

SELECT BOARD Meeting Agenda

6:00 p.m. December 21, 2021

POWERS HALL & ZOOM

To listen and view this hybrid meeting on a phone, computer, laptop, or tablet, download the “Zoom Cloud Meeting” app in any app store or at www.zoom.us. At the above date and time, click on “Join a Meeting” and enter the meeting ID or click the link below to join the webinar:

<https://us02web.zoom.us/j/83686125873?pwd=Q3YxSk1hZ0RNVUJHbQkhDNjhlRnFKUT09>

Passcode: 443025

Or One tap mobile :US: +13017158592,,83686125873#

Or Telephone: Dial US: +1 301 715 8592

Meeting ID: 836 8612 5873

	6:00	Public Comment Period Citizens are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board’s policy on public participation in meetings can be found here .
1.	6:00	Public Hearing: Eversource Grant of Location: 16 Petrini Circle Joanne Callender, Eversource Representative (Zoom)
2.	6:00	Public Hearing: All New Alcohol Restaurant License – PM Story Corp d/b/a Little Spoon - Apichat Chuenprapa, Proposed Manager - Apirak Chuenprapa, Corporate Director - George Giunta, Jr., Applicant Counsel
3.	6:30	Needham Housing Authority Update Reg Foster, Chair
4.	7:00	Director of Public Works - Public Works Sidewalk Program Update - Highland Ave Update
5.	7:15	Town Manager - FY2023 Budget Priorities - Approve the FY2023-FY2027 Capital Improvement Plan - Town Manager Report
6.	7:30	Board Discussion - FY2022 – 2023 Goal Setting Update - Committee Reports

APPOINTMENTS

1.		
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CONSENT AGENDA *=Backup attached

1.*	Approve minutes of November 23, 2021 (open session), November 30, 2021 (open session), October 26, 2021 (executive session), November 16, 2021 (executive session), November 30, 2021 (executive session), December 14, 2021 (open session) December 14, 2021 (executive session)
2.*	Approve Employment Agreement for the Chief of Police for 2021 – 2026.
3.	Accept a \$250 donation from the First Baptist Church in Needham for Needham Health Department's Gift of Warmth Program.
4.	Accept the following donations for the Center at the Heights; \$50 from Doris Jafferian, \$50 from Mr & Mrs. Burns and \$115 from the Byrne Family Trust.
5.	Accept a \$250 donation from the Christ Episcopal Church in Needham for Needham Youth & Family Services for the Crisis Donation Fund.



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

MEETING DATE: 12/21/2021

Agenda Item	Public Hearing: Eversource Grant of Location: 16 Petrini Circle
Presenter(s)	Joanne Callender, Eversource Representative (Zoom)

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 11 feet of conduit in Country Way. This work is necessary to provide electrical service to 16 Petrini Circle, Needham. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 11 feet of conduit in Petrini Circle.	
3.	BACK UP INFORMATION ATTACHED
a. DPW Review Sheet (not yet received) b. Letter of Application c. Petition d. Order e. Petition Plan f. Notice Sent to Abutters g. List of Abutters	

December 8, 2021

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Petrini Circle
Needham, MA
W.O.# 6747750

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 11 feet of conduit in Petrini Circle.

The reason for this work is to provide electric service to 16 Petrini Circle.

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

Very truly yours,

Richard M. Schifone

Richard M. Schifone, Supervisor
Rights and Permits

RMS/wls
Attachments

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

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

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

**Petrini Circle - Northeasterly from pole 404/2, approximately 170 feet
northeast of Bird Street, install approximately 11
feet of conduit.**

W.O.# 6747750

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

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault, dated November 20, 2021** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

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

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2021 at _____ in said Town.

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

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **NEEDHAM**, Masssachusetts, duly adopted on the _____ day of _____, 2021 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault, dated November 20, 2021**, and filed herewith, under the following public way or ways of said Town:

**Petrini Circle - Northeasterly from pole 404/2, approximately 170 feet
northeast of Bird Street, install approximately 11
feet of conduit.**

W.O.# 6747750

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: *Richard M. Schifone*

Richard M. Schifone, Supervisor
Rights & Permits

Dated this 8th day of November

Town of **NEEDHAM** Massachusetts

Received and filed _____2021

**SCHEDULE 40, NO CONCRETE
SECTION - 1, FIGURE - 1**

APPROX. PT. OF PICKUP

-APPROX. RIGHT OF WAY/BSM

GRASS/CONC. SW

EDGE OF PAVEMENT

PETRINI CIR

EDGE OF PAVEMENT

GRASS/CONC. SW

—APPROX. RIGHT OF WAY/BSV

STREET SURFACE

APPROX. DEPT.
2'-6"

1-PVC CONDUIT (SCH.40)
OR 1-FIBRE DUCT

FIGURE - 1

0 20 40

SCALE IN FEET

BY YOUR USE, THE INFORMATION CONTAINED IN THIS INFO, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION, NEITHER YOUR ELECTRIC, MECHANICAL, OR CHEMICAL EQUIPMENT, NOR YOUR PERSONS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS, SHALL BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY CAUSED BY THE INFORMATION, OR IN PART BY THE USE OF THE INFORMATION, OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY THE LAW, YOUR AGREEMENT FOR YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE JUNE ENTERPRISES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SAFETY, MAY NOT BE THE MOST CURRENT, AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCIDENT OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 1/2 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C#	INSTAR EVERSOURCE <i>ELECTRIC</i> db/a 1166 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125		
Ward #			
Work Order # 6747750			
Surveyed by: N/A	Plan of PETRINI CIRCLE		
Research by: JC	NEEDHAM		
Plotted by: JC	Showing PROPOSED CUSTOMER CONDUIT		
Proposed Structures:			
Approved: T THIBAUT	Scale	1"=20'	Date 11/20/21
P#	SHEET	1 of 1	



NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on December 21, 2021** upon petition of Eversource Energy dated **December 8, 2021** to install approximately 11 feet of conduit in Petrini Circle. This work is necessary to provide underground electric service to 16 Petrini Circle, Needham MA.

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

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

Matthew D. Borrelli
Marianne B. Cooley
Marcus A. Nelson
Daniel P. Matthews
Kevin Keane

SELECT BOARD

You are invited to a Zoom webinar.

<https://us02web.zoom.us/j/83686125873?pwd=Q3YxSk1hZ0RNVUJHQkhDNjhlRnFKUT09> Passcode: 443025

Or One tap mobile: US: +13017158592,,83686125873

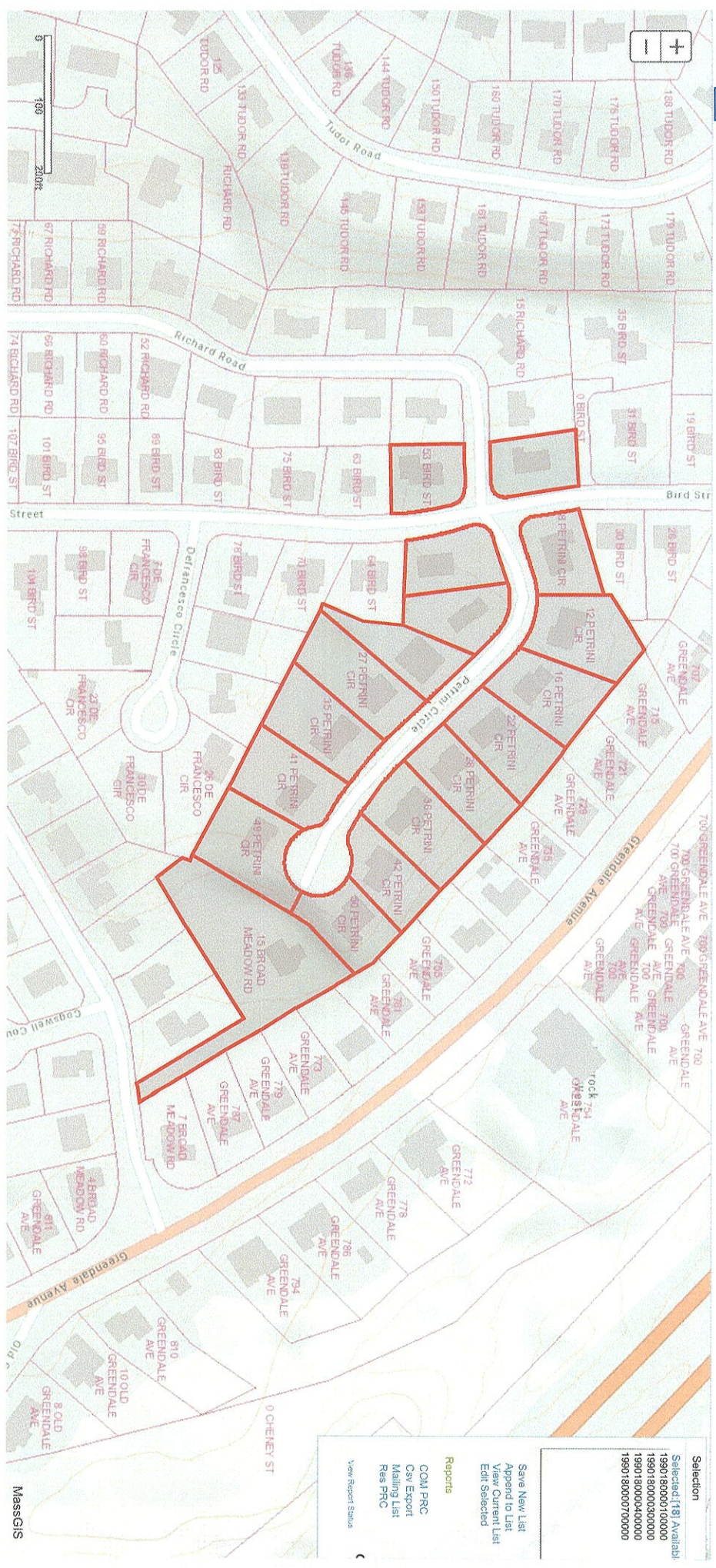
Or Telephone: US: +1 301 715 8592

Webinar ID: 836 8612 5873

Dated: December 10, 2021

- Dashboard
- Main Menu
- Property Records
- Inquire
- Admin
- Advanced

enter a parcel id -



Selection
Selected: 118 Available
1990180000100000
1990180000300000
1990180000400000
1990180000700000

- Save New List
- Append to List
- View Current List
- Edit Selected
- Reports
- OCM PRC
- Csv Export
- Mailing List
- Res PRC
- View Report Status

PETRINI CIRCLE

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/018-0-0001-0000.0	LAU, ALLEN C. & FRANCES M., TRS	BIRD STREET REALTY TRUST	56 BIRD ST	NEEDHAM	MA	02492-
199/018-0-0004-0000.0	LAU, TAK WING E		27 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0003-0000.0	MUZIKANT, ADAM & AMY WEINSTEIN	MUZIKANT, ADAM & WEINSTEIN, AMY TRS	21 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0007-0000.0	CROWLEY, EDWARD &	CROWLEY, KATHRYN	49 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0002-0000.0	JEYE, GREGORY E. &	JEYE, KATHLEEN M	11 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0011-0000.0	COHEN, DAVID &	COHEN, DEBORAH	15 BROADMEADOW RD	NEEDHAM	MA	02492-
199/018-0-0015-0000.0	BRAVERMAN, MAXIM &	BRAVERMAN, JULIA	22 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0006-0000.0	MURSTEIN SHERYL K		41 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0013-0000.0	RUBIN, DAVID B. &	RUBIN, MELISSA G	36 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0016-0000.0	LUKATSKY, EDWARD &	LUKATSKY, LANA	16 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0012-0000.0	FRASCATORE, KAREN M. TR	MARIE FRASCATORE IRREVOCABLE TRUST	42 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0018-0000.0	STEINBOK, VALERY +	STEINBOK, ZINAIDA	8 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0045-0000.0	SHEIFFER, ROBERT &	SHEIFFER, ANDREA	50 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0014-0000.0	PLAT, DAVID N. &	HALL, KIMBERLY S.	28 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0005-0000.0	LEVITAN, CAROLYN S. &	LEVITAN, KURT H	35 PETRINI CIR	NEEDHAM	MA	02492-
199/018-0-0017-0000.0	HITCHINGS, ERICA BLACHMAN &	HITCHINGS, SETH	12 PETRINI CIR	NEEDHAM	MA	02492-
199/017-0-0047-0000.0	BROSUS, CLAIRE J. & J. ERIC TRS	THE CLAIRE J. BROSUS REVOCABLE TR	P.O. BOX 532	NEEDHAM	MA	02494-
199/020-0-0070-0000.0	ONULLAIN, BRIAN &	SHAW, THOMASENA	41 BIRD ST	NEEDHAM	MA	02492-

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: 12/21/2021

Agenda Item	Public Hearing – New Alcoholic License, PM Story Corporation d/b/a Little Spoon (952 Great Plain Avenue)
Presenter(s)	Apirak Chuenprapa, Corporate Director Apichat Chuenprapa, Proposed Manager George Giunta, Jr., Applicant Counsel

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED								
Apirak Chuenprapa will present an application for an All Alcoholic License for PM Story Corporation, d/b/a Little Spoon. Little Spoon is a restaurant located at 952 Great Plain Avenue. The restaurant consists of 1,662 square feet on the 1st floor and approximately 700 square feet in the basement that will be used for prep area, office walk-in cooler, and freezer. Included on the first floor is a dining area, service bar, and kitchen. The restaurant has a total seating capacity for 60 patrons, one entrance, and two exits. There are three houses of worship located within a 500-foot radius of the proposed premises. M.G.L., Chapter 138, Section 16C requires a vote of the Board after a public hearing. The Board has received no written comment from any of the houses of worship with respect to this hearing.									
2.	VOTE REQUIRED BY SELECT BOARD								
Suggested Motions: <i>Move that the Select Board:</i> (a) <i>Approve the application for a new All Alcohol License under the Town of Needham Rules and Regulations Applicable To The Sale of Alcoholic Beverages in Restaurants for PM Story Corporation, d/b/a Little Spoon, Apichat Chuenprapa, Manager, and to forward the approved Alcohol License application to the ABCC for approval.</i> (b) <i>Determine 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.</i>									
3.	BACK UP INFORMATION ATTACHED								
<table><tr><td>1. Retail Application for License</td><td>5. Lease Agreement</td></tr><tr><td>2. Articles of Organization</td><td>6. Legal Notice Information</td></tr><tr><td>3. Floorplan</td><td>7. M.G.L Ch. 138, Sec 16C</td></tr><tr><td>4. Corporate Vote</td><td>8. LLA Certification</td></tr></table> All other documents related to these transactions are on file in the Office of the Town Manager.		1. Retail Application for License	5. Lease Agreement	2. Articles of Organization	6. Legal Notice Information	3. Floorplan	7. M.G.L Ch. 138, Sec 16C	4. Corporate Vote	8. LLA Certification
1. Retail Application for License	5. Lease Agreement								
2. Articles of Organization	6. Legal Notice Information								
3. Floorplan	7. M.G.L Ch. 138, Sec 16C								
4. Corporate Vote	8. LLA Certification								



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

Wines and Malt 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.

Wine and malt, on-premises license in connection with an existing Thai restaurant featuring Thai food and noodle soups.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

PM Story Corporation

FEIN

84-2525586

DBA

Little Spoon

Manager of Record

Apichat Chuenprapa

Street Address

952 Great Plain Avenue, Needham, MA 02492

Phone

Email

Alternative Phone

Website

N/A

3. DESCRIPTION OF PREMISES

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

One dining area with kitchen, bar and two accessible bathrooms on the first floor, consisting of approximately 1,662 square feet in total, with approximately 700 square feet of additional office, storage and preparation space in the basement. One main entrance and exit in front with an additional service entrance and emergency exit to the rear. Sixty total seats in the dining area.

Total Square Footage:

2,362

Number of Entrances:

1

Seating Capacity:

60

Number of Floors

2

Number of Exits:

2

Occupancy Number:

4. APPLICATION CONTACT

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

Name:

George Giunta, Jr., Esq.

Phone:

Title:

Attorney

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

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

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

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

Name of Principal	Residential Address	SSN	DOB
Apichat Chuenprapa	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Director	0	☒ Yes ☐ No	☒ Yes ☐ No

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

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

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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Apirak Chuenprapa	Restaurant	Four Spoons Corporation	Newton

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease 

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date Rent per Month

Lease Ending Date Rent per Year

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	\$3,000
C. Other * (Please specify below)	\$5,000
D. Total Cost	\$8,000

*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
Apirak Chuenprapa	Up to \$50,000.00
Total	Up to \$50,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

Whereas the restaurant is already open and operating, the only funding required is to purchase glassware, bar tools and beer and wine inventory. The costs for these items will be paid from the personal funds of Apirak Chuenprapa (see bank statement provided herewith).

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
2019	Present	Officer / OwnerCo-	A Lot Thai	
2016	Present	Officer / Owner	Love at First Bite Thai Kitchen	
2016	Present	Manager / Co-Owner	Lots of Eats Thai Restaurant	
2010	Present	Manager - Co-Owner	Thai Me Restaurant	

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

11. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

☐ Yes ☐ No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

11F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

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

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

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

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

Signature:



Date:

12/03/21

Title:

President, Treasurer & Secretary



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2 02, 950 CMR 113.16)

Identification Number: 001394688

ARTICLE I

The exact name of the corporation is:

PM STORY CORPORATION

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	1,000

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

ARTICLE IV

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

ARTICLE V

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

A. VOLUNTARY TRANSFER ANY HOLDER OF COMMON STOCK, INCLUDING WITHOUT LIMITATION, THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED HOLDER, WHO WISHES TO SELL OR TRANSFER ALL OR ANY PART OF HIS OR HER STOCK SHALL FIRST OFFER SUCH STOCK IN WRITING TO THE CORPORATION AT THE SAME PRICE AND UPON THE SAME TERMS OFFERED TO SUCH STOCKHOLDER BY A BONA FIDE PROSPECTIVE P

URCHASER OF SUCH SHARES (THE "STOCKHOLDER OFFER"). THE CORPORATION SHALL THEN HAVE THE OPTION: (A) TO PURCHASE SUCH STOCK UPON THE SAME TERMS AND CONDITIONS CONTAINED THEREIN; IN WHICH CASE THE CORPORATION SHALL, WITHIN THIRTY (30) DAYS FOLLOWING ITS RECEIPT OF THE STOCKHOLDER OFFER, PROVIDE WRITTEN NOTICE THEREOF (THE "CORPORATE PURCHASE NOTICE") TO THE STOCKHOLDER, AT THE ADDRESS ON FILE WITH THE CORPORATION, AND THE CORPORATION SHALL SPECIFY A DATE NOT LATER THAN THIRTY (30) DAYS FROM THE DATE OF THE GIVING OF SUCH CORPORATE PURCHASE NOTICE UPON WHICH DATE THE CORPORATION WILL MAKE PAYMENT AGAINST DELIVERY OF CERTIFICATES REPRESENTING THE SHARES TO BE SOLD OR TRANSFERRED. (B) TO DISPUTE, IN WRITING, THE PRICE, TERMS AND CONDITIONS OF SUCH WRITTEN OFFER; IN WHICH CASE THE CORPORATION SHALL, WITHIN THIRTY (30) DAYS FOLLOWING ITS RECEIPT OF THE STOCKHOLDER OFFER, GIVE WRITTEN NOTICE OF SUCH DISPUTE (THE "DISPUTE NOTICE") TO THE STOCKHOLDER, AT THE ADDRESS ON FILE WITH THE CORPORATION, SPECIFYING AN ARBITRATOR TO DECIDE THE FAIR MARKET VALUE OF THE SHARES AND REASONABLE TERMS AND CONDITIONS TO SALE. SUCH DISPUTE SHALL BE SUBMITTED TO THE SPECIFIED ARBITRATOR WITHIN THIRTY (30) DAYS OF THE DATE OF THE GIVING OF SUCH DISPUTE NOTICE, AND THE ARBITRATOR SHALL ESTABLISH, BY WRITTEN OPINION OR DECISION, A FAIR MARKET VALUE OF THE SHARES AND REASONABLE TERMS AND CONDITIONS TO THEIR SALE. THE CORPORATION SHALL THEN HAVE THE OPTION TO PURCHASE SUCH STOCK, FOR THE PRICE AND UPON THE TERMS AND CONDITIONS CONTAINED IN SUCH WRITTEN OPINION OR DECISION, IN WHICH CASE THE CORPORATION SHALL PROVIDE WRITTEN NOTICE TO THE STOCKHOLDER OF ITS INTENT TO SO PURCHASE (THE "POST ARBITRATION NOTICE"), WITHIN FIFTEEN (15) DAYS FOLLOWING ITS RECEIPT OF SUCH WRITTEN OPINION OR DECISION OF THE ARBITRATOR, AND THE CORPORATION SHALL SPECIFY A DATE NOT LATER THAN THIRTY (30) DAYS FROM THE DATE OF THE GIVING OF SUCH POST ARBITRATION NOTICE, UPON WHICH DATE THE CORPORATION WILL MAKE PAYMENT AGAINST DELIVERY OF CERTIFICATES REPRESENTING THE SHARES TO BE SOLD OR TRANSFERRED. IF THE CORPORATION SHALL FAIL TO EXERCISE SUCH OPTION PURSUANT TO (A) ABOVE, OR TO GIVE SUCH NOTICE PURSUANT TO (B) ABOVE, WITHIN THIRTY (30) DAYS FOLLOWING ITS RECEIPT OF THE STOCKHOLDER OFFER, THEN THE STOCKHOLDER(S) SHALL BE FREE, FOR A PERIOD OF THIRTY (30) DAYS THEREAFTER, TO SELL SUCH STOCK TO, AND ONLY TO, THE AFORESAID BONA FIDE PROSPECTIVE PURCHASER IN THE SAME QUANTITY, AT THE SAME PRICE, AND UPON THE SAME TERMS AND CONDITIONS AS WERE OFFERED TO THE CORPORATION. UPON THE EXPIRATION OF SUCH THIRTY (30) DAY PERIOD, IF SUCH STOCKHOLDER(S) DOES NOT SELL SUCH STOCK, ALL OF THE RESTRICTIONS IMPOSED BY THIS ARTICLE SHALL ONCE AGAIN APPLY TO ALL OF THE STOCK OWNED BY SUCH STOCKHOLDER AS IF THE STOCKHOLDER NOTICE HAD NEVER BEEN GIVEN. THE CORPORATION MAY EXERCISE ITS OPTIONS HEREUNDER EITHER ON ITS OWN BEHALF OR ON BEHALF OF ONE OR MORE OF ITS STOCKHOLDERS, AS DETERMINED BY ITS BOARD OF DIRECTORS. B. INVOLUNTARY TRANSFER ANY PERSON ACQUIRING ANY SHARES OF COMMON STOCK BY THE INSOLVENCY OR BANKRUPTCY OF ANY STOCKHOLDER, BY THE FORECLOSURE OF ANY PLEDGE OF HYPOTHECATION, BY ORDER OF COURT OR OTHER TRIBUNAL, BY ANY OTHER INVOLUNTARY TRANSFER OR ASSIGNMENT, BY DEATH, OR OTHERWISE BY PROCESS OF LAW, SHALL BE UNDER AN OBLIGATION, BEFORE BEING ENTITLED TO EXERCISE ANY RIGHTS AS A HOLDER OF COMMON STOCK OF THIS CORPORATION, TO OFFER IN WRITING ALL OF SUCH ACQUIRED SHARES TO THE CORPORATION FOR PURCHASE BY IT AND TO DELIVER TO THE CORPORATION TOGETHER WITH SUCH OFFER, (A) THE CERTIFICATE OR CERTIFICATES REPRESENTING ALL OF SUCH SHARES OF STOCK, (B) PROPER PROOF OR AUTHENTICATION OF SUCH PERSON'S RIGHT TO ACQUIRE SUCH SHARES AND TO TRANSFER SAME, AND (C) A STOCK POWER OR POWERS DULY EXECUTED IN BLANK BY SUCH PERSON. SUCH OFFER SHALL BE MADE WITHIN SIXTY (60) DAYS OF SUCH INVOLUNTARY TRANSFER AND SHALL SPECIFY THE PRICE AT WHICH SAID PERSON AGREES TO SELL ALL OF SUCH ACQUIRED SHARES TO THE CORPORATION. THE CORPORATION, UPON RECEIVING SUCH WRITTEN OFFER, SHALL HAVE THE OPTION (A) TO REJECT SUCH OFFER, (B) TO

ACCEPT SUCH OFFER, OR (C) TO PURCHASE SUCH SHARES AT THEIR FAIR VALUE AS OF THE DATE OF SUCH OFFER. IF THE CORPORATION SHALL REJECT, OR FAIL FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING ITS RECEIPT OF THE NOTICE MENTIONED ABOVE, TO EXERCISE THE OPTION REFERRED TO HEREIN, THE PERSON ACQUIRING SUCH STOCK SHALL BE ENTITLED TO ALL OF THE RIGHTS OF A HOLDER OF COMMON STOCK OF THIS CORPORATION; PROVIDED THAT ANY FURTHER VOLUNTARY OR INVOLUNTARY TRANSFER OF SUCH STOCK SHALL BE SUBJECT TO THE PROVISIONS OF THIS ARTICLE FIVE. IF THE CORPORATION SHALL ACCEPT SAID OFFER, THE CORPORATION SHALL HAVE THIRTY (30) DAYS FOLLOWING SUCH ACCEPTANCE, WITHIN WHICH TO PURCHASE THE STOCK AT THE PRICE SPECIFIED IN THE OFFER. IF THE CORPORATION SHALL ELECT TO PURCHASE SUCH SHARES AT THEIR FAIR VALUE, THE CORPORATION AND THE OFFEROR SHALL NEGOTIATE IN GOOD FAITH TOWARDS THE DETERMINATION OF A MUTUALLY SATISFACTORY PURCHASE PRICE. IF THE CORPORATION AND SUCH OFFEROR SHALL BE UNABLE FOR A PERIOD OF TEN (10) DAYS TO AGREE UPON THE PRICE AT WHICH SUCH SHARES WILL BE PURCHASED BY THE CORPORATION, THEN THE FAIR VALUE OF SUCH SHARES SHALL BE DETERMINED BY THREE ARBITRATORS, ONE NAMED BY THE CORPORATION, ONE NAMED BY SUCH OFFEROR, AND THE THIRD TO BE NAMED BY THE OTHER TWO ARBITRATORS. SUCH DETERMINATION OF FAIR VALUE SHALL BE FINAL AND BINDING UPON THE STOCKHOLDER / OFFEROR AND THE CORPORATION. THE CORPORATION SHALL THEN HAVE THIRTY (30) DAYS FOLLOWING RECEIPT OF THE REPORT OF THE ARBITRATORS, TO PURCHASE SUCH STOCK AT ITS FAIR VALUE AS SO DETERMINED. C. MISCELLANEOUS NO TRANSFER OR OTHER DISPOSITION OF ANY SHARES OF STOCK IN VIOLATION OF THESE PROVISIONS SHALL BE VALID OR ENTITLE ANY TRANSFEREE TO HAVE ANY SHARES TRANSFERRED ON THE BOOKS OF THE CORPORATION. THE CORPORATION MAY, FROM TIME TO TIME, WAIVE THE FOREGOING RESTRICTIONS IN PARTICULAR CASES BY ACTION OF ITS BOARD OF DIRECTORS. THESE PROVISIONS SHALL BE APPLICABLE FOR THE MAXIMUM PERSONS PERMITTED BY LAW. A PLEDGE OR HYPOTHECATION SHALL NOT BE DEEMED A SALE OR TRANSFER, AND, PRIOR TO FORECLOSURE, NO TRANSFER OF THE SHARES PLEDGED OR HYPOTHECATED SHALL BE MADE BY THE CORPORATION ON ITS BOOKS (EXCEPT TO ANY EXTENT REQUIRED BY LAW). IF THE PLEDGE OR HYPOTHECATION SHALL BE FORECLOSED, ANY SUCH TRANSFER SHALL BE SUBJECT TO THE PROVISIONS OF SECTION B OF THIS ARTICLE FIVE.

ARTICLE VI

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

1. ALL CORPORATE POWERS OF THE CORPORATION SHALL BE EXERCISED BY THE BOARD OF DIRECTORS, EXCEPT AS OTHERWISE REQUIRED BY LAW. IN FURTHERANCE, AND NOT IN LIMITATION OF THE POWERS CONFERRED BY STATUTE, THE BOARD OF DIRECTORS IS EXPRESSLY AUTHORIZED TO MAKE, AMEND OR REPEAL THE BY-LAWS OF THE CORPORATION, IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS OF THE CORPORATION REQUIRES ACTION BY THE STOCKHOLDERS, AND SUBJECT TO THE POWER OF THE STOCKHOLDERS TO AMEND OR REPEAL ANY BY-LAW ADOPTED BY THE BOARD OF DIRECTORS. 2. MEETINGS OF THE DIRECTORS AND OF THE STOCKHOLDERS MAY BE HELD ANYWHERE WITHIN THE UNITED STATES. 3. THE CORPORATION MAY BE A PARTNER OR ENTER INTO A JOINT VENTURE RELATIVE TO ANY BUSINESS ENTERPRISE WHICH IT COULD CONDUCT ITSELF. 4. IN THE ABSENCE OF FRAUD, NO CONTRACT OR OTHER TRANSACTION OF THE CORPORATION SHALL BE AFFECTED OR INVALIDATED BY THE FACT THAT ANY OF THE DIRECTORS OF THE CORPORATION ARE IN ANY WAY INTERESTED IN OR CONNECTED WITH ANY OTHER PARTY TO SUCH CONTRACT OR TRANSACTION OR ARE THEMSELVES PARTIES TO SUCH CONTRACT OR TRANSACTION, PROVIDED THAT THE INTEREST IN ANY SUCH CONTRACT OR TRANSACTION OF ANY SUCH DIRECTOR SHALL AT THE TIME BE FULLY DISCLOSED OR OTHERWISE KNOWN TO THE BOARD OF DIRECTORS. ANY DIRECTOR OF THE CORPORATION MAY BE COUNTED IN DETERMINING THE EXISTENCE OF A QUORUM AT ANY MEETING OF THE BOARD OF DIRECTORS WHICH

SHALL AUTHORIZE SUCH CONTRACT OR TRANSACTION AND MAY VOTE AND ACT UPON ANY MATTER, CONTRACT OR TRANSACTION BETWEEN THE CORPORATION AND ANY OTHER PERSON WITHOUT REGARD TO THE FACT THAT HE OR SHE IS ALSO A STOCKHOLDER, DIRECTOR OR OFFICER OF, OR HAS ANY INTEREST IN, SUCH OTHER PERSON WITH THE SAME FORCE AND EFFECT AS IF HE OR SHE WERE NOT SUCH STOCKHOLDER, DIRECTOR OR OFFICER OR NOT SO INTERESTED. ANY CONTRACT OR OTHER TRANSACTION OF THE CORPORATION OR OF THE BOARD OF DIRECTORS OR OF ANY COMMITTEE THEREOF WHICH SHALL BE RATIFIED BY A MAJORITY OF THE HOLDERS OF THE ISSUED AND OUTSTANDING STOCK ENTITLED TO VOTE AT ANY ANNUAL MEETING OR ANY SPECIAL MEETING CALLED FOR THAT PURPOSE SHALL BE AS VALID AND AS BINDING AS THOUGH RATIFIED BY EVERY STOCKHOLDER OF THE CORPORATION; PROVIDED, HOWEVER, THAT ANY FAILURE OF THE STOCKHOLDERS TO APPROVE OR RATIFY SUCH CONTRACT OR OTHER TRANSACTION, WHEN AND IF SUBMITTED, SHALL NOT BE DEEMED IN ANY WAY TO RENDER THE SAME INVALID OR TO DEPRIVE THE DIRECTORS AND OFFICERS OF THEIR RIGHT TO PROCEED WITH SUCH CONTRACT OR OTHER TRANSACTION. 5. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON (AND HIS OR HER HEIRS, EXECUTORS, ADMINISTRATORS, OR OTHER LEGAL REPRESENTATIVES) WHO IS, OR SHALL HAVE BEEN, A DIRECTOR OR OFFICER OF THE CORPORATION, AND ANY PERSON WHO IS SERVING, OR SHALL HAVE SERVED, AT THE REQUEST OF THE CORPORATION AS A DIRECTOR OR OFFICER OF ANOTHER CORPORATION, AGAINST ALL LIABILITIES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, JUDGMENTS, FINES, PENALTIES, ATTORNEY'S FEES, AND ALL AMOUNTS PAID IN COMPROMISE OR SETTLEMENT) REASONABLY INCURRED BY ANY SUCH DIRECTOR, OFFICER OR PERSON IN CONNECTION WITH, OR ARISING OUT OF, ANY ACTION SUIT OR PROCEEDING IN WHICH ANY SUCH DIRECTOR, OFFICER OR PERSON MAY BE A PARTY DEFENDANT OR WITH WHICH HE MAY BE THREATENED OR OTHERWISE INVOLVED, DIRECTLY OR INDIRECTLY, BY REASON OF HIS BEING OR HAVING BEEN A DIRECTOR OR OFFICER OF THE CORPORATION OR SUCH OTHER CORPORATION, EXCEPT IN RELATION TO MATTERS AS TO WHICH ANY SUCH DIRECTOR, OFFICER, OR PERSON SHALL BE FINALLY ADJUDGED, OTHER THAN BY CONSENT, IN SUCH ACTION, SUIT OR PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS OR HER ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; PROVIDED, HOWEVER, THAT INDEMNITY SHALL NOT BE MADE WITH RESPECT TO SUCH AMOUNT PAID IN COMPROMISE OR SETTLEMENT, UNLESS: (A) SUCH COMPROMISE OR SETTLEMENT SHALL HAVE BEEN APPROVED AS IN THE BEST INTERESTS OF THE CORPORATION, AFTER NOTICE THAT IT INVOLVES SUCH INDEMNIFICATION BY: (I) THE BOARD OF DIRECTORS BY A MAJORITY OF A QUORUM CONSISTING OF DIRECTORS WHO WERE NOT PARTIES TO SUCH ACTION, SUIT OR PROCEEDING, OR BY (II) THE STOCKHOLDERS OF THE CORPORATION BY A MAJORITY VOTE OF A QUORUM CONSISTING OF STOCKHOLDERS WHO WERE NOT PARTIES TO SUCH ACTION, SUIT OR PROCEEDING, OR (B) IN THE ABSENCE OF ACTION BY DISINTERESTED DIRECTORS OR STOCKHOLDERS AS ABOVE PROVIDED, THERE HAS BEEN OBTAINED AT THE REQUEST OF A MAJORITY OF THE BOARD OF DIRECTORS THEN IN OFFICE A WRITTEN OPINION OF INDEPENDENT LEGAL COUNSEL TO THE EFFECT THAT THE DIRECTOR OR OFFICER TO BE INDEMNIFIED APPEARS TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION. UPON REQUEST THEREFOR BY ANY DIRECTOR, OFFICER, OR PERSON ENUMERATED IN THE PRECEDING PARAGRAPH OF THIS ARTICLE, THE CORPORATION MAY, FROM TIME TO TIME, IF AUTHORIZED BY THE BOARD OF DIRECTORS, PRIOR TO FINAL ADJUDICATION OR COMPROMISE OR SETTLEMENT OF THE MATTER OR MATTERS AS TO WHICH INDEMNIFICATION IS CLAIMED, ADVANCE TO SUCH DIRECTOR, OFFICER OR PERSON ALL EXPENSES INCURRED BY HIM OR HER TO DATE OF SUCH REQUEST. ANY ADVANCE MADE PURSUANT TO THIS PROVISION SHALL BE MADE ON THE CONDITION THAT THE DIRECTOR, OFFICER OR PERSON RECEIVING SUCH ADVANCE SHALL REPAY TO THE CORPORATION ANY AMOUNTS SO ADVANCED IF, UPON THE TERMINATION OF THE MATTER OR MATTERS, AS TO WHICH SUCH ADVANCES WERE MADE, SUCH DIRECTOR, OFFICER OR PERSON SHALL NOT BE ENTITLED TO INDEMNIFICATION UNDER THE PRECEDING PA

RAGRAPH OF THIS ARTICLE. THE FOREGOING RIGHT OF INDEMNIFICATION SHALL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH ANY SUCH DIRECTOR, OFFICER OR PERSON IS ENTITLED UNDER ANY AGREEMENT, VOTE OF STOCKHOLDERS, STATUTE, OR AS A MATTER OF LAW, OR OTHERWISE. 6. THE PROVISIONS OF THIS ARTICLE ARE SEPARABLE, AND IF ANY PROVISION OR PORTION HEREOF SHALL FOR ANY REASON BE HELD INAPPLICABLE, ILLEGAL OR INEFFECTIVE, THIS SHALL NOT PREVENT ANY OTHER PROVISION OR PORTION HEREOF FROM APPLYING, AND SHALL NOT AFFECT ANY RIGHT OF INDEMNIFICATION EXISTING OTHERWISE THAN UNDER THIS ARTICLE. 7. NO DIRECTOR SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED HOWEVER, THAT SUCH LIMITATION ON LIABILITY WILL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS STOCKHOLDERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT, A KNOWING VIOLATION OF LAW, OR RECKLESS DISREGARD FOR THE LAW, (III) UNDER ANY APPLICABLE PROVISION OF THE MASSACHUSETTS GENERAL LAWS, AS SAME MAY BE AMENDED, OR (IV) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. 8. ALL SHARES OF COMMON STOCK ISSUED BY THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY THE INTERNAL REVENUE CODE, BE DEEMED ISSUED PURSUANT TO A PLAN TO ISSUE SECTION 1244 STOCK, BUT ONLY IF AND WHEN THE BOARD OF DIRECTORS VOTES TO ENACT SUCH A PLAN. 9. THE CORPORATION MAY ELECT TO BE TAXED UNDER THE PROVISIONS OF SUB-CHAPTER S OF THE INTERNAL REVENUE CODE.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: **APIRAK CHUENPRAPA**

No. and Street:

City or Town:

Country: USA

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

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

TREASURER	APIRAK CHUENPRAPA	
SECRETARY	APIRAK CHUENPRAPA	
DIRECTOR	APIRAK CHUENPRAPA	

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

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

FULL SERVICE RESTUARANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

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

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

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

which is

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

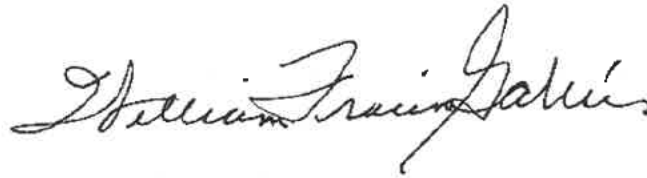
Signed this 26 Day of July, 2019 at 10:40:34 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

APIRAK CHUENPRAPA

THE COMMONWEALTH OF MASSACHUSETTS

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

July 26, 2019 10:39 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Annual Report

(General Laws, Chapter 156D, Section 16 22, 950 CMR 113.57)

Identification Number: 001394688

1. Exact name of the corporation: PM STORY CORPORATION

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: APIRAK CHUENPRAPA

No. and Street:

City or Town:

Country: USA

5. Street address of the corporation's principal office:

No. and Street: 952 GREAT PLAIN AVENUE

City or Town:

NEEDHAM

State: MA

Zip: 02492

Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

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

7. Briefly describe the business of the corporation:

FULL SERVICE RESTUARANT

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments <i>Num of Shares</i>	<i>Total Par Value</i>	Total Issued and Outstanding <i>Num of Shares</i>
CNP	\$0.00000	200,000	\$0.00	1,000

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 12/31/ 2020

Signed by APIRAK CHUENPRAPA , its PRESIDENT
on this 16 Day of March, 2021

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The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

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

1. Exact name of the corporation: PM STORY CORPORATION

2. Current registered office address:

Name: APIRAK CHUENPRAPA

No. and Street:

City or Town:

3. The following supplemental information has changed:

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	APIRAK CHUENPRAPA	
TREASURER	APIRAK CHUENPRAPA	
SECRETARY	APIRAK CHUENPRAPA	
DIRECTOR	APICHAT CHUENPRAPA	

Fiscal year end:

December

Type of business in which the corporation intends to engage:

FULL SERVICE RESTUARANT

Principal office address:

No. and Street: 952 GREAT PLAIN AVENUE

City or Town: NEEDHAM State: MA Zip: 02492 Country: USA

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

No. and Street: 946 GREAT PLAIN AVENUE

City or Town: NEEDHAM State: MA Zip: 02492 Country: USA

which is

☒ its principal office ☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary ☐ its registered office

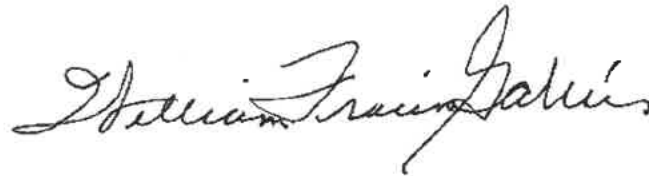
Signed by APIRAK CHUENPRAPA , its PRESIDENT
on this 29 Day of April, 2021

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THE COMMONWEALTH OF MASSACHUSETTS

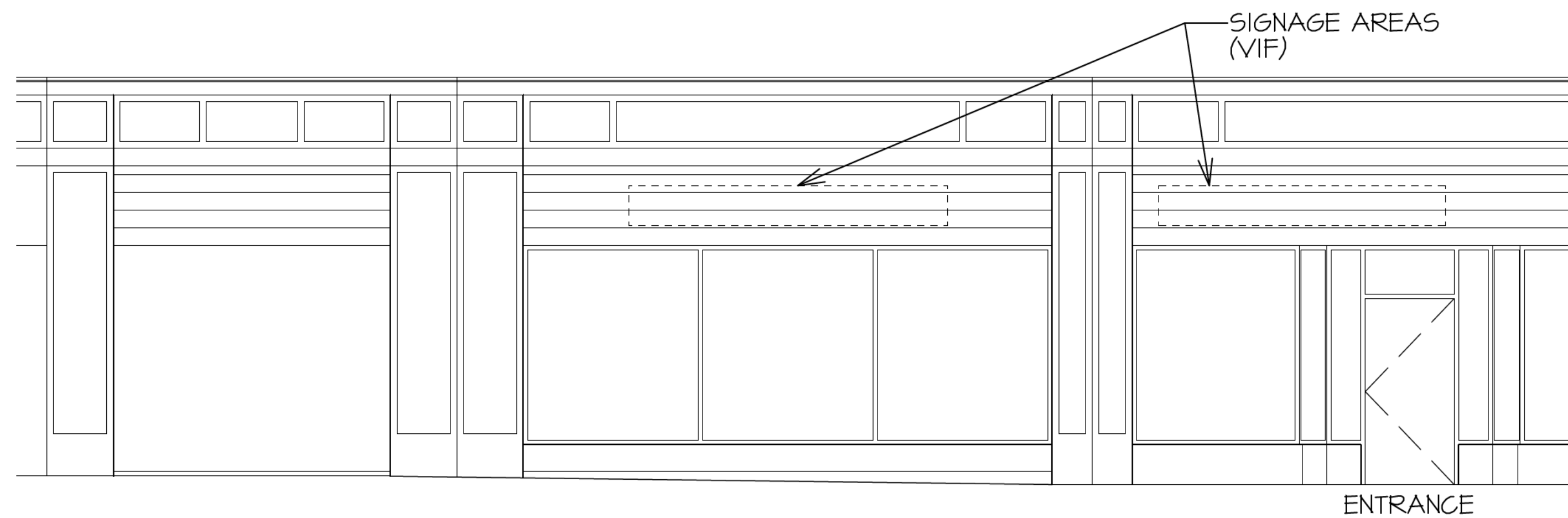
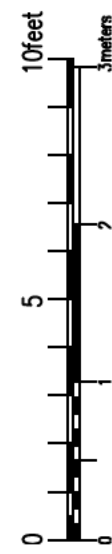
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

April 29, 2021 07:35 PM

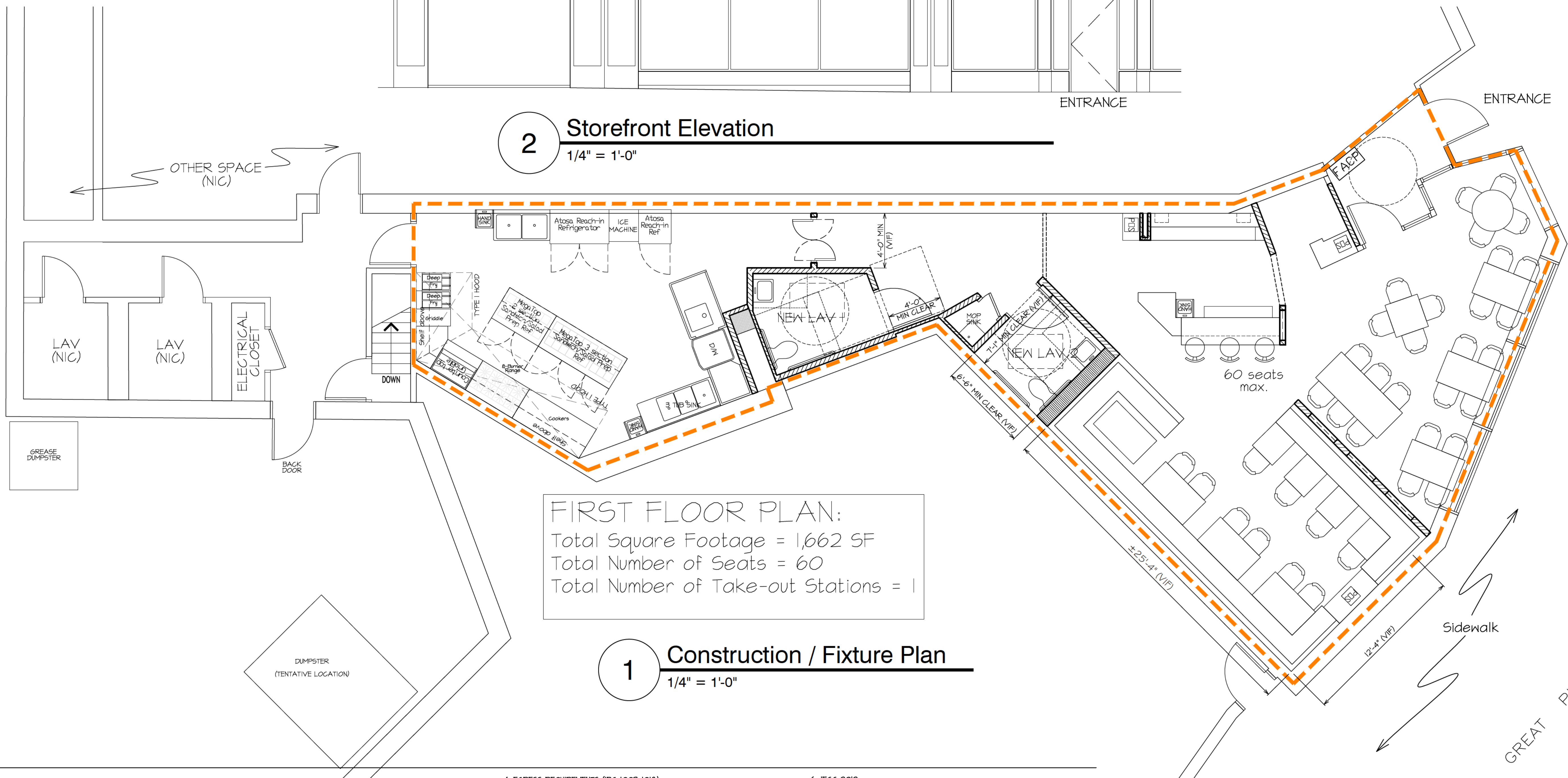
A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



2 Storefront Elevation
1/4" = 1'-0"



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

CODE REVIEW

I. PROJECT DATA

- A. PROJECT NAME: THAI STORY RESTAURANT
- B. LEGAL ADDRESS: 946 GREAT PLAIN AVENUE, NEEDHAM MA 02442
- C. CLIENT/OWNER: Aspirak Chuenprapa
- D. GROSS WORK AREA: GROUND FLOOR = 1,628 SF
BASEMENT = 710 SF
- E. NUMBER OF STORIES: 2 (GROUND FLOOR & BASEMENT)
- F. SCOPE OF WORK:

INTERIOR RENOVATION / CONVERSION FROM AN EXISTING SINGLE STORY RETAIL SPACE TO A RESTAURANT SPACE, USE GROUP A-2.

- PARTIAL DEMOLITION OF EXISTING INTERIOR WALLS
- INSTALLATION OF NEW WINDOWS
- NEW FOOD PREPARATION AREA, DISHWASHING STATION, RESTROOMS, AND STORAGE.
- NEW PREP AREA, STORAGE, OFFICE at LOWER LEVEL.

2. APPLICABLE CODES

- ALL WORK SHALL BE IN CONFORMANCE WITH, BUT NOT LIMITED TO, THE REQUIREMENTS OF:
- INTERNATIONAL BUILDING CODE (IBC) 2015 (w/ MA AMENDMENTS)
 - THE MASSACHUSETTS STATE BUILDING CODE 780 CMR - 8th EDITION
 - THE MASSACHUSETTS STATE ARCHITECTURAL ACCESS BOARD 521 CMR
 - INTERNATIONAL EXISTING BUILDING CODE (IEBC) 2015 (w/ MA AMENDMENTS)
 - INTERNATIONAL MECHANICAL CODE 2015 (IMC) (w/ MA AMENDMENTS)
 - INTERNATIONAL ENERGY CONSERVATION CODE 2012 (IECC)
 - MASSACHUSETTS FIRE PREVENTION REGULATION 521 CMR
 - MASSACHUSETTS STATE PLUMBING CODE 248 CMR

3. BUILDING DATA

- A. USE GROUP (IBC 310.0) A-2
- B. CONSTRUCTION TYPE (IBC 602.3) TYPE III-B
- C. IEBC COMPLIANCE METHOD PRESCRIPTIVE COMPLIANCE METHOD
- D. FLOOR AREA: FIRST FLOOR: 1,662 SF
BASEMENT: 839 SF

4. EGRESS REQUIREMENTS (IBC 1003-1018)

- A. OCCUPANT LOAD - RESTAURANT
- A. FIRST FLOOR: 60 SEATS
7 EMPLOYEES
- B. BASEMENT: 1 EMPLOYEE
- TOTAL 68 OCCUPANTS
- B. CAPACITY PER UNIT EGRESS WIDTH (STAIRS/DOORS) 20" / 15"
- C. TOTAL EXIT CAPACITY REQUIRED / FLOOR:
- A. DOORS 15" PER OCCUPANT x # of OCCUPANTS
- B. STAIRS 20" PER OCCUPANT x # of OCCUPANTS
- D. TRAVEL DISTANCE TO EXIT (SPRINKLERED) 250' MAXIMUM ALLOWED
- E. STAIR WIDTHS (IBC 1009.1) 44" MINIMUM ALLOWED
- F. CORRIDOR WIDTHS (IBC 1018.2) 44" MINIMUM ALLOWED

5. REQUIRED PLUMBING FACILITIES (248 CMR)

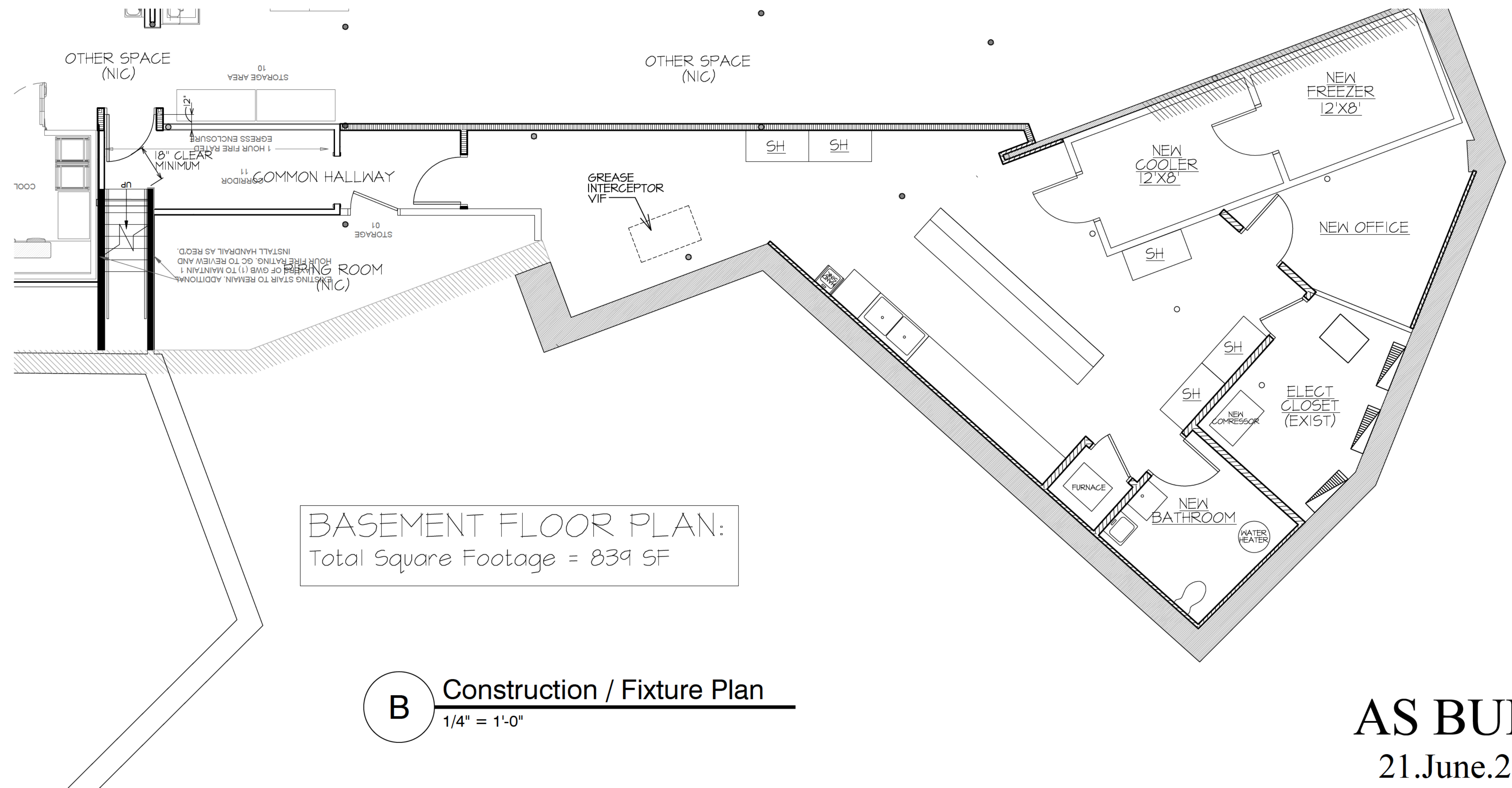
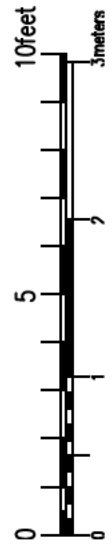
- 68 / 2 = 34 each
- FEMALE - WC: REQUIRED 1 per 30 PROVIDED 2
- FEMALE - LAV: REQUIRED 1 per 200 PROVIDED 2
- MALE - WC: REQUIRED 1 per 60 PROVIDED 1
- MALE - LAV: REQUIRED 1 per 200 PROVIDED 1
- PROVIDED:
- (2) UNISEX LAVATORY ROOMS at MAIN FLOOR
- (1) UNISEX LAVATORY ROOM at BASEMENT

6. IECC 2012

1. OPAQUE THERMAL ENVELOPE REQUIREMENTS
- A. WALLS, ABOVE GRADE R-11 4x1
- B. WALLS, BELOW GRADE R-15 5x1
2. BUILDING ENVELOPE REQUIREMENTS: FENESTRATION
- A. U-FACTOR
1. FIXED FENESTRATION 0.38
2. ENTRANCE DOORS 0.77
- B. SOLAR HEAT GAIN COEFFICIENT (SHGC) 0.40

AS BUILT
21.June.2021

REVISIONS		DATE	Construction/Fixture Street Level Plan	
1	Revised	13.Jul.2019	Thai Story Restaurant	JOB No.
2	Revised	20.Jul.2019	946 Great Plain Avenue	
3	Revised	23.Jul.2019	Needham, Mass.	
4	Revised	01.Aug.2019		
5	Revised	06.Aug.2019		
6	Revised	10.Aug.2019		
7	Revised Basement +	05.Nov.2019		
8	Revised Lavs & Seating	30.Apr.2020		
		1391		
			131 DUNSTER STREET BROOKLINE, MASSACHUSETTS 02446 TEL: (617) 731-5599 FAX: (617) 734-8057 www.ZVconstruction.com	SCALE 1/4"=1'-0"
			DATE 04.July.2019	DWG. No.
			Drawn by RC	A-1
			(C) ZVI, 2019	Sheet 1 of 2



BASEMENT FLOOR PLAN:
Total Square Footage = 839 SF

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

AS BUILT
21.June.2021

REVISIONS		DATE	Construction / Fixture Basement Plan	
1	Revised	13.Jul.2019	Thai Story Restaurant 946 Great Plain Avenue Needham, Mass.	JOB No.
2	Revised	20.Jul.2019		
3	Revised	23.Jul.2019		
4	Revised	01.Aug.2019		
5	Revised	06.Aug.2019		
6	Revised	10.Aug.2019		
7	Revised Basement +	05.Nov.2019		
1391			 131 DUMMER STREET BROOKLINE, MASSACHUSETTS 02446 TEL: (617) 731-5599 FAX: (617) 734-8057 www.ZVIconstruction.com	SCALE 1/4"=1'-0" DATE 23.June.2019 Drawn by RC (c) ZVI, 2019
				DWG. No. A-2 Sheet 2 of 2

ENTITY VOTE

The Board of Directors or LLC Managers of

PM Story Corporation

Entity Name

duly voted to apply to the Licensing Authority of

Needam

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

04/20/2021

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Apirak Chuenprapa

Name of Person

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

"VOTED: To appoint

Apichat Chuenprapa

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer / LLC Manager Signature

Apirak Chuenprapa

A

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Apirak Chuenprapa

(Print Name)

Tenant Copy

LEASE

**946 GREAT PLAIN AVENUE
NEEDHAM, MASSACHUSETTS**

Between

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

And

PM Story Corporation, Lessee

946 Great Plain Ave, Needham, MA.

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

Section 1. Fundamental Lease Provisions

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

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

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

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

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

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

ORIGINAL LEASE TERM: Ten (10) years

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

CONDITION OF PREMISES: As Is

LEASE COMMENCEMENT DATE: October 1, 2019

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

TERM COMMENCEMENT DATE: The Lease Commencement Date

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

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

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

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

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

BASIC RENT DURING OPTION TERM:

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

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

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

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

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

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

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

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

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

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

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

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

BROKER: None

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

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

Section 2. Leased Premises

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

Section 3. Term

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

Section 4. Basic Rent

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

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

Section 5. Additional Rent - Operating Expenses

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

Section 6. Permitted Uses

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

Section 7. Lessee's Work and Finish Work

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

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

Section 8. Maintenance and Repair

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

Section 9.

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

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

(c) Intentionally Omitted.

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

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

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

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

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

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

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

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

Section 10. Intentionally Omitted.

Section 11. Force Majeure

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

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

Section 12. Damage or Destruction - Eminent Domain

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

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

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

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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.

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

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

Section 13. Waivers of Subrogation

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

Section 14. Display of Premises

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

Section 15. Termination for Default or Insolvency

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

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

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

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

Section 16. Subordination; Notice of Lease

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

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

Section 17. Holdover

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

Section 18. Estoppel Certificates

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

Section 19. Waiver

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

Section 20 Notice

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

Section 21. Lessor's Right to Cure

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

Section 22. Independent Covenants

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

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

Section 23. Successors and Assigns

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

Section 24. Brokerage

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

Section 25. Lessor's Liability; Assignment for Financing

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

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

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

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

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

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

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

Section 26. Entire Agreement

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

Section 27. No Representations or Warranties

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

Section 28. Prohibitions

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

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

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

Section 29. Signage

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

right to approve in advance the size, style, color, construction and location thereof, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessor shall approve the size, style, color and construction of a sign that is appropriate to the Lessee's permitted use hereunder. Lessee agrees to exonerate, save harmless, protect and indemnify the Lessor from, and against any and all losses, damages, claims, suits or actions for any damage or injury to person or property caused by the erection and maintenance of such signs or parts thereof, except to the extent caused by the intentional acts or reckless misconduct of Lessor or Lessor Parties hereinafter defined as employees, agents, trustees, beneficiaries, managers, members, officers, independent contractors, attorneys or invitees of Lessor (each a "Lessor Party" and collectively, "Lessor Parties"), and insurance coverage for such signs shall be included in the public liability policy which Lessee is required to furnish.

Section 30. Rubbish Removal

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

Section 31. Licensing Permitting

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

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

Section 32. Quiet Enjoyment

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

Section 33. Compliance with Law

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

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

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

Section 34. Miscellaneous

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

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

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

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

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

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

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

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

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

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

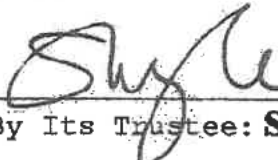
J. Sewer Line. Lessor, at Its sole cost and expense and prior to the Rent Commencement date shall correct the pitch of that portion of the sewer line in the basement connected to Lantina bar drains whose pitch was negatively affected when such drains were so connected.

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

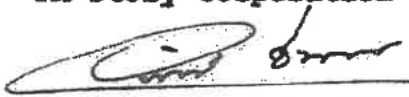
agrees to indemnify and hold harmless Landlord from and against all liability, damage, expense, causes of action, suits, claims, or judgments, of any nature arising from injury to persons or property on the Demised Premises which arise out of the act, failure to act, or negligence of the lender, its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

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

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


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

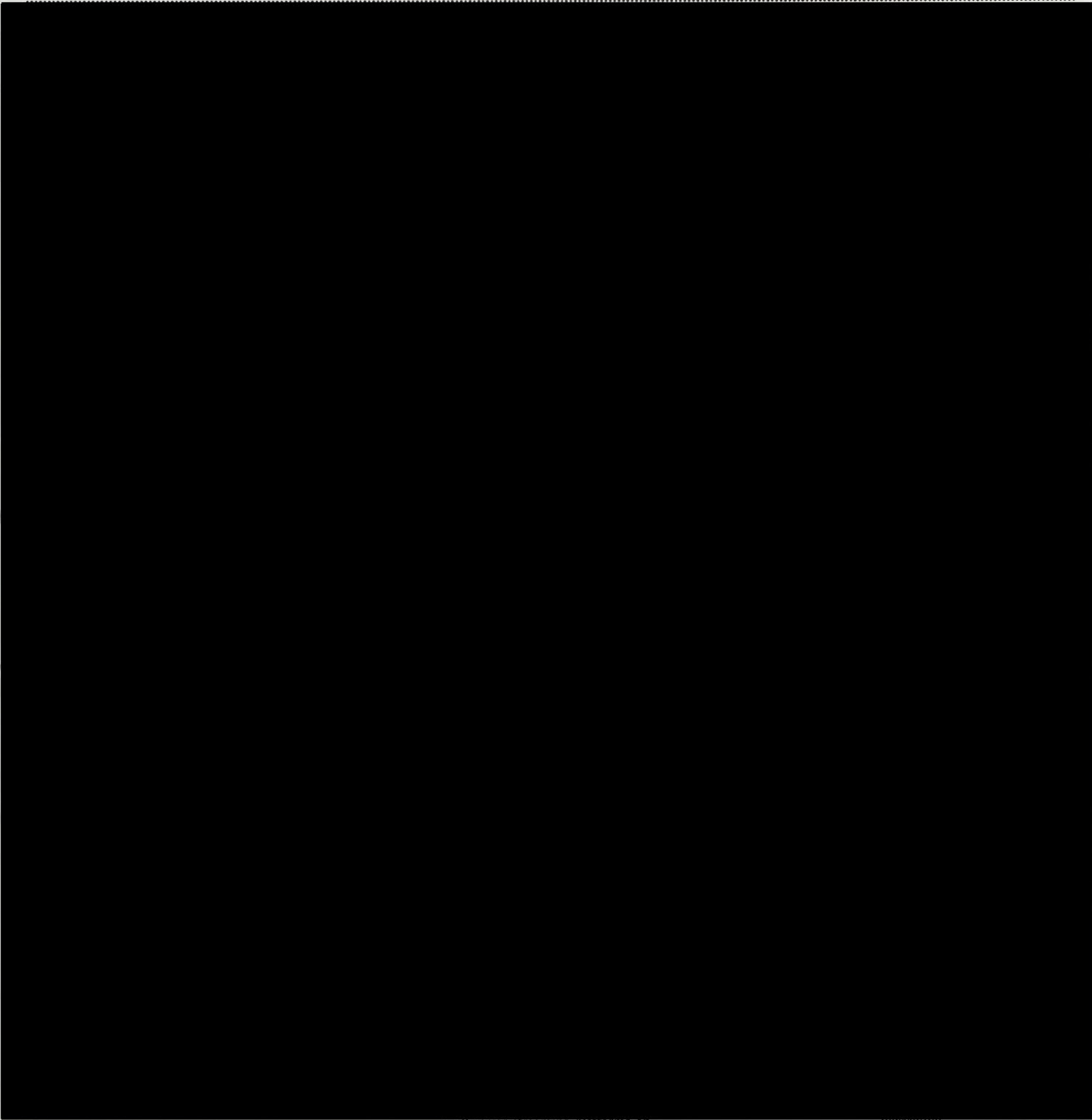
LESSEE: PM Story Corporation

By: 
By its President and Treasurer
Apirak Chuenprapa

10/24/19

[Exhibits on Following Pages]

Exhibit A
PLAN OF LEASED PREMISES



LEGAL NOTICE



Application for All Alcohol License in a Restaurant

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

IT IS ORDERED that a public hearing be held for said application on December 21, 2021 at 6:00 p.m. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Powers Hall, Town Hall and via Zoom.

Select Board
Licensing Board for the Town of Needham

Zoom Information:
<https://us02web.zoom.us/j/83686125873?pwd=Q3YxSk1hZ0RNVUJHQkhDNjhlRnFKUT09>

Passcode: 443025
Or One tap mobile: +13017158592,,83686125873#
Or Telephone: +1 301 715 8592
Webinar ID: 836 8612 5873

(12-9-21 HTW)

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

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

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

ALPHI LLC
596 CENTRAL AVE
NEEDHAM, MA 02492

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

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

FIRST BAPTIST CHURCH
858 GREAT PLAIN AVENUE
NEEDHAM, MA 02492

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

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

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

HEALY, MARTHA M
81 DEDHAM AVE
NEEDHAM, MA 02492

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

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

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

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

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

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

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

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

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

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

50 DEDHAM AVE LLC
93 FISHER AVE
BROOKLINE, MA 02445

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

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

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

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

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

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

Part I ADMINISTRATION OF THE GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD ORDER

Chapter 138 ALCOHOLIC LIQUORS

Section 16C LICENSES FOR PREMISES LOCATED NEAR SCHOOLS OR CHURCHES

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

In this section a church shall mean a church or synagogue building dedicated to divine worship and in regular use for that purpose, but not a chapel occupying a minor portion of a building primarily devoted to other uses, and a school shall mean an elementary or secondary school, public or private, giving not less than the minimum instruction and training

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



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Needham

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|---|---|
| ☒ 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 <input type="text"/> | ☐ Change of DBA | |

APPLICANT INFORMATION

Name of Licensee PM Story Corporation

DBA Little Spoon

Street Address 952 Great Plain Ave. Needham MA

Zip Code 02492

Manager Apichat Chuenprapa

Granted under Special Legislation? Yes ☐ No ☒

\$12 Restaurant

Annual

All Alcoholic Beverages

Type
(i.e. restaurant, package store)

Class
(Annual or Seasonal)

Category
(i.e. Wines and Malts / All Alcohol)

If Yes, Chapter

of the Acts of (year)

DESCRIPTION OF PREMISES

Complete description of the licensed premises

This space will have approximately 2,362 Sq. ft. There are two floors. The first floor has 1,662 square feet and the basement has approximately 700 square feet. The first floor will have a dining area, bar, 2 bathrooms, and kitchen. The basement will have prep area, 1 bathroom, office, walk in cooler and freezer. There is 1 entrance and 2 exits. There will be a total of 60 seats.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 12/03/2021

Time 12:00

Advertised Yes ☒ No ☐ Date Published

12/9/2021

Publication

Needham Hometown Weekly

Abutters Notified: Yes ☒ No ☐ Date of Notice

12/9/2021

Date APPROVED by LLA

12/21/2021

Decision of the LLA

Approves this Application

Additional remarks or conditions
(E.g. Days and hours)

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



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

MEETING DATE: 12/21/2021

Agenda Item	Needham Housing Authority Update
Presenter(s)	Reg Foster, Chair, Needham Housing Authority

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Foster will update the Board on current issues at the Housing Authority, the on-going Modernization & Redevelopment Initiatives, and CPA funding applications.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. None	



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

MEETING DATE: 12/21/2021

Agenda Item	Public Works Sidewalk Program Update
Presenter(s)	Carys Lustig, Director of Public Works Rhain Hoyland, Superintendent of Highway

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Ms. Lustig and Mr. Hoyland will present the work completed over the summer by Town and School staff to evaluate the Town's current sidewalk program. The Department of Public Works is seeking input on the various options to pursue for snow removal on sidewalk for the future.
2.	VOTE REQUIRED BY SELECT BOARD
	<i>Discussion Only</i>
3.	BACK UP INFORMATION ATTACHED
	a. Memo to Town Manger Dated September 17, 2021 b. Sidewalk Snow Plow Routes 2021 Proposed c. Sidewalk Snow Plow Routes To Date



TOWN OF NEEDHAM, MASSACHUSETTS
PUBLIC WORKS DEPARTMENT
500 Dedham Avenue, Needham, MA 02492
Telephone (781) 455-7550 FAX (781) 449-9023

TO: Kate Fitzpatrick, Town Manager

FROM: Carys Lustig, Director of Public Works *on Behalf of Sidewalk Snow Plow Routes Working Group*

CC: Sidewalk Snowplow Routes Working Group

DATE: September 17, 2021

RE: Sidewalk Plowing Update

Background

In April of 2021 representatives from the Town's Department of Public Works, Police Department, Economic Development, Town Manager's Office, and School Department met to discuss the current sidewalk plow program and what changes or improvement can be made for the upcoming year and moving into the future.

Currently the DPW has resources to plow 54 miles of sidewalk with 6 separate routes, with 6 front line sidewalk tractors and one back-up tractor. The current program was established over thirty years ago, and has been tweaked, but not comprehensively evaluated since that time. The primary focus of this program is on school walking routes. Commercial entities are required to remove snow from their sidewalks per the Town bylaw, but this is not believed to apply to property management companies or non-profits. Additionally, the Town piloted for the past two years a supplemental overnight snow removal program in the downtown business area in select locations.

2021 Route and Program Review

With the benefits of the Town's new ArcGIS online mapping tool the committee was able to look at the sidewalk infrastructure and current plow routes in relationship to distance from the schools and various other key locations such as public buildings, affordable housing, business areas, public transit and houses of worship. This exercise demonstrated that while there were tweaks that would be appropriate to our walking routes, most of our existing routes were within a one-mile walking radius to the schools and should remain part of our snow removal program. The group also looked at additional areas that might be high impact for sidewalk plowing, which are not included in our existing program.

Within the existing resources there was not sufficient mileage recommended for a reduction of service on current routes to allow for the addition of service to these new areas (reduction of .83 miles). Additional resources or an adjustment of priorities would be required to provide additional services.

Over the past two years, a pilot program was implemented to determine if the Town or another organized entity in the downtown can provide a coordinated snow removal program. The Town piloted small ride-on equipment to expedite this work. The pilot was limited in scope and only addressed snow



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removal on off hours. Currently, the Town does not have the staffing resources to expand this program any further than its existing limits. To expand this program additional staffing, either temporary or permanent would be required for the Town to provide these services. The Town or another collective business entity could also contract out these services.

Possible Changes or Recommendations

Continue Current Operations.

Very small changes to existing routes are recommended if the sidewalk plow program were to stay as currently designed. This would involve removing Hunting Rd and a very small portion of Great Plain Ave (the North side from Central Ave to North Hill Ave) on one side of the road where this is insufficient space for us to run our snowplow equipment.

Additionally, in researching the Town's current by-law requiring commercial entities to remove snow from their sidewalks, it was discovered that there are several entities in commercial areas in Town that seem to fall outside this bylaw. Non-profits and housing rental properties do not cleanly fit into the definition of commercial, but the Town would anticipate that it would be the responsibility of the building operators to remove snow from their frontage. A change in the bylaw to address this issue may be necessary.

Expand Current Operations

Presently the Public Works Department is exploring the idea of adding a seventh route that expands the downtown pilot area and creates clear paths to public transit stops. This extends from the Chestnut Street business areas, through downtown and up to Needham Heights. This would expand our existing operation from 6 to 7 pieces of equipment. Our current sidewalk tractor inventory consists of 6 primary pieces of equipment and 1 back-up piece of equipment. This proposal would add an additional piece of equipment to the inventory (approximately \$176,000). Additionally, this piece would require an additional operator (approximately \$99,000 inclusive of benefits annually, but only a small portion would be dedicated to the snow program). The DPW intends on submitting a DSR4 to expand its union staff in the Highway Division in the next year due to overall work demands within the division, and this expansion would provide the necessary position to operate this piece of equipment. It would also expand our miles of coverage from 54 miles to 57 miles and provide consistent removal in the downtown and along public transit. Details and considerations will need to be worked out regarding operation hours, equipment fit on sidewalks, and incidental damage to neighboring businesses and infrastructure.

Completely Reimagine Operations

If the focus of the snow removal program for sidewalk were to be adjusted and refocused on the removal of snow for sidewalks a different method of removal can be envisioned. This could mean hiring



TOWN OF NEEDHAM, MASSACHUSETTS
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more staff and buying more equipment, outsources services if the market exists, or having the existing equipment focus on difficult to remove areas like streets with no berms and streets corners and having private individuals responsible for clearing the frontage of their property. These are just examples of major changes to our program which would result in increased costs and/or some other method of regulation to move forward.

Conclusions

The DPW intends on moving forward with the first option, Continue Current Operations, for the upcoming 2021-2022 snow season, and would be able to investigate the other two options for the following snow seasons. This includes the Downtown pilot locations with the same parameters as the program has had over the past two years it has been implemented.

If the option for seven sidewalk routes is preferred, additional funding for equipment and staff would be requested in the FY23 Operating and Capital budgets for implementation at the earliest in the 2022-2023 snow season.

We recommend that the language in the existing bylaw, 3.1.8.1, addressing snow removal on sidewalks by commercial entities be reexamined and expanded to other non-residential or income generating uses.

Reference Materials

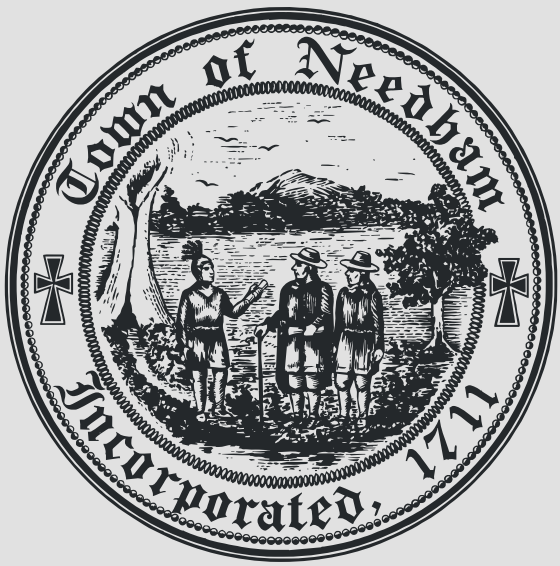
- <http://needhamma.gov/4569/Sidewalk-Plowing>
- Dedham's Sidewalk Plow Survey results
- Maps:
 - Current Program
 - Proposed Program

Town of Needham

Massachusetts

Sidewalk Snowplow Routes

2021 Proposal



WELLESLEY

NEWTON

- Public Services**
- Fire Department
 - Police Department
 - Beth Israel Deaconess Med. Center
 - Post Office
 - Needham Public Library
 - Town Hall
 - Public Service Admin. Building (DPW)
 - School Administration Building
 - The Center at the Heights (Senior Ctr.)
 - Recycling & Transfer Station (RTS)
 - Rosemary Recreation Complex (RRC)
- Public Schools**
- Broadmeadow Elementary School
 - Eliot Elementary School
 - High Rock Grade 6 School
 - Needham High School
 - Mitchell Elementary School
 - Pollard Middle School
 - Newman Elementary School
 - Williams Elementary School
- Commuter Rail Stations**
- Hersey
 - Needham Center
 - Needham Heights
 - Needham Junction

- Legend**
- School Building
 - School Parking
 - Interstate Highways
 - Highway Ramps
 - Major Roads
 - Minor Roads
 - Railroads
 - Waterbodies
 - Town Boundaries
- Sidewalk Plow Routes**
- 1
 - 1 & 2
 - 1 & 6
 - 2
 - 2 & 3
 - 3
 - 4
 - 5
 - 6
- Routes and revisions, 08/2021.

All data is for display and planning purposes only and should not be considered accurate, current or complete. The Town of Needham assumes no liability for misuse or alteration of this data.

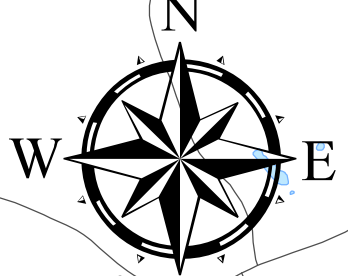
This map portrays roads that have been constructed and are in general use for vehicular traffic. Marked portions of one-way roads should not be considered comprehensive.

Road data shown was updated based on aerial photographs and data provided by the Town of Needham Department of Public Works, Engineering Division.

Town of Needham
Geographic Information Systems

Town of Needham
500 Dedham Avenue, Needham, MA 02492
www.NeedhamMA.gov/GIS
(781) 455-7550

\\SidewalkSnowWorkingGroup\\SidewalkSnowplow2021_Proposed_2.mxd
b.v.a. 09/03/2021



Miles

0 0.125 0.25 0.5 0.75 1

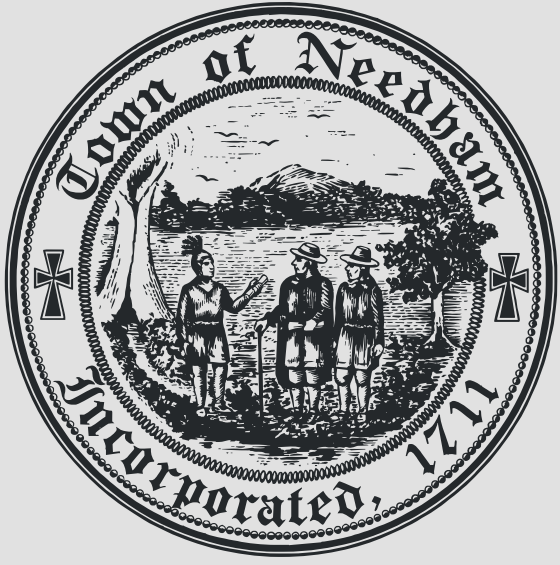
1 inch = 750 feet

Town of Needham

Massachusetts

Sidewalk Snowplow Routes

2021 Proposal



WELLESLEY

NEWTON

Public Services

- Fire Department
- Police Department
- Beth Israel Deaconess Med. Center
- Post Office
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- Public Service Admin. Building (DPW)
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Public Schools

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- Newman Elementary School
- Williams Elementary School

Commuter Rail Stations

- Hersey
- Needham Center
- Needham Heights
- Needham Junction

Legend

- School Building
- School Parking
- Interstate Highways
- Highway Ramps
- Major Roads
- Minor Roads
- Railroads
- Waterbodies
- Town Boundaries

Sidewalk Plow Routes

- 1
- 1 & 2
- 1 & 6
- 2
- 2 & 3
- 3
- 4
- 5
- 6
- 7

Routes and revisions, 08/2021.

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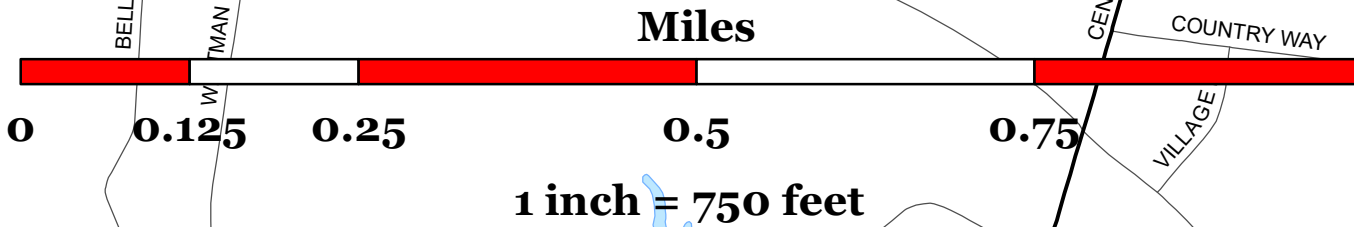
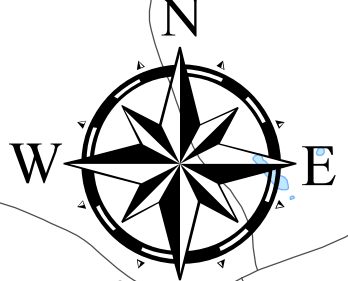
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\\SidewalkSnowWorkingGroup\\SidewalkSnowplow2021_Proposed.mxd
b.v.a 08/12/2021





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

MEETING DATE: 12/21/2021

Agenda Item	Highland Ave (Webster St – Great Plain Ave) – Traffic Improvement Program Submission Update
Presenter(s)	Carys Lustig, Director of Public Works Rhain Hoyland, Superintendent of Highway

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Ms. Lustig and Mr. Hoyland will present the work that the Department of Public Works has completed to submit the Highland Ave Corridor (Webster St to Great Plain Ave) for consideration in the State's Traffic Improvement Program that would provide funding for a potential reconstruction of this corridor in the future.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Discussion Only</i>	
3.	BACK UP INFORMATION ATTACHED
a. Needham TIP Executive Summary b. Highland Ave Survey Results	



Highland Avenue (South) Corridor Improvements

Executive Summary

The Town of Needham Public Works and Planning Departments are in the initial stages of planning for long-needed improvements to the Highland Avenue corridor, a vital arterial for residents and businesses of Needham and the local region. The project limits will extend 1.3 miles, from Webster Street to Great Plain Avenue, and will include upgrades at all signalized intersections along the corridor. Due to the size and scope of the project, State and Federal funding will be necessary to construct the improvements.

The State Transportation Improvement Program (STIP) maps out five years of funding for transportation projects statewide. The projects are initially accepted by the Massachusetts Department of Transportation as eligible for the funding.

The project is then considered by the municipalities' planning organization, or the Boston Region Metropolitan Planning Organization (BRMPO) for Needham. The BRMPO decides which projects to fund and when using a variety of criteria based upon the goals of the BRMPO. These criteria assess how projects support equity, improve air quality and the environment, increase safety for different modes, promote economic development, improve mobility, and preserve and modernize existing infrastructure. Scores based on those criteria are balanced with considerations related to the project's investment program category, readiness for construction and cost, and the availability of funding. It is important to apply for a place on the TIP early in the design process as construction funding may not be available for seven to ten years from the date of submittal.

In order to score well and be placed earlier on the STIP, as well as be eligible for State and Federal funding, the Highland Avenue project must incorporate accommodations for all users and various modes of transportation, including vehicles, pedestrians, bicyclists, and transit riders. The Highland Avenue project is considering the following improvements:

- ✓ widening sidewalks to create a shared bicycle and pedestrian facility
- ✓ provision of on-road bicycle lanes
- ✓ updates to all traffic signals
- ✓ potential new traffic signals
- ✓ transit priority

The Highland Avenue project has been submitted to MassDOT and been accepted as a project for potential funding. The BRMPO will score the project and solicit feedback between November and April 2022. While this is occurring, the conceptual design can be advanced, with local public participation, and then the design can be progressed. Please see the attached project milestones for an anticipated timeline.



Highland Avenue (South) Corridor Improvements

Project Milestones

Public Input Survey

Completed Summer 2021

Concept Development & Scoping



3 → 6 months

Data Collection (Survey base plan, traffic data)



3 → 4 months

Public Info Meeting & Listening Session



10% Design & Review



3 → 6 months

Public Update Meeting



25% Design & Review



6 → 12 months

25% Design Public Hearing



Boston Region MPO - TIP Programming



± 6 months

75% Design & Review



6 → 12 months

Public Update Meeting



100% Design & Review



4 → 6 months

Public Update Meeting



Right of Way Acquisition



9 → 12 months

Final Plans, Specifications & Estimate (PS&E)



3 → 6 months

Advertise for Construction Bids (MassDOT)



1 → 2 months

MEMORANDUM DRAFT

TO: Carys Lustig
DPW Director
500 Dedham Avenue
Needham, MA 02492

DATE: August 3, 2021

FROM: Elizabeth Oltman, PE
Director of Transportation Planning

PROJECT NO.: T1077

RE: Highland Avenue TIP Project
Public Survey Results

Introduction

The Town of Needham Public Works and Planning Departments are in the initial stages of planning for long-needed improvements to the Highland Avenue corridor, which is a vital arterial for residents and businesses of Needham and the local region. The project limits will extend approximately 1.3 miles, from Webster Street to Great Plain Avenue, and will include upgrades at all signalized intersections along the corridor. To be eligible for State and Federal funding, the project must incorporate accommodations for all users and various modes of transportation, including vehicles, pedestrians, bicyclists, and transit riders.

TEC and the Town solicited public input to help refine the goals and develop the priorities for the project to ensure that it best meets the needs of abutters, residents, business owners and other stakeholders. Successfully addressing the project goals while being sensitive to abutter concerns will be key to the success of this project. The following summarizes the results of the survey:

General Survey Results

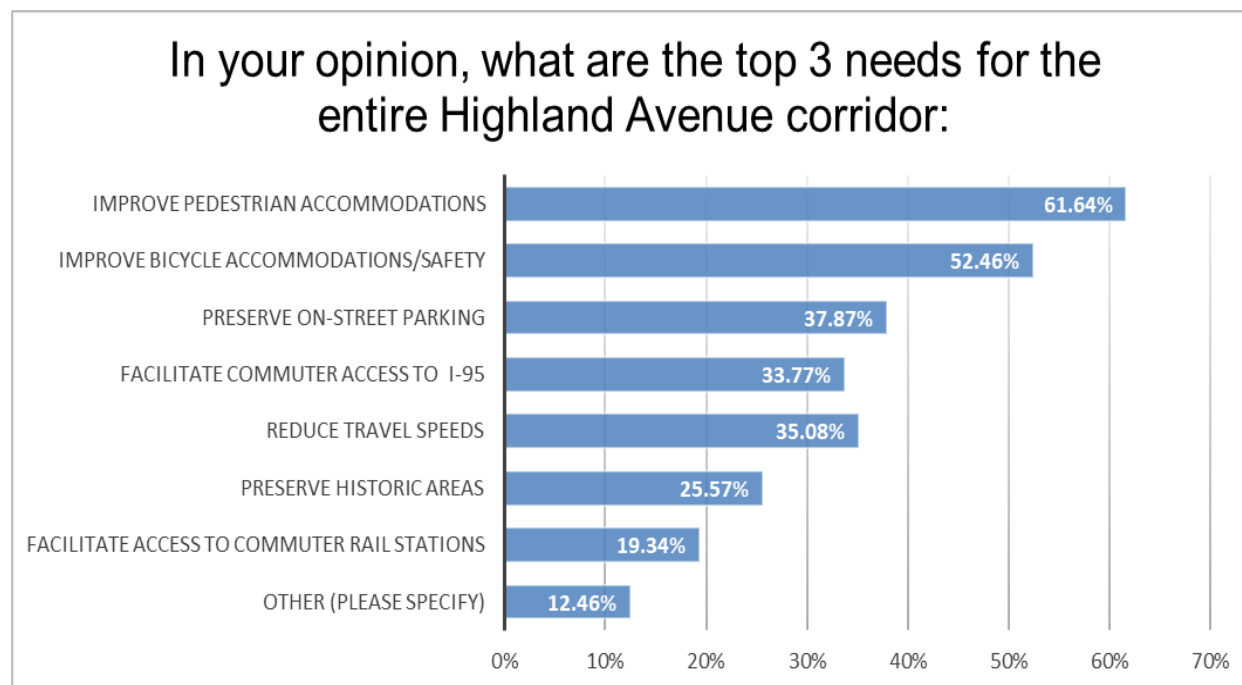
A total of 617 responses were collected:

Respondent Type	Percentage	Number
Direct abutter	5.54%	34
Resident of intersecting side street	19.38%	119
Interested Needham resident	66.78%	410
Needham business owner	2.77%	17
Other (please specify)	5.54%	34

The "Other" respondents included commuters on Highland Avenue, employees that work in Needham, residents of neighboring towns or cities, and shoppers at Highland Avenue businesses.

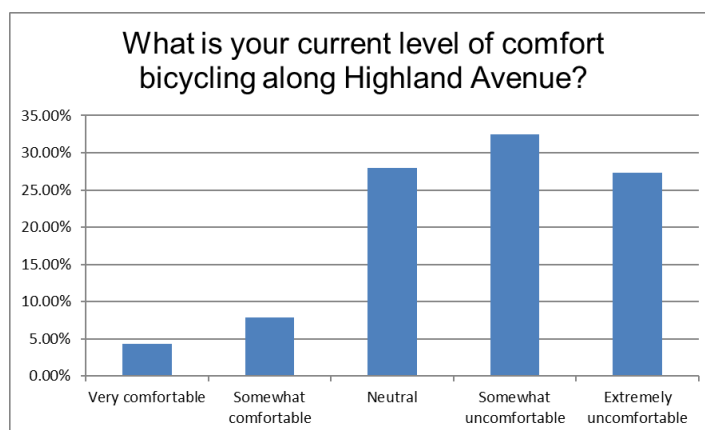
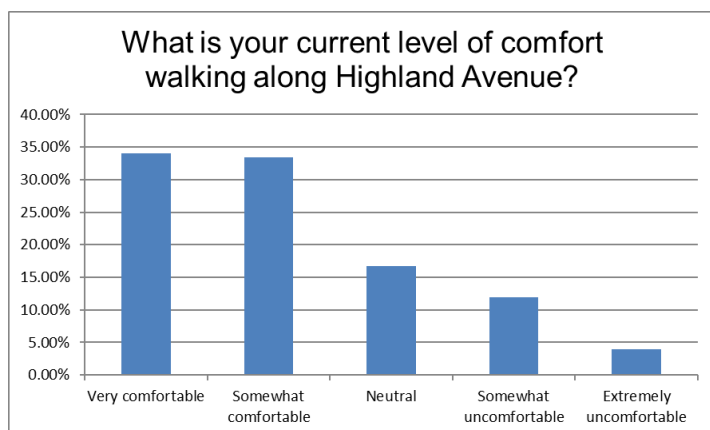
Highland Avenue
Public Survey Results
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Overall, the top three transportation priorities identified for the Highland Avenue corridor included improving pedestrian accommodations and safety, improving bicycle accommodations and safety, and preserving on-street parking.



“Other” responses included 4% improving aesthetics, 2% additional pedestrian crossings, and 5% vehicle congestion/signal improvements.

In general, respondents felt “very comfortable” or “somewhat comfortable walking along Highland Avenue and “somewhat uncomfortable” or “uncomfortable” bicycling along Highland Avenue.



TEC identified four distinct segments of Highland Avenue along the corridor:

- Between Webster Street and Hunnewell Street, the majority of adjacent land uses are residential properties
- Between Hunnewell Street and Morton Street is the Needham Heights area, with commercial uses and access to the MBTA Commuter Rail
- Between Morton Street and Rosemary Street, the majority of adjacent land uses are residential properties
- Between Rosemary Street and Great Plain Avenue is Downtown Needham, with commercial uses, Needham Town Hall, Needham Memorial Park, and access to the MBTA Commuter Rail

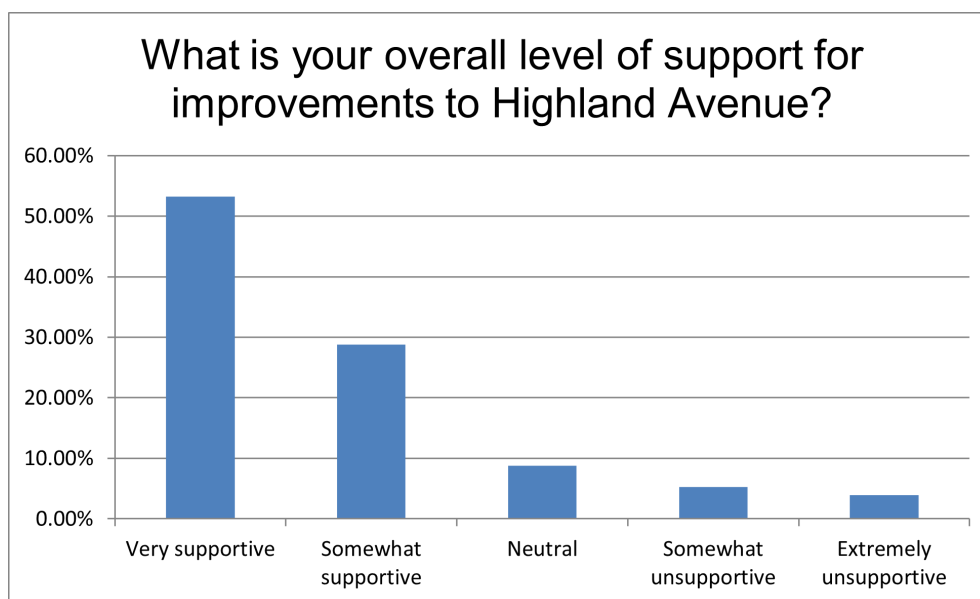
Between Webster Street and Hunnewell Street, the top priorities identified were improving traffic operations/reducing congestion, maintaining the residential character of the area, and improving safety for all users, with over 40% of the respondents choosing these needs.

Within the Needham Heights area, the overwhelming (51%) priority identified was improving traffic operations/reducing congestion. Secondary priorities identified included improving aesthetics, improving the pedestrian experience, and protecting local business interests (approximately 30% each).

Between Morton Street and Rosemary Street, the top priority selected by 52 percent of respondents was maintaining the residential character of the area. The secondary priorities included improving safety features for all users (43%) and improving traffic operations/reducing congestion (39%).

Within the Needham Downtown area, between Rosemary Street and Great Plain Avenue, the top priorities included improving traffic operations/reducing congestion (47%), improving the pedestrian experience (32%), and maintaining the historic character of the area (29%).

Overall, survey respondents were overwhelmingly supportive of improvements to Highland Avenue, with 53 percent indicating they are “very supportive” of the project.



Responses by Responder Type

TEC requested that survey responders self-identify into one of five groups: direct abutters, residents of intersecting side streets, interested Needham residents, business owners, and others. The survey responses were subdivided by survey responder to determine whether different users of the roadway had different priorities and comfort levels.

Abutter responses to the survey indicated their top three priorities for the Highland Avenue corridor include reducing travel speeds, improving pedestrian accommodations and safety, and preserving historic areas. It was also noted that their priorities across the different segments of Highland Avenue included maintaining the existing historic and residential character of the area and improving traffic operations and reducing congestion. A majority (65%) stated that they currently feel very comfortable walking along Highland Avenue but are less comfortable bicycling along Highland Avenue (57% neutral to extremely uncomfortable). A total of 67% of abutters stated that they would be unlikely to use an on-street bicycle lane and a total of 64% stated that they would feel uncomfortable on a shared-use path as either a pedestrian or a bicyclist.

Residents living on connected side streets noted that their top priorities for the corridor included improving pedestrian accommodations and safety, improving bicycle accommodations and safety, and facilitating commuter access to I-95. A total of 88% of these survey respondents indicated that their current level of bicycling along the corridor ranged from neutral to extremely uncomfortable, and 60% responded that they were very or somewhat comfortable walking along Highland Avenue. 40% indicated that a shared use path would be a significant benefit to the corridor.

A total of 410 respondents were residents of Needham who were interested in the project. Residents responded that their top three priorities for Highland Avenue included improving

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pedestrian accommodations and safety, improving bicycle accommodations and safety, and preserving on-street parking. 68% stated that they currently feel very or somewhat comfortable walking along Highland Avenue but are less comfortable bicycling along Highland Avenue (90% neutral to extremely uncomfortable). A total of 37% of residents stated that they would be unlikely to use an on-street bicycle lane and 31% stated that a bicycle lane would be beneficial. A total of 42% stated that they would see a significant benefit to a shared use path along Highland Avenue for pedestrians and bicyclists.

17 Needham business owners responded to the community survey. Business owners indicated that their top three priorities for Highland Avenue were preserving on-street parking, facilitating commuter access to I-95, and facilitating commuter access to commuter rail stations. The business owners indicated that bicycle lanes would not be used (70%), but some benefit to a shared use path was noted (52% small to significant benefit).

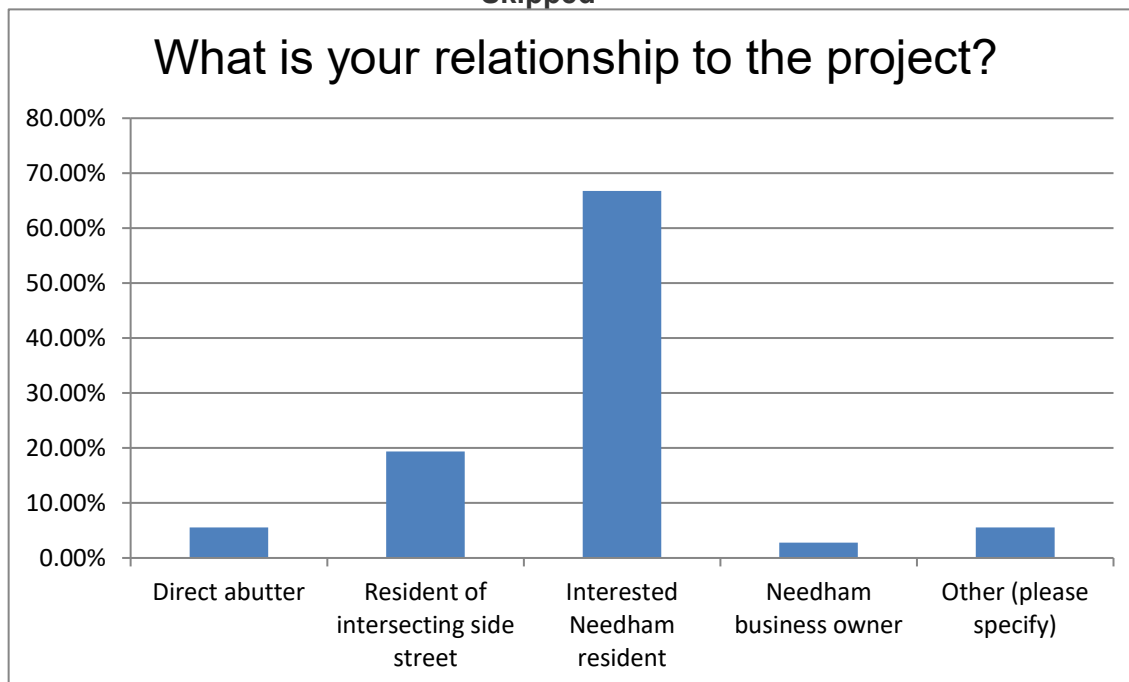
34 "other" responses came from commuters on Highland Avenue, employees that work in Needham, residents of neighboring towns or cities, and shoppers at Highland Avenue businesses. These responses indicated their top three priorities as improving pedestrian accommodations and safety, improving bicycle accommodations and safety, and reducing travel speeds.

Detailed survey responses are attached.

Highland Avenue South

What is your relationship to the project?

Answer Choices	Responses	
Direct abutter	5.54%	34
Resident of intersecting side street	19.38%	119
Interested Needham resident	66.78%	410
Needham business owner	2.77%	17
Other (please specify)	5.54%	34
	Answered	614
	Skipped	3



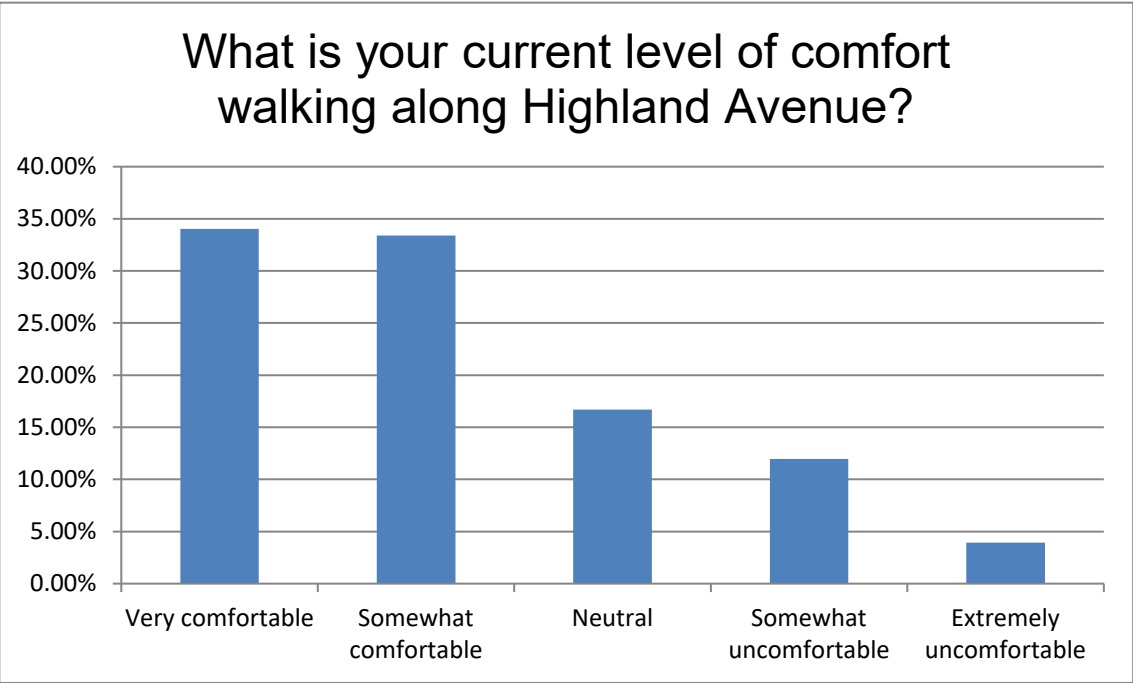
Other:

Commuters on Highland Avenue	5
Employees within Needham	8
Patrons of Needham businesses	7
Community Leaders	14

Highland Avenue South

What is your current level of comfort walking along Highland Avenue?

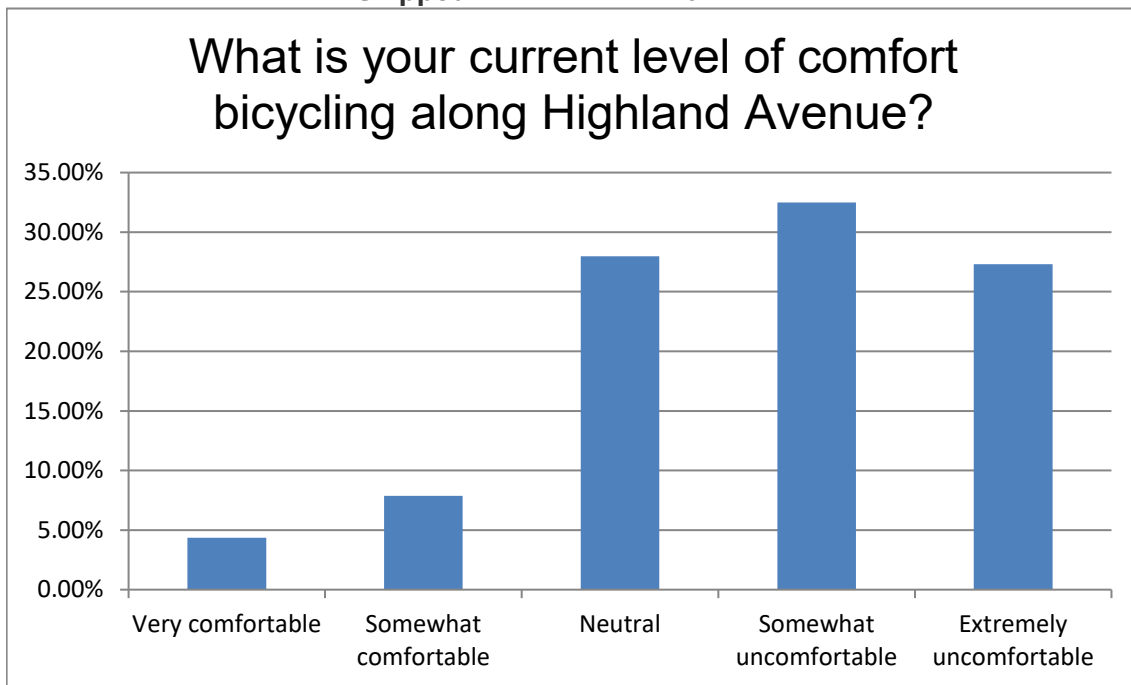
Answer Choices	Responses	
Very comfortable	34.04%	208
Somewhat comfortable	33.39%	204
Neutral	16.69%	102
Somewhat uncomfortable	11.95%	73
Extremely uncomfortable	3.93%	24
Answered		611
Skipped		6



Highland Avenue South

What is your current level of comfort bicycling along Highland Avenue?

Answer Choices	Responses	
Very comfortable	4.36%	26
Somewhat comfortable	7.87%	47
Neutral	27.97%	167
Somewhat uncomfortable	32.50%	194
Extremely uncomfortable	27.30%	163
Answered		597
Skipped		20

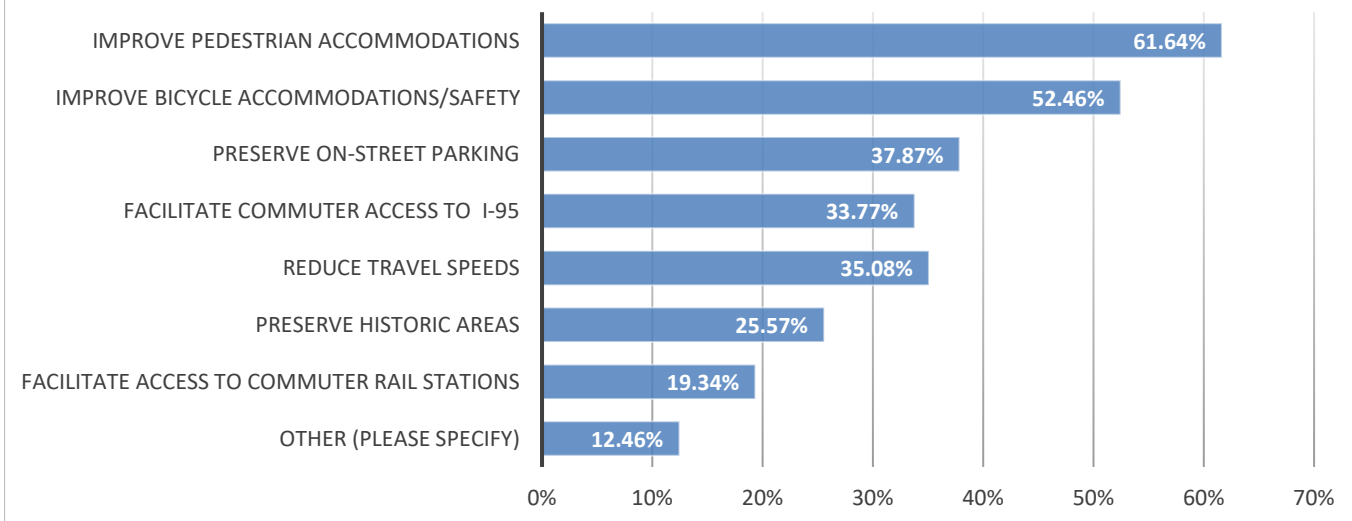


Highland Avenue South

In your opinion, what are the top 3 needs for the entire Highland Avenue corridor:

Answer Choices	Responses
Other (please specify)	12.46% 76
Facilitate access to commuter rail stations	19.34% 118
Preserve historic areas	25.57% 156
Reduce travel speeds	35.08% 214
Facilitate commuter access to I-95	33.77% 206
Preserve on-street parking	37.87% 231
Improve bicycle accommodations/safety	52.46% 320
Improve pedestrian accommodations	61.64% 376
Answered	610
Skipped	7

In your opinion, what are the top 3 needs for the entire Highland Avenue corridor:



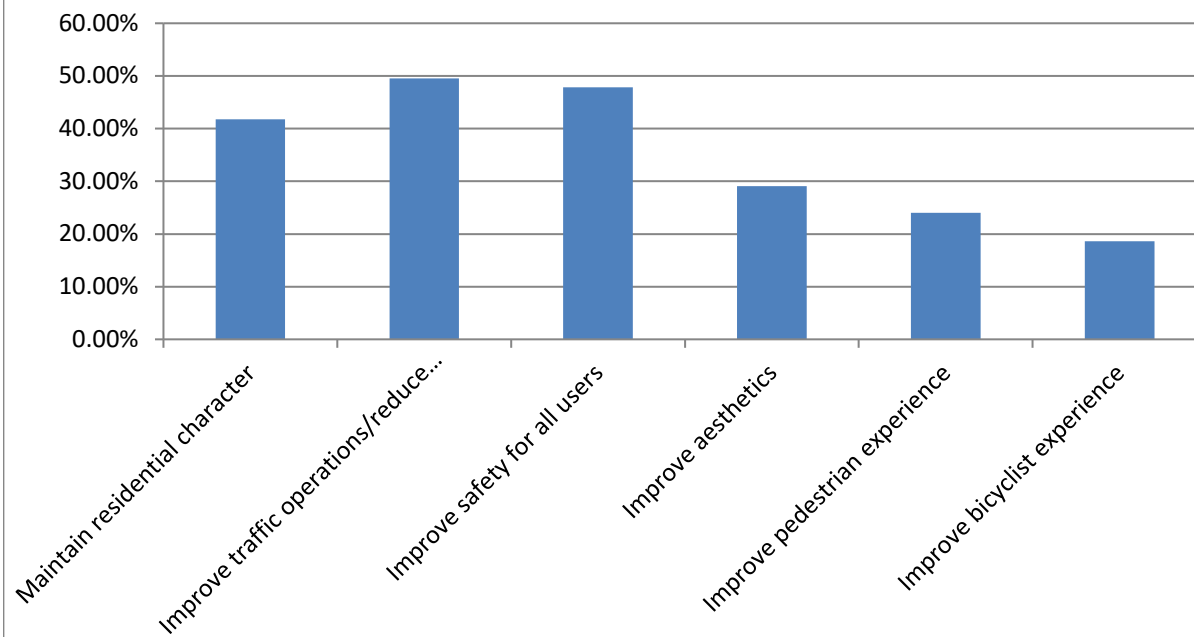
Other:

Improve Aesthetics	25
Improve Pedestrian Crossings	12
Improve Signal Operations/Reduce Congestion	32

Highland Avenue South
for Highland Avenue between Webster
Street and Hunnewell Street:

Answer Choices	Responses	
Maintain residential character	41.78%	254
Improve traffic operations/reduce congestion	49.51%	301
Improve safety for all users	47.86%	291
Improve aesthetics	29.11%	177
Improve pedestrian experience	24.01%	146
Improve bicyclist experience	18.59%	113
Answered		608
Skipped		9

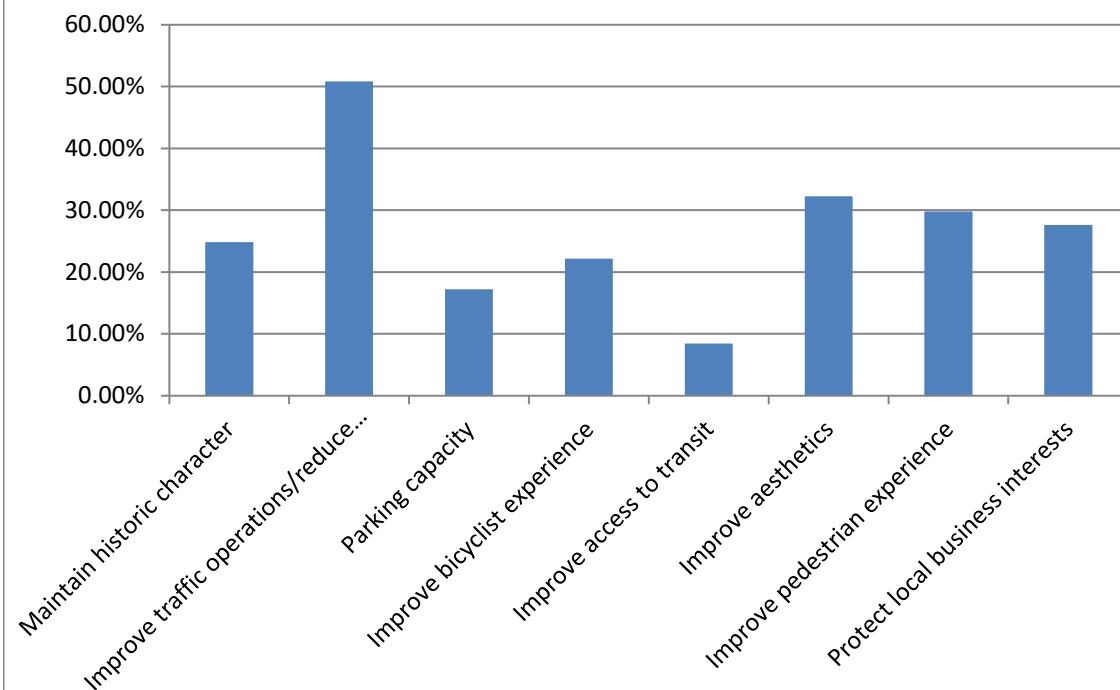
In your opinion, what are the top 2 needs for
Highland Avenue between Webster Street
and Hunnewell Street:



Highland Avenue South
for Highland Avenue between Hunnewell
Street and Morton Street (Needham
Heights):

Answer Choices	Responses	
Maintain historic character	24.83%	150
Improve traffic operations/reduce congestion	50.83%	307
Parking capacity	17.22%	104
Improve bicyclist experience	22.19%	134
Improve access to transit	8.44%	51
Improve aesthetics	32.28%	195
Improve pedestrian experience	29.80%	180
Protect local business interests	27.65%	167
Answered		604
Skipped		13

In your opinion, what are the top 2 needs
for Highland Avenue between Hunnewell
Street and Morton Street (Needham
Heights):

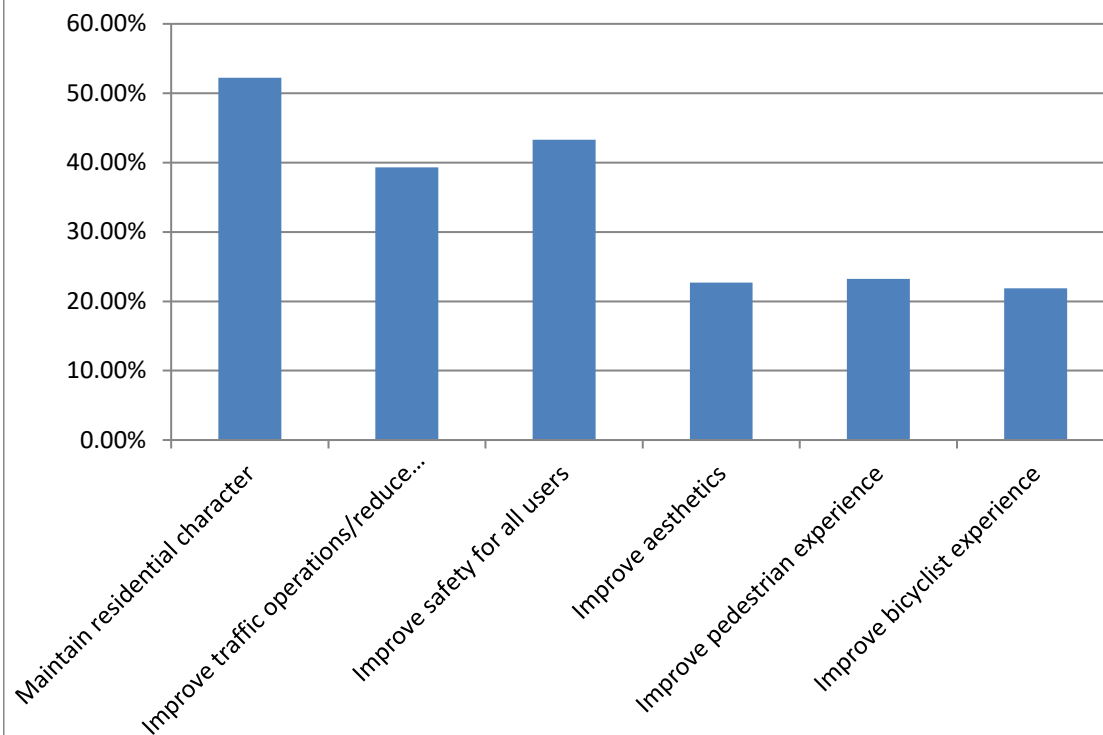


Highland Avenue South

**In your opinion, what are the top 2 needs
for Highland Avenue between Morton
Street and Rosemary Street:**

Answer Choices	Responses	
Maintain residential character	52.24%	315
Improve traffic operations/reduce congestion	39.30%	237
Improve safety for all users	43.28%	261
Improve aesthetics	22.72%	137
Improve pedestrian experience	23.22%	140
Improve bicyclist experience	21.89%	132
Answered		603
Skipped		14

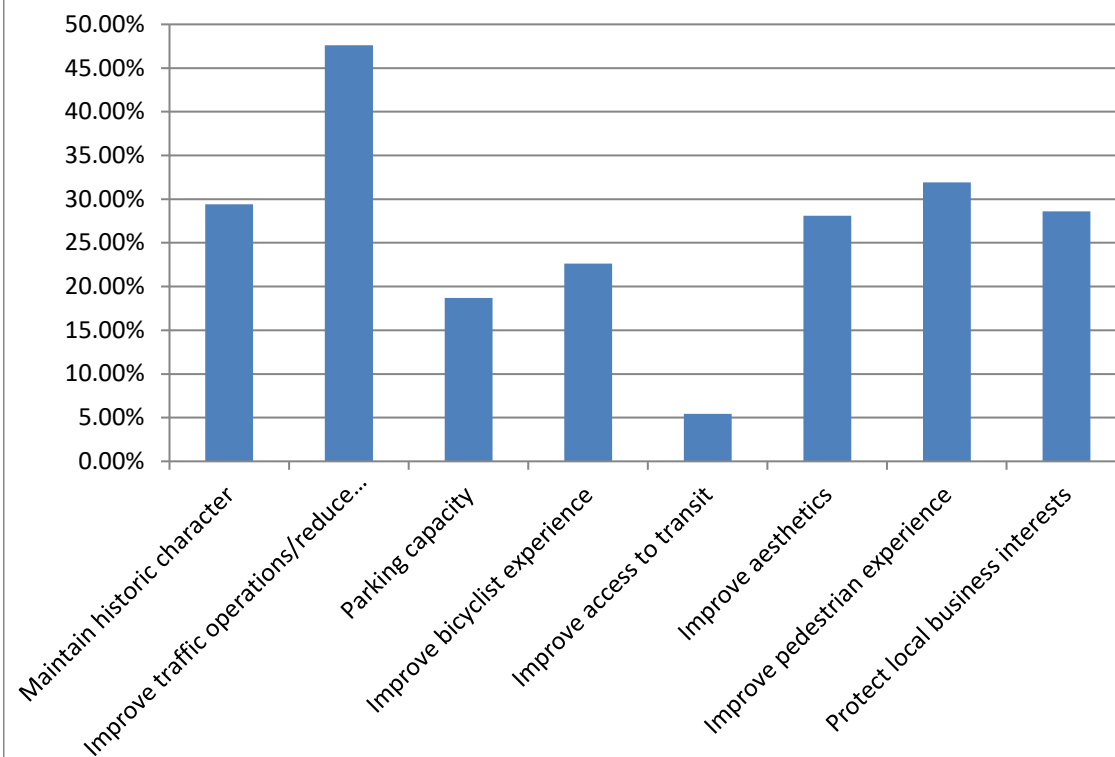
**In your opinion, what are the top 2 needs
for Highland Avenue between Morton
Street and Rosemary Street:**



Highland Avenue South
**In your opinion, what are the top 2 needs
for Highland Avenue between Rosemary
Street and Great Plain Avenue (Needham**

Answer Choices	Responses	
Maintain historic character	29.42%	178
Improve traffic operations/reduce congestion	47.60%	288
Parking capacity	18.68%	113
Improve bicyclist experience	22.64%	137
Improve access to transit	5.45%	33
Improve aesthetics	28.10%	170
Improve pedestrian experience	31.90%	193
Protect local business interests	28.60%	173
Answered		605
Skipped		12

**In your opinion, what are the top 2 needs
for Highland Avenue between Rosemary
Street and Great Plain Avenue (Needham
Downtown):**

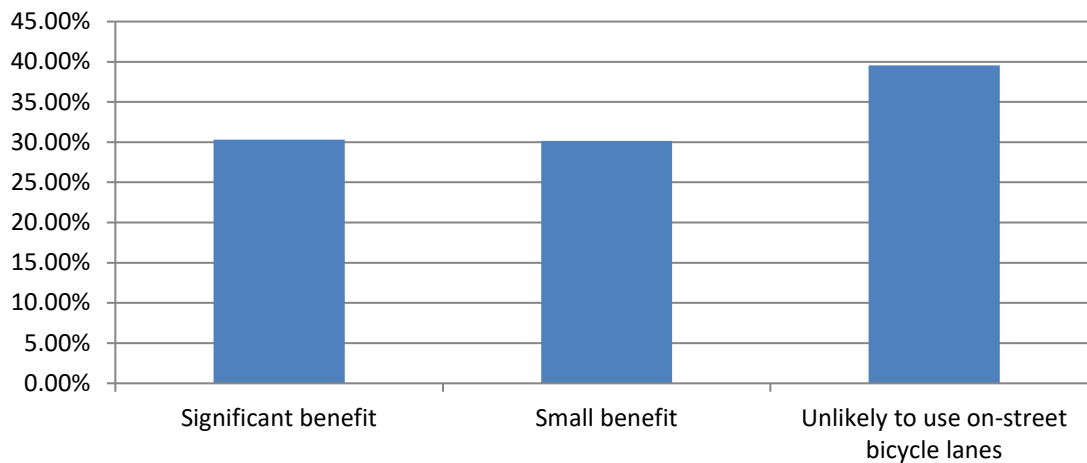


Highland Avenue South

Do you believe the corridor would benefit from having bicycle lanes on both sides of Highland Avenue?

Answer Choices	Responses	
Significant benefit	30.31%	184
Small benefit	30.15%	183
Unlikely to use on-street bicycle lanes	39.54%	240
Answered		607
Skipped		10

Do you believe the corridor would benefit from having bicycle lanes on both sides of Highland Avenue?

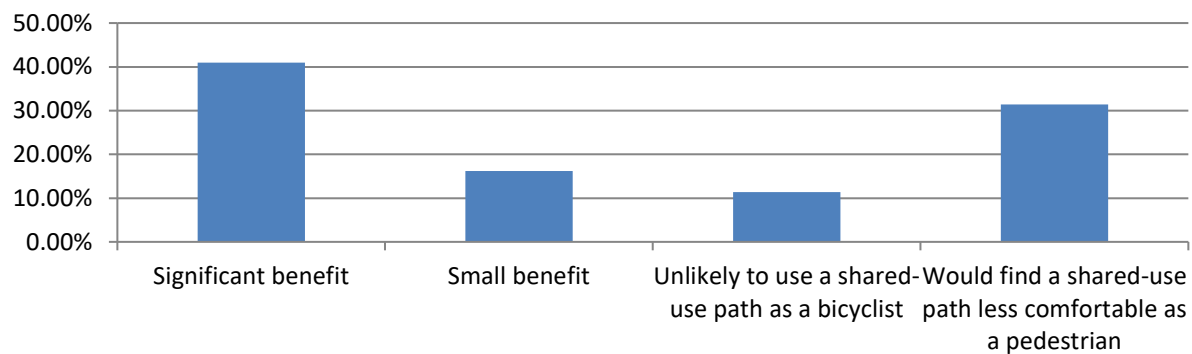


Highland Avenue South

Do you believe the corridor would benefit from having a shared-use path (typically 10' with 5' buffer from roadway) on one side of Highland Avenue to accommodate both bicycles and pedestrians?

Answer Choices	Responses	
Significant benefit	40.99%	248
Small benefit	16.20%	98
Unlikely to use a shared-use path as a bicyclist	11.40%	69
Would find a shared-use path less comfortable as a pedestrian	31.40%	190
Answered		605
Skipped		12

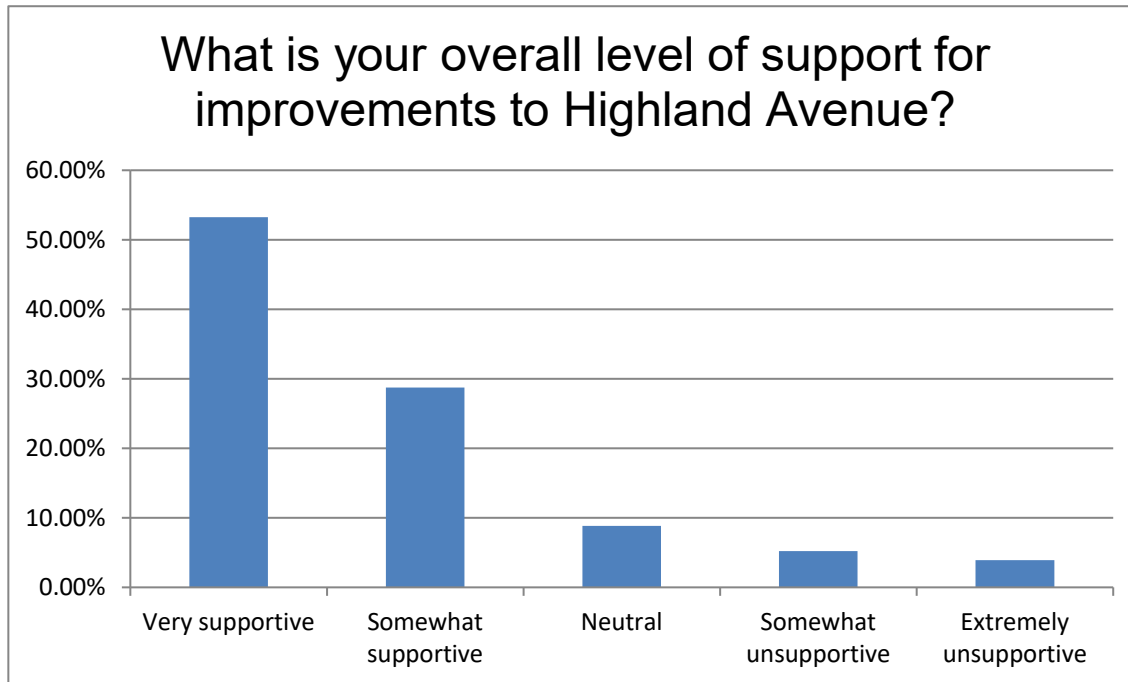
Do you believe the corridor would benefit from having a shared-use path (typically 10' with 5' buffer from roadway) on one side of Highland Avenue to accommodate both bicycles and pedestrians?



Highland Avenue South

What is your overall level of support for improvements to Highland Avenue?

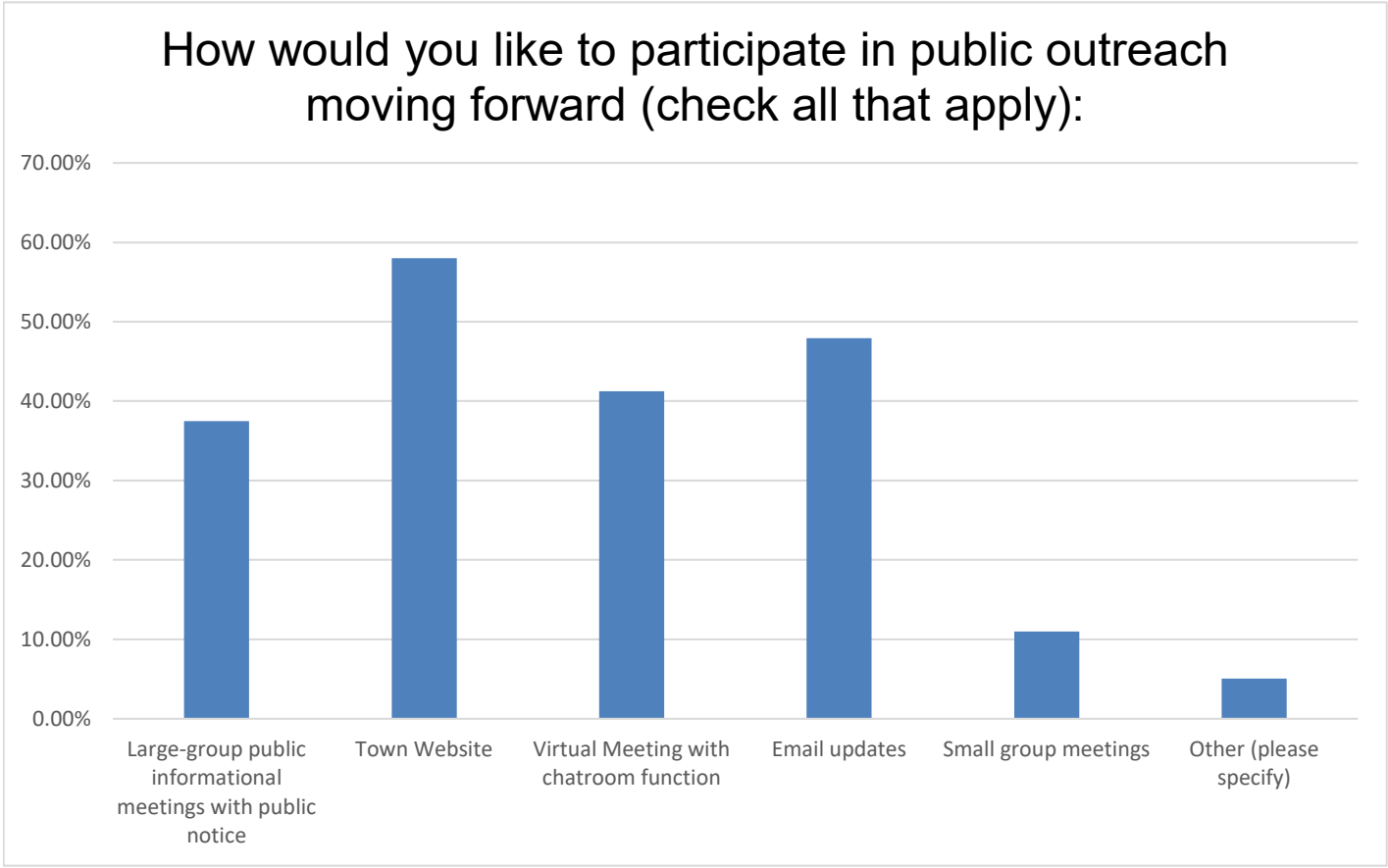
Answer Choices	Responses	
Very supportive	53.27%	326
Somewhat supportive	28.76%	176
Neutral	8.82%	54
Somewhat unsupportive	5.23%	32
Extremely unsupportive	3.92%	24
Answered		612
Skipped		5



Highland Avenue South

How would you like to participate in public outreach moving forward (check all that apply):

Answer Choices	Responses	
Large-group public informational meetings with public notice	37.48%	208
Town Website	58.02%	322
Virtual Meeting with chatroom function	41.26%	229
Email updates	47.93%	266
Small group meetings	10.99%	61
Other (please specify)	5.05%	28
Answered		555
Skipped		62



Survey Comments

Respondents	Responses
1	I work at the Needham Library and bike from Newton. Getting through the business section with the sharrows is scary, I usually get off and walk. Other than that the route from the highway to the Library isn't bad for biking (discounting the current construction). The image above looks great!
2	Sharing bike lane is dangerous for young kids and dogs so I really hope that doesn't make it in.
3	Looking forward to this project getting underway
4	The shared use sidewalk looks nice for kids and adults. For bike lanes to be affective, street parking would have to be removed, and this would mainly benefit adult cyclists.
5	Cars drive far too fast on highland as it currently is. Widening the road will only make this worse and more dangerous for residents.
6	Hunnewell to the highway. Entering Needham is so ugly. Even an easy improvement if just cleaning the debris and weeding the berm would be an excellent start. It always looks so ugly right when you get off the highway. It does not make residents/visitors feel proud to arrive here. Having safer bike/pedestrian accessibility over the highway area would be important too for
7	Thanks
8	I am both in need of resident and business owner, and I'm interested in providing feedback on this project. I welcome being contacted.
9	Needham is a small town and should be extremely walkable for errands, social activities etc. Every effort should be made to increase walkability which would also benefit local business and reduce need for parking. View through climate sustainability lens - consider making "downtown" car free with peripheral lots instead.
10	I feel VERY strongly that there NOT be a designated bike lane on the roadway. If obtaining funding is dependent on the presence of a bike lane I am in favor of a shared-use path
11	The lack of pedestrian traffic has to do with business choices/options. Parking is bad and visibility leaving parking areas is limited.
12	Bumper to bumper traffic is a problem in the area but the real issue to me is it's not an aesthetically pleasing area. Good businesses but messy store fronts and signage. Dumpsters on the sidewalks. Abandoned nursing home. Trash along sidewalks. Overgrown shrubs blocking sidewalks. It's not a pretty area to walk around
13	Thank you - I think this could be a great improvement to Needham!
14	I LIVE ON HIGHLAND AVE. I HAVE TALK TO MANY NEIGHBORS AND THEY DON'T KNOW ANYTHING ABOUT THIS SURVEY, HOW CAN THE RESULT S BE ACCURATE? WE SHOULD ALL GET RESIDENTS ON HIGHLAND AVE, MAILED INFORMATION OF WHAT IS GOING ON . IS IT 4 LANES OR 2 CAR LANES THAT THE TOWN IS TALKING ABOUT?

15	I have emphasized aesthetics in my responses because Needham seems determined to win the "plans for the ugliest town" award--see new fire stations and police station, orange DPW building. the high school additions, etc. There is no vision of an integrated or attractive town architecture, building on (not copying) existing styles. See Natick's center for an integrated, timeless look. Also, please add decent sized trees to your plans! As the world gets hotter, trees provide huge benefits including much needed shade for walkers and bikers.
16	I would like to see improved safety between Memorial Park and the stores across the street. I believe a pedestrian walkway should be placed between Memorial park and the stores (around Hungry Coyote). So many high school students and adults cross the street there, and it is a safety hazard.
17	One of the effects of COVID is that many of us residents now make much greater use of the outdoor space of the town. We walk, bike, eat and drink outdoors. As such improvements should focus on making this corridor more pedestrian and biker friendly, as well as making it more esthetically pleasing while providing outdoor spaces for residents to use. Let's not plan for a 1960s LA experience focused on an ugly car centric view of our town.
18	Thank you for soliciting input!
19	PLEASE preserve the residential/hometown-feel with any improvements that may be done. Enough with multiple level office buildings and more with bringing the community together in both indoor and outdoor spaces.
21	I love the idea of a shared bike/pedestrian lane, especially for kids!
22	A separated bike lane would be a great addition to Highland Avenue. It could create a safe, bike-friendly link to the Bay Colony Rail Trail near Needham Junction. In addition, turning the unused section of rail in Needham Heights into a greenway would greatly enhance transit options for pedestrians and bicyclists. It would enable people from Needham Heights to safely walk/ride to the High School, Rosemary Pool, Sudbury Farms, Needham Center, and the commuter rail stations. Let's make this a priority for Needham!
24	Would be great if improvements to Highland Ave might also help connect cyclists and pedestrians from Webster into Newton, or possibly build a pedestrian / cycling path over 128 following old rail line.
25	While I bike on the roads normally I would love to see a shared use bike lane for the kids and would use it myself as it is sooo much safer than biking past parallel-parked cars, and on the roads with increasingly distracted drivers.
26	I would like to suggest that reducing traffic speeds should be an option under some of the questions that ask about top 2 choices. The street is only dangerous for bikers and pedestrians because cars drive too fast. A wider road likely will make them drive even faster.

27	The work already being done on highland from Webster st to highway is extremely upsetting to see the land robbed from many businesses and residents. Many of those properties lost parking and for no good reason. We don't need bike lanes, bicyclists need to learn to adhere to road rules.
28	As a regular commuter, pedestrian and parent of young children I do not experience any challenges with the current state and would prefer the \$\$ be spent in other areas/projects in town. Thanks for putting together this survey and collecting input!
29	There are sections of highland ave that need help especially in the heights. Do not think an entire redo is necessary
30	not all progress is improvement
31	This survey is missing options to expand housing, Given all the discussion about housing in transit corridors that seems like a very significant omission! I would have answered more housing for all the questions I left blank, but was not given that option!

Abutter Responses

34 Responses

What is your current level of comfort walking along Highland Avenue?

Very comfortable	64.71%
Somewhat comfortable	17.65%
Neutral	8.82%
Somewhat uncomfortable	0.00%
Extremely uncomfortable	8.82%

What is your current level of comfort bicycling along Highland Avenue?

Very comfortable	21.21%
Somewhat comfortable	21.21%
Neutral	21.21%
Somewhat uncomfortable	12.12%
Extremely uncomfortable	24.24%

Do you believe the corridor would benefit from having bicycle lanes on both sides of Highland Avenue?

Significant benefit	17.65%
Small benefit	14.71%
Unlikely to use on-street bicycle lanes	67.65%

Do you believe the corridor would benefit from having a shared-use path on one side of Highland Avenue?

Significant benefit	23.53%
Small benefit	11.76%
Unlikely to use a shared-use path as a bicyclist	29.41%
Would find a shared-use path less comfortable as a pedestrian	35.29%

Abutter Responses

Priorities- Highland Street Segments

Highland Corridor

Reduce travel speeds	78.79%
Improve pedestrian accommodations/safety	51.52%
Preserve historic areas	45.45%

between Webster Street and Hunnewell Street:

Maintain residential character	61.76%
Improve traffic operations/reduce congestion	52.94%

between Hunnewell Street and Morton Street

Maintain historic character	48.48%
Improve traffic operations/reduce congestion	45.45%

between Morton Street and Rosemary Street

Maintain residential character	84.85%
Improve traffic operations/reduce congestion	36.36%

between Rosemary Street and Great Plain Avenue

Improve traffic operations/reduce congestion	48.48%
Maintain historic character	42.42%

Business Owner Responses

17 Responses

What is your current level of comfort walking along Highland Avenue?

Somewhat comfortable	41.18%
Very comfortable	29.41%
Neutral	23.53%
Somewhat uncomfortable	5.88%
Extremely uncomfortable	0.00%

What is your current level of comfort bicycling along Highland Avenue?

Very comfortable	5.88%
Somewhat comfortable	11.76%
Neutral	47.06%
Somewhat uncomfortable	17.65%
Extremely uncomfortable	17.65%

Do you believe the corridor would benefit from having bicycle lanes on both sides of Highland Avenue?

Significant benefit	0.00%
Small benefit	29.41%
Unlikely to use on-street bicycle lanes	70.59%

Do you believe the corridor would benefit from having a shared-use path on one side of Highland Avenue?

Significant benefit	17.65%
Small benefit	35.29%
Unlikely to use a shared-use path as a bicyclist	17.65%
Would find a shared-use path less comfortable as a pedestrian	29.41%

Business Owner Responses

Priorities- Highland Street Segments

Highland Corridor

Preserve on-street parking	58.82%
Facilitate commuter access to I-95	47.06%
Facilitate access to commuter rail stations	47.06%

between Webster Street and Hunnewell Street:

Improve traffic operations/reduce congestion	64.71%
Improve safety for all users	58.82%

between Hunnewell Street and Morton Street

Improve traffic operations/reduce congestion	50.00%
Parking capacity	43.75%
Protect local business interests	43.75%

between Morton Street and Rosemary Street

Improve traffic operations/reduce congestion	70.59%
Improve safety for all users	52.94%

between Rosemary Street and Great Plain Avenue

Parking capacity	58.82%
Protect local business interests	52.94%

Interested Resident Responses

410 Responses

What is your current level of comfort walking along Highland Avenue?

Somewhat comfortable	35.21%
Very comfortable	33.99%
Neutral	17.60%
Somewhat uncomfortable	10.27%
Extremely uncomfortable	2.93%

What is your current level of comfort bicycling along Highland Avenue?

Very comfortable	2.99%
Somewhat comfortable	6.97%
Neutral	27.86%
Somewhat uncomfortable	34.83%
Extremely uncomfortable	27.36%

Do you believe the corridor would benefit from having bicycle lanes on both sides of Highland Avenue?

Significant benefit	31.28%
Small benefit	31.77%
Unlikely to use on-street bicycle lanes	36.95%

Do you believe the corridor would benefit from having a shared-use path on one side of Highland Avenue?

Significant benefit	42.82%
Small benefit	15.10%
Unlikely to use a shared-use path as a bicyclist	11.14%
Would find a shared-use path less comfortable as a pedestrian	30.94%

Interested Resident Responses

Priorities- Highland Street Segments

Highland Corridor

Improve pedestrian accommodations/safety	61.52%
Improve bicycle accommodations/safety	56.62%
Preserve on-street parking	39.95%

between Webster Street and Hunnewell Street:

Improve safety for all users	49.26%
Improve traffic operations/reduce congestion	48.28%

between Hunnewell Street and Morton Street

Improve traffic operations/reduce congestion	51.61%
Improve aesthetics	33.50%

between Morton Street and Rosemary Street

Maintain residential character	51.36%
Improve safety for all users	44.91%

between Rosemary Street and Great Plain Avenue

Improve traffic operations/reduce congestion	48.15%
Improve pedestrian experience	32.59%

Other Responses

34 Responses

Responses from: Commuters on Highland Street, Employees in Needham, Residents of Neighboring Towns, Shoppers at businesses on Highland, etc.

What is your current level of comfort walking along Highland Avenue?

Somewhat comfortable	27.27%
Somewhat uncomfortable	24.24%
Very comfortable	24.24%

What is your current level of comfort bicycling along Highland Avenue?

Very comfortable	3.13%
Somewhat comfortable	3.13%
Neutral	25.00%
Somewhat uncomfortable	34.38%
Extremely uncomfortable	34.38%

Do you believe the corridor would benefit from having bicycle lanes on both sides of Highland Avenue?

Significant benefit	48.48%
Small benefit	21.21%
Unlikely to use on-street bicycle lanes	30.30%

Do you believe the corridor would benefit from having a shared-use path on one side of Highland Avenue?

Significant benefit	52.94%
Small benefit	14.71%
Unlikely to use a shared-use path as a bicyclist	5.88%
Would find a shared-use path less comfortable as a pedestrian	26.47%

Other Responses

Priorities- Highland Street Segments

Highland Corridor

Improve pedestrian accommodations/safety	67.65%
Improve bicycle accommodations/safety	64.71%
Reduce travel speeds	41.18%

between Webster Street and Hunnewell Street:

Improve safety for all users	60.61%
Improve traffic operations/reduce congestion	42.42%

between Hunnewell Street and Morton Street

Improve traffic operations/reduce congestion	42.42%
Improve bicyclist experience	36.36%

between Morton Street and Rosemary Street

Improve safety for all users	57.58%
Maintain residential character	39.39%

between Rosemary Street and Great Plain Avenue

Improve bicyclist experience	45.45%
Improve traffic operations/reduce congestion	39.39%

Resident (Connected Side Street) Responses

119 Responses

What is your current level of comfort walking along Highland Avenue?

Somewhat comfortable	32.48%
Very comfortable	28.21%
Neutral	15.38%
Somewhat uncomfortable	18.80%
Extremely uncomfortable	5.13%

What is your current level of comfort bicycling along Highland Avenue?

Very comfortable	4.46%
Somewhat comfortable	7.14%
Neutral	28.57%
Somewhat uncomfortable	32.14%
Extremely uncomfortable	27.68%

Do you believe the corridor would benefit from having bicycle lanes on both sides of Highland Avenue?

Significant benefit	29.31%
Small benefit	31.90%
Unlikely to use on-street bicycle lanes	38.79%

Do you believe the corridor would benefit from having a shared-use path on one side of Highland Avenue?

Significant benefit	40.00%
Small benefit	18.26%
Unlikely to use a shared-use path as a bicyclist	7.83%
Would find a shared-use path less comfortable as a pedestrian	33.91%

Resident (Connected Side Street) Responses

Priorities- Highland Street Segments

Highland Corridor

Improve pedestrian accommodations/safety	67.24%
Improve bicycle accommodations/safety	48.28%
Facilitate commuter access to I-95	43.10%

between Webster Street and Hunnewell Street:

Improve traffic operations/reduce congestion	52.99%
Maintain residential character	50.43%

between Hunnewell Street and Morton Street

Improve traffic operations/reduce congestion	52.14%
Improve aesthetics	36.75%

between Morton Street and Rosemary Street

Maintain residential character	52.59%
Improve traffic operations/reduce congestion	39.66%
Improve safety for all users	39.66%

between Rosemary Street and Great Plain Avenue

Improve traffic operations/reduce congestion	48.28%
Maintain historic character	33.62%



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

MEETING DATE: 12/21/2021

Agenda Item	FY2023 Budget Priorities
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Director of Finance Katie King, Assistant Town Manager/Director of Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager reviewed proposed budget priorities for the FY2023 Operating and Capital Budgets with the Select Board on December 14, 2021. The Town Manager will recommend approval of the statement of budget priorities.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board approve the statement of budget priorities for fiscal year 2023.	
3.	BACK UP INFORMATION ATTACHED
a. Budget Priorities for FY2023	

Select Board Budget Priorities for Fiscal Year 2023

Approved: December 21, 2021

The Select Board has adopted the following core budget priorities for general government operations. These priorities served as a key guideline in our evaluation of departmental spending requests.

1. Supporting items that contribute to the Town's recovery from the COVID-19 Pandemic.
2. Support for initiatives that ensure that Needham is a welcoming and inclusive community that fosters personal and community safety and ensures that all residents are secure and cared for during emergencies and natural disasters.
3. Supporting initiatives to ensure that Needham residents enjoy high levels of physical and mental well-being and abundant recreational, cultural and educational opportunities in an environment where human rights are respected, diversity is celebrated, and neighbors feel connected.
4. Supporting the renovation, reconstruction and/or preservation of the Town's capital assets in the most prudent, realistic, and efficient manner, including continued investment in buildings, infrastructure, and parks, along with the resources to support adequate staffing to accomplish this goal, particularly in Public Works and Park & Recreation.
5. Ensuring that Needham has the economic opportunities and resources for residents and businesses to thrive in our community.
6. Ensuring that Needham is a sustainable, thriving and equitable community that benefits from and supports clean energy; preserves and responsibly uses the earth's resources; and cares for ecosystems.
7. Creating or strengthening a multi-modal transportation system that gets people where they want to go, when they want to get there, safely and cost-effectively.
8. Support for initiatives that contribute to financial sustainability, including the maintenance of a debt service plan that balances capital needs with the Town's ability to pay, identification of alternative funding sources for traditional cash capital needs, evaluation of financing alternatives, and alignment of capital and maintenance needs with appropriate funding sources.
9. Achieving greater coordination and efficiency among Town departments and providing adequate resources to address identified service delivery and general administrative needs of the Town in a cost-effective manner.
10. Supporting excellent customer service, responsible management of the Town's assets, data-driven decision-making, and community engagement.
11. Maximizing resources within the limits of Proposition 2 ½ to avoid operating overrides.



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

MEETING DATE: 12/21/2021

Agenda Item	Approve the FY2023 – FY2027 Capital Improvement Plan
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Finance Katie King, Assistant Town Manager/Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board approve the FY2023 - 2027 Capital Improvement Plan for transmittal to the Finance Committee.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> that the Board approve the FY2023 – 2027 Capital Improvement Plan for transmittal to the Finance Committee.	
3.	BACK UP INFORMATION ATTACHED
a. Tier One Capital Project Recommendations for Fiscal Years 2023 – 2027 b. Individual Capital Requests were forwarded previously (November 30, 2021)	

FY2023 - FY2027 Tier 1 Recommendations

FY2023 Capital Project Requests Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Town Offices Replacement Furniture	P	Manager	General	1	25,000	25,000	25,000		P-002
GIS Technology Systems	P	ITC	General	1	120,000	120,000	120,000		P-004
Public Safety Mobile Devices	P	Police	Public Safety	1	50,000	50,000	50,000		P-005
Public Works Mobile Devices	P	Admin	Public Works	1	50,000	50,000	50,000		P-006
Personal Protective Equipment	M	Fire	Public Safety	1	53,174	53,174	53,174		P-017
School Copiers	M	Schools	Schools	1	53,275	53,275	53,275		P-024
School Furniture	P	Schools	Schools	1	25,000	25,000	25,000		P-030
School Technology	M	Schools	Schools	1	437,000	437,000	437,000		P-036
Renovate/Reconstruct Emery Grover Building at Highland Avenue Location (Option #3) - Also see CPA	M	Schools	Schools	5	13,400,000	13,400,000		13,400,000	P-046
School Master Plan Financing & Scheduling Options	NBS	Schools	Schools	5	75,000				P-049
Public Works Facilities Improvements	M	Public Works	Public Works	5	60,000				P-064
Roof Top Unit Replacement (Broadmeadow & Eliot Schools)	N	Schools	Schools	2	817,750	817,750	817,750		P-070
Center at the Heights Generator Installation	M	COA	Community	2	27,000	27,000	27,000		P-075
Energy Efficiency Upgrade Improvements	M	Various	Utilities	2					P-077
Hillside School Boiler Installation	M	Bldg. Maint	General	2	275,000	275,000	275,000		P-092

FY2023 - FY2027 Tier 1 Recommendations

FY2023 Capital Project Requests Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Pollard School Locker Room Retrofit	IM	Schools	Schools	2	1,068,500				P-99
Centre Street Bridge Replacement	N	Highway	Transportation Network	3	1,650,000				P-105
Traffic Improvements	P	Engineering	Transportation Network	3	50,000	50,000	50,000		P-113
Walker Pond Improvements	M	Parks	Community	3	356,000	356,000	356,000		P-119
Public Works Infrastructure Program	M	Highway	Transportation Network	3	3,951,000	2,655,000	2,655,000		P-127
Athletic Facility Improvements (Claxton Field Lighting Installation and Softball Field Skin construction) - Also See CPA	M	Parks	Community	3	817,000	817,000	817,000		P-140
Bigbelly Trash Receptacles	N	Solid Waste	Community	1	135,000				P-144
Recycling and Transfer Station Property Improvements (Tipping Pit Design)	M	Solid Waste	Public Works	2	47,500	47,500	47,500		P-146
Center at the Heights Space Utilization Study	PB	COA	Community	2	75,000	75,000	75,000		P-160
Library Space Study	P	Library	Community	2	60,000				P-164
Library Technology	P	Library	Community	1	26,280	26,280	26,280		P-166
Cricket Field Building Improvements	M	Recreation	Community	2	50,000				P-171
High School Tennis Court Improvements Design	N	Recreation	Community	3	50,000	50,000	50,000		P-178
Open Space Acquisitions	PI	Recreation	Community	5	1,000,000				P-190

FY2023 - FY2027 Tier 1 Recommendations

FY2023 Capital Project Requests Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Addition to Fleet Work Truck Class 4	L	Parks	Public Works	4	83,638	83,638	83,638		P-226
Replace Unit 108 2011 Trackless Tractor	LX	Highway	Public Works	4	298,670	298,670	298,670		P-226
Replace Unit 5 2011 International 7400 Dump Truck	L	Solid Waste	Public Works	4	291,255	291,255	291,255		P-226
Replace Unit 59 2015 Steco Trailer	L	Solid Waste	Public Works	4	100,112	100,112	100,112		P-226
Replace Unit 700 2012 Ford Econ Van E250	C	Bldg. Maint	Public Works	4	71,547	71,547	71,547		P-226
Replace Unit 713 2012 Ford F450	L	Bldg. Maint	Public Works	4	86,168	86,168	86,168		P-226
Replace Unit Bus 2 2017 Blue Bird 202 School Bus	L	Schools	Schools	4	108,100	108,100	108,100		P-226
Replace Unit C-06 2015 Ford F350	C	Fire	Public Safety	4	84,845	84,845	84,845		P-226
TOTAL					25,928,814	20,534,314	7,134,314	13,400,000	

FY2023 - FY2027 Tier 1 Recommendations

FY2023 Capital Project Requests Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Community Preservation Fund									
Renovate/Reconstruct Emery Grover Building at Highland Avenue Location (Option #3) - Also see General Fund	M	Schools	Schools	5	6,000,000	6,000,000		6,000,000	P-046
Boat Launch Construction	M	Engineering	Community	3	285,000	285,000	285,000		P-102
Athletic Facility Improvements (Claxton Field Lighting Installation and Softball Field Skin construction) - Also see General Fund	M	Parks	Community	3	1,008,000	1,008,000	1,008,000		P-140
TOTAL					7,293,000	7,293,000	1,293,000	6,000,000	
					33,221,814	27,827,314	8,427,314	19,400,000	
Sewer Enterprise									
Sewer Main Greendale/Rte. 128 (Cheney to GPA)	M	Sewer	Utilities	3	1,110,000	1,110,000	1,110,000		P-208
Replace Unit 19 2010 International 7400 Series	L	Sewer	Utilities	4	291,255	291,255	291,255		P-226
TOTAL					1,401,255	1,401,255	1,401,255		
Water Enterprise									
TOTAL									
FY2023 Grand Total					34,623,069	29,228,569	9,828,569	19,400,000	

FY2023 - FY2027 Tier 1 Recommendations

FY2024 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Town Building Switches	P	ITC	General	1	90,000	90,000	90,000		P-007
Video Projection Equipment Rosemary Recreation Complex	P	HHS	Community	1	55,000	55,000	55,000		P-008
Wireless Hardware Infrastructure	P	ITC	General	1	175,000	175,000	175,000		P-009
Personal Protective Equipment	M	Fire	Public Safety	1	54,503	54,503	54,503		P-018
School Copiers	RM	Schools	Schools	1	75,241	75,241	75,241		P-025
School Furniture	R	Schools	Schools	1	25,000	25,000	25,000		P-031
School Technology	RM	Schools	Schools	1	460,750	460,750	460,750		P-038
Roof Top Unit Replacement (Broadmeadow & Eliot Schools)	N	Schools	Schools	2	5,250,000	5,250,000		5,250,000	P-072
Energy Efficiency Upgrade Improvements	P	Various	Utilities	2	100,000	100,000	100,000		P-078
Facility Assessment for Sustainable Building Management (Library)	P	Schools	Schools	2	50,000	50,000	50,000		P-089
Open Space Acquisitions	PI	Recreation	Community	5	1,000,000				P-091
Pollard School Air Conditioning Upgrade	MI	Schools	Schools	2	111,000				P-096
Central Ave/ Centre Street Bridge Replacement	N	Engineering	Transportation Network	3	10,820,000				P-107
Quiet Zone Safety Upgrades	N	Engineering	Transportation Network	3	1,340,000	1,340,000	1,340,000		P-110

FY2023 - FY2027 Tier 1 Recommendations

FY2024 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Traffic Improvements	P	Engineering	Transportation Network	3	50,000	50,000	50,000		P-114
Fleet Refurbishment	PM	Fleet	Public Works	1	150,000				P-123
Public Works Infrastructure Program	M	Highway	Transportation Network	3	4,060,500	2,186,000	2,186,000		P-130
Athletic Facility Improvements (Fencing)	PM	Parks	Community	3	228,000	228,000	228,000		P-143
Recycling and Transfer Station Property Improvements (Tipping Pit)	N	Solid Waste	Public Works	3	160,000	160,000	160,000		P-147
Recycling and Transfer Station Property Improvements (Ventilation Repairs)	N	Solid Waste	Public Works	3	130,000	130,000	130,000		P-147
NPDES Support Projects	P	Engineering	Stormwater	3	712,000	712,000	712,000		P-152
Library Materials Handler	M	Library	Community	1	100,000				P-162
Library Technology	P	Library	Community	1	36,500	36,500	36,500		P-167
Cricket Field Building Improvements Design	PM	Recreation	Community	2	250,000				P-173
High School Tennis Court Improvements Construction	M	Recreation	Community	3	550,000	550,000	550,000		P-179
Public Playgrounds	M	Recreation	Community	3	30,000	30,000	30,000		P-184
Pool Beach Project Design	NI	Recreation	Community	2					P-187

FY2023 - FY2027 Tier 1 Recommendations

FY2024 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Center at the Heights Generator Installation	PM	COA	Community	2	180,000	180,000	180,000		P-076
Replace Unit 453 2016 Ford Focus	C	Building	Public Safety	4	41,865	41,865	41,865		P-228
Replace Unit 454 2014 Ford Fusion	C	Building	Public Safety	4	41,865	41,865	41,865		P-228
Replace Unit 455 2016 Ford Focus	C	Building	Public Safety	4	41,865	41,865	41,865		P-228
Replace Unit 456 1014 Ford Fusion	C	Building	Public Safety	4	41,865	41,865	41,865		P-228
Replace Unit 458 2014 Ford Explorer	C	Building	Public Safety	4	41,865	41,865	41,865		P-228
Replace Unit C01 2017 Ford Explorer	C	Fire	Public Safety	4	65,091	65,091	65,091		P-228
Replace Unit 9 2012 INTERNATIONAL 7400 Dump Truck	L	Highway	Public Works	4	232,330	232,330	232,330		P-228
Replace Unit Bus 1 2017 Blue Bird 202 School Bus	C	Schools	Schools	4	111,883	111,883	111,883		P-228
Replace Unit 124 Addco Mini Specialty Trailer		Highway	Public Works	4	37,695				P-228
Replace Unit 90 2016 Steco Trailer		Solid Waste	Public Works	4	86,251				P-228
Replace Unit R01 E450 Ambulance		Fire	Public Safety	4	375,698	375,698	375,698		P-228
Replace Unit L-01 2004 Sutphen Quint Ladder Truck	L	Fire	Public Safety	4	1,642,298	1,642,298		1,642,298	P-228
TOTAL				5	29,004,065	14,574,619	7,682,321	6,892,298	

FY2023 - FY2027 Tier 1 Recommendations

FY2024 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Community Preservation Fund									
Athletic Facility Improvements (McCloud Field renovation construction)	M	Parks	Community	3	466,000	466,000	466,000		P-142
TOTAL					466,000	466,000	466,000		
Sewer Enterprise									
Cooks Bridge Sewer Pump Station Design	M	Sewer	Utilities	3	369,500				P-201
Drain System Improvements	M	Sewer	Stormwater	3	2,142,500				P-204
Replace Unit 103 2012 John Deere Backhoe	L	Sewer	Utilities	4	163,007	163,007	163,007		P-228
TOTAL					2,675,007	163,007	163,007		

FY2023 - FY2027 Tier 1 Recommendations

FY2024 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Water Enterprise									
Water Supply Development	I	Water	Utilities	3	480,500				P-222
Charles River Water Treatment Plant HVAC Upgrades Design	N	Water	Utilities	2	34,000	34,000	34,000		P-211
Water Distribution System Improvements (South Street - CR to Chestnut)	M	Water	Utilities	3	3,000,000	3,000,000		3,000,000	P-215
TOTAL					3,514,500	3,034,000	34,000	3,000,000	
FY2024 Grand Total					35,659,572	18,237,626	8,345,328	9,892,298	

FY2023 - FY2027 Tier 1 Recommendations

FY2025 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Town Offices Replacement Furniture	P	Manager	General	1	25,000	25,000	25,000		P-003
Town Building Security and Traffic Cameras	PIS	Police	General	1	350,000				P-010
Data Center Servers	P	ITC	General	1	600,000	600,000	600,000		P-012
Personal Protective Equipment	M	Fire	Public Safety	1	55,865	55,865	55,865		P-019
School Copiers	RM	Schools	Schools	1	60,783	60,783	60,783		P-026
School Furniture	R	Schools	Schools	1	25,000	25,000	25,000		P-032
School Technology	RM	Schools	Schools	1	581,150	581,150	581,150		P-040
Energy Efficiency Upgrade Improvements	P	Various	Utilities	2	100,000	100,000	100,000		P-080
Facility Assessment for Sustainable Building Management (High Rock)	P	Schools	Schools	2	50,000	50,000	50,000		P-090
Pollard School Air Conditioning Upgrade	MI	Schools	Schools	2	1,246,140				P-097
Roof Replacement (High School)	NI	Schools	Schools	2					P-101
Quiet Zone Safety Upgrades	N	Engineering	Transportation Network	3	2,775,000	2,775,000		2,775,000	P-111
Traffic Improvements	P	Engineering	Transportation Network	3	50,000	50,000	50,000		P-115

FY2023 - FY2027 Tier 1 Recommendations

FY2025 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Public Works Infrastructure Program	M	Highway	Transportation Network	3	3,883,000	3,448,000	3,448,000		P-132
NPDES Support Projects	P	Engineering	Stormwater	3	735,000	735,000	735,000		P-154
Athletic Fields Master Plan	MN	Recreation	Community	3	30,000				P-168
Cricket Field Building Improvements Construction	PM	Recreation	Community	2	1,500,000				P-175
Public Playgrounds	M	Recreation	Community	3	400,000				P-185
Pool Beach Project Construction	NI	Recreation	Community	2					P-188
Open Space Acquisitions	PI	Recreation	Community	5	1,000,000				P-192
Replace Unit 111 2013 Trackless Sidewalk Plow Tractor	LX	Highway	Public Works	4	212,396	212,396	212,396		P-230
Replace Unit 186 2010 Giant Leaf Vac Trailer	L	Parks	Public Works	4	34,177	34,177	34,177		P-230
Replace Unit 253 2010 Vermeer Stump Grinder	L	Parks	Public Works	4	70,750	70,750	70,750		P-230
Replace Unit 350 2010 John Deere Loader	L	Parks	Public Works	4	34,164	34,164	34,164		P-230
Replace Unit 61 2013 Genie Forklift	L	Solid Waste	Public Works	4	110,054	110,054	110,054		P-230
Replace Unit 66 Ford F550	L	Highway	Public Works	4	121,826	121,826	121,826		P-230
Replace Unit 701 2014 Ford F250	C	Bldg. Maint	Public Works	4	44,541	44,541	44,541		P-230

FY2023 - FY2027 Tier 1 Recommendations

FY2025 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Replace Unit 72 2015 Ford F550 Chip Box	L	Parks	Public Works	4	111,846	111,846	111,846		P-230
Replace Unit 89 2017 Warren Trailer	L	Solid Waste	Public Works	4	90,860	90,860	90,860		P-230
Replace Unit 93 2015 McCloskey Brothers Trommel Screener	L	Solid Waste	Public Works	4	171,952	171,952	171,952		P-230
Replace Unit C-43 2017 Ford Escape	C	Fire	Public Safety	4	41,637	41,637	41,637		P-230
Replace Unit E-04 2005 E-One Cyclone II fire Truck	L	Fire	Public Safety	4	903,483	903,483		903,483	P-230
Replace Unit R-02 2017 Ford E450 Ambulance	L	Fire	Public Safety	4	388,847	388,847	388,847		P-230
Replace Unit Van 11 2018 Ford Transit Passenger Van	C	Schools	Schools	4	61,505	61,505	61,505		P-230
Replace Unit Van 12 2018 Ford Transit Passenger Van	C	Schools	Schools	4	61,505	61,505	61,505		P-230
TOTAL					15,926,481	10,965,341	7,286,858	3,678,483	
Community Preservation Fund									
TOTAL									

FY2023 - FY2027 Tier 1 Recommendations

FY2025 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Sewer Enterprise									
Sewer Main Greendale/Rte. 128 (Cheney to GPA)	M	Sewer	Utilities	3	9,315,000	9,315,000	1,315,000	8,000,000	P-209
Replace Unit 168 2010 Gorman Utility Trailer	L	Sewer	Utilities	4	46,566	46,566	46,566		P-230
Sewer System Infiltration and Inflow	MI	Sewer	Utilities	3					P-206
TOTAL					9,361,566	9,361,566	1,361,566	8,000,000	
Water Enterprise									
Charles River Water Treatment Plant HVAC Upgrades Construction	N	Water	Utilities	2	378,000	378,000	378,000		P-212
Water Distribution System Improvements (Mills/Sachem) (Mayo Ave - Harris Ave to GPA)	M	Water	Utilities	3	46,500	46,500	46,500		P-216
Water Supply Development	I	Water	Utilities	3	1,400,000				P-223
TOTAL					1,824,500	424,500	424,500		
FY2025 Grand Total					27,112,547	20,751,407	9,072,924	11,678,483	

FY2023 - FY2027 Tier 1 Recommendations

FY2026 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Data Center Servers	P	ITC	General	1	750,000	750,000	750,000		P-014
Personal Protective Equipment	M	Fire	Public Safety	1	57,262	57,262	57,262		P-020
School Copiers	RM	Schools	Schools	1	69,773	69,773	69,773		P-027
School Furniture	R	Schools	Schools	1	25,000	25,000	25,000		P-033
School Technology	RM	Schools	Schools	1	577,875	577,875	577,875		P-042
Energy Efficiency Upgrade Improvements	P	Various	Utilities	2	100,000	100,000	100,000		P-082
Traffic Improvements	P	Engineering	Transportation Network	3	50,000	50,000	50,000		P-116
Fleet Refurbishment	N	Fleet	Public Works	1	150,000				P-124
Public Works Infrastructure Program	M	Highway	Transportation Network	3	2,744,000	2,744,000	2,744,000		P-135
Recycling and Transfer Station Property Improvements (Building Roof Repairs)	M	Solid Waste	Public Works	3	275,000	275,000	275,000		P-148
Recycling and Transfer Station Property Improvements (Fabric Covered Storage for 100-Yard Trailers)	M	Solid Waste	Public Works	3	138,000	138,000	138,000		P-148
NPDES Support Projects	P	Engineering	Stormwater	3	760,000	760,000	760,000		P-156
Outdoor Basketball Courts	M	Recreation	Community	3	50,000	50,000	50,000		P-181

FY2023 - FY2027 Tier 1 Recommendations

FY2026 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Open Space Acquisitions	PI	Recreation	Community	5	1,000,000				P-193
Replace Unit 116 2014 Prinoth Sidewalk Plow	LX	Highway	Public Works	4	252,953	252,953	252,953		P-232
Replace Unit 133 2001 John Deere Backhoe	L	Parks	Public Works	4	129,070	129,070	129,070		P-232
Replace Unit 41 2016 Ford F250 Truck	C	Parks	Public Works	4	54,092	54,092	54,092		P-232
Replace Unit 50 2016 Ford F250 Truck	C	Parks	Public Works	4	56,868	56,868	56,868		P-232
Replace Unit 63 2018 Steco Trailer	L	Solid Waste	Public Works	4	91,750	91,750	91,750		P-232
Replace Unit 703 2015 Ford Transit Van	C	Bldg. Maint	Public Works	4	39,688	39,688	39,688		P-232
Replace Unit 708 2016 Ford Transit Van	C	Bldg. Maint	Public Works	4	35,285	35,285	35,285		P-232
Replace Unit 73 2016 Ford F450 Truck	L	Parks	Public Works	4	94,428	94,428	94,428		P-232
Replace Unit 74 2016 Ford F450 Dump	L	Parks	Public Works	4	141,662	141,662	141,662		P-232
Replace Unit 75 2016 Ford F450 Truck	L	Parks	Public Works	4	94,428	94,428	94,428		P-232
Replace Unit 8 2014 International 7400	L	Highway	Public Works	4	246,304	246,304	246,304		P-232

FY2023 - FY2027 Tier 1 Recommendations

FY2026 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Replace Unit Van 4 2019 Ford E150 Van	C	Schools	Schools	4	63,658	63,658	63,658		P-232
Replace Unit Van 5 2019 Ford E150 Van	C	Schools	Schools	4	63,658	63,658	63,658		P-232
TOTAL					8,110,754	6,960,754	6,960,754		
Community Preservation Fund									
TOTAL									
Sewer Enterprise									
Cooks Bridge Sewer Pump Station Construction	M	Sewer	Utilities	3	3,606,500				P-202
Replace Unit 16 2014 Freightliner Box Truck	L	Sewer	Utilities	4	286,952	286,952	286,952		P-232
TOTAL					3,893,452	286,952	286,952		

FY2023 - FY2027 Tier 1 Recommendations

FY2026 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Water Enterprise									
Water Distribution System Improvements (Mills/Sachem) (Mayo Ave - Harris Ave to GPA)	M	Water	Utilities	3	450,000	450,000	450,000		P-217
Water Distribution System Improvements (Kingsbury Street - Oakland Ave to Webster)	M	Water	Utilities	3	116,500	116,500	116,500		P-218
Replace Unit 156 2011 Baker Robinson 10" Water Pump Trailer	L	Water	Utilities	4	140,872	140,872	140,872		P-232
Replace Unit 21 2016 Ford F250 Truck	C	Water	Utilities	4	52,541	52,541	52,541		P-232
TOTAL					759,913	759,913	759,913		
FY2026 Grand Total					12,764,119	8,007,619	8,007,619		

FY2023 - FY2027 Tier 1 Recommendations

FY2027 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Personal Protective Equipment	N	Fire	Public Safety	1	58,693	58,693	58,693		P-021
School Copiers	RN	Schools	Schools	1	51,742	51,742	51,742		P-028
School Furniture	RN	Schools	Schools	1	25,000	25,000	25,000		P-034
School Technology	N	Schools	Schools	1	694,575	694,575	694,575		P-044
Broadmeadow Office Reconfiguration	N	Bldg. Maint	Schools	2					P-068
Energy Efficiency Upgrade Improvements	N	Various	Utilities	2	100,000	100,000	100,000		P-084
Traffic Improvements	N	Engineering	Transportation Network	3	50,000	50,000	50,000		P-117
Crane Replacement	NI	Solid Waste	Public Works	1					P-121
Public Works Infrastructure Program	N	Highway	Transportation Network	3	3,057,500	3,057,500	3,057,500		P-137
Recycling and Transfer Station Property Improvements (Building Siding Repair)	PM	Solid Waste	Public Works	3	705,000	705,000	705,000		P-150
Recycling and Transfer Station Property Improvements (Scale Extension)	PM	Solid Waste	Public Works	3	143,000	143,000	143,000		P-150
NPDES Support Projects	N	Engineering	Stormwater	3	787,250	787,250	787,250		P-158
Outdoor Basketball Courts	M	Recreation	Community	3	550,000	550,000	550,000		P-182
Open Space Acquisitions	NI	Recreation	Community	5	1,000,000				P-194

FY2023 - FY2027 Tier 1 Recommendations

FY2027 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Action Sports Park Design	NI	Recreation	Community	3					P-198
Replace Unit 117 2015 Prinoth SW4S	LX	Highway	Public Works	4	252,413	252,413	252,413		P-234
Replace Unit 15 2017 Ford Explorer	C	Admin	Public Works	4	54,648	54,648	54,648		P-234
Replace Unit 336 2017 TORO Field mower	N	Parks	Public Works	4	154,438	154,438	154,438		P-234
Replace Unit 402 2017 Ford E350	N	X	Community	4	102,225	102,225	102,225		P-234
Replace Unit 457 2019 Nissan Rogue	C	Building	Public Safety	4	46,416	46,416	46,416		P-234
Replace Unit 58 2019 Spec Utility SW045	N	Solid Waste	Public Works	4	91,991	91,991	91,991		P-234
Replace Unit 6 2015 International 7400 Series	N	Highway	Public Works	4	293,968	293,968	293,968		P-234
Replace Unit 70 2017 FORD F550 DRWSUP	N	Parks	Public Works	4	94,042	94,042	94,042		P-234
Replace Unit 706 2017 Ford Econ T250	C	Bldg. Maint	Public Works	4	43,229	43,229	43,229		P-234
Replace Unit 71 2017 FORD F550 DRWSUP	N	Parks	Public Works	4	94,042	94,042	94,042		P-234
Replace Unit 80 2019 INTERNATIONAL 7300	N	Solid Waste	Public Works	4	250,969	250,969	250,969		P-234
Replace Unit Bus 14 2020 BLUE BIRD 303	N	Schools	Schools	4	124,047	124,047	124,047		P-234
Replace Unit Van 01 2020 FORD TRANSIT 150 AWD	C	Schools	Schools	4	65,886	65,886	65,886		P-234

FY2023 - FY2027 Tier 1 Recommendations

FY2027 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
Replace Unit Van 02 2020 FORD TRANSIT 150 AWD	C	Schools	Schools	4	65,886	65,886	65,886		P-234
TOTAL					8,956,960	7,956,960	7,956,960		
Community Preservation Fund									
TOTAL									
Sewer Enterprise									
TOTAL									
Water Enterprise									
Water Distribution System Improvements (Kingsbury Street - Oakland Ave to Webster)	M	Water	Utilities	3	526,500	526,500	526,500		P-219
Water Distribution System Improvements (Oakland Ave - May Street to Highland)	M	Water	Utilities	3	362,500	362,500	362,500		P-219
Replace Unit 157 2012 PP&P 6" WATER PUMP Trailer	L	Water	Utilities	4	59,180	59,180	59,180		P-234
Replace Unit 159 2012 PUMP UTILITY Trailer	L	Water	Utilities	4	59,180	59,180	59,180		P-234
Replace Unit 165 2012 TAYLOR Generator Trailer	L	Water	Utilities	4	67,530	67,530	67,530		P-234
Replace Unit 260 2009 Felling	L	Water	Utilities	4	38,974	38,974	38,974		P-234
TOTAL					1,113,864	1,113,864	1,113,864		

FY2023 - FY2027 Tier 1 Recommendations

FY2027 Capital Project Requests Preliminary Tier One Recommendations

Title	Code*	Department	Function	Cat*	Department Request	Recommended Tier 1	Cash	Debt	Page
FY2027 Grand Total					10,070,824	9,070,824	9,070,824		
Five Year Totals					120,230,131	85,296,045	44,325,264	40,970,781	

FY2023 - FY2027 Tier 1 Recommendations

Code

B = Funding may be considered under the operating budget/special warrant article

C = Core Fleet

D = Recommendation is deferred or on hold pending other actions

E = Emergency approval

F = Funded appropriation outside the capital plan

G = Request may not qualify as capital submission

L = Specialized Fleet Equipment

I = Project submission is incomplete or waiting additional information

M = Submission has been modified from previous submission

N = New submission with this CIP

P = Project request has appeared in previous CIP's

Q = Request does not qualify as a capital submission

R = Request is a regularly occurring capital expense

S = No recommendation; under study

U = Urgent request based on identified conditions

Cat (Category)

1 = Equipment or Technology

2 = Building or Facility

3 = Infrastructure

4 = Fleet

5 = Extraordinary

Truck Classification

Class 1 = Smallest Pick-up Trucks 6,000 lbs.

Class 2 = Full Size or 1/2 Ton Pick-up Trucks 6K to 10K lbs. (ex Ford F150 and F250)

Class 3 = Heavy Duty Pick-up Trucks 10K to 14K lbs. (ex Ford F350)

Class 4 = Medium Size Work Trucks 14K to 16K lbs. (ex Ford F450)

Class 5 = Medium Job Trucks 16K to 19.5K lbs. (ex Ford F550)

Class 6 = Medium to Large Trucks 19.5K to 26K (ex Ford F650)

Class 7 = Heavy Duty Trucks 26K to 33K (ex Ford F750) Requires Class B Commercial

Class 8 = Largest Heavy Duty Trucks 33K lbs. or more (specialized equipment)

FY2023 - FY2027 Tier 1 Recommendations

Five Year Capital Improvement Plan Preliminary Tier One Recommendations FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Town Offices Replacement Furniture	P	Manager	General	1	25,000	25,000			25,000	25,000					50,000	50,000			P 001
GIS Technology Systems	P	ITC	General	1	120,000	120,000									120,000	120,000			P 004
Public Safety Mobile Devices	P	Police	Public Safety	1	50,000	50,000									50,000	50,000			P 005
Public Works Mobile Devices	P	Admin	Public Works	1	50,000	50,000									50,000	50,000			P 006
Town Building Switches	P	ITC	General	1			90,000	90,000							90,000	90,000			P 007
Video Projection Equipment Rosemary Recreation Complex	P	HHS	Community	1			55,000	55,000							55,000	55,000			P 008
Wireless Hardware Infrastructure	P	ITC	General	1			175,000	175,000							175,000	175,000			P 009
Town Building Security and Traffic Cameras	PIS	Police	General	1					350,000										P 010
Data Center Servers & Network Security	M	ITC	General	1					600,000	600,000	750,000	750,000			1,350,000	1,350,000			P 011
Personal Protective Equipment	M	Fire	Public Safety	1	53,174	53,174	54,503	54,503	55,865	55,865	57,262	57,262	58,693	58,693	279,497	279,497			P 016
School Copiers	M	Schools	Schools	1	53,275	53,275	75,241	75,241	60,783	60,783	69,773	69,773	51,742	51,742	310,814	310,814			P 023
School Furniture	P	Schools	Schools	1	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	125,000	125,000			P 029
School Technology	M	Schools	Schools	1	437,000	437,000	460,750	460,750	581,150	581,150	577,875	577,875	694,575	694,575	2,751,350	2,751,350			P 035
Crane Replacement	N	Fleet	Public Works	1															P 121
Fleet Refurbishment	PB	Fleet	Public Works	1			150,000				150,000								P 122
Bigbelly Trash Receptacles	N	RTS	Community	1	135,000														P 144
Library Technology	P	Library	Community	1	26,280	26,280	36,500	36,500							62,780	62,780			P 165
Equipment & Technology				1	974,729	839,729	1,121,994	971,994	1,697,798	1,347,798	1,629,910	1,479,910	830,010	830,010	5,469,441	5,469,441			
Broadmeadow Office Reconfiguration	N	Bldg. Maint	Schools	2															P 068
Center at the Heights Generator Installation	M	COA	Community	2	27,000	27,000	180,000	180,000							207,000	207,000			P 074
Center at the Heights Space Utilization Study	M	COA	Community	2	75,000	75,000									75,000	75,000			P 160
Cricket Field Building Improvements	M	Recreation	Community	2	50,000		250,000		1,500,000										P 170
Energy Efficiency Upgrade Improvements	P	Various	Utilities	2			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	400,000	400,000			P 077

FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat.*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Facility Assessment for Sustainable Building Management	P	Schools	Schools	2			50,000	50,000	50,000	50,000					100,000	100,000			P 088
Hillside Maintenance	N	Bldg. Maint	General	2															P 093
Hillside School Boiler Installation	M	Bldg. Maint	General	2	275,000	275,000									275,000	275,000			P 091
Library Materials Handler	S	Library	Community	2			100,000												P 161
Library Phone Upgrades	N	Bldg. Maint	Community	2															P 094
Library Space Planning	P	Library	Community	2	60,000														P 163
Pollard School Air Conditioning Upgrade	IM	Bldg. Maint	Schools	2			111,000		1,246,140										P 095
Pollard School Locker Room Retrofit	IM	Schools	Schools	2	1,068,500														P 098
Recycling and Transfer Station Property Improvements	MN	Solid Waste	Public Works	2	47,500	47,500	290,000	290,000			413,000	413,000	848,000	848,000	1,598,500	1,598,500			P 145
Roof Replacement (High School)	N	Bldg. Maint	Schools	2															P 100
Roof Top Unit Replacement (Broadmeadow & Eliot Schools)	N	Bldg. Maint	Schools	2	817,750	817,750	5,250,000	5,250,000							6,067,750	817,750	5,250,000		P 069
School Master Plan Financing & Scheduling Options	BNS	Schools	Schools	2	75,000														P 049
Buildings & Facilities				2	2,495,750	1,242,250	6,331,000	5,870,000	2,896,140	150,000	513,000	513,000	948,000	948,000	8,723,250	3,473,250	5,250,000		
Action Sports Park	N	Parks	Community	3															P 197
Athletic Facility Improvements (Asa Small Field Renovations)	M	Parks	Community	3															P 139
Athletic Facility Improvements (Broadmeadow & Eliot Fields)	M	Parks	Community	3															P 139
Athletic Facility Improvements (Claxton Field Lighting Installation and Softball Field Skin construction)	M	Parks	Community	3	1,825,000	1,825,000									1,825,000	817,000		1,008,000	P 140
Athletic Facility Improvements (Fencing)	M	Parks	Community	3			228,000	228,000							228,000	228,000			P 143
Athletic Facility Improvements (McCloud Field renovation)	M	Parks	Community	3			466,000	466,000							466,000			466,000	P 142
Athletic Fields Master Plan	M	Recreation	Community	3					30,000										P 168
Boat Launch on Charles River	M	Recreation	Community	3	285,000	285,000									285,000			285,000	P 102
Central Ave/Centre St Bridge	N	Engineer	Transportation Network	3	1,650,000		10,820,000												P 104
High School Tennis Court Improvements	N	Recreation	Community	3	50,000	50,000	550,000	550,000							600,000	600,000			P 177
NPDES Support Projects	P	Engineer	Stormwater	3			712,000	712,000							712,000			712,000	P 152

FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat.*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
NPDES Support Projects	P	Engineer	Stormwater	3					735,000	735,000					735,000			735,000	P 154
NPDES Support Projects	P	Engineer	Stormwater	3							760,000	760,000			760,000			760,000	P 156
NPDES Support Projects	N	Engineer	Stormwater	3									787,250	787,250	787,250			787,250	P 158
Outdoor Basketball Courts	M	Recreation	Community	3							50,000	50,000	550,000	550,000	600,000	600,000			P 180
Passive Recreation Improvements (Dwight Field/Charles River Center)	M	Parks	Community	3															P 139
Public Playgrounds	M	Recreation	Community	3			30,000	30,000	400,000						30,000	30,000			P 183
Public Works Infrastructure Program	M	Highway	Transportat ion Network	3	3,951,000	2,655,000									2,655,000	2,655,000			P 127
Public Works Infrastructure Program	M	Highway	Transportat ion Network	3			4,060,500	2,186,000							2,186,000	2,186,000			P 130
Public Works Infrastructure Program	M	Highway	Transportat ion Network	3					3,883,000	3,448,000					3,448,000	3,448,000			P 132
Public Works Infrastructure Program	N	Highway	Transportat ion Network	3							2,744,000	2,744,000			2,744,000	2,744,000			P 135
Public Works Infrastructure Program	M	Highway	Transportat ion Network	3									3,057,500	3,057,500	3,057,500	3,057,500			P 137
Quiet Zone Safety Upgrades	N	Engineer	Transportat ion Network	3			1,340,000	1,340,000	2,775,000	2,775,000					4,115,000	1,340,000	2,775,000		P 109
Rosemary Pool Beach Project	N	Recreation	Community	3															P 186
Traffic Improvements	P	Engineer	Transportat ion Network	3	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	250,000	250,000			P 112
Walker Pond Improvements	M	Parks	Community	3	356,000	356,000									356,000			356,000	P 118
Infrastructure & Land				3	8,167,000	5,221,000	18,256,500	5,562,000	7,873,000	7,008,000	3,604,000	3,604,000	4,444,750	4,444,750	25,839,750	17,955,500	2,775,000	5,109,250	
Replace Unit 15 2017 Ford Explorer	C	Admin	Public Works	4									54,648	54,648	54,648	54,648			P 233
Replace Unit 453 2016 Ford Focus	C	Building	Public Safety	4			41,865	41,865							41,865	41,865			P 227
Replace Unit 454 2014 Ford Fusion	C	Building	Public Safety	4			41,865	41,865							41,865	41,865			P 227
Replace Unit 455 2016 Ford Focus	C	Building	Public Safety	4			41,865	41,865							41,865	41,865			P 227
Replace Unit 456 2014 Ford Fusion	C	Building	Public Safety	4			41,865	41,865							41,865	41,865			P 227
Replace Unit 458 2014 Ford Explorer	C	Building	Public Safety	4			41,865	41,865							41,865	41,865			P 227
Replace Unit 457 2019 Nissan Rogue	C	Building	Public Safety	4									46,416	46,416	46,416	46,416			P 233
Replace Unit 700 2012 Ford Econ Van E250	C	Bldg. Maint	Public Works	4	71,547	71,547									71,547	71,547			P 225

FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat.*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Replace Unit 713 2012 Ford F450	L	Bldg. Maint	Public Works	4	86,168	86,168									86,168	86,168			P 225
Replace Unit 701 2014 Ford F250	C	Bldg. Maint	Public Works	4					44,541	44,541					44,541	44,541			P 229
Replace Unit 703 2015 Ford Transit	C	Bldg. Maint	Public Works	4							39,688	39,688			39,688	39,688			P 231
Replace Unit 708 2016 Ford Transit S7E1	C	Bldg. Maint	Public Works	4							35,285	35,285			35,285	35,285			P 231
Replace Unit 706 2017 Ford Econ T250	C	Bldg. Maint	Public Works	4									43,229	43,229	43,229	43,229			P 233
Replace Unit C43 2017 Ford Escape	C	Fire	Public Safety	4					41,637	41,637					41,637	41,637			P 229
Replace Unit R02 2017 Ford E450	L	Fire	Public Safety	4					388,847	388,847					388,847	388,847			P 229
Replace Unit C06 2015 Ford F350	L	Fire	Public Safety	4	84,845	84,845									84,845	84,845			P 225
Replace Unit C01 2017 Ford Explorer	C	Fire	Public Safety	4			65,091	65,091							65,091	65,091			P 227
Replace Unit L01 2004 Sutphen Quint	L	Fire	Public Safety	4			1,642,298	1,642,298							1,642,298		1,642,298		P 227
Replace Unit R01 2016 Ford E450	L	Fire	Public Safety	4			375,698	375,698							375,698	375,698			P 227
Replace Unit E04 2005 E-One Cyclone II	L	Fire	Public Safety	4					903,483	903,483					903,483		903,483		P 229
Replace Unit 402 2017 Ford E350	C	HHS	Community	4									102,225	102,225	102,225	102,225			P 233
Replace Unit 108 2011 TRACKLESS TRACTOR	LX	Highway	Public Works	4	298,670	298,670									298,670	298,670			P 225
Replace Unit 9 2012 International 7400 Series	L	Highway	Public Works	4			232,330	232,330							232,330	232,330			P 227
Replace Unit 124 2009 ADDCO MINI	L	Highway	Public Works	4			37,695												P 227
Replace Unit 66 2015 Ford F550	L	Highway	Public Works	4					121,826	121,826					121,826	121,826			P 229
Replace Unit 111 2013 TRACKLESS TRACTOR	LX	Highway	Public Works	4					212,396	212,396					212,396	212,396			P 229
Replace Unit 8 2014 INTERNATIONAL 7400 Series	L	Highway	Public Works	4							246,304	246,304			246,304	246,304			P 231
Replace Unit 116 2014 Prinoth SW4S	LX	Highway	Public Works	4							252,953	252,953			252,953	252,953			P 231
Replace Unit 6 2015 International 7400 Series	L	Highway	Public Works	4									293,968	293,968	293,968	293,968			P 233
Replace Unit 117 2015 Prinoth SW4S	LX	Highway	Public Works	4									252,413	252,413	252,413	252,413			P 233
Replace Unit 67 Addition To Fleet	L	Parks	Public Works	4	83,638	83,638									83,638	83,638			P 225
Replace Unit 72 2015 Ford F550	L	Parks	Public Works	4					111,846	111,846					111,846	111,846			P 229
Replace Unit 186 2010 GIANT LEAF VAC TRAILER	L	Parks	Public Works	4					34,177	34,177					34,177	34,177			P 229

FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat.*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Replace Unit 253 2010 VERMEER STUMP CUTTER	L	Parks	Public Works	4					70,750	70,750					70,750	70,750			P 229
Replace Unit 350 2010 John Deere Loader 4720	L	Parks	Public Works	4					34,164	34,164					34,164	34,164			P 229
Replace Unit 41 2016 Ford F250	C	Parks	Public Works	4							54,092	54,092			54,092	54,092			P 231
Replace Unit 50 2016 Ford F250	C	Parks	Public Works	4							56,868	56,868			56,868	56,868			P 231
Replace Unit 73 2016 Ford F550	L	Parks	Public Works	4							94,428	94,428			94,428	94,428			P 231
Replace Unit 74 2016 Ford F550 DRWSUP	L	Parks	Public Works	4							141,662	141,662			141,662	141,662			P 231
Replace Unit 75 2016 Ford F550	L	Parks	Public Works	4							94,428	94,428			94,428	94,428			P 231
Replace Unit 133 2001 John Deere Backhoe Loader 310SG	L	Parks	Public Works	4							129,070	129,070			129,070	129,070			P 231
Replace Unit 70 2017 FORD F550 DRWSUP	L	Parks	Public Works	4									94,042	94,042	94,042	94,042			P 233
Replace Unit 71 2017 FORD F550 DRWSUP	L	Parks	Public Works	4									94,042	94,042	94,042	94,042			P 233
Replace Unit 336 2017 TORO Field mower	L	Parks	Public Works	4									154,438	154,438	154,438	154,438			P 233
Replace Unit 5 2011 International 7400 Series	L	Solid Waste	Public Works	4	291,255	291,255									291,255	291,255			P 225
Replace Unit 59 2015 Steco	L	Solid Waste	Public Works	4	100,112	100,112									100,112	100,112			P 225
Replace Unit 90 2016 Steco	L	Solid Waste	Public Works	4			86,251												P 227
Replace Unit 61 2013 GENIE Forklift	L	Solid Waste	Public Works	4					110,054	110,054					110,054	110,054			P 229
Replace Unit 89 2017 Warren	L	Solid Waste	Public Works	4					90,860	90,860					90,860	90,860			P 229
Replace Unit 93 2015 McCloskey Brothers TROMMEL SCREEN 512P	L	Solid Waste	Public Works	4					171,952	171,952					171,952	171,952			P 229
Replace Unit 63 2018 Steco	L	Solid Waste	Public Works	4							91,750	91,750			91,750	91,750			P 231
Replace Unit 58 2019 Spec Utility SW045	L	Solid Waste	Public Works	4									91,991	91,991	91,991	91,991			P 233
Replace Unit 80 2019 INTERNATIONAL 7300	L	Solid Waste	Public Works	4									250,969	250,969	250,969	250,969			P 233
Replace Unit Bus 02 2017 BLUE BIRD 303	L	School	School	4	108,100	108,100									108,100	108,100			P 225
Replace Unit Bus 01 2017 BLUE BIRD 303	L	School	School	4			111,883	111,883							111,883	111,883			P 227
Replace Unit Van 11 2018 Ford Transit	C	School	School	4					61,505	61,505					61,505	61,505			P 229
Replace Unit Van 12 2018 Ford Transit	C	School	School	4					61,505	61,505					61,505	61,505			P 229
Replace Unit Van 04 2019 Ford Transit	C	School	School	4							63,658	63,658			63,658	63,658			P 231

FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat.*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Replace Unit Van 05 2019 Ford Transit	C	School	School	4							63,658	63,658			63,658	63,658			P 231
Replace Unit Bus 14 2020 BLUE BIRD 303	L	School	School	4									124,047	124,047	124,047	124,047			P 233
Replace Unit Van 01 2020 FORD TRANSIT 150 AWD	C	School	School	4									65,886	65,886	65,886	65,886			P 233
Replace Unit Van 02 2020 FORD TRANSIT 150 AWD	C	School	School	4									65,886	65,886	65,886	65,886			P 233
Fleet				4	1,124,335	1,124,335	2,760,571	2,636,625	2,459,543	2,459,543	1,363,844	1,363,844	1,734,200	1,734,200	9,318,547	6,772,766	2,545,781		
Mitchell Elementary School (new building)	M	Schools	Schools	5															P 051
Pollard School Renovation/Expansion as 6-8 Middle School	M	Schools	Schools	5															P 056
Renovate/Reconstruct Emery Grover Building at Highland Avenue Location (Option #3)	M	Schools	Schools	5	19,400,000	19,400,000									19,400,000		19,400,000		P 046
High Rock Reconfigure as K-5 Elementary School	M	Schools	Schools	5															P 061
Public Works Facilities Improvements (Year 1)	M	All	Public Works	5	60,000														P 064
Public Works Facilities Improvements (Year 2)	M	All	Public Works	5															P 066
Public Works Facilities Improvements (Year 3)	M	All	Public Works	5															P 067
Open Space Acquisitions	PI	Recreation	Community	5	1,000,000		1,000,000		1,000,000		1,000,000		1,000,000						P 189
Other				5	20,460,000	19,400,000	1,000,000		1,000,000		1,000,000		1,000,000		19,400,000		19,400,000		
TOTAL					33,221,814	27,827,314	29,470,065	15,040,619	15,926,481	10,965,341	8,110,754	6,960,754	8,956,960	7,956,960	68,750,988	33,670,957	29,970,781	5,109,250	
General Fund Cash						6,778,314		6,970,321		6,551,858		6,200,754		7,169,710	33,670,957				
Other Available Funds Including CPA						1,649,000		1,178,000		735,000		760,000		787,250	5,109,250				
Debt						19,400,000		6,892,298		3,678,483					29,970,781				
No Action					5,394,500		14,429,446		4,961,140		1,150,000		1,000,000						
TOTAL						27,827,314		15,040,619		10,965,341		6,960,754		7,956,960	68,750,988				

FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Sewer Enterprise																			
Drain System Improvements	M	Sewer	Stormwater	3			2,142,500												P 203
Sewer Main Greendale/Rte. 128 (Cheney to GPA)	M	Sewer	Utilities	3	1,110,000	1,110,000			9,315,000	9,315,000					10,425,000	2,425,000	8,000,000		P 207
Cooks Bridge Sewer Pump Station	M	Sewer	Utilities	3			369,500				3,606,500								P 200
Sewer System Infiltration and Inflow	M	Sewer	Utilities	3															P 205
Infrastructure & Land				3	1,110,000	1,110,000	2,512,000		9,315,000	9,315,000	3,606,500				10,425,000	2,425,000	8,000,000		
Replace Unit 19 2010 International 7400 Series	L	Sewer	Utilities	4	291,255	291,255									291,255	291,255			P 225
Replace Unit 103 2012 John Deere Backhoe Loader 310SJ	L	Sewer	Utilities	4			163,007	163,007							163,007	163,007			P 227
Replace Unit 168 2010 GORMAN UTILITY TRAILER	L	Sewer	Utilities	4					46,566	46,566					46,566	46,566			P 229
Replace Unit 16 2014 FREIGHTLINER Box Truck	L	Sewer	Utilities	4							286,952	286,952			286,952	286,952			P 231
Fleet				4	291,255	291,255	163,007	163,007	46,566	46,566	286,952	286,952			787,780	787,780			
TOTAL					1,401,255	1,401,255	2,675,007	163,007	9,361,566	9,361,566	3,893,452	286,952			11,212,780	3,212,780	8,000,000		
Enterprise Fund Cash					901,255		163,007		1,361,566		286,952				2,712,780				
Other Available Funds					500,000										500,000				
Debt									8,000,000						8,000,000				
No Action							2,512,000				3,606,500								
TOTAL					1,401,255		163,007		9,361,566		286,952				11,212,780				

FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat.*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Water Enterprise																			
Charles River Water Treatment Plant HVAC Upgrades	N	Water	Utilities	2			34,000	34,000	378,000	378,000					412,000	412,000			P 210
Buildings & Facilities							34,000	34,000	378,000	378,000					412,000	412,000			
PFAS Mitigation	N	Water	Utilities	3															P 213
Water Distribution System Improvements (South Street (Charles River to Chestnut))	M	Water	Utilities	3			3,000,000	3,000,000							3,000,000		3,000,000		P 215
Water Distribution System Improvements (Mills/Sachem) (Mayo Ave - Harris Ave to GPA)	M	Water	Utilities	3					46,500	46,500					46,500	46,500			P 216
Water Distribution System Improvements (Mills/Sachem) (Mayo Ave - Harris Ave to GPA)	M	Water	Utilities	3							450,000	450,000			450,000	450,000			P 217
Water Distribution System Improvements (Kingsbury Street - Oakland Avenue to Webster)	M	Water	Utilities	3							116,500	116,500			116,500	116,500			P 218
Water Distribution System Improvements (Kingsbury Street - Oakland Ave to Webster)	M	Water	Utilities	3									526,500	526,500	526,500	526,500			P 219
Water Distribution System Improvements (Oakland Ave - May Street to Highland)	M	Water	Utilities	3									362,500	362,500	362,500	362,500			P 219
Water Supply Development	I	Water	Utilities	3			480,500		1,400,000										P 221
Infrastructure & Land							3,480,500	3,000,000	1,446,500	46,500	566,500	566,500	889,000	889,000	4,502,000	1,502,000	3,000,000		
Replace Unit 21 2016 Ford F250	C	Water	Utilities	4							52,541	52,541			52,541	52,541			P 231
Replace Unit 156 2011 Baker ROBINSON 10" Water Pump	L	Water	Utilities	4							140,872	140,872			140,872	140,872			P 231
Replace Unit 157 2012 PP&P 6" WATER PUMP Trailer	L	Water	Utilities	4									59,180	59,180	59,180	59,180			P 233
Replace Unit 159 2012 PUMP UTILITY Trailer	L	Water	Utilities	4									59,180	59,180	59,180	59,180			P 233
Replace Unit 165 2012 TAYLOR Generator Trailer	L	Water	Utilities	4									67,530	67,530	67,530	67,530			P 233
Replace Unit 260 2009 Felling	L	Water	Utilities	4									38,974	38,974	38,974	38,974			P 233
Fleet											193,413	193,413	224,864	224,864	418,277	418,277			
TOTAL							3,514,500	3,034,000	1,824,500	424,500	759,913	759,913	1,113,864	1,113,864	5,332,277	2,332,277	3,000,000		

FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations FY2023 - FY2027

Title	Code*	Dep	Function	Cat*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
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Enterprise Fund Cash		34,000	424,500	759,913	1,113,864	2,332,277
Other Available Funds						
Debt		3,000,000				3,000,000
No Action		480,500	1,400,000			
TOTAL		3,034,000	424,500	759,913	1,113,864	5,332,277

Equipment & Technology	1	974,729	839,729	1,121,994	971,994	1,697,798	1,347,798	1,629,910	1,479,910	830,010	830,010	5,469,441	5,469,441		
Buildings & Facilities	2	2,495,750	1,242,250	6,365,000	5,904,000	3,274,140	528,000	513,000	513,000	948,000	948,000	9,135,250	3,885,250	5,250,000	
Infrastructure & Land	3	9,277,000	6,331,000	24,249,000	8,562,000	18,634,500	16,369,500	7,777,000	4,170,500	5,333,750	5,333,750	40,766,750	21,882,500	13,775,000	5,109,250
Fleet	4	1,415,590	1,415,590	2,923,578	2,799,632	2,506,109	2,506,109	1,844,209	1,844,209	1,959,064	1,959,064	10,524,604	7,978,823	2,545,781	
Other	5	20,460,000	19,400,000	1,000,000		1,000,000		1,000,000		1,000,000		19,400,000		19,400,000	
GRAND TOTAL		34,623,069	29,228,569	35,659,572	18,237,626	27,112,547	20,751,407	12,764,119	8,007,619	10,070,824	9,070,824	85,296,045	39,216,014	40,970,781	5,109,250

Equipment & Technology	1	974,729	839,729	1,121,994	971,994	1,697,798	1,347,798	1,629,910	1,479,910	830,010	830,010	5,469,441	5,469,441		
Buildings & Facilities	2	2,495,750	1,242,250	6,331,000	5,870,000	2,896,140	150,000	513,000	513,000	948,000	948,000	8,723,250	3,473,250	5,250,000	
Infrastructure & Land	3	8,167,000	5,221,000	18,256,500	5,562,000	7,873,000	7,008,000	3,604,000	3,604,000	4,444,750	4,444,750	25,839,750	17,955,500	2,775,000	5,109,250
Fleet	4	1,124,335	1,124,335	2,760,571	2,636,625	2,459,543	2,459,543	1,363,844	1,363,844	1,734,200	1,734,200	9,318,547	6,772,766	2,545,781	
Other	5	20,460,000	19,400,000	1,000,000		1,000,000		1,000,000		1,000,000		19,400,000		19,400,000	
General Fund		33,221,814	27,827,314	29,470,065	15,040,619	15,926,481	10,965,341	8,110,754	6,960,754	8,956,960	7,956,960	68,750,988	33,670,957	29,970,781	5,109,250

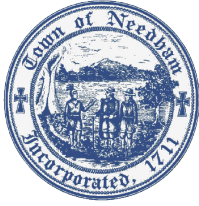
Equipment & Technology	1												
Buildings & Facilities	2												
Infrastructure & Land	3	1,110,000	1,110,000	2,512,000		9,315,000	9,315,000	3,606,500		10,425,000	2,425,000	8,000,000	
Fleet	4	291,255	291,255	163,007	163,007	46,566	46,566	286,952	286,952		787,780	787,780	
Other	5												
Sewer Fund		1,401,255	1,401,255	2,675,007	163,007	9,361,566	9,361,566	3,893,452	286,952		11,212,780	3,212,780	8,000,000

Equipment & Technology	1												
Buildings & Facilities	2	34,000	34,000	378,000	378,000					412,000	412,000		
Infrastructure & Land	3	3,480,500	3,000,000	1,446,500	46,500	566,500	566,500	889,000	889,000	4,502,000	1,502,000	3,000,000	
Fleet	4					193,413	193,413	224,864	224,864	418,277	418,277		
Other	5												
Water Fund		3,514,500	3,034,000	1,824,500	424,500	759,913	759,913	1,113,864	1,113,864	5,332,277	2,332,277	3,000,000	

Grand Total	34,623,069	29,228,569	35,659,572	18,237,626	27,112,547	20,751,407	12,764,119	8,007,619	10,070,824	9,070,824	85,296,045	39,216,014	40,970,781	5,109,250
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FY2023 - FY2027 Tier 1 Recommendations

Preliminary Tier One Recommendations																			
FY2023 - FY2027																			
Title	Code*	Dep	Function	Cat*	FY2023 Department Request	FY2023 Recommended Tier 1	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Code																			
B = Funding may be considered under the operating budget/special warrant article																			
C = Core Fleet																			
D = Recommendation is deferred or on hold pending other actions																			
E = Emergency approval																			
F = Funded appropriation outside the capital plan																			
G = Request may not qualify as capital submission																			
L = Specialized Fleet Equipment																			
I = Project submission is incomplete or waiting additional information																			
M = Submission has been modified from previous submission																			
N = New submission with this CIP																			
P = Project request has appeared in previous CIP's																			
Q = Request does not qualify as a capital submission																			
R = This is a regularly reoccurring capital request																			
S = No recommendation; under study																			
U = Urgent request based on identified conditions																			
Orange highlighted amounts indicate that all or a portion of the funding recommendation may be funded by CPA funds																			
Pink highlighted amounts indicate that all or a portion of the funding recommendation may be funded by debt.																			



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

MEETING DATE: 12/21/2021

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

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



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

MEETING DATE: 12/21/2021

Agenda Item	FY2022 – FY2023 Goal Setting Update
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Select Board will discuss highlights from its FY2022 – FY2023 goal setting update meeting.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. FY2022 – FY2023 Goals	

Select Board Goal Statement
Adopted August 17, 2021

PURPOSE

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

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

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

FY2022-2023 Initiatives	Description
1.1	Seek Funding for Ridge Hill Building Demolition.
1.2	Begin the Ridge Hill/Nike Assessment Phase 2 Project, including working with the Community Farm to make a decision on the long-term plan for the farm at the site as well as considering potential future uses of the site.
1.3	Seek Funding for DPW Facility Refresh.
1.4	Participate on the Planning Board's Affordable Housing Study Committee.
1.5	Evaluate RTS Service Delivery Model to Guide Long-term Investment and Review Operational Efficiencies in the Short-term.
1.6	Explore options for reducing amount of public litter including General By-law re: Household trash & Funding for trash removal efforts.
1.7	Work with stakeholders to manage the impact of the COVID-19 Pandemic on the Town of Needham.
1.8	Seek Funding for School Administration Building.
1.9	Identify funding for School Master Plan projects & Participate in the Planning Process.

1.10	Review Cheney St. Zoning Referred by TM.
1.11	Evaluate use of ARPA Funding for Identified Infrastructure Projects.

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

- Supports an environment for creativity, innovation and entrepreneurship.
- Promotes a well-educated, skilled and diverse work force that meets employers' needs.
- Fosters a collaborative and resource-rich regional business climate.
- Attracts, sustains and retains a diverse mix of businesses, entrepreneurs and jobs that support the needs of all community members.
- Supports financial security, economic opportunity and social mobility for all.

FY2022-2023 Initiatives	Description
2.1	Evaluate Chestnut Street Redevelopment.
2.2	Identify Relief Programs for Small Businesses through ARPA Funding.
2.3	Evaluate Expansion of Snow Removal Efforts, including sidewalk plowing strategies.
2.4	Support Zoning Proposals for Outside Seating.
2.5	Develop & Implement Regulations Guiding Outdoor Seating.

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

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

FY2022-2023 Initiatives	Description
3.1	Seek Funding for a Parking Study that will evaluate parking needs, options, and types in the business districts and identify technology to manage parking.
3.2	Evaluate the role and composition of the TMAC, Transportation Committee, Rail Trail Advisory Committee and Complete Streets Committee.
3.3	Seek Funding for Noise Reduction/Quiet Zone Feasibility & Design.
3.4	Evaluate Future Use of the Rail Corridor between Dover and Newton.

3.5	Implement the Downtown Redesign Phase 2.
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GOAL #4: Healthy and Socially Thriving - Needham residents enjoy high levels of physical and mental well-being and abundant recreational, cultural and educational opportunities in an environment where human rights are respected, diversity is celebrated, and neighbors feel connected. Needham:

- Cultivates a wide range of recreational, cultural, educational, civic and social opportunities for all socioeconomic and age groups.
- Supports the physical and mental well-being of its community members.
- Fosters inclusion, diversity and equity.
- Promotes the installation of art and opportunities for community-led art projects.

FY20-2023 Initiatives	Description
4.1	Explore use of ARPA for public Art projects.
4.2	Seek additional funding and expand services for mental and behavioral health needs.
4.3	Identify and implement strategies to hire, support and retain diverse staff at every level of the organization; measure efforts and provide annual updates on progress.
4.4	Continue to provide diversity, equity and inclusion professional development opportunities for all staff geared towards deepening understanding and becoming culturally responsive, anti-racist, and anti-biased members of the Needham community.
4.5	Create a framework for how community members can effectively engage in conversations around race, diversity, equity, and inclusion, to build relationships and a stronger understanding of different perspectives and lived experiences.
4.6	Make intentional efforts and identify creative ideas for community outreach to diversify the candidate pool for all appointed Boards and Committees; measure progress.
4.7	Continue NUARI meetings for FY2022, reviewing and providing guidance on recommendations, and provide support to other Boards & Committees on how to apply NUARI principles to their work.
4.8	Encourage Needham non-profit organizations, civic groups, and businesses to adopt or endorse, as appropriate, the NUARI vision statement.
4.9	Include a question in the bi-annual Town survey to gauge residents' perceptions of how welcoming and inclusive the Needham community is.
4.10	Provide support to other Boards & Committees on how to apply NUARI principles to their work.
4.11	Work with the Human Rights Committee to develop a discrimination complaint process and provide forums where individuals feel comfortable

	discussing their concerns related to diversity, equity, and/or inclusion. Consult with the HRC on their role and next steps.
4.12	Gather information about appropriate acknowledgement of the history of slavery in Needham; ask HRC if this is something that they can take the lead on.
4.12	Develop a plan for use of ARPA funding to continue public health response to COVID-19.

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

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

FY2022-2023 Initiatives	Description
5.1	Actively monitor progress on the law enforcement recommendations that NPD Chief Schlittler presented to the Select Board on June 8, 2021.
5.2	Work with public safety unions to reach agreement on alternatives to the Civil Service system.

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

- Models stewardship and sustainability of the Town's financial, human, information and physical assets.
- Supports strategic decision-making with opportunities for engagement and timely, reliable and accurate data and analysis.
- Enhances and facilitates transparency, accuracy, efficiency, effectiveness and quality customer service in all municipal business.
- Supports, develops and enhances relationships between the Town and community/regional partners.

- Provides assurance of regulatory and policy compliance.
 - Reviews and updates Town policies and regulations.
 - Identifies opportunities for departmental consolidation and efficiency improvement.
 - Identifies opportunities for streamlining permitting processes.
- Provides open access to information, encourages innovation, enhances communication and promotes community engagement

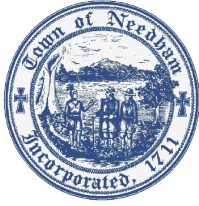
FY2022-2023 Initiatives	Description
6.1	Meet regularly with other boards and committees.
6.1.a	Meet with the Park & Recreation Commission to discuss, among other items, access to bathrooms at fields and playgrounds, consideration of creating a skate park, and upgrading tennis courts and playgrounds.
6.1.b	Meet with the Planning Board to discuss, among other items, zoning to allow brewery/pub uses and tree preservation strategies.
6.1.c	Meet with the League of Women Voters to discuss their recent study recommendation and the concept of term limits.
6.1.d	Meet with the School Committee to discuss, among other items, funding for school transportation and access to bathrooms at fields and playgrounds.
6.2	Expand the number of boards and committees that can host hybrid meetings by investing in technology and facility improvements (potentially ARPA funded).
6.3	Seek additional package store licenses by filing a Home Rule petition to match the State quota system.
6.4	Create a Public Comment Component at Select Board Meetings as part of the formal agenda.
6.5	Develop a Select Board orientation package.
6.6	Develop a Select Board/Committee code of conduct – policy manual.
6.7	Expand community engagement efforts including growing the newsletter distribution and implementing micro-polling and restoring the citizen satisfaction survey.
6.8	Update the Town website.
6.9	Renew all three cable franchise licenses.
6.10	Discuss Goal Setting Process for future years, building in time to seek input from other boards and the community.

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

- Maintains a sense of urgency around climate change.
- Promotes sustainability, including transitioning from fossil fuels to clean, renewable energy.

- Ensures the efficient use of natural resources.
- Protects and enhances the biodiversity and productivity of ecological systems.

FY2022-2023 Initiatives	Description
7.1	Develop a Climate Action Plan.
7.2	Identify parcel acquisition to comply with Land & Water Conservation Fund requirements.
7.3	Consider Tree preservation strategies.



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

MEETING DATE: 12/21/2021

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

**Town of Needham
Select Board
Minutes for Tuesday, November 23, 2021
Needham Town Hall
Powers Hall
and
Via ZOOM
<https://us02web.zoom.us/j/85665097504>**

6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Matthew D. Borrelli. Those present were Daniel P. Matthews, and Town Manager Kate Fitzpatrick. Marcus Nelson arrived at 6:12 p.m. Marianne Cooley attended via Zoom. Dave Davison, ATM/Finance, Katie King, ATM/Operations, Myles Tucker, Support Services Manager, and Mary Hunt, Recording Secretary were also in attendance.

6:00 p.m. Public Comment Period: No comments were heard.

6:00 p.m. Certificates of Appreciation:

1. **Motion by Mr. Matthews recognizing Ann MacFate for 65 years of public service to the Needham Free Public Library, culminating in 3 decades as Library Director. Your ceaseless dedication and leadership has left an indelible mark on the Library, the Town, and generations of residents. Congratulations on your retirement!**
Second: Ms. Cooley. Unanimously approved 3-0 by roll call vote.
2. **Motion by Ms. Cooley recognizing Steve Popper for 21 years of public service as Director of Building Design and Construction, and Member of the Permanent Public Building Committee, and your key role in construction of over 27 new buildings, repairs, and renovations. Congratulations on your retirement!**
Second: Mr. Matthews. Unanimously approved 3-0 by roll call vote.
3. **Motion by Mr. Matthews recognizing Master Sergeant Bill Topham, United States Marine Corp (Ret) for over 10 years of service to the Town of Needham as Caretaker of Veterans Graves and Coordinator of Ceremonies for Town Memorial Day and Veterans Day activities, and 27 years of active and reserve service as a United States Marine, to include combat tours in both the Vietnam War and Operations Desert Shield and Desert Storm. The Town thanks you for your many years of dedication, commitment, and contributions to Needham and the United States of America. Congratulations!**
Second: Ms. Cooley. Unanimously approved 3-0 by roll call vote.

Mr. Borrelli congratulated each recipient, saying the Certificates of Appreciation are all well deserved.

6:04 p.m. Public Hearing: Eversource Energy Grant of Location - 3 Frances Street
Joanne Callender, Eversource Energy Representative (Zoom) requested permission to install approximately 13 feet of conduit in Frances Street. This work is necessary to provide electrical service to 3 Frances Street, Needham.

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

Ms. Fitzpatrick indicated all paperwork is in order.

Motion by Mr. Matthews that the Select Board approve and sign a petition from Eversource Energy to install approximately 13 feet of conduit in Frances Street.

Second: Ms. Cooley. Unanimously approved 3-0 by roll call vote.

6:06 p.m. Public Hearing: Change of Manager - Needham Golf Club
Geoffrey Piva, Proposed Manager (Zoom) spoke with the Board about an application submitted by the Needham Golf Club, 49 Green Street for a change in manager. A review indicates that Mr. Piva meets the statutory requirements to serve as a manager of a facility licensed to dispense alcohol. The requisite filing materials appear to be in order.

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

Mr. Matthews reminded Mr. Piva the Club is in a residential neighborhood and that he is personally responsible for any issue with liquor service at the Golf Club. He stressed the importance of following the laws.

Motion by Mr. Matthews that the Select Board, as Liquor Licensing Authority, approve and sign an application for a Change in Manager to Geoffrey Piva for Needham Golf Club, 49 Green Street, Needham and to forward this application to the ABCC for approval.

Second: Ms. Cooley. Approved 3-0-1 by roll call vote. Mr. Nelson abstained.

6:12 p.m. Director of Public Works:
Carys Lustig, Director of Public Works spoke with the Select Board concerning one item:

1. Sign Notice of Traffic Regulation - Chapel Street

Motion by Mr. Matthews that the Board vote to approve and sign the Notice of Traffic Regulation Permit #Y21-11-23 requiring that Chapel Street right turn road eastbound be designated as a yield street at the intersection of Highland Avenue.

Second: Mr. Nelson. Unanimously approved 4-0 by roll call vote.

6:15 p.m. League of Women Voters Study of Needham's Elected Town Boards and Officers:
Carol Patey, Chair, Needham League of Women Voters and Karen Price, Former Chair, Needham League of Women Voters presented the Board findings from the

League of Women Voters of Needham “Study of Needham’s Elected Town Boards and Officers” dated November 23, 2021.

Ms. Patey commented on the scope of the study, conducted from September 2020 through June 2021, noting 12 League members assisted in researching and interviewing elected officials and officers. Ms. Price commented on the research phase of the study, noting Needham’s Election History, the Number of Candidates and Seats Available on Annual Town Election Ballots Over Time, research received from 16 similar towns, and Legal Analysis of Elected Town Officers. Discussion ensued on the LWVN Summary Position, Consensus Questions related to Running for Office, Composition of Town Boards, Board Use of Remote Meeting Options, Contacting Elected Officials, Appointing Officers and Boards Rather than Electing, and A Systematic Review.

Mr. Borrelli thanked Ms. Patey and Ms. Price for the comprehensive study, commenting on candidate information on the Town website, ways to involve residents in Town government, and appointing and/or electing officials. He asked the Select Board for questions or comments.

Mr. Nelson asked about the status of placing information on the Town website and other resources for transparency and communication.

Ms. Price said the Town’s public information officer was enthusiastic about making some changes to the Town website, acknowledging it is not an easy process. She said the process has been started to place information on the website but is not confident in changing some of the election related information.

Ms. Fitzpatrick said Ms. Roy-Gonzales, Public Information Officer and Ms. Eaton, Town Clerk, are working on a proposal.

Mr. Matthews said the study is excellent and concurred with getting current election information on the Town website. Mr. Matthews commented on the need for a point of contact, however said he is very hesitant to publish individual email addresses for volunteer public policy makers. He said a way must be found to balance the right of the public to have a say and to communicate with their elected officials vs. the right of volunteers to privacy and boundaries. Mr. Matthews concurred with recommendations regarding specific boards and offices, noting the League of Women Voters role going forward. He said the issues for electing/appointing Boards must be taken individually with current members participating in the process. He thanked Ms. Patey and Ms. Price for their work and said he looks forward to working with the League of Women Voters to help move the Town forward.

Ms. Cooley concurred with the vast majority of the recommendations, noting Mr. Matthew’s cautions about timing, acceptance of change, and what it takes to make change. Ms. Cooley said Ms. Patey’s comments about term limits and rotation of

board Chairs is good governance. She concluded saying she appreciates the League of Women Voters raising the issues.

The Board thanked Ms. Patey and Ms. Price for their work.

6:52 p.m. ARPA Economic Development Proposals:
Katie King, Assistant Town Manager/Director of Operations and Amy Haelsen, Economic Development Manager recommended to the Board the use of American Rescue Plan Act (ARPA) funds to support economic development initiatives as part of the Town’s ongoing response to the COVID-19 pandemic. These recommendations include a small business grant program and investments in public art.

Ms. Haelsen referred to her memo to the Select Board dated November 15, 2021 outlining Grants for Small Businesses, Job Incentive Program, COVID Prevention, Digital Adaptation, and Operating Costs. Program Eligibility was also discussed. Ms. Haelsen spoke about a public art initiative for 2 murals to be placed on private property on Highland Avenue. She noted the total funding request is for \$320,000. Ms. Haelsen described the application process to apply for funding, with decisions hopefully being made by mid-February.

Discussion ensued on turnaround time for businesses to receive funding, murals, and the call for artists.

Ms. Cooley said she appreciates public art and commented on the turnaround time for funds to get to small business owners. Ms. Cooley also mentioned the ability for funds to assist in COVID prevention i.e. ventilation and indoor spaces.

Motion by Mr. Matthews that the Select Board vote to approve \$300,000 in ARPA funds for a small business grant program and \$20,000 in ARPA funds to support public art.
Second: Mr. Nelson. Unanimously approved 4-0 by roll call vote.

7:08 p.m. Appointments and Consent Agenda:
Motion by Mr. Matthews that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS
Barry Dulong & Kate Fitzpatrick PPBC User Representative, Ridge Hill Demolition Project
Victor Seidel Needham Golf Course Advisory Committee, Term Exp. 6/30/2024
Corinne Rhode & Dennis Zhang Needham Committee for Arts and Culture, Terms Exp. 6/30/2024

CONSENT AGENDA *=Backup attached

1. **Accept a \$250 donation from the First Baptist Church in Needham for the Youth & Family Services, Crisis Support Donation Fund.**
2. **Accept a \$700 donation from Beth Israel Deaconess Hospital – Needham for the Youth & Family Services Department, Foundation for Hospital Art, project.**
3. **Accept a \$400 donation from the Temple Aliyah for the Needham Youth & Family Services Department, Mental Health First Aid program.**
4. **Authorize the designation of Michelle Vaillancourt as “creator” and Kate Fitzpatrick as “certifier” for the Norfolk County ARPA Grant Program.**
5. **Approval of application for a new Taxi Services, GoGreenAirportExpress LLC to conduct business in Needham.**
- 6.* **Approve and sign Water & Sewer Abatement #1313**

Second: Ms. Cooley. Unanimously approved 4-0 by roll call vote.

7:09 p.m. Joint Meeting with the Planning Board:
Paul S. Alpert, Chair, Adam Block, Vice Chair, Natasha Espada, Member, Martin Jacobs, Member (Zoom), Jeanne McKnight, Member, and Lee Newman, Director of Planning & Community Development (Zoom) participated in a joint discussion regarding:

1. Zoning to Allow Brewery Uses
Mr. Borrelli noted the potential request for a change in zoning to allow brewery uses. He noted the CEA voted to recommend adoption and said it would be beneficial to the Town. He asked for comments from the Select Board.

Mr. Matthews commented on the idea of permitting brew pubs in Needham. He said the main concern, from his point of view for the Select Board, is that the applicant must have good character, be a good neighbor, have sufficient financial qualifications, and accept the responsibilities associated with operating a liquor license in Needham. Mr. Matthews said other functions fall within the purview of the Planning Board. Mr. Matthews discussed the use (brewery/restaurant) and potential locations in the industrial areas, noting neighborhood concerns must be addressed. He commented on other possible areas (Crescent Road/Hillside Avenue) in Needham that are not made for retail traffic.

Mr. Borrelli referred to Ms. Haelsen’s memo dated November 15, 2021 to the Select Board and Planning Board.

Mr. Nelson commented on the need/want for the Town, noting the daily life of nearby residents should not be impacted. He asked if there is excitement from community members? He asked Ms. Haelson about her discussion with someone interested in opening a brewery.

Mr. Alpert said no one has approached the Planning Board and tonight's discussion is the first time the idea of changing the by-law to allow for a brew/pub is being discussed.

Ms. Haelsen told Mr. Nelson of the conversation she had with someone interested in opening a brew/pub, and subsequent conversations with Lee Newman, Director of Planning and Community Development and the Building Commissioner on how the use would fit into the current Needham zoning. She noted that multiple uses are not currently allowed on one site.

Ms. Cooley said many people enjoy going to brewpubs and it makes sense to have the discussion. She said it would be great to have another choice available for dining.

Mr. Jacobs pointed out the last paragraph of Section 3.1 of the current zoning by-law was added to allow for new uses that are like or "in kind" to another use. He said it may be possible an applicant could go before the Planning Board without needing to change the zoning by-law.

Mr. Block said he likes the Town's being proactive and this type of use would contribute toward building a greater sense of community. He concurred with Mr. Jacobs comment as to whether a by-law change is required, and to Mr. Matthews point that the use could not be intrusive to neighbors.

Ms. Espada concurred the use would be beneficial to Needham. She commented on residential areas and abutting locations. She suggested reviewing food trucks, outside catering companies, and pop-up stores, and possible opportunities they may have.

Discussion ensued on fees.

2. Tree Preservation Strategies

Mr. Borrelli commented on discussions over the years on tree preservation strategies, noting it is something residents are interested in pursuing. He commented on funding and next steps.

Mr. Alpert said the Planning Board has discussed the issue over the years and is in favor of tree preservation strategies. He gave a brief history of how the Town's tree by-law and working group came into effect, noting to this point, tree preservation strategies have not been formulated. He suggested taking up the issue without starting from scratch.

Mr. Borrelli commented that a lot of work has already been done. He spoke about large parcels of land being sold off in the coming years, concurring the working group should be reconstituted.

Ms. Cooley agreed with Mr. Borrelli that the working group should be reconstituted. She said over the years builders and homeowners have not understood the implication of trees, as it relates to stormwater. She commented the issue is challenging and hopes Needham will have a tree by-law. Ms. Cooley said formulating a tree by-law is not work for the Climate Action Committee, as that committee has more pressing issues to consider.

Mr. Matthews concurred it makes sense for the working group to pick up where it left off. He commented Needham could learn from what other towns may be doing, and people must be encouraged to understand the role of trees. He said fairness, balance, and a funding system is important.

Mr. Nelson concurred that starting over does not make sense.

Mr. Block said he supports developing different standards for different size lots, as well as standards for the condition of certain trees. He commented on scaling contributions to a fund to pay for the cost of enforcement.

Ms. Espada said additional information from other towns would be helpful and concurred with previous comments.

Mr. Alpert commented Wellesley, Newton, and Lexington have very good tree by-laws that are worth reviewing. He stressed promoting the preservation of healthy, non-invasive trees, noting contributions to the fund should be something that is only required if a developer can't preserve sufficient trees to keep older growth.

The Select Board thanked the Planning Board for the discussion.

7:48 p.m. Town Manager:

1. Town Manager Report

Ms. Fitzpatrick reported the new Amity Path received a merit award from the Rhode Island Chapter of the American Society of Landscape Architects. She commented BETA, the design firm, submitted the application. She said the path was noted for its inclusivity and amenities for children. An award ceremony will take place.

Ms. Fitzpatrick reported Governor Baker, members of the legislature, and members of the Retailers Association of Massachusetts were in Needham to promote the "Shop Local" and "Small Business Saturday" initiatives. She commented that Needham Music and Michaelson Shoes were recognized on public radio.

Ms. Fitzpatrick reminded the Board and residents the Blue Tree Lighting will take place, rain or shine, on Saturday, December 4, 2021 at 5 p.m.

Ms. Fitzpatrick reminded residents election day is Tuesday, December 7, 2021, encouraging folks to get out and vote.

7:52 p.m. Board Discussion:

1. Committee Reports

No Committee Reports were made.

7:53 p.m. Adjourn:

Motion by Mr. Nelson that the Select Board vote to adjourn the Select Board Meeting of Tuesday, November 23, 2021.

Second: Mr. Matthews. Unanimously approved 4-0 by roll call vote.

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

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

**Town of Needham
Select Board
Minutes for Tuesday, November 30, 2021
Needham Town Hall
Powers Hall
and
Via ZOOM
<https://us02web.zoom.us/j/87374131158>**

6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Matthew D. Borrelli. Those present were Daniel P. Matthews, Marianne Cooley, Marcus Nelson, and Town Manager Kate Fitzpatrick. Dave Davison, ATM/Finance, Katie King, ATM/Operations, Myles Tucker, Support Services Manager were in attendance. Mary Hunt, Recording Secretary attended by Zoom.

6:00 p.m. Certificate of Appreciation:
Mr. Borrelli read a Certificate of Appreciation recognizing Chip Davis for his 29 years of public service in the Assessor's office.

Motion by Mr. Matthews recognizing Chip Davis for his 29 years of public service in the Assessors Department culminating in 17 years as Director. Your tireless dedication and leadership were and continue to be felt by members of the department, town, and residents. Congratulations on your retirement! Second: Ms. Cooley. Unanimously approved 4-0.

6:02 p.m. Public Hearing: Tax Classification
Board of Assessors (Hybrid) and Chip Davis, Director of Assessing, Retired spoke with the Select Board and held a public hearing regarding the allocation of the Fiscal Year 2022 tax levy among the various classes of property in Town.

Mr. Davis presented information about the certified valuation of property contained in "Classification Hearing, FY2022, Tuesday November 30, 2021." He referred to the "Assessors Report FY22," saying it has been an interesting year due to the pandemic and its effect on the real estate market. He noted the real estate market for the sale of single-family homes and condominiums actually "went up," which he said was a surprise. He stated the commercial real estate market was basically dormant throughout the pandemic as evidenced by the minimal number of sales that took place. Mr. Davis commented on using a new vendor for measuring properties that began prior to the start of the pandemic, noting properties are measured with new "no touch" technology. He noted new technology for collection of data by the vendor went directly into the Town system, allowing staff to concentrate on collecting detailed interior listing information through some on-site inspections. Mr. Davis said where interior inspections were not practical, the Building Department's vastly improved permitting website was able to provide far more

detailed information on the interior makeup of projects in progress than the previous system.

Mr. Davis noted page 11 of the report “Computation of FY22 Tax Rate Using 175% Classification” and the split between residential and commercial. He stated the estimated residential factor of 0.8852952 and asked the Select Board for its approval.

Discussion ensued on using 175% for computation of the FY22 Tax Rate.

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

Mr. Borrelli asked for comments from the Board of Assessors. No comments were heard.

Motion by Ms. Cooley that the Select Board establish a residential factor of 0.8853 for the purposes of setting the Fiscal Year 2022 tax rates.

Second: Mr. Matthews. Unanimously approved 4-0.

Mr. Davison pointed out as a result of the Select Board action of maintaining the same “shift” as in prior years, the average single-family home in Town benefits from the business community, noting a reduction in the average tax bill.

6:13 p.m.

Appointments and Consent Agenda:

Mr. Borrelli asked the Board to vote on the Consent Agenda excluding the minutes from the November 9, 2021 meeting. He stated the minutes for the November 9, 2021 Select Board meeting will be voted at the next Select Board meeting.

Motion by Mr. Matthews that the Select Board vote to approve the Appointments and Consent Agenda.

APPOINTMENTS - No Appointments were made at this meeting.

CONSENT AGENDA *Backup attached

- 1.* Approve minutes of October 21, 2021, October 25, 2021 (open session), ~~November 9, 2021~~, and November 16, 2021 (open session).**
- 2.* Authorize the placement of Minuteman School lawn signs at the Town Hall and Public Services Administration Building for no more than 60 days.**
- 3. Ratify approval for a Menorah Lighting by the Chabad Jewish Center held on Sunday, November 28, 2021, 5 pm-6 pm on the Town Common.**

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

6:14 p.m.

Town Manager:

1. Preliminary Fiscal Years 2023 - 2027 Capital Improvement Plan

Ms. Fitzpatrick discussed with the Board the preliminary FY2023 cash capital and debt-financed project submissions. She stated the FY2024 - FY2027 projects will be discussed at the Select Board meeting on December 14, 2021, with final approval of the Capital Improvement Plan on December 21, 2021.

Ms. Fitzpatrick reviewed FY2023 Capital Budget, Preliminary Recommendations noting the reduction in costs associated with the Emery Grover Building Renovation, School Master Plan Financing, Public Works Facilities Improvements, Roof Top Unit Replacement (Broadmeadow & Eliot Schools), Hillside School Boiler Installation, Pollard School Air Conditioning Upgrade, Pollard School Locker Room Retrofit, and the Centre Street Bridge Replacement, among other items.

Discussion ensued on funding for various projects.

The Board thanked Ms. Fitzpatrick for the discussion.

6:41 p.m. Executive Session: Exceptions 3 & 6
Motion by Mr. Matthews that the Select Board vote to enter into Executive Session.

Exception 3 – To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares;

and

Exception 6 – To consider the purchase, exchange, lease or value of real estate if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.

Not to return to open session prior to adjournment.

Second: Mr. Nelson. Unanimously approved 4-0 by roll call vote.

The next Select Board meeting is scheduled for Tuesday, December 14, 2021.

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

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

**Town of Needham
Select Board
Minutes for Tuesday, December 14, 2021
Needham Town Hall
Powers Hall
and
Via ZOOM
<https://us02web.zoom.us/j/85892782400>**

- 6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Matthew D. Borrelli. Those present were Marianne Cooley, Marcus Nelson (via Zoom), Dan Matthews, member-elect Kevin Keane, and Town Manager Kate Fitzpatrick. Dave Davison, Assistant Town Manager/Finance, Katie King, Assistant Town Manager /Operations, Myles Tucker, Support Services Manager, Kristin Scoble, Administrative Specialist, and Mary Hunt, Recording Secretary were also in attendance.
- 6:00 p.m. Swearing in New Select Board Member:
Theodora Eaton, Town Clerk, officially swore in newly elected Select Board member Kevin Keane.
- The Board congratulated Mr. Keane, welcomed him to the Select Board, and wished him well in his new position.
- 6:03 p.m. Mr. Borrelli called for a moment of silence to remember Anthony Del Gaizo, Town Engineer who passed away last week. Mr. Borrelli said Mr. Del Gaizo was a gentleman with the highest integrity who served the Town of Needham for 30 years. He noted Mr. Del Gaizo, a graduate of Needham High School, took part in many Town projects including bridges, buildings, roadways, and other infrastructure. He said Mr. Del Gaizo will be sorely missed.
- A moment of silence was observed.
- 6:05 p.m. Public Comment Period:
Lars Unhjem, 56 Meadowbrook Road and Keith LaFace, 504 Chestnut Street spoke to the Board regarding the safety of railroad crossings and the elimination of non-emergency train horn noise. The positive steps already taken by the Town to explore the possibility of a quiet zone and consider investments needed to improve railroad crossing safety in Needham were noted. Mr. Unhjem urged the Select Board to adopt the quiet zone investments highlighted in the FY2023-2027 Capital Improvement Plan.
- Ross Donald, 25 Chambers Street spoke with the Board regarding the Needham Housing Authority and the process of making a complaint to resolve issues. He noted the time it took to get Wi-Fi working at 5 Chambers Street and the time it

took to have construction debris removed. Mr. Donald said negative publicity in a newsletter and on social media helped resolve the issues. As a result, however, he stated he was served with a 30-day notice to evict, noting bullying and abuse of the legal system. Mr. Donald said he will continue to come before Town boards to tell stories of what is happening at the Needham Housing Authority.

Mr. Matthews acknowledged Mr. Donald's concerns about the Needham Housing Authority. He said the Housing Authority is a separate agency from town government, noting the main supervision comes from the Commonwealth of Massachusetts. He told Mr. Donald that if the Select Board does not take action, it is not because it does not share the same concern, but because the Housing Authority has its own elected board. Mr. Matthews said if the Town government has a role in any of the concerns, the Town Manager will provide advice and direction to the Select Board.

6:17 p.m. Public Hearings - Eversource Grants of Location:
Joanne Callender, Eversource Energy Representative spoke with the Select Board via Zoom regarding 3 Grant of Locations:

1. 138 Richardson Drive

Ms. Callender requested permission to install approximately 14 feet of conduit in Richardson Drive. This work is necessary to provide electrical service to 138 Richardson Drive, Needham.

Ms. Fitzpatrick stated all paperwork is in order.

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

Motion by Mr. Matthews that the Select Board approve and sign a petition from Eversource Energy to install approximately 14 feet of conduit in Richardson Drive.

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

2. 55 Country Way

Ms. Callender requested permission to install approximately 38 feet of conduit in Country Way. This work is necessary to provide electrical service to 55 Country Way, Needham.

Ms. Fitzpatrick stated all paperwork is in order.

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

Motion by Mr. Matthews that the Select Board approve and sign a petition from Eversource Energy to install approximately 38 feet of conduit in Country Way.

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

3. 203 Country Way

Ms. Callender requested permission to install approximately 18 feet of conduit in Country Way. This work is necessary to provide electrical service to 203 Country Way, Needham.

Ms. Fitzpatrick stated all paperwork is in order.

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

Motion by Mr. Matthews that the Select Board approve and sign a petition from Eversource Energy to install approximately 18 feet of conduit in Country Way.

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

6:21 p.m. Introduce Department Managers:

Katie King, Assistant Town Manager/Operations, introduced newly appointed Library Director Kim Hewitt. Carys Lustig, Director of Public Works introduced newly appointed Water & Sewer Superintendent Mike Retzkey, and Director of Administration & Finance, Public Services Cecilia Simchak. Kate Fitzpatrick, Town Manager introduced newly appointed Director of Human Resources Chuck Murphy-Romboletti.

The Board welcomed and congratulated all newly appointed department managers, wishing them all well in their new positions.

6:37 p.m. Appointments and Consent Agenda:

Motion by Mr. Matthews that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS:

Rinaz Mala Mohamed Needham Human Rights Committee

Term Exp. 6/30/2024

Emerson Ward Needham Human Rights Committee

Term Exp. 6/30/2024

Liz Hay Council of Economic Advisors

Term Exp. 6/30/2023

Jessica Batsevitsky Needham Community Revitalization Trust Fund

Term Exp. 6/30/2024

Eric Valentino Needham Community Revitalization Trust Fund

Term Exp. 6/30/2022

Jeffrey P. Heller Solid Waste Disposal and Recycling Advisory Committee

Term Exp. 6/30/2024

Barry McNeilly Traffic Management Advisory Committee

Term Exp. 6/30/2024

Douglas Palmer Transportation Planning and Review Committee

Term Exp. 6/30/2022

Keith La Face Transportation Planning and Review Committee

Term Exp. 6/30/2022

CONSENT AGENDA: *=Backup attached

- 1.* Approve minutes of November 9, 2021 (open session)**
- 2.* In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt the updated classification and compensation plan/Schedule C for part-time, temporary and seasonal employees effective January 1, 2022.**
- 3. Accept the following donation made to the Needham Community Revitalization Trust Fund: \$500 from Bradley and Nicole White.**
- 4. Accept a \$150 donation from Shahin Sagafi for Needham Health Department's Gift of Warmth Program.**
- 5. Accept a \$250 donation from Maryclare Siegel for Needham Health Department's Gift of Warmth Program.**
- 6. Accept a \$50 donation from Maryclare Siegel for Needham Health Department's Traveling Meals Program.**
- 7. Accept a \$100 donation from Soderholm Trust for Needham Health Department's Gift of Warmth Program.**
- 8. Accept a \$100 donation from Ann MacFate for the Needham Health Department's Gift of Warmth Program.**
- 9.* RATIFY the updated Holiday House Tour Car Parade route from the Needham Women's Club. The updated route was approved by the Needham Police Department and Fire Department.**
- 10. RATIFY Car Menorah Parade from the Chabad Jewish Center that took place on November 28, 2021.**
- 11.* Approve and sign Water & Sewer Abatement #1314**
- 12. Approve for calendar year 2022 requests for license renewals of Restaurant – All Alcoholic Licenses for each of the following establishments (subject to receipt of required completed paperwork):**
 - Zucchini Gold, LLC d/b/a The Rice Barn**
 - Bertucci's Restaurants, LLC d/b/a Bertucci's**
 - Henry Hospitality Inc. d/b/a The James**
 - Blue on Highland, LLC d/b/a Blue on Highland**
 - New Garden, Inc. d/b/a New Garden Restaurant**
 - TDRG Needham, Inc. d/b/a Cook Needham**
 - Fusion Cuisine, Inc. d/b/a Gari**
 - Sol Soul Family Foods, LLC d/b/a Hearth Pizzeria**
 - SAI Restaurants, Inc. d/b/a Masala Art**
 - Fu Yuan, Inc. d/b/a Fuji Steak House**
 - Low and Zhang Co. d/b/a Mandarin Cuisine Locus**
 - Eat Farmhouse LLC d/b/a The Farmhouse**
 - Needham Food and Beverage LLC d/b/a The Heights**
 - Capella LLC d/b/a Cappella**
 - Spiga, LLC d/b/a Spiga**
 - Latin-A Group LLC d/b/a Latina Kitchen and Bar**
 - Poet King Restaurant Group LLC. d/b/a Hungry Coyote**
 - Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria**

13. Approve for calendar year 2022 request for license renewal of Restaurant – Wine and Malt Beverage License for the following establishment (subject to receipt of required completed paperwork):
 - French Press LLC d/b/a French Press Bakery & Café
14. Approve for calendar year 2022 requests for license renewals of Package Stores - All Alcoholic Beverages for the following establishments (subject to receipt of required completed paperwork):
 - Innovative Distributing Concepts, LLC d/b/a Bin Ends
 - Lianos Liquors, LLC d/b/a Needham Center Wine & Spirits
 - Needham Wine & Spirits, LLC d/b/a Needham Wine & Spirits
 - Reveler Beverage Company, LLC d/b/a Reveler Beverage
 - vinodivino 3, LLC d/b/a vinodivino
15. Approve for calendar year 2022 requests for license renewals of Package Stores - Wine and Malt Beverages for the following establishments (subject to receipt of required completed paperwork):
 - The Needham General Store, LLC
 - Volante Farms
16. Approve for calendar year 2022 request for Innholder – All Alcoholic License Renewal for the following establishments (subject to receipt of required completed paperwork):
 - Needham 365 Bev, LLC. d/b/a Residence Inn
 - Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel
17. Approve for calendar year 2022 requests for license renewals of Club – All Alcoholic Beverage Licenses for the following establishments (subject to receipt of required completed paperwork):
 - The Needham Golf Club
 - Village Club Building Assoc. Inc.
 - Lt. Manson Carter Post #2498 V.F.W. of U.S.
18. Approve for calendar year 2022 requests for license renewals of Common Victualler Licenses for the following establishments (subject to receipt of required completed paperwork):
 - Bagels' Best, Inc. d/b/a Bagels' Best Café
 - Bertucci's Restaurants, LLC d/b/a Bertucci's
 - Beth Israel Deaconess – Glover Café
 - Blue on Highland, LLC d/b/a Blue on Highland
 - C & D Management, Inc. d/b/a Brothers Pizza & Restaurant
 - Coffee and Fresh Bagels Inc. d/b/a Café Fresh Bagel
 - Capella LLC d/b/a Cappella
 - Chef Mike's LLC d/b/a Chef Mike's
 - North Hill Needham, Inc. d/b/a Central Avenue Café
 - LPM Holding Co., Inc. d/b/a Epicurean Feast - Cutler Lake
 - 1095, LLC d/b/a Comella's Restaurant
 - TDRG Needham, Inc. d/b/a Cook Needham
 - Your Other Oven, Inc. d/b/a Domino's Pizza
 - Lin and Xie Corp. d/b/a Dragon Chef Restaurant
 - ND Donuts d/b/a Dunkin'

- ND Donuts d/b/a Dunkin’
- ND Donuts d/b/a Dunkin’
- Eat Farmhouse, LLC d/b/a The Farmhouse
- French Press LLC d/b/a French Press Bakery & Café
- Select Group, Inc. d/b/a Fresco Restaurant
- Fu Yuan, Inc. d/b/a Fuji Steak House
- Fusion Cuisine d/b/a Gari
- 1056 Gyro and Kebab House Corp d/b/a Gyro and Kebab House
- Needham Food and Beverage LLC d/b/a The Heights
- Poet King Restaurant Group LLC. d/b/a Hungry Coyote
- Henry Hospitality Inc. d/b/a The James
- Three Sons, Inc. d/b/a Kosta’s Pizza & Seafood
- Latin-A Group LLC d/b/a Latina Kitchen and Bar
- Low and Zhang Co. d/b/a Mandarin Cuisine Locus
- SAI Restaurants, Inc. d/b/a Masala Art
- McDonald’s Restaurant – Needham
- D & L Enterprises, Inc. d/b/a Mighty Subs
- The Needham Golf Club, Inc.
- International Needham House of Pizza d/b/a Needham House of Pizza
- A New Leaf
- New Garden Inc. d/b/a New Garden Restaurant
- Select Pizza d/b/a Nicholas’ Pizza
- PAN LLC. d/b/a Panella’s Market & Deli
- Boston Bread LLC d/b/a Panera
- Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria
- Needham 365 Bev. LLC d/b/a Residence Inn
- Zucchini Gold, LLC d/b/a The Rice Barn
- Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel
- Servente Bakery & Café Inc. d/b/a Servente Bakery & Café
- Spiga, LLC
- Starbucks Coffee Company
- Sol Soul Family Foods LLC d/b/a Hearth Pizzeria
- Subway of Needham LLC d/b/a Subway
- Yeat Inc. d/b/a Sweet Basil
- H & B Pizza, Inc. d/b/a Sweet Tomatoes Pizza
- Niki Corp. d/b/a Town House of Pizza
- Treat LLC d/b/a Treat Cupcake Bar
- Lt. Manson Carter Post 2498 V.F.W. of U.S.
- Village Club Building Assoc. Inc.
- Volante Farms
- The Cookie Monstah, Co.
- PM Story Corp. d/b/a Little Spoon

19. Approve for calendar year 2022 the following requests for Class I & Class II Used Car Dealer Licenses (subject to receipt of required completed paperwork):

- Auto International Ltd.- Class II

- Beth L Auto Sales – Class II
 - Center Automotive – Class II
 - Chestnut Motors - Class II
 - Copley Motorcars – Class II
 - Needham Service Center – Class II
20. Approve for calendar year 2022 requests for various license renewals as detailed below for the following establishments (subject to receipt of required completed paperwork):
- Needham 365 Bev., LLC d/b/a Residence Inn - Innkeeper
 - Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel – Innkeeper
 - Needham Food and Beverage, LLC d/b/a The Heights - Innkeeper
 - Olin College – Lodging License
 - Babson College – Lodging License
 - 7-Eleven – Special Permit (24 hr. retail sale of food)
 - Yeat Inc. d/b/a Sweet Basil – Special Permit (Carry In Beer/Wine)
 - Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel – Sunday Entertainment
 - Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel – Weekday Entertainment
 - SAI Restaurants, Inc. d/b/a Masala Art – Weekday Entertainment
 - SAI Restaurants, Inc. d/b/a Masala Art – Sunday Entertainment
 - Blue on Highland, LLC d/b/a Blue on Highland – Weekday Entertainment
 - Blue on Highland, LLC d/b/a Blue on Highland – Sunday Entertainment
 - New Garden Inc. d/b/a New Garden- Weekday Entertainment
 - Henry Hospitality Inc. d/b/a The James - Weekday Entertainment
 - Henry Hospitality Inc. d/b/a The James - Sunday Entertainment
 - Sol Soul Family Foods, LLC d/b/a Hearth Pizzeria – Weekday Entertainment
 - Sol Soul Family Foods, LLC d/b/a Hearth Pizzeria – Sunday Entertainment
 - Poet King Restaurant Group, LLC d/b/a Hungry Coyote – Weekday Entertainment
 - Zucchini Gold, LLC, d/b/a The Rice Barn – Weekday Entertainment

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

6:37 p.m.

Website Redesign Update:

Cindy Roy Gonzalez, Public Information Officer, updated the Select Board on the redesign of the Town website to make it more attractive, user-friendly, and accessible.

Ms. Roy Gonzalez explained the launch of the new website will be in the 1st quarter of 2022. She commented four public forums were held asking residents what information they would like on the website. She noted the difference between a

website redesign and content changes. Ms. Roy-Gonzalez said content changes are ongoing, noting staff training will continue in January 2022 after launch of the new website.

Ms. Roy Gonzalez presented a demonstration of the newly re-designed website and discussed the new app residents can use to access information in a mobile friendly form.

Discussion ensued on accessing the Town's newsletter, use of the search function, booking venues, scrolling ability on a mobile phone, the challenges and formatting of a website to make it searchable, the ability to click on pictures and/or links, font size, and use of a banner at the top of the website for promoting Town events.

The Board thanked Ms. Roy-Gonzalez for the update.

7:01 p.m. Perambulation of the Bounds:
Carys Lustig, Director of Public Works and Thomas Ryder, Acting Town Engineer asked the Board to approve and sign records, witnessing the Perambulation of the Town Boundaries.

Ms. Lustig stated that per Chapter 42, Section 2 of the Massachusetts General Laws, "The boundary markers of every town shall be located, the marks thereon renewed, and the year located marked upon the face thereof which bears the letter of the town locating its boundary, once every five years, by at least two of the selectmen of the town or by two substitutes designated by them in writing. The marking shall be made with a paint or other suitable marking material. The proceedings shall be recorded with the town clerk and the board of selectmen of the town in writing signed under penalty of perjury setting forth which boundary marks were located, and those which were not located. A copy of such records shall also be sent, by registered letter, to the town clerk and the board of selectmen of any contiguous town." She noted the ceremonial process and Perambulation of the Town of Needham's bounds and inspection of all markers was performed on November 6, 2021.

Motion by Mr. Matthews that the Select Board approve and sign the attached records that the Town boundary markers were witnessed during the perambulation which took place on November 6, 2021.

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

Mr. Matthews noted the tradition, saying all of the granite markers are intact.

7:07 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding 3 items:

1. FY2023 Budget Priorities

Ms. Fitzpatrick reviewed proposed budget priorities for the FY2023 Operating and Capital Budgets. She referred to the draft list, commenting the highest priorities include the Town's recovery from the COVID-19 Pandemic and initiatives that ensure Needham is a welcoming, inclusive, and safe community, and that all residents are secure and cared for during emergencies and natural disasters. Ms. Fitzpatrick commented on other goals including mental health well-being and the support of renovation, reconstruction, and/or preservation of Town capital assets, among other items. She noted a vote on the Budget Priorities is scheduled for December 21, 2021.

2. FY2023-FY2027 Capital Improvement Plan

Ms. Fitzpatrick discussed with the Board the preliminary FY2023-2027 Capital Improvement Plan. She commented on capital project requests, noting the Claxton Field Lighting Installation and Softball Field Skin construction, Rooftop Unit Replacement (Broadmeadow & Eliot), Central Avenue/Centre Street Bridge Replacement project, and Quiet Zone Safety Upgrades among other items.

Mr. Davison commented on the Public Works Infrastructure Program, as well as upgrades to the HVAC Systems at the Water Treatment Plant.

Discussion ensued on the use of American Rescue Plan Act (ARPA) and Community Preservation Act (CPA) funds for some of the projects.

3. Town Manager Report

Ms. Fitzpatrick reported Town Hall will be closed on Friday, December 24, 2021 and Friday, December 31, 2021 for the Christmas and New Year holidays.

She noted a Celebration of Life for Town Engineer Tony Del Gaizo will be held on Wednesday, December 15 at 3 pm at the PSAB building. All are welcome.

Ms. Fitzpatrick reported the Toys for Tots box at Needham Town Hall has been overflowing and people have been very generous.

She said winter program registration for the Park and Recreation programs opens on December 15, 2021, noting the brochure is fantastic.

7:20 p.m. Board Discussion:

1. Civil Rights Suit Update

Mr. Borrelli read a statement on the matter concerning Mr. Marvin Henry, the Town of Needham, and several members of the Needham Police Department. He said due to current pending litigation, the Select Board is very limited in what it can say. He said the statement he will read tonight is to update the community and that no further comments will be made before May 2022. The statement read:

"This is an update on the status of the lawsuit filed by Mr. Marvin Henry against the Town of Needham and several members of the Needham Police Department.

The suit was filed by Mr. Henry's attorneys on July 7, 2021 in the United States District Court for the District of Massachusetts.

On September 30, 2021, Judge Allison Burroughs issued a Scheduling Order with a timetable for the future handling of the litigation.

Pursuant to the Scheduling Order, motions to add parties or amend the pleadings must be filed by February 1, 2022, and all fact discovery (not including experts) must be completed by May 2, 2022.

The Court will then hold a Status Conference on May 3, 2022, at 9:30 a.m. to set deadlines for expert discovery and the filing of dispositive motions, if needed.

The Select Board acknowledges that this is a serious matter and that there is public concern regarding the allegations raised in the law suit. The Select Board believes that Mr. Henry did nothing wrong, he was mistakenly identified as a suspect in a shoplifting complaint and detained at the scene. Because Mr. Henry has filed suit against the Town, the Town's ability to comment is necessarily limited. The Board does not expect to make any further statement before May, 2022.

The Select Board reaffirms its support of the men and women of the Needham Police Department, its commitment to improving police policies and practices, and its commitment that Needham is a just and equitable community for all."

2. Committee Reports

Mr. Matthews reported the Affordable Housing Working Group, made up of members from several Town boards, has determined its meeting schedule up until April 2022. He noted rising housing prices, the challenge of affordable housing for moderate income families, and lack of funding to support capital needs of the Needham Housing Authority. He commented on the potential for Federal funding and policies to address complicated issues. He noted that he is hopeful actionable recommendations can be made to Town Meeting in May or to the Planning Board by spring 2022. Mr. Matthews said many urgent matters are occurring and if Needham is to address affordable housing issues, steps must be taken that affect neighborhoods and community wide circumstances. He strongly suggested community members engage, follow the issues, and let the Select Board know if it is on the right or wrong track. He pointed out all meetings of the Affordable Housing Working Group and most other town board and committee meetings are on the Town's YouTube channel and readily available for viewing on the internet.

Ms. Cooley reported appointments to the Climate Action Committee and Transportation Planning Committee will be made next week, and that committee meetings will begin in January 2022.

7:30 p.m. Executive Session: Exceptions 3 (collective bargaining or litigation) & 6 (purchase of real property)

Motion by Mr. Matthews that the Select Board vote to enter into Executive Session.

Exception 3 – To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares;

and

Exception 6 – To consider the purchase, exchange, lease, or value of real estate if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.

Not to return to open session prior to adjournment.

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

The next Select Board meeting is scheduled for Tuesday, December 21, 2021.

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

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

Employment Contract

Whereas, Massachusetts General Laws, Chapter 41, §108O, authorizes the Town Manager to establish an Employment Contract providing for the salary, fringe benefits, and other conditions of employment for the Chief of Police; and

Whereas the Town Manager and the Chief of Police desire to enter into such a Contract;

Now Therefore, the parties agree to the following:

Section 1 Conflict with Existing Law

- 1.1 Civil Service In the event of conflicting provisions between the Employment Contract and M.G.L. c. 31, the provisions of M.G.L. c. 31 (Civil Service) will prevail. It is agreed that the Chief of Police will retain his Civil Service status during the term of his employment with the Town of Needham.
- 1.2 M.G.L. chapter 41 §97A Unless and until the Town votes otherwise, the Chief of Police is guided by the provisions of M.G.L. chapter 41 §97A.
- 1.3 Personnel Policy The terms of the Employment Contract shall prevail over any conflicting provisions of any personnel policy promulgated by the Town. Personnel Policies not in conflict with this Contract shall continue to apply to the Chief of Police.

Section 2 Hours of Work

The Chief of Police will devote full time and attention to the business of the Town. The Chief of Police agrees to devote that amount of time and energy, which is reasonably necessary to faithfully perform the duties of Chief of Police under this contract. It is recognized that the Chief of Police must devote a great deal of time outside the normal office hours to the business of the Town, and, to that end, the Chief of Police shall be allowed to adjust his work schedule as he shall deem appropriate during said normal office hours and at such time when the Chief reasonably determines such work schedule will have the least impact on departmental operations.

Section 3 Compensation

- 3.1 Base Salary The Chief of Police is not subject to the classification and compensation provisions of the Town and his base salary shall be governed by this agreement. The base salary shall be considered to be all-inclusive, and no other additional payments will be made with the exception of Educational Incentive Pay as provided under section 3.2 and the Certification Stipend under section 3.3.

Effective December 1, 2021:	\$171,210
Effective December 1, 2022:	\$178,058
Effective December 1, 2023:	\$185,181
Effective December 1, 2024:	\$192,588
Effective December 1, 2025:	\$200,291

- 3.2 Educational Incentive The Chief of Police shall be entitled to educational career incentive in accordance with M.G.L. c. 41 §108L. This amount shall be in addition to base pay as defined in Section 3.1. In the event that M.G.L. c. 41 §108L is repealed or amended, the Chief of Police shall continue to be entitled to the educational career incentive in effect as of July 1, 2009 (25% of base pay).
- 3.3 Certification Stipend: The Chief of Police shall be entitled to certification pay in the amount of 2% of total pay effective upon Town Meeting approval of the removal of the Police Department from the Civil Service System. In the event the Town does not vote for the removal of the Police Department from Civil Service, the parties agree to revisit the compensation provisions of this agreement.
- 3.4 Performance Review The Chief of Police shall have his performance reviewed by the Town Manager. At that time, accomplishments from the prior year will be identified and objectives for the coming years will be established.
- 3.5 Death During Employment If the Chief of Police dies during the term of this Agreement, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief of Police up to the date of his death, including, but not limited to, payment for any unused vacation and personal days, and non-occupational sick leave buy-back in accordance with Section 4.6 of this Agreement. Such payment will be made payable to the deceased's estate or beneficiaries in accordance with IRS regulations.
- 3.6 Clothing/Uniforms The Town shall budget \$1,000 per fiscal year for the purchase or replacement of uniform items or other work-related attire for the Chief of Police. The clothing/uniform funding shall not be used for the purchase of civilian attire.
- 3.7 Employer Contribution to 401(a) Plan Deferred Compensation Plan the Town will make an annual payment of 2% of total pay (base pay and education incentive) to the 401A deferred compensation plan offered by the Town and elected by the Chief of Police.

Section 4

Leave Benefits

- 4.1 Leave Without Pay The Chief of Police shall be entitled to leave without pay as necessary in accordance with the provisions of the Unpaid Leave of Absence Policy, #305, dated July 1, 2000, as amended.
- 4.2 Civic Duty Leave The Chief of Police shall be entitled to Civic Duty Leave, as necessary, in accordance with the provisions of the Civic Duty Leave Policy, #301. It is understood that in the event that the Chief of Police must appear in Court on behalf of the Town of Needham, such appearance shall be considered regular work time.
- 4.3 Bereavement Leave The Chief of Police shall be entitled to Bereavement Leave, as necessary, in accordance with the provisions of the Bereavement Leave Policy, #304.
- 4.4 Personal Leave The Chief of Police shall be entitled to Personal Leave in accordance with the provisions of the Personal Leave Policy, #316.

- 4.5 Injury on Duty The Chief of Police shall be entitled to Injury on Duty pay and benefits in accordance with the Police Chief Injury on Duty Policy, #417.
- 4.6 Non-Occupational Sick Leave The Chief of Police shall be entitled to and bound by all sick leave provisions, including accrual, use, extended sick leave, medical verification, and fitness for duty, contained in the Non-occupational Sick Leave policy, #303. In the event that the Chief of Police terminates employment with the Town by retirement, disability, or death, he shall be entitled to a cash payment upon termination at his current rate of pay for twenty-five percent (25%) of his non-occupational sick leave bank; however, the Chief of Police may participate in any “buy-out” plan approved by the Town Manager and Board of Selectmen for other department managers. The Chief of Police is not subject to a 960-hour cap on non-occupational sick leave buy-back.
- 4.7 Vacation The Chief of Police shall receive vacation benefits in accordance with the Vacation Policy (#310). It is agreed that the accrual provisions of the Vacation Policy shall be amended in recognition of the “Holyoke Decision” and that the Chief of Police shall accrue 28 days of vacation per fiscal year. The Chief of Police shall be entitled to 28 days (224 hours) of vacation leave effective January 1, 2016 and shall begin accruing leave at the rate of 18.66 hours per month thereafter. The Chief of Police shall be bound by the maximum accrual cap provisions of the Vacation Policy of his allotment (28 days) plus ten days, or a total of 38 days.
- 4.8 Holidays The Chief of Police shall receive time off on each recognized holiday in accordance with the Holiday Leave and Holiday Pay Policy, #314.

Section 5

Benefits

- 5.1 Professional Development The Chief of Police will be encouraged to take advantage of the latest developments in the field of public safety and policing. The Chief of Police will be allowed to maintain membership and hold office in the Massachusetts Chiefs of Police Association, the International Association of Chiefs of Police, and the New England Chiefs of Police Association. The annual dues in these Associations, and other professional organizations, as well as the expenses related to conferences and meetings shall be considered as normal business expenses to be proposed in the Department budget and charged to the Town. In this regard the Town agrees, subject to appropriation by Town Meeting, to budget appropriate and reasonable finances for travel and expenses related to the attendance of the Chief of Police at the annual conference of the International Association of Chiefs of Police, the New England Chiefs of Police Association and short courses, institutes and seminars that in his reasonable judgment, are necessary for his professional development. Such time spent in the foregoing activities shall be considered as time worked; however, the Chief of Police recognizes that his primary responsibility is to the Town of Needham Police Department. Attendance at professional development activities will be limited and/or scheduled in such a manner that they do not impact in an adverse manner upon the Chief’s professional responsibilities. In this regard, the Chief shall be subject to the provisions of the Membership in Professional Associations Policy, (#405), dated December 13, 2000, and the Travel Expense Reimbursement Policy (#510), dated July 11, 2008.
- 5.2 Membership in the Retirement System The Town of Needham agrees that the Chief of Police shall be entitled to continue as a member of the Town of Needham Contributory

Retirement System (in accordance with the provisions of M.G.L. c. 32) under the same terms and conditions in effect on the effective date of this Agreement, or as these provisions may be hereafter amended. Upon retirement, the Chief of Police shall be entitled to all benefits available to other retired employees of the Town of Needham.

- 5.3 Automobile Use The Town shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used exclusively by the Chief of Police in connection with the performance of his duties as Chief of Police and for his professional growth and development. Since the Chief is on-call in the event of emergency, he may use the vehicle for personal reasons. All use of the vehicle is restricted to travel in New England and New York, unless approved in advance by the Town Manager. The Chief of Police is subject to the other aspects of the Town's Vehicle Use Policy (#509), dated March 10, 1997, as amended, which are not in conflict with this section.
- 5.4 Indemnification The Town of Needham shall defend, save harmless, and indemnify the Chief of Police against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Chief of Police provided that the Chief of Police acted within the scope of his official duties. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief of Police. Under such circumstances, the Town of Needham shall select the attorney. This Section shall survive any termination of this Agreement.
- 5.5 Other Benefits The Police Chief, with approval in advance from the Town Manager, may accept other Police service-related assignments (e.g., teaching at the Police Academy) only to the extent that they do not interfere with the performance of his duties with the Needham Police Department.

Section 6 Drug and Alcohol Testing

The Chief of Police shall be subject to drug and alcohol testing requirements similar to those in place for other sworn police officers in the Department.

Section 7 Removal, Suspension, Retirement and Resignation

- 7.1 The Chief of Police may only be removed from office or suspended from his position in accordance with M.G.L. c. 31, Section 41.
- 7.2 Nothing in this Agreement shall preclude the Chief of Police from retiring or resigning during the period of this contract. However, the Town reserves the right to limit vacation use in the event that the Chief of Police retires or resigns prior to the expiration of this Agreement. If the Chief of Police resigns or retires voluntarily before the expiration of this contract, he agrees to give 30 days written notice in advance, unless there is an agreement in writing between the Chief of Police and the Town Manager to the contrary. The 30 days written notice provision shall not apply if the Chief of Police retires as the result of changes to law or regulation that would materially affect his pension.

**Section 8
Duties of Position**

The duties of the position of Chief of Police shall be those listed on the attached job description dated 5/05.

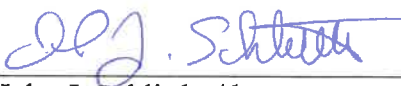
**Section 9
Effect of Agreement**

- 9.1 The Agreement shall take effect as of December 1, 2021 and shall continue in full force and effect through November 30, 2026.
- 9.2 This contract represents the entire agreement between the parties relating to the wages and benefits of the Chief of Police.
- 9.3 Any changes, amendments, and/or modifications to this Agreement shall be in writing and shall be executed by both parties.
- 9.4 Law Governing This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- 9.5 Severability of Provisions If any clause of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby, and the parties agree to meet and discuss appropriate substitute provision.

Town of Needham

Town Manager/date

Chief of Police

 12-15-21

John J. Schlittler/date

Chair, Select Board/date