

SELECT BOARD Meeting Agenda

6:00 p.m. April 27, 2021

REVISED VIA ZOOM

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

To listen and view this virtual meeting on a phone, computer, laptop, or tablet, download the "Zoom Cloud Meeting" app in any app store or at www.zoom.us. At the above date and time, click on "Join a Meeting" and enter the meeting or click the link below to join the webinar: <https://us02web.zoom.us/j/83012497485>

Or One tap mobile :

US: +13017158592,,83012497485# or +13126266799,,83012497485#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 830 1249 7485

1.	6:00	Continued Public Hearing (from March 23 rd): Retail Liquor License All Alcohol - Gordons Fine Wines, 150 Gould Street David Gordon, Proposed Manager
2.	6:00	Public Hearing: New Restaurant Retail Package Store Wine and Malt Liquor License - Needham General Store, 399 Great Plain Avenue - Megan Pesce, Owner - Michael Kazlauskas, Proposed Manager
3.	6:20	Arbor Day Proclamation Ed Olsen
4.	6:30	Highway Commercial 1 & Planning Consulting Assistance Planning Board Members
5.	6:50	Citizens Petition Zoning George Giunta, Jr.
6.	7:00	Town Manager - Memorandum of Agreement with the Independent Town Workers Association (ITWA) - Positions on Warrant Articles - Town Manager Report
7.	7:15	Board Discussion - NUARI Update - Committee Reports

CONSENT AGENDA *=Backup attached

1.	Approve the calendar year 2021 Spring Licenses as follows. This approval is predicated on the receipt of all completed required paperwork. <table> <tr> <th>Establishment</th><th>License Type</th></tr> <tr> <td>Closet Exchange – Designer & Boutique</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Closet Exchange – Consignment Drop Off</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Crosby Jewelers, Inc.</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Segaloff's Jewlers</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>2nd Hand Rose of Needham</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Needham Bowl Away</td><td>Bowling Alley</td></tr> <tr> <td>Lt. Manson H. Carter Post 2498 VFW</td><td>Pool Table</td></tr> <tr> <td>Building Association, Inc.</td><td></td></tr> </table>	Establishment	License Type	Closet Exchange – Designer & Boutique	Sale of Second Hand Articles	Closet Exchange – Consignment Drop Off	Sale of Second Hand Articles	Crosby Jewelers, Inc.	Sale of Second Hand Articles	Segaloff's Jewlers	Sale of Second Hand Articles	2 nd Hand Rose of Needham	Sale of Second Hand Articles	Needham Bowl Away	Bowling Alley	Lt. Manson H. Carter Post 2498 VFW	Pool Table	Building Association, Inc.	
Establishment	License Type																		
Closet Exchange – Designer & Boutique	Sale of Second Hand Articles																		
Closet Exchange – Consignment Drop Off	Sale of Second Hand Articles																		
Crosby Jewelers, Inc.	Sale of Second Hand Articles																		
Segaloff's Jewlers	Sale of Second Hand Articles																		
2 nd Hand Rose of Needham	Sale of Second Hand Articles																		
Needham Bowl Away	Bowling Alley																		
Lt. Manson H. Carter Post 2498 VFW	Pool Table																		
Building Association, Inc.																			
2.	Accept the following donation made to the Needham Health Division's Gift of Warmth program: \$495 from the First Parish in Needham.																		
3.*	Approve minutes of April 6, 2021 (Open and Executive Session)																		
4.*	Approve and sign 20(b) exemption for Katherine Jacques to be a door monitor at Town Hall. She is also a Board of Registrar.																		

SELECT BOARD Meeting Agenda

6:00 p.m. April 27, 2021

REVISED VIA ZOOM

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

To listen and view this virtual meeting on a phone, computer, laptop, or tablet, download the "Zoom Cloud Meeting" app in any app store or at www.zoom.us. At the above date and time, click on "Join a Meeting" and enter the meeting or click the link below to join the webinar: <https://us02web.zoom.us/j/83012497485>

Or One tap mobile :

US: +13017158592,,83012497485# or +13126266799,,83012497485#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

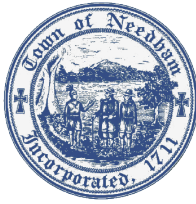
US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 830 1249 7485

1.	6:00	Continued Public Hearing (from March 23 rd): Retail Liquor License All Alcohol - Gordons Fine Wines, 150 Gould Street David Gordon, Proposed Manager
2.	6:00	Public Hearing: New Restaurant Retail Package Store Wine and Malt Liquor License - Needham General Store, 399 Great Plain Avenue - Megan Pesce, Owner - Michael Kazlauskas, Proposed Manager
3.	6:20	Arbor Day Proclamation Ed Olsen
4.	6:30	Highway Commercial 1 & Planning Consulting Assistance Planning Board Members
5.	6:50	Citizens Petition Zoning George Giunta, Jr.
6.	7:00	Town Manager - Memorandum of Agreement with the Independent Town Workers Association (ITWA) - Positions on Warrant Articles - Town Manager Report
7.	7:15	Board Discussion - NUARI Update - Committee Reports

CONSENT AGENDA *=Backup attached

1.	Approve the calendar year 2021 Spring Licenses as follows. This approval is predicated on the receipt of all completed required paperwork. <table> <tr> <th>Establishment</th><th>License Type</th></tr> <tr> <td>Closet Exchange – Designer & Boutique</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Closet Exchange – Consignment Drop Off</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Crosby Jewelers, Inc.</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Segaloff's Jewelers</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>2nd Hand Rose of Needham</td><td>Sale of Second Hand Articles</td></tr> <tr> <td>Needham Bowl Away</td><td>Bowling Alley</td></tr> <tr> <td>Lt. Manson H. Carter Post 2498 VFW</td><td>Pool Table</td></tr> <tr> <td>Building Association, Inc.</td><td></td></tr> </table>	Establishment	License Type	Closet Exchange – Designer & Boutique	Sale of Second Hand Articles	Closet Exchange – Consignment Drop Off	Sale of Second Hand Articles	Crosby Jewelers, Inc.	Sale of Second Hand Articles	Segaloff's Jewelers	Sale of Second Hand Articles	2 nd Hand Rose of Needham	Sale of Second Hand Articles	Needham Bowl Away	Bowling Alley	Lt. Manson H. Carter Post 2498 VFW	Pool Table	Building Association, Inc.	
Establishment	License Type																		
Closet Exchange – Designer & Boutique	Sale of Second Hand Articles																		
Closet Exchange – Consignment Drop Off	Sale of Second Hand Articles																		
Crosby Jewelers, Inc.	Sale of Second Hand Articles																		
Segaloff's Jewelers	Sale of Second Hand Articles																		
2 nd Hand Rose of Needham	Sale of Second Hand Articles																		
Needham Bowl Away	Bowling Alley																		
Lt. Manson H. Carter Post 2498 VFW	Pool Table																		
Building Association, Inc.																			
2.	Accept the following donation made to the Needham Health Division's Gift of Warmth program: \$495 from the First Parish in Needham.																		
3.*	Approve minutes of April 6, 2021 (Open and Executive Session)																		

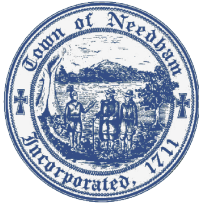


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 4/27/2021

Agenda Item	Public Hearing- (continued from March 23, 2021) New All Alcoholic Retail Package Store License for Gordon's Fine Wines of Needham, Inc. (150 Gould Street)
Presenter(s)	David Gordon, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Mr. Gordon has submitted an application for an All Alcoholic Retail Package Store License for Gordon's Fine Wines of Needham, Inc., d/b/a Gordon's Fine Wine, proposed to be located at 150 Gould Street, in space currently leased but not used by Bakers' Best, Inc. The facility will consist of 10,800 square feet all on one floor, with approximately 500 square feet that will be used for retail space and the remaining space to be used for storage. There is one entrance located at the front and two exits located on the property. The business model will be mostly delivery to customers. Mr. Gordon expects very little walk in traffic.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: That the Select Board (approve / deny) the application for a new All Alcohol Retail Package Store License under the Town of Needham Rules and Regulations Applicable to Package Stores for Gordon's Fine Wines of Needham, Inc, d/b/a Gordon's Fine Wine David Gordon, Manager. If approved, vote to forward the approved Alcohol License application to the ABCC for its review and final approval.
3.	BACK UP INFORMATION ATTACHED
	1. Agenda Fact Sheet from March 23, 2021 Select Board Meeting 2. Retail Application for License 3. Business Entity Summary/Articles of Incorporation 4. Corporate Vote 5. Tip Certifications 6. Floorplan 7. Business Certificate 8. Sub Lease Agreement 9. Proposed Concept 10. Legal Notice Information All other pertinent documents relative to the application that need to be forwarded to the ABCC are on file in the Town Manager's Office.



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

MEETING DATE: 03/23/2021

Agenda Item	Public Hearing New Retail All Alcohol License – Gordons Fine Wines
Presenter(s)	David Gordon, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Gordons Fine Wines has submitted an application for a new retail all alcohol license to be located at 150 Gould Street. This hearing has been publicly noticed and abutter notifications have been sent. The Board will open and continue this hearing to its April 27, 2021 meeting in order to allow the new member(s) to the Board to hear and partake in the vote on the application. Mr. Gordon has agreed to the continuation date.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>None.</i>	
3.	BACK UP INFORMATION ATTACHED
none	



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

APPLICATION FOR A NEW LICENSE

Municipality

Needham, MA

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

\$15 Package Store

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.

This location of Gordon's Fine Wine will act as a logistics center and consultative sales facility. They will offer delivery services from the location, to serve their vast next day delivery clientele, as well as a small consultative sales area that will cater to event planning needs, as well as, fine wine consultations. Please see Exhibit A for additional concept information.

Is this license application pursuant to special legislation?



Yes



No

Chapter

207

Acts of

2012

2. BUSINESS ENTITY INFORMATION

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

Entity Name

Gordons Fine Wines of Needham, Inc.

FEIN

83-2026263

DBA

Gordon's Fine Wine

Manager of Record

David Gordon

Street Address

150 Gould Street, Needham, MA 02494

Phone

TBD

Email

dgordon@gordonswine.com

Alternative Phone

TBD

Website

TBD

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.

On one floor consisting of a warehouse and consultative/retail space (+/-10,800 S.F.).

Total Square Footage: +/- 10,800

Number of Entrances: 1

Seating Capacity: N/A

Number of Floors

1

Number of Exits:

2

Occupancy Number: TBD

4. APPLICATION CONTACT

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

Name:

Stephen V. Miller, Esq.

Phone:

617-946-4600

Title:

Attorney

Email:

smiller@mqmlp.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	Sep 21, 2018
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
Richard Gordon	72 Redwood Rd, Newton Ma 02459	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President, Secretary, Treasurer, Director	100%	☒ Yes ☐ No	☒ Yes ☐ No
MA Resident	☒ Yes ☐ No		
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident	☐ Yes ☐ No		

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Richard Gordon	\$15 Package Store	Gordon's Fine Wines and Liquors of, Inc.	Boston, MA
Richard Gordon	\$15 Package Store	Gordon's Waltham Pack, Inc.	Waltham, MA
Richard Gordon	\$15 Package Store	Gordon's Liquor, Inc.	Waltham, MA

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
Richard Gordon	Distributor	N.P. Beverage Corp.	Lawrence, MA
Richard Gordon	Distributor	Constadine Boston Distributing Co., Inc.	Westwood, MA

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 Bakers' Best, Inc.

Landlord Phone N/A

Landlord Email N/A

Landlord Address 150 Gould Street, Needham, MA 02494

Lease Beginning Date

*See Lease Paragraph 1 for Commencement Date

Rent per Month

38,824.25

Lease Ending Date

Month to Month

Rent per Year

465,891

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	\$50,000
C. Other (Please specify)	0
D. Total Cost	\$50,000

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
Gordon's Fine Wines	\$50,000.00
Total	\$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.
N/A	N/A	N/A	☐ 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.

Financial contributions will be provided through existing funds of the corporation.

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?

ADDITIONAL INFORMATION

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

SECTION 6A: INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE (continued)

Name	License Type	License Name	Municipality
Richard Gordon	\$15 Package Store	Watertown Family Liquor Store, Inc.	Watertown, MA
Richard Gordon	\$15 Package Store	Gordon's Liquors of Newton, Inc.	Newton, MA

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name David Gordon

Date of Birth

SSN

Residential Address

142 Bridle Trail Road, Needham, MA 02451

Email

dgordon@gordonswine.com

Phone

617-680-2003

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

40+

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
March 2000	Present	Vice President	Gordon's Fine Wines & Liquors, Inc.	Richard Gordon

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

March 1st, 2021



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001347163

[Request certificate](#)

[New search](#)

Summary for: GORDONS FINE WINES OF NEEDHAM, INC.

The exact name of the Domestic Profit Corporation: GORDONS FINE WINES OF NEEDHAM, INC.

Entity type: Domestic Profit Corporation

Identification Number: 001347163

Date of Organization in Massachusetts:
09-24-2018

Last date certain:

Current Fiscal Month/Day: 09/30

The location of the Principal Office:

Address: 72 REDWOOD ROAD

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

The name and address of the Registered Agent:

Name: RICHARD GORDON

Address: 72 REDWOOD ROAD

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

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	RICHARD GORDON	72 REDWOOD ROAD NEWTON, MA 02459 USA
TREASURER	RICHARD GORDON	72 REDWOOD ROAD NEWTON, MA 02459 USA
SECRETARY	RICHARD GORDON	72 REDWOOD ROAD NEWTON, MA 02459 USA
DIRECTOR	RICHARD GORDON	72 REDWOOD ROAD NEWTON, MA 02459 USA

Business entity stock is publicly traded:

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

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	275,000	\$ 0.00	100
Consent Confidential Data Merger Allowed Manufacturing				
View filings for this business entity:				
ALL FILINGS Administrative Dissolution Annual Report Application For Revival Articles of Amendment Articles of Certificate of Amendment				
View filings				
Comments or notes associated with this business entity:				

New search

CORPORATE VOTE

The Board of Directors or LLC Managers of Gordons Fine Wines of Needham, Inc.
Entity Name
duly voted to apply to the Licensing Authority of Needham, MA and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Feb 25, 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 <u> </u> | ☐ Change of DBA | |

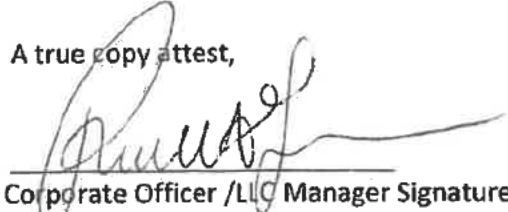
"VOTED: To authorize Richard Gordon
Name of Person

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 David Gordon
Name of Liquor License Manager

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

A true copy attest,


Corporate Officer / LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

Adam F. Chafetz
Adam F. Chafetz
UCI President

ID#: 4909533 Name: David M Gordon
Exam Date: 9/25/2018 Expiration Date: 9/25/2021



eTIPS Off Premise 3.0

CERTIFIED

Issued: 9/25/2018

Expires: 9/25/2021

ID#: 4909533

David M Gordon
Gordons Fine Wines and Liquors
894 Main St
Waltham, MA 02451-7401

For service visit us online at www.gettips.com

SUBLEASE

This Sublease (this "Sublease") is made effective as of the 1st day of March, 2021 (the "Effective Date"), by and between Bakers' Best, Inc., a Massachusetts corporation ("Sublessor") and Gordons Fine Wines of Needham, Inc., a Massachusetts corporation ("Sublessee").

RECITALS:

WHEREAS, Sublessor leases from Renco Investment Associates Limited Partnership, a Massachusetts limited partnership ("Prime Lessor") certain premises ("Premises") consisting of 20,000 rentable square feet of space in the building commonly known as 150 Gould Street, Needham, Massachusetts (the "Property") pursuant to a certain Lease Agreement dated as of June __, 2018 (the "Prime Lease"), a copy of which has been furnished to Sublessee; and

WHEREAS, Sublessor desires to sublet to Sublessee, and Sublessee desires to accept from Sublessor, a portion of the Premises consisting of approximately 10,814 rentable square feet (hereinafter, the "Subleased Premises") and being shown as Areas A-E on the plan attached as Exhibit A to this Sublease on the terms and conditions set forth in this Sublease.

Capitalized terms used but not defined in this Sublease shall have the meaning ascribed to such terms in the Lease.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. Term. Sublessor hereby sublets to Sublessee the Subleased Premises for a term commencing on the date that Sublessee notifies Sublessor in writing that the Condition Precedent set forth in Section 3 below has been satisfied (the "Commencement Date") and continuing on a month-to-month basis until either party gives the other party written notice of termination at least one rental period in advance, which termination shall become effective on the last day of the next rental period.

2. Use. Sublessee shall use and occupy the Subleased Premises only for the retail sale and storage of alcoholic beverages under the name "Gordon's Fine Wines & Liquors" ("Permitted Use") and otherwise in accordance with the Lease.

3. Condition Precedent. Sublessor and Sublessee acknowledge and agree that Sublessee's obligations hereunder are conditioned upon Sublessee obtaining a liquor license (the "Condition Precedent") for the sale of liquor, beer, wine and alcoholic beverages at the Subleased Premises (the "Liquor License"). In the event that Sublessee does not obtain its Liquor License by April 1, 2021 (the "Outside Liquor License Contingency Date"), then either Sublessor or Sublessee shall have the right to terminate this Sublease by giving written notice of such termination to the other whereupon this Sublease shall terminate without further recourse to the parties. Such right of termination shall be the sole and exclusive remedy, either at law or in equity, available to Sublessor and Sublessee in the event this Sublease is terminated on account of Sublessee having not obtained the Liquor License on or prior to the Outside Liquor License Contingency Date.

3. Sublease Rent. Sublessee shall pay to Sublessor as sublease rent fifty-four and seven one hundredths (54.07%) percent of the Base Rent and Additional Rent payable by Sublessor to Prime Lessor under the Prime Lease, each monthly installment to be paid in advance on the first day of each month commencing on the Commencement Date. The amount of Base Rent and Additional Rent initially to be paid by Sublessee to Sublessor hereunder is \$38,824.25. Sublessor and Sublessee intend for this Sublease to be a "triple net sublease" in which Sublessee is responsible for the payment of (i) all Base Rent, Additional Rent and other charges payable by Sublessor to Prime Lessor under the Prime Lease, and (ii) the cost of the utilities Sublessee utilizes within the Subleased Premises. The Sublease Rent shall be paid to Sublessor without demand, deduction, offset or abatement.

4. Subordination to Prime Lease.

a. With respect to the Subleased Premises, all terms, covenants and conditions of the Prime Lease are made a part hereof. This Sublease is subject and subordinate in all respects the Prime Lease. In the event of any conflict or inconsistency between the terms and provisions of the Prime Lease and the terms and provisions of this Sublease, the terms and provisions of the Prime Lease shall govern and control. If, for any reason, the term of the Prime Lease terminates or expires for any reason whatsoever as to all or any portion of the Subleased Premises described in the Prime Lease prior to the stated expiration date provided in this Sublease, then this Sublease shall automatically terminate on the date of such termination or expiration of the Prime Lease, as fully and completely as if such date were the stated expiration date set forth in this Sublease.

b. Prime Lessor has agreed to perform certain obligations under the Prime Lease and upon reasonable notice from Sublessee of the failure of Prime Lessor to perform any such obligation or provide any such service, Sublessor will promptly and diligently undertake to enforce its rights under the Prime Lease; provided, however, that the method and manner of seeking enforcement thereof shall be solely within the judgement and determination of Sublessor. Notwithstanding anything herein to the contrary, Sublessor shall not be liable to Sublessee for money damages on account of the failure of Prime Lessor to perform any such failure constitute a constructive eviction of Sublessee.

c. This Sublease is subject to Prime Lessor's consent. Promptly following the execution and delivery of this Sublease, Sublessor shall request such consent. If Prime Lessor's consent is not received within thirty (30) days of the full execution and delivery hereof, either party by notice to the other given prior the receipt of Prime Lessor's consent, may cancel this Sublease, in which case Sublessor shall promptly return to Sublessee all sums paid by Sublessee hereunder.

5. Condition of Subleased Premises. Sublessee hereby accepts the Subleased Premises "as is" and in their present condition.

6. Indemnification. Sublessee shall not do or permit anything to be done which would cause the Prime Lease to be terminated by Prime Lessor or forfeited. Sublessee hereby indemnifies and holds Sublessor harmless from and against all direct damages of any kind which Sublessor may suffer by reason of any breach or default hereunder by Sublessee, including termination or forfeiture

of the Prime Lease, and from and against all other liabilities, claims and damages arising during the term in the Subleased Premises or out of or in connection with the use and occupancy of the Subleased Premises by Sublessee, except to the extent Sublessor is indemnified by its insurance carriers or by Prime Lessor for such liabilities, claims or damages.

7. Default. In the event that Sublessee shall be in default of any covenant or obligation under this Sublease that is not cured within seven (7) days after written notice from Sublessor (or such sooner period or if any other default set forth in the Prime Lease occurs with respect to Sublessee and is not cured within the applicable notice and cure periods set forth in the Prime Lease, whichever is sooner, then Sublessor shall have available to it all of the remedies available to Prime Lessor under the Prime Lease in the event of a like default or failure on the part of the Sublessor thereunder.

8. Assignment/Subletting. Sublessee shall not sublet the Subleased Premises, in whole or in part, not assign the Sublease nor permit any interest of Sublessee in this Sublease to become vested in any third party, without the prior written consent of Sublessor and Prime Lessor in each instance, which consent may be granted or withheld in either party's sole and absolute discretion.

9. No Brokers. Sublessee represents that it has not dealt with a real estate broker with respect to the Subleased Premises and agrees to indemnify Sublessor from any claim for a brokerage commission in connection with this Sublease.

10. Entire Agreement. All prior undertakings and agreements between the parties are merged within this Sublease, which alone fully and completely sets forth the understandings of the parties with respect to the Subleased Premises, and this Sublease may not be changed or terminated orally or in any manner other than by written agreements signed by the parties.

11. Notice. All notices given or required to be given pursuant to the provisions hereof shall be in writing and shall be hand-delivered or sent by reputable overnight delivery service or certified mail, postage prepaid, return receipt requested, to the following addresses, or to such other address as the party to be notified shall specify in writing by such notice:

Sublessor: Bakers' Best, Inc.
150 Gould Street
Needham, MA 02494
Attn: Michael Baker, President

Sublessee: Gordons Fine Wines of Needham, Inc.
894 Main Street
Waltham, MA 02451
Attn: David Gordon, Managing Director

Prime Lessor: Renco Investment Associates Limited Partnership
c/o Renco Management Inc.
P.O. Box 540667
Waltham, MA 02454

Attn: _____

Notices shall be deemed given and effective upon the date of delivery (or refusal to accept delivery) if delivered by hand or overnight delivery service, and upon the date set forth on the return receipt therefor if delivered by certified mail.

12. Insurance. During the term of this Sublease, Sublessee shall maintain insurance of such types, in such policies, with such endorsements and coverages, and in such amounts as are set forth in the Lease and otherwise as may be reasonably requested by Sublessor. All insurance policies shall name Prime Lessor and Sublessor as additional insureds and loss payees and shall contain an endorsement that such policies may not be modified or canceled without prior written notice to Prime Lessor and Sublessor given within such period of time as Sublessee's insurance carrier contractually commits, and if Sublessee's insurance carrier is unable or unwilling to provide such notice, then Sublessee shall provide no less than twenty (20) days' prior written notice to each of Prime Lessor and Sublessor of any such modification or cancellation in any insurance coverage required hereunder. Sublessee shall promptly pay all insurance premiums and shall provide Sublessor with policies or certificates evidencing such insurance on or before the Commencement Date.

13. Signage. The installation of any signage on the doors to the Subleased Premises and the listing of Sublessee's name on any Building directory shall be subject to the prior written consent of the Sublessor and shall be subject in all events to the terms of the Prime Lease. All costs of adding or replacing permitted signage identifying Sublessee on the Building directory and Subleased Premises entrance shall be the responsibility of and paid for by Sublessee.

14. No Waiver. The failure of Prime Lessor or Sublessor to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option, right, power or remedy contained in this Sublease or in the Prime Lease shall not be construed as a waiver or a relinquishment thereof for the future. No act or thing done by Prime Lessor or Sublessor or its agents during the term hereof shall be deemed an acceptance or surrender of the Subleased Premises, and no agreement to accept a surrender of the Subleased Premises shall be valid unless in writing and signed by Sublessor. No payment by Sublessee or receipt by Sublessor of a lesser amount than the monthly installment of base rent due under this Sublease shall be deemed to be other than on account of the earliest rent due hereunder, or portion thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Sublessor may accept such check or payment without prejudice to Sublessor's right to recover the balance of such rent or pursue any other remedy in this Sublease or available to Sublessor at law or in equity.

15. Surrender of Subleased Premises. Upon the expiration or other termination of the term of this Sublease, Sublessee shall quit and surrender to Sublessor the Subleased Premises, broom clean, in good order and condition, ordinary wear and tear excepted, and Sublessee shall remove all of its personal property and trade fixtures as provided in the Prime Lease. Sublessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Sublease.

16. Estoppel Certificates. Sublessor and Sublessee shall, from time to time, within ten (10) business days following request by the other, execute and deliver to such persons as the requesting party may request, a statement in recordable form certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which base rent and other charges payable under this Sublease have been paid, stating that, to the certifying party's knowledge, the requesting party is not in default hereunder (or if a default is alleged to exist, stating the nature of such alleged default) and further stating such other matters as the requesting party shall reasonably request (to the extent accurate).

17. Counterparts and Electronic Signatures. This Sublease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Sublease and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

18. Governing Law. It is the intention of the parties hereto that this Sublease (and the terms and provisions hereof) shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

[Remainder of page intentionally left blank. Signatures follow.]

This Sublease is executed as an instrument under seal as of the day and year first above written.

SUBLESSOR:

BAKERS' BEST, INC.

DocuSigned by:
By: Michael Baker
52C001C0863143D
Michael Baker, its President,
duly Authorized

SUBLESSEE:

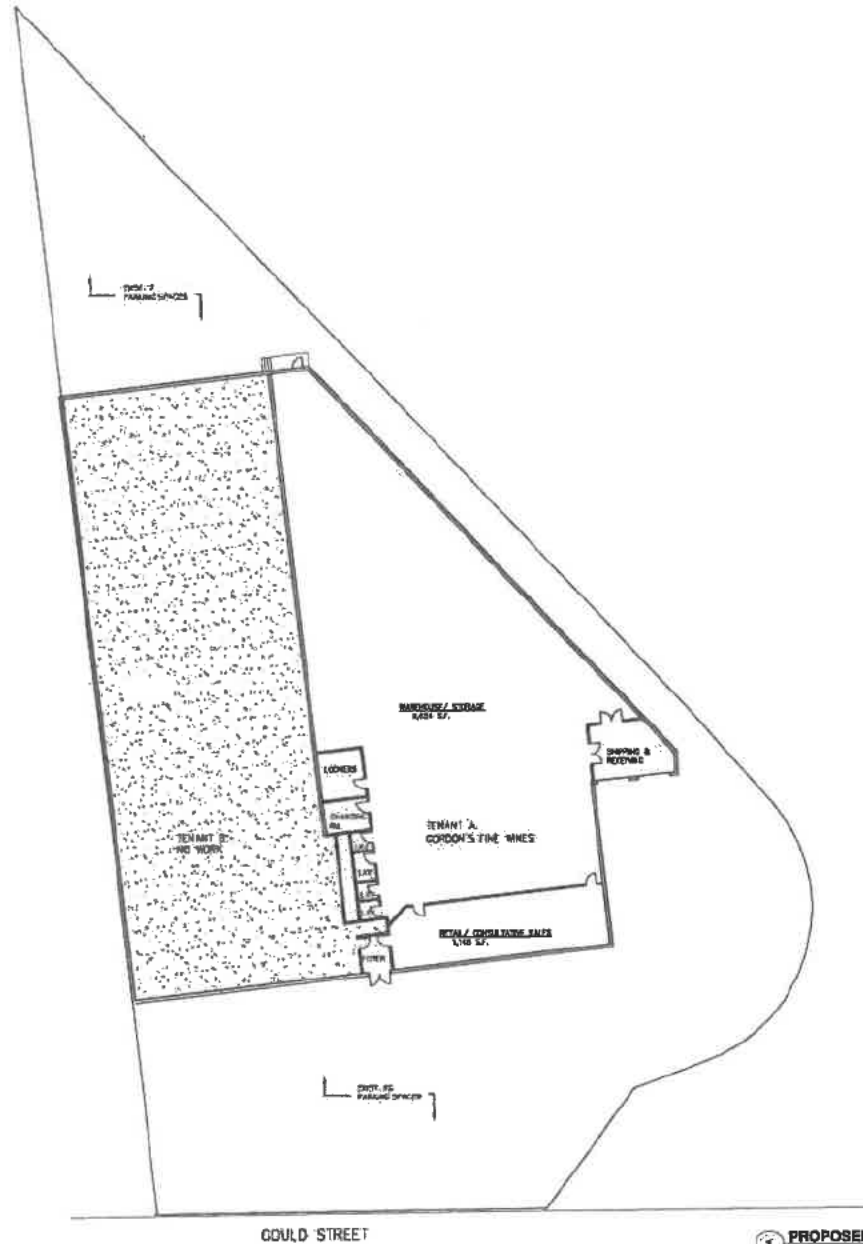
**GORDONS FINE WINES OF
NEEDHAM, INC.**

By: David Gordon
David Gordon, its Managing Director,
duly authorized

EXHIBIT A

Sublease Plan

[To Be Attached]



C
CONCISE DESIGN
GROUP
 7 KENT STREET #4
 BROOKLINE, MA 02445
 TEL: 617-285-0872

DWG. TITLE:
SPACE PLAN
 PROJECT : **150 GOULD STREET**
NEEDHAM, MA



REVISIONS:

JOB #:
2015

SCALE:

DRAWN:

DATE ISSUED:
02.26.21

A1.0

1 PROPOSED 1ST FLR TENANT IMPROVEMENTS
 Scale: 1/8" = 1'-0"

Exhibit A:
Proposed Concept

ESTD **GORDON'S** 1934

Needham Logistics Center and Consultative Sales

In Conjunction with

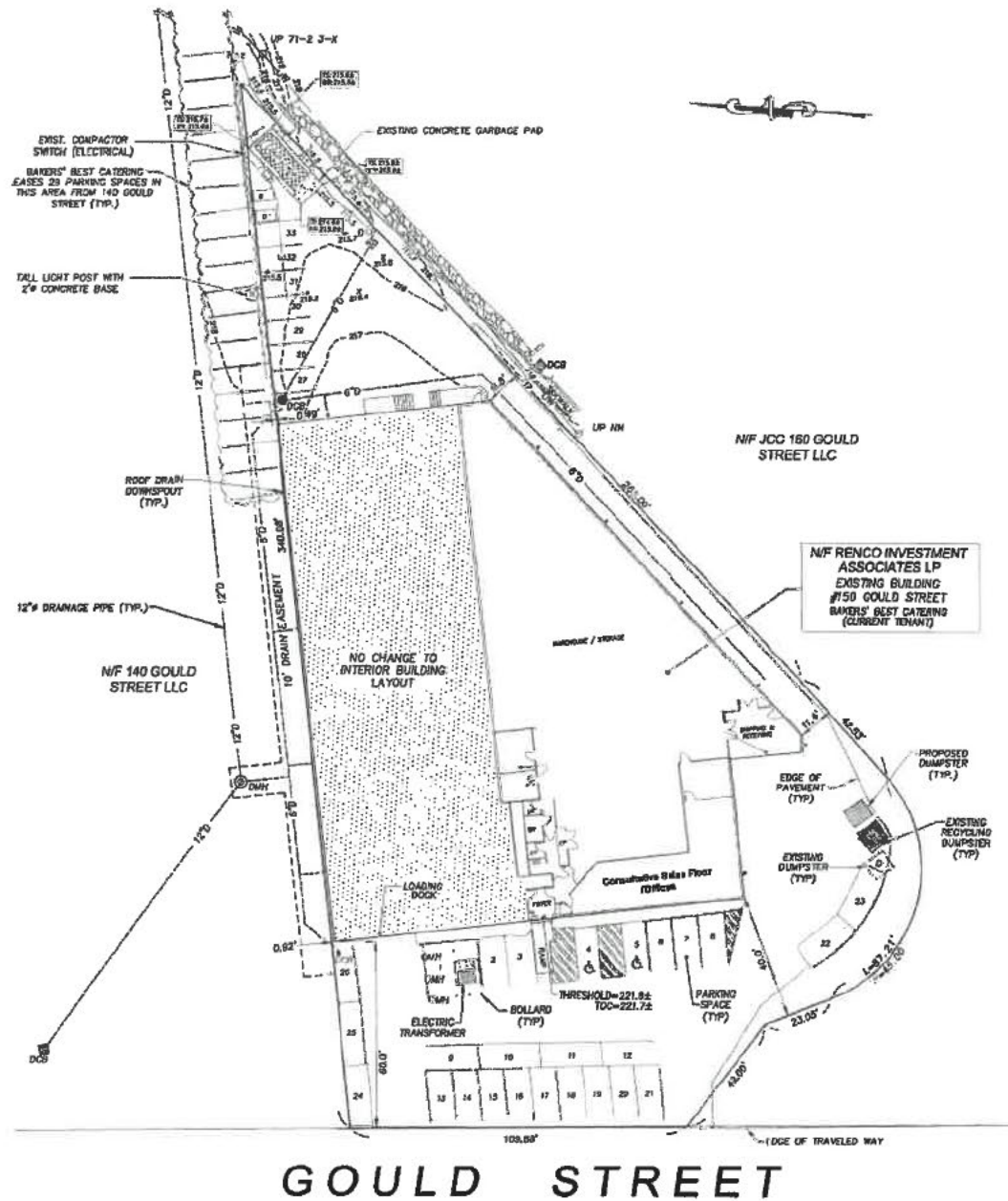
bakers'best
C A T E R I N G

About

- Incorporated in 1934, now it its 4th generation
- As a family we have been successful because of our ability to diversify and adapt to the communities we serve
- We have been very e-commerce focused over the last five years and especially now during Covid
- Efficiencies are needed to continue to serve our customer base
- Because of our relationship with Bakers, a 36 year old business, we have the opportunity to keep two family owned business thriving within the Needham community



Facility





Operations

- All delivery vans are out by 9AM (if not sooner) currently operating 5 vans, which are easily loaded as most delivery sizes are small.
- Our current next day delivery zone is large spanning from north shore to Plymouth and west to 495
- A small consultative sales area consisting of ~500 sq ft will cater to event planning needs as well as fine wine consultation. By law we must have a sales area, we will have very little “walk in traffic.”



Bakers Best Opportunity

- Because of Covid, current business is off substantially
- Makes it hard to come back at full strength with current occupancy costs
- By having Gordons occupy space next door it gives best chance of success in the future
- Gordons and Bakers have been working on and strategizing about further cost reduction activities like shared delivery drivers and other logistic support

Commitment to Community

- We are humbled to have you consider this opportunity.
- Like many other great business in town, especially family owned ones we take great pride in our community.
- In the spirit of some of these great Needham family businesses
 - Ira B. Gordon Scholarship fund will be expanded to Needham
 - Bakers will establish an apprenticeship giving two high school students the ability to learn culinary arts as well as the catering business.





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

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD
2021 MAR 17 A 9:57

Office of the
SELECT BOARD

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

LEGAL NOTICE

PUBLIC HEARING

Gordons Fine Wines of Needham, Inc. – 150 Gould Street

New All Alcohol Retail Package Store License

A public hearing will be held via Zoom on Tuesday, March 23, 2021 at 6:30 p.m. under the provisions of Chapter 138, Section 15 of the M.G.L. on the application of Gordons Fine Wines of Needham, Inc. for a new all alcoholic Retail Package Store License, located at 150 Gould Street, Needham. The premise has 10,800 square feet all on one floor to be used as warehouse and consultative/retail space. There is one entrance and two exits.

The Select Board invites all residents and interested parties to provide input at this meeting by raising your hand when appropriate during the hearing. Zoom information: <https://us02web.zoom.us/j/89093905788>. Public comments may also be directed to the Select Board c/o Needham Town Hall, 1471 Highland Avenue, Needham, MA or by email at: selectboard@needhamma.gov.

Select Board
Licensing Board
for the Town of Needham

Needham Times, March 11, 2021

March 8th, 2021

Dear Abutter,

I'd like to use this opportunity to introduce myself. My name is David Gordon and I am the Managing Director of Gordons Fine Wine and Liquors. We are a family run, four generation business which was incorporated in 1934. Our rich history, relationships and ability to change with the times have led us to this opportunity.

My first job was making sandwiches for Michael Baker and our families have been friends in business and life for many years. The current Covid crisis has a great impact the catering business and in the spirit of helping reduce occupancy costs and future collaboration we have decided to apply for a liquor license into 150 Gould St which has vacant warehouse space that Bakers Best does not occupy.

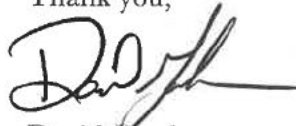
I want to be very clear how we are going to operate as many can perceive us operating a "liquor store." We are, under no circumstances, operating a retail store, there will be no product for sale on a sales floor. This facility will act as a logistical and consultative center for our business in the following ways. 1) Our e-commerce and delivery business will operate here processing orders and 2) A small, 500 sq ft, consultative sales area focusing on appointments of a couple people doing small tastings and wine cellar assessments.

We operate 5 small vans that deliver orders, typically small in size, to most places in eastern Massachusetts. Our vans leave around 10AM and are back between 4PM and 6PM. We will have a full-time staff at the facility of 7 to 10 people. Our relatively small footprint combined with a scaled down Bakers Best business will have a far less traffic than in the past.

Additionally, I am a Needham resident with a young family. I want nothing more than to operate and build a great business in this great town we all love. If you have any questions or would like to talk about our plans, please feel free to call or email anytime.

Dgordon@gordonswine.com and 617-680-2003.

Thank you,



David Gordon



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

MEETING DATE: 4/27/2021

Agenda Item	Public Hearing- New Wine and Malt Retail Package Store License for Needham General Store (399 Great Plain Avenue)
Presenter(s)	Megan Pesce, Owner Michael Kazlauskas, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Ms. Pesce has submitted an application for an All Alcoholic Retail Package Store License for the Needham General Store, currently located and operating at 399 Great Plain Avenue. The store consists of 2,736 SF all on one floor, of which 1,006 SF are used as the General Store. There is one entrance and one exit. Ms. Pesce is requesting to use approximately 10 SF of space for a wine rack and new refrigerator for beer and chilled wines to enhance the beverage selection for their customers. Michael Kazlauskas is proposed to be the manager of this wine and malt license.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: That the Select Board (approve / deny) the application for a Wine and Malt Retail Package Store License under the Town of Needham Rules and Regulations Applicable to Package Stores for the Needham General Store, Michael Kazlauskas, Manager. If approved, vote to forward the approved Alcohol License application to the ABCC for its review and final approval.
3.	BACK UP INFORMATION ATTACHED
	1. Retail Application for License 2. Corporate Vote 3. TIPS Certification 4. Operating Agreement 5. Business Entity Summary/Articles of Incorporation 6. Lease Information 7. Legal Notice Information/Abutter Mailing Information All other pertinent documents relative to the application that need to be forwarded to the ABCC are on file in the Town Manager's Office.



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

APPLICATION FOR A NEW LICENSE

Municipality

NEEDHAM

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

\$15 Package Store

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.

We are hoping to offer a small selection of beer, wine and seltzer in our General Store. Over the past year we have substantially changed the layout and clientele our store attracts. We have brought in a full array of grocery items, gifts, games, toys and other items. We believe adding beer and wine would help fulfill our goal of making this a one stop shop for this part of Needham.

Is this license application pursuant to special legislation?



Yes



No

Chapter

207

Acts of

2012

2. BUSINESS ENTITY INFORMATION

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

Entity Name

The Needham General Store

FEIN

84-3894363

DBA

Manager of Record

Megan Pesce

Street Address

399 Great Plain Avenue Needham MA 02492

Phone

781-433-9989

Email

megan@acmdonuts.com

Alternative Phone

781-820-0151

Website

coming soon

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.

Front of house of the Needham General Store alone has an a sq footage of 1,006 while the Dunkin's side has 1,569 sq ft. the remaining square footage is in the backroom. We are looking to add a wine rack and add a new refrigerator for beer and chilled wines to the right of the register that would take up approximately 10 ft of space.

Total Square Footage: 2,736

Number of Entrances: 1

Seating Capacity:

0

Number of Floors

1

Number of Exits:

1

Occupancy Number:

4. APPLICATION CONTACT

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

Name:

Megan Pesce

Phone:

781-820-0151

Title:

Owner

Email:

megan@acmdonuts.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	12/1/2019
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
Megan A. Pesce	299 Simon Willard Rd Concord MA 01742	REDACTED	REDACTED
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Sole Member & Manager	100%	☒ Yes ☐ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Mark A. Pesce	299 Simon Willard Rd Concord MA 01742	REDACTED	REDACTED
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	0%	☒ Yes ☐ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ 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

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	N/A
C. Other * (Please specify below)	\$5,000
D. Total Cost	\$5,000

*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
Boston Private Bank	\$5,000
Total	\$5,000

SOURCE OF FINANCING

Please provide signed financing documentation.

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

\$5,000 to purchase new beer & wine refrigerator and construction of wine shelf.

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	Michael Kazlauskas	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	175 Maple Street Apt #319 Marlborough MA 01752				
Email	Nedhamgeneral@nddonut.com	Phone	(508) 579-6246		
Please indicate how many hours per week you intend to be on the licensed premises		50			

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.

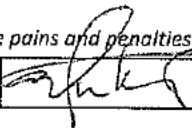
Start Date	End Date	Position	Employer	Supervisor Name
02/2020	current	Manager	The Needham General Store	Megan Pesce
10/2018	12/2019	Team Nick / Performer	Red Tail Entertainment	Jan Zarr
03/2015	10/2018	Trainer Lead / Performer	Walt Disney Company	Joseph Covey
06/2012	10/2018	Event Manager	Oasis Productions, Inc	Omar Driza

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 4/1/21

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
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?

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

☐ Yes ☐ No

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

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

Mailing Address:

The Needham General Store
182 Great Rd
Acton, MA 01720

Store Location:

The Needham General Store
399 Great Plain Ave
Needham, MA 02492

Also, please note that the business, including the Dunkin', was purchased in Jan 2020 in Mark Pesce's name but The Needham General Store asset ownership was transferred to Megan Pesce thereafter.

CORPORATE VOTE

The Board of Directors or LLC Managers of

The Needham General Store

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

03/31/2021

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

Megan A. Pesce

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

Michael Kazlauskas

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

Megan A. Pesce
(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Megan A. Pesce
(Print Name)

Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise 3.1
For coursework completed on March 30, 2021
provided by Health Communications, Inc.
is hereby granted to:

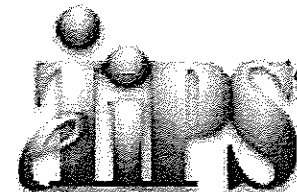
Megan Pesce

Certification to be sent to:

The Needham General Store
399 Great Plain Ave
Needham MA, 02492-3735 USA



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

**OPERATING AGREEMENT
OF
NEEDHAM GENERAL STORE, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of NEEDHAM GENERAL STORE, LLC, a Massachusetts limited liability company (the "Company"), is entered into as of the 5th day of December 2019, by Megan Pesce, as the sole member of Company (the "Member").

WHEREAS, the Company was formed as a limited liability company on December 5, 2019, by the filing of a Certificate of Organization with the Secretary of the Commonwealth of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the "Act"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the limited liability company is Needham General Store, LLC.

1. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

2. Registered Office. The address of the registered office of the Company in the Commonwealth of Massachusetts is 182 Great Road, Acton, MA 01720, or at such other place as the Company may from time to time determine.

3. Resident Agent. The name and address of the registered agent of the Company for service of process on the Company in the Commonwealth of Massachusetts is Capitol Corporate Services, Inc., 44 School Street, Ste. 325, Boston, MA 02108, or such other registered agent and/or address as the Company may from time to time determine.

4. Powers of the Company.

(a) The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2, including, but not limited to, the power:

(i) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any state, territory, district or possession of the United States or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(ii) to acquire, by purchase, lease, contribution of property or otherwise, and to own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage,

transfer, demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(iii) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with the Member or any person or other entity that directly or indirectly controls, is controlled by, or is under common control with the Member (any such person or entity, an "Affiliate"), or any agent of the Company necessary to, in connection with, convenient to, or incidental to, the accomplishment of the purpose of the Company. For purposes of the definition of Affiliate, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or otherwise;

(iv) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including, without limitation, the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including, without limitation, the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and perform the duties created thereby), and other entities or individuals, or direct or indirect obligations of the United States or any foreign country or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(v) to lend money for any proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any person or entity and to obtain any and all types of insurance;

(ix) to cease its activities and cancel its insurance;

(x) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

(xi) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;

(xii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

(xiii) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

(b) The Company may merge with, or consolidate into, another limited liability company or any other entity upon the approval of the Member, in the Member's sole discretion.

5. Member. The name and address of the Member of the Company are as follows:

Name: Megan Pesce

Address: 299 Simon Willard Road
Concord, MA 01742

6. Powers of Member. The Member shall have the power to exercise any and all rights and powers granted to the Member pursuant to the express terms of this Agreement.

7. Management.

(a) Manager. The Company and all of its business and affairs shall be managed by one or more Managers as appointed by the Member. Each of the Managers shall have full and complete authority to: (i) take, on behalf of the Company, all actions that the Company is permitted to take under the powers conferred on the Company pursuant to Section 4 hereof, together with any powers incidental thereto; and (ii) take any other action not prohibited under the Act or other applicable law. Any Manager may be removed at any time, with or without cause, by the Member. The initial Managers shall be Megan Pesce and Mark A. Pesce.

(a) Officers; Delegation of Authority. The Managers may, from time to time, designate one or more officers with such titles as may be designated by the Managers to act in the name of the Company with such authority as may be delegated to such officers by the Managers (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Managers or the Member. Any action taken by an Officer designated by the Managers pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

8. Dissolution: The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member; or (b) the entry of a decree of judicial dissolution under Section 44 of the Act.

9. Capital Contribution. The Member has contributed capital to the Company in the form of cash and/or other assets as the Member's initial capital contribution.

10. Additional Contributions. The Member is not required to make any additional capital contribution to the Company.

11. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Manager.

13. Assignments. The Member may assign in whole or in part its limited liability company interest.

14. Resignation. The Member and the Manager may each resign from the Company by giving written notice thereof to the Company.

15. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional member of the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have more than one member. In the absence of any amendment to this Agreement upon the addition of any new Members, the default provisions of the Act shall apply to the operations and management of the Company.

16. Liability of Member and Manager. To the maximum extent permitted under the Act, neither the Member nor the Manager shall have any liability for the obligations or liabilities of the Company.

17. Indemnification.

17.1 Exculpation.

(a) Neither the Manager nor the Member shall be liable to the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Manager or the Member in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the Manager's or the Member's authority (as applicable).

(b) Each of the Manager and the Member shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person or entity as to matters the Manager or the Member reasonably believes are within the professional or expert competence of such person or entity and who or which has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

17.2 Indemnification. To the maximum extent permitted by applicable law, each of the Manager and the Member shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Manager or the Member by reason of any act or

omission performed or omitted by the Manager or the Member in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred by this Agreement.

17.3 Expenses. To the maximum extent permitted by applicable law, expenses (including legal fees) incurred by the Manager or the Member in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding.

17.4 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Member shall, in its sole discretion, deem reasonable against any liability that may be asserted against or expenses that may be incurred by the Manager or the Member in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify the Manager or the Member against such liability under the provisions of this Agreement.

18. Governing Law. This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Massachusetts without regard to the rules of conflict of laws thereof.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned has duly executed this Operating Agreement as of the day and year first aforesaid.

Megan Pesce
Megan Pesce

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)**

- (1) The exact name of the limited liability company:
NEEDHAM GENERAL STORE, LLC
- (2) The street address of the office in the commonwealth at which its records will be maintained:
**182 GREAT ROAD
ACTON, MA 01720**
- (3) The general character of the business:
**OPERATION OF CONVENIENCE STORE; AND ANY LAWFUL BUSINESS, PURPOSE
OR ACTIVITY OF A LIMITED LIABILITY COMPANY.**
- (4) Latest date of dissolution, if specified: **--NONE--**
- (5) The name and street address, of the resident agent in the commonwealth:
- | NAME | ADDRESS |
|----------------------------------|---|
| Capitol Corporate Services, Inc. | 44 School St., Ste. 325
Boston, MA 02108 |
- (6) The name and business address, if different from office location, of each manager, if any:
- | NAME | ADDRESS |
|---------------|-----------------------------------|
| MARK A. PESCE | 182 GREAT ROAD
ACTON, MA 01720 |

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

NAME

ADDRESS

--NONE--

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

MARK PESCE

- (9) Additional matters:

--NONE--

Signed by (by at least one authorized signatory):



Mark A. Pesce

Consent of resident agent:

I Capitol Corporate Services, Inc.

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

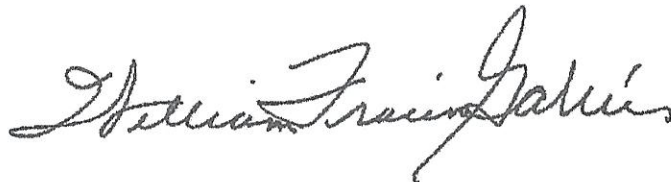
*or attach resident agent's consent hereto.

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

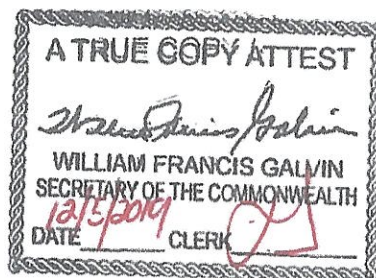
deemed to have been filed with me on:

December 05, 2019 12:34 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



FIRST AMENDMENT OF LEASE

This First Amendment of Lease (this "Amendment") is made as of June 17, 2014, by and between Robert S. Bacchiochi, Trustee, RCB Real Estate Trust u/d/t dated December 21, 1995 ("Landlord") and Chestnut Street Donuts, Inc. ("Tenant"). The term "parties" shall refer to Landlord and Tenant.

WHEREAS, Landlord and Tenant executed a lease dated July 1, 2005 (the "Lease") pursuant to which Tenant leases from Landlord the property known as and numbered 397-399 Great Plain Avenue, Needham, MA 02492 (the "Leased Premises").

WHEREAS, Landlord and Tenant have agreed to amend the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, Landlord and Tenant agree as follows:

1. Paragraph 5(E)(v) of the Lease is amended to the effect that Tenant shall timely provide Landlord with statements of Gross Sales on a monthly basis, accompanied by a copy of monthly state meals tax payments, and an annual statement, prepared by a CPA and signed by an officer, of Gross Sales for the prior year.

2. Paragraph 5 of the Lease is amended to the effect that the term of the lease shall be extended from July 1, 2015 through June 30, 2020. The Base Rent shall be \$5,000.00 per month (with no annual increases) for such period. Subsequently there shall be three successive five (5) year options to extend. Unless Tenant notifies Landlord of non-exercise in writing at least six (6) months in advance of July 1, 2020, the Lease shall be extended from July 1, 2020 through June 30, 2025. The Base Rent shall be \$5,500.00 per month (with no annual increases) for such first option period. Unless Tenant notifies Landlord of non-exercise in writing at least six (6) months in advance of July 1, 2025, the Lease shall be extended from July 1, 2025 through June 30, 2030. The Base Rent shall be the greater of Market Rent (as that term is defined and calculated in the Lease) and \$6,050.00 per month (with no annual increases) for such second option period. Unless Tenant notifies Landlord of non-exercise in writing at least six (6) months in advance of July 1, 2030, the Lease shall be extended from July 1, 2030 through June 30, 2035. The Base Rent shall be the greater of Market Rent (as that term is defined and calculated in the Lease) and \$6,655.00 per month (with no annual increases) for such third option period. The Percentage Rent provisions set forth in Paragraph 5(E) shall remain in effect at all times.

3. Paragraph 13 of the Lease is amended to the effect that Tenant shall contribute up to \$500.00 per year toward expenses actually incurred by Landlord in connection with roof repair, replacement and/or maintenance, and/or damages sustained by Tenant on account of roof infirmities (e.g., damaged interior ceiling tiles). Landlord shall provide Tenant with reasonable documentation (e.g., paid receipts, estimates, work orders) as a condition of such contribution from Tenant. Landlord shall promptly commission contractors to perform any roof repair, replacement and/or maintenance, and in no event later than ten (10) days written notice by Tenant of any acute problems. In the event that Landlord fails to so promptly commission contractors, Tenant shall have the option, but not the obligation, to exercise self-help, with Landlord reimbursing Tenant for any and all payments made by Tenant, less the aforementioned

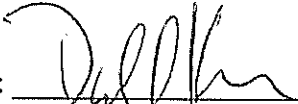
\$500.00. Notwithstanding the foregoing, Landlord shall remain responsible for the maintenance of the roof, foundation, the exterior walls and structural components of the Leased Premise as set forth in Paragraph 13 of the Lease.

4. Except as specifically amended hereby, the Lease shall continue in full force and effect as heretofore.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

TENANT:

CHESTNUT STREET DONUTS, INC.

By:  6/17/14
David S. Harrington, President Date

LANDLORD:

ROBERT S. BACCHIOCHI, TRUSTEE, RCB REAL ESTATE TRUST

By:  6/17/14
Robert S. Bacchiochi, Trustee Date

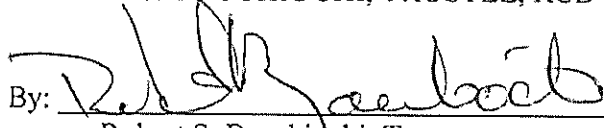
LANDLORD CONSENT

Pursuant to a certain lease dated July 1, 2005, by and between Robert S. Bacchiochi, Trustee, RCB Real Estate Trust u/d/t dated December 21, 1995 ("Landlord") and Chestnut Street Donuts, Inc. ("Tenant"), concerning the property known as and numbered 397-399 Great Plain Avenue, Needham, MA 02492 ("Leased Premises"), Landlord acknowledges, agrees and consents as follows:

1. Under Section 16 of the Lease, Landlord granted Tenant consent to sublet a portion of the Leases Premises to Fernandes Convenience Mart, LLC ("LLC") "as long as Fernando Fernandes ("Fernandes"), or his heirs, administrators or executors shall own a controlling interest, not less than fifty-one percent (51%) in the LLC, and operate the business of the LLC."
2. Fernandes, by separate contract, has agreed to convey 100% of his interest in the LLC to the following individuals and in the following interests:
 - David S. Harrington (80%)
 - Alice Fernandes (10%)
 - John Duffy (10%)
3. Fernandes, following such conveyance, shall no longer own a controlling interest in, nor operate the business of, the LLC.
4. Notwithstanding the foregoing, and in consideration of the statements, representations and promises set forth in the Lease Amendment by and between Landlord and Tenant, of even date, incorporated herein by reference, Landlord grants consent to the Tenant to continue to sublease a portion of the Leased Premises to the LLC as if Fernandes continued to own a controlling interest in and operate the LLC.

LANDLORD:

ROBERT S. BACCHIOCHI, TRUSTEE, RCB REAL ESTATE TRUST

By: 
Robert S. Bacchigchi, Trustee

6/17/14
Date

**ASSIGNMENT AND ASSUMPTION OF LEASE, LANDLORD'S CONSENT AND
SECOND AMENDMENT OF LEASE**

This ASSIGNMENT AND ASSUMPTION OF LEASE, LANDLORD'S CONSENT AND SECOND AMENDMENT OF LEASE (the "Assignment, Consent and Amendment"), made as of this 12 day of December, 2019 and made effective as of the Effective Date (as defined herein), by and among CHESTNUT STREET DONUTS, INC., a Massachusetts corporation with a principal place of business at 399 Great Plain Avenue, Needham, Massachusetts (the "Assignor"), ND Donuts, LLC, a Massachusetts limited liability company with a principal place of business at 182 Great Road, Acton, Massachusetts 01742 (the "Assignee"), and ROBERT S. BACCHIOCHI, TRUSTEE OF RCB REAL ESTATE TRUST u/d/t dated December 21, 1995, a Massachusetts realty trust with a principal place of business at P.O. Box 408, East Dennis, Massachusetts (the "Landlord").

RECITALS

WHEREAS, Assignor, as tenant, and Landlord, as landlord, entered in that certain Triple Net Lease dated July 1, 2005 (as amended pursuant to a First Amendment of Lease dated June 17, 2014, the "Lease"), pursuant to which Assignor leases commercial space in retail building area premises known and numbered as 397-399 Great Plain Avenue, Needham, Massachusetts (the "Premises"), from Landlord;

WHEREAS, Assignee intends to purchase the assets used in the operation of Assignor's Dunkin' Donuts franchised restaurant located at the Premises (the "Transaction");

WHEREAS, in order to consummate the closing of the Transaction, Assignor desires to assign, and Assignee desires to assume, all right, title and interest as tenant in, to, and under the Lease, in accordance with the terms and conditions set forth herein;

WHEREAS, Landlord has agreed to consent to the such assignment, in accordance with the terms and conditions set forth herein; and

WHEREAS, the parties have agreed to amend certain provisions of the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the respective meanings ascribed to such term in the Lease.

2. Recitals. The foregoing recitals are hereby incorporated within this Assignment, Consent and Amendment by this reference as if fully set forth herein.

3. Effective Date. The "Effective Date" of this Assignment, Consent and Amendment shall be the date of the closing of the Transaction. If the Transaction does not close, this Assignment, Consent and Amendment shall be null and void without the need for further action by the parties.

4. Assignment and Assumption. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to and under the Lease including any security deposits and prepaid rent made by Assignor under the Lease. Assignee assumes the performance of and agrees to be bound by all the obligations of Assignor as tenant under the Lease arising on and after the Effective Date, including, without limitation, the obligation to pay monthly rent and other amounts provided for in the Lease, but specifically excluding any liabilities relating to any breach of the Lease prior to the Effective Date or in connection with the assignment of the Lease.

5. Amendment of Lease. Paragraphs 4 and 5 of the Lease are hereby amended to the effect that the current Term of the Lease expiring June 30, 2020 shall instead expire on June 30, 2025. The Base Rent shall be \$5,000 per month (with no annual increases) for such period. Subsequently, and notwithstanding any provision of the Lease to the contrary, Tenant shall have two (2) successive five (5) year options to extend the Term of the Lease. Unless Tenant notifies Landlord of non-exercise of Tenant's first option in writing at least six (6) months in advance of July 1, 2025, the Lease shall automatically be extended from July 1, 2025 through June 30, 2030. The Base Rent during such period shall be the greater of Market Rent (as that term is defined and calculated in the Lease) and \$6,050.00 per month (with no annual increases) for such first option period. If the Lease has been extended through June 30, 2030, unless Tenant notifies Landlord of non-exercise of Tenant's second option in writing at least six (6) months in advance of July 1, 2030, the Lease shall automatically be extended from July 1, 2030 through June 30, 2035. The Base Rent during such period shall be the greater of Market Rent (as that term is defined and calculated in the Lease) and \$6,655.00 per month (with no annual increases) for such second option period. The Percentage Rent provisions set forth in Paragraph 5(E) of the Lease shall remain in effect at all times.

6. Indemnity. Assignee shall indemnify, defend and hold harmless Assignor, against and in respect of any and all damages resulting from, relating to, or arising out its obligations as tenant under the Lease from and after the Effective Date. Assignor shall indemnify, defend and hold harmless Assignee, against and in respect of any and all damages resulting from, relating to, or arising out its obligations as tenant under the Lease prior to the Effective Date.

7. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee and its successors and assigns that:

- a. A true, correct and complete list of all documents comprising the Lease is attached hereto as Exhibit A. The Lease has not been further amended or modified, changed, altered, or supplemented, except as set forth herein. The Lease, including all exhibits thereto, is the only Lease or agreement between Assignor and Landlord affecting or relating to the Premises. Assignor has a valid, existing, and continuing leasehold interest in the Premises.
- b. As of the Effective Date, Assignor has not assigned or encumbered its interest in the Lease or sublet all or any portion of the Premises, nor are there any outstanding unpaid liens or security interests in any Assignor personal property, fixtures or equipment located in the Premises.
- c. No default, or any event or condition which with the passing of time or giving notice, or both, would constitute a default on the part of Assignor, exists under the Lease.

8. Representations and Warranties of Landlord. Landlord hereby represents and warrants to Assignee and its successors and assigns that:

- a. A true, correct and complete list of all documents comprising the Lease is attached hereto as Exhibit A. The Lease has not been further amended or modified, changed, altered, or supplemented, except as set forth herein. The Lease, including all exhibits thereto, is the only Lease or agreement between Assignor and Landlord affecting or relating to the Premises. Assignor has a valid, existing, and continuing leasehold interest in the Premises.
- b. No default, or any event or condition which with the passing of time or giving notice, or both, would constitute a default on the part of either Assignor or Landlord exists under the Lease.
- c. No claim against Landlord or Assignor or dispute between Assignor and Landlord exists under the Lease.
- d. No casualty or condemnation has occurred with respect to the Premises or the parking areas or other common areas in which Assignor has rights under the Lease. Landlord has received no notices of any violations of law with respect to the Premises.
- e. The term of the Lease expires on June 30, 2025, with two (2) successive five (5) year options to extend.
- f. The monthly rent and all additional rent and other charges required to be paid under the Lease have been paid for the period up to and including

- e. The monthly rent and all additional rent and other charges required to be paid under the Lease have been paid for the period up to and including December 12, 2019. Tenant has not paid any rent in advance other than as set forth in the preceding sentence. The Landlord is currently holding a security deposit in the amount of \$11,250.00 in connection with this Lease.

9. Landlord's Consent. Landlord hereby consents to the assignment of the Lease to Assignee, and upon the Effective Date Landlord will recognize Assignee as the tenant under the Lease, and shall be directly liable to Assignee for the performance of Landlord's covenants under the Lease. Upon assignment of the Lease, Landlord will look directly to Assignee for all payment and performance obligations of Tenant under the Lease arising after the Effective Date.

10. Successors. This Assignment, Consent and Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns.

11. Governing Laws. This Assignment, Consent and Amendment shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

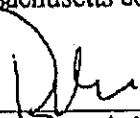
12. Counterparts. This Assignment, Consent and Amendment may be executed in counterparts and, taken together; such counterparts shall constitute one and the same instrument, valid and binding on the parties. Signature via facsimile or similar electronic reproduction shall be deemed an original for the purposes of this Assignment, Consent and Amendment.

13. Notices. From and after the Effective Date, notices to Tenant under the Lease shall be addressed to Assignee 182 Great Rd., Acton MA 01720, with a copy to Robinson & Cole, LLP, 280 Trumbull Street, Hartford, CT 06103, Attention Matthew J. Guanci, Jr. Landlord's notice address is c/o Copley Investments, 10 Newbury Street, Boston, MA 02116.

IN WITNESS WHEREOF, Assignor has signed this Assignment and Assumption of Lease, Landlord's Consent and Second Amendment of Lease as of the day and year first above written.

ASSIGNOR:

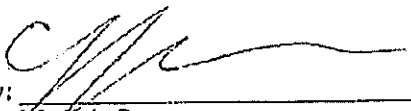
CHESTNUT STREET DONUTS, INC.,
a Massachusetts corporation

By: 
Name: David Harrison
Title: President

IN WITNESS WHEREOF, Assignee has signed this Assignment and Assumption of Lease, Landlord's Consent and Second Amendment of Lease as of the day and year first above written.

ASSIGNEE:

ND Donuts, LLC
a Massachusetts limited liability company

By: 
Mark A. Pesce
Manager

IN WITNESS WHEREOF, Landlord has signed this Assignment and Assumption of Lease, Landlord's Consent and Second Amendment of Lease as of the day and year first above written.

LANDLORD:

ROBERT S. BACCHIOCHI, TRUSTEE, RCB
REAL ESTATE TRUST

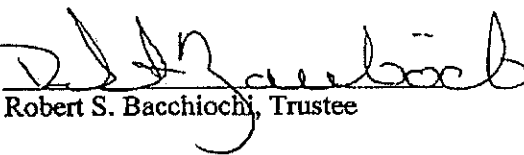
By: 
Robert S. Bacchiochi, Trustee

EXHIBIT A

List of Lease Documents

Triple Net Lease dated July 1, 2005, by and between Landlord, as landlord, and Assignor as tenant.

First Amendment of Lease dated as of June 17, 2014.

LANDLORD ESTOPPEL CERTIFICATE

Re: Lease dated July 1, 2005, by and between Robert S. Bacchiochi, Trustee, RCB Real Estate Trust u/d/t dated December 21, 1995 ("Landlord") and Chestnut Street Donuts, Inc. ("Tenant"), with one Lease Amendment dated June 17, 2014

Premises: 397-399 Great Plain Avenue, Needham, MA 02492

Commencement Date: July 1, 2005

Current Expiration Date: June 30, 2015

Current Monthly Base Rent: \$4,750.39

Security Deposit: \$11,250.00

Rent Paid Through: June 30, 2014

Landlord hereby certifies, warrants and represents as follows:

1. The term of the Lease currently expires on June 30, 2015, subject to Tenant's right to extend, if so provided in Paragraph 8 below.
2. The Lease is in full force and effect, has not been modified, changed, altered or amended in any respect except as indicated in the amendments (if applicable), and represents the entire agreement between the Landlord and Tenant with respect to the Premises.
3. Tenant has accepted and is now in possession of the Premises and is paying the rental under the Lease pursuant to the provisions of the Lease. To Landlord's actual knowledge, Tenant has not assigned, sublet or otherwise transferred its interest under the Lease or entered into any agreement or understanding to do so and no one, other than Tenant and Tenant's employees, occupies or has any right to occupy any part of the Premises. Excepted from the foregoing sentence is the transaction contemplated in connection with this Estoppel Certificate. The Landlord has not assigned its interest in the Lease, either in whole or in part.
4. The current monthly base rent payable under the Lease is \$4,750.39.
5. The fixed minimum monthly rent and all additional rent and other charges required to be paid under the Lease have been paid for the period up to and including June 30, 2014.
6. As of the date hereof, there are no defaults existing under the Lease on the part of Tenant or, to Landlord's actual knowledge, no events have occurred that, with the passage of time or the giving of notice, or both, would constitute a default by Tenant under the Lease; there is no existing basis for Landlord to cancel or terminate the Lease; there exist

no defenses, offsets, credits, rent increases or claims of Landlord pursuant to any of the agreements, terms, covenants or conditions of the Lease.

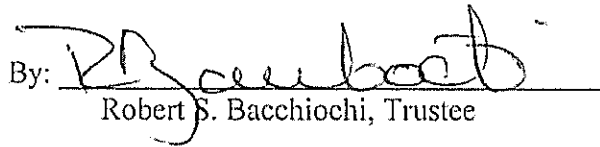
7. As of the date hereof, there are no defaults existing under the Lease on the part of Landlord or, to Landlord's actual knowledge, no events have occurred that, with the passage to time or the giving of notice, or both, would constitute a default by Landlord under the Lease; there is no existing basis for Tenant to cancel or terminate the Lease; there exist no defenses, offsets, credits, deductions in rent or claims against the enforcement of any of the agreements, terms, covenants or conditions of the Lease; there exist no defenses, offsets, credits, deductions in rent or claims against the enforcement of any of the agreements, terms, covenants or conditions of the Lease; and there are no unexpired free rent periods, rent concessions or other unpaid allowances (including, without limitation, unpaid tenant improvement allowances) owing to Tenant.
8. Tenant has no right or option to extend, renew or cancel the Lease or to lease additional space at the Property or to purchase all or any portion of the Property except Tenant's right to extend pursuant to two remaining Extension Terms, as set forth in detail in paragraphs 4 and 5 of the Lease.
9. There are no actions, whether voluntary or otherwise, pending against Landlord under the Bankruptcy Laws of the United States or any state thereof.
10. The security deposit being held by landlord under the Lease is \$11,250.00.

This letter shall inure to the benefit of and may be relied upon by Purchaser and its successors and assigns.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

LANDLORD:

ROBERT S. BACCHIOCHI, TRUSTEE, RCB REAL ESTATE TRUST

By: 
Robert S. Bacchiochi, Trustee

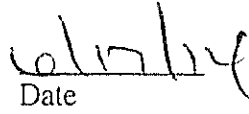

Date

EXHIBIT A
"MARKET RATE"

For the purposes of the foregoing Lease, the term "Market Rate" shall mean an amount determined as follows:

Not less than 70 days prior to the date by which LESSEE must exercise its rights concerning the relevant Extension Term, LESSOR and LESSEE shall mutually agree upon three (3) M.A.I appraisers who shall, within thirty (30) days thereafter, each ascertain such value as of the expiration of the then current year. However, if LESSOR and LESSEE are unable to reach mutual agreement as aforesaid, then, not less than 60 days prior to the date by which LESSEE must exercise its rights concerning the relevant Extension Term, each party shall identify and notify the other of an M.A.I appraiser who such party shall nominate to ascertain such value, and within 10 days thereafter, both such appraisers shall designate a third M.A.I appraiser. Within twenty (20) days thereafter, each such appraiser shall ascertain market value as of the expiration of the then current year and shall provide to each of the parties a written opinion of value.

The lowest and the highest of the three aforescribed written opinions of value shall be rejected, and the remaining, middle opinion shall conclusively establish the applicable rent amount, except that in no event shall Base Rent for any given year during the Extension Term be less than the Base Rent for the preceding year, including, without limitation, the last year of the Initial Term and the last year of any Extension Term.

The total cost of all three appraisers shall be paid and divided equally by and between LESSOR and LESSEE. All selected and designated appraisers shall have not less than ten (10) years experience in the industry and shall be familiar with commercial leasing situations.

Notwithstanding the foregoing to the contrary, LESSOR and LESSEE may, at any time, otherwise mutually agree as what constitutes "Market Rate".

or elsewhere, shall be limited to the parking of registered passenger vehicles, vans and light trucks. Furthermore, notwithstanding the generality of the foregoing, LESSEE shall not cause, permit or allow the parking or storage of trailers, boats, campers, unregistered vehicles, construction vehicles or other vehicles or equipment of any type or description.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and seals this 13th day of July, 2005.

Robert S. Bacchiochi
Robert S. Bacchiochi, Trustee
LESSOR - Robert S. Bacchiochi, Trustee
RCB Real Estate Trust

Fernando Fernandes Pres TREAS
LESSEE - Chestnut Street Donuts, Inc.
by: Fernando Fernandes, Pres. & Treas.

LOR rev. 12/04

PC _____

RIDER TO LEASE

THIS RIDER TO LEASE made this 30 day of JUN 2005 by and between Robert S. Bacchocchi, Trustee of RCB Real Estate Trust with principal offices at P.O. Box 408 East Dennis, MA 02541 (hereinafter "Landlord");

and Chestnut Street Donuts, Inc. with principal offices at 1203 Highland Avenue, Needham, MA 02492 (hereinafter "Tenant"); and Baskin-Robbins USA, Co., a California corporation, Dunkin' Donuts Incorporated, a Delaware corporation, and Togo's Eateries, Inc., a California corporation, all with principal offices at 130 Royall Street, Canton, Massachusetts 02021 (hereinafter collectively "Franchisor").

This Rider supplements and forms a part of that certain lease between Landlord and Tenant, dated JUN 13 2005, (the "Lease") for the leased premises located at 397-399 Great Plain Avenue, Needham, MA (the "Premises"). This Rider is entered into in connection with Franchisor's grant of a franchise to Tenant to operate a franchised business at the Premises. It is intended to provide Franchisor the opportunity to preserve the Premises as a restaurant operated under Franchisor's brand in the event of any termination of the Lease or any franchise agreement between Franchisor and Tenant, and to assure Landlord that, if Franchisor exercises the option to assume the Lease as provided in this Rider to Lease, any defaults of Tenant under the Lease will be cured by Franchisor upon taking possession of the Premises. Landlord agrees that Franchisor will have the right, but not the obligation, to assume the Lease of the Premises attached hereto as Exhibit A, on the terms, covenants and conditions hereinafter set forth.

I. DEFAULT BY TENANT UNDER THE LEASE.

1.0 Landlord will send Franchisor copies of all notices of default it gives to Tenant at the same time it gives such notices to Tenant. If Tenant fails to cure any default within the period specified in the Lease, Landlord will promptly give written notice to Franchisor, specifying the default Tenant has failed to cure. Franchisor will have the right and option to assume the Lease by giving written notice to Landlord and Tenant within thirty (30) days after the date of receipt of Landlord's notice that Tenant has failed to cure a default under the Lease.

1.1 Landlord will deliver possession of the Premises to Franchisor promptly after Landlord receives Franchisor's written notice exercising its option to assume the Lease. Franchisor, upon taking possession of the Premises, will cure the defaults specified by Landlord and will execute and deliver to Landlord an assumption of the Tenant's rights and obligations under the Lease.

1.2 Franchisor will not be required to cure defaults and/or begin paying rent until Landlord delivers possession of the Premises to Franchisor. If it becomes necessary for Landlord to pursue legal action in order to evict Tenant and deliver possession of the Premises

to Franchisor, Franchisor will, upon written request by Landlord, pay into an escrow account with Landlord's attorney, such amounts as are necessary to cure Tenant's defaults. If Landlord is unable to deliver possession of the Premises to Franchisor within nine (9) months after the date of Franchisor's exercise of its option to assume the Lease, Franchisor will have the right, at any time until Landlord delivers possession of the Premises, to rescind the option exercise, by written notice to Landlord, whereupon all amounts in escrow shall be returned to Franchisor.

II. TENANT'S FAILURE TO EXTEND THE LEASE TERM.

2.0 If the Lease contains term renewal or extension right(s) and if Tenant allows the term to expire without exercising said right(s), Landlord will give Franchisor written notice thereof, and Franchisor will have the right and option to exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease by giving written notice to Landlord within thirty (30) days of receipt of Landlord's notice. If Franchisor exercises such right(s) Landlord and Franchisor will promptly execute a lease assumption agreement that will provide for Franchisor's assumption of the Lease effective at the commencement of the extension or renewal term.

III. TERMINATION OF A FRANCHISE AGREEMENT.

3.0 Franchisor will have the right and option to assume the Lease if any franchise agreement between Franchisor and Tenant is terminated for any reason during the term of the Lease. If any franchise agreement between Franchisor and Tenant is terminated and Franchisor desires to assume the Lease it may give written notice to Landlord requesting that Landlord specify any existing defaults by Tenant under the Lease. Within fifteen (15) days after receipt of such notice, Landlord will give Franchisor written notice specifying any existing defaults by Tenant under the Lease.

3.1 If any franchise agreement between Franchisor and Tenant is terminated, Tenant shall, within ten (10) days after written demand by Franchisor, assign all of its right, title and interest in the Lease to Franchisor. If Tenant fails to do so, Tenant hereby designates Franchisor as its agent to execute any and all documents, agreements and to take all action that may be necessary or desirable to effectuate the assignment of the Lease and the relinquishment of any and all of Tenant's rights thereunder. Landlord consents to such assignment, subject to Franchisor executing an assumption of the Lease in form reasonably satisfactory to Landlord and curing all defaults of Tenant under the Lease upon taking possession of the Premises pursuant to its rights under this Rider to Lease. Tenant further agrees to promptly and peaceably vacate the Premises and to remove its personal property at the written request of Franchisor. Any property not so removed by Tenant within ten (10) days following receipt of such written request shall be deemed abandoned by Tenant.

3.2 Tenant agrees that termination of any franchise agreement for the Premises shall, at the option of Landlord, be a default under the Lease.

IV. ADDITIONAL PROVISIONS

4.0 Tenant shall remain liable to Landlord for all of its obligations under the Lease, notwithstanding any assignment of the Lease to Franchisor. Franchisor shall be entitled to recover from Tenant all amounts it pays to Landlord to cure Tenant's defaults under the Lease, including interest and reasonable collection costs.

4.1 Franchisor, upon taking possession of the Premises pursuant to its rights under this Rider to Lease, shall concurrently cure the defaults specified by Landlord and execute and deliver to Landlord an assumption of the Tenant's rights and obligations under the Lease. Franchisor corporation will pay, perform and be bound by all of the duties and obligations of the Lease applicable to Tenant, except that Franchisor may elect not to assume or be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, which shall not be unreasonably withheld.

4.2 After Franchisor assumes Tenant's interest in the Lease, Franchisor will not be subject to any provision of the Lease that requires the Tenant to (i) continuously operate a business in the Premises during any period that the business in the Premises is closed for remodeling or while the Franchisor is seeking to obtain and obtain a new franchisee to operate a franchised business in the Premises, or (ii) make any payment to Landlord for any excess rent or other consideration that is greater than the rent payable under the Lease.

4.4 After Franchisor assumes Tenant's interests in the Lease, Franchisor may, without Landlord's consent, sublet the Premises to a franchisee of Franchisor provided that Franchisor remains primarily liable under the Lease.

4.5 After Franchisor assumes Tenant's interests in the Lease, Franchisor may assign this Lease so long as Franchisor remains liable for the payment of rent and the performance of Tenant's duties and obligations under the Lease. Franchisor may also, with the prior written consent of Landlord, assign without recourse its rights under the Lease. Landlord shall not unreasonably withhold its consent to an assignment to a franchisee of Franchisor who meets Franchisor's financial qualification requirements. Upon receipt by Landlord of an assumption agreement in form reasonably satisfactory to Landlord pursuant to which such franchisee agrees to assume the Lease and to observe the terms, conditions and agreements on the part of Tenant to be performed under the Lease, Franchisor shall be released from all liability as tenant under the Lease accruing after the date of the effective date of the assignment.

4.6 If the Lease or Franchise Agreement for the Premises is terminated and Franchisor does not exercise its option to assume the Lease, Tenant agrees, upon written demand by Franchisor, to promptly remove signs, decor and other items which Franchisor reasonably requests be removed as being distinctive and indicative of Franchisor's trademarks and trade dress. Franchisor may enter upon the Premises without being guilty of trespass or tort to effect such de-identification if Tenant fails to do so within ten (10) days after receipt of written demand from Franchisor. Tenant shall pay Franchisor for its reasonable costs and expenses in effecting de-identification. Franchisor shall defend, indemnify and hold Landlord harmless from and against any claims arising from Franchisor's de-identification of the Premises.

4.7 BY EXECUTING THIS RIDER TO THE LEASE, FRANCHISOR DOES NOT HEREBY ASSUME ANY LIABILITY WITH RESPECT TO THE PREMISES OR ANY OBLIGATION AS TENANT UNDER THE LEASE, UNLESS AND UNTIL FRANCHISOR EXPRESSLY ASSUMES SUCH LIABILITY AND/OR OBLIGATION, AS HEREINABOVE DESCRIBED.

4.8 All notices hereunder shall be delivered by certified mail to the addresses described in the Lease or to such other address as any party herein may, by written notice, instruct that notices be given. In the case of Franchisor, notices should be sent to: Director of Corporate Real Estate, Dunkin' Brands, Inc., 130 Royall Street, Canton, MA 02021 until further notice.

4.8 Landlord and Tenant agree that it shall provide written notice to Franchisor in the event of a change of its address.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LEASE OPTION RIDER TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

Witness/Attest:

RCB Real Estate Trust

(LANDLORD)

Robert S. Bacchiocchi by Robert M.

Bacchiocchi, Robert M.

Robert S. Bacchiocchi,

~~President~~
Trustee

print name: _____

print name: _____

print name: _____

print name: _____

_____, Individually

_____, Individually

_____, Individually

Witness/Attest:

print name: _____

print name: _____

print name: _____

print name: _____

print name: _____

Chestnut Street Donuts, Inc. (TENANT)

By: Fernando Fernandes President
Fernando Fernandes, its President
and Treasurer

_____, individually

_____, individually

_____, individually

_____, individually

FRANCHISOR

BASKIN-ROBBINS USA, CO.
DUNKIN' DONUTS INCORPORATED
TOGO'S RESTAURANTS, INC.

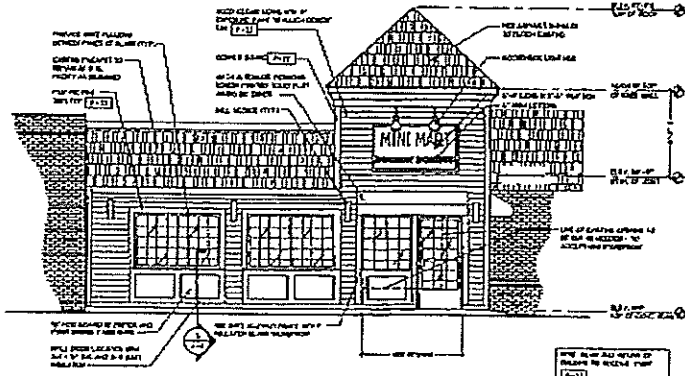
By: _____
Assistant Secretary

RTL2004

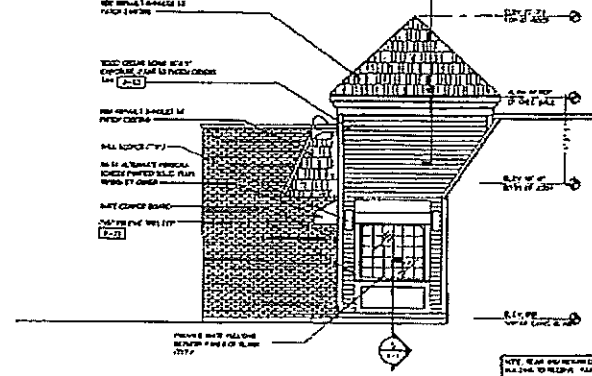
EXHIBIT B
APPROVED CHANGES AND MODIFICATIONS

EXTERIOR FINISH MATERIAL SCHEDULE

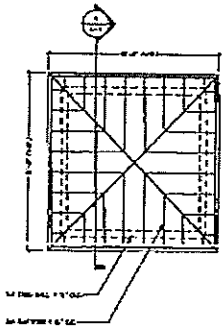
ITEM	FINISH	FINISH NO.	DESCRIPTION	REMARKS
1	WALL PAPER	1	WALL PAPER - 1/2" VINYL	WALL PAPER
2	CEILING	2	CEILING - 1/2" VINYL	CEILING
3	FLOOR	3	FLOOR - 1/2" VINYL	FLOOR
4	DOOR	4	DOOR - 1/2" VINYL	DOOR
5	WINDOW	5	WINDOW - 1/2" VINYL	WINDOW



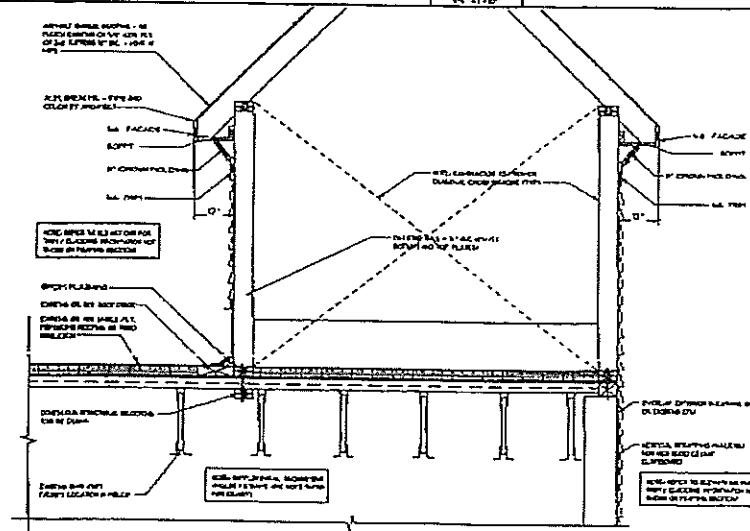
1 FRONT ELEVATION



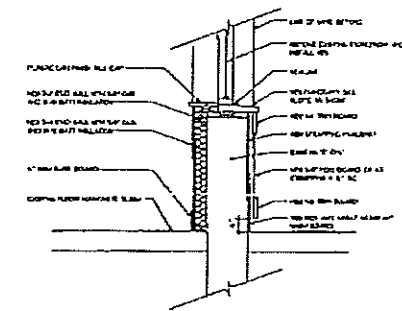
2 SIDE ELEVATION



3 ROOF FRAMING PLAN

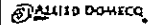


4 SECTION AT TOWER



5 SECTION AT WINDOW SILL

- 1. SEE LIST OF MATERIALS FOR FULL LIST OF MATERIALS AND FINISHES.
- 2. SEE LIST OF MATERIALS FOR FULL LIST OF MATERIALS AND FINISHES.
- 3. SEE LIST OF MATERIALS FOR FULL LIST OF MATERIALS AND FINISHES.
- 4. SEE LIST OF MATERIALS FOR FULL LIST OF MATERIALS AND FINISHES.
- 5. SEE LIST OF MATERIALS FOR FULL LIST OF MATERIALS AND FINISHES.



1000 GARDEN ST. SUITE 100
BOSTON, MASSACHUSETTS 02114

1	REVISIONS	DATE
1	ISSUED	1/1/19
2	REVISED	1/1/19

FRED FERNANDES
PCA 341634

593 GREAT PLAIN AVE.
NEEDHAM, MA

EXTERIOR
ELEVATIONS
AND
SECTIONS

OWNER	1/1/19
DATE	1/1/19
FILE	1/1/19
NO.	1/1/19

A-4



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

Office of the
SELECT BOARD

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

LEGAL NOTICE

PUBLIC HEARING

The Needham General Store – 399 Great Plain Avenue

New Wine and Malt Retail Package Store License

A public hearing will be held via Zoom on Tuesday, April 27, 2021 at 6:00 p.m. under the provisions of Chapter 138, Section 15 of the M.G.L. on the application of The Needham General Store for a new wine and malt Retail Package Store License, located at 399 Great Plain Avenue, Needham. The premise has 2,736 square feet all on one floor, of which 1,006 square feet are used as The General Store. There is one entrance and one exit.

The Select Board invites all residents and interested parties to provide input at this meeting by raising your hand when appropriate during the hearing.

Public comments may also be directed to the Select Board c/o Needham Town Hall, 1471 Highland Avenue, Needham, MA or by email at: selectboard@needhamma.gov.

Zoom info: <https://us02web.zoom.us/j/83012497485>, or one tap mobile :

US: +13017158592,,83012497485# or +13126266799,,83012497485#

Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 Webinar ID: 830 1249 7485.

Select Board
Licensing Board
for the Town of Needham

Needham Times, April 15, 2021

Architectural floor plan of a building, likely a school or institutional facility. The plan shows various rooms and corridors, with numerous numbered circles (1-25) and letters (A-J) indicating specific locations or points of interest. Key areas include:

- STORAGE** (top left)
- OFFICE** (top center)
- HALL** (center)
- RESTAURANT** (bottom left)
- KITCHEN** (bottom center)
- DINING** (bottom right)
- COUNCIL** (middle right)
- VENTILATION** (bottom right)
- REPAIR AREA** (bottom left)

The plan also includes labels for "STORAGE 1", "STORAGE 2", "STORAGE 3", "STORAGE 4", "STORAGE 5", "STORAGE 6", "STORAGE 7", "STORAGE 8", "STORAGE 9", "STORAGE 10", "STORAGE 11", "STORAGE 12", "STORAGE 13", "STORAGE 14", "STORAGE 15", "STORAGE 16", "STORAGE 17", "STORAGE 18", "STORAGE 19", "STORAGE 20", "STORAGE 21", "STORAGE 22", "STORAGE 23", "STORAGE 24", "STORAGE 25".

Other labels include "STORAGE 1", "STORAGE 2", "STORAGE 3", "STORAGE 4", "STORAGE 5", "STORAGE 6", "STORAGE 7", "STORAGE 8", "STORAGE 9", "STORAGE 10", "STORAGE 11", "STORAGE 12", "STORAGE 13", "STORAGE 14", "STORAGE 15", "STORAGE 16", "STORAGE 17", "STORAGE 18", "STORAGE 19", "STORAGE 20", "STORAGE 21", "STORAGE 22", "STORAGE 23", "STORAGE 24", "STORAGE 25".

The plan is oriented with North at the top, indicated by a compass rose. The drawing is a technical sketch with dashed lines for walls and solid lines for furniture and fixtures.

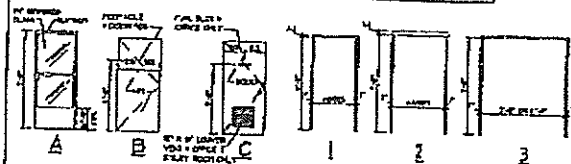
- 1. Candidates for President
- 2. NOT YES
- 3. NOT YES
- 4. NOT YES
- 5. YES
- 6. YES
- 7. YES
- 8. YES
- 9. YES
- 10. YES
- 11. YES
- 12. YES
- 13. YES
- 14. YES
- 15. YES
- 16. YES
- 17. YES
- 18. YES
- 19. YES
- 20. YES
- 21. YES
- 22. YES
- 23. YES
- 24. YES
- 25. YES
- 26. YES
- 27. YES
- 28. YES
- 29. YES
- 30. YES
- 31. YES
- 32. YES
- 33. YES
- 34. YES
- 35. YES
- 36. YES
- 37. YES
- 38. YES
- 39. YES
- 40. YES
- 41. YES
- 42. YES
- 43. YES
- 44. YES
- 45. YES
- 46. YES
- 47. YES
- 48. YES
- 49. YES
- 50. YES
- 51. YES
- 52. YES
- 53. YES
- 54. YES
- 55. YES
- 56. YES
- 57. YES
- 58. YES
- 59. YES
- 60. YES
- 61. YES
- 62. YES
- 63. YES
- 64. YES
- 65. YES
- 66. YES
- 67. YES
- 68. YES
- 69. YES
- 70. YES
- 71. YES
- 72. YES
- 73. YES
- 74. YES
- 75. YES
- 76. YES
- 77. YES
- 78. YES
- 79. YES
- 80. YES
- 81. YES
- 82. YES
- 83. YES
- 84. YES
- 85. YES
- 86. YES
- 87. YES
- 88. YES
- 89. YES
- 90. YES
- 91. YES
- 92. YES
- 93. YES
- 94. YES
- 95. YES
- 96. YES
- 97. YES
- 98. YES
- 99. YES
- 100. YES

[illegible][illegible][illegible]

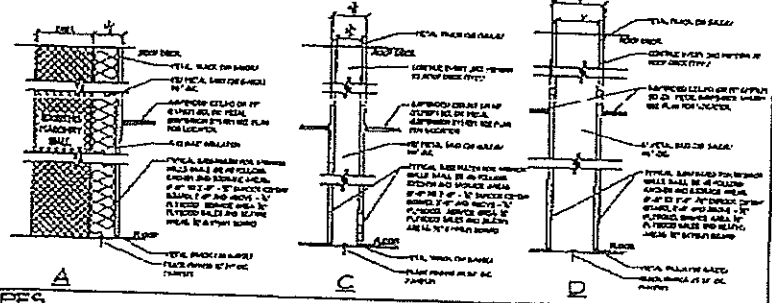
1. THE FIRST PART OF THE REPORT IS A SUMMARY OF THE FACTS OF THE CASE. THE SECOND PART IS A SUMMARY OF THE EVIDENCE. THE THIRD PART IS A SUMMARY OF THE CONCLUSIONS. THE FOURTH PART IS A SUMMARY OF THE RECOMMENDATIONS.

DOOR DATA					FRAME DATA			
No.	LOCATION	SIZE	MATERIAL	TYPE	MATERIAL	TYPE	FINISH	NOTES
		SWMT						
001	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	ALUMI	A	FACL	ALUMI	5	FACL 1.3
002	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	ALUMI	A	FACL	ALUMI	5	FACL 1.3
003	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	ALUMI	C	FACL	ALUMI	1	P-82 3
004	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
005	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
006	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
007	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
008	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
009	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
010	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
011	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
012	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
013	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
014	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
015	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
016	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
017	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
018	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
019	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
020	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
021	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
022	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
023	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
024	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
025	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
026	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
027	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
028	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
029	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
030	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
031	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
032	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
033	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
034	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
035	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
036	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
037	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
038	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82 1.3
039	VEHICULAR	5'-0" x 6'-6" x 1'-3 1/2"	WOOD	C	P-82	ALU	1	P-82

- [illegible]



1



$V_{11} = 1.67$

- 1. The study of literature is the study of the history of human thought.
- 2. The study of literature is the study of the history of human culture.
- 3. The study of literature is the study of the history of human civilization.
- 4. The study of literature is the study of the history of human progress.
- 5. The study of literature is the study of the history of human achievement.
- 6. The study of literature is the study of the history of human excellence.
- 7. The study of literature is the study of the history of human greatness.
- 8. The study of literature is the study of the history of human glory.
- 9. The study of literature is the study of the history of human honor.
- 10. The study of literature is the study of the history of human fame.



ALLIED DOMESTIC

MJ
TAVARES
ARCHITECTS

1946 (Continued) R. L. Lumbard, Jr. 22111
From 1947-1948 to 1949-1950

#	RECORDS	DAT
1	ZONES	17/08/96
2	VARIABLE DENSITY	17/08/96

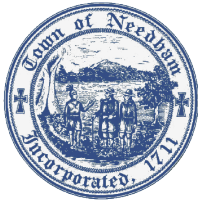
FRED FERNANDES
PCL 341634

399 GREAT PLAIN AVE
NEEDHAM, MA

FLOOR PLAN,
PARTITION TYPES, DOOR
TYPES AND SCHEDULES

NAME	A-1
W/US	
SEA	
PRY.	
1411	

A-1



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

MEETING DATE: 04/27/2021

Agenda Item	Arbor Day Proclamation
Presenter(s)	Edward Olsen, Tree Warden, Parks & Forestry Superintendent

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Edward Olsen, Superintendent of Parks & Forestry respectfully requests the Select Board to vote to approve and sign the 2021 Arbor Day Proclamation.	
2.	VOTE REQUIRED BY SELECT BOARD
Under M.G.L. Chapter 87, Requires a Vote by the Select Board Suggested Motions: 1. "That the Board vote to approve and sign the Arbor Day Proclamation"	
3.	BACK UP INFORMATION ATTACHED
A) memo from Ed Olsen B) Arbor Day Proclamation	



Town of Needham-DPW
Parks and Forestry Division

500 Dedham Ave.
Needham, MA 02492
781-455-7550, ext. 316

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD

2021 APR 15 A 9:50

April 14, 2021

Board of Selectmen
1471 Highland Avenue
Needham, MA 02492

Dear Members of the Board:

Nationally each year, Arbor Day is celebrated in April. This year, the Parks and Forestry Division will be celebrating Arbor Day with the elementary students of the Mitchell Elementary School. We will be handing out informational packets and seedlings for the children to bring home. In addition, the Town is working on a neighborhood Arbor Day celebration at Riverside Park. This event will work with the neighborhood volunteers and sponsors from Eversource Electric as well as Hartney Greymont to clean the Park in addition to pruning and planting numerous new trees. To formalize these events, please vote to approve and sign the 2021 Arbor Day Proclamation.

Sincerely,

Edward Olsen
Tree Warden / Supt. Parks and Forestry Div.

2021

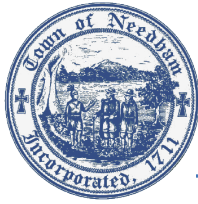
ARBOR DAY PROCLAMATION

- WHEREAS,** In the year 1646 in the then Town of Boston of the Massachusetts Bay Colony the first recorded Public Tree planting in the New World took place as a Community effort involving men, women and children and
- WHEREAS,** The planting was not accomplished for private gain or individual benefit but rather it was public in nature for the relief of travelers because trees had long been recognized as providing tremendous benefits to the well being of mankind and
- WHEREAS,** When Needham became the 88th incorporated community in the Commonwealth of Massachusetts in 1711, its inhabitants were mostly land hungry settlers from Boston who had come to the wilderness to farm on the open land of the Great Plain and
- WHEREAS,** The Lessons of the Settlers had been learned. The practice of tree planting had continued on the Plain to reduce the erosion of the precious topsoil by wind and water and
- WHEREAS,** Trees are one of our greatest resources. They provide food and shelter, moderate temperatures, reduce noise pollution, provide wind breaks, establish a habitat for wildlife and
- WHEREAS,** Trees in our Town of Needham help beautify the area by providing Summer and Fall colors, interesting sizes and shapes, beautiful flowers and fruit and increased property value and
- WHEREAS,** The Town of Needham wishes to be recognized as a Tree City U.S.A. by the National Arbor Day Foundation and desires to continue its tree planting ways.

NOW, THEREFORE, We the Select Board of the Town of Needham do hereby proclaim the last Friday in April as Arbor Day in the Town of Needham and we encourage our residents to support all efforts to protect our trees and woodlands for future generations to come.

Our Children, our Trees, our Future.

SELECT BOARD



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

MEETING DATE: 4/27/2021

Agenda Item	Highway Commercial 1 & Planning Consulting Assistance
Presenter(s)	Planning Board

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Jeanne McKnight, Chair and members of the Planning Board will attend the Select Board meeting to discuss the Highway Commercial 1 zoning and the Planning Consulting Assistance article and answer any questions that the Select Board members may have.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Discussion Only</i>	
3.	BACK UP INFORMATION ATTACHED
a. Article 5 and Article 6 - Highway Commercial 1 Zoning and Map contained in the Annual Town Meeting Warrant b. HWC1 Tables c. HWC1 Town Meeting Deck 04.18.21 d. Planning Consulting Assistance Memo 03.29.2021	

**Needham Planning Board
Highway Commercial 1
Use Table**

Zoning Element	Existing By-law		2019 Proposal		2021 Proposal	
	By Right	Special Permit	By Right	Special Permit	By Right	Special Permit
Uses	Chapter 40A exempt uses, lib/mus , muni water tower, park, passenger station, single family, boarding house, dormitory , retail up to 5750 sf , accessory manufacturing, offices, banks, various services, theaters, movie houses , indoor athletic/exercise facilities, entertainment buildings, distribution warehouse, storage, machine shop, bottling plant, equipment rental, garment manufacturing , laboratory, radio/TV studio, light manufacturing, municipal building, accessory use for home office or small repairs	Farmers market, nursing home, private club , private school, retail over 5750 sf, fitness, trucking terminal, gas station, vehicle repair , laundry, junk yard, lumber establishment, hotel , restaurant, veterinary, medical clinic, medical marijuana treatment, car sales and parking, welding, stone cutting, autobody, food processing , genetic research, medical lab, more than one municipal building or use on a lot, off-street parking	Chapter 40A exempt uses, public parks, municipal buildings or uses, retail up to 10,000sf, accessory manufacturing, various services, offices, banks, medical laboratory or laboratory engaged in research and development, radio/TV studio, light manufacturing, telecommunications facility, laundry pickup/dropoff, more than one building or use on a lot	Light-rail train station, adult day care, private school or nursery, retail establishment from 10,000 to 25,000sf, equipment rental service, grocery store up to 25,000sf, restaurant, veterinary office, indoor athletic or exercise facility, drive-up window, medical group practice, live performance theater, bowling alley, and similar commercial amusement or entertainment places	Chapter 40A exempt uses, public parks, municipal buildings or uses, retail up to 5,750sf , accessory manufacturing, various services, offices, banks, medical laboratory or laboratory engaged in research and development, radio/TV studio, light manufacturing, telecommunications facility, laundry pickup/dropoff , more than one building or use on a lot	Up to 240 multi family dwelling units** , light-rail train station, adult day care , private school or nursery, retail establishment from 5750sf to 10,000sf , equipment rental service, grocery store up to 10,000sf , restaurant, veterinary office, indoor athletic or exercise facility, drive-up ATM/teller , medical group practice, live performance theater, bowling alley, and similar commercial amusement or entertainment places

	discontinued uses
	uses new in 2019
	uses new in 2021

**** Residential units are restricted in the following ways:**

- min of 40% and max of 70% 1 bedroom units
- min of 12.5% of all units will be "affordable"

**Needham Planning Board
Highway Commercial 1
Dimensional Requirements**

Zoning Element	Existing By-law		2019 Proposal		2021 Proposal for Public Hearing	
	By Right	Special Permit	By Right	Special Permit	By Right	Special Permit
FAR	0.5	0.65-0.75	1.00	1.75	1.00	1.35
Height	2 stories (30')	2 stories (30')	5 stories 70' ¹	6 stories 84' ¹	4 stories (56') ²	5 stories (70') ³
Front Setback	20' (50' on Gould + Highland)	20' (50' on Gould + Highland)	(internal - TV Pl) 5' ⁴	(internal - TV Pl) 5' ⁴	(internal - TV Pl) 5' ⁷	(internal - TV Pl) 5' ⁷
Side Setback	20'	20'	10' ⁵	10' ⁵	10' ⁸	10' ⁸
Rear Setback	10'	10'	10' ⁶	10' ⁶	10' ⁹	10' ⁹
Min Lot Area (SF)	20,000	20,000	20,000	20,000	20,000	20,000
Min Lot Frontage (Ft)	100	100	100	100	100	100
Max Lot Coverage	N/A	N/A	65%	65%	65%	65%
Min Open Space	N/A	N/A	20%	20%	20%	20%
Parking Garage Setback	N/A	N/A	100' Gould+ Highland	100' Gould+ Highland	100' Gould + Highland	100' Gould + Highland
Max façade length	N/A	N/A	200'	200'	200'	200'
Traffic Mitigation	\$ by Developer	\$ by Developer	\$ by Developer	\$ by Developer	\$ by Developer	\$ by Developer

Legend

1. Except a building within 150 feet of Highland Avenue and 200 feet of Gould Street is limited to a height of 42 feet or 48 feet if under a pitched roof or recessed from the face of the building in a manner approved by the Planning Board.

2. Except a building within 200 feet of Highland Avenue and 200 feet of Gould Street is limited to 2 1/2 stories and a height of 35 feet.

³ Except a building within 200 feet of Highland Avenue and 200 feet of Gould Street is limited to 3 stories and a height of 42 feet or 48 feet if under a pitched roof or recessed from the face of the building in a manner approved by the Planning Board.

⁴ Except where building height exceeds 42 feet, in which case the front setback increases to 15 feet, or the building sits on Highland Avenue, Gould Street and/or the layout of Route 95/128, where a 20-foot landscaped vegetative buffer is required.

⁵ Except where building height exceeds 42 feet, in which case the side setback is increased to 20 feet for all side setbacks not abutting the MBTA right-of-way.

⁶ Except where building height exceeds 42 feet, in which case the rear setback is increased to 20 feet for all rear setbacks not abutting the MBTA right-of-way.

⁷ Front setback is 5' from any internal road such as TV Place.

⁸ Except where building height exceeds 35 feet, in which case the side setback is increased to 20 feet for all side setbacks not abutting the MBTA right-of-way.

⁹ Except where building height exceeds 35 feet, in which case the rear setback is increased to 20 feet for all rear setbacks not abutting the MBTA right-of-way.

**Needham Planning Board
Highway Commercial 1
Dimensional Requirements**

Article 5 & 6: 2021 Annual Town Meeting

Zoning Element	Proposal Within 200 ft. Gould + Highland		Proposal Beyond 200 ft. Gould + Highland	
	By Right	Special Permit	By Right	Special Permit
FAR	0.70	1.35	0.70	1.35
Height	2 1/2 stories (35')	3 stories (42')	4 stories (56')	5 stories (70')
Front Setback	50' ¹	50' ²	50' ²	50' ²
Side Setback	10'	20' ³	20' ³	20' ³
Rear Setback	10'	20' ³	20' ³	20' ³
Min Lot Area (SF)	20,000	20,000	20,000	20,000
Min Lot Frontage (Ft)	100	100	100	100
Max Lot Coverage	65%	65%	65%	65%
Min Open Space	25%	25%	25%	25%
Parking Garage Setback	250' Highland/200' Gould	250' Highland/200' Gould	250' Highland/200' Gould	250' Highland/200' Gould
Max façade length	200'	200'	200'	200'
Traffic Mitigation	\$ by Developer	\$ by Developer	\$ by Developer	\$ by Developer

Footnotes

- 1 Front setback is 5' from any internal road such as TV Place.
- 2 Front setback is 15' from any internal road such TV Place.
- 3 Except along the MBTA right of way where the setback is 10'.

**Annual Town Meeting
May 2021**



**Planning Board
Warrant Articles 5 + 6**

Highway Commercial 1

Please review additional supporting materials:

- Frequently Asked Questions document
- March 16, 21 - Planning Board Public Hearing materials
- March 20, 21 - Fiscal Impact Analysis

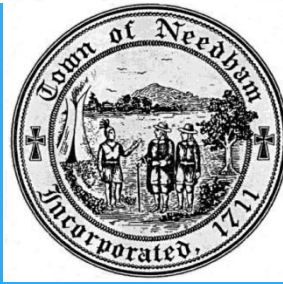
Available at:

<https://www.needhamma.gov/4981/Spring-Town-Meeting-2021>



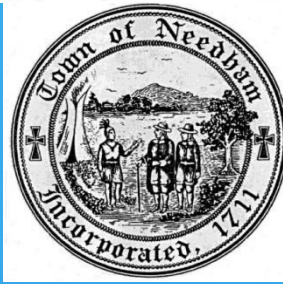
Highway
Commercial
1





Purpose

- Improve the Gateway into Needham
- Enhance public control over development
- Unlock economic benefits for the Town
 - Net Revenue range:
 - \$3.2M-\$4.5M - by right
 - \$6M-\$8.3M - by special permit
 - Create 100s of high paying jobs



Process

- Began over 7 years ago
- Includes over 45 public meetings
- Process resulted in substantial changes to proposal
 - ✓ Reduced density
 - ✓ Reduced heights
 - ✓ No destination retail
 - ✓ Increased setback
 - ✓ Increased open space
 - ✓ Added multi-fam housing

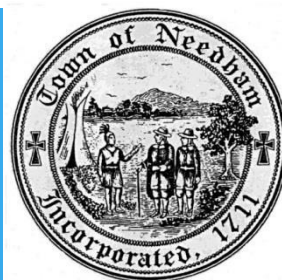
Use Table



Use Table

Zoning Element	Existing By-law		2019 Proposal		2021 Proposal	
	By Right	Special Permit	By Right	Special Permit	By Right	Special Permit
Uses	Chapter 40A exempt uses, lib/mus, muni water tower, park, passenger station, single family, boarding house, dormitory, retail up to 5750 sf, accessory manufacturing, offices, banks, various services, theaters, movie houses, indoor athletic/exercise facilities, entertainment buildings, distribution warehouse, storage, machine shop, bottling plant, equipment rental, garment manufacturing, laboratory, radio/TV studio, light manufacturing, municipal building, accessory use for home office or small repairs	Farmers market, nursing home, private club, private school, retail over 5750 sf, fitness, trucking terminal, gas station, vehicle repair, laundry, junk yard, lumber establishment, hotel, restaurant, veterinary, medical clinic, medical marijuana treatment, car sales and parking, welding, stone cutting, autobody, food processing, genetic research, medical lab, more than one municipal building or use on a lot, off-street parking	Chapter 40A exempt uses, public parks, municipal buildings or uses, retail up to 10,000sf, accessory manufacturing, various services, offices, banks, medical laboratory or laboratory engaged in research and development, radio/TV studio, light manufacturing, telecommunications facility, laundry pickup/dropoff, more than one building or use on a lot	Light-rail train station, adult day care, private school or nursery, retail establishment from 10,000 to 25,000sf, equipment rental service, grocery store up to 25,000sf, restaurant, veterinary office, indoor athletic or exercise facility, drive-up window, medical group practice, live performance theater, bowling alley, and similar commercial amusement or entertainment places	Chapter 40A exempt uses, public parks, municipal buildings or uses, retail up to 5,750sf, accessory manufacturing, various services, offices, banks, medical laboratory or laboratory engaged in research and development, radio/TV studio, light manufacturing, telecommunications facility, laundry pickup/dropoff, more than one building or use on a lot	Up to 240 multi family dwelling units**, light-rail train station, adult day care, private school or nursery, retail establishment from 5750sf to 10,000sf, equipment rental service, grocery store up to 10,000sf, restaurant, veterinary office, indoor athletic or exercise facility, drive-up ATM/teller, medical group practice, live performance theater, bowling alley, and similar commercial amusement or entertainment places
	discontinued uses					
	uses new in 2019					
	uses new in 2021					
** Residential units are restricted in the following ways:						
- min of 40% and max of 70% 1 bedroom units						
- min of 12.5% of all units will be "affordable"						

Annual Town Meeting May 2021



Planning Board Warrant Articles 5 + 6

Dimensional Requirements

Zoning Element	Proposal Within 200 ft. Gould + Highland		Proposal Beyond 200 ft. Gould + Highland	
	By Right	Special Permit	By Right	Special Permit
FAR	0.70	1.35	0.70	1.35
Height	2 1/2 stories (35')	3 stories (42')	4 stories (56')	5 stories (70')
Front Setback	50' ¹	50' ²	50' ²	50' ²
Side Setback	10'	20' ³	20' ³	20' ³
Rear Setback	10'	20' ³	20' ³	20' ³
Min Lot Area (SF)	20,000	20,000	20,000	20,000
Min Lot Frontage (Ft)	100	100	100	100
Max Lot Coverage	65%	65%	65%	65%
Min Open Space	25%	25%	25%	25%
Parking Garage Setback	250' Highland/200' Gould	250' Highland/200' Gould	250' Highland/200' Gould	250' Highland/200' Gould
Max façade length	200'	200'	200'	200'
Traffic Mitigation	\$ by Developer	\$ by Developer	\$ by Developer	\$ by Developer

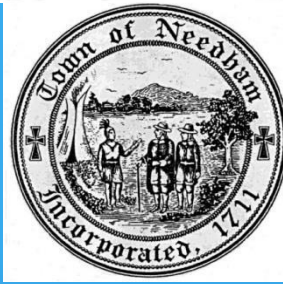
Footnotes

1 Front setback is 5' from any internal road such as TV Place.

2 Front setback is 15' from any internal road such TV Place.

3 Except along the MBTA right of way where the setback is 10'.

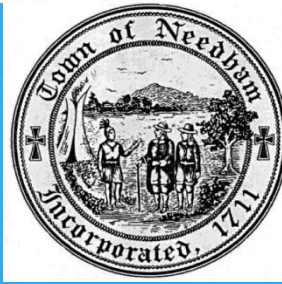
Annual Town Meeting
May 2021



Planning Board
Warrant Articles 5 + 6

Enhance Public Control Over Development

- Induce development through special permit
- Public process
- Broad discretionary powers to alter or deny development
- Maximize town leverage



Public Control Over Development

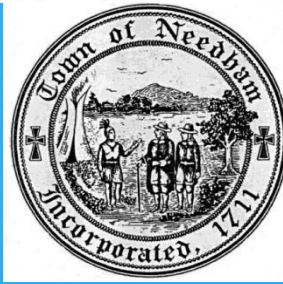
Zoning by Developer

- o miss the market
- o negotiating against ourselves
- o negotiating from weakness

VS

Zoning by Town

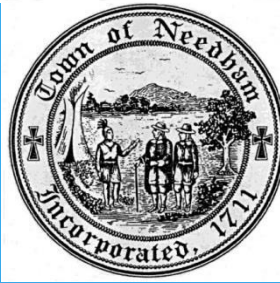
- ✓ Town controls the market
- ✓ Not beholden to developer
- ✓ Town benefits
- ✓ Negotiate from strength



Traffic Impact

- Roadways can handle increased volume from development
- Takings required - **only** on developed property
- Easement from Wingate for new traffic signal box
- **No takings on Hunting**
 - Hunting left turn onto Highlight remains low volume
 - Does **not** require separate left turn lane

Annual Town Meeting
May 2020

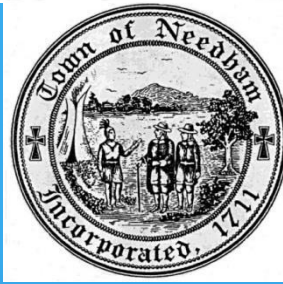


Planning Board
Warrant Articles 5 + 6

Fiscal Impact

Scenario	Existing Zoning			Final Planning Board Proposal			
	Current Use	Warehouse	Lab/Retail	By Right		Special Permit	
				FAR 0.7 w Housing	FAR 0.7 - No Housing	FAR 1.35 w Housing	FAR 1.35 - No Housing
Gross Revenue	\$ 490,500	\$ 923,000	\$ 2,699,726	\$ 4,005,451	\$ 4,713,181	\$ 7,509,000	\$ 8,844,000
Municipal Costs		\$ 179,000	\$ 152,766	\$ 813,094	\$ 266,700	\$ 1,480,000	\$ 502,000
Net Revenue		\$ 744,000	\$ 2,546,960	\$ 3,192,357	\$ 4,446,481	\$ 6,029,000	\$ 8,342,000

Annual Town Meeting
May 2021



Planning Board
Warrant Articles 5 + 6

Conclusion

- Improves the Gateway
- Maximizes Town control of development
- Infrastructure can support development
- Contributes \$60M-\$70M in 10 years
- We ask for your affirmative vote on Articles 5 + 6

Memorandum

To: Carol Smith-Fachetti, Chair, Needham Finance Committee

From: Lee Newman, Director of Planning and Community Development

cc: Kate Fitzpatrick, Town Manager
Katie King, Assistant Town Manager
Jeanne McKnight, Chair, Needham Planning Board

Date: March 29, 2021

Re: Planning Consulting Assistance

I am writing this memo as a supplement to the Planning and Community Development Fiscal Year 2022 Supplemental Financial Warrant Article Request (DSR5 Form). The purpose of the memo is to provide greater clarity on the anticipated use of the requested sixty-thousand-dollar appropriation for Planning Consulting Assistance. Briefly, the appropriation would provide support to the Department in two functional areas as further detailed below.

Professional services on an as-needed basis to support the regulatory functions of the Department

Departmental demand over the course of the last decade has triggered this need. The use of contracted services, including consulting services for professional assistance in matters related to development applications, land use regulations, and other activities related to day-to-day operations of the Department, is requested. We anticipate that professional services in such areas as traffic/transportation engineering and fiscal impact analysis to complement the expertise of Town staff would be procured. Having access to professional expertise across multiple land use disciplines in a complex regulatory environment has proven essential to allowing the Department to effectively address the permitting issues coming before it. In addition, the funds would be used to help the Department research and advise other appropriate regulatory Boards when presented with complex development projects.

Professional services in support of Land Use and Planning Initiatives

The use of contracted services to support the Department's planning initiatives is also sought. This is anticipated to support preliminary planning and zoning initiatives, and if deemed necessary, to inform comprehensive planning initiatives on which independent funding would be requested. Below is a brief list of projects on the horizon which the Board is considering.

- *Conduct a review of the goals articulated in the 2009 Needham Center Plan and steps completed to date to meet those goals to determine if adjustments are warranted.* This effort will include a workshop to present accomplishments to date and to identify any constraints to redevelopment not anticipated in the 2009 Needham Center Plan. In 2009, the Town of Needham completed the Needham Center Development Plan for the purpose of providing a cohesive vision and comprehensive plan for Needham Center and to unlock the area's potential. The revitalization of Needham Center and the Lower Chestnut Street area—namely the Chestnut Street corridor south of Great Plain Avenue and north of the MBTA Junction Station—constitute the overall Needham

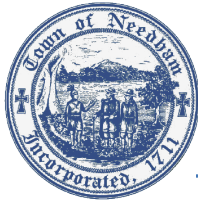
Center vision. The Plan detailed the Village Concept that called for “diverse, mixed-use districts combining residential, commercial and civic uses in a compact area” and proposed new zoning regulations to “encourage massing that helps define the street edge and that serves as a backdrop to the streetscape.” With notable exceptions—including the mixed-use building at 50 Dedham Avenue, the Beth Israel Deaconess Hospital’s new facilities, the new Needham Public Safety building, and a new mixed-use building at 15-17 Oak Street—most of the under-developed areas identified in the Plan have yet to fulfill their full potential in the decade that followed the plan’s adoption. The purpose of this review would be to examine current impediments to redevelopment and to make the warranted adjustments. The recently completed Needham 2025 plan for example noted that redevelopment prospects could be improved with off-street parking standard adjustments. Specifically, reducing the parking requirement for 1-bedroom units to 1 parking space (currently 1.5 per unit) and permitting shared parking considerations for 30% of residential spaces to be counted for joint use by commercial users will reduce the fee in-lieu of parking by \$105,000 (\$30,000 instead of \$135,000). These suggestions from the Needham 2025 plan will be examined along with other identified constraints. It is anticipated that this effort would provide a framework for informing adjustments to both the zoning and implementation plan for Needham Center and the Chestnut Street corridor moving forward.

- *Review the land use and policy goals of the Business District located along Highland Avenue between May and Rosemary Street as currently expressed in the regulatory framework of the Zoning Bylaw.* The land use and dimensional regulations for this district have not been updated for over 50 years and are not currently reflective of the policy goals which the Town holds for this length of the Highland Avenue corridor. Prior to 1989, all the Town’s commercial areas were zoned under a single “Business District” designation. Recognizing that each commercial area had unique attributes and land use objectives, beginning in 1989 the Town began the process of studying each area to establish a more tailored regulatory framework for the studied area consistent with the Town’s land use objectives. This subsequently led to the creation of the Needham Center Business District, Chestnut Street Business District, Avery Square Business District, Commercial 128 Business District, and the Neighborhood Business District. The Business District located along Highland Avenue between May and Rosemary Street is the only remaining district on which the land use and regulatory profile has not yet been updated.
- *Review Town-wide Inclusionary Zoning.* The Town has incorporated inclusionary zoning mandates into its Zoning Bylaw for a number of Overlay Districts, including the independent living units in the Elder Services Zoning District, as well as zoning for the Needham Center, Lower Chestnut Street, and Garden Street Overlay Districts. In these areas at least 10% of the units must be affordable to those earning at or below 80% of area median income and meet all other state requirements for inclusion in the Subsidized Housing Inventory. More recent zoning as part of the Mixed Use Overlay District, in the Highland Avenue/128 area, as well as changes to the Neighborhood Business District increased the affordability requirement to 12.5% with the option of a payment in-lieu of units provision in the case of the Neighborhood Business zoning. New zoning for the Carter Mill development also included a 12.5% affordability requirement. More than one-third of the municipalities in the state have such inclusionary zoning in place with affordability requirements typically ranging between 10% and 15% or even up to 20% of the units in a development. Not having this town-wide zoning in place is causing the Town to miss opportunities for new affordable units as part of recent subdivisions and a new residential project on Hunnewell Street for example.

I have provided above an overview of potential areas of planning initiatives in which professional services might be required. In closing, I would note that the decision had been reached in 2015 to fund the above-noted type of planning consulting service under a single article appropriation and not within the

Departmental budget itself. The thought at the time was that by utilizing a single article appropriation the constraints of funding a project across multiple fiscal years would be eliminated. In practice I have found this flexibility to be helpful in administering the consulting services the Department procures. The Covid crisis is an example of a situation that can and did affect a planned research project's schedule; for example, this past fiscal year we had planned a research project which required spending time at the Building Department reviewing plans. With access to the Building Department for this purpose not possible the project was postponed from Fiscal Year 2020 to Fiscal Year 2022. I would prefer to continue with the current practice and the flexibility it provides. That said, if the Finance Committee prefers to have this type of funding placed within the Departmental budget itself, we can begin a process beginning in Fiscal Year 2023 of gradually increasing the professional services line item to accomplish this objective.

Thank you for your consideration of this departmental funding request. Please feel free to contact me directly with any questions or requests for additional information.



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

MEETING DATE: 4/27/2021

Agenda Item	Citizen's Petition Zoning
Presenter(s)	George Giunta Jr.

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Attorney Giunta, on behalf of Bruno DiFazio, et al, has submitted a citizen's petition to amend the Zoning By-law. He will make a brief presentation and answer any questions that the Select Board may have.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Discussion Only</i>	
3.	BACK UP INFORMATION ATTACHED
a. Citizen's Petition Zoning contained in Article 7 of the Annual Town Meeting Warrant. b. ATM Article 7 Power Point	

ATM ARTICLE 7

Proposed Zoning Map Change
SRA to SRB

TOWN OF NEEDHAM MASSACHUSETTS ZONING MAP

NEEDHAM PLANNING BOARD

Martin Jacobs, Chairperson
Jeanne S. McKnight, Vice Chairperson
Paul S. Ajferl, Member
Bruce T. Eisenhut, Member
Elizabeth J. Grimes, Member

Lee Newman - Planning Director
Anthony L. Del Gallo, P.E., Town Engineer

Updated As Of - MAY 2015
Revised - April 1, 2018

USE DISTRICTS		OVERLAY DISTRICTS	
[Symbol]	SINGLE RESIDENCE - A	[Symbol]	WHEELER COMMUNICATIONS FACILITIES TOWERS OVERLAY DISTRICT
[Symbol]	SINGLE RESIDENCE - B	[Symbol]	ADULT USE OVERLAY DISTRICT
[Symbol]	GENERAL RESIDENCE	[Symbol]	MEDICAL OVERLAY DISTRICT
[Symbol]	APARTMENTS A-1	[Symbol]	AQUIFER PROTECTION DISTRICT
[Symbol]	APARTMENTS B-2	[Symbol]	NEEDHAM CENTER OVERLAY DISTRICT A
[Symbol]	RURAL RESIDENCE - CONSERVATION	[Symbol]	NEEDHAM CENTER OVERLAY DISTRICT B
[Symbol]	INSTITUTIONAL	[Symbol]	LOWER CHESTNUT STREET OVERLAY DISTRICT
[Symbol]	BUSINESS	[Symbol]	GARDEN STREET OVERLAY DISTRICT
[Symbol]	INDUSTRIAL	[Symbol]	LARGE SCALE GROUND MOUNTED SOLAR PHOTOVOLTAIC INSTALLATION OVERLAY DISTRICT
[Symbol]	INDUSTRIAL - 1	[Symbol]	TEMPORARY METEOROLOGICAL TOWERS OVERLAY DISTRICT
[Symbol]	AVERY SQUARE BUSINESS	[Symbol]	JULY 17, 2012 FLOOD PLAIN DISTRICT (ALL ELEVATIONS REFER TO 10.0 & 5.0 MEAN SEA LEVEL DATUM)
[Symbol]	CENTER BUSINESS		
[Symbol]	ONEWAY STREET BUSINESS		
[Symbol]	HIGHLAND COMMERCIAL - 128		
[Symbol]	HILLSIDE AVENUE BUSINESS		
[Symbol]	MIXED USE - 128		
[Symbol]	NEIGHBORHOOD BUSINESS		
[Symbol]	NEW ENGLAND BUSINESS CENTER		
[Symbol]	ELDER SERVICES ZONING DISTRICT		
[Symbol]	TOWN BOUNDARY		
[Symbol]	PARCEL		
[Symbol]	TOWN HALL		

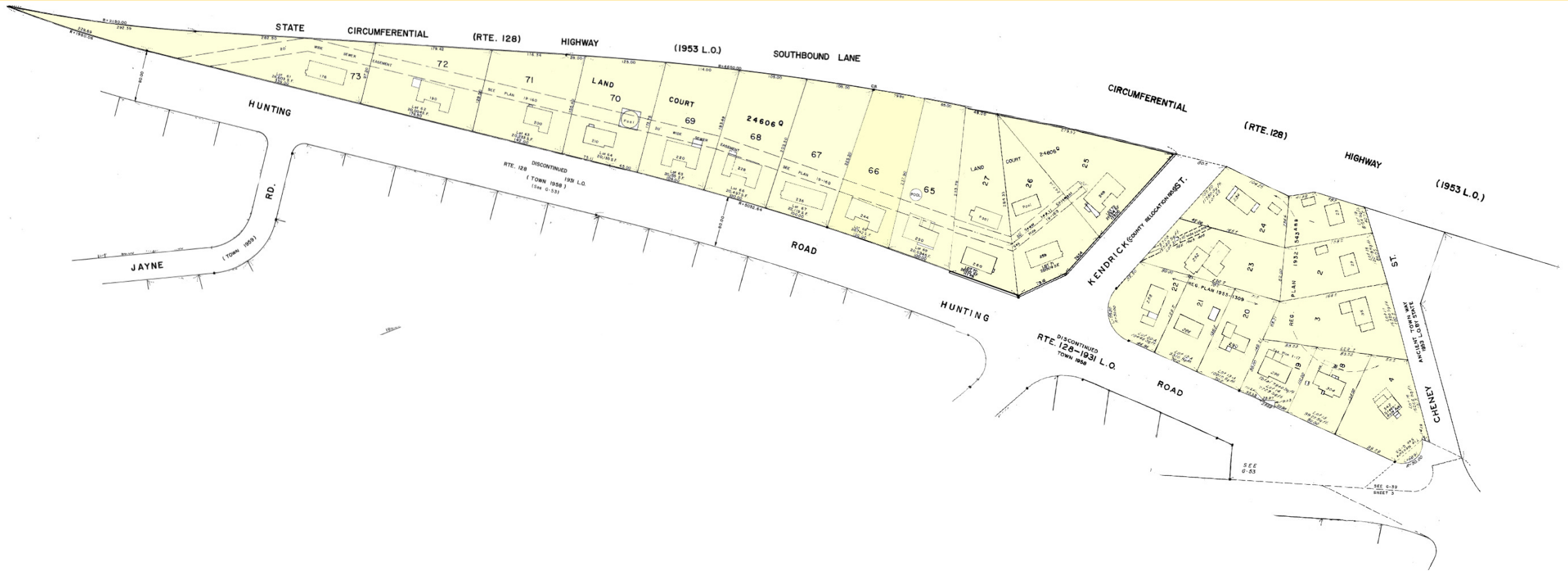
SCALE
1" = 110'

NOTE:
Zoning information was constructed from articles provided by the Town of Needham Planning Board.
All data is for display 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 road map portrays roads that have been constructed and are in general use for vehicular traffic.
Road data was updated based on April 2009 aerial photographs and includes data from the Town of Needham Department of Public Works and Engineering Division.

Overview

- 23 Parcels currently in SRA Zoning District
- Located between existing SRB District and Route 128
- Located along Hunting Road, Kendrick Street, Cheney Street and Greendale Avenue

Affected Parcels



Current SRA Requirements

- At least One Acre of land area
- At least 150 feet of frontage
- Minimum 30 foot front setback
- Minimum 15 foot rear setback
- Minimum 15 foot side setback for existing structures; 25 feet for new construction

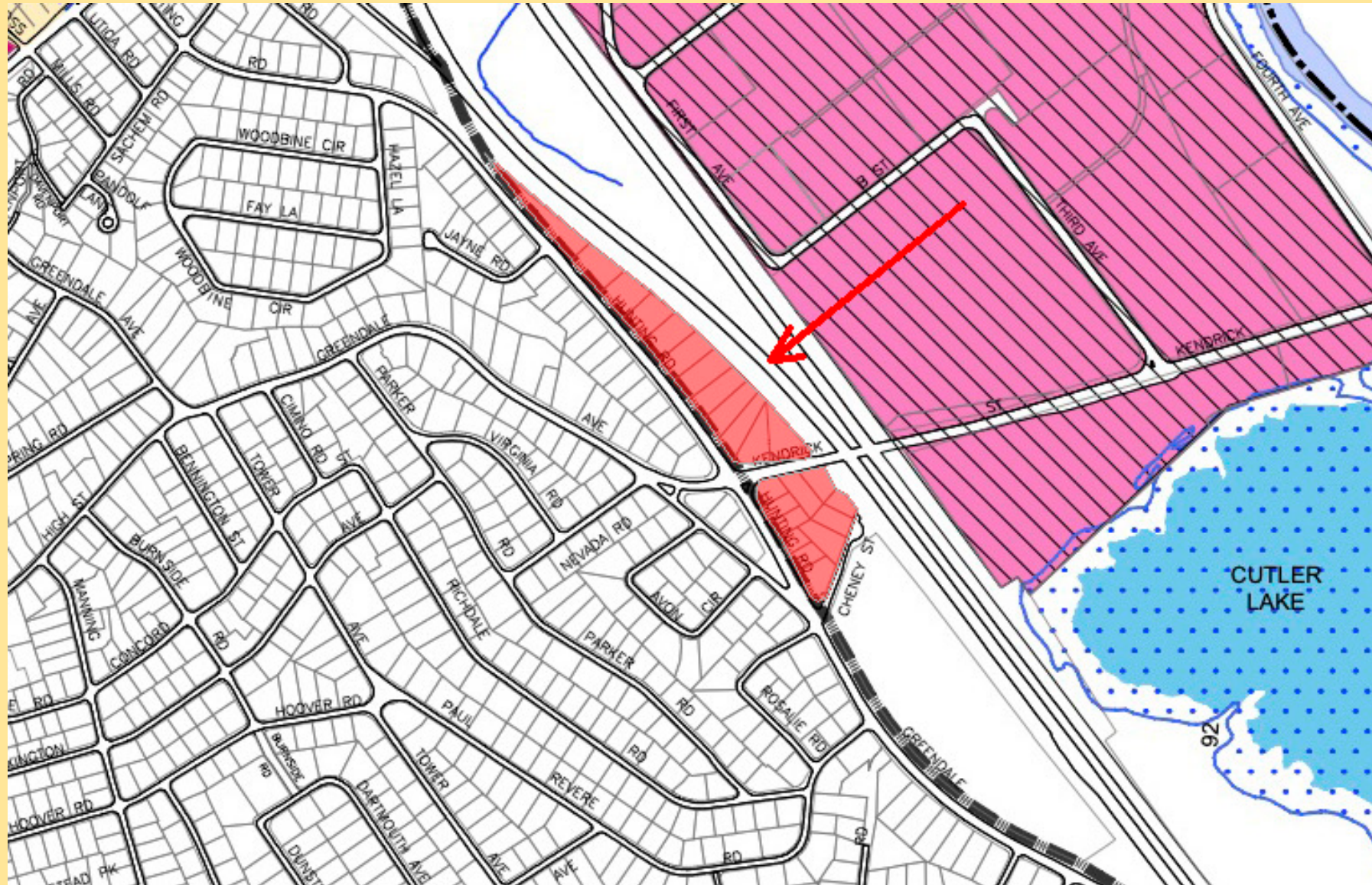
All of the 23 Lots Are Currently Non-Conforming

- *None* of the 23 lots meet the SRA land area requirement
- *Only 4* of the 23 lots meet the SRA frontage requirement
 - 3 of the 23 Parcels have less than 80 frontage
 - 3 of the 23 have just 80 feet of frontage
 - 1 of the 23 has more than 80 but less than 100 feet of frontage
 - 4 of the 23 Parcels have 100 feet of frontage
 - 8 of the 23 Parcels have more than 100 but less than 150 feet of frontage
 - 4 of the 23 Parcels have 150 feet or more of frontage
- Several don't meet SRA front setback requirement

Rationale

- All 23 parcels are currently non-conforming, but if placed in SRB, only 5 will remain non-conforming
- All 23 parcels are fully developed at present, but limited in terms of both additions and reconstructions because of setbacks
- Opposite side of Hunting Road and Greendale Avenue is SRB
- Most likely original planning objective (to create buffer from highway and former industrial district) no longer relevant due to changes in New England Business Center and installation of highway barrier.
- No clear current planning objective

Zoning Map – Subject Area (Affected Parcels Shaded in Red)



Wide Support

- 20 of the 23 affected parcels have indicated their support:
 - 176, 190, 200, 210, 220, 228, 236, 244, 250, 260, 286, 296, 304 Hunting Road
 - 234, 259, 252, 258 Kendrick Street
 - 23, 29 Cheney Street
 - 342 Greendale Ave
- None of the remaining 3 were opposed
 - 290 Hunting didn't care to get involved
 - 35 Cheney couldn't be contacted
 - 249 Kendrick owned by Commonwealth of MA
- Several nearby properties have expressed support as well:
 - 8 Jayne Rd
 - 183, 189, 197, 203, 209, 235, 281 Hunting Road



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

MEETING DATE: 4/27/2021

Agenda Item	Memorandum of Agreement with the Independent Town Workers Association (ITWA)
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board approve and sign a Memorandum of Agreement with the Independent Town Workers Association (ITWA) for fiscal years 2022, 2023, and 2024.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board approve and sign the Memorandum of Agreement with the Independent Town Workers Association (ITWA) for fiscal years 2022, 2023, and 2024.	
3.	BACK UP INFORMATION ATTACHED
a. MOA between the Town and the ITWA b. Collective Bargaining Agreement Summary for Town Meeting	

**Memorandum of Agreement
Fiscal Years 2022, 2023, & 2024**

Agreement is hereby made this ____ day of _____, 2021 by and between the Town of Needham (hereinafter the “Town”) and the Needham Independent Town Workers’ Association, (hereinafter the “Union”). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2021, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2021 through June 30, 2024.
2. The Town will implement a new classification and compensation plan effective July 1, 2021 according to the implementation chart (Attachment A).
3. The base wages shall be amended as follows:

FY23: 1% increase in base wages effective July 1, 2022.
FY24: 2.5% increase in base wages effective July 1, 2023.
4. Amend Article 6 Hours of Work by deleting Section 6.2.6 and inserting a new section as follows:

6.2.6. Employee start times may be scheduled between ~~7:30~~ **7:00** and 9:30 a.m. Employee quit times may be scheduled between ~~3:30~~ **3:00** and 6:00 p.m. Employees may start work between 6:00 a.m. and 7:30 a.m. with written approval of the Town Manager upon written request from the department manager to the Director of Human Resources. Once a time is selected and agreed upon by the employee and manager, it becomes a permanent schedule for that employee and part of the department’s flex-hour schedule to ensure coverage.
5. Amend Article 7 Holidays by deleting Section 7.1 and inserting in place thereof the following:

7.1 Full-time and regular part-time employees shall be granted the following ~~eleven~~ **twelve** and one- half paid holidays each year if actively employed on the occurrence of each holiday: and by adding Juneteenth to the schedule of holidays.
6. Amend Article 12 Authorized Unpaid Leave of Absence by deleting section 12.3 and inserting in place thereof the following:

12.3. Employees granted leaves of absence of more than five days in a calendar month will not be eligible to earn vacation or sick leave credits for that calendar month. Employees granted leaves of absence of **more than** ten (10) days **per fiscal year** shall have longevity **and step increase** eligibility dates adjusted by the number of days equal to the leave of absence.
7. Amend article 15 Military Leave by deleting the number “seventeen (17) and inserting in place thereof the number “forty (40)” as follows:

15.1. Reserve Service A full-time or part-time employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders for a period not to exceed ~~seventeen (17)~~ **forty (40)** days per calendar year; such leave to be with full regular straight-time pay for normally scheduled working hours.

8. Amend Article 29 Miscellaneous Provisions by inserting the words "gender identity" after the words "sexual orientation" as follows:

29.3. Non-Discrimination Neither party will discriminate against any employee or applicant for employment by reason of his or her race, sex, age, color, religion, national origin, sexual orientation, **gender identity** or disability.

9. Amend Article 29 by inserting a new section 29.13 as follows:

29.13 Remote Work Policy

Incorporated herein by reference and considered an integral part thereof is the Town of Needham Remote Work Policy #428, dated February 2021.

Attachment A: Classification and Compensation Plan Implementation Chart

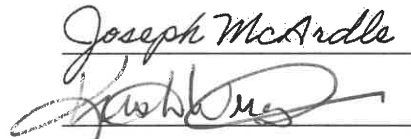
Attachment B: Compensation Schedules

For the Town

Date: _____

Town Manager/Date

For the Union



Date: _____

This agreement shall be executed in one or more counterparts, each of which when so executed shall constitute but one and the same instrument.

Article 1
Special Town Meeting
ITWA Collective Bargaining Agreement

		Amount	Percent
Fiscal Year 2022	0% Base Wage Increase July 1, 2021	\$0	0.00%
	Classification Plan Implementation	\$58,109	1.99%
	Step & Other Increases	<u>\$24,220</u>	<u>0.83%</u>
	Net Total	\$82,329	2.82%
Fiscal Year 2023	1% Base Wage Increase July 1, 2022	\$26,824	0.89%
	Step & Other Increases	<u>\$79,200</u>	<u>2.64%</u>
	Total	\$106,024	3.53%
Fiscal Year 2024	2.5% Base Wage Increase July 1, 2023	\$70,870	2.28%
	Steps & Other Increases	<u>\$66,126</u>	<u>2.13%</u>
	Total	\$136,996	4.41%

Other Provisions

- Clarify Hours of Work Language
- Include State Juneteenth Holiday
- Clarify Unpaid Leave Language
- Update Military Leave Language
- Incorporate Town's Remote Work Policy



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

MEETING DATE: 4/27/2021

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will review articles on the Annual Town Meeting Warrant and the Special Town Meeting Warrant.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Annual Town Meeting Warrant and vote to support (not to support) article _____ in the Special Town Meeting Warrant.	
3.	BACK UP INFORMATION ATTACHED
a. Special and Annual Town Meeting Warrants provided under Separate Cover b. Status of Articles as of 4.21.2021 c. Motion to Amend Article 35 d. Motion to Amend Article 37	

TOWN MEETING

Status of Articles 4.21.21

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
	SPECIAL TOWN MEETING					Rick		
1	Fund Collective Bargaining Agreement - Needham Independent Town Workers				Dan	Rick		
2	Fund Collective Bargaining Agreement – Needham Independent Public Employees Association		Adopt	Adopt	Dan	Rick		
3	Fund Collective Bargaining Agreement – Needham Fire Union	Withdraw			Dan	Rick		
4	Fund Collective Bargaining Agreement – Needham Police Union		Adopt	Adopt	Dan	Rick		
5	Fund Collective Bargaining Agreement – Needham Police Superior Officers Association		Adopt	Adopt	Dan	Rick		
6	Amend the FY2021 Operating Budget		Adopt	Adopt	Matt	Carol		
7	Appropriate for Needham Property Tax Assistance Program		Adopt	Adopt	Matt	Barry		
8	Appropriate for Compensated Absences Fund		Adopt	Adopt	Matt	Rick		
9	Appropriate for Public Facilities Maintenance Program		Adopt	Adopt	Lakshmi	John		
10	Appropriate for Small Repair Grant Program		Adopt	Adopt	Marcus	Josh		
11	Appropriate for Town Network and Internet Control Analysis and Reporting		Adopt	Adopt	Matt	Josh		
12	Appropriate for Planning Consulting Assistance			Not Adopt	Marianne	Carol		Jeanne
13	Appropriate for Public Health Consulting Assistance		Adopt	Adopt	Marianne	Tom		
14	Appropriate for Public Information Officer		Adopt	Adopt	Marianne	Dick		
15	Appropriate for Clinical Support Services for Law Enforcement		Adopt	Adopt	Dan	Louise		
16	Appropriate for National Pollutant Discharge Elimination System (NPDES) Permit Compliance		Adopt	Adopt	Marianne	Dick		

TOWN MEETING

Status of Articles 4.21.21

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
17	Appropriate for Fleet Refurbishment		Adopt	Adopt	Marcus	Dick		
18	Appropriate for Rosemary Dam Decommissioning		Adopt	Adopt	Lakshmi	John		
19	Appropriate for Payment of Unpaid Bills of Prior Years		Adopt	Adopt	Marcus	Carol		
20	Appropriate the FY2022 Operating Budget		Adopt	Adopt	Matt	Carol		
21	Appropriate the FY2022 Sewer Enterprise Fund Budget		Adopt	Adopt	Matt	Josh		
22	Appropriate the FY2022 Water Enterprise Fund Budget		Adopt	Adopt	Matt	Josh		
23	Authorization to Expend State Funds for Public Ways		Adopt	Adopt	Marianne	Josh		
24	Appropriate for Emery Grover Renovation Design	Withdraw			Marianne	John		
25	Appropriate for Preservation of Town Marriage Records		Adopt	Adopt	Lakshmi	Rick	Peter	
26	Appropriate for Town Common Historic Redesign & Renovation		Adopt	Adopt	Matt	Tom	Chris	
27	Appropriate for Fisher Street Trailhead – Construction		Adopt	Adopt	Lakshmi	Tom	Artie	
28	Appropriate for Resurfacing the Synthetic Track at DeFazio		Adopt	Adopt	Matt	Tom	Laura	
29	Appropriate for Mcleod Field Renovation Design		Adopt	Adopt	Matt	Tom	Artie	
30	Appropriate for Trail Identification - Design		Adopt	Adopt	Marcus	Tom	Peter	
31	Appropriate for Town Reservoir Sediment Removal		Adopt	Adopt	Lakshmi	Tom	Paul	
32	Appropriate to Community Preservation Fund		Adopt	Adopt	Marcus	Tom	Rick	
33	Appropriate to Community Preservation Fund Supplement		Adopt	Adopt	Marcus	Tom	Peter	
34	Appropriate for Walker Pond Improvements		Adopt	Adopt	Marianne	Tom		

TOWN MEETING

Status of Articles 4.21.21

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
35	Appropriate for General Fund Cash Capital	Amend	Adopt	Adopt/Amend	Matt	Dick		
36	Appropriate for Public Works Infrastructure		Adopt	Adopt	Matt	Louise		
37	Appropriate for Public Safety Building Construction	Amend	Adopt	Adopt/Amend	Dan	John		
38	Appropriate for Sewer Enterprise Fund Cash Capital		Adopt	Adopt	Dan	Louise		
39	Appropriate for Sewer Main Replacement		Adopt	Adopt	Dan	Dick		
40	Appropriate for Water Enterprise Fund Cash Capital		Adopt	Adopt	Dan	Louise		
41	Appropriate for Water Service Connections		Adopt	Adopt	Lakshmi	Dick		
42	Appropriate to Athletic Facility Improvement Fund		Adopt	Adopt	Marcus	Barry		
43	Appropriate to Workers Compensation Fund		Adopt	Adopt	Lakshmi	Barry		
44	Acceptance of Provisions of M.G.L. Chapter 41 Section 111f – Special Injury Leave Indemnity Fund		Adopt	Adopt	Dan	Rick		
45	Foster Care Transportation Reimbursement		Adopt	Adopt	Marianne	Barry		
46	Special Education Stabilization Fund	Withdraw		Not Adopt	Marianne	Barry		
47	Amend General By-Law – Authorize Town Clerk to Ensure Consistency in Numbering		Adopt	No Position	Marcus			
48	Needham Unite Against Racism Resolution		Adopt	No Position	Marianne	Louise		
49	Citizens' Petition – Storage of Receptacles Used for Household Waste Disposal Pickup at Residential Properties by Commercial Vendors		No position	No Position	Dan	Barry		
50	Omnibus							
	ANNUAL TOWN MEETING							
3	Elected Officials Salaries	Adopt	Adopt	Adopt	Dan	Rick		

TOWN MEETING
Status of Articles 4.21.21

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
4	Revolving Fund Limits		Adopt	Adopt	Lakshmi	Louise		
5	Zoning/HC1			Not Adopt	Marianne	Carol		Adam
6	Zoning/HC1			Not Adopt	Marianne	Carol		Adam
8	Zoning/Citizens Petition			Adopt	Dan	Carol		Jeanne
9	Omnibus							

TOWN OF NEEDHAM

May 1, 2021 Special Town Meeting

The following motion to amend is offered by _____
Signature of Town Meeting Member

ARTICLE 35:

MOVED: that the main motion under Article 35 be amended by deleting the sum “\$3,958,653” and inserting in place thereof the sum “\$3,028,653,” and by deleting the items “Pollard School Feasibility Study \$280,000” and “Ridge Hill Building Demolition \$650,000”

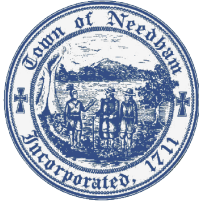
TOWN OF NEEDHAM

May 1, 2021 Special Town Meeting

The following motion to amend is offered by _____
Signature of Town Meeting Member

ARTICLE 37:

MOVED: that the main motion under Article 37 be amended by deleting the sum “\$1,700,000” and inserting in place thereof the sum “\$1,400,000.”

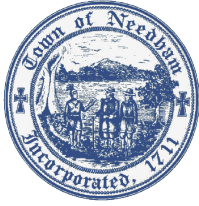


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 04/27/2021

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	

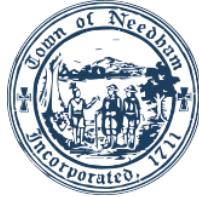


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 04/27/2021

Agenda Item	Committee Reports- Needham Unite Against Racism
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
<i>Ms. Cooley will report on the progress of the Needham Unite Against Racism Working Group.</i>	
2.	VOTE REQUIRED BY SELECT BOARD
3.	BACK UP INFORMATION ATTACHED
(Describe backup below)	
A. NUARI Report to Town Meeting	



TOWN OF NEEDHAM

Needham Unite Against Racism Initiative Interim Report for Town Meeting May 2021

BACKGROUND

Launch of NUARI

In July 2020, the Select Board launched the [Needham Unite Against Racism Initiative](#) (NUARI) to foster a dialogue about racism in Needham and produce actionable strategies to ensure Needham is a welcoming and inclusive community. This included a listening session for community members who wished to share with Town officials their personal experiences with racism in Needham, their concerns, and suggestions for improvement.

This initiative is intended to be an ongoing effort so that together, Town leadership and residents can craft effective solutions to identified challenges. The Town is committed to ensuring that all residents of Needham are safe and free from racism, discrimination, and hate.

In September, the Select Board finalized the charge of the NUARI Working Group and appointed its founding members. In October, Town Meeting Members adopted a resolution (Special Town Meeting Warrant [Article 17](#)) requesting that the Select Board “conduct a review of the effects of systemic racism in Needham and, if warranted, present to the 2021 Annual Town Meeting and subsequent Annual and Special Town Meetings specific warrant articles aimed at improvement.” The Needham Unite Against Racism Initiative is driven by a shared understanding, as reflected in both the NUARI Charge and Article 17, that proactive dialogue and actions are needed to achieve racial equity in Needham. This report aims to provide Town Meeting and the broader Needham community with an overview of NUARI’s progress to date, initial recommendations, and the work that remains ahead.

Working Group Members

Members:

- Ramin Abrishamian, Needham Clergy Association, Needham Diversity Initiative
- Matthew Borrelli, Select Board Vice Chair
- Marianne Cooley, Select Board Member, NUARI Chair
- Natasha Espada, Resident
- Olutoyin Fayemi, MD, Resident
- Vivian Hsu, Resident
- Jen Howard, Needham Human Rights Committee
- Sue Neckes, School Committee
- Marcus Nelson, Needham Human Rights Committee
- Jay Spencer, owner, French Press
- Oluwatoni Ajayi, student (stepped down)
- Dennis Zhang, Resident (stepped down)

Staff:

- Kate Fitzpatrick, Town Manager
- Katie King, Assistant Town Manager/Director of Operations

NUARI Working Group Charge

1. Articulating a recommended vision for racial equity in Needham and guiding principles that will inform future actions.
2. Establishing protocols and practices for getting community feedback, with a specific focus on engaging Black, Indigenous, and people of color (BIPOC), and others who have been marginalized due to their race or ethnicity. Strategies should be identified to keep Needham's racial equity work informed by BIPOC input but owned by Town leadership and the broader community.
3. Setting up communication structures to ensure the sustainability and accountability of the Initiative.
4. Discussing and prioritizing other recommendations that have been submitted to the Select Board.
5. Making recommendations to the Select Board about future action.

WORK TO DATE

The NUARI Working Group has met 2 - 3 times per month since convening in October 2020. Members dedicated a significant amount of time to completing the first item of their charge: "Articulating a recommended vision for racial equity in Needham and guiding principles that will inform future actions." (see page 4 and Appendix A)

NUARI members were also asked to identify key areas of focus, which they ranked in this priority order:

- Policing
- Schools
- Housing
- Diversity on Town Boards and Committees
- Neighbor Interaction
- Interaction with Local Businesses
- Diversity of Town Staff

These priority areas informed subsequent meeting agendas, presentations, and discussion topics. Content experts from Town departments and the Needham Public Schools presented to the NUARI Working Group to provide foundational knowledge about their work and existing diversity, equity, and inclusion (DEI) initiatives. The NUARI Working Group was provided with relevant documents, resources and links to existing studies including the Needham Public Schools Equity Audit, Attorney Natasha Tidwell's Investigative Report of the Needham Police Department, and the Town of Needham's Housing and Zoning Analysis (see Resources, page 8). These meetings launched the start of ongoing dialogues between NUARI members and municipal leaders about additional actions that may be needed to

achieve our vision for racial equity. Those conversations have informed the recommendations included in this report and will serve as the basis for future discussions over the next year.

Beyond the concrete deliverables outlined in this report, the members of the NUARI Working Group have committed themselves to building relationships with one another and fostering an environment where members can openly and productively grapple with the real impacts racism has had on individual members of the Needham community and on the town, as a whole. NUARI Members have shared personal experiences, asked questions to better understand different perspectives, and modeled how to meaningfully engage in this uncomfortable but necessary dialogue. The hallmark of NUARI's work has been the candor, respect, and appreciation members have shown one another throughout this process.

Meetings

NUARI Working Group members were asked to identify priority areas of focus, which informed the meeting agendas, presentations, and discussion topics:

- [10/20/2020](#): Overview of NUARI and the Working Group; Discussion of Operational Questions
- [11/09/2020](#): Survey Results for Priority Areas of Interest; Discussion of Facilitator for Vision Planning
- [11/16/2020](#): Vision Setting Session 1 with Lisa Smith-McQueenie, facilitator
- [12/07/2020](#): Vision Setting Session 2
- [12/21/2020](#): NPS REAL Coalition presentation with Dan Gutekanst, Superintendent of Schools, Mary Lammi, Assistant Superintendent for Student Support Services, and Joanne Allen-Willoughby, Needham METCO Director.
- [01/04/2021](#): Vision Setting Session 3
- [01/11/2021](#): Law Enforcement Session 1: Discussion with Police Chief John Schlittler; Vision Setting Session 4
- [01/25/2021](#): Public Listening Session 1
- [02/08/2021](#): Vision Setting Session 5; Final vote on Vision Statement
- [02/22/2021](#): Discussion of Guiding Principles; Zoning and Housing Session, Lee Newman, Director of Planning and Community Development, and Karen Sunnarborg, Community Housing Specialist
- [03/08/2021](#): Town of Needham & Needham Public Schools Staff Diversity, Equity and Inclusion Efforts with Rachel Glisper, Town of Needham Director of Human Resources, and Alexandra Montes McNeil, NPS Assistant Superintendent for Human Resources; Discussion on Diversity of Town Boards and Committees.

- [03/22/2021](#): Final Vote on Guiding Principles; Law Enforcement Session 2: Discussion on Attorney Natasha Tidwell Report with Chief John Schlittler and Lt. Chris Baker
- [03/29/2021](#): Discussion of Draft Town Meeting Report; Planning for Public Listening Session
- [04/12/2021](#): Public Listening Session 2
- 04/26/2021: Final Vote on Town Meeting Report
- May and June 2021: Mapping Next Steps

Vision Setting Process

The Town partnered with Lisa M. Smith-McQueenie, an independent consultant who specializes in community culture, diversity, equity, and inclusion work, to facilitate NUARI's vision setting process. Ms. Smith-McQueenie is an experienced trainer, facilitator, and practiced leader oriented to integrating theory and practice. She holds a Master of Arts in Experimental Psychology from Northeastern University and has held numerous roles at Simmons University including Assistant Vice President, Organizational Culture, Inclusion, & Equity and Associate Dean for Student Life. She facilitated more than 10 hours of discussion, resulting in NUARI's recommended vision statement, guiding principles and intentional practices.

Members of NUARI agreed that a vision statement and guiding principles on racial equity are intended to help make decisions and align goals and actions with the community's values. It should be heavily informed by communities of color who have been impacted by institutional and structural racism. After discussion, NUARI agreed the shared vision statement should include the following characteristics:

- it is where you want to be (as a community)
- it is aspirational and inspirational
- it describes an outcome that is meaningful, believable, and relevant.

The visioning process included electronic communication and in-person sessions via Zoom.

- Sending a pre-survey completed by NUARI working group members individually
- Facilitating sessions which included the following:
 - Confirming working group agreements.
 - Distinguishing among vision, mission, strategy, and goals/objectives.
 - Establishing a shared language bank, vocabulary, or glossary of terms.
 - Discussing emerging themes and identifying focus areas.
 - Reviewing and analyzing sample statements, drafts, and formats.
 - considering values and guiding principles.
- Hosting a public listening session on 1/25/2021.
- Reviewing public feedback received from session, emails, and previously published survey.
- Making edits and revisions.

The final vision statement, guiding principles, and intentional practices were adopted by the NUARI Working Group on March 22, 2021 and by the Select Board on March 23, 2021. **See Appendix A.**

KEY TAKE-AWAYS & INTERIM RECOMMENDATIONS

Since October, NUARI received presentations from Town staff in each of the key areas and reviewed relevant documents and resources. This informed the Working Group's discussions and their identification of the take-aways and interim recommendations listed below. This is not an exhaustive or final list. It is a work in progress, as NUARI continues to learn, engage with key stakeholders, and get additional community input.

The recommendations below are framed as actions that *should* be taken. This is in recognition that, within the formal structures of our local government, there are many individuals and entities that have formal jurisdiction over this work. Through this report and its future work, the NUARI Working Group aims to provide a framework for how to improve racial equity in Needham and to create the conditions where others within and outside of Town government will be willing, proactive, and dedicated partners in this work. NUARI will continue its work over the next year to recommend initial strategies, goals, and objectives as well as institutional owners for each area of prioritized work.

General

Recommendations: The Town should...

- Submit a resolution requesting that Town Meeting adopt Needham's vision statement for racial equity at the May 2021 Special Town Meeting.
- Forward the vision statement and guiding principles to all Needham Boards and Committees for their consideration and integration into their goals.
- Encourage Needham non-profit organizations, civic groups, and businesses to adopt the vision statement.
- Include a question in its bi-annual Town survey to gauge residents' perceptions of how welcoming and inclusive the Needham community is.

Boards and Committees

Key Take-Aways

- Town Board and Committee members volunteer their time and skills to solve complex issues and recommend policy that helps to shape the Needham community.
- The Town Charter details which Board and Committee members are to be elected or appointed and who has appointment authority. Many appointed positions are under the authority of the Select Board or the Town Moderator.
- While the Town has not collected uniform demographic data to date, historically the majority of elected and appointed members have been White. The proportion of representation by gender varies by Committee.

Recommendations: The Town should...

- Make intentional efforts and identify creative ideas for community outreach to diversify the candidate pool for all appointed Boards and Committees.
- Identify strategies and partners to encourage diverse candidates to run for elected office.
- Measure efforts and progress on efforts to make Boards and Committees more diverse.

The Community

Key Take-Aways

- There are several formal and informal affinity groups in Needham that bring together people with shared identities or interests, but not all identities (e.g. culture, race, ethnicity, religion) have an existing affinity group.
- Needham has many community-based organizations and initiatives that are focused on diversity, equity, and inclusion broadly, and racial equity specifically.
- The Town of Needham has a vital role in advancing our shared vision for racial equity, but cannot be successful alone. Achieving this vision will require the engagement of Needham residents, businesses, and organizations in partnership with our schools and government.

Recommendations: The Town should identify partners and opportunities to...

- Develop a discrimination complaint process and provide forums where individuals feel comfortable discussing their concerns related to diversity, equity, and/or inclusion.
- Provide educational opportunities and community dialogues on the history of racism in America and other topics on equity.
- 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.
- Host and promote cultural events and celebrations to be welcoming and inclusive of all cultures and backgrounds.
- Increase, encourage and assist minority-owned businesses.
- Provide education to local businesses about the negative experiences of Black, Indigenous and people of color (BIPOC) individuals in local businesses and ways to improve.
- Strengthen the network of those engaged in this work including but not limited to the faith community, the business community, hospitals, colleges, civic and community organizations, and neighboring municipalities.

Housing

Key Take-Aways

- The Town of Needham faces increasing housing demand and rising costs due in part to Needham's location as an inner suburb of Boston with four commuter rail stations, an excellent school system, and limited available land. Despite intense market pressures, the Town has made progress in promoting greater diversity and affordability of its housing stock including:
- *Increasing supply of affordable housing* -- The Town's supply of affordable housing has increased markedly over the years and has surpassed the 10% affordability threshold under Chapter 40B, now at 12.7%.
- *Further diversifying the housing stock with more rental housing* – While single-family homes have predominated Needham's housing market, almost one thousand units of new rental housing has been built in the recent past with one-quarter being affordable.
- *New funding to help existing owners and renters* – The Town has launched the Small Repair Grant Program for qualifying homeowners in making important health and safety improvements

and the Emergency Rental Assistance Program to assist tenants who have lost income due to COVID-19 in covering part of their rent and avoid eviction.

- *Less restrictive zoning* – Almost half of the Town’s land area is zoned for 10,000 square foot lots, relatively rare in other suburbs where large-lot zoning predominates.
- *Promotion of mixed-use, mixed-income and multi-family housing* – The Town has established special overlay districts to encourage the development of mixed residential and commercial uses at a denser scale in appropriate locations. These districts mandate the inclusion of affordable housing.

Recommendations: The Town should...

- Create pathways for racially and economically diverse neighbors to buy and rent homes in Needham.
- Set new goals related to affordable housing, and identify strategies to achieve them now that Needham has surpassed the 10% threshold under MGL Chapter 40B.
- Evaluate and prioritize policies and programs for encouraging the development of housing for individuals and families across all affordability levels, with a particular focus on those earning less than 80% of the Area Median Income.
- Identify and address any barriers to fair housing in Needham.

Policing & Law Enforcement

Key Take-Aways

- The Needham Police Department places a significant focus on ongoing training to improve themselves, the department, and to ensure everyone’s safety. Every officer goes through a 26-week Recruit Academy Training followed by an internal 12-week field training program. This includes reviewing Standard Operating Procedures and being shadowed by a plain clothes officer to monitor how the recruit operates in the field. An additional 40-hours of professional development is required each year by the Commonwealth. Some of these trainings include de-escalation, defensive tactics, use of force, implicit bias, firearms, active shooter, and taser training. The Police Chief and Lieutenants collect and monitor data relative to officer actions, and can require supplemental training to address areas of concern.
- Hiring and promotions within NPD are dictated by Civil Service. The Town has asked the Civil Service Bureau for lists of diverse candidates in the past, but have been denied. It remains a Town priority to leave the Civil Service system to increase the ability to diversify the Police Department.
- NPD aims to be a community partner, not solely an enforcement agency. They have forged strong partnerships with the Needham Public Schools, the Needham Housing Authority, the Needham Department of Health and Human Services and others. NPD officers serve on the Domestic Violence Action Committee, the Human Rights Committee, the Coalition for Suicide Prevention, and the Community Crisis Intervention Team.
- The Needham Police Department identified building trust, legitimacy, and communication with the community as a priority. The Chief identified areas for improvement including working with community members so they have a better understanding of the “why” behind certain police

actions and creating opportunities to hear from community members about their personal experiences interacting with law enforcement and the impact it has had on them.

Recommendations: The Town and Needham Police Department should...

- Meet regularly with stakeholder groups and communities of color to build mutual trust and respect.
- Work with stakeholders to sponsor a series of conversations between the public and police officers, including especially BIPOC individuals, to build relationships and a stronger understanding of different perspectives and lived experiences.
- Find ways to educate the public on the role of police officers, such as through a Citizen Academy.
- Emphasize training on mental health issues, threshold inquiries, de-escalation techniques and the impact of implicit bias on policing. Further de-escalation training in non-life-threatening conditions should also be considered.
- Prioritize leaving Civil Service to gain greater flexibility within the hiring and promotional process to achieve a more diverse department which reflects our broader community.
- Implement all local components of the new state police reform law once additional guidance is made available. Following that, the Select Board should identify if any local policies or practices warrant additional review or changes or whether additional reforms should be made.
- Review the Use of Force Policy after the POST Commission issues the model policy and determine whether NPD's policy should include a stronger focus on de-escalation.
- Have the Select Board serve as the oversight body of the Needham Police Department until the POST Commission role is defined.
- Report regularly and make publicly available key enforcement data, broken down by race, gender and residency, to identify potential disparities and monitor trends over time.
- Support funding for a regional collaboration with the Needham Police Department, Dedham Police Department, and Riverside Community Care to provide clinical support services for individuals with mental illness, co-occurring substance use disorders and trauma histories who might otherwise become incarcerated (see May 2021 Special Town Meeting Warrant Article 15).

Schools

Key Take-Aways

- The Needham Public Schools' Race, Equity, Access, Leadership (REAL) Coalition provides leadership and guidance on eliminating barriers to racial equity and supporting the advancement of all learners in the Needham Public Schools. The coalition was formed in 2018 and includes district leaders, school leaders, teachers, parents, community members, and students. REAL focuses on (1) policies and practices, (2) curriculum & instruction, (3) professional learning, (4) hiring and employment practices, (5) culture and climate, and (6) communications and community engagement.
- Recent equity accomplishments across the Needham Public Schools includes an Elementary Racial Literacy Task Force, Middle School Social Justice League & Launching Scholars Program, High School Castle Scholars Program, Portrait of a Needham Graduate and Courageous

Conversations on Race, a full-year NHS course where juniors and seniors apply what they learn about how racism operates on a systemic level, both in our society and in the schools.

- NPS has a written protocol for how to respond to an act of bias or hate in the schools. The District includes clear race equity goals in school improvement plans that are presented to the School Committee. The District's evaluation system also assesses teachers, principals, and superintendents on their progress in being culturally responsive.

Recommendations: The Town and the Needham Public schools should...

- Collaborate to determine how NUARI and the REAL Coalition can be complementary partners, including ongoing communication and coordination strategies.
- Continue to support the development of curriculum and programs that further promote diversity, equity, and inclusion at all grade levels.
- Continue to use the Portrait of a Needham Graduate Strategic Framework to guide decision making and planning around DEI program development, budgets, staffing, data collection, and accountability.
- Identify what community-based equity work is needed to better support the school district.
- Explore opportunities for ongoing community engagement including but not limited to Voices in Unity, a regular convening of equity-focused groups in Needham hosted by the school district.
- Identify opportunities for collaboration and communication with private and parochial schools regarding diversity, equity, and inclusion initiatives.

Staffing

Key Take-Aways

- The Human Resources Departments for both the Town of Needham and the Needham Public Schools are making concerted efforts to hire and retain diverse talent. The Town has purchased applicant tracking software that can hide personally identifiable information from applications, eliminating bias early in the hiring process. The School Department has explored new and creative ways to get job postings to a wider audience, including utilizing Handshake, a job posting software used extensively by colleges and universities to recruit recent graduates.
- There are robust efforts to provide professional development opportunities for all staff around cultural competency, workplace inclusion, and reducing implicit bias. NPS is identifying the skills and competencies required to achieve the strategic vision set forth in The Portrait of a Needham Graduate and aligning this with professional development opportunities and staff evaluations.
- The Town and Schools have partnered to launch Stronger Together, the first joint Employee Resource Group, created for BIPOC employees to have a safe place to share experiences in Town and to discuss ways to drive change towards equity. The Park & Recreation Department has also partnered with the METCO Program to promote hiring at the Pools at Rosemary and summer programs.

Recommendations: The Town and NPS should...

- Identify and implement strategies to hire, support and retain diverse staff at every level of the organization.

- Measure their efforts to recruit and retain BIPOC individuals and provide annual updates on progress.
- 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.
- Analyze the pilot year of the METCO/Park & Recreation summer jobs partnership to identify opportunities for improvement and expansion.

NEXT STEPS

NUARI members have articulated a vision statement for racial equity (charge #1) and have begun making recommendations for future action (charge #4 and #5). The Working Group is intended to be temporary in nature. However, the work to achieve racial equity is long term and will only be successful if recommended actions are integrated throughout the Town's structures of governance and broadly embraced by the community. In the coming months, NUARI members will explore how to meaningfully engage and incorporate the input of those who have been marginalized due to their race or ethnicity (charge #2) and how to set up structures to ensure the sustainability and accountability of this initiative (charge #3). The NUARI Working Group will produce a second report upon the completion of this work.

Status of Charge

1. Articulating a recommended vision for racial equity in Needham and guiding principles that will inform future actions. (**COMPLETED**)
2. Establishing protocols and practices for getting community feedback, with a specific focus on engaging Black, Indigenous, and people of color (BIPOC), and others who have been marginalized due to their race or ethnicity. Strategies should be identified to keep Needham's racial equity work informed by BIPOC input but owned by Town leadership and the broader community. (**UPCOMING WORK**)
3. Setting up communication structures to ensure the sustainability and accountability of the Initiative. (**UPCOMING WORK**)
4. Discussing and prioritizing other recommendations that have been submitted to the Select Board. (**IN PROCESS**)
5. Making recommendation to the Select Board about future action. (**IN PROCESS**)

RESOURCES

General

- [NUARI Webpage](#)
- E-mail address: NUARI@needhamma.gov
- [YouTube Recordings of NUARI Meetings](#)
- [Needham Human Rights Committee](#)
- [Select Board FY2021-FY2022 Goals](#)
- Adopters of Vision Statement

Housing

- [Town of Needham Housing and Zoning Analysis, Feb. 2021](#)

Policing

- [2018-2020 Needham Police Department Enforcement Data](#)
- [Police Policies, Procedures, and Information of Interest](#)
- [Attorney Tidwell Investigative Report](#)

Schools

- [NPS REAL Coalition](#)
- [NPS Diversity, Equity, and Inclusion website](#)
- [Needham Public Schools Equity Audit](#)

APPENDIX A

A RACIAL EQUITY STATEMENT FOR THE TOWN OF NEEDHAM...

Needham will be a community free of racism, racial bias, prejudice, and discrimination. Our residents, schools, businesses, organizations, and government will work together to identify barriers to racial equity and create solutions, opportunities, resources, and support for removing them.

1. We will work collaboratively and democratically toward a just, equitable, antiracist community.
2. We will work to identify and change current policies, procedures, practices, and cultural norms in Needham that prevent meaningful access to opportunities because of race.
3. We will create opportunities for the community to confront unpleasant truths and seek solutions that always amplify values of racial equity.
4. We will intentionally create spaces for respectful dialogue and difficult conversations toward racial amity.
5. We will actively engage with those who feel the impact of racism most directly, seeking their input, guidance, and honoring the wisdom of their experience.
6. We will commit as individuals to be intentional in our efforts to learn and practice anti-bias and antiracism, transforming our thinking, attitudes, and behaviors.

GUIDING PRINCIPLES...

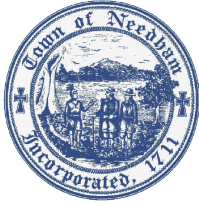
1. Racial equity in Needham means that the experiences of people of color are the same as those of the white majority – from day to day interactions, housing opportunities, interactions with the police and other first responders, employment, and educational opportunities, etc. On the path to racial equity...
 - a. People of color will see others of color in leadership roles in government, business, the school system, and civic groups.
 - b. Our community will have opportunities to learn a more complete version of American history and its relevance to today's challenges.
 - c. Students in schools will experience equity with regard to all aspects of their education (e.g. placement, acknowledgement, recognition, engagement, discipline, curriculum, and co-curricular involvement).
 - d. People of color will feel safe, validated, and treated equitably with respect to public safety (e.g. arrests, use of force, motor vehicle stops, traffic infractions, handcuffing, and criminal applications).
 - e. People of color will feel safe, validated, included, and treated equitably in all Town-related activities (e.g. town meeting/government, services, and events).
 - f. In the decision making process, the voices and experiences of people of color will be honored and respected as valid (e.g. equity in hiring, engagement and promotion, programs and events are inclusive and equity minded, intentional anti-bias efforts are employed in all considerations).
 - g. All races will want to live here – Needham will be a desirable community for everyone. The town will take proactive measures to support a more racially and economically

diverse and inclusive population (e.g. housing access, mixed income, and diversity of housing stock).

2. A healthy and equitable community recognizes the harm created by implicit bias, intolerance and racism and strives to embrace diversity and inclusion by using a racial equity lens to promote anti-racist behaviors and attitudes in all aspects of civic and inter-personal living.
3. We value lifelong/ongoing self and group learning and critical social analysis to acknowledge and to further understand the dominance of white culture and privilege throughout US history, and the importance of disrupting racial structures that perpetuate it.
4. Becoming anti-racist means that we must tackle our own implicit bias, intolerance, and discriminatory lenses - thus, bringing about restorative justice, healing, and reconciliation to truly bring together the community we live in.
5. All members of the community commit to engaging with good will and respect in order to repair and build healthy relationships.

**SUPPORTING THE FOLLOWING INTENTIONAL PRACTICES WILL HELP NEEDHAM
REALIZE THE VISION FOR RACIAL EQUITY...**

1. Seek to increase interactions and create/cultivate friendships across and among the various groups
2. Commit to self-education to have a better understanding of and be more informed about race, racism, racial equity, race amity, and race relations.
3. Foster safe environments for, and listen to residents who are, directly affected by racism and racial inequities.
4. Engage in meaningful and productive conversations on racial issues with town/community members.
5. Support those services, materials, expertise, scholarships, and organizations that advocate for racial equity.
6. Stand up, speak out, and act against racism and racial injustice.
7. Encourage vision, transformation and advocacy anchored in democratic action.
8. Encourage and build public understanding of the need to eliminate racial injustice.



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

MEETING DATE: 04/27/2021

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

Town of Needham
Select Board
Minutes for Tuesday, April 6, 2021
<https://us02web.zoom.us/j/89093905788>

6:00 p.m. Call to Order:

A meeting of the Select Board was convened by Chair Maurice P. Handel. Those participating were Matthew D. Borrelli, Marianne B. Cooley, Daniel P. Matthews, John A. Bulian, and Town Manager Kate Fitzpatrick. In addition to the Select Board Dave Davison, ATM/Finance, Katie King, ATM/Operations, and Sandy Cincotta, Support Services Manager also participated. Recording Secretary Mary Hunt recorded the meeting remotely.

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

Motion by Mr. Bulian that this meeting be continued to the Select Board's next scheduled meeting on Wednesday, April 14, 2021, if a technical problem develops that makes it impossible for the Select Board to conduct the meeting in this format.

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

6:01 p.m. Approval of the Sale of Bonds and Notes:

David Davison, Assistant Town Manager/Finance and Evelyn Poness, Town Treasurer/Collector reviewed the results of the sale of bonds which included refunding bonds, the sale of a note, and discussed future borrowings.

Mr. Davison noted the bonds were for financing several projects, most notably the Public Safety Complex, public works infrastructure, and storage facility (Jack Cogswell Building). He said the Board's approval was sought in refunding bonds, i.e. refinancing outstanding debt to secure lower debt costs without extending the life of the loans. Mr. Davison commented the Board approved the action on February 23, 2021, noting the refunding portion of the bond issue is resulting in a savings of 9.7% for the Town and taxpayers. Mr. Davison commented on a short-term bond anticipation note financing a number of projects now under way and paying down other projects more quickly than planned. He noted the benefits include lower interest expense and greater flexibility in "out years." He asked for

the Board's approval, as well as a reduction in the amount of principle the Town borrowed (approximately \$1.6 million) for the Public Safety project. He commented on Needham's AAA rating from Standard and Poor's.

It was noted Theodora Eaton, Town Clerk attended the meeting as witness.

Motion by Mr. Bulian that the Select Board vote to approve Motions A through L:

Motion A

Move that in order to reduce interest costs, the Treasurer is authorized to issue refunding bonds, at one time or from time to time, pursuant to Chapter 44, Section 21A of the General Laws, or pursuant to any other enabling authority, to refund all or a portion of the Town's (i) General Obligation Municipal Purpose Loan of 2009 Bonds dated June 1, 2009 maturing on June 1 in the years 2023 through 2028 (inclusive), (ii) General Obligation Municipal Purpose Loan of 2010 Bonds dated June 15, 2010 maturing on December 1 in the years 2021 through 2024 (inclusive), and (iii) General Obligation Municipal Purpose Loan of 2011 Bonds dated June 1, 2011 maturing on October 1 in the years 2021 through 2028 (inclusive) (collectively, the "Refunded Bonds") and that the proceeds of any refunding bonds issued pursuant to this vote shall be used to pay the principal, redemption premium, if any, and interest on the Refunded Bonds and costs of issuance of the refunding bonds.

Motion B

Move that the sale of the \$24,075,000 General Obligation Municipal Purpose Loan of 2021 Bonds of the Town dated April 14, 2021 (the "Bonds"), to Fidelity Capital Markets, a division of National Financial Services LLC at the price of \$26,463,152.81 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on July 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2021	\$4,180,000	5.00%	2031	\$830,000	3.00%
2022	1,540,000	5.00	2032	830,000	2.00
2023	1,545,000	5.00	2033	830,000	2.00
2024	1,480,000	5.00	2034	830,000	2.00
2025	1,420,000	5.00	2035	830,000	2.00
2026	1,425,000	5.00	2036	830,000	2.00
2027	1,335,000	5.00	2037	830,000	2.00
2028	1,200,000	5.00	2038	830,000	2.00
2029	830,000	5.00	2040	1,650,000	2.00
2030	830,000	3.00			

Motion C

Move that the Bonds maturing on July 15, 2040 (the “Term Bond”) shall be subject to mandatory redemption or mature as follows:

Term Bond due July 15, 2040

<u>Year</u>	<u>Amount</u>
2039	\$825,000
2040 (maturity)	\$825,000

Motion D

Move to approve the sale of a \$730,485 0.50 percent General Obligation Bond Anticipation Note of the Town dated April 15, 2021, and payable June 15, 2021 (the “Note”), to Century Bank and Trust Company at par and accrued interest, if any.

Motion E

Move that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated March 23, 2021, and a final Official Statement dated March 30, 2021 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Motion F

Move that in connection with the marketing and sale of the Note, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated March 23, 2021, and a final Official Statement dated March 30, 2021, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Motion G

Move that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Motion H

Move to authorize the execution and delivery of a Refunding Escrow Agreement to be dated April 14, 2021, between the Town and U.S. Bank National Association, as Refunding Escrow Agent.

Motion I

Move that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Motion J

Move that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and Note and to comply with relevant securities laws.

Motion K

Move that any certificates or documents relating to the Bonds and the Note (collectively, the “Documents”), which Documents have been provided to us by email, may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Motion L

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

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

The Board thanked Mr. Davison and finance staff for their hard work.

6:11 p.m. Appointments and Consent Agenda:
Motion by Mr. Bulian that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA *=Backup attached

- 1. Accept the following donation made to the Vietnam Veterans Memorial Maintenance Donation Fund: \$50 from Beth Shalom Garden Club.**
- 2.* Approve the minutes of March 5, 2021 (Open Session and Executive Session), March 9, 2021 (Executive Session), March 16, 2021 (Open Session and Executive Session), March 17, 2021 (Open Session and Executive Session), March 23 (Open Session and Executive Session).**

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

6:12 p.m. Town of Needham Classification and Compensation Study:
Joellen Cademartori, GovHR USA, Rachel Glisper, Director of Human Resources, and Chuck Murphy-Romboletti, Assistant Director of Human Resources provided the Board with the results of the Town of Needham Classification and Compensation Study that has been on-going for the past several years.

Ms. Glisper commented on the recent completion of the Town's Classification and Compensation Study, and introduced Ms. Cademartori, GovHR USA to discuss the study.

Ms. Cademartori thanked Town staff for their hard work and cooperation, noting the study began a while ago and was interrupted by the pandemic. She gave an overview of the study and a PowerPoint presentation was viewed titled "Town of Needham, Classification and Compensation Study, Final Report, March 2021." Ms. Cademartori commented on the scope of work, job evaluation and classification plan, salary information, and implementation of the plan and recommendations.

Mr. Handel asked the Board for questions and comments.

Mr. Borrelli noted the compensation figures will shift upward in many instances, and asked how long it will take for the Town budget to reflect the changes if the plan is adopted? Ms. Fitzpatrick said it will be a gradual process and could take several years depending on the employee and current salary.

Mr. Matthews clarified the study was conducted for personnel under the direction of the Town Manager including non-uniformed personnel of the Police and Fire Departments, not School personnel or uniformed members of the Police and Fire departments. He asked about the Executive Secretary for the Finance Committee, noting it is the one position on the Town side that does not answer to the Town

Manager. Ms. Fitzpatrick said a recommendation is forthcoming on the position. Mr. Matthews asked if communities, once they have a plan, follow through and stick with it? Ms. Cademartori said “yes, absolutely,” noting Needham is well prepared to manage the plan.

Ms. Fitzpatrick said over the past decades, the Town has performed classification and compensation studies, but the last full-scale study was completed in the 1980’s. She commented on position and salary grade rankings.

Ms. Cooley asked if there is a sense of how many people are below the bottom of the scale and above the top of the scale? Mr. Davison said approximately a half dozen positions were above the salary range of what the study suggested and approximately a dozen positions are below the suggested minimum range. Mr. Davison said implementation of the plan will begin on July 1, 2021, noting unionized positions are subject to collective bargaining.

Mr. Handel asked how employees usually accept changes. Ms. Cademartori said that it is mixed, but most employees are satisfied. She said, however, there are times when there may be an adverse effect.

Ms. Fitzpatrick noted the Personnel Board voted to support the recommendations.

Motion by Mr. Bulian that in accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and Personnel Board, adopt the classification and compensation report, subject to collective bargaining as appropriate.

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

6:40 p.m. Committee Reports:
Ms. Cooley reported the Needham Unites Against Racism Initiative (NUARI) working group will hold a public hearing on Monday, April 12, 2021 at 6:00 p.m. and is seeking input on the interim draft report to Town Meeting, as well as its vision and guiding principles that Town Meeting will be asked to endorse.

6:41 p.m. Executive Session: Exception 3 - Potential Litigation and Collective Bargaining
Mr. Handel noted the posted agenda was revised to include tonight’s Executive Session and that the Board did not have knowledge of the topic 48 hours in advance of the meeting. He said discussing the matter is necessary and cannot wait until the next regularly scheduled Select Board meeting. He asked for a motion to go into the Executive Session.

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

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

Not to return to open session prior to adjourning.

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

It was noted this is Mr. Bulian's last public vote, as he is retiring from the Select Board after 18 years of service to the Town. The Board congratulated Mr. Bulian and wished him well.

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

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

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Katherine Jacques
Title/ Position	Registrar
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Town Clerk's Office
Agency Address	1471 Highland Avenue
Office phone:	781-455-7500 x216
Office e-mail:	
	Check one: ☐ Elected or ☒ Non-elected
Starting date as a municipal employee.	
BOX # 1 Select either STATEMENT #1 or STATEMENT #2. Write an X beside your financial interest.	ELECTED MUNICIPAL EMPLOYEE I am an elected municipal employee . ☐ STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR ☐ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: ☐ I have a non-elected, compensated municipal employee position. ☐ A municipal agency has a contract with me. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ☐ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 Select either STATEMENT #1 or STATEMENT #2.	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE I am a non-elected municipal employee . ☒ STATEMENT # 1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

Write an X beside your financial interest.	My financial interest in a municipal contract is: ☐ A municipal agency has a contract with me, but not an employment contract. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. -- OR -- ☒ STATEMENT # 2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: ☒ I have a non-elected, compensated municipal employee position. ☐ A municipal agency has a contract with me. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ☐ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
FINANCIAL INTEREST IN A MUNICIPAL CONTRACT	
Name and address of municipal agency that made the contract	Administrative/Office Support Specialist I Office of the Town Manager, 1471 Highland Avenue
Please put in an X to confirm these facts.	"My Municipal Agency" is the municipal agency that I serve as a municipal employee. The "contracting agency" is the municipal agency that made the contract. ☒ My Municipal Agency is not the contracting agency. ☒ My Municipal Agency does not regulate the activities of the contracting agency. ☒ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. ☒ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU. - Please explain what the contract is for. Assist with day door monitor duties for Town Hall during COVID-16 restrictions.
FILL IN THIS BOX OR THE BOX ABOVE	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY. - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

What is your financial interest In the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. \$20.65 / hour
Date when you acquired a financial interest	Friday, April 30, 2021
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. None
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	FOR A CONTRACT FOR PERSONAL SERVICES – Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency). I will have a contract with a municipal agency to provide personal services. __X__ The services will be provided outside my normal working hours as a municipal employee. __X__ The services are not required as part of my regular duties as a municipal employee. __X__ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Sandra Cincotta
Title/ Position	Support Services Manager
Municipal Agency:	Town of Needham
Agency Address:	1471 Highland Avenue Needham
Office Phone:	781-455-7500 x204
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	Matthew D. Borrelli
Title/ Position	Chair, Select Board
Agency Address:	Needham Town Hall 1471 Highland Avenue Needham
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

**Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.**