

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

Pursuant to Chapter 22 of the Acts of 2022, meetings of public bodies may be conducted virtually provided that adequate access is provided to the public.

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

<https://us02web.zoom.us/j/83097722481?pwd=UlhMRkRtL29JdXhlcVcxaktuTVBKdz09>

Passcode: 169306

One tap mobile: +13126266799,,83097722481#

Webinar ID: 830 9772 2481

	6:00	Public Comment Period Citizens are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board’s policy on public participation in meetings can be found here .
1.	6:00	Public Hearing: Alteration of Premises for an All-Alcohol License in a Hotel – Needham Food and Beverage, LLC d/b/a The Heights • Brian Hughes, Applicant Counsel
2.	6:00	Public Hearing: Application for a Transfer of an All-Alcohol License – Needham Center Fine Wines • Benjamin Levin, Applicant Counsel • Viralkumar Patel, Proposed Manager
3.	6:00	Public Hearing: Tax Classification • Board of Assessors • Melissa Motta, Director of Assessing • David Davison, Assistant Town Manager/Director of Finance
4.	7:00	Town Manager • Appointment Protocol • Capital Policies Update • Preliminary FY2024 – FY2028 Capital Improvement Plan • Review Budget Priorities

		Town Manager Report
5.	7:30	Board Discussion - Report of Goal Progress - Committee Reports

APPOINTMENTS

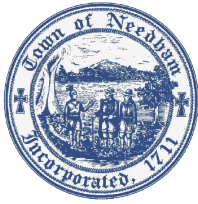
1.	Topher Cox	Needham Council on Arts and Culture Term Exp: 6/30/2025
2.	Kavita Deodhar	Needham Council on Arts and Culture Term Exp: 6/30/2025
3.	Stephen Dornbusch	Needham Council on Arts and Culture Term Exp: 6/30/2024
4.	Heidi Frail	Council of Economic Advisors Term Exp: 6/30/2025
5.	Polina Safran	Conservation Commission Term Exp: 6/30/2023
6.	Susan Welby	Active Recreation Areas Working Group Term Exp: 6/30/2023

CONSENT AGENDA *=Backup attached

1.*	Approve a request from Emma Bagnell, Race Coordinator for the Great Bear Run to hold the race in Needham. The event is scheduled for Sunday, May 21, 2023. The route of the race has been approved by the following Town departments; DPW, Police, Fire and Park & Recreation.
2.	Approve for calendar year 2023 requests for license renewals of Restaurant – All Alcoholic Licenses for each of the following establishments (subject to receipt of required completed paperwork): - Bertucci's Restaurants, LLC d/b/a Bertucci's - Blue Restaurant Needham LLC d/b/a Blue on Highland - Capella LLC d/b/a Cappella - Ceed Corp d/b/a Cook Needham - Fu Yuan, Inc. d/b/a Fuji Steak House - Sol Soul Family Foods, LLC d/b/a Hearth Pizzeria - Poet King Restaurant Group LLC. d/b/a Hungry Coyote - Latin-A Group LLC d/b/a Latina Kitchen and Bar - SAI Restaurants, Inc. d/b/a Masala Art - New Garden, Inc. d/b/a New Garden Restaurant - Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria - Spiga, LLC d/b/a Spiga - Eat Farmhouse LLC d/b/a The Farmhouse - Henry Hospitality Inc. d/b/a The James - Fusion Cuisine, Inc. d/b/a Gari - Low and Zhang Co. d/b/a Mandarin Cuisine Locus - Needham Food and Beverage LLC d/b/a The Heights

3.	Approve for calendar year 2023 request for license renewal of Restaurant – Wine and Malt Beverage License for the following establishment (subject to receipt of required completed paperwork): • French Press LLC d/b/a French Press Bakery & Café • PM Story Corporation d/b/a Little Spoon
4.	Approve for calendar year 2023 requests for license renewals of Package Stores-All Alcoholic Beverages for the following establishments (subject to receipt of required completed paperwork): • Innovative Distributing Concepts, LLC d/b/a Bin Ends • Gordons Fine Wines fo Needham Inc. d/b/s Gordon’s Fine Wine • Lianos Liquors, LLC d/b/a Needham Center Wine & Spirits • Needham Wine & Spirits, LLC d/b/a Needham Wine & Spirits • Reveler Beverage Company, LLC d/b/a Reveler Beverage • Vinodivino 3, LLC d/b/a Vinodivino
5.	Approve for calendar year 2023 requests for license renewals of Package Stores-Wine and Malt Beverages for the following establishments (subject to receipt of required completed paperwork): • The Needham General Store, LLC • Volante Farms Inc
6.	Approve for calendar year 2023 request for Innholder – All Alcoholic License Renewal for the following establishments (subject to receipt of required completed paperwork): • Needham 365 Bev, LLC. d/b/a Residence Inn • Needham Lending Company d/b/a Sheraton Needham Hotel
7.	Approve for calendar year 2023 requests for license renewals of Club – All Alcoholic Beverage Licenses for the following establishments (subject to receipt of required completed paperwork): • The Needham Golf Club Inc. • Village Club Building Assoc. Inc. d/b/a The Village Club • Lt. Manson Carter Post #2498 V.F.W. of U.S.
8.	Approve for calendar year 2023 requests for license renewals of Common Victualler Licenses for the following establishments (subject to receipt of required completed paperwork): • Bagels’ Best, Inc. d/b/a Bagels’ Best Café • Bertucci’s Restaurants, LLC d/b/a Bertucci’s • Blue on Highland, LLC d/b/a Blue on Highland • C & D Management, Inc. d/b/a Brothers Pizza & Restaurant • Coffee and Fresh Bagels Inc. d/b/a Café Fresh Bagel • Capella LLC d/b/a Cappella • 1095, LLC d/b/a Comella’s Restaurant • Ceed Corp. d/b/a Cook Needham • K & K Pie Company, Inc. d/b/a Domino’s Pizza • Lin and Xie Corp. d/b/a Dragon Chef Restaurant • ND Donuts d/b/a Dunkin’ • ND Donuts d/b/a Dunkin’ • ND Donuts d/b/a Dunkin’ • French Press LLC d/b/a French Press Bakery & Café

	• Select Group, Inc. d/b/a Fresco Restaurant • Fu Yuan, Inc. d/b/a Fuji Steak House • Fusion Cuisine d/b/a Gari • Needham Food and Beverage LLC d/b/a The Heights • Henry Hospitality Inc. d/b/a The James • Latin-A Group LLC d/b/a Latina Kitchen and Bar • Low and Zhang Co. d/b/a Mandarin Cuisine Locus • SAI Restaurants, Inc. d/b/a Masala Art • McDonald's Restaurant – Needham • D & L Enterprises, Inc. d/b/a Mighty Subs • A New Leaf • New Garden Inc. d/b/a New Garden Restaurant • Boston Bread LLC d/b/a Panera • Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria • PM Story Corp. d/b/a Little Spoon • Needham 365 Bev. LLC d/b/a Residence Inn • Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel • Spiga, LLC • Starbucks Coffee Company • Sol Soul Family Foods LLC d/b/a Hearth Pizzeria • Yeat Inc. d/b/a Sweet Basil • H & B Pizza, Inc. d/b/a Sweet Tomatoes Pizza • Treat LLC d/b/a Treat Cupcake Bar • Village Club Building Assoc. Inc. • Volante Farms • The Cookie Monstah, Co
9.	Approve for calendar year 2023 the following requests for Class I & Class II Used Car Dealer Licenses (subject to receipt of required completed paperwork): • Auto International Ltd.- Class II • Center Automotive – Class II • Chestnut Motors - Class II • Copley Motorcars – Class II • Needham Service Center – Class II
10.	Approve for calendar year 2023 requests for various license renewals as detailed below for the following establishments (subject to receipt of required completed paperwork): • Needham 365 Bev., LLC d/b/a Residence Inn - Innkeeper • Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel – Innkeeper • Needham Food and Beverage, LLC d/b/a The Heights - Innkeeper • Olin College – Lodging License • Babson College – Lodging License • Yeat Inc. d/b/a Sweet Basil – Special Permit (Carry In Beer/Wine)



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

MEETING DATE: 12/06/2021

Agenda Item	Public Hearing – Alteration of Premises in an All-Alcoholic License in a Hotel – Needham Food and Beverage, LLC d/b/a The Heights – 200 First Street
Presenter(s)	Brian Hughes, Applicant Counsel

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Needham Food and Beverage, LLC holds the hotel liquor license for The Heights located at 200 First Street, which currently includes as licensed premises approximately 1,568 sq. ft. on the first floor of the hotel consisting of bar and dining seating for approximately 86 patrons. Mr. Hughes has submitted a license amendment to increase the licensed premises to include the first-floor buffet and dining seating area, small market area, front desk, lobby, meeting space and 9 guest rooms, floors 2 through 6 each feature a total of 134 guest rooms. A legal notice was advertised in the Hometown Weekly on November 24, 2022 and abutters were notified, as required by the ABCC.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion: That the Board vote to (approve / deny) amendment for alteration of premises received from Needham Food and Beverage LLC, d/b/a The Heights. If approved, vote to forward the approved Alcohol License application to the ABCC for its review and final approval.</i>	
3.	BACK UP INFORMATION ATTACHED
a. Amendment Application b. Floorplans c. Corporate Vote d. Legal Notice e. Abutter Listing	



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

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

ECRT CODE: RETA

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

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME **NEEDHAM FOOD AND BEVERAGE, LLC**

ADDRESS **2 LAKESHORE CENTER**

CITY/TOWN **BRIDGEWATER**

STATE **MA**

ZIP CODE **02324**

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 5d8f07e1-c68f-45b4-ab3a-f4566c0b60e4

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	03799-RS-0770	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 10/20/2022 2:52:10 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
03799-RS-0770

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Edmund

Last Name:
Brennan

Address:
174 Dean St., Unit B

City:
Taunton

State:
MA

Zip Code:
02780

Email Address:
bhughes@brasm.com



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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
NEEDHAM FOOD AND BEVERAGE, LLC	NEEDHAM	03799-RS-0770

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

We are applying for the ability to sell alcoholic beverage (liquor, beer & wine) to all areas within the hotel. We are not applying to make any physical alterations to the premises.

APPLICATION CONTACT

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

Name	Title	Email	Phone
BRIAN J. HUGHES	Attorney	[REDACTED]	508-822-0178

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

No physical alterations would take place. We would expand alcohol sales to all areas of the hotel.

2B. PROPOSED DESCRIPTION OF PREMISES

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

The hotel has of 6 floors. The currently licensed premises are on the first floor. The proposed new area would include the first floor buffet and dining seating area, small market area, front desk, lobby, meeting space and 9 guest rooms. Floors 2 through 6 each feature a total of 134 guest rooms.

Total Sq. Footage	107,776	Seating Capacity	36	Occupancy Number	72 (plus guest room)
Number of Entrances	4	Number of Exits	4	Number of Floors	6

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name

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

4. FINANCIAL DISCLOSURE

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

Associated Cost(s):

\$0.00 for renovations. Premises are as existing and no physical alterations are proposed.

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

APPLICANT'S STATEMENT

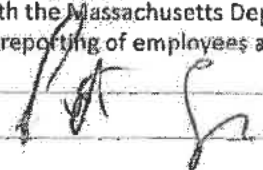
I, Patrick Carney, Jr. the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Needham Food and Beverage, LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 9/28/22

Title: Manager

ADDITIONAL INFORMATION

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

We are asking that the currently licensed premises be expanded to include the whole hotel. If allowed, beer, wine and liquor would continue to be sold from the bar/lounge area, and, from the small retail market area located near the front desk. The market has no street facing windows. The proposed premises expansion is purely as an amenity for hotel guests. All staff members who would be authorized to sell alcohol would be TIPS certified.

ENTITY VOTE

The Board of Directors or LLC Managers of

Needham Food and Beverage, LLC
Entity Name

duly voted to apply to the Licensing Authority of

Needham
City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

9/28/2022
Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Patrick Carney, Jr.
Name of Person

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Patrick Carney, Jr.

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



405140436

Rosalin Acosta
SECRETARY

Connie C. Carter
INTERIM DIRECTOR

CLAREMONT COMPANIES LLC
2 Lakeshore Ctr
Bridgewater, MA 02324-1060

EAN: 22130419
October 11, 2022

Certificate Id:63338

The Department of Unemployment Assistance certifies that as of 10/11/2022 ,CLAREMONT COMPANIES LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Connie C. Carter, Interim Director

Department of Unemployment Assistance



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

mass.gov/dor

Letter ID: L0799669184
Notice Date: October 7, 2022
Case ID: 0-001-717-994



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEEDHAM FOOD AND BEVERAGE LLC
200 1ST AVE
NEEDHAM MA 02494-2805

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001285931

1. The exact name of the limited liability company is: NEEDHAM FOOD AND BEVERAGE, LLC

2a. Location of its principal office:

No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

OWNING AND OPERATING A BAR AND RESTAURANT AND ALL OTHER LAWFUL BUSINESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELIAS PATOUCHEAS
 No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ELIAS PATOUCHEAS	1 LAKESHORE CENTER BRIDGEWATER, MA 02324 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELIAS PATOUCHEAS	1 LAKESHORE CENTER BRIDGEWATER, MA 02324 USA

9. Additional matters:

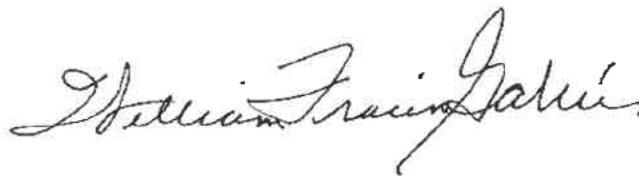
SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of August, 2017,
ELIAS PATOUCHEAS

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

THE COMMONWEALTH OF MASSACHUSETTS

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

August 09, 2017 02:14 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001285931

Annual Report Filing Year: 2022

1.a. Exact name of the limited liability company: NEEDHAM FOOD AND BEVERAGE, LLC

1.b. The exact name of the limited liability company as amended, is: NEEDHAM FOOD AND BEVERAGE, LLC

2a. Location of its principal office:

No. and Street: TWO LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

No. and Street: TWO LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
OWNING AND OPERATING A BAR AND RESTAURANT AND ALL OTHER LAWFUL BUSINESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PATRICK CARNEY, JR.
 No. and Street: TWO LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	PATRICK CARNEY JR	TWO LAKESHORE CENTER BRIDGEWATER, MA 02324 USA
MANAGER	FRANCIS XJ LYNCH	605 NORTH OLIVE AVENUE, 2ND FLOOR WEST PALM BEACH, FL 33401 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	PATRICK CARNEY JR	TWO LAKESHORE CENTER BRIDGEWATER, MA 02324 USA
REAL PROPERTY	FRANCIS XJ LYNCH	605 NORTH OLIVE AVENUE, 2ND FLOOR WEST PALM BEACH, FL 33401 USA

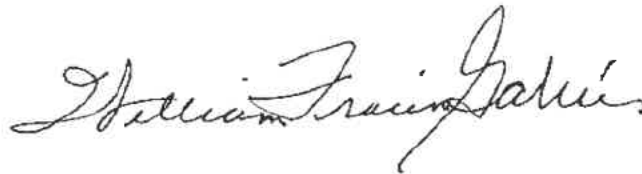
9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of October, 2022,
PATRICK CARNEY, JR. , Signature of Authorized Signatory.**

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:

October 05, 2022 11:13 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



December 2, 2022

Needham Select Board
Needham Town Hall
1471 Highland St.
Needham, MA 02492

Re: Application for Liquor License Amendment for Needham Food and Beverage, LLC d/b/a
"The Heights" 200 First Avenue, Needham

Dear Select Board Members:

Please find enclosed herewith a copy of the Lease with regard to the above-referenced premises. This was approved by the Board in 2017, when the original application for licensure was filed. An executed copy cannot be found but one would be provided upon approval of the current application.

Feel free to call if you have any questions or concerns. Thank you.

Very truly yours,

/s/ Brian J. Hughes
Brian J. Hughes

COMMERCIAL LEASE

This LEASE entered into this _____ day of August 2016, by and between **CLAREMONT NEEDHAM SUITES, LLC**, a Delaware limited liability company with a principal place of business of 1 Lakeshore Center C/O The Claremont Company, Inc. Bridgewater, MA 02324 ("**Landlord**"), and **NEEDHAM FOOD AND BEVERAGE, LLC**, having a business address of 1 Lakeshore Center C/O The Claremont Company, Inc. Bridgewater, MA 02324 USA ("**Tenant**").

ARTICLE 1 - Grant and Description of Premises Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties hereto, demises and leases to Tenant, bar/restaurant space (the "**Premises**") in the building located at and known as 200 First Avenue, Needham, Massachusetts 02494 (hereinafter the "**Building**"), together with the right to use in common with others entitled thereto, the areas designated for the common use of all Tenants of the Building.

ARTICLE 2 - Commencement and Length of Term: The Lease shall be for a term commencing on the date that the Tenant takes possession of the Premises (the "**Commencement Date**") and terminating ten (10) years from said Commencement Date, unless sooner terminated or extended as hereinafter expressly provided (said period is referred to as "**Initial Term**" and said Initial Term together with any renewal periods is referred to as "**Term**"). Tenant and Landlord covenant and agree that the Commencement Date shall occur on January 1, 2018 and Terminating on December 31, 2027.

ARTICLE 3 - Renewal Options: Provided Tenant is not in default of any of its obligations hereunder which have not been cured prior to the renewal period, Tenant is hereby granted the right to renew this Lease for two (2) successive five (5) year renewal periods (the "**Renewal Period**"). To exercise such options, Tenant shall give to Landlord written notice at least six (6) months prior to the expiration of the Initial Term or any renewal period of the Term, which notice shall be delivered by first class mail.

ARTICLE 4 – Rent: Tenant shall pay a minimum rent ("**Basic Rent**") as follows: during the Initial Term, the Basic Rent shall be paid at a rate of Twelve-Thousand (\$12,000.00) annually, prepaid in monthly installments of One-Thousand (\$1,000.00) Dollars:

ARTICLE 5 - Taxes, Utilities and Other Charges: Landlord agrees to pay its pro rata share of all general and special taxes, including existing and future assessments of any kind or nature, lawfully imposed by any governmental authority upon the Building and all operating expenses assessed to the Building (the taxes and operating expenses are collectively referred to as "Taxes"). Tenant shall pay when due all general and special taxes imposed upon all fixtures, equipment and personal property of every type which Tenant maintains in the Premises directly to the taxing authority. Commencing on the Commencement Date, charges for all utility services to the Premises, including, but not limited to, gas, steam, electricity, water, sewer and telephone charges (collectively "Utilities") shall be included in the amount for Basic Rent.

ARTICLE 6 - Landlord's Right To Cure: If Tenant shall at any time fail to pay any amounts required in this Lease or to take out, pay for, maintain, or deliver any of the insurance policies provided for in this Lease, or shall fail to perform any other act on its part to be made or performed under this Lease, then Landlord, without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to): (1) pay any tax or assessment so payable by Tenant, or (2) take out, pay for and maintain any of the insurance policies provided for in this Lease, or (3) after ten (10) days' written notice to Tenant (or immediately and without notice in situations involving potential danger to the health or safety of persons in, on or about the Premises or a threat of deterioration of, or damage to, the Premises), make any other payments or perform or cause to be performed any act on Tenant's part to be made or performed as in this Lease provided, and may enter upon the Premises for any such purpose and take all such action thereon as may be necessary therefor. All sums so paid by Landlord and costs and expenses incurred by Landlord in connection with the performance of any such act shall be paid by Tenant to Landlord on demand as if the same were additional rent hereunder (and nonpayment of which shall have the same consequences as nonpayment of rent).

ARTICLE 7 – INTENTIONALLY OMITTED

ARTICLE 8 - Use of Premises: Subject to the restrictions hereinbelow, Tenant shall have the right to use the Premises solely for the purpose of operating a bar/restaurant business (the foregoing use is hereinafter referred to as "Permitted Use"). Any expansion or alteration of the Permitted Use of the Premises shall be subject to Landlord's prior written consent and subject to all applicable laws, ordinances and regulations. Any knowing and willing use of the Premises by Tenant or Tenant's employees, or agents for any illegal activity, which results in a criminal conviction, shall be grounds for immediate termination of the Lease by the Landlord. Tenant shall adhere to all of the following in its Permitted Use of the Premises:

(a) Tenant agrees promptly to comply with all laws, ordinances, orders and regulations affecting the Premises and the cleanliness, safety, operation and use thereof. Tenant also agrees to comply with the requirements and reasonable recommendations of any insurance company, inspection bureau or similar agency providing services to Landlord with respect to the Premises. Tenant agrees not to permit any use that overloads the applicable utility lines servicing the Premises.

(b) Tenant agrees not to: (i) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of the Landlord's insurance thereof; (ii) use the Premises for any purpose whatsoever which might create a public nuisance; (iii) cause structural damage; (iv) commit or suffer any waste; (v) discharge any hazardous waste, oil or toxic substances on the Premises; (vi) permit offensive odors; (vii) use the Premises or operate Tenant's business in violation of any law, ordinance, rule, by-law, code or regulation of any governmental authority; or (viii) permit any nude entertainment to be conducted on the Premises.

Failure of Tenant to strictly adhere to the provisions of this Article 8 shall be deemed a Default Event by Tenant under Article 18 hereof and Landlord shall be entitled to pursue all remedies provided in this Lease resulting from such Default Event.

ARTICLE 9 – Utilities: Landlord shall have no obligation to provide Utilities other than the Utilities and equipment within the Premises as of the Commencement Date. In the event Tenant requires additional Utilities or equipment, the installation and maintenance thereof shall be the Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld and/or delayed. No interruption or discontinuance of any Utility, or inability to obtain same, regardless of the nature of the cause shall be deemed an eviction or disturbance of Tenant, relieve Tenant from any obligation under this Lease, or create any liability on the part of Landlord. Tenant agrees to indemnify Landlord against any damage caused by overloading of any Utility system on the Premises or connected with same.

ARTICLE 10 - Condition, Improvements, Repairs and Maintenance:

10.1 **Walk-thru of the Premise.** Tenant shall conduct a walk-thru of the Premises within 3 – 5 business days of the Commencement Date of this Lease. Premises shall be in the same condition as of the date of this Agreement, reasonable wear and tear expected.

10.2 **Condition of Premises.** Tenant accepts the Premises "as is" in the condition in which it is on the date of the execution of this Lease. Except as otherwise provided in Section 10.6 below, Tenant acknowledges that Tenant shall be responsible, at its sole cost and expense, for making all necessary leasehold improvements required to make the Premises suitable for the Permitted Use and for bringing the Premises into full compliance with all applicable laws for Tenant's Permitted Use of the Premises ("**Tenant's Work**").

10.3 **Improvements to the Premises.** Provided that no emergency exists (such as bursting pipes and the like), Tenant shall not commence any Tenant's Work nor make any alterations, improvements and/or additions to the Premises (collectively "**Improvements**") without first providing Landlord with detailed plans for any Tenant's Work and obtaining, in each instance, the written consent of Landlord, such consent not to be unreasonably withheld or delayed. Any Tenant's Work and any such Improvements by Tenant shall be made in accordance with all applicable laws and shall be in a good and workmanlike manner and in accordance with the provisions of this Lease. Any Tenant's Work and any Improvements made by Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor and any electrical, plumbing, heating, ventilating and/or air-conditioning systems and equipment) shall remain upon the Premises, and at the termination of this Lease shall be surrendered with the Premises as part thereof without disturbance, molestation or injury. However, the usual trade fixtures, furniture and equipment not currently located in the Premises, which may be installed in the Premises during the Term hereof at the cost of Tenant shall be removed by Tenant from the Premises upon termination of this Lease. Further, Tenant covenants and agrees, at its sole cost and expense, to repair any and all damage to the Premises resulting from or caused by such removal. In any event, any trade fixtures, equipment, furniture and other personal property which remain in the Premises following the expiration or earlier termination of the Term hereof, at Landlord's option, may thereafter be removed and stored at the cost of Tenant, or retained as the property of Landlord or sold or otherwise disposed of by Landlord, in any such case without any liability to or recourse by Tenant or anyone claiming by, through or under Tenant. All Tenant's Work and Improvements shall conform to all

applicable statutes, ordinances, regulations, codes and requirements of Landlord's and Tenant's underwriters. Landlord's approval of plans and specifications shall not constitute an acknowledgment that work done in conformity therewith will so conform, and Tenant shall be solely responsible for corrections in Tenant's Work and Improvements required by any governmental agency or insurance underwriters. Tenant shall obtain and convey to Landlord approvals from all agencies with jurisdiction over matters relative to electrical, gas, water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. Landlord reserves the right to require changes in Tenant's Work and Improvements when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the Premises.

10.3 Insurance Related to Improvements. Prior to commencement of any Tenant's Work and/or Improvements and until completion thereof, Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form covering Landlord, Landlord's agents, servants or employees, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all Tenant's Work and/or Improvements, and all materials stored at the site of Tenant's Work and/or Improvements. In addition, Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work and/or Improvements to effect and maintain, and deliver to Tenant and Landlord, certificates evidencing the existence of, prior to commencement of any Tenant's Work and/or Improvements and until completion thereof, the following insurance coverages:

(a) Worker's Compensation Insurance - In accordance with the laws of The Commonwealth of Massachusetts, including Employer's Liability Insurance, with limits as required by law.

(b) Comprehensive public liability insurance in the same form and limits as Tenant is required under Article 13.1 of this Lease to carry or in such greater amounts as the Landlord may reasonably determine and hereafter from time to time advise Tenant in writing.

Prior to commencement of any Tenant's Work and/or Improvements, Tenant shall deliver to Landlord certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such certificates shall state that the same is non-cancellable and non-amendable without thirty (30) days' prior written notice to Landlord.

10.4 Mechanic's Liens. Tenant shall promptly pay all contractors and materialmen hired by Tenant to furnish any labor or materials for such Tenant Work and/or Improvements. Should any lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after the lien is made or filed. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as additional rent on the first day of the next month following receipt of a bill from Landlord itemizing its costs. Tenant agrees to save and hold Landlord harmless from any loss, cost or suit brought by any person for injuries sustained, or property damage arising out of Tenant's Work and/or Improvements to the Premises.

10.5 Tenant Repairs and Maintenance. Tenant covenants throughout the Term, at its sole cost and expense, to keep the Premises, inside and outside, and all leasehold improvements, fixtures

and equipment therein, and all signs of Tenant erected thereon, in good repair and condition, making all repairs thereto in a timely fashion or as Landlord may reasonably request from time to time in furtherance of this Article. All repairs are to be in a good and workmanlike manner. Tenant's responsibility hereunder, at its sole cost and expense, shall include, without limitation, repair and replacement in a workmanlike manner all of the following property: all mechanical equipment required for operation of the Premises, all fixtures and equipment within the Premises. The provisions of this Article shall not require Tenant to make capital improvements to the structural parts of the Building, including the foundation, bearing walls and columns, roof or utility lines outside the Building, unless the condition necessitating such capital improvements to the structural parts have been caused by Tenant, its agents, servants or invitees. Tenant shall, at its sole cost and expense, arrange for rubbish removal and for janitorial services with respect to the Premises. If Tenant refuses or neglects to make such repairs or to maintain the Premises as provided herein in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice, except in situations deemed to be emergency situations by Landlord, to make such repairs or perform such maintenance on behalf of and for the account of Tenant, and Tenant shall pay Landlord's costs and expenses of such work as additional rent on the first day of the month following receipt of a bill from Landlord therefore.

10.6 Landlord Maintenance and Repairs. Landlord shall, within a reasonable period after receipt of notice from Tenant, make or cause to be made necessary structural repairs to the exterior walls (but excluding plate glass and signs) and shall keep in good order, condition and repair the exterior foundations of the Premises and the plumbing located within the common areas and/or outside of the Building. Landlord shall not be required to make any such repairs or installations where the need for same are necessitated, caused or occasioned by (i) any act or omission or negligence of Tenant or its employees, agents, invitees, licensees, visitors or contractors, or (ii) fire or other casualty or condemnation, except as provided in Article 14. Landlord agrees to provide the following improvements to the premises:

- (a) None

10.7 Intentionally omitted.

10.8 Landlord's Access. Upon reasonable notice to Tenant and at reasonable times, Landlord may enter upon the Premises to inspect, maintain and repair the Premises if Landlord reasonably believes that Tenant has not adequately done so, and to charge to Tenant the cost thereof. Tenant agrees to pay said charges when and if such charges are presented for payment.

ARTICLE 11 - Additional Covenants of Tenant: Tenant also agrees and covenants with Landlord throughout the Term of the Lease:

- (a) To pay all Basic Rent and additional rent at the times and in the manner set forth herein.
- (b) To provide Landlord upon reasonable written request with evidence that it has paid all taxes and assessments required hereunder, including without limitation, all state and federal sales taxes.
- (c) To comply promptly with all applicable laws, rules, regulations, by-laws, ordinances, requirements and orders of governmental authorities, boards of fire underwriters, Massachusetts Department of Revenue, Massachusetts Alcohol Beverage Control Commission and similar organizations.

(d) To make all structural and non-structural repairs, alterations, additions or replacements to the Premises required under the terms of this Lease, or as shall become required during the Term, by the terms of this Lease or by any law, rule, order, regulation or requirement of any public authority (or the fire insurance rating association having jurisdiction).

ARTICLE 12 - Quiet Enjoyment: Provided Tenant is not in default, Tenant shall have the peaceable and quiet enjoyment and possession of the Premises during the Term hereof without any hindrance or molestation from Landlord, its agents, servants or employees.

ARTICLE 13 - Insurance and Indemnification:

13.1 Landlord's Insurance. At all times during the Term of this Lease, Landlord will maintain, in commercially reasonable amounts, (a) fire and extended coverage insurance on the Building, and (b) public liability and property damage insurance.

13.2 Tenant's Insurance. Tenant, at its own cost and expense, shall obtain and maintain in full force and effect during the Term of this Lease, policies of insurance covering the following risks:

(a) Fire and extended coverage insuring the Premises and all leasehold improvements and equipment (exclusive of the Tenant's own equipment) in the Premises in an amount equivalent to the "full replacement cost" of the thereof (excluding foundation and excavation costs) and all of Tenant's equipment, trade fixtures, appliances, furniture, and personal property from time to time, on or upon the Premises. Landlord may demand that the "full replacement cost" shall be determined from time to time during the Term hereof at the request of Landlord by an appraiser, engineer, architect or contractor designated by Landlord, paid for by Tenant and approved in writing by Landlord. No omission on the part of Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article 13.

(b) Comprehensive public liability insurance including product liability insurance, property damage insurance and personal property insurance in amounts not less than \$1,000,000 with respect to injuries to one person and \$1,000,000 with respect to injuries suffered in any one accident, or such higher limits as may be reasonably required by Landlord from time to time.

(c) Business interruption insurance in amounts sufficient to prevent Tenant from becoming a co-insurer thereof, and to assure the continuance of the operating income and profit of Tenant's business at the Premises during any period in which Tenant is unable to conduct such business in the Premises, or any part thereof, by reason of loss or damage due to fire or other casualty, the elements, civil commotion or riot, or any other cause, whether insured or uninsured.

Such policies shall name Landlord, any other parties in interest designated by Landlord, and Tenant as the insured party, and shall contain a clause that the insurer shall not cancel such policies without thirty (30) days prior written notice to Landlord and shall be issued by insurers licensed to sell casualty and property insurance in The Commonwealth of Massachusetts. On or before the Commencement Date and at least thirty (30) days before any such policy shall expire, Tenant shall deliver a certificate of such insurance coverage to Landlord.

13.3 Compliance. Tenant shall not violate or permit violation of any of the conditions and provisions contained in the insurance policies provided for hereunder. Tenant shall perform and satisfy the requirements of the insurance company writing any such policy, so that at all times insurance companies of good standing shall be willing to write or to continue such insurance policies.

13.4 Waivers of Subrogation. Landlord and Tenant each hereby release the other, to the extent of their insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other or its agents, provided however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right to recover thereunder. Landlord and Tenant agree that their fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if an extra cost is chargeable therefor, so long as the other pays such extra cost. If an extra cost is chargeable therefor, the insured will advise the other party of the cost. The other party at its election may pay the same, but shall not be obligated to do so.

13.5 Indemnification. Notwithstanding its insurance obligations, Tenant shall indemnify and save harmless Landlord and its officers, directors, shareholders, managers, employees and agents against and from (a) all claims of any kind or nature by or on behalf of any person arising out of (i) any condition of the Premises, or (ii) the construction, reconstruction, improvement, use, occupancy, conduct or management of or from any work or anything done or omitted to be done in or about the Premises, or (iii) any accident, injury or damage to any person or property occurring in or about the Premises resulting from the operation of Tenant's business at the Premises or for any other reason whatsoever, or (iv) any breach or default by Tenant of any of its obligations hereunder, or (v) any act or omission of Tenant or any of its agents, contractors, servants, employees, or licensees, and (b) all costs, counsel fees, expenses or liability reasonably incurred in connection with any such claim or action or proceeding brought thereon. If any action or proceeding is brought against Landlord or any such member, manager, officer, employee or agent by reason of any indemnified claim, Landlord shall give Tenant notice of the action or proceeding and Tenant shall defend such action or proceeding. Subject to the foregoing, Landlord shall cooperate and join with Tenant as may be required in connection with any action taken or defended by Tenant.

ARTICLE 14 - Fire or Other Casualty:

14.1 Partial Damage. In the event that during the Term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the Premises to substantially their condition at the time of such damage. Notwithstanding anything in the prior sentence to the contrary, Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control and Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance proceeds paid to Landlord for such damage or destruction.

14.2 Substantial Damage. In the event that during the Term hereof the Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by insurance payable to Landlord, this Lease shall remain in full force and effect so long as the net insurance proceeds payable to Landlord for such damage is sufficient in Landlord's determination to restore the Premises to substantially the same condition as prior to the fire or other casualty. The Landlord shall promptly, after the determination and receipt of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount of insurance to restore the Premises to substantially the same condition, but Landlord shall not be responsible for any delay which may result from any cause beyond the reasonable control of

Landlord. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises in the sole and absolute estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises with all reasonable diligence or Landlord may terminate this Lease by giving written notice to Tenant not later than thirty (30) days after Landlord has determined the estimated net amount of insurance proceeds available to Landlord and the estimated cost of such restoration. In case of substantial damage or destruction, as a result of a risk which is not covered by insurance available to Landlord, Landlord shall be entitled to rebuild the Premises, all as aforesaid, unless Landlord, within sixty (60) days after the occurrence of such event, gives written notice to Tenant of Landlord's election to terminate this Lease. If Landlord shall elect to terminate this Lease, as aforesaid, this Lease and the Term hereof shall cease and come to an end as of the date of said damage or destruction. Notwithstanding anything in this Article 14 to the contrary, if Landlord sends notice of termination to Tenant pursuant to the terms of this Paragraph and Tenant notifies Landlord within fourteen (14) days after receipt of Landlord's notice that Tenant desires to continue the Lease, the Lease shall not terminate but Tenant shall be responsible for paying to Landlord for all costs required to restore the Premises to the condition the Premises were in prior to the fire or casualty which are not covered by insurance available to Landlord ("Excess Uninsured Costs"). Landlord shall be entitled to require the Excess Uninsured Costs be paid in advance by Tenant as a condition to reinstating the Lease. Notwithstanding anything in this Article 14 to the contrary, if the Premises are substantially damaged Tenant shall have the option to terminate this Lease by written notice to Landlord if (i) Landlord fails to give notice within sixty (60) days of the casualty of its intention to restore the Premises; or (ii) Landlord fails to proceed to restore the Premises to a condition substantially suitable for their intended use within one hundred twenty (120) days of the date of such casualty.

14.3 Tenant's Obligations. Unless this Lease is terminated as provided in Article 14.2, if the Premises shall be damaged or destroyed by fire or other casualty, then Tenant shall: (i) repair and restore all portions of the Premises not required to be restored by Landlord pursuant to this Article 14 to substantially the condition which such portions of the Premises were in at the time of such casualty; (ii) equip the Premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business; and (iii) open for business in the Premises as soon thereafter as possible.

14.4 Basic Rent and additional rent Abated. In the event that the provisions of Article 14.1 or Article 14.2 of this Lease shall become applicable, the Basic Rent and additional rent shall be abated or reduced during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises.

14.5 Damage Definition. The terms "substantially damaged" and "substantial damage", as used in this Article, shall have reference to damage of such a character as cannot be reasonably expected to be repaired or the Premises restored within sixty (60) days from the time that such repair or restoration work would be commenced.

14.6 Termination. Notwithstanding anything herein to the contrary, in the event that the entire Premises, or a substantial portion thereof such that the remainder is rendered unsuitable for the Permitted Uses, or access to the Premises shall be taken by any public authority or for any public use or shall be destroyed or damaged by fire or casualty or by the action of any public authority, then this Lease may be terminated at the election of either of the parties. Such election is to be made by either party by giving written notice to the other party within thirty (30) days after the date of such damage or taking first accrued.

ARTICLE 15 – Condemnation: If the whole of the Premises shall be acquired or condemned under eminent domain proceedings, then the Term of this Lease shall cease and terminate when the Premises are taken. All payment obligations of Tenant hereunder shall cease on said termination date. In the event of a taking of a portion of the Premises and as a result of said taking the total floor area remaining in the Premises shall be reduced to less than seventy-five percent (75%) of the total floor area in the Premises at the commencement of the Term hereof, then at the election of Tenant, this Lease may be terminated as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event Tenant remains in operation, all rent shall be reduced pro rata and Landlord shall, within six (6) months after said condemnation, rebuild the Premises on the space available, unless delayed through causes beyond its control, including the attainment of taking or insurance proceeds for the same; in which case Landlord shall rebuild the Premises in as diligent a manner as possible. Notwithstanding anything in the prior sentence to the contrary, Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control and Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance or taking proceeds paid to Landlord for such taking.

In any event, Tenant shall have no claim against Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Landlord as a result of any such taking; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or removal of trade fixtures, or reimbursement for the undepreciated costs of the leasehold improvements made by the Tenant to the Premises or loss of business goodwill. Except as aforesaid, the entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

ARTICLE 16 - Assignment-Subletting: Tenant shall not assign, mortgage, pledge or encumber this Lease nor sublet all or any part of the Premises nor allow any other party to occupy all or any portion of the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. No assignment of this Lease or sublet of the Premises shall release Tenant or any guarantor from their obligations hereunder or under any previously executed guaranty. Notwithstanding anything in this Lease to the contrary, Tenant shall have no right to assign or sublet all or any portion of the Premises if Tenant is in default of its obligations under the Lease at the time that Tenant desires to assign or sublet all or any portion of the Premises. Tenant shall reimburse Landlord on demand for all costs incurred by Landlord (including without limitation legal fees and expenses) in reviewing and/or approving Tenant's request for an assignment of this Lease or sublet of the Premises including the preparation and/or review of all documentation in connection therewith.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation: (a) any transfer of Tenant's interest in the Lease by operation of law; (b) any transfer of Tenant's interest in the Lease by merger or consolidation of Tenant with or into any other firm, corporation or other entity; (c) the transfer or sale of a controlling interest in Tenant by sale or other transfer of its stock from the stockholders as of the date hereof to any outside party; (d) a sale of all or substantially all of the Tenant's assets, including this Lease; or (e) any such other similar transaction entered into by Tenant or its stockholders as Landlord shall determine in its sole discretion. Tenant's request for Landlord's consent to subletting or assignment shall be submitted in writing and Landlord's consent, which consent shall not be unreasonably withheld and/or

delayed, shall be granted at Landlord's sole discretion provided the prospective assignee or sublessee shall agree to pay Landlord the greater of all amounts reserved in this Lease or that agreed upon between Tenant and the prospective assignee or sublessee. Tenant shall have no right to collect such greater amount, if any, from the proposed assignee or sublessee, but rather the same shall belong to Landlord. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord may collect all amounts due hereunder from the assignee, sublessee or occupant, and apply the net amount collected to all amounts due hereunder, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sublessee or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

ARTICLE 17 - Subordination and Estoppel: This Lease shall at all times be subject and subordinate to the lien of any mortgage, trust deed or any ground lease now or hereafter placed upon the Building or the Premises, and Tenant covenants and agrees to execute and deliver, upon reasonable notice, such further instruments subordinating this Lease to the lien of any such instruments as shall be desired by Landlord, or any mortgagee or trustees under trust deeds. The provisions of this paragraph shall be self-operative and no further instrument shall be required; provided, however, in confirmation thereof, Tenant shall execute such further assurance as may be requested. Tenant further, to the extent not prohibited by law, waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed. Within ten (10) days after request by Landlord, Tenant agrees to deliver an estoppel certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are not defenses or offsets thereto, or stating those claimed by Tenant.

ARTICLE 18 – Default: Tenant shall be in default under this Lease upon the happening of any of the following events ("**Default Event**"):

- (a) Tenant fails to pay Basic Rent, additional rent or any other amounts due from Tenant throughout this Lease within ten (10) days after notice from Landlord provided, that Landlord shall not be required to give notice more than two (2) times in any consecutive twelve (12) month period;
- (b) Tenant violates any of the other terms, conditions or covenants herein contained if Tenant fails to cure the same within thirty (30) days from the date of written notice of such default, or such longer period of time as is reasonably necessary to cure if such violation cannot be cured within thirty (30) days provided Tenant has expeditiously commenced curing such default within said thirty (30) day period and is diligently, in Landlord's judgment, pursuing said cure;
- (c) Tenant becomes insolvent or makes any assignment for the benefit of creditors;
- (d) Tenant files, or has filed against it/him, any petition under any bankruptcy or similar laws which is not discharged within sixty (60) days of said filing;
- (e) Tenant's assets are levied upon in anticipation of a sheriff's or constable's sale thereof, which levy is not satisfied prior to the proposed sale date;

- (f) a receiver is appointed for Tenant's business;
- (g) Tenant fails to pay any taxes due which shall become a lien on any of Tenant's assets, which lien is not discharged within sixty (60) days;
- (h) Tenant admits in writing its/his inability to pay its/his debts generally as they become due; or
- (i) Tenant fails to notify Landlord as specified in Article 11(c) hereinabove.

Upon the happening of a Default Event, Landlord may declare the Term of this Lease terminated, and pursue all legal and equitable remedies available to it under the laws of the Commonwealth of Massachusetts resulting from Tenant's breach, including, but not limited to, re-entering the Premises by summary proceedings or otherwise, expelling Tenant and removing all of Tenant's property therefrom or bringing an action to recover all rents and other charges due hereunder from Tenant for the remaining Term of the Lease. In addition, Landlord shall be entitled to all costs incurred as a result of Tenant's breach, including, but not limited to, all reasonable attorneys' fees incurred to correct such default and/or to pursue all remedies available to Landlord. Any assessment of legal fees will be extended to remedies available to the tenant also.

Upon and after entry into possession without terminating this Lease, Landlord may, but shall not be obligated to, relet all or any part of the Premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord's sole discretion shall determine. Landlord shall not be required to accept any prospective lessee offered by Tenant, or to observe any instruction given by Tenant about such reletting. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by Landlord desirable or convenient and charge Tenant for such costs. All consideration received by Landlord for reletting the Premises shall be the sole property of Landlord. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the rental and Tenant's other obligations reserved in this Lease and all of Landlord's other costs and expenses of any kind or nature related to the reletting of the Premises, Tenant agrees to pay to Landlord the deficiency upon demand.

The failure of Landlord to insist in any one or more instances upon the performance of any of the covenants or conditions of this Lease or to exercise any right or privilege herein conferred shall not be construed as thereafter waiving or relinquishing Landlord's right to the performance of any such covenants, conditions, rights or privileges, and the same shall continue and remain in full force and effect, and the waiver of any default or right shall not constitute waiver of any other default, and the receipt of any rent by Landlord from Tenant or any assignee of Tenant, or of any portion thereof, shall not operate as a waiver therein contained, of any of Landlord's rights hereunder unless evidenced by Landlord's written waiver thereof. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as may be reasonable under the circumstances to correct any such default, after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE 19 - Expiration of Term: Tenant, at the expiration of the Term hereof or any prior termination as herein provided, shall remove its goods and effects and peaceably yield up the Premises in the same condition and repair as the Premises were in at the commencement of the

Term hereof or as may have been put in thereafter, loss by or ordinary wear and tear and eminent domain excepted, but in any event clean and tenantable and free of occupants and subject, in any event, to Tenant's obligations under Articles 10.2, 10.4 and 11(e), provided that if any such removal of its goods and effects causes any damage to the Premises, Tenant shall promptly repair the same at its sole cost and expense. Any property, fixtures or equipment of Tenant remaining on the Premises after termination hereof shall be deemed to be abandoned and may be removed and disposed of by Landlord as Landlord shall determine, and Landlord shall charge the cost of such removal and any repairs or replacements to the Premises necessitated thereby to Tenant.

ARTICLE 20 – Notices: All notices required to be sent under the provisions of this Lease to Landlord and Tenant by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, or by hand delivery or overnight mail to the parties at the address listed above.

Either party may, at any time, in the manner set forth for giving notices to the other, set forth a different address to which notice to it may be sent.

ARTICLE 21 – Recording: This Lease shall not be recorded, but a short form notice of this Lease shall be recorded upon the request of either party. The parties hereto agree that upon such request by the party, the other party will execute whatever instruments may be necessary for the recording of said short form.

ARTICLE 22 - Successors and Assigns: This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns, including all permitted subtenants. Each subtenant or assignee shall, as a pre-condition to Landlord's approval of Tenant's sub-letting the Premises or assigning this Lease, execute such written instruments as Landlord shall reasonably require evidencing its agreement to be bound by every term of this Lease, provided that such an agreement shall not operate to release Tenant from its obligations hereunder.

ARTICLE 23 - No Personal Liability: No officers, directors, shareholders, trustees, employees, and agents of Landlord shall be personally liable for any obligation of Landlord hereunder and all parties hereto and all other persons shall look solely to the assets of Landlord for the satisfaction of any obligation of Landlord hereunder. Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord, it being agreed that Landlord (and its members, venturers, and partners, and all of their officers, directors, and employees) will never be personally liable for any such judgments.

ARTICLE 24 – Intentionally Omitted.

ARTICLE 25 - Governing Law, Jurisdiction and Interpretation: The laws of The Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Lease. The parties agree that any actions brought under this Lease shall be brought only in the State or Federal Courts located in Boston, Massachusetts. If any provision of this Lease is held to be invalid, such invalid provision shall be deemed to be severable from and shall not affect the validity of the remainder of this Lease.

ARTICLE 26 – Signs. The Landlord shall be responsible for supplying and installing all signage to tenant at its own cost and expense. Tenant shall submit to Landlord, for Landlord's prior written approval (such approval not to be unreasonably withheld or delayed), the design and specifications for any sign identifying the name and business of Tenant to be erected at the Premises during the Term. Such sign shall conform to the rules and regulations of the Town of Needham and any other applicable law, rule, ordinance or code as may be enacted and binding upon the Premises during the Term of the Lease.

ARTICLE 27 – Entire Agreement. This Lease and the exhibits attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

ARTICLE 28 – Amendments. No amendments, modifications of or supplements to this Lease shall be effective unless in writing, executed and delivered by Landlord and Tenant.

ARTICLE 29 – No Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE 30 – Landlord's Fees and Expenses. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Premises, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of fifteen (15%) per cent per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

ARTICLE 31 – Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a thirty (30) day period, to commence action to cure such alleged default within such thirty (30) day period.

ARTICLE 32 – Holding Over. Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (i) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (iii) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days prior written notice or the earliest date permitted by law. In such event, monthly Basic Rent will be increased to an amount equal to two hundred percent (200%) of the monthly Basic Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount

and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

[SIGNATURE PAGES TO FOLLOW]

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

LANDLORD:

CLAREMONT NEEDHAM SUITES, LLC

By: _____
Elias Patoucheas, Manager

TENANT:

NEEDHAM FOOD AND BEVERAGE, LLC

By: _____
Elias Patoucheas, Manager

ISSUED FOR SPECIAL PERMIT PROPOSED HOMEWOOD SUITES HOTEL 200 FIRST AVENUE NEEDHAM, MA

OWNER:
CLAREMONT NEEDHAM SUITES, LLC
ONE LAKESHORE CENTER
BRIDGEWATER, MA 02324

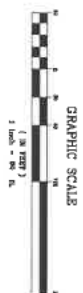
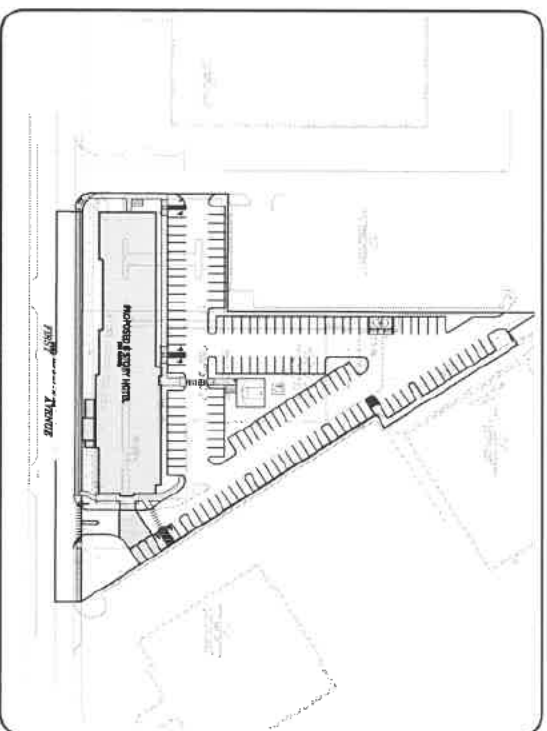
DESIGN/BUILD FIRM / ARCHITECT /
AUTHORIZED AGENT
OPECHEE CONSTRUCTION CORPORATION
11 CORPORATE DRIVE
BELMONT, NH 03220
(603)-527-9090

CIVIL ENGINEER
ALLEN & MAJOR ASSOCIATES, INC.
10 MAIN STREET
LAKEVILLE, MA 02347-1674
(508)-923-1010

GEOTECHNICAL ENGINEER
JOHN TURNER CONSULTING, INC.
66 SOUTHGATE STREET
WORCESTER, MA 01603

TRAFFIC ENGINEER
McMAHON ASSOCIATES
45 BROMFIELD STREET, 6TH FLOOR
BOSTON, MA 02108
(617)-556-0020

LANDSCAPE ARCHITECT
ELM GROVE PROPERTY SOLUTIONS, LLC
1910 ELM STREET
MANCHESTER, NH 03104



**ALLEN & MAJOR
ASSOCIATES, INC.**
10 MAIN STREET
LAKEVILLE, MA 02347-1674
(508)-923-1010
www.allen-major.com
REGISTERED PROFESSIONAL ENGINEER
MASSACHUSETTS
EXPIRATION 06/30/2018

LIST OF DRAWINGS			
DRAWING TITLE	SHEET NO.	ISSUED	REVISED
ALTMACHSI LAND TITLE SURVEY	1	12-11-2015	
ABBREVIATIONS & NOTES	ABB-1 & ABB-2	5-9-2016	
EXISTING CONDITIONS PLAN	C-0	5-9-2016	
SITE PREPARATION PLAN	C-1	5-9-2016	
LAYOUT & MATERIALS PLAN	C-2	5-9-2016	
GRADING & DRAINAGE PLAN	C-3A - C-3B	5-9-2016	
UTILITIES PLAN	C-4	5-9-2016	
DETAILS	DET-1 TO DET-3	5-9-2016	
FIRST & SECOND FLOOR PLANS	A1.01	5-9-2016	
THIRD & FOURTH FLOOR PLANS	A1.02	5-9-2016	
FIFTH & SIXTH FLOOR PLANS	A1.03	5-9-2016	
SOUTH & WEST ELEV. BUILDING ELEV.	A2.01	5-9-2016	
NORTH & EAST ELEV. BUILDING ELEV.	A2.02	5-9-2016	
SITE LAYOUT LONGITUDINAL CROSS VIEWS	A3.01	5-9-2016	
LANDSCAPE PLANTING PLAN	L1.01	5-9-2016	
LANDSCAPE PLANTING & HARDSCAPE DETAILS	L1.02	5-9-2016	
LIGHTING PHOTO-METRIC PLAN & DETAILS	L1.03	5-9-2016	

ISSUED FOR SPECIAL PERMIT
MADE 9, 2016

PRINTED SPECIAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

MASSACHUSETTS
REGISTERED PROFESSIONAL ENGINEER
EXPIRATION 06/30/2018

PLAN NORTH
1 FIRST FLOOR PLAN
3/27' = 1" = 0'



ROOM MATRIX

Room	Area	Count	Notes
Office	1000	10	
Meeting Room	500	5	
Conference Room	2000	1	
Lounge	1500	1	
Kitchen	1000	1	
Dining Area	1500	1	
Restroom	100	2	
Storage Room	200	1	
Central Corridor	1000	1	

2 SECOND FLOOR PLAN
3/27' = 1" = 0'



Homewood Suites

1st Avenue
Needham, Massachusetts



FIRST & SECOND FLOOR PLANS
A1.01

ISSUED:
05-09-16 PLANNING BOARD SUBMISSION

PROJECT ARCHITECT: KAC
ARCHITECT: JLD

REVISION:

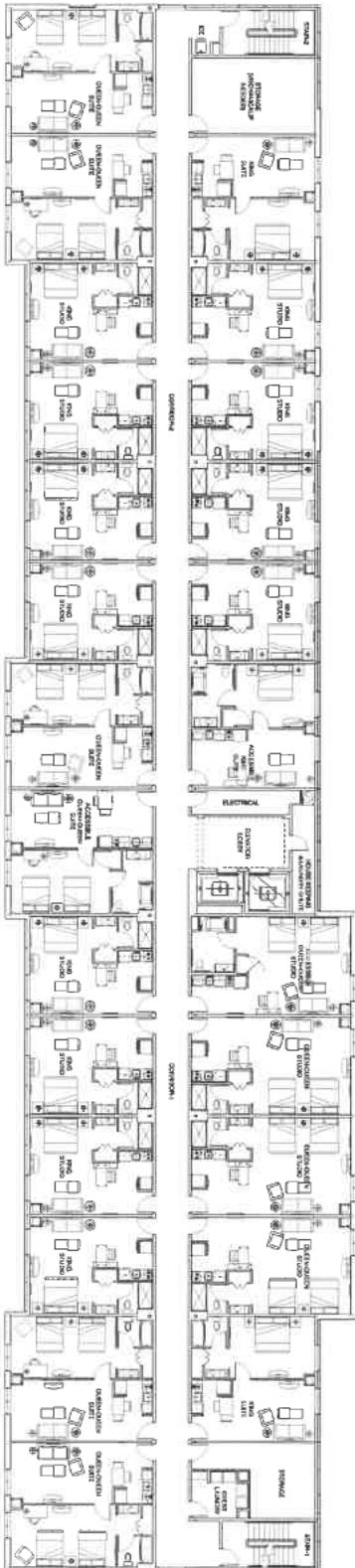
PLAN
NORTH
1
THIRD FLOOR PLAN
3/8" = 1' = 0"



2
FOURTH FLOOR PLAN
3/8" = 1' = 0"



THIRD & FOURTH FLOOR PLANS Issue: 1 A1.02	ISSUED: 05-09-16 PLANNING BOARD SUBMISSION PROJECT: Homewood Suites ARCHITECT: KAK LTD	REVISION: 1 2 3 4	Homewood Suites 1st Avenue Needham, Massachusetts	HOPECHIE ARCHITECTS 1000 WASHINGTON STREET, SUITE 200 NEEDHAM, MASSACHUSETTS 02461 TEL: 617.452.1000 WWW.HOPECHIEARCHITECTS.COM
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2 SIXTH FLOOR PLAN
30'2" x 14'0"



LEGAL NOTICE



Town of Needham
Application for Alteration of
Premises for an All-Alcohol License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Needham Food and Beverage, LLC d/b/a The Heights, Jennifer Hartley, Manager, has applied for an alteration of licensed premises of the following kind: to expand the liquor license to be expanded to the whole hotel; from the bar lounge area and to expand to the small retail market area near the front desk, located at 200 First Avenue, Needham, MA.

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

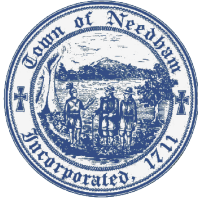
2x3 Town of Needham - Alteration of Premises 11-24-22

(11-24-22 HTW)

**200 FIRST AVENUE
300 FEET**

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/300.0-0031-0000.0	NEEDHAM DEVELOPMENT CORP TR		116 HUNTINGTON AVE STE 6	BOSTON	MA	02116-
199/300.0-0032-0000.0	FORTY A LIMITED PARTNERSHIP		P.O. BOX 95	WESTWOOD	MA	02090-
199/300.0-0053-0000.0	JMDH REAL ESTATE OF NEEDHAM, LLC		15-24 132 ST	COLLEGE POINT	NY	11356-
199/300.0-0074-0002.0	NBCBOSTON REAL ESTATE LLC	ATTN: PROPERTY TAX	ONE COMCAST CENTER 32ND	PHILADELPHIA	PA	19103-
199/300.0-0028-0002.0	NEEDHAM TRAVEL PROPERTY LLC	400 FIRST AVE	ATTN: NORMANDY REAL EST,	NEEDHAM	MA	02494-
199/300.0-0028-0003.0	NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960-5219
199/300.0-0033-0001.0	DIGITAL 128 FIRST AVENUE, LLC		128 FIRST AVE	NEEDHAM	MA	02494-
199/300.0-0048-0000.0	NICOLAZZO, CHARLES G.& NICOLAZZO, GIA A.,	BIGELOW REALTY TRUST	50 TOWER RD	NEWTON	MA	02464-
199/300.0-0073-0000.0	DIGITAL CABOT LLC		128 FIRST AVE	NEEDHAM	MA	02494-
199/300.0-0030-0000.0	300 FIRST AVE REALTY LLC		180 WELLS AVE STE 100	NEWTON	MA	02459-
199/300.0-0033-0002.0	PARTNERS HEALTHCARE SYSTEM, INC	PRUDENTIAL TOWER 800 BOYLSTON ST.	SUITE 1150	BOSTON	MA	02119-
199/300.0-0047-0000.0	CLAREMONT NEEDHAM SUITES LLC		ONE LAKESHORE CT	BRIDGEWATER	MA	02324-
199/300.0-0033-0000.0	DIGITAL FIRST AVENUE, LLC		128 FIRST AVENUE	NEEDHAM	MA	02494-
199/300.0-0054-0000.0	MCMANUS, JAMES H. III, TRUSTEE	ONE FIRST AVENUE REALTY TRUST	86 WASHINGTON STREET UN	HOLLISTON	MA	01746-
199/300.0-0074-0001.0	MCPF-NEEDHAM LLC		1 MET LIFE WAY ATTN: GENE WHIPPANY		NJ	07981-
199/300.0-0028-0004.0	NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960-5219
199/300.0-0074-0003.0	NEEDHAM NINE OWNER LLC		53 MAPLE AVE	MORRISTOWN	NJ	07960-

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

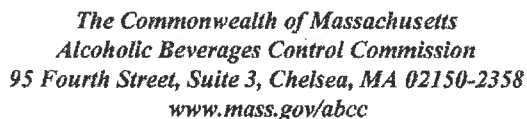


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 12/6/2022

Agenda Item	Public Hearing: Application for a Transfer of an All-Alcohol License – Needham Center Fine Wines
Presenter(s)	Benjamin Levin, Applicant Counsel Viralkumar Patel, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Lianos Liquors Inc, d/b/a Needham Center Fine Wines has applied for the transfer of an All Alcoholic Beverages Liquor License, section 15 package store operated at 1013 Great Plain Ave., Needham, MA. The applicant is requesting the appointment of Viralkumar as Manager of Record.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: <i>Move to approve the Section 15 All Alcohol License transfer application submitted by Lianos Liquors Inc, d/b/a Needham Center Fine Wines including the appointment of Viralkumar Patel as Manager of Record, and so approved forward the application to the ABCC for review final approval.</i>
3.	BACK UP INFORMATION ATTACHED
	1. Transfer Application 2. Business Structure Documents 3. DOR Certificate of Good Standing 4. DUA Certificate of Compliance 5. Manager Application 6. Vote of the Corporate Board 7. Legal Right to Occupy All other documents related to these transactions are on file in the Town Manager's Office.



AMENDMENT-Change or Alteration of Premises Information

ECRT CODE: RETA

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME	NEEDHAM FOOD AND BEVERAGE, LLC
-----------------------	--------------------------------

ADDRESS 2 LAKESHORE CENTER

CITY/TOWN BRIDGEWATER

STATE MA

ZIP CODE 02324

For the following transactions (Check all that apply):

- | | | | |
|---|---|---|---|
| ☐ New License | ☐ Change Corporate Name | ☐ Change of Class (i.e. Annual / Seasonal) | ☐ Change Corporate Structure (i.e. Corp / LLC) |
| ☐ Transfer of License | ☐ Change of DBA | ☐ Change of License Type (i.e. club / restaurant) | ☐ Change of Hours |
| ☐ Change of Manager | ☒ Alteration of Licensed Premises | ☐ Change of Category (i.e. All Alcohol/Wine, Malt) | ☐ Pledge of Collateral (i.e. License/Stock) |
| ☐ Change of Officers/Directors | ☐ Change of Location | ☐ Issuance/Transfer of Stock/New Stockholder | ☐ Management/Operating Agreement |
| ☐ Change of Ownership Interest | ☐ Other | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 5d8f07e1-c68f-45b4-ab3a-f4566c0b60e4

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	03799-RS-0770	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 10/20/2022 2:52:10 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
03799-RS-0770

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Edmund

Last Name:
Brennan

Address:
174 Dean St., Unit B

City:
Taunton

State:
MA

Zip Code:
02780

Email Address:
bhughes@brcsm.com



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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
NEEDHAM FOOD AND BEVERAGE, LLC	NEEDHAM	03799-RS-0770

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

We are applying for the ability to sell alcoholic beverage (liquor, beer & wine) to all areas within the hotel. We are not applying to make any physical alterations to the premises.

APPLICATION CONTACT

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

Name	Title	Email	Phone
BRIAN J. HUGHES	Attorney	bhughes@brscsm.com	508-822-0178

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

No physical alterations would take place. We would expand alcohol sales to all areas of the hotel.

2B. PROPOSED DESCRIPTION OF PREMISES

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

The hotel has of 6 floors. The currently licensed premises are on the first floor. The proposed new area would include the first floor buffet and dining seating area, small market area, front desk, lobby, meeting space and 9 guest rooms. Floors 2 through 6 each feature a total of 134 guest rooms.

Total Sq. Footage	107,776	Seating Capacity	36	Occupancy Number	72 (plus guest room)
Number of Entrances	4	Number of Exits	4	Number of Floors	6

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Landlord Name

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

4. FINANCIAL DISCLOSURE

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

Associated Cost(s):

\$0.00 for renovations. Premises are as existing and no physical alterations are proposed.

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

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

APPLICANT'S STATEMENT

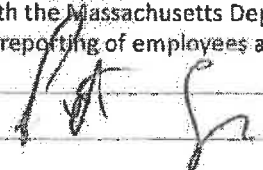
I, Patrick Carney, Jr. the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Needham Food and Beverage, LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 9/28/22

Title: Manager

ADDITIONAL INFORMATION

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

We are asking that the currently licensed premises be expanded to include the whole hotel. If allowed, beer, wine and liquor would continue to be sold from the bar lounge area, and, from the small retail market area located near the front desk. The market has no street facing windows. The proposed premises expansion is purely as an amenity for hotel guests. All staff members who would be authorized to sell alcohol would be TIPS certified.

ENTITY VOTE

The Board of Directors or LLC Managers of

Needham Food and Beverage, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

9/28/2022

Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Patrick Carney, Jr.

Name of Person

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

A true copy attest,



Corporate Officer / LLC Manager Signature

Patrick Carney, Jr.

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



405140436

Rosalin Acosta
SECRETARY

Connie C. Carter
INTERIM DIRECTOR

CLAREMONT COMPANIES LLC
2 Lakeshore Ctr
Bridgewater, MA 02324-1060

EAN: 22130419
October 11, 2022

Certificate Id:63338

The Department of Unemployment Assistance certifies that as of 10/11/2022 ,CLAREMONT COMPANIES LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Connie C. Carter, Interim Director

Department of Unemployment Assistance



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

mass.gov/dor

Letter ID: L0799669184
Notice Date: October 7, 2022
Case ID: 0-001-717-994



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEEDHAM FOOD AND BEVERAGE LLC
200 1ST AVE
NEEDHAM MA 02494-2805

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001285931

1. The exact name of the limited liability company is: NEEDHAM FOOD AND BEVERAGE, LLC

2a. Location of its principal office:

No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

OWNING AND OPERATING A BAR AND RESTAURANT AND ALL OTHER LAWFUL BUSINESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ELIAS PATOUCHEAS
 No. and Street: 1 LAKESHORE CENTER
 City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ELIAS PATOUCHEAS	1 LAKESHORE CENTER BRIDGEWATER, MA 02324 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELIAS PATOUCHEAS	1 LAKESHORE CENTER BRIDGEWATER, MA 02324 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of August, 2017,
ELIAS PATOUCHEAS

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

THE COMMONWEALTH OF MASSACHUSETTS

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

August 09, 2017 02:14 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001285931

Annual Report Filing Year: 2022

1.a. Exact name of the limited liability company: NEEDHAM FOOD AND BEVERAGE, LLC

1.b. The exact name of the limited liability company as amended, is: NEEDHAM FOOD AND BEVERAGE, LLC

2a. Location of its principal office:

No. and Street: TWO LAKESHORE CENTER
City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

No. and Street: TWO LAKESHORE CENTER
City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
OWNING AND OPERATING A BAR AND RESTAURANT AND ALL OTHER LAWFUL BUSINESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PATRICK CARNEY, JR.
No. and Street: TWO LAKESHORE CENTER
City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	PATRICK CARNEY JR	TWO LAKESHORE CENTER BRIDGEWATER, MA 02324 USA
MANAGER	FRANCIS XJ LYNCH	605 NORTH OLIVE AVENUE, 2ND FLOOR WEST PALM BEACH, FL 33401 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	PATRICK CARNEY JR	TWO LAKESHORE CENTER BRIDGEWATER, MA 02324 USA
REAL PROPERTY	FRANCIS XJ LYNCH	605 NORTH OLIVE AVENUE, 2ND FLOOR WEST PALM BEACH, FL 33401 USA

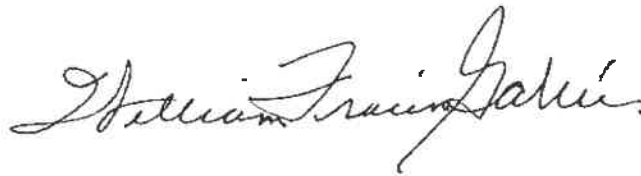
9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of October, 2022,
PATRICK CARNEY, JR. , Signature of Authorized Signatory.**

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:

October 05, 2022 11:13 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



December 2, 2022

Needham Select Board
Needham Town Hall
1471 Highland St.
Needham, MA 02492

Re: Application for Liquor License Amendment for Needham Food and Beverage, LLC d/b/a
"The Heights" 200 First Avenue, Needham

Dear Select Board Members:

Please find enclosed herewith a copy of the Lease with regard to the above-referenced premises. This was approved by the Board in 2017, when the original application for licensure was filed. An executed copy cannot be found but one would be provided upon approval of the current application.

Feel free to call if you have any questions or concerns. Thank you.

Very truly yours,

/s/ Brian J. Hughes
Brian J. Hughes

362 Broadway
Providence, RI 02909
401.453.2300

174 Dean Street, Unit B
Taunton, MA 02780
508.822.0178

www.brcsm.com

COMMERCIAL LEASE

This LEASE entered into this _____ day of August 2016, by and between **CLAREMONT NEEDHAM SUITES, LLC**, a Delaware limited liability company with a principal place of business of 1 Lakeshore Center C/O The Claremont Company, Inc. Bridgewater, MA 02324 ("**Landlord**"), and **NEEDHAM FOOD AND BEVERAGE, LLC**, having a business address of 1 Lakeshore Center C/O The Claremont Company, Inc. Bridgewater, MA 02324 USA ("**Tenant**").

ARTICLE 1 - Grant and Description of Premises Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties hereto, demises and leases to Tenant, bar/restaurant space (the "**Premises**") in the building located at and known as 200 First Avenue, Needham, Massachusetts 02494 (hereinafter the "**Building**"), together with the right to use in common with others entitled thereto, the areas designated for the common use of all Tenants of the Building.

ARTICLE 2 - Commencement and Length of Term: The Lease shall be for a term commencing on the date that the Tenant takes possession of the Premises (the "**Commencement Date**") and terminating ten (10) years from said Commencement Date, unless sooner terminated or extended as hereinafter expressly provided (said period is referred to as "**Initial Term**" and said Initial Term together with any renewal periods is referred to as "**Term**"). Tenant and Landlord covenant and agree that the Commencement Date shall occur on January 1, 2018 and Terminating on December 31, 2027.

ARTICLE 3 - Renewal Options: Provided Tenant is not in default of any of its obligations hereunder which have not been cured prior to the renewal period, Tenant is hereby granted the right to renew this Lease for two (2) successive five (5) year renewal periods (the "**Renewal Period**"). To exercise such options, Tenant shall give to Landlord written notice at least six (6) months prior to the expiration of the Initial Term or any renewal period of the Term, which notice shall be delivered by first class mail.

ARTICLE 4 – Rent: Tenant shall pay a minimum rent ("**Basic Rent**") as follows: during the Initial Term, the Basic Rent shall be paid at a rate of Twelve-Thousand (\$12,000.00) annually, prepaid in monthly installments of One-Thousand (\$1,000.00) Dollars:

ARTICLE 5 - Taxes, Utilities and Other Charges: Landlord agrees to pay its pro rata share of all general and special taxes, including existing and future assessments of any kind or nature, lawfully imposed by any governmental authority upon the Building and all operating expenses assessed to the Building (the taxes and operating expenses are collectively referred to as "Taxes"). Tenant shall pay when due all general and special taxes imposed upon all fixtures, equipment and personal property of every type which Tenant maintains in the Premises directly to the taxing authority. Commencing on the Commencement Date, charges for all utility services to the Premises, including, but not limited to, gas, steam, electricity, water, sewer and telephone charges (collectively "Utilities") shall be included in the amount for Basic Rent.

ARTICLE 6 - Landlord's Right To Cure: If Tenant shall at any time fail to pay any amounts required in this Lease or to take out, pay for, maintain, or deliver any of the insurance policies provided for in this Lease, or shall fail to perform any other act on its part to be made or performed under this Lease, then Landlord, without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to): (1) pay any tax or assessment so payable by Tenant, or (2) take out, pay for and maintain any of the insurance policies provided for in this Lease, or (3) after ten (10) days' written notice to Tenant (or immediately and without notice in situations involving potential danger to the health or safety of persons in, on or about the Premises or a threat of deterioration of, or damage to, the Premises), make any other payments or perform or cause to be performed any act on Tenant's part to be made or performed as in this Lease provided, and may enter upon the Premises for any such purpose and take all such action thereon as may be necessary therefor. All sums so paid by Landlord and costs and expenses incurred by Landlord in connection with the performance of any such act shall be paid by Tenant to Landlord on demand as if the same were additional rent hereunder (and nonpayment of which shall have the same consequences as nonpayment of rent).

ARTICLE 7 – INTENTIONALLY OMITTED

ARTICLE 8 - Use of Premises: Subject to the restrictions hereinbelow, Tenant shall have the right to use the Premises solely for the purpose of operating a bar/restaurant business (the foregoing use is hereinafter referred to as "Permitted Use"). Any expansion or alteration of the Permitted Use of the Premises shall be subject to Landlord's prior written consent and subject to all applicable laws, ordinances and regulations. Any knowing and willing use of the Premises by Tenant or Tenant's employees, or agents for any illegal activity, which results in a criminal conviction, shall be grounds for immediate termination of the Lease by the Landlord. Tenant shall adhere to all of the following in its Permitted Use of the Premises:

(a) Tenant agrees promptly to comply with all laws, ordinances, orders and regulations affecting the Premises and the cleanliness, safety, operation and use thereof. Tenant also agrees to comply with the requirements and reasonable recommendations of any insurance company, inspection bureau or similar agency providing services to Landlord with respect to the Premises. Tenant agrees not to permit any use that overloads the applicable utility lines servicing the Premises.

(b) Tenant agrees not to: (i) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of the Landlord's insurance thereof; (ii) use the Premises for any purpose whatsoever which might create a public nuisance; (iii) cause structural damage ; (iv) commit or suffer any waste; (v) discharge any hazardous waste, oil or toxic substances on the Premises; (vi) permit offensive odors; (vii) use the Premises or operate Tenant's business in violation of any law, ordinance, rule, by-law, code or regulation of any governmental authority; or (viii) permit any nude entertainment to be conducted on the Premises.

Failure of Tenant to strictly adhere to the provisions of this Article 8 shall be deemed a Default Event by Tenant under Article 18 hereof and Landlord shall be entitled to pursue all remedies provided in this Lease resulting from such Default Event.

ARTICLE 9 – Utilities: Landlord shall have no obligation to provide Utilities other than the Utilities and equipment within the Premises as of the Commencement Date. In the event Tenant requires additional Utilities or equipment, the installation and maintenance thereof shall be the Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld and/or delayed. No interruption or discontinuance of any Utility, or inability to obtain same, regardless of the nature of the cause shall be deemed an eviction or disturbance of Tenant, relieve Tenant from any obligation under this Lease, or create any liability on the part of Landlord. Tenant agrees to indemnify Landlord against any damage caused by overloading of any Utility system on the Premises or connected with same.

ARTICLE 10 - Condition, Improvements, Repairs and Maintenance:

10.1 **Walk-thru of the Premise.** Tenant shall conduct a walk-thru of the Premises within 3 – 5 business days of the Commencement Date of this Lease. Premises shall be in the same condition as of the date of this Agreement, reasonable wear and tear expected.

10.2 **Condition of Premises.** Tenant accepts the Premises "as is" in the condition in which it is on the date of the execution of this Lease. Except as otherwise provided in Section 10.6 below, Tenant acknowledges that Tenant shall be responsible, at its sole cost and expense, for making all necessary leasehold improvements required to make the Premises suitable for the Permitted Use and for bringing the Premises into full compliance with all applicable laws for Tenant's Permitted Use of the Premises ("**Tenant's Work**").

10.3 **Improvements to the Premises.** Provided that no emergency exists (such as bursting pipes and the like), Tenant shall not commence any Tenant's Work nor make any alterations, improvements and/or additions to the Premises (collectively "**Improvements**") without first providing Landlord with detailed plans for any Tenant's Work and obtaining, in each instance, the written consent of Landlord, such consent not to be unreasonably withheld or delayed. Any Tenant's Work and any such Improvements by Tenant shall be made in accordance with all applicable laws and shall be in a good and workmanlike manner and in accordance with the provisions of this Lease. Any Tenant's Work and any Improvements made by Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor and any electrical, plumbing, heating, ventilating and/or air-conditioning systems and equipment) shall remain upon the Premises, and at the termination of this Lease shall be surrendered with the Premises as part thereof without disturbance, molestation or injury. However, the usual trade fixtures, furniture and equipment not currently located in the Premises, which may be installed in the Premises during the Term hereof at the cost of Tenant shall be removed by Tenant from the Premises upon termination of this Lease. Further, Tenant covenants and agrees, at its sole cost and expense, to repair any and all damage to the Premises resulting from or caused by such removal. In any event, any trade fixtures, equipment, furniture and other personal property which remain in the Premises following the expiration or earlier termination of the Term hereof, at Landlord's option, may thereafter be removed and stored at the cost of Tenant, or retained as the property of Landlord or sold or otherwise disposed of by Landlord, in any such case without any liability to or recourse by Tenant or anyone claiming by, through or under Tenant. All Tenant's Work and Improvements shall conform to all

applicable statutes, ordinances, regulations, codes and requirements of Landlord's and Tenant's underwriters. Landlord's approval of plans and specifications shall not constitute an acknowledgment that work done in conformity therewith will so conform, and Tenant shall be solely responsible for corrections in Tenant's Work and Improvements required by any governmental agency or insurance underwriters. Tenant shall obtain and convey to Landlord approvals from all agencies with jurisdiction over matters relative to electrical, gas, water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. Landlord reserves the right to require changes in Tenant's Work and Improvements when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the Premises.

10.3 Insurance Related to Improvements. Prior to commencement of any Tenant's Work and/or Improvements and until completion thereof, Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form covering Landlord, Landlord's agents, servants or employees, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all Tenant's Work and/or Improvements, and all materials stored at the site of Tenant's Work and/or Improvements. In addition, Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work and/or Improvements to effect and maintain, and deliver to Tenant and Landlord, certificates evidencing the existence of, prior to commencement of any Tenant's Work and/or Improvements and until completion thereof, the following insurance coverages:

(a) Worker's Compensation Insurance - In accordance with the laws of The Commonwealth of Massachusetts, including Employer's Liability Insurance, with limits as required by law.

(b) Comprehensive public liability insurance in the same form and limits as Tenant is required under Article 13.1 of this Lease to carry or in such greater amounts as the Landlord may reasonably determine and hereafter from time to time advise Tenant in writing.

Prior to commencement of any Tenant's Work and/or Improvements, Tenant shall deliver to Landlord certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such certificates shall state that the same is non-cancellable and non-amendable without thirty (30) days' prior written notice to Landlord.

10.4 Mechanic's Liens. Tenant shall promptly pay all contractors and materialmen hired by Tenant to furnish any labor or materials for such Tenant Work and/or Improvements. Should any lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after the lien is made or filed. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as additional rent on the first day of the next month following receipt of a bill from Landlord itemizing its costs. Tenant agrees to save and hold Landlord harmless from any loss, cost or suit brought by any person for injuries sustained, or property damage arising out of Tenant's Work and/or Improvements to the Premises.

10.5 Tenant Repairs and Maintenance. Tenant covenants throughout the Term, at its sole cost and expense, to keep the Premises, inside and outside, and all leasehold improvements, fixtures

and equipment therein, and all signs of Tenant erected thereon, in good repair and condition, making all repairs thereto in a timely fashion or as Landlord may reasonably request from time to time in furtherance of this Article. All repairs are to be in a good and workmanlike manner. Tenant's responsibility hereunder, at its sole cost and expense, shall include, without limitation, repair and replacement in a workmanlike manner all of the following property: all mechanical equipment required for operation of the Premises, all fixtures and equipment within the Premises. The provisions of this Article shall not require Tenant to make capital improvements to the structural parts of the Building, including the foundation, bearing walls and columns, roof or utility lines outside the Building, unless the condition necessitating such capital improvements to the structural parts have been caused by Tenant, its agents, servants or invitees. Tenant shall, at its sole cost and expense, arrange for rubbish removal and for janitorial services with respect to the Premises. If Tenant refuses or neglects to make such repairs or to maintain the Premises as provided herein in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant reasonable written notice, except in situations deemed to be emergency situations by Landlord, to make such repairs or perform such maintenance on behalf of and for the account of Tenant, and Tenant shall pay Landlord's costs and expenses of such work as additional rent on the first day of the month following receipt of a bill from Landlord therefore.

10.6 Landlord Maintenance and Repairs. Landlord shall, within a reasonable period after receipt of notice from Tenant, make or cause to be made necessary structural repairs to the exterior walls (but excluding plate glass and signs) and shall keep in good order, condition and repair the exterior foundations of the Premises and the plumbing located within the common areas and/or outside of the Building. Landlord shall not be required to make any such repairs or installations where the need for same are necessitated, caused or occasioned by (i) any act or omission or negligence of Tenant or its employees, agents, invitees, licensees, visitors or contractors, or (ii) fire or other casualty or condemnation, except as provided in Article 14. Landlord agrees to provide the following improvements to the premises:

- (a) None

10.7 Intentionally omitted.

10.8 Landlord's Access. Upon reasonable notice to Tenant and at reasonable times, Landlord may enter upon the Premises to inspect, maintain and repair the Premises if Landlord reasonably believes that Tenant has not adequately done so, and to charge to Tenant the cost thereof. Tenant agrees to pay said charges when and if such charges are presented for payment.

ARTICLE 11 - Additional Covenants of Tenant: Tenant also agrees and covenants with Landlord throughout the Term of the Lease:

- (a) To pay all Basic Rent and additional rent at the times and in the manner set forth herein.
- (b) To provide Landlord upon reasonable written request with evidence that it has paid all taxes and assessments required hereunder, including without limitation, all state and federal sales taxes.
- (c) To comply promptly with all applicable laws, rules, regulations, by-laws, ordinances, requirements and orders of governmental authorities, boards of fire underwriters, Massachusetts Department of Revenue, Massachusetts Alcohol Beverage Control Commission and similar organizations.

(d) To make all structural and non-structural repairs, alterations, additions or replacements to the Premises required under the terms of this Lease, or as shall become required during the Term, by the terms of this Lease or by any law, rule, order, regulation or requirement of any public authority (or the fire insurance rating association having jurisdiction).

ARTICLE 12 - Quiet Enjoyment: Provided Tenant is not in default, Tenant shall have the peaceable and quiet enjoyment and possession of the Premises during the Term hereof without any hindrance or molestation from Landlord, its agents, servants or employees.

ARTICLE 13 - Insurance and Indemnification:

13.1 Landlord's Insurance. At all times during the Term of this Lease, Landlord will maintain, in commercially reasonable amounts, (a) fire and extended coverage insurance on the Building, and (b) public liability and property damage insurance.

13.2 Tenant's Insurance. Tenant, at its own cost and expense, shall obtain and maintain in full force and effect during the Term of this Lease, policies of insurance covering the following risks:

(a) Fire and extended coverage insuring the Premises and all leasehold improvements and equipment (exclusive of the Tenant's own equipment) in the Premises in an amount equivalent to the "full replacement cost" of the thereof (excluding foundation and excavation costs) and all of Tenant's equipment, trade fixtures, appliances, furniture, and personal property from time to time, on or upon the Premises. Landlord may demand that the "full replacement cost" shall be determined from time to time during the Term hereof at the request of Landlord by an appraiser, engineer, architect or contractor designated by Landlord, paid for by Tenant and approved in writing by Landlord. No omission on the part of Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article 13.

(b) Comprehensive public liability insurance including product liability insurance, property damage insurance and personal property insurance in amounts not less than \$1,000,000 with respect to injuries to one person and \$1,000,000 with respect to injuries suffered in any one accident, or such higher limits as may be reasonably required by Landlord from time to time.

(c) Business interruption insurance in amounts sufficient to prevent Tenant from becoming a co-insurer thereof, and to assure the continuance of the operating income and profit of Tenant's business at the Premises during any period in which Tenant is unable to conduct such business in the Premises, or any part thereof, by reason of loss or damage due to fire or other casualty, the elements, civil commotion or riot, or any other cause, whether insured or uninsured.

Such policies shall name Landlord, any other parties in interest designated by Landlord, and Tenant as the insured party, and shall contain a clause that the insurer shall not cancel such policies without thirty (30) days prior written notice to Landlord and shall be issued by insurers licensed to sell casualty and property insurance in The Commonwealth of Massachusetts. On or before the Commencement Date and at least thirty (30) days before any such policy shall expire, Tenant shall deliver a certificate of such insurance coverage to Landlord.

13.3 Compliance. Tenant shall not violate or permit violation of any of the conditions and provisions contained in the insurance policies provided for hereunder. Tenant shall perform and satisfy the requirements of the insurance company writing any such policy, so that at all times insurance companies of good standing shall be willing to write or to continue such insurance policies.

13.4 Waivers of Subrogation. Landlord and Tenant each hereby release the other, to the extent of their insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other or its agents, provided however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies covering such loss or damage shall contain a clause to the effect that this release shall not affect said policies or the right to recover thereunder. Landlord and Tenant agree that their fire and other casualty insurance policies will include such a clause so long as the same is includable without extra cost, or if an extra cost is chargeable therefor, so long as the other pays such extra cost. If an extra cost is chargeable therefor, the insured will advise the other party of the cost. The other party at its election may pay the same, but shall not be obligated to do so.

13.5 Indemnification. Notwithstanding its insurance obligations, Tenant shall indemnify and save harmless Landlord and its officers, directors, shareholders, managers, employees and agents against and from (a) all claims of any kind or nature by or on behalf of any person arising out of (i) any condition of the Premises, or (ii) the construction, reconstruction, improvement, use, occupancy, conduct or management of or from any work or anything done or omitted to be done in or about the Premises, or (iii) any accident, injury or damage to any person or property occurring in or about the Premises resulting from the operation of Tenant's business at the Premises or for any other reason whatsoever, or (iv) any breach or default by Tenant of any of its obligations hereunder, or (v) any act or omission of Tenant or any of its agents, contractors, servants, employees, or licensees, and (b) all costs, counsel fees, expenses or liability reasonably incurred in connection with any such claim or action or proceeding brought thereon. If any action or proceeding is brought against Landlord or any such member, manager, officer, employee or agent by reason of any indemnified claim, Landlord shall give Tenant notice of the action or proceeding and Tenant shall defend such action or proceeding. Subject to the foregoing, Landlord shall cooperate and join with Tenant as may be required in connection with any action taken or defended by Tenant.

ARTICLE 14 - Fire or Other Casualty:

14.1 Partial Damage. In the event that during the Term hereof the Premises shall be partially damaged (as distinguished from "substantially damaged", as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the Premises to substantially their condition at the time of such damage. Notwithstanding anything in the prior sentence to the contrary, Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control and Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance proceeds paid to Landlord for such damage or destruction.

14.2 Substantial Damage. In the event that during the Term hereof the Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by insurance payable to Landlord, this Lease shall remain in full force and effect so long as the net insurance proceeds payable to Landlord for such damage is sufficient in Landlord's determination to restore the Premises to substantially the same condition as prior to the fire or other casualty. The Landlord shall promptly, after the determination and receipt of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount of insurance to restore the Premises to substantially the same condition, but Landlord shall not be responsible for any delay which may result from any cause beyond the reasonable control of

Landlord. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises in the sole and absolute estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises with all reasonable diligence or Landlord may terminate this Lease by giving written notice to Tenant not later than thirty (30) days after Landlord has determined the estimated net amount of insurance proceeds available to Landlord and the estimated cost of such restoration. In case of substantial damage or destruction, as a result of a risk which is not covered by insurance available to Landlord, Landlord shall be entitled to rebuild the Premises, all as aforesaid, unless Landlord, within sixty (60) days after the occurrence of such event, gives written notice to Tenant of Landlord's election to terminate this Lease. If Landlord shall elect to terminate this Lease, as aforesaid, this Lease and the Term hereof shall cease and come to an end as of the date of said damage or destruction. Notwithstanding anything in this Article 14 to the contrary, if Landlord sends notice of termination to Tenant pursuant to the terms of this Paragraph and Tenant notifies Landlord within fourteen (14) days after receipt of Landlord's notice that Tenant desires to continue the Lease, the Lease shall not terminate but Tenant shall be responsible for paying to Landlord for all costs required to restore the Premises to the condition the Premises were in prior to the fire or casualty which are not covered by insurance available to Landlord ("Excess Uninsured Costs"). Landlord shall be entitled to require the Excess Uninsured Costs be paid in advance by Tenant as a condition to reinstating the Lease. Notwithstanding anything in this Article 14 to the contrary, if the Premises are substantially damaged Tenant shall have the option to terminate this Lease by written notice to Landlord if (i) Landlord fails to give notice within sixty (60) days of the casualty of its intention to restore the Premises; or (ii) Landlord fails to proceed to restore the Premises to a condition substantially suitable for their intended use within one hundred twenty (120) days of the date of such casualty.

14.3 Tenant's Obligations. Unless this Lease is terminated as provided in Article 14.2, if the Premises shall be damaged or destroyed by fire or other casualty, then Tenant shall: (i) repair and restore all portions of the Premises not required to be restored by Landlord pursuant to this Article 14 to substantially the condition which such portions of the Premises were in at the time of such casualty; (ii) equip the Premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business; and (iii) open for business in the Premises as soon thereafter as possible.

14.4 Basic Rent and additional rent Abated. In the event that the provisions of Article 14.1 or Article 14.2 of this Lease shall become applicable, the Basic Rent and additional rent shall be abated or reduced during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises.

14.5 Damage Definition. The terms "substantially damaged" and "substantial damage", as used in this Article, shall have reference to damage of such a character as cannot be reasonably expected to be repaired or the Premises restored within sixty (60) days from the time that such repair or restoration work would be commenced.

14.6 Termination. Notwithstanding anything herein to the contrary, in the event that the entire Premises, or a substantial portion thereof such that the remainder is rendered unsuitable for the Permitted Uses, or access to the Premises shall be taken by any public authority or for any public use or shall be destroyed or damaged by fire or casualty or by the action of any public authority, then this Lease may be terminated at the election of either of the parties. Such election is to be made by either party by giving written notice to the other party within thirty (30) days after the date of such damage or taking first accrued.

ARTICLE 15 – Condemnation: If the whole of the Premises shall be acquired or condemned under eminent domain proceedings, then the Term of this Lease shall cease and terminate when the Premises are taken. All payment obligations of Tenant hereunder shall cease on said termination date. In the event of a taking of a portion of the Premises and as a result of said taking the total floor area remaining in the Premises shall be reduced to less than seventy-five percent (75%) of the total floor area in the Premises at the commencement of the Term hereof, then at the election of Tenant, this Lease may be terminated as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event Tenant remains in operation, all rent shall be reduced pro rata and Landlord shall, within six (6) months after said condemnation, rebuild the Premises on the space available, unless delayed through causes beyond its control, including the attainment of taking or insurance proceeds for the same; in which case Landlord shall rebuild the Premises in as diligent a manner as possible. Notwithstanding anything in the prior sentence to the contrary, Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control and Landlord shall not be obligated to spend for such repairs and restoration an amount in excess of any insurance or taking proceeds paid to Landlord for such taking.

In any event, Tenant shall have no claim against Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Landlord as a result of any such taking; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or removal of trade fixtures, or reimbursement for the undepreciated costs of the leasehold improvements made by the Tenant to the Premises or loss of business goodwill. Except as aforesaid, the entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

ARTICLE 16 - Assignment-Subletting: Tenant shall not assign, mortgage, pledge or encumber this Lease nor sublet all or any part of the Premises nor allow any other party to occupy all or any portion of the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. No assignment of this Lease or sublet of the Premises shall release Tenant or any guarantor from their obligations hereunder or under any previously executed guaranty. Notwithstanding anything in this Lease to the contrary, Tenant shall have no right to assign or sublet all or any portion of the Premises if Tenant is in default of its obligations under the Lease at the time that Tenant desires to assign or sublet all or any portion of the Premises. Tenant shall reimburse Landlord on demand for all costs incurred by Landlord (including without limitation legal fees and expenses) in reviewing and/or approving Tenant's request for an assignment of this Lease or sublet of the Premises including the preparation and/or review of all documentation in connection therewith.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation: (a) any transfer of Tenant's interest in the Lease by operation of law; (b) any transfer of Tenant's interest in the Lease by merger or consolidation of Tenant with or into any other firm, corporation or other entity; (c) the transfer or sale of a controlling interest in Tenant by sale or other transfer of its stock from the stockholders as of the date hereof to any outside party; (d) a sale of all or substantially all of the Tenant's assets, including this Lease; or (e) any such other similar transaction entered into by Tenant or its stockholders as Landlord shall determine in its sole discretion. Tenant's request for Landlord's consent to subletting or assignment shall be submitted in writing and Landlord's consent, which consent shall not be unreasonably withheld and/or

delayed, shall be granted at Landlord's sole discretion provided the prospective assignee or sublessee shall agree to pay Landlord the greater of all amounts reserved in this Lease or that agreed upon between Tenant and the prospective assignee or sublessee. Tenant shall have no right to collect such greater amount, if any, from the proposed assignee or sublessee, but rather the same shall belong to Landlord. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anybody other than Tenant, Landlord may collect all amounts due hereunder from the assignee, sublessee or occupant, and apply the net amount collected to all amounts due hereunder, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sublessee or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

ARTICLE 17 - Subordination and Estoppel: This Lease shall at all times be subject and subordinate to the lien of any mortgage, trust deed or any ground lease now or hereafter placed upon the Building or the Premises, and Tenant covenants and agrees to execute and deliver, upon reasonable notice, such further instruments subordinating this Lease to the lien of any such instruments as shall be desired by Landlord, or any mortgagee or trustees under trust deeds. The provisions of this paragraph shall be self-operative and no further instrument shall be required; provided, however, in confirmation thereof, Tenant shall execute such further assurance as may be requested. Tenant further, to the extent not prohibited by law, waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed. Within ten (10) days after request by Landlord, Tenant agrees to deliver an estoppel certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are not defenses or offsets thereto, or stating those claimed by Tenant.

ARTICLE 18 – Default: Tenant shall be in default under this Lease upon the happening of any of the following events ("**Default Event**"):

- (a) Tenant fails to pay Basic Rent, additional rent or any other amounts due from Tenant throughout this Lease within ten (10) days after notice from Landlord provided, that Landlord shall not be required to give notice more than two (2) times in any consecutive twelve (12) month period;
- (b) Tenant violates any of the other terms, conditions or covenants herein contained if Tenant fails to cure the same within thirty (30) days from the date of written notice of such default, or such longer period of time as is reasonably necessary to cure if such violation cannot be cured within thirty (30) days provided Tenant has expeditiously commenced curing such default within said thirty (30) day period and is diligently, in Landlord's judgment, pursuing said cure;
- (c) Tenant becomes insolvent or makes any assignment for the benefit of creditors;
- (d) Tenant files, or has filed against it/him, any petition under any bankruptcy or similar laws which is not discharged within sixty (60) days of said filing;
- (e) Tenant's assets are levied upon in anticipation of a sheriff's or constable's sale thereof, which levy is not satisfied prior to the proposed sale date;

- (f) a receiver is appointed for Tenant's business;
- (g) Tenant fails to pay any taxes due which shall become a lien on any of Tenant's assets, which lien is not discharged within sixty (60) days;
- (h) Tenant admits in writing its/his inability to pay its/his debts generally as they become due; or
- (i) Tenant fails to notify Landlord as specified in Article 11(c) hereinabove.

Upon the happening of a Default Event, Landlord may declare the Term of this Lease terminated, and pursue all legal and equitable remedies available to it under the laws of the Commonwealth of Massachusetts resulting from Tenant's breach, including, but not limited to, re-entering the Premises by summary proceedings or otherwise, expelling Tenant and removing all of Tenant's property therefrom or bringing an action to recover all rents and other charges due hereunder from Tenant for the remaining Term of the Lease. In addition, Landlord shall be entitled to all costs incurred as a result of Tenant's breach, including, but not limited to, all reasonable attorneys' fees incurred to correct such default and/or to pursue all remedies available to Landlord. Any assessment of legal fees will be extended to remedies available to the tenant also.

Upon and after entry into possession without terminating this Lease, Landlord may, but shall not be obligated to, relet all or any part of the Premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord's sole discretion shall determine. Landlord shall not be required to accept any prospective lessee offered by Tenant, or to observe any instruction given by Tenant about such reletting. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by Landlord desirable or convenient and charge Tenant for such costs. All consideration received by Landlord for reletting the Premises shall be the sole property of Landlord. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay the rental and Tenant's other obligations reserved in this Lease and all of Landlord's other costs and expenses of any kind or nature related to the reletting of the Premises, Tenant agrees to pay to Landlord the deficiency upon demand.

The failure of Landlord to insist in any one or more instances upon the performance of any of the covenants or conditions of this Lease or to exercise any right or privilege herein conferred shall not be construed as thereafter waiving or relinquishing Landlord's right to the performance of any such covenants, conditions, rights or privileges, and the same shall continue and remain in full force and effect, and the waiver of any default or right shall not constitute waiver of any other default, and the receipt of any rent by Landlord from Tenant or any assignee of Tenant, or of any portion thereof, shall not operate as a waiver therein contained, of any of Landlord's rights hereunder unless evidenced by Landlord's written waiver thereof. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as may be reasonable under the circumstances to correct any such default, after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE 19 - Expiration of Term: Tenant, at the expiration of the Term hereof or any prior termination as herein provided, shall remove its goods and effects and peaceably yield up the Premises in the same condition and repair as the Premises were in at the commencement of the

Term hereof or as may have been put in thereafter, loss by or ordinary wear and tear and eminent domain excepted, but in any event clean and tenantable and free of occupants and subject, in any event, to Tenant's obligations under Articles 10.2, 10.4 and 11(e), provided that if any such removal of its goods and effects causes any damage to the Premises, Tenant shall promptly repair the same at its sole cost and expense. Any property, fixtures or equipment of Tenant remaining on the Premises after termination hereof shall be deemed to be abandoned and may be removed and disposed of by Landlord as Landlord shall determine, and Landlord shall charge the cost of such removal and any repairs or replacements to the Premises necessitated thereby to Tenant.

ARTICLE 20 – Notices: All notices required to be sent under the provisions of this Lease to Landlord and Tenant by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, or by hand delivery or overnight mail to the parties at the address listed above.

Either party may, at any time, in the manner set forth for giving notices to the other, set forth a different address to which notice to it may be sent.

ARTICLE 21 – Recording: This Lease shall not be recorded, but a short form notice of this Lease shall be recorded upon the request of either party. The parties hereto agree that upon such request by the party, the other party will execute whatever instruments may be necessary for the recording of said short form.

ARTICLE 22 - Successors and Assigns: This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns, including all permitted subtenants. Each subtenant or assignee shall, as a pre-condition to Landlord's approval of Tenant's sub-letting the Premises or assigning this Lease, execute such written instruments as Landlord shall reasonably require evidencing its agreement to be bound by every term of this Lease, provided that such an agreement shall not operate to release Tenant from its obligations hereunder.

ARTICLE 23 - No Personal Liability: No officers, directors, shareholders, trustees, employees, and agents of Landlord shall be personally liable for any obligation of Landlord hereunder and all parties hereto and all other persons shall look solely to the assets of Landlord for the satisfaction of any obligation of Landlord hereunder. Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord, it being agreed that Landlord (and its members, venturers, and partners, and all of their officers, directors, and employees) will never be personally liable for any such judgments.

ARTICLE 24 – Intentionally Omitted.

ARTICLE 25 - Governing Law, Jurisdiction and Interpretation: The laws of The Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Lease. The parties agree that any actions brought under this Lease shall be brought only in the State or Federal Courts located in Boston, Massachusetts. If any provision of this Lease is held to be invalid, such invalid provision shall be deemed to be severable from and shall not affect the validity of the remainder of this Lease.

ARTICLE 26 – Signs: The Landlord shall be responsible for supplying and installing all signage to tenant at its own cost and expense. Tenant shall submit to Landlord, for Landlord's prior written approval (such approval not to be unreasonably withheld or delayed), the design and specifications for any sign identifying the name and business of Tenant to be erected at the Premises during the Term. Such sign shall conform to the rules and regulations of the Town of Needham and any other applicable law, rule, ordinance or code as may be enacted and binding upon the Premises during the Term of the Lease.

ARTICLE 27 - Entire Agreement. This Lease and the exhibits attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

ARTICLE 28 – Amendments. No amendments, modifications of or supplements to this Lease shall be effective unless in writing, executed and delivered by Landlord and Tenant.

ARTICLE 29 – No Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE 30 – Landlord's Fees and Expenses. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Premises, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of fifteen (15%) per cent per annum and costs, shall be paid to the Landlord by the Tenant as additional rent.

ARTICLE 31 – Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a thirty (30) day period, to commence action to cure such alleged default within such thirty (30) day period.

ARTICLE 32 – Holding Over. Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (i) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (iii) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days prior written notice or the earliest date permitted by law. In such event, monthly Basic Rent will be increased to an amount equal to two hundred percent (200%) of the monthly Basic Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount

and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

[SIGNATURE PAGES TO FOLLOW]

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

LANDLORD:

CLAREMONT NEEDHAM SUITES, LLC

By: _____
Elias Patoucheas, Manager

TENANT:

NEEDHAM FOOD AND BEVERAGE, LLC

By: _____
Elias Patoucheas, Manager

ISSUED FOR SPECIAL PERMIT PROPOSED HOMEWOOD SUITES HOTEL 200 FIRST AVENUE NEEDHAM, MA

OWNER:
CLAREMONT NEEDHAM SUITES, LLC
ONE LAKESHORE CENTER
BRIDGEWATER, MA 02324

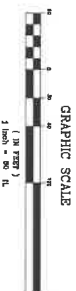
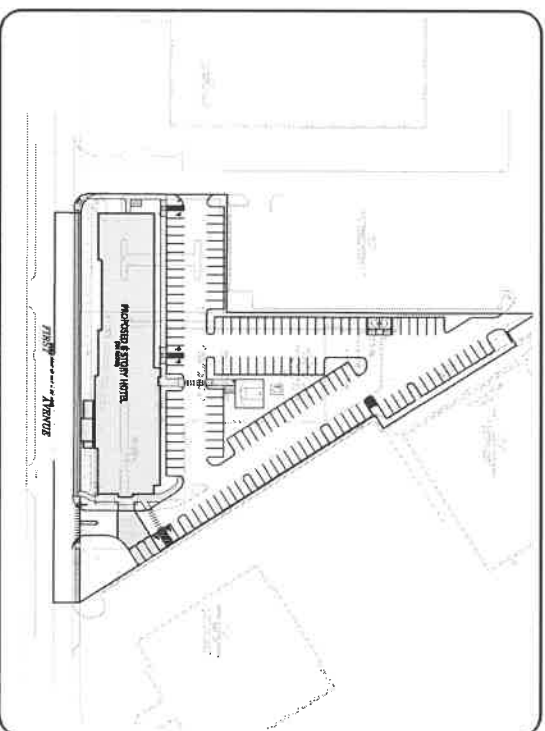
**DESIGN/BUILD FIRM / ARCHITECT /
AUTHORIZED AGENT**
OPECHEE CONSTRUCTION CORPORATION
11 CORPORATE DRIVE
BELMONT, NH 03220
(603)-527-9090

CIVIL ENGINEER
ALLEN & MAJOR ASSOCIATES, INC.
10 MAIN STREET
LAKEVILLE, MA 02347-1674
(508)-923-1010

GEOTECHNICAL ENGINEER
JOHN TURNER CONSULTING, INC.
66 SOUTHGATE STREET
WORCESTER, MA 01603

TRAFFIC ENGINEER
McMAHON ASSOCIATES
45 BROWNFIELD STREET, 6TH FLOOR
BOSTON, MA 02108
(617)-556-0020

LANDSCAPE ARCHITECT
ELM GROVE PROPERTY SOLUTIONS, LLC
1910 ELM STREET
MANCHESTER, NH 03104



**ALLEN & MAJOR
ASSOCIATES, INC.**
10 MAIN STREET
LAKEVILLE, MA 02347
TEL: (508) 923-1010
FAX: (508) 923-1010
WWW.ALLEN-MAJOR.COM

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.
MASS. REG. NO. 10000

LIST OF DRAWINGS			
DRAWING TITLE	SHEET NO.	ISSUED	REVISED
ALTMACHSI LAND TITLE SURVEY	1	12-11-2015	
ABBREVIATIONS & NOTES	ABB-1 & ABB-2	5-9-2016	
EXISTING CONDITIONS PLAN	C-0	5-9-2016	
SITE PREPARATION PLAN	C-1	5-9-2016	
LAYOUT & MATERIALS PLAN	C-2	5-9-2016	
GRADING & DRAINAGE PLAN	C-3A, C-3B	5-9-2016	
UTILITIES PLAN	C-4	5-9-2016	
DETAILS	DET-1 TO DET-3	5-9-2016	
FIRST & SECOND FLOOR PLANS	A1.01	5-9-2016	
THIRD & FOURTH FLOOR PLANS	A1.02	5-9-2016	
FIFTH & SIXTH FLOOR PLANS	A1.03	5-9-2016	
SOUTH & WEST ELEV. BUILDING ELEV.	A2.01	5-9-2016	
NORTH & EAST ELEV. BUILDING ELEV.	A3.01	5-9-2016	
SITE LAYOUT LONGITUDINAL CROSS VIEWS	L1.01	5-9-2016	
LANDSCAPE PLANTING & HARDSCAPE DETAILS	L1.02	5-9-2016	
LIGHTING PHOTO-METRIC PLAN & DETAILS	L1.03	5-9-2016	

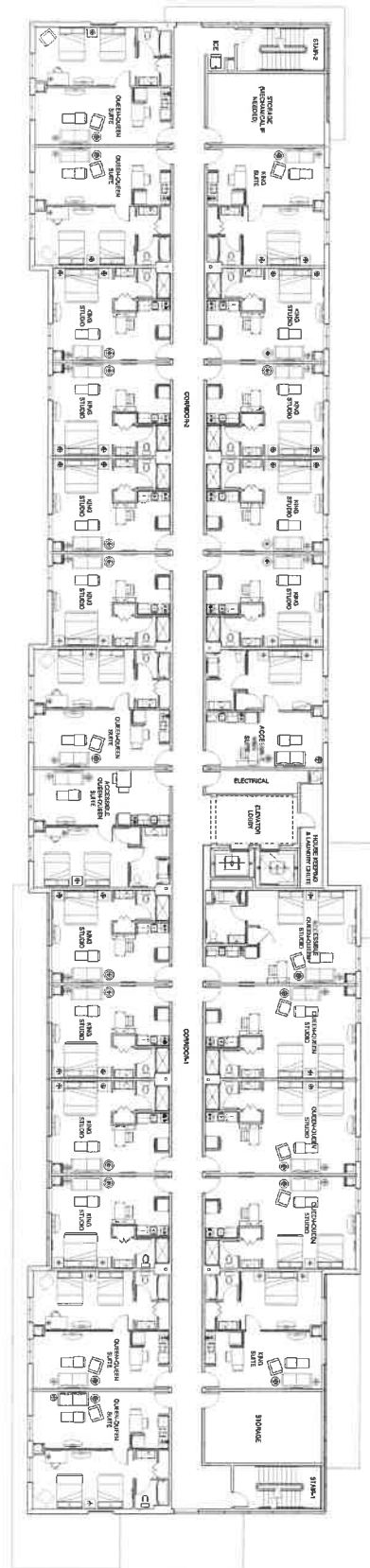


ISSUED FOR SPECIAL PERMIT
PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.
MASS. REG. NO. 10000
MAY 9, 2016

PLAN NORTH
1 FIRST FLOOR PLAN
32' x 17'



2 SECOND FLOOR PLAN
32' x 17'

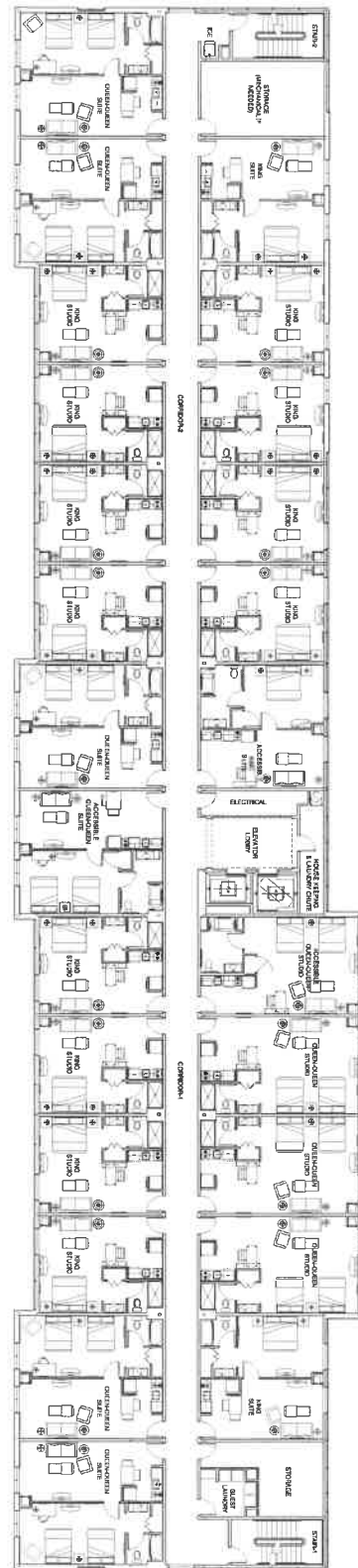


ROOM MATRIX											
Room	1	2	3	4	5	6	7	8	9	10	11
OFFICE	1	1	1	1	1	1	1	1	1	1	1
RECEPTION	1	1	1	1	1	1	1	1	1	1	1
LOBBY	1	1	1	1	1	1	1	1	1	1	1
POOL	1	1	1	1	1	1	1	1	1	1	1
RESTAURANT	1	1	1	1	1	1	1	1	1	1	1
BAR	1	1	1	1	1	1	1	1	1	1	1
KITCHEN	1	1	1	1	1	1	1	1	1	1	1
STORAGE	1	1	1	1	1	1	1	1	1	1	1
ELECTRICAL	1	1	1	1	1	1	1	1	1	1	1
CORRIDOR	1	1	1	1	1	1	1	1	1	1	1

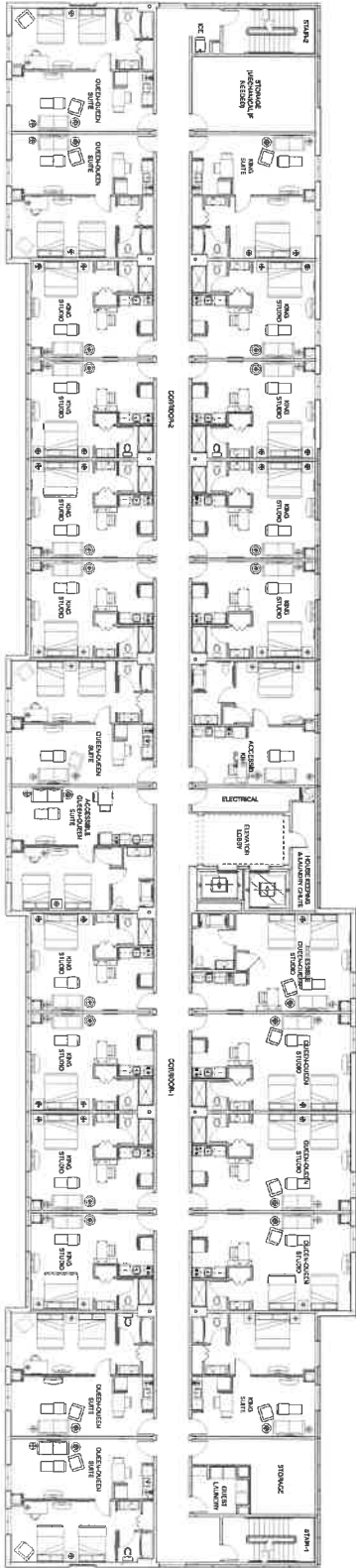
PLAN
NORTH
1
THIRD FLOOR PLAN
30' x 10'



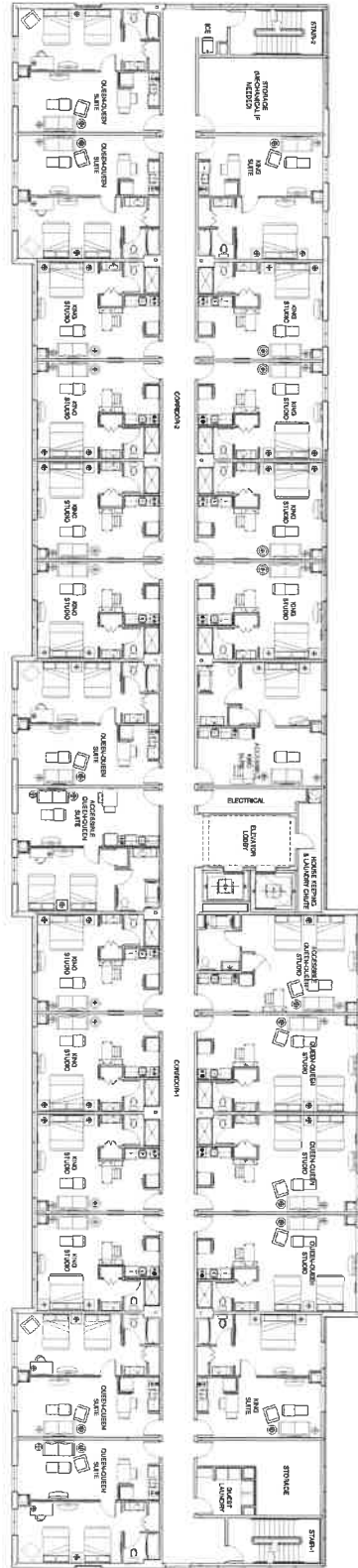
2
FOURTH FLOOR PLAN
30' x 10'



PLAN NORTH
1
BETH FLOOR PLAN
1/8" = 1'-0"



2
SIXTH FLOOR PLAN
1/8" = 1'-0"



LEGAL NOTICE



Town of Needham Application for a Transfer of an All Alcoholic Liquor License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Lianos Liquors Inc. d/b/a Needham Center Fine Wines, Christopher Lianos, Manager, has applied for the transfer of a license to sell alcoholic beverages of the following kind: All Alcoholic beverages as section 15 Package Store at 1013 Great Plain Ave, Needham.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 6th day of December 2022 at 6:00PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Select Board

Licensing Board for the Town of Needham

2x3 Town of Needham - Liquor License 11-24-22

(11-24-22 HTW)

**200 FIRST AVENUE
300 FEET**

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/300.0-0031-0000.0	NEEDHAM DEVELOPMENT CORP TR		116 HUNTINGTON AVE STE 6	BOSTON	MA	02116-
199/300.0-0032-0000.0	FORTY A LIMITED PARTNERSHIP		P.O. BOX 95	WESTWOOD	MA	02090-
199/300.0-0053-0000.0	JMDH REAL ESTATE OF NEEDHAM, LLC		15-24 132 ST	COLLEGE POINT	NY	11356-
199/300.0-0074-0002.0	NBCBOSTON REAL ESTATE LLC	ATTN: PROPERTY TAX	ONE COMCAST CENTER 32ND	PHILADELPHIA	PA	19103-
199/300.0-0028-0002.0	NEEDHAM TRAVEL PROPERTY LLC	400 FIRST AVE	ATTN: NORMANDY REAL EST,	NEEDHAM	MA	02494-
199/300.0-0028-0003.0	NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960-5219
199/300.0-0033-0001.0	DIGITAL 128 FIRST AVENUE, LLC		128 FIRST AVE	NEEDHAM	MA	02494-
199/300.0-0048-0000.0	NICOLAZZO, CHARLES G.& NICOLAZZO, GIA A.,	BIGELOW REALTY TRUST	50 TOWER RD	NEWTON	MA	02464-
199/300.0-0073-0000.0	DIGITAL CABOT LLC		128 FIRST AVE	NEEDHAM	MA	02494-
199/300.0-0030-0000.0	300 FIRST AVE REALTY LLC		180 WELLS AVE STE 100	NEWTON	MA	02459-
199/300.0-0033-0002.0	PARTNERS HEALTHCARE SYSTEM, INC	PRUDENTIAL TOWER 800 BOYLSTON ST.	SUITE 1150	BOSTON	MA	02119-
199/300.0-0047-0000.0	CLAREMONT NEEDHAM SUITES LLC		ONE LAKESHORE CT	BRIDGEWATER	MA	02324-
199/300.0-0033-0000.0	DIGITAL FIRST AVENUE, LLC		128 FIRST AVENUE	NEEDHAM	MA	02494-
199/300.0-0054-0000.0	MCMANUS, JAMES H. III, TRUSTEE	ONE FIRST AVENUE REALTY TRUST	86 WASHINGTON STREET UN	HOLLISTON	MA	01746-
199/300.0-0074-0001.0	MCPF-NEEDHAM LLC		1 MET LIFE WAY ATTN: GENE WHIPPANY		NJ	07981-
199/300.0-0028-0004.0	NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960-5219
199/300.0-0074-0003.0	NEEDHAM NINE OWNER LLC		53 MAPLE AVE	MORRISTOWN	NJ	07960-

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



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

MEETING DATE: 12/06/2022

Agenda Item	Public Hearing Tax Classification
Presenter(s)	Board of Assessors Melissa Motta, Director of Assessing David Davison, Assistant Town Manager/Director of Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will conduct a public hearing regarding the allocation of the fiscal year 2023 tax levy among the various classes of property in Town. The Board of Assessors will make a presentation about the certified valuation of property, and the public will have an opportunity to comment.	
2.	VOTE REQUIRED BY BOARD
The motion to retain the same shift as last year: Move that the Select Board establish a residential factor of 0.8928 for the purposes of setting the Fiscal Year 2023 tax rates.	
3.	BACK UP INFORMATION ATTACHED
a. Hearing Notice b. FY2023 Classification Hearing Package	

LEGAL NOTICE



Town of Needham PROPERTY TAX CLASSIFICATION HEARING

The Select Board will hold a Public Hearing in the Select Board Chambers, Town Hall, on Tuesday, December 6, 2022 at 6:00 P.M. regarding the allocation of the FY2023 tax levy among the various classes of property in the Town. This hearing which is required by State Law will give residents and businesses an opportunity to comment on local property tax policy as it will be applied during FY2023. All real estate in this Town is classified according to use.

The allocation of the burden of the tax levy may be adjusted between the Residential and Commercial/Industrial/Personal Property classes, within certain limits, by the Select Board. Relevant data and information will be provided at this hearing by the Board of Assessors. Residents and other interested parties wishing to be heard will be provided an opportunity to comment at this time.

Members of the public may also participate via ZOOM. To listen and view this hybrid meeting on a phone, computer, laptop, or tablet, download the "Zoom Cloud Meeting" app in any app store or at www.zoom.us. At the above date and time, click on "Join a Meeting" and enter the meeting or click the link to join the webinar: <https://us02web.zoom.us/j/83097722481> enter the Passcode: 169306, or use one tap mobile : **US: +13126266799,,83097722481#**, or telephone: **US: +1 312 626 6799 Webinar ID: 830 9772 2481**

In addition, written comments to the Board may be sent, by email to selectboard@needhamma.gov or by postal mail c/o Select Board, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492.

CLASSIFICATION
HEARING



FY - 2023
TUESDAY
DECEMBER 6, 2022

Calendar 2021 Sales Review and Stats Summary	Overall		Sales by		Sales by		Sales by		Sales by		Sales by	
	Median	COD		Age		Median	COD		Sale \$\$		Median	COD
	0.98	4.42	CY 09	Quartile # 1	1869-1950	0.92	6.40	Quartile # 1	Quartile # 1	600-1059 K	0.94	4.84
	0.99	3.44	CY 10	Quartile # 2	1951-1969	0.91	6.58	Quartile # 2	Quartile # 2	1060-1370 K	0.90	6.59
	0.99	4.57	CY 11	Quartile # 3	1970-2013	0.95	6.58	Quartile # 3	Quartile # 3	1377-1835 K	0.92	7.61
	0.99	4.58	CY 12	Quartile # 4	2014-2021	1.00	4.37	Quartile # 4	Quartile # 4	1844-4020 K	0.99	4.65
	0.98	3.91	CY 13									
	0.96	4.58	CY 14									
All single family valid sales	0.94	4.36	CY 15									
	0.97	3.82	CY 16									
	0.95	5.38	CY 17	Quartile # 1	.12-.22 Ac	0.92	6.72	Superior +	Superior +	33 Sales	0.99	4.78
	0.96	5.06	CY 18	Quartile # 2	.23-.25 Ac	0.95	5.59	Superior	Superior	42 Sales	1.00	4.03
	0.96	5.01	CY 19	Quartile # 3	.26-.35 Ac	0.95	7.29	Superior -	Superior -	25 Sales	0.98	4.78
	0.95	4.85	CY 20	Quartile # 4	.36-9.92 Ac	0.95	6.41	Excellent	Excellent	38 Sales	0.95	5.11
	0.94	6.59	CY 21					V.Good-Exc	V.Good-Exc	16 Sales	0.92	6.38
								Very Good	Very Good	29 Sales	0.86	6.55
								Good-V.Good	Good-V.Good	30 Sales	0.92	6.05
								Good	Good	49 Sales	0.92	5.35
Sales by NBHD	Median	COD		Date		Median	COD		Avg-Good	Avg-Good	0.92	4.71
	101	0.97	5.26	Quartile # 1	1/4-4/30	0.98	5.92	Average	Average	6 Sales	0.98	7.27
	102	0.97	6.43	Quartile # 2	5/5-6/30	0.94	5.35					
	103	0.97	3.37	Quartile # 3	7/1-9/15	0.93	6.65					
	104	0.93	4.04	Quartile # 4	9/17-12/22	0.91	7.15					
201	0.98	7.14										
202	0.91	7.81										
203	0.93	4.66										
204	0.92	1.42										
204/1	0.95	5.45										
205	0.95	7.88										
205/1	0.95	0.14										
206	0.94	4.86										
301	0.92	6.84										
302	0.95	7.77										
303	0.94	6.05										
304	0.96	5.18										
305	0.94	7.23										
305/1	0.92	2.37										
306	0.93	6.72										

Needham, MA - Median Sales Price - Year to Date

Year	Period	1-Fam	Condo	All
2022	Jan - Oct	\$1,425,000	\$854,500	\$1,370,000
2021	Jan - Oct	\$1,305,000	\$880,000	\$1,207,000
2020	Jan - Oct	\$1,179,000	\$855,000	\$1,108,500
2019	Jan - Oct	\$1,105,000	\$830,000	\$1,053,500
2018	Jan - Oct	\$1,011,000	\$771,000	\$936,750
2017	Jan - Oct	\$981,000	\$745,625	\$924,000
2016	Jan - Oct	\$847,000	\$460,000	\$829,000
2015	Jan - Oct	\$842,500	\$638,000	\$808,638
2014	Jan - Oct	\$804,750	\$525,000	\$777,500
2013	Jan - Oct	\$755,000	\$480,000	\$724,500
2012	Jan - Oct	\$670,500	\$450,000	\$653,000
2011	Jan - Oct	\$656,500	\$332,000	\$638,000
2010	Jan - Oct	\$630,000	\$375,000	\$625,000
2009	Jan - Oct	\$643,750	\$285,000	\$615,000
2008	Jan - Oct	\$650,000	\$569,000	\$645,000
2007	Jan - Oct	\$615,000	\$502,500	\$609,500
2006	Jan - Oct	\$655,000	\$457,500	\$637,000
2005	Jan - Oct	\$650,000	\$611,250	\$650,000
2004	Jan - Oct	\$616,000	\$380,000	\$599,950

Needham, MA - % Change Median Sales Price - Year to Date				
Year	Period	1-Fam % Change Prior Year	Condo % Change Prior Year	All % Change Prior Year
2022	Jan - Oct	9.20%	-2.90%	13.50%
2021	Jan - Oct	10.69%	2.92%	8.89%
2020	Jan - Oct	6.70%	3.01%	5.22%
2019	Jan - Oct	9.30%	7.65%	12.46%
2018	Jan - Oct	3.06%	3.40%	1.38%
2017	Jan - Oct	15.82%	62.09%	11.46%
2016	Jan - Oct	0.53%	-27.90%	2.52%
2015	Jan - Oct	4.69%	21.52%	4.00%
2014	Jan - Oct	6.59%	9.38%	7.32%
2013	Jan - Oct	12.60%	6.67%	10.95%
2012	Jan - Oct	2.13%	35.54%	2.35%
2011	Jan - Oct	4.21%	-11.47%	2.08%
2010	Jan - Oct	-2.14%	31.58%	1.63%
2009	Jan - Oct	-0.96%	-49.91%	-4.65%
2008	Jan - Oct	5.69%	13.23%	5.82%
2007	Jan - Oct	-6.11%	9.84%	-4.32%
2006	Jan - Oct	0.77%	-25.15%	-2.00%
2005	Jan - Oct	5.52%	60.86%	8.34%
2004	Jan - Oct	9.03%	-5.82%	9.28%

Needham, MA - Number of Sales - Year to Date

Year	Period	1-Fam	Condo	All
2022	Jan - Oct	287	58	387
2021	Jan - Oct	314	76	421
2020	Jan - Oct	289	45	358
2019	Jan - Oct	338	58	420
2018	Jan - Oct	331	59	422
2017	Jan - Oct	361	46	428
2016	Jan - Oct	373	44	443
2015	Jan - Oct	364	66	462
2014	Jan - Oct	324	67	422
2013	Jan - Oct	363	53	454
2012	Jan - Oct	321	40	400
2011	Jan - Oct	308	32	371
2010	Jan - Oct	341	39	398
2009	Jan - Oct	264	47	331
2008	Jan - Oct	284	44	354
2007	Jan - Oct	394	46	466
2006	Jan - Oct	319	42	389
2005	Jan - Oct	316	54	397
2004	Jan - Oct	389	59	490

Tax Base Growth

\$13.37 **\$26.43**

TAX

Residential Commercial

RATES

FY 2023

	Allowable Valuation	Tax Levy Growth
<u>Residential</u>		
Single Family (101)	\$148,040,900	\$1,979,307
Condominium (102)	\$5,799,600	\$77,541
Three Family (104 & 105)	\$1,729,500	\$23,123
Multi Family (111-125)	\$2,826,131	\$37,785
Vacant Land	\$1,189,300	\$15,901
Others (Mixed Use, 103, 109)	\$3,282,307	\$43,884

Total Residential

\$2,177,542

Commercial

\$520,472

Chapter 61, 61A, 61B

\$0

Total Commercial

\$520,472

\$19,692,453.00

Industrial

\$63,601

\$2,406,400

Personal Property

\$1,207,092

\$45,671,290

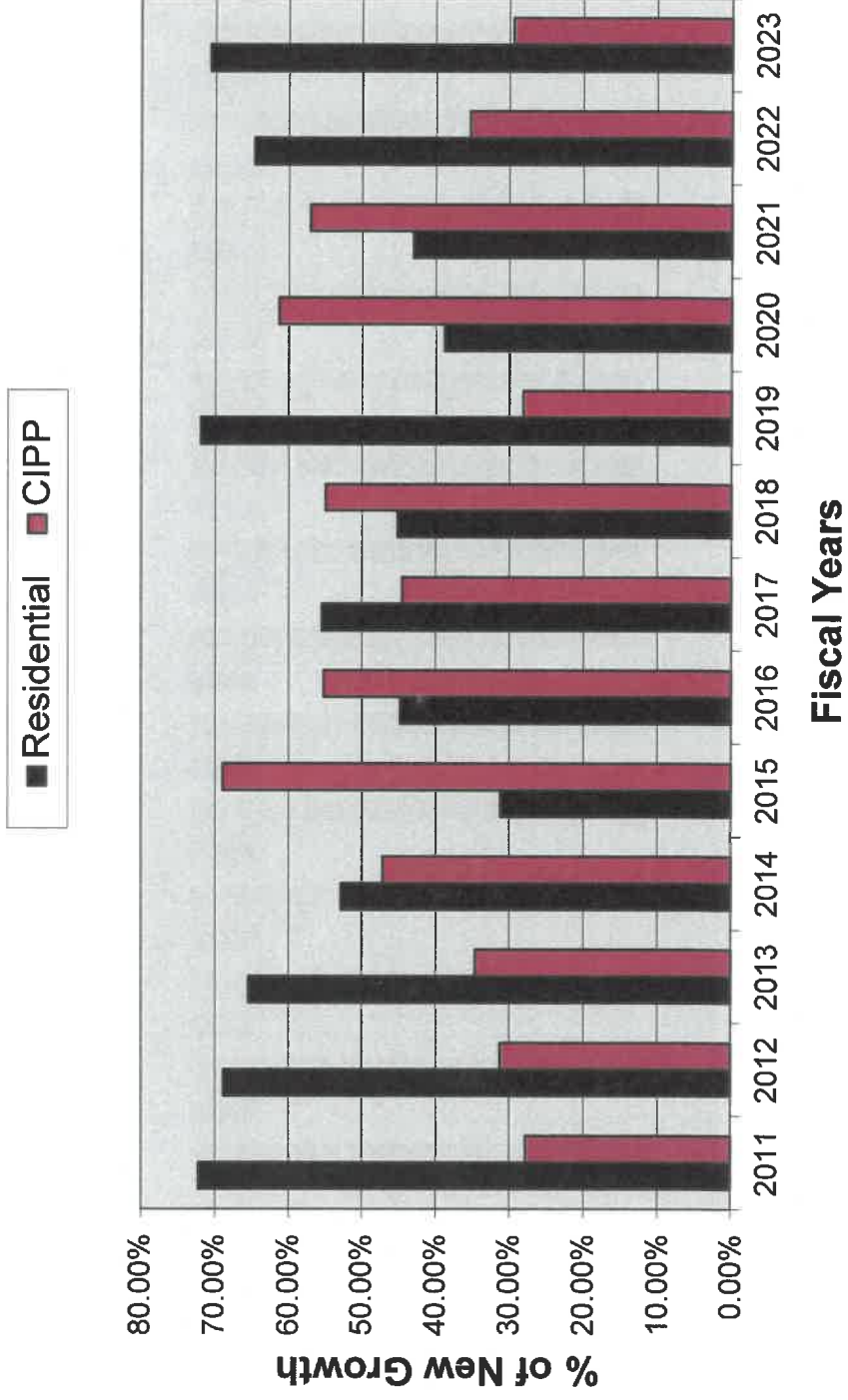
Total C.I.P.P.

\$1,791,165

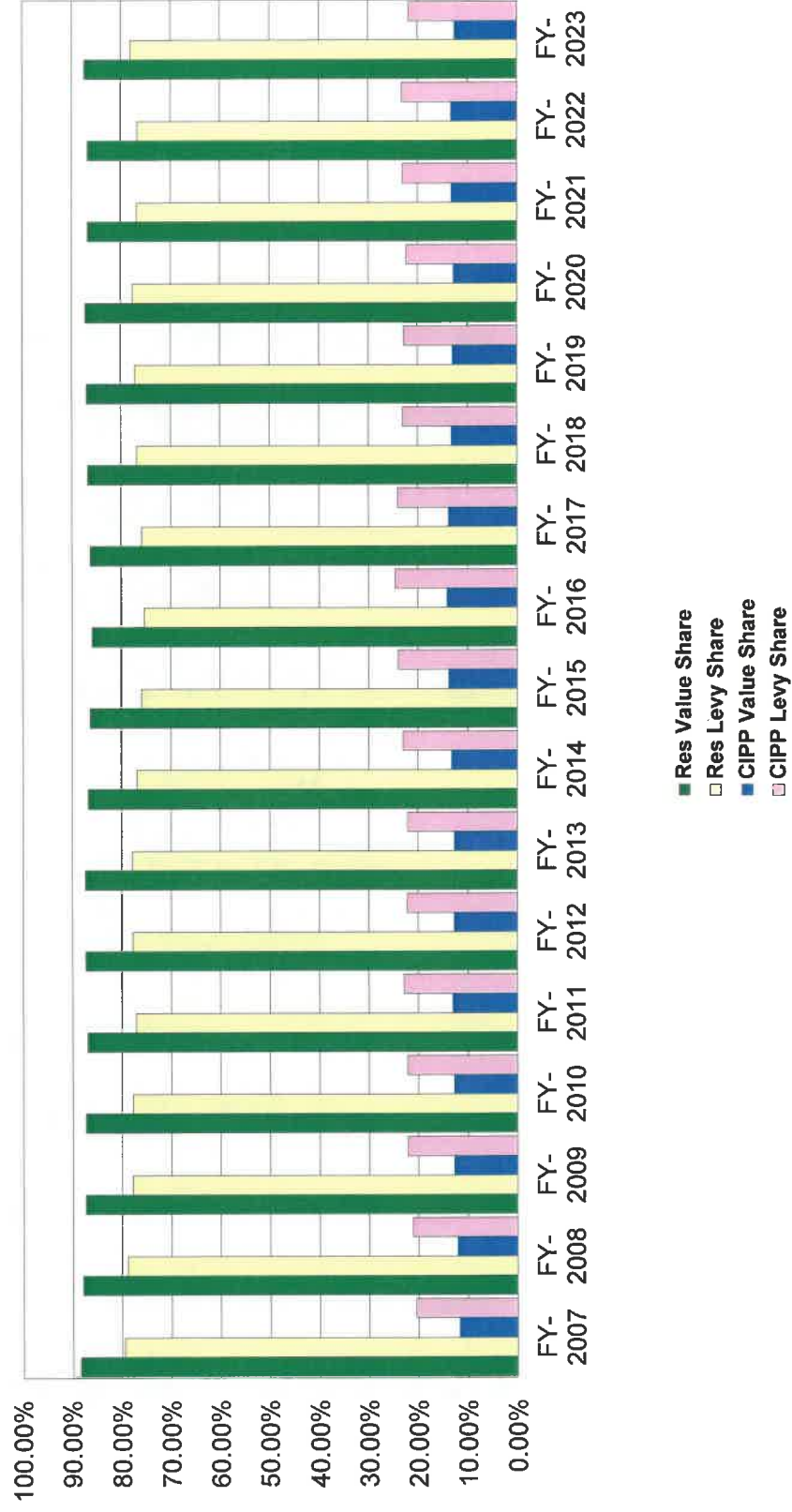
\$67,770,143

Total New Growth \$230,637,881 \$3,968,707

Residential vs.CIPP Growth FY 23

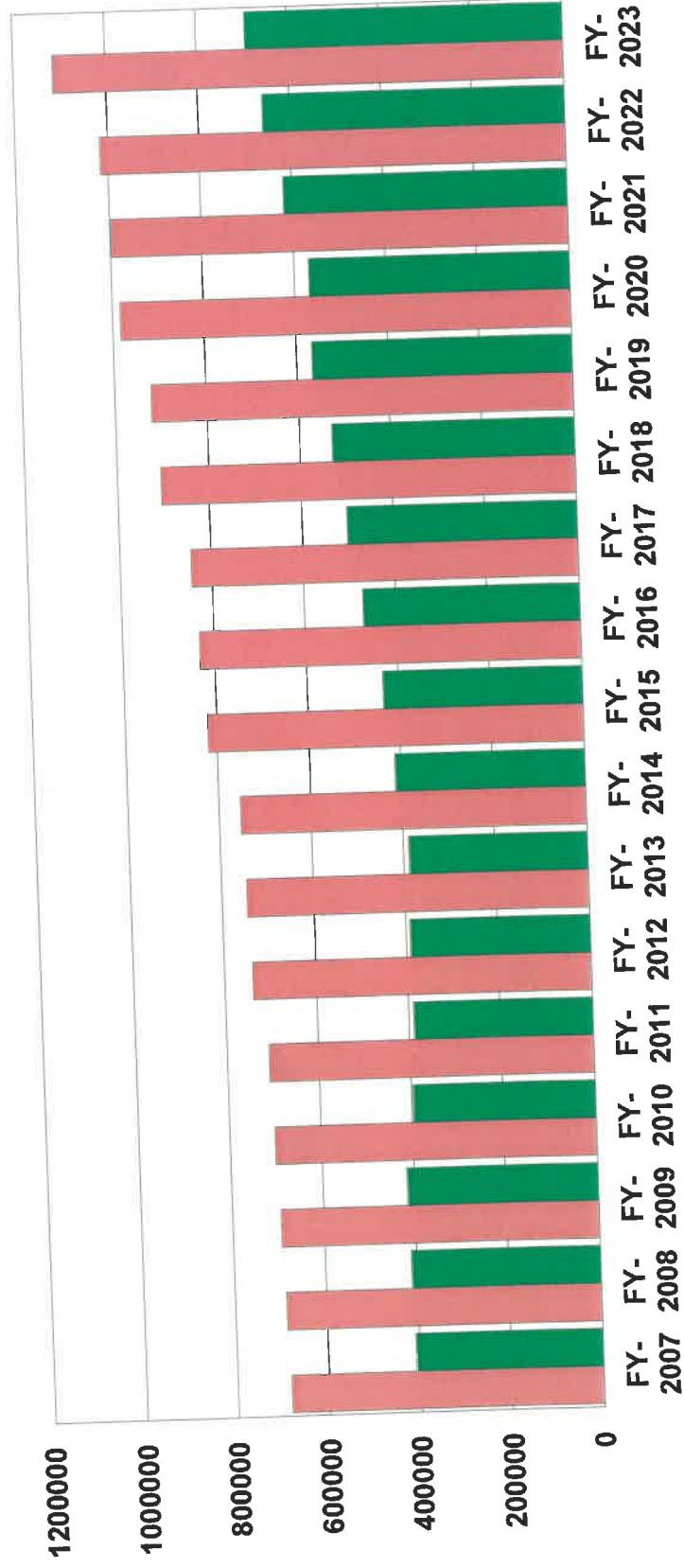


Value vs Levy Share

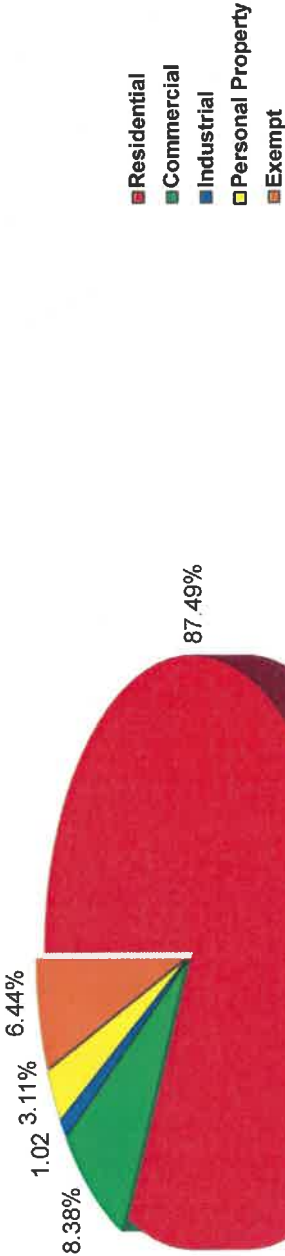


Average Valuation History FY 23

1 FAMILY
CONDO



Value Distribution FY 23



Exempt Property Report			FY 2023
Class	Property Type	#	Total Exempt Value
039	Mixed Use with Partial Exemption	1	\$276,120
900-919	Federal Property	9	\$7,634,900
920-929	State Property	12	\$26,174,200
930-939	Town Property	156	\$297,944,500
940-949	Schools----Private	36	\$244,259,400
950-959	Charitable Organizations	26	\$66,087,600
960-969	Churches/Religious	28	\$84,849,400
970-979	Housing Authority	77	\$61,650,000
Totals			\$788,876,120

COMPUTATION OF FY 23 TAX RATE USING 175% CLASSIFICATION

Total Valuation	\$12,247,868,326	
Residential	\$10,715,862,649	87.4917%
C.I.P.P.	1,532,005,677	12.5083%
TOTAL	\$12,247,868,326	100.0000%
Tax Levy FY-2023	\$178,882,443.00	
Tax Rate -- No Classification	Single Rate	\$14.61

Tax Rate -- 175% Classification

12.506	21.8896%	C.I.P.P.
	78.1104%	RESIDENTIAL
	100.0000%	TOTAL
	\$39,156,516	C.I.P.P. Levy
	\$139,725,856	RESIDENTIAL Levy
	\$178,882,372.00	Total
	Commercial/Industrial	\$25.56
	Residential	\$13.04

Estimated Residential Factor:

0.8928 89.28

Effect of Tax Rates on "Average Taxpayer"

<i>Fiscal Year</i>	<i>Shift</i>	<i>Res</i>	<i>\$ Chg</i>	<i>C/I</i>	<i>\$ Chg</i>	<i>Res</i>	<i>\$ Chg</i>	<i>C/I</i>	<i>\$ Chg</i>
FY-2023	175.00%								
Average Valuation		\$1,114,084		\$1,200,000		\$843,912		\$1,200,000	
Change in VALUE over previous		9.63%		N/A		1.58%		N/A	
Tax Rate <i>Prelim estimate</i>		\$13.04		\$25.56		\$11.89		\$23.64	
Taxes Paid		\$14,527.66	\$941	\$30,672.00	-\$1,044.00	\$10,034.11	\$447	\$28,368.00	\$744
Increase over		6.93%		-3.29%		4.66%		2.69%	
FY-2022	175.00%								
Average Valuation		\$1,016,184		\$1,200,000		\$830,791		1200000	
Change in VALUE over previous		1.94%		N/A		1.50%		N/A	
Tax Rate		\$13.37		\$26.43		11.54		23.02	
Taxes Paid		\$13,586.38	\$598	\$31,716.00	\$828.00	\$9,587.33	\$347	\$27,624.00	\$696
Increase over		4.60%		2.68%		3.76%		2.58%	
FY-2021	175.00%								
Average Valuation		\$996,844		\$1,200,000		\$818,442		\$1,200,000	
Change in VALUE over previous		1.45%		N/A		8.69%		N/A	
Tax Rate		\$13.03		\$25.74		\$11.29		\$22.44	
Taxes Paid		\$12,988.88	\$717	\$30,888.00	\$1,440.00	\$9,240.21	\$475	\$26,928.00	-\$672
Increase over		5.84%		4.89%		5.42%		-2.43%	
FY-2020	175.00%								
Average Valuation		\$982,564		\$1,200,000		\$753,020		\$1,200,000	
Change in VALUE over previous		6.77%		N/A		1.11%		N/A	
Tax Rate		\$12.49		\$24.54		11.64		\$23.00	
Taxes Paid		\$12,272.22	\$870	\$29,448.00	\$144.00	\$8,765.15	\$349	\$27,600.00	\$972
Increase over		7.63%		0.49%		4.15%		3.65%	
FY-2019	175.00%								
Average Valuation		\$920,256		\$1,200,000		\$744,764		\$1,200,000	
Change in VALUE over previous		1.71%		N/A		0.99%		N/A	
Tax Rate		\$12.39		\$24.42		\$11.30		\$22.19	
Taxes Paid		\$11,401.97	\$653	\$29,304.00	\$1,140.00	\$8,415.83	\$334	\$26,628.00	\$816
Increase over		6.07%		4.05%		4.13%		3.16%	
FY-2018	175.00%								
Average Valuation		\$904,827		\$1,200,000		\$737,436		\$1,200,000	
Change in VALUE over previous		7.22%		N/A		4.13%		N/A	
Tax Rate		\$11.88		\$23.47		\$10.96		\$21.51	
Taxes Paid		\$10,749.34	\$715	\$28,164.00	-\$204	\$8,082.30	\$363	\$25,812.00	\$12
Increase over		7.13%		-0.72%		4.70%		0.05%	

Fiscal Year	Shift	Res	\$ Chg	C/I	\$ Chg
FY-2011	175.00%				
Average Valuation		\$708,194		\$1,200,000	
Change in VALUE over previous		1.06%		N/A	
Tax Rate		\$10.90		\$21.50	
Taxes Paid		\$7,719.31	\$341	\$25,800.00	\$972
Increase over FY 2010		4.62%		3.91%	
FY-2010	175.00%				
Average Valuation		\$700,738		\$1,200,000	
Change in VALUE over previous		1.05%		N/A	
Tax Rate		\$10.53		\$20.69	
Taxes Paid		\$7,378.77	\$472	\$24,828.00	\$1,356
Increase over FY 2009		6.83%		5.78%	
FY-2009	175.00%				
Average Valuation		\$693,458		\$1,200,000	
Change in VALUE over previous		0.94%		N/A	
Tax Rate		\$9.96		\$19.56	
Taxes Paid		\$6,906.84	\$243	\$23,472.00	\$768
Increase over FY-2008		3.65%		3.38%	
FY-2008	175.00%				
Average Valuation		\$686,971		\$1,200,000	
Change in VALUE over previous		0.73%		N/A	
Tax Rate		\$9.70		\$18.92	
Taxes Paid		\$6,663.62	\$287	\$22,704.00	
Increase over FY-2007		4.50%		4.13%	\$900
FY-2007	175.00%				
Average Valuation		\$682,019		\$1,200,000	
Change in VALUE over previous		1.43%		N/A	
Tax Rate		\$9.35		\$18.17	
Taxes Paid		\$6,376.88	\$453	\$21,804.00	\$1,212
Increase over FY-2006		7.65%		5.89%	
FY-2006	175.00%				
Average Valuation		\$672,401		\$1,200,000	
Change in VALUE over previous		17.12%		N/A	
Tax Rate		\$8.81		\$17.16	
Taxes Paid		\$5,923.85	\$407	20,592.00	-\$2,448
Increase over FY-2005		7.37%		-8.87%	

Fiscal Year	Shift	Res	\$ Chg	C/I	\$ Chg
FY-2005	175.00%				
Average Valuation		\$574,088		\$1,200,000	
Change in VALUE over previous		3.50%		N/A	
Tax Rate		\$9.61		\$18.83	
Taxes Paid		\$5,516.99	\$488	22,596.00	\$324
Increase over FY-2004		9.71%		1.45%	
FY-2004	175.00%				
Average Valuation		\$532,128		\$1,200,000	
Change in VALUE over previous		2.63%		N/A	
Tax Rate		\$9.45		\$18.56	
Taxes paid		5,028.61	\$253	22,272.00	\$456.00
Increase over FY-2003		5.30%		2.09%	
FY-2003	175.00%				
Average Valuation		\$518,500		\$1,200,000	
Change in VALUE over previous		22.00%		13.21%	
Tax Rate		\$9.21		\$18.18	
Taxes paid		4,775.39	\$279	21,816.00	\$1,601.80
Increase over FY-2002		6.20%		7.92%	
FY-2002	161.00%				
Average Valuation		\$425,000		\$1,060,000	
Change in VALUE over previous		34.88%		6.00%	
Tax Rate		\$10.58		\$19.07	
Taxes paid		4,496.50	\$703	20,214.20	\$874.20
Increase over FY-2001		18.52%		4.52%	
FY-2001	146.00%				
Average Valuation		\$315,100		\$1,000,000	
Change in VALUE over previous		1.19%		N/A	
Tax Rate		\$12.04		\$19.34	
Taxes paid		3,793.80	\$132	19,340.00	\$460.00
Increase over FY-2000		3.60%		2.44%	
FY-2000	146.00%				
Average Valuation		\$311,400		\$1,000,000	
Change in VALUE over previous		4.66%		N/A	
Tax Rate		\$11.76		\$18.88	
Taxes paid		3,662.06	-\$170	18,880.00	-\$1,920
Increase over FY-99		-4.44%		-9.23%	

MassDOR – Massachusetts Department of Revenue
Division of Local Services

What If ... Scenario Worksheet for FY 2023

Needham - 199

CLASS	VALUE	%	CLASSIFICATION OPTIONS									
			RESIDENTIAL/SENIOR MEANS TESTED EXEMPTION					SMALL COMMERCIAL EXEMPTION				
Residential	10,715,862,649	87.4917	R & O %	0.000000	0.000000	0.000000	0.000000	# of Eligible Parcels	0	Total Value of Eligible Parcels	0	
Open Space	0	0.0000	87.4917	0.0000	0.0000	0.0000	0.0000	Res Parcel Count	0	Comm Exemption %	0.0000	
Commercial	1,026,136,613	8.3781						Res Exemption %	0	Total C & I Value	1,151,557,337	
Industrial	125,420,724	1.0240	C I P %					Res Value Exempted	0			
Personal Property	380,448,340	3.1062	12.5083					Senior # Eligible Parcels	0			
Total	12,247,868,326	100.0000						Senior Value Exempted	0			
ENTER A LEVY (ESTIMATED)												
Levy	178,882,443							Total Res Value of Exemption	10715862649			
Single TaxRate	14.61							ENTER CIP SHIFT RANGE				
								Shift Range	1.01	1.75		
								Shift Increment %		1.00		
								Max Shift Allowed		1.75		

Note: This table should be used for planning purposes only. Actual calculations may differ slightly due to rounding. For actual calculations, complete Recap.

CIP Shift	Res Factor	Res SP	OS SP	Comm SP	Share Percentages			Levy Amounts					Estimated Tax Rates				
					Ind SP	PP SP	Total SP	Res LA	OS LA	Comm LA	Ind LA	PP LA	Total LA	Res ET	OS ET	Ind ET	PP ET
1.0100	0.9986	87.3666	0.0000	8.4619	1.0342	3.1373	100.0000	156,283,538		15,136,819	1,850,074	5,612,011	178,882,442	14.58	0.00	14.75	14.75
1.0200	0.9971	87.2415	0.0000	8.5457	1.0445	3.1683	100.0000	156,059,785		15,286,689	1,868,391	5,667,575	178,882,441	14.56	0.00	14.90	14.90
1.0300	0.9957	87.1164	0.0000	8.6294	1.0547	3.1994	100.0000	155,836,033		15,436,558	1,886,709	5,723,140	178,882,440	14.54	0.00	15.04	15.04
1.0400	0.9943	86.9914	0.0000	8.7132	1.0650	3.2304	100.0000	155,612,281		15,586,428	1,905,026	5,778,704	178,882,439	14.52	0.00	15.19	15.19
1.0500	0.9929	86.8663	0.0000	8.7970	1.0752	3.2615	100.0000	155,388,528		15,736,297	1,923,344	5,834,269	178,882,438	14.50	0.00	15.34	15.34
1.0600	0.9914	86.7412	0.0000	8.8808	1.0854	3.2926	100.0000	155,164,776		15,886,167	1,941,662	5,889,833	178,882,437	14.48	0.00	15.48	15.48
1.0700	0.9900	86.6161	0.0000	8.9646	1.0957	3.3236	100.0000	154,941,023		16,036,036	1,959,979	5,945,398	178,882,436	14.46	0.00	15.63	15.63
1.0800	0.9886	86.4910	0.0000	9.0483	1.1059	3.3547	100.0000	154,717,271		16,185,906	1,978,297	6,000,962	178,882,435	14.44	0.00	15.77	15.77
1.0900	0.9871	86.3659	0.0000	9.1321	1.1162	3.3858	100.0000	154,493,518		16,335,775	1,996,614	6,056,527	178,882,434	14.42	0.00	15.92	15.92
1.1000	0.9857	86.2409	0.0000	9.2159	1.1264	3.4168	100.0000	154,269,766		16,485,645	2,014,932	6,112,091	178,882,434	14.40	0.00	16.07	16.07
1.1100	0.9843	86.1158	0.0000	9.2997	1.1366	3.4479	100.0000	154,046,013		16,635,514	2,033,249	6,167,656	178,882,433	14.38	0.00	16.21	16.21
1.1200	0.9828	85.9907	0.0000	9.3835	1.1469	3.4789	100.0000	153,822,261		16,785,384	2,051,567	6,223,220	178,882,432	14.35	0.00	16.36	16.36
1.1300	0.9814	85.8656	0.0000	9.4673	1.1571	3.5100	100.0000	153,598,508		16,935,253	2,069,885	6,278,784	178,882,431	14.33	0.00	16.50	16.50
1.1400	0.9800	85.7405	0.0000	9.5510	1.1674	3.5411	100.0000	153,374,756		17,085,123	2,088,202	6,334,349	178,882,430	14.31	0.00	16.65	16.65
1.1500	0.9786	85.6154	0.0000	9.6348	1.1776	3.5721	100.0000	153,151,004		17,234,992	2,106,520	6,389,913	178,882,429	14.29	0.00	16.80	16.80
1.1600	0.9771	85.4904	0.0000	9.7186	1.1878	3.6032	100.0000	152,927,251		17,384,862	2,124,837	6,445,478	178,882,428	14.27	0.00	16.94	16.94
1.1700	0.9757	85.3653	0.0000	9.8024	1.1981	3.6343	100.0000	152,703,499		17,534,731	2,143,155	6,501,042	178,882,427	14.25	0.00	17.09	17.09
1.1800	0.9743	85.2402	0.0000	9.8862	1.2083	3.6653	100.0000	152,479,746		17,684,601	2,161,472	6,556,607	178,882,426	14.23	0.00	17.23	17.23
1.1900	0.9728	85.1151	0.0000	9.9699	1.2186	3.6964	100.0000	152,255,994		17,834,470	2,179,790	6,612,171	178,882,425	14.21	0.00	17.38	17.38
1.2000	0.9714	84.9900	0.0000	10.0537	1.2288	3.7274	100.0000	152,032,241		17,984,340	2,198,107	6,667,736	178,882,424	14.19	0.00	17.53	17.53
1.2100	0.9700	84.8649	0.0000	10.1375	1.2390	3.7585	100.0000	151,808,489		18,134,209	2,216,425	6,723,300	178,882,423	14.17	0.00	17.67	17.67
1.2200	0.9685	84.7399	0.0000	10.2213	1.2493	3.7896	100.0000	151,584,736		18,284,079	2,234,743	6,778,865	178,882,423	14.15	0.00	17.82	17.82
1.2300	0.9671	84.6148	0.0000	10.3051	1.2595	3.8206	100.0000	151,360,984		18,433,948	2,253,060	6,834,429	178,882,422	14.12	0.00	17.96	17.96
1.2400	0.9657	84.4897	0.0000	10.3888	1.2698	3.8517	100.0000	151,137,231		18,583,818	2,271,378	6,889,994	178,882,421	14.10	0.00	18.11	18.11
1.2500	0.9643	84.3646	0.0000	10.4726	1.2800	3.8828	100.0000	150,913,479		18,733,687	2,289,695	6,945,558	178,882,420	14.08	0.00	18.26	18.26
1.2600	0.9628	84.2395	0.0000	10.5564	1.2902	3.9138	100.0000	150,689,727		18,883,557	2,308,013	7,001,123	178,882,419	14.06	0.00	18.40	18.40
1.2700	0.9614	84.1144	0.0000	10.6402	1.3005	3.9449	100.0000	150,465,974		19,033,426	2,326,330	7,056,687	178,882,418	14.04	0.00	18.55	18.55
1.2800	0.9600	83.9894	0.0000	10.7240	1.3107	3.9759	100.0000	150,242,222		19,183,296	2,344,648	7,112,251	178,882,417	14.02	0.00	18.69	18.69
1.2900	0.9585	83.8643	0.0000	10.8077	1.3210	4.0070	100.0000	150,018,469		19,333,165	2,362,966	7,167,816	178,882,416	14.00	0.00	18.84	18.84
1.3000	0.9571	83.7392	0.0000	10.8915	1.3312	4.0381	100.0000	149,794,717		19,483,035	2,381,283	7,223,380	178,882,415	13.98	0.00	18.99	18.99
1.3100	0.9557	83.6141	0.0000	10.9753	1.3414	4.0691	100.0000	149,570,964		19,632,904	2,399,601	7,278,945	178,882,414	13.96	0.00	19.13	19.13
1.3200	0.9543	83.4890	0.0000	11.0591	1.3517	4.1002	100.0000	149,347,212		19,782,774	2,417,918	7,334,509	178,882,413	13.94	0.00	19.28	19.28
1.3300	0.9528	83.3639	0.0000	11.1429	1.3619	4.1312	100.0000	149,123,459		19,932,643	2,436,236	7,390,074	178,882,412	13.92	0.00	19.42	19.42
1.3400	0.9514	83.2389	0.0000	11.2267	1.3722	4.1623	100.0000	148,899,707		20,082,513	2,454,553	7,445,638	178,882,411	13.90	0.00	19.57	19.57
1.3500	0.9500	83.1138	0.0000	11.3104	1.3824	4.1934	100.0000	148,675,954		20,232,382	2,472,871	7,501,203	178,882,410	13.87	0.00	19.72	19.72
1.3600	0.9485	82.9887	0.0000	11.3942	1.3926	4.2244	100.0000	148,452,202		20,382,252	2,491,188	7,556,767	178,882,410	13.85	0.00	19.86	19.86
1.3700	0.9471	82.8636	0.0000	11.4780	1.4029	4.2555	100.0000	148,228,450		20,532,121	2,509,506	7,612,332	178,882,409	13.83	0.00	20.01	20.01
1.3800	0.9457	82.7385	0.0000	11.5618	1.4131	4.2866	100.0000	148,004,697		20,681,991	2,527,824	7,667,896	178,882,408	13.81	0.00	20.16	20.16

CIP Shift	Res Factor	Share Percentages					Levy Amounts					Estimated Tax Rates					
		Res SP	OS SP	Comm SP	Ind SP	PP SP	Total SP	Res LA	OS LA	Comm LA	Ind LA	PP LA	Total LA	Res ET	OS ET	Ind ET	PP ET
1.3900	0.9442	82.6134	0.0000	11.6456	1.4234	4.3176	100.0000	147,780,945	20,831,860	2,546,141	7,723,461	178,882,407	13.79	0.00	20.30	20.30	20.30
1.4000	0.9428	82.4884	0.0000	11.7293	1.4336	4.3487	100.0000	147,557,192	20,981,730	2,564,459	7,779,025	178,882,406	13.77	0.00	20.45	20.45	20.45
1.4100	0.9414	82.3633	0.0000	11.8131	1.4438	4.3797	100.0000	147,333,440	21,131,599	2,582,776	7,834,589	178,882,405	13.75	0.00	20.59	20.59	20.59
1.4200	0.9400	82.2382	0.0000	11.8969	1.4541	4.4108	100.0000	147,109,687	21,281,469	2,601,094	7,890,154	178,882,404	13.73	0.00	20.74	20.74	20.74
1.4300	0.9385	82.1131	0.0000	11.9807	1.4643	4.4419	100.0000	146,885,935	21,431,338	2,619,411	7,945,718	178,882,403	13.71	0.00	20.89	20.88	20.89
1.4400	0.9371	81.9880	0.0000	12.0645	1.4746	4.4729	100.0000	146,662,182	21,581,208	2,637,729	8,001,283	178,882,402	13.69	0.00	21.03	21.03	21.03
1.4500	0.9357	81.8629	0.0000	12.1482	1.4848	4.5040	100.0000	146,438,430	21,731,077	2,656,047	8,056,847	178,882,401	13.67	0.00	21.18	21.18	21.18
1.4600	0.9342	81.7379	0.0000	12.2320	1.4950	4.5351	100.0000	146,214,677	21,880,947	2,674,364	8,112,412	178,882,400	13.64	0.00	21.32	21.32	21.32
1.4700	0.9328	81.6128	0.0000	12.3158	1.5053	4.5661	100.0000	145,990,925	22,030,816	2,692,682	8,167,976	178,882,399	13.62	0.00	21.47	21.47	21.47
1.4800	0.9314	81.4877	0.0000	12.3996	1.5155	4.5972	100.0000	145,767,173	22,180,686	2,710,999	8,223,541	178,882,398	13.60	0.00	21.62	21.62	21.62
1.4900	0.9299	81.3626	0.0000	12.4834	1.5258	4.6282	100.0000	145,543,420	22,330,555	2,729,317	8,279,105	178,882,397	13.58	0.00	21.76	21.76	21.76
1.5000	0.9285	81.2375	0.0000	12.5672	1.5360	4.6593	100.0000	145,319,668	22,480,425	2,747,634	8,334,670	178,882,397	13.56	0.00	21.91	21.91	21.91
1.5100	0.9271	81.1124	0.0000	12.6509	1.5462	4.6904	100.0000	145,095,915	22,630,294	2,765,952	8,390,234	178,882,396	13.54	0.00	22.05	22.05	22.05
1.5200	0.9257	80.9874	0.0000	12.7347	1.5565	4.7214	100.0000	144,872,163	22,780,164	2,784,269	8,445,799	178,882,395	13.52	0.00	22.20	22.20	22.20
1.5300	0.9242	80.8623	0.0000	12.8185	1.5667	4.7525	100.0000	144,648,410	22,930,033	2,802,587	8,501,363	178,882,394	13.50	0.00	22.35	22.35	22.35
1.5400	0.9228	80.7372	0.0000	12.9023	1.5770	4.7835	100.0000	144,424,658	23,079,903	2,820,905	8,556,928	178,882,393	13.48	0.00	22.49	22.49	22.49
1.5500	0.9214	80.6121	0.0000	12.9861	1.5872	4.8146	100.0000	144,200,905	23,229,772	2,839,222	8,612,492	178,882,392	13.46	0.00	22.64	22.64	22.64
1.5600	0.9199	80.4870	0.0000	13.0698	1.5974	4.8457	100.0000	143,977,153	23,379,642	2,857,540	8,668,056	178,882,391	13.44	0.00	22.78	22.78	22.78
1.5700	0.9185	80.3619	0.0000	13.1536	1.6077	4.8767	100.0000	143,753,400	23,529,511	2,875,857	8,723,621	178,882,390	13.42	0.00	22.93	22.93	22.93
1.5800	0.9171	80.2369	0.0000	13.2374	1.6179	4.9078	100.0000	143,529,648	23,679,381	2,894,175	8,779,185	178,882,389	13.39	0.00	23.08	23.08	23.08
1.5900	0.9156	80.1118	0.0000	13.3212	1.6282	4.9389	100.0000	143,305,896	23,829,250	2,912,492	8,834,750	178,882,388	13.37	0.00	23.22	23.22	23.22
1.6000	0.9142	79.9867	0.0000	13.4050	1.6384	4.9699	100.0000	143,082,143	23,979,120	2,930,810	8,890,314	178,882,387	13.35	0.00	23.37	23.37	23.37
1.6100	0.9128	79.8616	0.0000	13.4887	1.6486	5.0010	100.0000	142,858,391	24,128,989	2,949,128	8,945,879	178,882,386	13.33	0.00	23.51	23.51	23.51
1.6200	0.9114	79.7365	0.0000	13.5725	1.6589	5.0320	100.0000	142,634,638	24,278,859	2,967,445	9,001,443	178,882,385	13.31	0.00	23.66	23.66	23.66
1.6300	0.9099	79.6114	0.0000	13.6563	1.6691	5.0631	100.0000	142,410,886	24,428,728	2,985,763	9,057,008	178,882,384	13.29	0.00	23.81	23.81	23.81
1.6400	0.9085	79.4864	0.0000	13.7401	1.6794	5.0942	100.0000	142,187,133	24,578,598	3,004,080	9,112,572	178,882,384	13.27	0.00	23.95	23.95	23.95
1.6500	0.9071	79.3613	0.0000	13.8239	1.6896	5.1252	100.0000	141,963,381	24,728,467	3,022,398	9,168,137	178,882,383	13.25	0.00	24.10	24.10	24.10
1.6600	0.9056	79.2362	0.0000	13.9076	1.6998	5.1563	100.0000	141,739,628	24,878,337	3,040,715	9,223,701	178,882,382	13.23	0.00	24.24	24.24	24.24
1.6700	0.9042	79.1111	0.0000	13.9914	1.7101	5.1874	100.0000	141,515,876	25,028,206	3,059,033	9,279,266	178,882,381	13.21	0.00	24.39	24.39	24.39
1.6800	0.9028	78.9860	0.0000	14.0752	1.7203	5.2184	100.0000	141,292,123	25,178,076	3,077,350	9,334,830	178,882,380	13.19	0.00	24.54	24.54	24.54
1.6900	0.9014	78.8609	0.0000	14.1590	1.7306	5.2495	100.0000	141,068,371	25,327,945	3,095,668	9,390,394	178,882,379	13.16	0.00	24.68	24.68	24.68
1.7000	0.8999	78.7359	0.0000	14.2428	1.7408	5.2805	100.0000	140,844,619	25,477,815	3,113,986	9,445,959	178,882,378	13.14	0.00	24.83	24.83	24.83
1.7100	0.8985	78.6108	0.0000	14.3266	1.7510	5.3116	100.0000	140,620,866	25,627,684	3,132,303	9,501,523	178,882,377	13.12	0.00	24.97	24.97	24.97
1.7200	0.8971	78.4857	0.0000	14.4103	1.7613	5.3427	100.0000	140,397,114	25,777,554	3,150,621	9,557,088	178,882,376	13.10	0.00	25.12	25.12	25.12
1.7300	0.8956	78.3606	0.0000	14.4941	1.7715	5.3737	100.0000	140,173,361	25,927,423	3,168,938	9,612,652	178,882,375	13.08	0.00	25.27	25.27	25.27
1.7400	0.8942	78.2355	0.0000	14.5779	1.7818	5.4048	100.0000	139,949,609	26,077,293	3,187,256	9,668,217	178,882,374	13.06	0.00	25.41	25.41	25.41
1.7500	0.8928	78.1104	0.0000	14.6617	1.7920	5.4359	100.0000	139,725,856	26,227,162	3,205,573	9,723,781	178,882,373	13.04	0.00	25.56	25.56	25.56

Assessor's Report FY 23

The first 6 months of 2022 saw some changes in the makeup of the Assessor's office going forward into FY 23 and beyond. Melissa Motta took over as Director of Assessing in mid-July and hit the ground running to implement some of the valuation changes that had been researched by her predecessor after a review of the calendar 2021 sales market.

Teardown land sales over the past several years triggered a major change in land values. As has been the case over the last 5 years, sale prices of lots intended for re-construction of new homes was once again outpacing the assessed value of those lots. A detailed study of each of the 23 designated land neighborhoods that make up the Town of Needham was undertaken to determine how far the current values had been left behind by recent market activity. Valuation adjustments were made to each of these neighborhoods to bring them into compliance with the statistical standards acceptable to the Massachusetts Department of Revenue. A major focus of the DOR review focuses on the fact that current proposed values must reflect prior year market activity within certain

statistical parameters that have been established. Needham's residential values must be within 10% of what the sales market is showing, in this case for calendar 2021 transactions. The second part of the recalibrated FY 23 values was adjustments to the valuation tables that determine the "cost" attributed to the building portion of the equation. Construction labor and materials costs have risen considerably in the last few years. These two factors are the prime movers that have kept the market on the rise; and are reflected in the increased residential assessments for FY 23.

Commercial property owners have reported fairly even income and expenses for this year. These numbers are used to determine commercial property values, resulting in relatively modest commercial property increases. Any lingering effects from prior year "Covid Concessions" seem to have faded into insignificance.

Residential "New Growth" has remained relatively stable for FY 23, with a slight drop, due in part to fewer new condo starts, but commercial and industrial growth ticked up slightly. New growth in the Business Personal

Property realm was back to its normal range after a significant jump in FY 22 due to an Eversource one-time utility infrastructure project. The use of our two growth collection vendors once again proved beneficial in gathering data necessary to calculate this important component of the tax levy.

As you see in the Town Stats excerpt in the materials our office provided for this meeting, the residential sales thus far into calendar 2022 have been very solid thus far. These sales will be used to calculate property values for FY 24.



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

MEETING DATE: 12/6/2022

Agenda Item	Appointment Protocol
Presenter(s)	Myles Tucker, Support Services Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Staff will discuss proposed revisions to the Select Board protocol governing committee appointments. Proposed revisions seek to: improve clarity; simplify required processes; increased definition between “standard” and “joint” appointments; and establish protocol for appointment of Select Board members to other committees.	
2.	VOTE REQUIRED BY SELECT BOARD
None	
3.	BACK UP INFORMATION ATTACHED
(a) Draft Appointment Protocol (b) Current Appointment Protocol	

Town of Needham Select Board

Policy Number:	SB-ADMIN-003
Policy:	Protocol for Appointments Made by the Select Board
Date Approved:	12/18/2007
Date Revised:	Reformatted 8/4/2015, Revised MM/DD/YYYY
Approved:	

Policy:

The Select Board is responsible for the appointment of members of the public to a variety of public bodies (“committees”) as required by Massachusetts General Law, the Town Charter, and Town policy. This policy details the actions that the Select Board takes to make these appointments.

I. Key Roles and Responsibilities

The Select Board Vice Chair (“Vice Chair”) shall serve as the Board’s primary liaison to the appointment process, unless otherwise designated by the Select Board Chair.

The Town Manager shall ensure that adequate staff support is provided to the committee appointment process and that a process exists to post and advertise committee vacancies via appropriate and relevant media.

II. Standard Appointments

1. For the purposes of this policy, a “standard appointment” shall be defined as an appointment of a qualified member of the community to a committee where the Select Board has sole authority to appoint the member.
2. Following advertisement of a committee vacancy (or vacancies), the Vice Chair will interview all applicants for the vacancy. The Vice Chair will also invite the Chair of the Committee to which the applicants seek appointment, as well as relevant Town staff to provide administrative support.
3. After interviews conclude, the Vice Chair may recommend an applicant for appointment to the full Board or coordinate with Town staff to solicit for additional applicants.
4. Should the Vice Chair recommend appointment, they shall ensure the full Board is made aware of their recommendation no later than seven days prior to the meeting at which the Board is scheduled to vote on the appointment.
5. As a default, standard appointments shall be placed on the Board’s Appointment Calendar.

6. The Board need not accept the recommendation of the Vice Chair. Members who object or wish to discuss the recommended appointment may inform the Town Manager, who will add the appointment as a regular item on the Board's agenda.

II. Joint Appointments

1. Joint appointments occur when the Select Board shares appointment authority with other committees.
2. Should a vacancy occur that requires a joint appointment, the Vice Chair shall coordinate with the other relevant committee leadership to facilitate a process to solicit for, review, and interview applicants that is amenable to all bodies, to include the potential possibility of re-advertising the vacancy.
3. Upon reaching consensus with the other committee(s), the Vice Chair shall ensure the full Board is made aware of the recommendation no later than seven days prior to the meeting at which the Board is scheduled to vote on the appointment.
4. As a default, joint appointments shall be placed as a regular item the Board's agenda, and the other appointing committee(s) shall be invited to attend the meeting at which the item is taken up.

III. Appointment of Select Board Members to Committees

1. The Select Board may appoint its own members to other committees or to committees created by the Board that include a Select Board member(s).
2. In this event, the Vice Chair shall announce the opening of such a vacancy during a public meeting, at which members may volunteer to serve.
3. Should no member volunteer or no consensus be reached on which member(s) will serve, the Vice Chair will consult with the Chair and make a recommended appointment at a subsequent Board meeting.

Board of Selectmen

Policy Number:	BOS-ADMIN-003
Policy:	Appointment Protocol (Volunteer Opportunities & the Appointment Process – BOS Appointments)

Policy and Procedure:

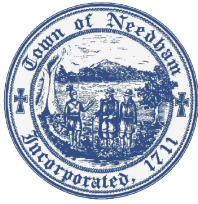
The Town Manager will cause notices of all committee vacancies and requests for applications to be posted on the Town website and to be transmitted to local newspapers, unless unusual circumstances require otherwise. The Town's website will include a general volunteer opportunity solicitation form. In order to be considered for a committee vacancy, individuals shall submit a general volunteer opportunity solicitation form or letter of interest. The Town Manager shall include copies of all notices of committee vacancies in the weekly Selectmen's packet.

The Vice Chair of the Board, or in any given instance, a member of the Board designated by the Vice Chair (both hereinafter in this policy referred to as the Vice Chair) shall be responsible for reviewing and making recommendations to the Board regarding appointments to committees. All Board members shall receive copies of all applications for committee appointments, including general volunteer committee applications.

The Vice Chair shall meet with the Town Manager to consider making recommendations for appointment. The Vice Chair may interview any or all candidates for appointment, or may make a recommendation without interviews. With respect to any appointment, the Vice Chair may recommend that the Board make an appointment from among one or more named applicants, recommend that the Board interview one or more named applicants (or all applicants), or make other recommendations consistent with his/her responsibilities (including a recommendation to re-advertise).

Recommendations of the Vice Chair regarding committee appointments shall be submitted to the Board for action at an upcoming meeting. The Board need not accept the recommendations of the Vice Chair. If any member objects to a recommendation he or she may notify the Town Manager and the subject matter of that vacancy shall be placed on the Board's agenda.

Joint Appointments: In the case of a vacancy (as with some elected boards) where the appointing authority is jointly held with another committee, the Vice Chair shall consult with the other committee and thereafter recommend a process to be used for reviewing applications and filling the vacancy.



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

MEETING DATE: 12/6/2022

Agenda Item	Capital Policies Review
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Finance Katie King, Assistant Town Manager/Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Town Manager will discuss with the Board proposed revisions to the Capital Improvement Policies and Debt Management Policies.
2.	VOTE REQUIRED BY SELECT BOARD
	Discussion Only
3.	BACK UP INFORMATION ATTACHED
	a. Draft Capital Improvement Policies Revision b. Draft Debt Management Policies Revision

CAPITAL IMPROVEMENT POLICIES

A. General Provisions

1. Capital items for the purpose of this Capital Improvement Plan shall be defined as follows:
 - Items requiring an expenditure of at least \$25,000 and having a useful life of more than five years.
 - Projects consisting of real property acquisitions, construction, capital asset improvements, long-life capital equipment, or major maintenance/repair of and existing capital item, as distinguished from a normal operating expenditure.
 - Items obtained under a long-term lease.
2. Town departments will submit spending requests that provide sufficient funding for adequate maintenance and orderly replacement of capital plant and equipment.
3. All assets will be maintained at a level that protects capital investment and minimizes maintenance and replacement costs.
4. All equipment replacement needs for the coming five years will be projected and the projection will be updated each year.
5. Future operating and maintenance costs for all new capital facilities will be fully costed out.

B. Capital Improvement Fund (CIF)

1. In accordance with the provisions of Massachusetts General Laws Chapter 40 Section 5B, as amended by Section 14 of Chapter 46 of the Acts of 2003 and Section 19 of Chapter 140 of the Acts of 2003, the Town of Needham has established a General Fund Cash Capital Equipment and Facility Improvement Fund hereinafter referred to as the Capital Improvement Fund or CIF (Article 58/2004 ATM). The purpose of the CIF is to allow the Town to reserve funds to use for general fund cash capital.
2. Appropriations from the CIF are restricted to the following items for which the Town may borrow for a period of five years or more: the acquisition of new capital equipment; and the replacement of existing capital equipment; ~~and building and facility improvements which cost less than \$250,000.~~
3. Only General Fund capital items that have been ~~identified in the CIP for a period of three (3) years or more, and that have been~~ recommended in the Capital Improvement Plan for the current year, are eligible for funding from the CIF.
- ~~4. The CIF may be used to pay for recurring equipment replacement needs that have been identified in the CIP and funded in at least three (3) of the five (5) immediately preceding fiscal years.~~
- ~~45.~~ Appropriations into the CIF and interest earnings on the Fund become part of the Fund.

C. Capital Facility Fund (CFF)

1. In accordance with the provisions of Massachusetts General Laws Chapter 40 Section 5B, as amended by Section 14 of Chapter 46 of the Acts of 2003, and as further amended by Section 19 of Chapter 140 of the Acts of 2003, the Town of Needham has established a Capital Facility Fund (Article 10/2007 ATM). The purpose of this Fund is to allow the Town, from time to time, by appropriation, to reserve funds for the design, maintenance, renovation, or reconstruction relating to the structural integrity, building envelope, or MEP (mechanical, electrical, plumbing) systems of then existing capital facilities.
2. For the purpose of the Fund, the term "capital facility" shall refer to any building or structure which is located on Town property and is under the jurisdiction of the Town Manager.
3. The term "building or structure " shall include, but not be limited to, any Town-owned building, structure, room, or space within a building, facility, park or plaza, open space, driveway, landscaped area, or other physical improvements under the administrative control of the Town
4. Appropriations into the CFF and interest earnings on the Fund become part of the Fund.

D. Athletic Facility Improvement Fund (AFIF)

1. In accordance with the provisions of Massachusetts General Laws Chapter 40 Section 5B, as amended by Section 14 of Chapter 46 of the Acts of 2003, and as further amended by Section 19 of Chapter 140 of the Acts of 2003, the Town of Needham has established an Athletic Facility Improvement Fund under Article 39 of the 2012 Annual Town Meeting. The purpose of this fund is to allow the Town, from time to time, by appropriation, to reserve funds for the design, maintenance, renovation, reconstruction, or construction of athletic facilities.
2. For the purpose of the fund, the term "athletic facility" shall refer to any Town-owned building, structure, pool, synthetic and natural grass turf playing field or ball diamond, and associated grounds and parking areas whose primary purpose is for organized athletic events for Needham children, adults, and public school teams.

E. Debt Service Stabilization Fund

1. In accordance with the provisions of Massachusetts General Laws Chapter 40 Section 5B, as amended by Section 14 of Chapter 46 of the Acts of 2003, and as further amended by Section 19 of Chapter 140 of the Acts of 2003, the Town of Needham has established a Debt Service Stabilization Fund to allow the Town to plan for long-term capital expenses and, from time to time, by appropriation, ~~to~~ reserve funds to pay the debt service for engineering and design, renovation, reconstruction or construction of Town facilities.

| *Approved May 1991; Revised December 20, 2005; Revised May 11, 2010; Revised October 8, 2013; Revised December 20, 2016-; Revised December 20, 2022*

DEBT MANAGEMENT POLICIES

1. Proceeds from long-term debt will not be used for current, ongoing operations.
2. The Town will strive to limit total debt service, including debt exclusions and self-supporting debt, to ten percent (10%) of gross revenues.
3. The Town will allocate or reserve three percent (3%) of projected General Fund revenue (e.g. property taxes less debt exclusions, state aid, and local receipts) for debt service.
4. The Town will limit annual increases in debt service to a level that will not materially jeopardize the Town's credit rating.
5. For those previously authorized bonded projects with residual balances, the Town Manager shall propose the reallocation of these balances for other capital projects in conformance with Massachusetts General Laws Chapter 44, Section 20.
6. For those previously authorized projects funded with available revenue (tax levy or reserves), that have residual balances in excess of \$25,000, the Town Manager shall propose the reallocation of these balances for other future capital projects in conformance with Massachusetts General Laws Chapter 44, Section 33B. This practice will avoid abnormally inflating general fund surplus with one-time receipts.
7. For those previously authorized projects funded with available revenue (tax levy or reserves), with residual balances of less than \$25,000, the Assistant Town Manager/Finance Director may authorize the Town Accountant to close these balances to the appropriate fund surplus.
8. The Town will attempt to limit bond sales in any calendar year to \$10,000,000 in order to maintain bank qualifications and thereby receive lower interest rates on bonded debt.
9. Long-term borrowing will be confined to capital improvements too expensive to be financed from current revenues. In general, the Town will attempt to finance purchases costing less than \$250,000~~100,000~~ with operating revenues.
10. Bonds will be paid back within a period not to exceed the expected useful life of the capital project.
11. To the extent practicable, user fees will be set to cover the capital costs of enterprise type services or activities - whether purchased on a pay-as-you-go basis or through debt financing - to avoid imposing a burden on the property tax levy.
12. Ongoing communications with bond rating agencies will be maintained, and a policy of full disclosure on every financial report and bond prospectus will be followed.

Approved May 1991; Revised December 1998, April 7, 2009; Revised December 20, 2022



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

MEETING DATE: 12/6/2022

Agenda Item	Preliminary FY2024 – FY2028 Capital Improvement Plan
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Finance Katie King, Assistant Town Manager/Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will discuss with the Board the preliminary FY2024 – 2028 Capital Improvement Plan. A vote on the final plan is scheduled for December 20, 2022.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion only.	
3.	BACK UP INFORMATION ATTACHED
a. FY2024 – FY2028 Preliminary Tier I recommendations b. Capital Project Requests for Fiscal Years 2024 – 2028 provided previously	

Capital Project Requests																			
Preliminary Tier One Recommendations																			
FY2024 - FY2028																			
Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Non-Public Safety & Public Safety Data Centers & Networking Equipment Replacement	M	ITC	General	1			600,000	600,000	750,000	750,000					1,350,000	1,350,000			Page 001
Fleet Refurbishment	B	Fleet	Public Works	1	150,000				150,000				150,000						Page 006
Library Technology	N	Library	Community	1			36,100	36,100	57,750	57,750	27,000	27,000			120,850	120,850			Page 010
Personal Protective Equipment	M	Fire	Public Safety	1	51,030	51,030	53,582	53,582	56,261	56,261	59,074	59,074	62,027	62,027	281,974	281,974			Page 014
LIFEPAK 15 V4 Monitor/Defib	N	Fire	Public Safety	1	30,185	30,185									30,185	30,185			Page 020
School Copiers	M	Schools	Schools	1	69,379	69,379	51,436	51,436	56,745	56,745	45,253	45,253	64,158	64,158	286,971	286,971			Page 022
School Furniture	P	Schools	Schools	1	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	125,000	125,000			Page 028
School Technology	M	Schools	Schools	1	460,750	460,750	661,150	661,150	577,875	577,875	694,575	694,575	723,500	723,500	3,117,850	3,117,850			Page 034
Telephone System Replacement	N	ITC	General	1	50,000	50,000	500,000	500,000							550,000	550,000			Page 045
Town Building Security and Traffic Cameras	I	ITC	General	1			350,000	350,000							350,000	350,000			Page 048
Town Building Switches	M	ITC	General	1	130,000	130,000									130,000	130,000			Page 050
Public Facility Replacement Furniture (Town Offices)	M	Manager	General	1	40,000	40,000	40,000	40,000	40,000	40,000					120,000	120,000			Page 052
Video Projection Equipment Rosemary Recreation Complex	P	HHS	Community	1	55,000	55,000									55,000	55,000			Page 056
Wireless Hardware Infrastructure	P	ITC	General	1	175,000														Page 058
Equipment & Technology				1	1,236,344	911,344	2,317,268	2,317,268	1,713,631	1,563,631	850,902	850,902	1,024,685	874,685	6,517,830	6,517,830			
Center at the Heights Generator	M	COA	Community	2	250,000	250,000									250,000	250,000			Page 059
Center at the Heights Facility Enhancements	N	COA	Community	2															Page 061
Cricket Field Building Improvements	M	Recreation	Community	2									75,000						Page 062
Eliot Boiler Replacement	N	Bldg. Maint	Schools	2					51,000	51,000	610,000	610,000			661,000	661,000			Page 066
Energy Efficiency Upgrades	M	Various	Utilities	2	250,000	250,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	650,000	650,000			Page 069
Facility Assessment for Sustainable Building Management (Library, High	M	Schools	Schools	2			50,000	50,000	50,000	50,000					100,000	100,000			Page 076
Hillside Maintenance	NI	Bldg. Maint	General	2															Page 079
Library Chiller Replacement	N	Library	Community	2	369,000	369,000									369,000	369,000			Page 080
Library Space Construction	N	Library	Community	2															Page 082

Capital Project Requests																			
Preliminary Tier One Recommendations																			
FY2024 - FY2028																			
Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Newman Energy Recovery Wheel Replacement	NI	Bldg. Maint	Schools	2															Page 083
Pollard and Mitchell Schools Longevity Repairs	NI	Bldg. Maint	Schools	2															Page 085
Pollard School Air Conditioning Upgrade	M	Bldg. Maint	Schools	2			115,000	115,000	1,335,000	1,335,000					1,450,000	115,000	1,335,000		Page 086
Recycling and Transfer Station Property Improvements	M	Solid Waste	Public Works	2	135,000	135,000	171,500		370,000		705,000				135,000	135,000			Page 089
Ridge Hill Barn Repairs	N	Bldg. Maint	Community	2	50,000														Page 095
Roof Replacement (High School)	M	Bldg. Maint	Schools	2			156,500	156,500	866,000	866,000					1,022,500	1,022,500			Page 096
Roof Top Unit Replacement (Broadmeadow & Eliot Schools)	M	Bldg. Maint	Schools	2	9,000,000	9,000,000									9,000,000		9,000,000		Page 100
Buildings & Facilities				2	10,054,000	10,004,000	593,000	421,500	2,772,000	2,402,000	1,415,000	710,000	175,000	100,000	13,637,500	3,302,500	10,335,000		
Action Sports Park Feasibility Study	N	Parks	Community	3	35,000														Page 103
Athletic Facility Improvements (Asa Small Field Renovations)	PI	Parks	Community	3															Page 105
Athletic Facility Improvements (Broadmeadow & Eliot Fields)	PI	Parks	Community	3															Page 110
Athletic Facility Improvements (Claxton Field Lighting Installation and Softball Field Skin construction)	M	Parks	Community	3	1,780,000	1,780,000									1,780,000	780,000		1,000,000	Page 107
Athletic Facility Improvements (Dwight Field Renovation/Charles River Center)	PI	Parks	Community	3															Page 105
Athletic Facility Improvements (Fencing DeFazio Tot Lot)	M	Parks	Community	3			244,000	244,000							244,000			244,000	Page 108
Athletic Facility Improvements (Mcleod Field renovation)	M	Parks	Community	3	1,310,000	1,310,000									1,310,000		1,310,000		Page 106
Athletic Fields Master Plan	R	Recreation	Community	3					30,000	30,000					30,000	30,000			Page 112
Central Ave/Centre St Bridge	NI	Engineer	Transportation Network	3	1,650,000														Page 114
DeFazio Playground Renovation	N	Recreation	Community	3	35,000	35,000	400,000	400,000							435,000			435,000	Page 118
High School Tennis Court Improvements	R	Recreation	Community	3			1,500,000												Page 121
NPDES Support Projects	M	Engineer	Stormwater	3	860,000														Page 123
NPDES Support Projects	M	Engineer	Stormwater	3			806,000	806,000							806,000			806,000	Page 126
NPDES Support Projects	M	Engineer	Stormwater	3					816,000	816,000					816,000			816,000	Page 128
NPDES Support Projects	M	Engineer	Stormwater	3							987,000	987,000			987,000			987,000	Page 130
NPDES Support Projects	N	Engineer	Stormwater	3									1,176,000	1,176,000	1,176,000			1,176,000	Page 132

Capital Project Requests																			
Preliminary Tier One Recommendations																			
FY2024 - FY2028																			
Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Outdoor Court Improvements (Basketball, Pickleball & Tennis)	R	Recreation	Community	3									40,000	40,000	40,000	40,000			Page 134
Playground Improvements	M	Recreation	Community	3					35,000	35,000	600,000	600,000	40,000	40,000	675,000			675,000	Page 139
Public Works Infrastructure Program	M	Highway	Transportati on Network	3	2,581,500	2,000,000									2,000,000	2,000,000			Page 144
Public Works Infrastructure Program	M	Highway	Transportati on Network	3			5,417,500	3,000,000							3,000,000	3,000,000			Page 147
Public Works Infrastructure Program	N	Highway	Transportati on Network	3					3,870,000	3,000,000					3,000,000	3,000,000			Page 149
Public Works Infrastructure Program	M	Highway	Transportati on Network	3							2,535,500	2,535,500			2,535,500	2,535,500			Page 151
Public Works Infrastructure Program	N	Highway	Transportati on Network	3									3,267,500	3,267,500	3,267,500	3,267,500			Page 153
Quiet Zone Safety Upgrades	M	Engineer	Transportati on Network	3	1,340,000	1,340,000	2,775,000	2,775,000							4,115,000		4,115,000		Page 155
Rosemary Pool & Beach Improvements	N	Recreation	Community	3	100,000		750,000												Page 158
Traffic Improvements	P	Engineer	Transportati on Network	3	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	250,000	250,000			Page 161
Trail Maintenance	NI	Parks	Community	3															Page 167
Infrastructure & Land				3	9,741,500	6,515,000	11,942,500	7,275,000	4,801,000	3,931,000	4,172,500	4,172,500	4,573,500	4,573,500	26,467,000	14,903,000	5,425,000	6,139,000	
Replace Unit 6 2015 International 7400 Series	L	Highway	Public Works	4							411,555	411,555			411,555	411,555			Page 177
Replace Unit 8 2014 INTERNATIONAL 7400 Series	L	Highway	Public Works	4					344,826	344,826					344,826	344,826			Page 175
Replace Unit 9 2012 International 7400 Series	L	Highway	Public Works	4	347,431														Page 171
Replace Unit 15 2017 Ford Explorer	C	Admin	Public Works	4							76,507	76,507			76,507	76,507			Page 177
Replace Unit 41 2016 Ford F250	C	Parks	Public Works	4	92,216														Page 171
Replace Unit 50 2016 Ford F250	C	Parks	Public Works	4					79,615	79,615					79,615	79,615			Page 175
Replace Unit 53 2013 International 5600 Rolloff	S	Solid Waste	Public Works	4	337,155	337,155									337,155	337,155			Page 171
Replace Unit 58 2019 Spec Utility SW045	L	Solid Waste	Public Works	4							128,787	128,787			128,787	128,787			Page 177
Replace Unit 61 2013 GENIE Forklift	L	Solid Waste	Public Works	4			154,076	154,076							154,076	154,076			Page 173
Replace Unit 63 2018 Steco	L	Solid Waste	Public Works	4					128,450	128,450					128,450	128,450			Page 175
Replace Unit 66 2015 Ford F550	L	Highway	Public Works	4	142,050	142,050									142,050	142,050			Page 171
Replace Unit 68 Addition To Fleet	S	Engineerin g	Public Works	4	99,410	99,410									99,410	99,410			Page 171
Replace Unit 70 2017 FORD F550 DRWSUP	L	Parks	Public Works	4							131,659	131,659			131,659	131,659			Page 177
Replace Unit 71 2017 FORD F550 DRWSUP	L	Parks	Public Works	4							131,659	131,659			131,659	131,659			Page 177
Replace Unit 72 2015 Ford F550	L	Parks	Public Works	4			156,584	156,584							156,584	156,584			Page 173

Capital Project Requests																			
Preliminary Tier One Recommendations																			
FY2024 - FY2028																			
Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Replace Unit 73 2016 Ford F550	L	Parks	Public Works	4	142,050														Page 171
Replace Unit 74 2016 Ford F550 DRWSUP	L	Parks	Public Works	4					198,327	198,327					198,327	198,327			Page 175
Replace Unit 75 2016 Ford F550	L	Parks	Public Works	4	142,050														Page 171
Replace Unit 80 2019 INTERNATIONAL 7300	L	Solid Waste	Public Works	4							351,357	351,357			351,357	351,357			Page 177
Replace Unit 82 2011 Ford F150	C	Conservation	General	4	53,706	53,706									53,706	53,706			Page 171
Replace Unit 90 2016 Steco	L	Solid Waste	Public Works	4	120,797	120,797									120,797	120,797			Page 171
Replace Unit 93 2015 McCloskey Brothers TROMMEL SCREEN	L	Solid Waste	Public Works	4			240,733	240,733							240,733	240,733			Page 173
Replace Unit 111 2013 TRACKLESS TRACTOR	LX	Highway	Public Works	4			298,670	298,670							298,670	298,670			Page 173
Replace Unit 112 2011 Prinoth SW4S (Retain for Pool)	LX	Highway	Public Works	4	206,561	206,561									206,561	206,561			Page 171
Replace Unit 116 2014 Prinoth SW4S	LX	Highway	Public Works	4					328,839										Page 175
Replace Unit 117 2015 Prinoth SW4S	LX	Highway	Public Works	4							328,839	328,839			328,839	328,839			Page 177
Replace Unit 133 2001 John Deere Backhoe Loader 310SG	L	Parks	Public Works	4					180,698	180,698					180,698	180,698			Page 175
Replace Unit 168 2010 Gorman Utility Trailer	S	Parks	Public Works	4			65,192												Page 173
Replace Unit 186 2010 GIANT LEAF VAC TRAILER	L	Parks	Public Works	4			47,764	47,764							47,764	47,764			Page 173
Replace Unit 253 2010 VERMEER STUMP CUTTER	L	Parks	Public Works	4			99,050	99,050							99,050	99,050			Page 173
Replace Unit 336 2017 TORO Field mower	L	Parks	Public Works	4							216,213	216,213			216,213	216,213			Page 177
Replace Unit 350 2010 John Deere Loader 4720	L	Parks	Public Works	4			47,830	47,830							47,830	47,830			Page 173
Replace Unit 401 2019 Ford Transit Wagon E3E (Passenger Van)	C	HHS	Community	4									53,430	53,430	53,430	53,430			Page 179
Replace Unit 402 2017 Ford E350	C	HHS	Community	4							102,225	102,225			102,225	102,225			Page 177
Replace Unit 440 2017 Ford Explorer	C	ITC	General	4									70,663	70,663	70,663	70,663			Page 179
Replace Unit 453 2016 Ford Focus	C	Building	Public Safety	4	49,432	49,432									49,432	49,432			Page 171
Replace Unit 454 2014 Ford Fusion	C	Building	Public Safety	4	49,432	49,432									49,432	49,432			Page 171
Replace Unit 455 2016 Ford Focus	C	Building	Public Safety	4	49,432	49,432									49,432	49,432			Page 171
Replace Unit 456 2014 Ford Fusion	C	Building	Public Safety	4	49,432	49,432									49,432	49,432			Page 171
Replace Unit 458 2014 Ford Explorer	C	Building	Public Safety	4	49,432														Page 171
Replace Unit 459 2018 Ford Explorer	C	Building	Public Safety	4									56,725	56,725	56,725	56,725			Page 179
Replace Unit 601 2018 Ford Transit (Delivery Van)	C	School	School	4									88,033	88,033	88,033	88,033			Page 179
Replace Unit 701 2014 Ford F250	C	Bldg. Maint	Public Works	4	92,216	92,216									92,216	92,216			Page 171
Replace Unit 703 2015 Ford Transit	C	Bldg. Maint	Public Works	4					55,563	55,563					55,563	55,563			Page 175

Capital Project Requests																			
Preliminary Tier One Recommendations																			
FY2024 - FY2028																			
Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Replace Unit 706 2017 Ford Econ T250	C	Bldg. Maint	Public Works	4							60,521	60,521			60,521	60,521			Page 177
Replace Unit 708 2016 Ford Transit S7E1	C	Bldg. Maint	Public Works	4					45,199	45,199					45,199	45,199			Page 175
Replace Unit Bus 01 2017 BLUE BIRD 303	L	School	School	4			430,687	430,687							430,687	430,687			Page 173
Replace Unit C01 2017 Ford Explorer (renumber)	C	Fire	Public Safety	4	70,114	70,114									70,114	70,114			Page 171
Replace Unit C07 2004 Ford F350	L	Fire	Public Safety	4							106,119	106,119			106,119	106,119			Page 177
Replace Unit C43 2017 Ford Escape	C	Fire	Public Safety	4			69,455	69,455							69,455	69,455			Page 173
Replace Unit E03 2014 KME Fire Engineer	S	Fire	Public Safety	4									1,909,882	1,909,882	1,909,882		1,909,882		Page 179
Replace Unit E04 2005 E-One Cyclone II	L	Fire	Public Safety	4			1,084,160	1,084,160							1,084,160		1,084,160		Page 173
Replace Unit L01 2004 Sutphen Quint	L	Fire	Public Safety	4	1,942,298	1,942,298									1,942,298		1,942,298		Page 171
Replace Unit R03 (R1) 2016 Ford E450	L	Fire	Public Safety	4	498,951	498,951									498,951	498,951			Page 171
Replace Unit R04 (R2) 2017 Ford E450	L	Fire	Public Safety	4					534,680	534,680					534,680	534,680			Page 175
Replace Unit SV1 2018 Polaris Ranger XP900	S	Fire	Public Safety	4							78,193	78,193			78,193	78,193			Page 177
Replace Unit Van 01 2020 FORD TRANSIT 150 AWD	C	School	School	4									82,275	82,275	82,275	82,275			Page 179
Replace Unit Van 02 2020 FORD TRANSIT 150 AWD	C	School	School	4									82,275	82,275	82,275	82,275			Page 179
Replace Unit Van 04 2019 Ford Transit	C	School	School	4							79,493	79,493			79,493	79,493			Page 177
Replace Unit Van 05 2019 Ford Transit	C	School	School	4							79,493	79,493			79,493	79,493			Page 177
Replace Unit Van 09 2014 Toyota Sienna (Passenger Van)	C	School	School	4	71,698	71,698									71,698	71,698			Page 171
Replace Unit Van 10 2015 Toyota Sienna (Passenger Van)	C	School	School	4	71,698	71,698									71,698	71,698			Page 171
Replace Unit Van 11 2018 Ford Transit	C	School	School	4					76,805	76,805					76,805	76,805			Page 175
Replace Unit Van 12 2018 Ford Transit	C	School	School	4					76,805	76,805					76,805	76,805			Page 175
				4															
Fleet				4	4,677,561	3,904,382	2,694,201	2,629,009	2,049,807	1,720,968	2,282,620	2,282,620	2,343,283	2,343,283	12,880,262	7,943,922	4,936,340		

Capital Project Requests

Preliminary Tier One Recommendations

FY2024 - FY2028

Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Mitchell Elementary School (Option A)	M	Schools	Schools	5			1,500,000												Page 181
Pollard School Renovation/Expansion as 6-8 Middle School (Option D)	M	Schools	Schools	5	1,750,000														Page 184
Public Works Facilities Improvements (Step 2)	M	All	Public Works	5			3,900,000												Page 187
Public Works Facilities Improvements (Step 3)	M	All	Public Works	5					56,500,000										Page 189
Open Space Acquisitions	I	Recreation	Community	5	1,000,000		1,000,000		1,000,000		1,000,000		1,000,000						Page 190
Other				5	2,750,000		6,400,000		57,500,000		1,000,000		1,000,000						
TOTAL					28,459,405	21,334,726	23,946,969	12,642,777	68,836,438	9,617,599	9,721,022	8,016,022	9,116,468	7,891,468	59,502,592	32,667,252	20,696,340	6,139,000	

General Fund Cash	6,707,428	7,333,617	7,431,599	6,429,022	4,765,586	32,667,252
Other Available Funds Including CPA	1,035,000	1,450,000	851,000	1,587,000	1,216,000	6,139,000
Debt	13,592,298	3,859,160	1,335,000		1,909,882	20,696,340
TOTAL	21,334,726	12,642,777	9,617,599	8,016,022	7,891,468	59,502,592

Capital Project Requests																				
Preliminary Tier One Recommendations																				
FY2024 - FY2028																				
Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page	
Sewer Enterprise																				
Sewer Fleet Refurbishment	BN	Fleet	Utilities	1	150,000														Page 196	
				1																
Equipment & Technology					1	150,000														
Cooks Bridge Sewer Pump Station	M	Sewer	Utilities	3	54,000	54,000	382,500	382,500			3,859,000	3,859,000			4,295,500	595,500	3,700,000		Page 198	
Sewer Main Greendale/Rte. 128 (Cheney to GPA)	P	Sewer	Utilities	3			3,105,000	3,105,000	3,322,500	3,322,500	3,556,000	3,556,000			9,983,500	1,208,500	8,775,000		Page 202	
Sewer System Infiltration and Inflow	M	Sewer	Utilities	3	130,000	130,000									130,000	130,000			Page 206	
Infrastructure & Land					3	184,000	184,000	3,487,500	3,487,500	3,322,500	3,322,500	7,415,000	7,415,000				14,409,000	1,934,000	12,475,000	
Replace Unit 11 2013 Ford Explorer	C	Sewer	Utilities	4	52,059														Page 171	
Replace Unit 16 2014 FREIGHTLINER Box Truck	L	Sewer	Utilities	4					401,733	401,733					401,733	401,733			Page 175	
Replace Unit 17 2012 Ford F550	C	Sewer	Utilities	4	148,477	148,477									148,477	148,477			Page 171	
Replace Unit 103 2012 John Deere Backhoe Loader 310SJ (Retain for Pool)	L	Sewer	Utilities	4	200,105	200,105									200,105	200,105			Page 171	
Fleet					4	400,641	348,582			401,733	401,733				750,315	750,315				
TOTAL						734,641	532,582	3,487,500	3,487,500	3,724,233	3,724,233	7,415,000	7,415,000				15,159,315	2,684,315	12,475,000	
Enterprise Fund Cash					532,582		712,500		724,233		715,000				2,684,315					
Other Available Funds																				
Debt							2,775,000		3,000,000		6,700,000				12,475,000					
TOTAL					532,582		3,487,500		3,724,233		7,415,000				15,159,315					
Water Enterprise																				
Water Fleet Refurbishment	BN	Fleet	Utilities	1					150,000										Page 209	
				1																
Equipment & Technology					1	150,000														
Charles River Water Treatment Plant HVAC Upgrades	P	Water	Utilities	2	34,000	34,000	378,000	378,000							412,000	412,000			Page 211	
Buildings & Facilities					2	34,000	34,000	378,000	378,000							412,000	412,000			
Forestry Management Plan	NI	Water	Utilities	3															Page 216	
PFAS Mitigation	I	Water	Utilities	3															Page 217	

Capital Project Requests																			
Preliminary Tier One Recommendations																			
FY2024 - FY2028																			
Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Water Distribution System Improvements (Kingsbury Street - Oakland Ave to Webster)	P	Water	Utilities	3							526,500	526,500			526,500	526,500			Page 222
Water Distribution System Improvements (Kingsbury Street - Oakland Avenue to Webster)	P	Water	Utilities	3					116,500	116,500					116,500	116,500			Page 221
Water Distribution System Improvements (Mills/Sachem) (Mayo Ave - Harris Ave to GPA)	P	Water	Utilities	3			46,500	46,500							46,500	46,500			Page 220
Water Distribution System Improvements (Mills/Sachem) (Mayo Ave - Harris Ave to GPA)	P	Water	Utilities	3					450,000	450,000					450,000	450,000			Page 221
Water Distribution System Improvements (Oakland Ave - May Street to Highland)	P	Water	Utilities	3							362,500	362,500			362,500	362,500			Page 222
Water Distribution System Improvements (Oakland Ave - May Street to Highland)	NI	Water	Utilities	3															Page 223
Water Distribution System Improvements (South Street (Charles River to Chestnut)	M	Water	Utilities	3	6,500,000	6,500,000									6,500,000		6,500,000		Page 219
Water Supply Development	M	Water	Utilities	3	595,500	595,500	2,627,000	2,627,000							3,222,500	722,500	2,500,000		Page 224
Infrastructure & Land				3	7,095,500	7,095,500	2,673,500	2,673,500	566,500	566,500	889,000	889,000				11,224,500	2,224,500	9,000,000	
Replace Unit 21 2016 Ford F250	C	Water	Utilities	4	90,074	90,074									90,074	90,074			Page 171
Replace Unit 156 2011 Baker ROBINSON 10" Water Pump	L	Water	Utilities	4					197,221	197,221					197,221	197,221			Page 175
Replace Unit 157 2012 PP&P 6" WATER PUMP Trailer	L	Water	Utilities	4							82,852	82,852			82,852	82,852			Page 177
Replace Unit 159 2012 PUMP UTILITY Trailer	L	Water	Utilities	4							82,852	82,852			82,852	82,852			Page 177
Replace Unit 165 2012 TAYLOR Generator Trailer	L	Water	Utilities	4							94,542	94,542			94,542	94,542			Page 177
Replace Unit 260 2009 Felling	L	Water	Utilities	4							54,564	54,564			54,564	54,564			Page 177
Replace Unit 261 2009 Hudson Trailer HD10	T	Water	Utilities	4															Page 171
Replace Unit 846 2011 Ford Escape Hybrid	C	Water	Utilities	4	52,059	52,059									52,059	52,059			Page 171
Fleet				4	142,133	142,133				197,221	197,221	314,810	314,810				654,164	654,164	
TOTAL					7,271,633	7,271,633	3,051,500	3,051,500	913,721	763,721	1,203,810	1,203,810				12,290,664	3,290,664	9,000,000	
Enterprise Fund Cash					771,633		551,500		763,721		1,203,810				3,290,664				
Other Available Funds																			
Debt					6,500,000		2,500,000								9,000,000				
TOTAL					7,271,633		3,051,500		763,721		1,203,810				12,290,664				

Capital Project Requests																			
Preliminary Tier One Recommendations																			
FY2024 - FY2028																			
Title	Code*	Dep	Function	Cat*	FY2024 Department Request	FY2024 Recommended Tier 1	FY2025 Department Request	FY2025 Recommended Tier 1	FY2026 Department Request	FY2026 Recommended Tier 1	FY2027 Department Request	FY2027 Recommended Tier 1	FY2028 Department Request	FY2028 Recommended Tier 1	Recommended	Cash	Debt	Other	Page
Equipment & Technology				1	1,386,344	911,344	2,317,268	2,317,268	1,863,631	1,563,631	850,902	850,902	1,024,685	874,685	6,517,830	6,517,830			
Buildings & Facilities				2	10,088,000	10,038,000	971,000	799,500	2,772,000	2,402,000	1,415,000	710,000	175,000	100,000	14,049,500	3,714,500	10,335,000		
Infrastructure & Land				3	17,021,000	13,794,500	18,103,500	13,436,000	8,690,000	7,820,000	12,476,500	12,476,500	4,573,500	4,573,500	52,100,500	19,061,500	26,900,000	6,139,000	
Fleet				4	5,220,335	4,395,097	2,694,201	2,629,009	2,648,761	2,319,922	2,597,430	2,597,430	2,343,283	2,343,283	14,284,741	9,348,401	4,936,340		
Other				5	2,750,000		6,400,000		57,500,000		1,000,000		1,000,000						
GRAND TOTAL					36,465,679	29,138,941	30,485,969	19,181,777	73,474,392	14,105,553	18,339,832	16,634,832	9,116,468	7,891,468	86,952,571	38,642,231	42,171,340	6,139,000	
Equipment & Technology				1	1,236,344	911,344	2,317,268	2,317,268	1,713,631	1,563,631	850,902	850,902	1,024,685	874,685	6,517,830	6,517,830			
Buildings & Facilities				2	10,054,000	10,004,000	593,000	421,500	2,772,000	2,402,000	1,415,000	710,000	175,000	100,000	13,637,500	3,302,500	10,335,000		
Infrastructure & Land				3	9,741,500	6,515,000	11,942,500	7,275,000	4,801,000	3,931,000	4,172,500	4,172,500	4,573,500	4,573,500	26,467,000	14,903,000	5,425,000	6,139,000	
Fleet				4	4,677,561	3,904,382	2,694,201	2,629,009	2,049,807	1,720,968	2,282,620	2,282,620	2,343,283	2,343,283	12,880,262	7,943,922	4,936,340		
Other				5	2,750,000		6,400,000		57,500,000		1,000,000		1,000,000						
General Fund					28,459,405	21,334,726	23,946,969	12,642,777	68,836,438	9,617,599	9,721,022	8,016,022	9,116,468	7,891,468	59,502,592	32,667,252	20,696,340	6,139,000	
Equipment & Technology				1	150,000														
Buildings & Facilities				2															
Infrastructure & Land				3	184,000	184,000	3,487,500	3,487,500	3,322,500	3,322,500	7,415,000	7,415,000			14,409,000	1,934,000	12,475,000		
Fleet				4	400,641	348,582			401,733	401,733					750,315	750,315			
Other				5															
Sewer Fund					734,641	532,582	3,487,500	3,487,500	3,724,233	3,724,233	7,415,000	7,415,000			15,159,315	2,684,315	12,475,000		
Equipment & Technology				1					150,000										
Buildings & Facilities				2	34,000	34,000	378,000	378,000							412,000	412,000			
Infrastructure & Land				3	7,095,500	7,095,500	2,673,500	2,673,500	566,500	566,500	889,000	889,000			11,224,500	2,224,500	9,000,000		
Fleet				4	142,133	142,133			197,221	197,221	314,810	314,810			654,164	654,164			
Other				5															
Water Fund					7,271,633	7,271,633	3,051,500	3,051,500	913,721	763,721	1,203,810	1,203,810			12,290,664	3,290,664	9,000,000		
Grand Total					36,465,679	29,138,941	30,485,969	19,181,777	73,474,392	14,105,553	18,339,832	16,634,832	9,116,468	7,891,468	86,952,571	38,642,231	42,171,340	6,139,000	

Code

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

C = Core Fleet

D = Recommendation is deferred or on hold pending other actions

E = Emergency approval

F = Funded appropriation outside the capital plan

G = Request may not qualify as capital submission

L = Specialized Fleet Equipment

I = Project submission is incomplete or waiting additional information

M = Submission has been modified from previous submission

N = New submission with this CIP

P = Project request has appeared in previous CIP's

Q = Request does not qualify as a capital submission

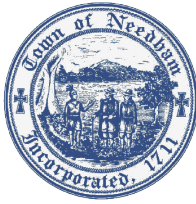
R = Resubmitted

S = No recommendation; under study

U = Urgent request based on identified conditions

Orange highlighted amounts indicate that all or a portion of the funding recommendation may be funded by CPA funds

Pink highlighted amounts indicate that all or a portion of the funding recommendation may be funded by debt.



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

MEETING DATE: 12/6/2022

Agenda Item	FY2024 Budget Priorities
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Director of Finance Katie King, Assistant Town Manager/Director of Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will review proposed budget priorities for the FY2024 Operating and Capital Budgets with the Select Board.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a. Draft Budget Priorities for FY2024	

Select Board Budget Priorities for Fiscal Year 2024

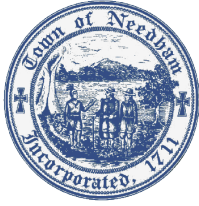
Approved: _____

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

- Support for investment in safe, well-maintained and attractive buildings and infrastructure and accommodate a diverse set of community needs. (SB Goal #1).
 - Prioritize the installation of a new, modernized phone system for the Needham Free Public Library and other Town Buildings.
 - Identify funding for School Master Plan projects.
- Ensure that Needham has the economic opportunities and resources for residents and businesses to thrive in our community. (SB Goal #2)
- Creating or strengthening a multi-modal transportation system that gets people where they want to go, when they want to get there, safely and cost-effectively. (SB Goal #3).
 - Seek funding for noise reduction/Quiet Zone feasibility, design and construction.
- Support initiatives to ensure that Needham residents enjoy high levels of physical and mental well-being and abundant recreational, cultural and educational opportunities in an environment where human rights are respected, diversity is celebrated, and neighbors feel connected. (SB Goal #4).
 - Support funding for expanded services for mental and behavioral health needs.
- Support for initiatives that ensure that Needham is a welcoming and inclusive community that fosters personal and community safety and ensures that all residents are secure and cared for during emergencies and natural disasters. (SB Goal #5)
- Support for an excellent customer experience, responsible management of the Town's assets, data-driven decision-making, and community engagement. (SB Goal #6)
 - Support for employee recruitment and retention initiatives.
 - Support the continuation of the communications role (PIO) through the operating budget.
 - Support for the maintenance of a debt service plan that balances capital needs with the Town's ability to pay, identification of alternative funding sources for capital needs, evaluation of financing alternatives, and alignment of capital and maintenance needs with appropriate funding sources.

- Maximizes resources within the limits of Proposition 2 ½ to avoid operating overrides.
- Ensuring that Needham is a sustainable, thriving and equitable community that benefits from and supports clean energy; preserves and responsibly uses the earth's resources; and cares for ecosystems. (SB Goal #7)
- Achieving greater coordination and efficiency among Town departments and providing adequate resources to address identified service delivery and general administrative needs of the Town in a cost-effective manner.

DRAFT

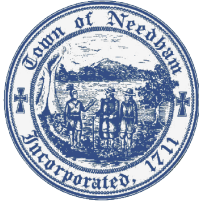


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 12/06/2022

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

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

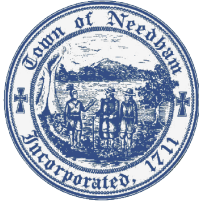


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 12/06/2022

Agenda Item	Report on Goal Progress
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Board members <i>will report on activities associated with Board goals.</i>	
2.	VOTE REQUIRED BY SELECT BOARD
3.	BACK UP INFORMATION ATTACHED
None.	



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

MEETING DATE: 12/06/2022

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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



**Town of Needham, Massachusetts
Road Event Form**

CH# 0720 Pd \$25.00
11.29.22

INTERNAL USE ONLY	
☐ DPW	☐ Police
☐ Fire	☐ OTM
☐ Park & Rec	☒ Paid
☐ PFD	

rec'd 11.29.22 @ 1:57pm

TYPE OF EVENT: (check all that apply)

☒ RUN ☒ WALK ☐ BICYCLE ☐ MOTORCYCLE

Name of Event:

GREAT BEAR RUN

Name of Organization:

NEEDHAM TRACK CLUB

Event Date(s) and Rain Date if requesting:

~~SATURDAY~~ SUNDAY 21 MAY, 2022

Earliest Time Expected in Needham:

7:30am

Latest Time Expected in Needham:

3:00pm

Has this event been conducted in other Towns in the past? ☐ YES ☒ NO

If yes, name of Town and date:

Has this event been held in Needham in the past? ☒ YES ☐ NO

If yes, are you repeating the same route as in prior year(s)? ☒ YES ☐ NO

Organization Mailing Address:

NEEDHAM TRACK CLUB
53 COULTON PARK, NEEDHAM, MA 02492

☒ **Organization is Not-for-Profit**

Organization Billing Address (if Police Detail is required):

NEEDHAM TRACK CLUB
53 COULTON PARK, NEEDHAM, MA 02492

Primary Contact:

EMMA BAGWELL

Contact Title:

RACE ORGANIZER

Contact Address:

54 GARY ROAD, NEEDHAM, MA, 02494

Contact Phone (Day):

857-205-2932

Contact Phone (Cell):

857-205-2932

Contact Email:

GREATBEARRUN@gmail.com

Number of Expected Participants:

750

Number of Expected Spectators at Peak

Time: 450 (MAY BE LOWER)

Are participants charged a fee?

☒ YES

☐ NO

Estimated Number of Vehicles:

175 (at peak) (may be lower)

What type of Parking is required:

WITHIN WALKING DISTANCE OF
THE POLLARD SCHOOL

Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked:

PARKING LOTS OF POLLARD WILL BE UTILIZED. ADDITIONAL
PARKING WILL BE ON STREETS BETWEEN HARRIS AND GREAT
PLAIN PER POLICE INSTRUCTIONS AND APPROPRIATE SIGNAGE.

Are event organizers available to meet
with members of the Town to plan event?

☒ YES ☐ NO

Do event organizers foresee the need for
any road closures (subject to police
review)?

☒ YES ☐ NO

What will be done in case of inclement weather? REGISTRATION + EVENTS FOR
SMALL CHILDREN WILL BE HELD INSIDE POLLARD SCHOOL.
OTHER EVENTS WILL BE HELD OUTSIDE

Will neighborhoods be impacted by parking and traffic? TRAFFIC IS NOT
EXPECTED TO BE A PROBLEM. PARKING WILL BE HEAVIER THAN USUAL
ON SIDE STREETS. NOTE - WE HAVE NOT HAD COMPLAINTS IN PAST.

What activities are planned for the start of the race (if in Needham)?

EVENT REGISTRATION

What activities are planned for the end of the race (if in Needham)?

AWARDS CEREMONY

What facilities are needed for the start of the race (if in Needham)?

POLLARD SCHOOL AND GROUNDS.

ARRANGEMENTS ARE BEING MADE WITH SCHOOL DEPARTMENT

What facilities are needed for the end of the race (if in Needham)?

POLLARD SCHOOL AND GROUNDS

ARRANGEMENTS ARE BEING MADE WITH SCHOOL DEPT.

Once the event begins, how long will it take to complete the event?

SET-UP AND REGISTRATION, TAKE PLACE 7:30am - 10:00am
EVENT 10AM - 2:00PM - CLEAN UP TAKES PLACE 2-3:00PM

Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?

ON ROAD RACE DAY SMALL DIRECTIONAL AND INFORMATIONAL SIGNS ARE POSTED ALONG THE COURSE. SIGNS ARE POSTED AT POLLARD. SIGNS REMOVED AFTER RACE.

Will volunteers be placed along the route?

YES. ROAD MARSHALS ARE LOCATED WHERE COURSE TURNS OR TRAFFICS EXPECTED.

Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.

YES.
POLLARD SCHOOL DIRECTED INTO COURTYARD FROM 9:30AM - 2:00PM

Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)

YES.

Will portable toilets be used? List locations.

YES. ARRANGED WITH SCHOOL DEPT BEHIND AUDITORIUM WALL

Will hydration stops be set up along route? If yes, please include these on route plan.

YES. ON LIVINGSTON CIRCLE

If the event takes place after dark, what is the plan to meet lighting needs?

NOT APPLICABLE

What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?

WE REQUEST THAT HARRIS AVE BE CLOSED TO THROUGH TRAFFIC (BRADFORD TO EATON) 9:45AM - 3PM. BRADFORD TO WISHME PARK 11:45AM - 1:30PM. HOSPITAL MEDICAL STAFF WILL BE AT RACE. WE WILL WORK WITH DETAILED POLICE OFFICER TO CALL IN SUPPORT AS NEEDED.

Does the event take place during commuter times? NO.

Is school in session during the event? Will school drop off or pick up be impacted by the event?

NO.

Are businesses open during the time of the event?

~~NO~~ YES. SEVERAL SMALL BUSINESS NEAR HERSEY TRAIN STATION.

Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)

NO.

Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?

NA

What is the plan to handle trash?

TRASH PUT IN PRIVATE DUMPSTER LOCATED IN FRONT POLLARD PARKING LOT.



Road Running Technical Council
USA Track & Field
Measurement Certificate



Name of the course Great Bear Run Distance 5 km
Location (state) MA (city) Needham
Type of course: road race ☒ calibration course ☐
Measuring method: bicycle ☒ steel tape ☐ electronic distance meter ☐
Measured by (name, address, phone & e-mail) Christopher George, 394 Cherry St, Newton MA 02465
339-227-0083; george.christopher.d@gmail.com
Race contact (name, address, phone & e-mail) John Hrones, 53 Coulton Park, Needham MA 02492
781-449-4954; needhamtrackclub@gmail.com
Date(s) when course measured: Apr 23, 2017
Number of measurements of entire course: 2 Course Configuration: point-to-point
Elevation (meters above sea level) Start 49 m Finish 49 m Highest 49 m Lowest 28 m
Straight line distance between start & finish 0.3 m Drop 0 m km Separation 0.01 "
Type of surface: paved 100 % dirt - % gravel - % grass - % track - %
Effective date of certification: Apr 25, 2017 Certification code: MA17013JK

Notice to Race Director: Use this Certification Code
in *all* public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2027

AS NATIONALLY CERTIFIED BY:

Date: May 5, 2017

Justin Kuo • USATF/RRTC Course Certifier • 39 Oakland Road, Brookline, MA 02445-6700
Phone: 617-731-9889 • Fax: 617-939-0992 • Email: jkuo@usatfinc.org

USTAF MAP AND CERTIFICATION:

