

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

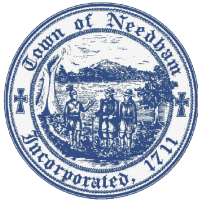
1.	Topher Cox	Needham Council on Arts and Culture Term Exp: 6/30/2025
2.	Kavita Deodhar	Needham Council on Arts and Culture Term Exp: 6/30/2025
3.	Stephen Dornbusch	Needham Council on Arts and Culture Term Exp: 6/30/2024
4.	Heidi Frail	Council of Economic Advisors Term Exp: 6/30/2025
5.	Polina Safran	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

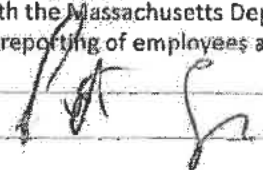
I, Patrick Carney, Jr. the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

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

09/28/2022

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:

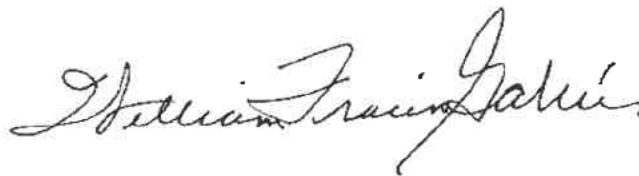
SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of August, 2017,
ELIAS PATOUCHEAS

(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:

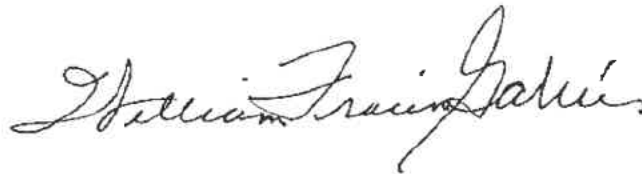
**SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of October, 2022,
PATRICK CARNEY, JR. , Signature of Authorized Signatory.**

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 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



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

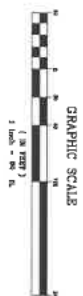
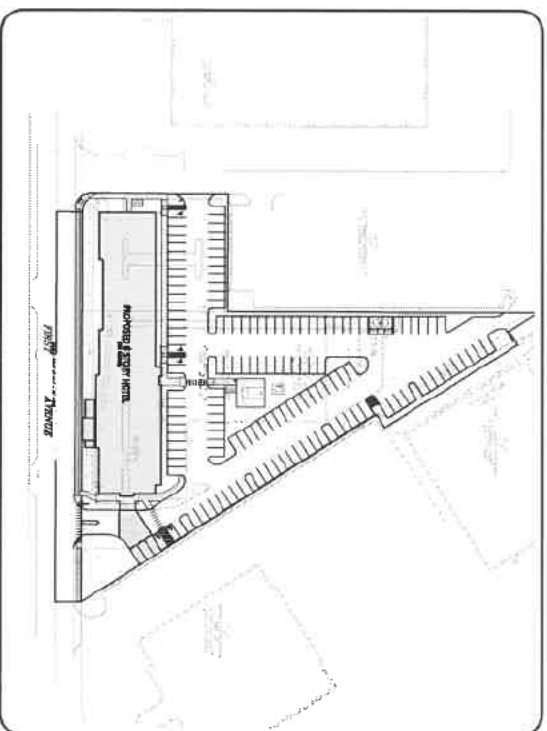
**DESIGN/BUILD FIRM / ARCHITECT /
AUTHORIZED AGENT**
OPECHEE CONSTRUCTION CORPORATION
11 CORPORATE DRIVE
BELMONT, NH 03220
(603)-527-9090

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.allenmajor.com
LANDSCAPE ARCHITECT
EXHIBITION 000000

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

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.
MADE 9, 2016

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



ROOM MATRIX

Room Number	Room Name	Area (sq ft)	Count	Notes
101	Office	100	1	
102	Office	100	1	
103	Office	100	1	
104	Office	100	1	
105	Office	100	1	
106	Office	100	1	
107	Office	100	1	
108	Office	100	1	
109	Office	100	1	
110	Office	100	1	
111	Office	100	1	
112	Office	100	1	
113	Office	100	1	
114	Office	100	1	
115	Office	100	1	
116	Office	100	1	
117	Office	100	1	
118	Office	100	1	
119	Office	100	1	
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192	Office	100	1	
193	Office	100	1	
194	Office	100	1	
195	Office	100	1	
196	Office	100	1	
197	Office	100	1	
198	Office	100	1	
199	Office	100	1	
200	Office	100	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

REVISION:

PROJECT ARCHITECT: KAC

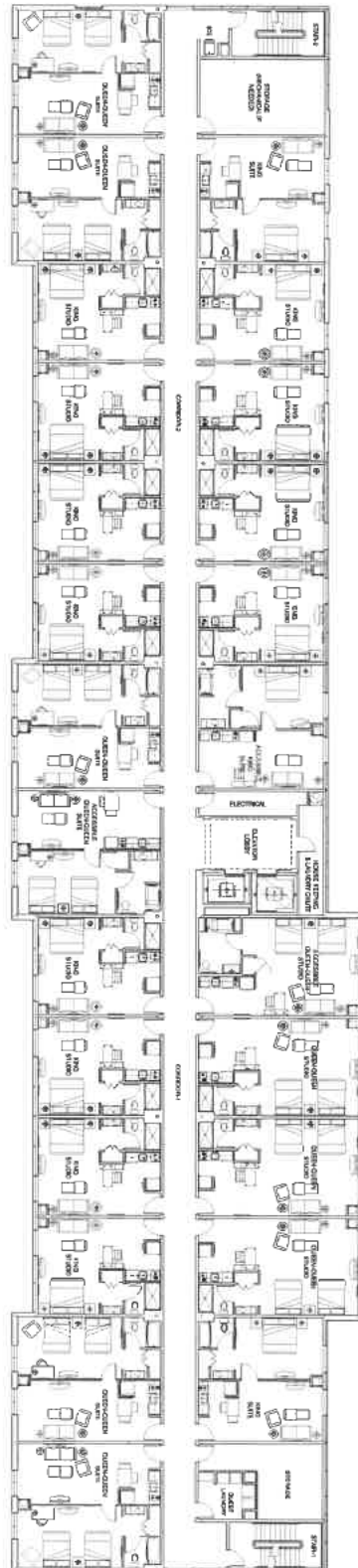
DATE: 5/12/15

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



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

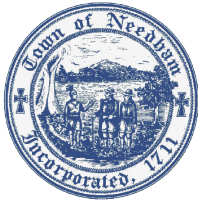
2x3 Town of Needham - Alteration of Premises 11-24-22

(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.

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 #: 8735389c-1cb7-45e7-b304-5e18c345fef6

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00033-PK-0770	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 10/17/2022 12:36:38 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
00033-PK-0770

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Benjamin

Last Name:
Levin

Address:
875 Southern Artery

City:
Quincy

State:
MA

Zip Code:
02169

Email Address:
b.levin@levinandlevin.com



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**

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN **STATE** **ZIP CODE**

For the following transactions (Check all that apply):

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

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



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

mass.gov/dor

Letter ID: L1466461120
Notice Date: September 14, 2022
Case ID: 0-001-690-988



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LIANOS LIQUORS INC
57 LAURICELLA LN
WALTHAM MA 02452-0302

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

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



403251457

Rosalin Acosta
SECRETARY
Connie C. Carter
DIRECTOR

LIANOS LIQUORS INC
1013 GREAT PLAIN AVENUE
NEEDHAM, MA 02492

EAN: 21989992
September 14, 2022

Certificate Id:62653

The Department of Unemployment Assistance certifies that as of 9/14/2022 ,LIANOS LIQUORS INC 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, Director

Department of Unemployment Assistance



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality **NEEDHAM**

1. TRANSACTION INFORMATION

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

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

PURCHASE AND SALE OF THE ASSETS OF THE EXISTING BUSINESS.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	\$15 Package Store	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number	00033-PK-0770	FEIN	92-0253860
Entity Name	SHIVMEGH LLC		
DBA	NEEDHAM CENTER FINE WINES	Manager of Record	VIRALKUMAR S. PATEL
Street Address	1013 GREAT PLAIN AVE., NEEDHAM, MA 02492		
Phone		Email	
Add'l Phone		Website	

4. DESCRIPTION OF PREMISES

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

RETAIL STORE - 1 Floor and 1 Room. Approximately 1920 sq. ft. of street level retail space plus storage in the basement of approximately the same size. The Floor Plan is attached.

Total Sq. Footage	1920	Seating Capacity	N/A	Occupancy Number	N/A
Number of Entrances	1	Number of Exits	1	Number of Floors	1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Title/Position	Percentage of Ownership
CHRISTOPHER LIANOS	PRESIDENT	100%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
VIRALKUMAR S. PATEL	REDACTED	REDACTED	REDACTED
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
MEMBER/MANAGER	100%	☒ Yes ☐ No	☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No

APPLICATION FOR A TRANSFER OF LICENSE

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

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

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

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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
VIRALKUMAR S. PATEL	OFF PREMISES	SHIVVANS LLC	BOSTON
VIRAL S. PATEL	OFF PREMISES	PN LIQUORS	BOSTON
SEE ATTACHED			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

Sep 12, 2022

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

781-225-7150

Landlord Email

Landlord Address

Lease Beginning Date

02/1/2023

Rent per Month

7,200.00

Lease Ending Date

01/31/2033

Rent per Year

86,400.00

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

☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

BENJAMIN E. LEVIN

Phone:

Title:

ATTORNEY

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	1,450,000.00
C. Other* (Please specify)	200,000.00
D. Total Cost	1,650,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
ROCKLAND TRUST	1,300,000.00
CHRISTOPHER LIANOS	150,000.00
DEPOSIT WITH PURCHASE AND SALE AGREEMENT	145,000.00
VIRALKUMAR S. PATEL	55,000.00
Total	1,650,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
ROCKLAND TRUST	1,300,000.00	SBA TERM LOAN	☐ Yes ☒ No
CHRISTOPHER LIANOS	145,000.00	PROMISSORY NOTE	☐ Yes ☒ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

ROCKLAND TRUST IS FINANCING \$1,300,000.00
CHRISTOPHER LIANOS PROMISSORY NOTE FOR INVENTORY \$145,000.00
DEPOSIT WITH PURCHASE AND SALE AGREEMENT IS \$150,000.00
VIRALKUMAR S. ATEL PERSONALLY \$55,000.00 TOTAL:\$ 1,650,000.00

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made? ROCKLAND TRUST

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2010	CURRENT	MANAGER	ASP CONVENIENCE INC.	

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

13. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

☐ Yes ☐ No

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

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

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

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

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE CONTINUED:

NAME	LICENSE TYPE	LICENSE NAME	MUNICIPALITY
VIRALKUMAR S. PATEL	WINE & MALT	VSP CONVENIENCE INC.	QUINCY
VIRALKUMAR S. PATEL	WINE & MALT	ASP CONVENIENCE INC.	HOLBROOK
VIRALKUMAR S. PATEL	PACKAGE STORE	VANSHA LLC	MILFORD
VIRALKUMAR S. PATEL	PACKAGE STORE	RUDRAXI INC.	NEW BEDFORD

APPLICANT'S STATEMENT

I, VIRALKUMAR S. PATEL the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of SHIVMEGH 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:

10/17/20

Title:

MANAGER

CORPORATE VOTE

The Board of Directors or LLC Managers of

SHIVMEGH 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

10/13/2022

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

VIRALKUMAR S. PATEL

Name of Person

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

"VOTED: To appoint

VIRALKUMAR S. PATEL

Name of Liquor License Manager

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

A true copy attest,

Corporate Officer / LLC Manager Signature

Viral Kumar Patel

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001605969

1. The exact name of the limited liability company is: SHIVMEGH LLC

2a. Location of its principal office:

No. and Street:

City or Town:

State: MA

Zip: 02090

Country: USA

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

No. and Street:

City or Town:

State: MA

Zip: 02090

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:

TO OPERATE A RETAIL LIQUOR STORE. TO SELL AND DISTRIBUTE AT WHOLESALE OR RETAIL ANY AND ALL TYPES OF BEVERAGES, INCLUDING BUT NOT LIMITED TO BEERS, WINES, LIQUORS, AND OTHER SPIRITS, AND ANY AND ALL OTHER RETAIL MERCHANDISE INCIDENTAL TO A LIQUOR STORE. TO APPLY, HOLD, RENEW, AND OTHERWISE TRANSACT LICENSURE IN ACCORDANCE WITH STATE AND LOCAL LAWS, RULES AND REGULATIONS. IN TRANSACTION OF ITS BUSINESS, OR ANY PORTION THEREOF, SAID CORPORATION MAY ACQUIRE, HOLD, USE, MORTGAGE, PLEDGE, SELL, DISPOSE OF, AND OTHERWISE DEAL IN ALL KINDS OF PROPERTY, BOTH REAL AND PERSONAL, INCLUDING LETTERS, PATENTS, LABELS, TRADEMARKS, COPYRIGHTS, AND ALL RIGHTS OR LICENSES THEREUNDER, AND BONDS, EVIDENCES OF INDEBTEDNESS, SHARES OF STOCK AND OTHER SECURITIES IN OTHER CORPORATIONS, ASSOCIATIONS, OR PARTNERSHIPS, AND TO DO ANY AND ALL THINGS INCIDENTAL TO THE PURPOSES STATED HEREIN, NOT INCONSISTENT WITH THE LAWS IF THE COMMONWEALTH OF MASSACHUSETTS NOW OR HEREAFTER GOVERNING CORPORATIONS OF THIS NATURE. TO PURCHASE, LEASE, OR OTHERWISE ACQUIRE ANY OTHER PROPERTY, CONCERN, OR BUSINESS, OR ALL OR ANY PART OF THE COPYRIGHTS, LICENSES, FRANCHISES, RIGHTS, PROPERTY, ASSETS, BUSINESS, OR GOODWILL, EITHER ORIGINALLY OR OF ANY PERSON, FIRM, ASSOCIATION OR TRUST, TO CARRY ON SAID BUSINESS, EITHER UNDER ITS EXISTING NAME OR UNDER THE NAME OF THIS CORPORATION. TO LEASE, PURCHASE, OR OTHERWISE ACQUIRE AND TO OWN, HOLD, DEVELOP, SELL, LEASE, PLEDGE, MORTGAGE OR OTHERWISE DISPOSE OF SUCH REAL OR PERSONAL PROPERTY AS MAY BE INCIDENTAL IN ANY WAY WITH THESE PURPOSES, AND TO HAVE ANY AND ALL POWERS PROPERLY VESTED BY LAW IN BUSINESS CORPORATIONS, INCLUDING THE RIGHT TO APPLY FOR, ACQUIRE, HOLD AND DISPOSE OF, BY LICENSES, PERMITS OR OTHER RIGHTS NECESSARY OR INCIDENTAL TO SUCH BUSINESSES. TO CARRY ON ANY LAWFUL BUSINESS AUTHORIZED BY CHAPTER 156B OF THE GENERAL LAWS AND ALL ACTS AND AMENDMENTS THEREOF AND IN ADDITION THERETO. TO APPLY FOR LICENSE OR LICENSES OR MAKE APPLICATION FOR ANY OTHER RIGHT OR PRIVILEGE IN THE CONDUCT OF THE AFORESAID BUSINESS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: VIRALKUMAR S. PATEL

No. and Street: [REDACTED]

City or Town: WESTFOOT State: MA Zip: 02090 Country: USA

I, VIRALKUMAR S. PATEL 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	VIRALKUMAR S. PATEL	[REDACTED]

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
SOC SIGNATORY	VIRALKUMAR S. PATEL	[REDACTED]

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	VIRALKUMAR S. PATEL	[REDACTED]

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of September, 2022,
VIRALKUMAR S. PATEL, MANAGER

(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:

September 12, 2022 02:28 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSE)	00033PK0710	LICENSEE NAME:	SHIVMEGH LLC	CITY/TOWN:	NEEDHAM
---------------------------------------	-------------	----------------	--------------	------------	---------

APPLICANT INFORMATION

LAST NAME:	PATEL	FIRST NAME:	VIRALKUMAR	MIDDLE NAME:	S			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	INDIA					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	PATEL	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	7	WEIGHT:	190	EYE COLOR:	BLACK
CURRENT ADDRESS:								
CITY/TOWN:	WESTWOOD	STATE:	MA	ZIP:	02090			
FORMER ADDRESS:								
CITY/TOWN:	QUINCY	STATE:	MA	ZIP:	02169			

PRINT AND SIGN

PRINTED NAME:	VIRALKUMAR PATEL	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	------------------	-------------------------------	--

NOTARY INFORMATION

On this 17th day of October, 2022 before me, the undersigned notary public, personally appeared VIRALKUMAR PATEL (name of document signer), proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

BENJAMIN E. LEVIN
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCII Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.



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

Town Manager
Human Resources Department

TEL: (781) 455-7500
FAX: (781) 455-0165
TDD: (781) 455-7558

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM**

The Town of Needham is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to the Town of Needham to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing the Town of Needham with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY: The Town of Needham may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that the Town of Needham must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on the reverse side of this Acknowledgement Form is true and accurate.



SIGNATURE

10/27/22

DATE

SUBJECT INFORMATION:

Patel Viralkumar S
Last Name First Name Middle Name Suffix

Maiden Name (or other name(s) by which you have been know)

India
Date of Birth Place of Birth

Last Six Digits of Your Social Security Number

Sex: M Height: 5 ft. 7 ins. Eye Color: Black Race: Indian

Driver's License or ID Number: MA State of Issue:

Patel Sureshbhai B. Patel
Mother's Full Maiden Name Father's Full Name

Current and Former Addresses:

Westwood	MA	02090
City/Town	State	Zip
Quincy	MA	02169
Street Number & Name	City/Town	State Zip

The above information was verified by reviewing the following form(s) of government issued identification:

Driver's License
2017/1/10/10

VERIFIED BY:

Kristin A. Scoble

Name of Verifying Employee (Please Print)

Signature of Verifying Employee

MASSACHUSETTS

DRIVER'S
LICENSE



VP80

10/17/2022

09/27/2027

CLASS 12 REST

NONE

NONE

PATEL

2 VIRALKUMAR SURESHBHAI

10 EYES BLK

15 SEX M 16 HGT 5'-07"



8 DD 10/18/2022 Rev 02/22/2016

09/27/80

LEVIN AND LEVIN, LLP
ATTORNEYS AT LAW
875 SOUTHERN ARTERY
QUINCY, MASSACHUSETTS 02169
TEL. (617) 471-5700
FAX. (617) 770-9031
MARSHFIELD OFFICE
(781) 834-8340

B. ROBERT LEVIN
(1933 - 1973)
HENRY S. LEVIN
(1960 - 2021)

RICHARD E. LEVIN
DAVID C. LEVIN
LAWRENCE S. LEVIN
ALLAN E. LEVIN
BENJAMIN E. LEVIN

BOSTON OFFICE
10 DERNE STREET

BOSTON, MA 02114

BENJAMIN E. LEVIN
B.LEVIN@LEVINANDLEVIN.COM
(617) 471-5701

October 27, 2022

VIA E-Mail
Kristin Scoble
Administrative Specialist
Office of the Town Manager
Town of Needham
Town Hall
1471 Highland Avenue
Needham, MA 02492

Re: Transfer Application - License No. 00033-PK-0770
Lease Agreement

Dear Sir or Madam:

This letter shall serve to confirm that the enclosed draft Lease Agreement has not yet been executed as it will only be executed and effective upon the successful completion and approval of the above mention license.

In the event you require additional information feel free to contact me.

Thank you.

Very truly yours,


Benjamin E. Levin

ASSET PURCHASE AGREEMENT

AGREEMENT made this 14th day of September, 2022 by and between Lianos Liquors, Inc., a Massachusetts corporation doing business as "Needham Center Wine & Spirits" and located at 1013 Great Plain Ave., Needham, MA 02492 (hereinafter referred to as "Seller"), and Shivmegh LLC, a Massachusetts limited liability company with an address of 49 Fox Hill Street, Westwood, Massachusetts, or nominee, (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, the Seller owns and operates and is the owner of certain equipment, machinery, assets, furnishings, fixtures, stock in trade, and good will in and of the liquor store known as Needham Center Wine & Spirits, a business located at 1013 Great Plain Ave., Needham, MA 02492 (hereinafter referred to as the "Business");

WHEREAS, the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller the aforementioned Business together with related tangible and intangible property upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, and for other good and valuable consideration, the receipt thereof which is hereby acknowledged, the parties hereto agree as follows:

1. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following:
 - (a) Personal Property. All personal property now owned by the Seller and used or usable in connection with the Business, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto as Exhibit "A" and made a part hereof (hereinafter referred to as the "Personal Property")
 - (b) Inventory. The inventory of the Business as hereinafter described.
 - (c) Business and Good Will. The Buyer shall be given all rights of the Seller to the Business and good will of the Seller and all of the Seller's right to use the names "Needham Center Wine & Spirits" and "Needham Center Fine Wines" and the current telephone numbers, website, online social media accounts, and other online accounts of the Business.
 - (d) Transfer of Licenses. To the extent that they are transferable, the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business.

The Personal Property and inventory shall be transferred by a general Bill of Sale of the Seller conveying, free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof.

2. EXCLUSIONS. The following items of personal property are excluded from this sale:

- (a) Money, either in the bank in the name of the Seller or on the premises at the time of closing.
- (b) Accounts receivable.
- (c) Corporate records, Minute Books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals and other similar books and accounts, for any period or periods prior to the closing date.

3. PURCHASE PRICE.

- (a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00), as follows:
 - (i) Ten Thousand Dollars (\$10,000.00) deposit has already been paid with the Offer to Purchase;
 - (ii) One Hundred Thirty-Five Thousand Dollars (\$135,000.00) deposit has been paid upon the execution hereof, the receipt of which is acknowledged by the Seller;
 - (iii) One Million Three Hundred Five Thousand Dollars (\$1,305,000.00) shall be paid by certified bank check or wire transfer on the date and time of the transfer of ownership of the assets;
- (b) Addition to Purchase Price. In addition to the purchase price set forth in Paragraph (a) above, the Buyer shall pay to the Seller an amount representing the Seller's cost for the Seller's inventory for sale in the regular course of business. Prior to the closing, the parties agree to hire a mutually agreed-to inventory company to provide the inventory of the Business before the closing, and the parties will pay equally for this service. The price to be paid for the inventory at the closing shall be Twenty-Five (25%) Percent of Seller's cost of said inventory. The remaining Seventy-Five (75%) Percent of Seller's cost of said inventory shall be paid by Buyer to Seller in Twenty-Four (24) equal monthly installments beginning one month after the closing. The provisions of this paragraph shall survive the closing.
- (c) Other Adjustments. Adjustments shall be made at the time of the closing for the following, as applicable: the fee for the liquor license, if transferable, rent, security deposit, personal property taxes, real estate taxes, for all pre-paid contracts and all other matters customarily adjusted at a closing for the sale of a liquor store business. The Seller shall be responsible for paying off and closing all of the Business' utility accounts except for the telephone, website and online social media accounts, which bills shall be paid up to the date of closing and

which number and accounts shall be transferred to the Buyer. The Buyer shall be responsible for taking over or opening its own accounts for the Business.

4. REPRESENTATIONS AND COVENANTS OF SELLER. As of the Closing Date, the Seller warrants, represents and covenants as follows:
 - (a) The selling corporation is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;
 - (b) The Seller is the owner and has good and marketable title to all assets being sold, free from all encumbrances, except as stated herein;
 - (c) The Seller, to its knowledge, has complied with all laws, rules and regulations of the town, state and federal governments;
 - (d) The Seller has not entered into any contract, except this Agreement, to sell or mortgage the Business or any portion thereof;
 - (e) As of the date of closing, there will be no litigation or other proceedings pending, known or threatened against the Seller;
 - (f) The Bill of Sale and instruments of assignment to be delivered at the Closing will transfer to the Buyer all of the personal property listed in Exhibit "A" and used by the Seller in the conduct of the Business;
 - (g) The Bill of Sale will state that this conveyance and transfer is free and clear from all encumbrances and will contain the usual warranties of title which will survive the closing;
 - (h) The Business will be conducted up to the date of closing in accordance with all laws, rules and regulations of the town, state and federal governments;
 - (i) No judgments or liens will be outstanding at the time of Closing against the Seller or against the Business;
 - (j) The assets of the Business shall at the time of closing be in the same condition as they now are, reasonable use and wear thereof excepted;
 - (k) The Seller has paid or will pay prior to closing all social security, withholding and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date;
 - (l) The Seller has filed or will file, prior to the closing or within ninety (90) days thereafter, all tax returns required by law to be filed for all periods prior to the closing and has paid or will pay all taxes due and payable by Seller to the federal, state, county or town governments for all periods prior to the closing.
5. NO ASSUMPTIONS OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the Business.
6. CLOSING. The closing shall take place at the office of the attorney for the Buyer or lender on or before January 26, 2023 provided that all licenses and permits necessary to operate the Business have been transferred to, or issued to, the Buyer, and the Buyer has secured a new lease, unless some other time and place shall have been mutually agreed upon.

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

- (a) A Bill of Sale conveying good title to the Personal Property and Business with the usual warranties of title in accordance with this Agreement, free from all encumbrances;
- (b) A Certificate of Good Standing of the corporation issued by the Massachusetts Secretary of State's Office;
- (c) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer;
- (d) A Certificate of Good Standing or Corporate Tax Lien Waiver from the Massachusetts Department of Revenue. If this is not obtained by the Seller by the date of closing, this may be obtained post-closing so long as the Seller provides to the Buyer at closing a letter from Seller's accountant stating that all tax returns due have been filed or are properly on extension and that all of Seller's taxes that are currently due have been paid in full;
- (e) A Certificate of Good Standing from the Massachusetts Department of Unemployment
- (f) Any other documents reasonably required by the Buyer's counsel in order to effectuate the transfer contemplated herein.

7. FIRE. The Seller assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing. If the destruction, loss or damage is such that the Business is substantially interrupted or curtailed, or if the amount of the damage is reasonably estimated to exceed the sum of \$100,000.00, then the Buyer shall have the option to terminate this Agreement, and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. If the destruction, loss or damage is such that the Business is neither interrupted nor curtailed, the purchase price may be adjusted by mutual agreement of the Buyer and Seller at the closing to reflect such destruction, loss or damage.

8. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

9. INDEMNIFICATION. The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable.

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

10. BUYER'S DEFAULT. In the event of default of the Buyer hereunder, any deposits paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the sole remedy at law or in equity for the Seller.
11. DEPOSITS. The deposits shall be a credit towards the purchase price at the closing. All deposits made hereunder shall be held in escrow by the Seller's agent, Squizzero, Carp & Associates (the "Escrow Agent") and duly accounted for at the time of performance of this Agreement. In the event of any disagreement between the parties, the Escrow Agent shall retain all deposits made under this Agreement pending instructions mutually given in writing by the Seller and the Buyer.
12. BROKER. It is agreed by and between the parties that the only broker or agent who brought about the sale of the Business is Squizzero, Carp & Associates, whose commission in the amount of Six Percent (6%) of the purchase price shall be paid by the Seller and an adjustment for this will be reflected in the settlement statement at the closing. If it should be determined that any other broker or agent is due a commission, the party engaging the services of such other broker or agent shall be fully and solely obligated to pay such commission.
13. CONDITIONS OF SALE. This Agreement is subject to the following:
 - (a) The transfer from Seller or the direct procurement by Buyer from appropriate authorities, of all necessary licenses, permits and approvals for the operation of the Business as it is currently being operated. Seller shall cooperate with and assist Buyer with the procurement of all licenses and permits as needed;
 - (b) The procurement of a new lease between the owner of the premises at which the Business is located, as landlord, and the Buyer, as tenant, in a form mutually acceptable to the landlord and Buyer.

If any of these conditions is not satisfied, then at the option of either party to this Agreement, all deposits paid hereunder shall be returned to the Buyer and this Agreement shall be deemed null and void and of no further force and effect.
14. FINANCING CONTINGENCY. Intentionally deleted.
15. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to pay off suppliers and otherwise clear title within a reasonable time thereafter.
16. BUYER'S ACKNOWLEDGMENTS. Buyer acknowledges that Buyer, or Buyer's representatives, has had the opportunity to examine the books and records of the Seller and to observe the Business and its sales, and acknowledges that the Seller has not made, nor does it make any representations, warranties or statements as to the volume of the Business, sales and expenses or any other matter or thing relating to and affecting the Business, except as specifically set forth herein, and Buyer expressly acknowledges that

Buyer does not rely on any such representations, warranties or statements in entering into this transaction.

17. BUYER'S INSPECTION AND REPRESENTATION. The Buyer will have the right to inspect all equipment of the Business for the purpose of determining whether it is in good working order to the reasonable satisfaction of the Buyer up to and including the closing date. The Buyer acknowledges that it shall take the Business and equipment in "as is" condition. Acceptance of the Bill of Sale from the Seller by the Buyer shall be deemed satisfaction of this clause.
18. NOTICES. Unless otherwise provided for herein, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given if hand delivered or if mailed via certified mail, return receipt requested, postage prepaid, or if sent by verified fax or email transmission, as follows:
 - (a) If to the Buyer, addressed to:
Benjamin E. Levin, Esquire
Levin and Levin, LLP
875 Southern Artery
Quincy, MA 02169
Fax: (617) 770-9031
Email: b.levin@levinandlevin.com
 - (b) If to the Seller, addressed to:
Emmanuel V. Meimaris
Attorney at Law
355 Providence Hwy.
Westwood, MA 02090
Fax: (781) 636-3637
Email: emmanuel@meimarislaw.com
19. BUYER'S NOMINEE. It is understood that Buyer reserves the right to take title to the aforesaid assets in Buyer's own name or in the name of a nominee. Whenever the word Buyer is referred to herein, it shall include the nominee of the Buyer, if the Buyer elects to take title in the name of a nominee.
20. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.
21. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this Agreement shall be construed as if such provision had never been made a part hereof.

22. ENTIRE AGREEMENT, MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.
23. WAIVER OR BREACH. The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the breaching party.
24. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument.
25. TIME OF THE ESSENCE. Seller and Buyer understand and agree that time is a material factor and of the essence in the performance of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
26. The documents previously executed by the parties hereto, entitled "Offer to Purchase", "Amendment to the Offer to Purchase", "Second Amendment to the Offer to Purchase" and "Third Amendment to the Offer to Purchase" are hereby superseded and shall have no further force and effect.
27. Accelerations and extensions for the time of performance of the provisions of this Agreement may be executed on behalf of the parties by counsel therefor.

Signed as a sealed instrument this 14th day of September, 2022.

Buyer:

DocuSigned by:

748E8880FF9C48F...
Shivmegh LLC
By: Viralkumar S. Patel
Its: Manager

Seller:

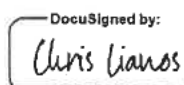
DocuSigned by:

208BETCC0DAB488...
Lianos Liquors, Inc.
By: Chris Lianos
Its: President and Treasurer

Exhibit A

Lianos Liquors, Inc., d/b/a Needham Center Wine & Spirits – Personal Property

1 Front Counter (10' x 4' x 4')
2 Computer Registers
2 Pin PAX Pads for registers
2 Register Scanners
1 Camera System with Monitor
16 Cameras
1 Burglar Alarm
1 Computer Server with Monitor
1 Desktop Computer
1 Office Wood Desk
1 Office Chair
1 HP all in One Printer
2 Calculators
1 3- Drawer File Cabinet
1 2-Drawer File Cabinet
4 Telephones
12 Metal Storage Shelving 4 Tier Rack 6' x 7' x 4'
1 Refrigerator in White
4 Door Cabinet Wall
1 Kitchen Countertop with 5 Drawers
1 Sink
1 Folding Table 6 x 2
1 Folding Chair
1 Tasting Counter Granite top 8 x 5 x 4
1 Kitchen Countertop with 2 Cabinets
1 Sink
3 Wood Shelving above Sink
1 Hobart Dishwasher
1 Computer with a screen
1 Wall Wooden Cabinet 6 tier 3' x 8' x 2' next to beer cooler
1 Door Euro-Cave 7 feet tall
1 Door Mahogany Cigar Case 6 feet tall
1 4-Door Continental wine cooler
3 2-Sided Wooden Wine Racks 6' x 6' x 4'
2 2-Sided Wooden Shelving 4 tier 6' x 6' x 4'
10 Wooden End Cap Fixtures 4' x 6' x 2'
2 Wooden Shelving Store Front Window 6' x 6' x 2'
30 Wooden Display Wine Crates
1 2-Door True Cooler 5 feet tall
1 Federal Open Cheese Case
1 2-Sided Wooden Shelving with Display Top 4' x 4' x 4'

- 1 6 door Walk in Cooler with 1 entrance door
- 1 Wooden Shelves 6 tier 8' x 10' x 2' on Bricks
- 6 Wood Wine Crates
- 2 Wooden Cabinet Shelving 4' x 5' x 2' by Registers
- 1 Wooden Cabinet Shelving 4' x 10' x 2' next to cheese cooler
- 4 Wall Wooden Wine Rack 4' x 10' x 2'
- 3 Wall Wooden Shelving 4' x 10' x 2'
- 1 Wall Champagne Wire Rack 3' x 10' x 1'
- 1 Eagle Rare Floor Display
- 1 Kendall Jackson Floor Display
- 1 Wire Rack Floor Display 2' x 5' x 2'
- 5 Neons
- 1 Hytrol Conveyor Belt
- 1 Scotchman Ice Machine
- 1 Freezer 6' x 2' Outdoor
- 1 Sonos Radio System
- 2 Two Wheelers
- 2 Mop Bucket
- 1 6' x 12' x 2' 6 shelves back counter
- 1 Wood Cigarette Cabinet attached
- 2 Step Stools
- 6 Shopping Baskets
- 2 Metal Shopping Carriages

Leased Equipment

- 1 Polar Corp Single Door Cooler 5 feet tall
- 1 Polar Corp Single Door Cooler 7 feet tall

*Of the United States,
we intend to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common Defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do hereby ratify and establish this
Constitution for the United States of America.*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Trip Type / Period Code / Call / Country Passport No. / Issued / Validity Date

B USA [REDACTED]

Surname / Name :

PATEL

Given Name / Prenom / Nombres

VIRALKUMAR SURESHBHAI
Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento
[REDACTED]

Place of birth / Lieu de naissance / Lugar de nacimiento

INDIA
Date of issue / Date de delivrance / Fecha de expedición

30 Mar 2021
Date of expiration / Date d'expiration / Fecha de caducidad

29 Mar 2031
Experiments / Molecular Spectroscopy / Atomic Physics

SEE PAGE 51

548 / Name / Gender

1

Author(s) / Author(s) / Author(s)

United States
Department of State

USA

P<USAPATEL<<VIRALKUMAR<SURESHBHAI<<<<<<<<<<
6428017057USA8009272M3103290686313268<720608



The Company You Keep®

017110046
NEW YORK LIFE
PO Box 6916
Cleveland, OH 44101-1916
www.newyorklife.com

New York Life Insurance Company Annual Policy Summary

Page 1 of 3

Policyowner

Agent/Representative

THIS IS NOT A BILL



000001 24106136 000 01 001

MR VIRALKUMAR S PATEL

DIVYESH N PATEL MS
(908) 329-0969

DATE PREPARED: JUN 16, 2022

This annual summary highlights the financial activity for your policy during the period from Jun 17, 2021 to Jun 16, 2022. All values quoted in this statement are applicable on the date the statement was prepared. Your future values may be higher or lower based on a number of factors including premium payments. If you have any questions, please contact your New York Life agent listed above or one of our Customer Service Representatives at 1-800-695-9873.

Coverage	Insured:	VIRALKUMAR S PATEL
	Policy Number:	47 836 261
	Policy Plan:	Whole Life Insurance
	Base Plan Death Benefit:	\$102,000
	Policy Date:	Jun 16, 2004
	Premiums are Paid To:	Jun 16, 2022
	Annual Premium:	\$1,000.00
Life Insurance	Total Death Benefit on Jun 16, 2022:	\$102,000
Death Benefit	(See Page 3 for details.)	
Policy	Net Cash Value on Jun 16, 2022:	\$69,762.00
Cash Value *	(See Page 3 for details.)	
Loan	Outstanding Policy Loan Balance	\$0.00
Summary **	on Jun 16, 2022: (See Page 3 for details.)	
Dividend	2022 DIVIDEND on Jun 16, 2022:	\$204.71
Summary ***	(See Page 3 for details.)	
Additional	Accidental Death Benefit Rider	\$102,000
Benefits	Disability Waiver of Premium Rider	

During the past year, your Base Plan Guaranteed Cash Value increased \$5,082.00 from \$64,680.00 to \$69,762.00. In addition to this increase, your annual dividend was \$204.71.

For policy information and online service, please visit us at —> www.newyorklife.com/vso

Please refer to the Definition of Terms and other information on the reverse side of page 3.

* Any gain in the policy may be subject to taxation if it lapses or is surrendered.

** Repayment of the loan will increase the policy's death benefit and cash value because outstanding loans are deducted from, (i) the death benefit if a death claim is payable, or (ii) the cash surrender value if the policy is surrendered.

*** Dividends are not guaranteed and are subject to change by the insurer. Therefore, the dividend credited to your policy may be different than the dividends originally illustrated.

October 12, 2022

Shivmogh LLC
Viralkumar Patel

[REDACTED] 0

RE: Business known as Needham Center Wine & Spirits located at 1013 Great Plain Ave, Needham, MA

Dear Viral

We are pleased to inform you that **Rockland Trust Company** (the "Bank") has pre-qualified your application for a secured SBA term loan in the amount of \$1,300,000.00. The loan will be subject to the following terms and conditions:

BORROWER: Shivmogh LLC

LOAN PURPOSE: To assist in the purchase of the subject business.

ORIGINAL LOAN AMOUNT: \$1,300,000.00. Final loan amount is subject to receipt of a business valuation evidencing a minimum value of \$1,300,000.00

MATURITY: Seven or ten years from the date of the closing.

INTEREST RATE: Final interest rate to be set 10 days prior to closing.

MONTHLY PAYMENT: Monthly principal and interest only payments to sufficiently repay the loan over a seven or ten-year amortization schedule.

COLLATERAL: A first security interest in all business assets, along with a pledge of liquor license.

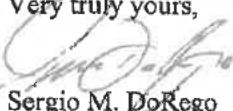
GUARANTEE: Viral Patel

COSTS: The Borrower will pay all related closing costs associated with this closing.

ADDITIONAL REQUIREMENTS:

- Internal Credit & SBA Approval
- Landlord Waiver
- License transfer/pledge

Very truly yours,



Sergio M. DoRego
Senior Vice President

LEVIN AND LEVIN, LLP
ATTORNEYS AT LAW
875 SOUTHERN ARTERY
QUINCY, MASSACHUSETTS 02169
TEL. (617) 471-5700
FAX. (617) 770-9031
MARSHFIELD OFFICE
(781) 834-8340

B. ROBERT LEVIN
(1933 - 1973)
HENRY S. LEVIN
(1960 - 2021)

RICHARD E. LEVIN
DAVID C. LEVIN
LAWRENCE S. LEVIN
ALLAN E. LEVIN
BENJAMIN E. LEVIN

BOSTON OFFICE
10 DERNÉ STREET

BOSTON, MA 02114

BENJAMIN E. LEVIN
B.LEVIN@LEVINANDLEVIN.COM
(617) 471-5701

October 27, 2022

VIA E-Mail
Kristin Scoble
Administrative Specialist
Office of the Town Manager
Town of Needham
Town Hall
1471 Highland Avenue
Needham, MA 02492

Re: Transfer Application – License No. 00033-PK-0770
Pledge to Rockland Trust

Dear Sir or Madam:

This letter shall serve to confirm that the enclosed draft Pledge Agreement to Rockland Trust has not yet been executed as it will only be executed and effective upon the successful completion and approval of the above mention license.

In the event you require additional information feel free to contact me.

Thank you.

Very truly yours,



Benjamin E. Levin

ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the ____ day of October, 2022, by Shivmegh LLC, a Massachusetts limited liability Company organized under the laws of Commonwealth of Massachusetts and having its principal office at 49 Fox Hill Street, Westwood, MA 02090 (hereinafter called "Pledgor") in favor of Rockland Trust Company, a Massachusetts banking institution with a principal place at business at 288 Union Street, Rockland, Massachusetts 02370 (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's: Off Premises Package Store all alcoholic beverages liquor license (the "License") and all alcohol, liquor, and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of the: package store business known as : Needham Center Fine Wines located in Needham, Massachusetts. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by : The Needham Select Board, the local licensing authority, and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

- a. the payment of \$1,300,000.00 with interest thereon, as provided in a promissory note dated [of even date herewith] October____, 2022, issued by the Pledgor to the order of the Bank, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");
- b. all other obligations, indebtedness and liabilities of the Pledgor to the Bank owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Pledgor and the Bank, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or due from Pledgor to the Bank from time to time and all costs and expenses owing to the Bank;
- c. the performance and observance by Pledgor of each and every covenant, condition and obligation contained in the Note and any other document executed by the Pledgor in connection with any of the Obligations;

all liabilities of Pledgor to the Bank, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Pledgor to the Bank under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Pledgor under any such agreements and all liabilities of Pledgor to the Bank to repay overdrafts and other amounts due to the Bank under any existing or future agreements relating to cash management services;

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.
2. Neither the License nor the Inventory is subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Assignment.
3. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, the Inventory or both, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
4. The Pledgor shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies, including without limitation the Authorities, which in any manner restricts the use of the License.
5. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use, or with respect to the Inventory.
6. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Assignment by the Authorities.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender hereunder or under any of the Obligations, and the giving of any required notice and the expiration of any grace or cure period (an "Event of Default"), the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents and to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt transfer of the License and disposal of the Inventory, or both, following the occurrence of an Event of Default; such documents and actions may include but shall not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License

or disposition of the Inventory, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License, the Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.

All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

WITNESS the execution hereof under seal as of this ____ day of October, 2022.

WITNESS:

SHIVMEGH LLC

Print Name:

By: _____
Name: Viralkumar S. Patel
Title: Manager

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

NORFOLK COUNTY

On this ____ day of October, 2022, before me, the undersigned notary public, personally appeared Viralkumar S. Patel, Manager of SHIVMEGH LLC, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose as the Manager of SHIVMEGH LLC.

Notary Public
Print Name: Benjamin E. Levin
My Commission Expires: 10/31/25

BALLOON NOTE

OCTOBER , 2022

FOR VALUE RECEIVED, SHIVMEGH LLC a duly organized Massachusetts Limited Liability Company with a usual place of business at 49 Fox Hill Street, Wetwood, Norfolk County, Massachusetts 02090 ("Borrower"), hereby promises to pay to Christopher Lianos, 57 Lauricella Lane, Waltham, Middlesex County, Massachusetts ("Lender"), or order, the principal amount of One Hundred Fifty Thousand and 00/100 (\$150,000.0) dollars payable in equal monthly installments being paid in full on October __, 2024 ("Maturity Date"). No interest shall accrue on the Balloon Payment during the six months duration of this Balloon Note unless the Borrower defaults on its obligations hereunder as set forth below.

The failure to tender the Balloon Payment to the Lender in full on or before the Maturity Date shall result in a late fee charge equal to three (3) percent of the amount of the Balloon Payment and if the Balloon Payment is not tendered within thirty (30) days of the Maturity Date then interest shall accrue on the outstanding amount at the rate of twelve (12) percent per annum.

The principal payment shall be tendered to Lender in lawful money of the United States of America without set-off, deduction or counterclaim. Borrower may prepay the whole or any part of the principal amount of this Note from time to time without premium or penalty, provided that the Borrower does not default on the terms of Balloon Note.

At the option of the holder, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default: (1) default of any liability, obligation or undertaking of the Borrower, hereunder or otherwise, including failure to pay in full and when any installment payment to the Lender; (2) if any statement, representation or warranty heretofore, now, or hereafter made in connection with the loan evidenced by this Note, or in any supporting financial statement of the Borrower or of any endorser or guarantor hereof shall be determined by Lender to have been false when made in any material respect; (3) the death of Viralkumar S. Patel or of any endorser or guarantor hereof; (4) the institution by or against the Borrower or any endorser or guarantor hereof of any proceedings under the Bankruptcy Code 11 USC §101 et seq. or any other law in which the Borrower or any endorser or guarantor hereof is alleged to be insolvent or unable to pay their respective debts as they mature or the making by the Borrower or endorser or guarantor hereof of an assignment for the benefit of creditors or the granting by the Borrower or endorser or guarantor hereof of a trust mortgage for the benefit of creditors; (5) the termination of for any reason or default under the mortgage securing this Note; or (6) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower or of any endorser, guarantor or other surety for any obligation of the Borrower to Lender, or the occurrence of any event or circumstance such that the holder, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower to holder has been or may be impaired.

Any payments received by the Lender on account of this Balloon Note shall be applied first, to any costs, expenses, or charges then owed to the Lender by the Borrower, second, to accrued and unpaid monthly fees, and third, to the unpaid principal balance hereof.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and every other maker and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waives presentment, demand, protest and notices of every kind and assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable.

The Borrower, and each endorser and guarantor of this Note, shall indemnify, defend, and hold the Lender and its directors, officers, employees, agents and attorneys harmless against any claim brought or threatened against the Lender by the Borrower, by any endorser or guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Lender's relationship with the Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled or pursued by the Lender with counsel of the Lender's selection, but at the expense of the Borrower and any endorser and/or guarantor).

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of the principal of and fees on this Note, including without limitation reasonable attorneys' fees. Upon default as defined hereunder, interest shall accrue at a rate per annum equal twelve (12%) percent.

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Lender and its successors, endorsees, and assigns.

The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Lender of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Lender. Each reference in this Note to the Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities, obligations, and indebtedness to the Lender of the person from whom contribution is sought have been satisfied in full. The release or compromise by the Lender of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes the Lender to complete this Note if delivered incomplete in any respect. A photographic or other reproduction

of this Note may be made by the Lender, and any such reproduction shall be admissible in evidence with the same effect of the original itself in any judicial or administrative proceeding whether or not the original is in existence.

This Note is delivered to the Lender at one of its offices in Massachusetts, shall be governed by the laws of The Commonwealth of Massachusetts, and shall take effect as a sealed instrument.

Borrower, and each endorser and guarantor at this Note each irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Boston, Massachusetts over any suit, action or proceeding arising out of or relating to this Agreement. Each Borrower, endorser or guarantor, irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Each Borrower, endorser or guarantor irrevocably appoints the Secretary of State of the Commonwealth of Massachusetts as its authorized agent to accept and acknowledge on its behalf any and all process which may be served in any such suit, action or proceeding, consents to such process being served either (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to such Borrower's, endorser's or guarantor's address shown below or as notified to the Lender and (ii) by serving the same upon such agent and agrees that such service shall in every respect be deemed effective service upon such Borrower, endorser or guarantor.

Any transfer or alienation of the business assets of the package store located at 1013 Great Plain Avenue, Needham, Norfolk County, Massachusetts owned by SHIVMEGH LLC securing this Balloon Note shall be considered a default and shall result in the full principal balance hereunder becoming immediately due and payable without notice to the Borrower.

EACH BORROWER, ENDORSER AND GUARANTOR AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE, THE OBLIGATIONS, IN ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith. EACH BORROWER, ENDORSER AND GUARANTOR CERTIFIES THAT NEITHER THE LENDER NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

WITNESSES:

MAKERS:

SHIVMEGH LLC

BY: Viralkumar S. Patel
Manager

Personal Guarantor:

Viralkumar S. Patel
Social Security Number

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

October , 2022

Then personally appeared before me the above named Viralkumar S. Patel both as Manager of SHIVMEGH LLC and in his personal capacity as guarantor proved to me through satisfactory evidence of identification being a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document and acknowledged that he executed the same for its stated purpose as the Manager of SHIVMEGH LLC and his free act and deed.

Benjamin E. Levin, Notary Public
My Commission Expires: 10/31/25

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made as of the Date of Lease below specified by and between Landlord and Tenant below specified.

W I T N E S S E T H:

PART I

This Lease entered into this ____ day of _____, 2022 by and between **HEFFERNAN ASSOCIATES NOMINEE TRUST**, u/d/t dated November 8, 1999 and recorded with the Norfolk County Registry of Deeds in Book 13841, Page 229, of 99 Whitman Road, Needham, Massachusetts, 02492 (hereinafter referred to as the "Landlord") and _____, a Massachusetts corporation with an address of _____, doing business as **Needham Center Wine & Spirits** at **1013 Great Plain Ave., Needham, MA 02492** (hereinafter referred to as the "Tenant").

1. DESCRIPTION OF PREMISES.

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant certain premises containing approximately 1,920 square feet of level retail space plus the basement located at **1013 GREAT PLAIN AVENUE, NEEDHAM, MASSACHUSETTS 02492** (hereinafter referred to as the "Demised Premises") in the building (hereinafter referred to as the "Building") located in Needham, Massachusetts, together with the right to use the walkways and parking areas of the Building of which the Demised Premises forms a part in common with others entitled thereto.

The Demised Premises is leased "AS IS", subject to the obligations herein. After the date of commencement of the Term, Landlord shall have no obligation with respect to maintenance of any part of the Demised Premises or for any defect therein except as set forth herein. Landlord has not made and does not make any representations or warranties as to the physical condition, operation or legality of occupancy of the Demised Premises, including any warranty or representation relating to water damage in the basement and particularly with regard to Tenants goods and inventory, all of which Tenant assumes the risk of, or any other matter or thing affecting or relating to the Demised Premises, except as in this Lease specifically set forth and Tenant hereby expressly acknowledges and represents that no such representations or warranties have been made or implied. Further, tenant expressly agrees to contract with, and to continue to use and employ, a first-class contractor for all service, maintenance, repair and replacement of the plumbing and plumbing system throughout the demised premises, including the basement, reasonably acceptable to the Landlord.

2. COMMENCEMENT DATE; TERM; RENT COMMENCEMENT DATE.

- (a) The Commencement Date of this Lease and the Rent Commencement is the date of execution hereof.
- (b) The Term of this Lease shall be ten (10) years. Tenant shall have two (2) option to extend the term of this Lease, in accordance with, and as set forth in, Exhibit "A", which is attached hereto. The first option shall be to extend for a further term of five (5) years and the second option shall be to extend for a further term of five (5) years.

3. RENT.

For Years 1 - 5: Tenant shall pay to Landlord rent at the rate of forty-five dollars (\$45.00) per square foot, which equals eighty-six thousand and four hundred dollars (\$86,400) per year, payable in installments of seven thousand dollars (\$7,200) per month. All rent shall be payable on the first day of each and every month in advance during the term, without offset, deduction or demand.

For Years 6 – 10: Tenant shall pay to Landlord rent at the rate of fifty dollars (\$50.00) per square foot, which equals ninety-six thousand dollars (\$96,000.00) per year, payable in installments of eight thousand dollars (\$8,000.00) per month. All rent shall be payable on the first day of each and every month in advance during the term, without offset, deduction or demand.

4. UTILITIES; REAL ESTATE TAXES; OPERATING EXPENSES.

A. Utilities. Tenant shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and separately metered, as well as all bills, if any, for fuel furnished to a separate tank servicing the leased premises. Tenant shall enter into a service contract to maintain, if any, the oil burner and shall submit said contract to Landlord annually. Further, Tenant shall be responsible to repair and/or replace the system if it fails.

B. Water and Sewer: Tenant shall pay, and is responsible for, its proportionate share of the water and sewer expense of the demised premises. Tenant's proportionate share is 16.95%.

C. Real Estate Taxes and Insurance: Tenant shall pay, and is responsible for, its proportionate share of real estate taxes and insurance. Tenant's proportionate share is 16.95%.

5. LATE PAYMENTS.

In the event any payments required of the Tenant under the terms of this Lease are not received by the Landlord within ten (10) days of the due date, the Tenant shall pay to Landlord a late charge in the amount of four (4) percent of said late payment for each month or a portion thereof that such payment shall remain unpaid, or the maximum amount permitted by law, whichever is less.

6. SECURITY DEPOSIT.

Tenant shall pay to Landlord the sum of fourteen thousand and four hundred dollars (\$14,400.00) as security for the payment of rents and the performance and observance of the agreements and conditions in this Lease herein contained on the part of Tenant to be performed and observed, which sum shall be permitted to be co-mingled with all other Landlord's fund. In the event of any default or defaults in such payment, performance or observance, Landlord may apply said sum or any part thereof towards the curing of any such default or defaults and/ or towards compensating Landlord for any loss or damage arising from any such default or defaults, including, but not limited to, damage or deficiency in the reletting of the Premises, whether such damage or deficiency accrued before or after summary proceeding or other reentry by Landlord. Upon the yielding up of the Demised Premises at the expiration or other termination of the term of this Lease, if Tenant shall not then be in default or otherwise liable to Landlord, said sum or the unapplied balance thereof shall be returned to Tenant. It is understood and agreed that Landlord shall always have the right to apply said sum, or any part thereof, as aforesaid in the event of any such default or defaults, without prejudice to any other remedy or remedies which Landlord may have, or may pursue any other such remedy or remedies in lieu of applying said sum or any part thereof. In no instance shall the amount of such security deposit be considered a measure of liquidated damages. No interest shall be payable on said sum or any part thereof. If Landlord shall apply said sum or any part thereof as aforesaid, Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the security to its original amount.

Tenant further covenants that it will not assign or encumber or attempt to assign or encumber monies deposited herein as security, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

Whenever the holder of Landlord's interest in this Lease, whether it be the Landlord named in this Lease or any transferee of said Landlord, immediate or remote, shall transfer its interest in this Lease, said holder shall turn over to its transferee said sum of the unapplied balance thereof, and thereafter such holder shall be released from any and all liability to Tenant with respect to said sum, its application and return. The holder of any mortgage upon the property which includes the Demised Premises shall never be responsible to Tenant for said sum or its application or return unless said sum shall actually have received in hand by such holder.

7. USE AND PERMITS.

The Tenant shall occupy and use the Demised Premises solely for a Liquor Store and never for any other purpose. Tenant shall conduct no auction, fire, bankruptcy, or going-out-of-business sale on the Demised Premises without the prior written consent of Landlord. Tenant covenants and agrees that Tenant promptly apply and pay for all licenses and permits which may be required for the Demised Premises.

Tenants covenants throughout the term, at Tenant's sole cost and expense, promptly to comply with, and cause the Demised Premises to be maintained in conformity with and not in any violation of, all laws, ordinances and by laws and the orders, rules, regulations and requirements of the federal, state and town governments and appropriate departments, commissions, boards, bureaus, agencies and offices thereof and the orders rules, regulations and

requirements of the water, sewer, electrical, plumbing, zoning, buildings or other inspections departments of the Town of Needham, or the Board of Fire Underwriters (or any other body now or hereafter constituted exercising similar functions). Tenant shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Demised Premises or the Building. It is an express condition hereof that all applications for any required permits from the Town of Needham will be pursued with all due diligence and if not secured within three (3) months from the date hereof, Landlord may declare this Lease null and void. Tenant, subject to local law, shall have access to premises, building and parking 24 hours per day, 7 days per week.

8. INSURANCE GENERALLY AND USE.

The Tenant will not use or permit upon Demised Premises anything that will invalidate any policies of insurance now or hereafter carried on said Building. Tenant will pay all extra insurance premiums on said Building which may be caused by the use which said Tenant shall make of said Demised Premises. The Tenant will not use or permit on said Demised Premises anything that may be dangerous to life or limb; objectionable noise or order to escape or be emitted from said Demised Premises, or do anything or permit anything upon said Demised Premises in any way tending to create a nuisance; or tending to disturb any other tenant in said Building; the Tenant will not use said Demised Premises for lodging or sleeping purposes or in violation of any law, statute, municipal ordinance or by-law.

9. PARKING.

As-is, without any warranty or representation from the Landlord.

10. SIGNAGE/WINDOW SIGNS.

Tenant shall be allowed to install storefront signage on the Property. The size, type and location of such signage shall be subject to Landlords prior approval and in accordance with all local codes and ordinances. Tenant shall not install, on a temporary or permanent basis, any signs, advertisements, lettering, lights or decorations on the store front windows without prior written approval by Lessor.

11. KEYS.

Tenant agrees that it will deposit a key or keys to all outside doors to the Demised Premises with the Landlord for safe keeping and use in any situation pursuant to Paragraph 24 herein. Tenant agrees to notify Landlord of any changes of locks or keys, prior to such change, for Landlord's approval. Any approval shall be at the time of such change of keys or locks. The installation of any burglar detector alarm system shall be upon the prior written approval of the Landlord.

12. ASSIGNMENT & SUBLETTING.

Tenant shall not assign or sublet the whole or any part of the Demised Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall not grant any license, concession or lease to operate any business or department in the Demised Premises. Any assignment of sublease that is not in compliance with

the following provisions shall be void. The acceptance of rental payments by Landlord from a proposed assignee shall not constitute consent to such assignment by Landlord. Tenant shall promptly pay to Landlord the entire amount of any excess payable by such assignee over and above the rent due and payable under this Lease in connection with any assignment, except the terms of this sentence shall not apply to any assignment that is permitted without the Landlord's consent. Any request by Tenant for Landlord's consent to a specific assignment shall include the identity of the proposed assignee, a copy of the proposed assignment, and such financial information and other information as Landlord may reasonably request concerning the proposed assignee. Tenant remains liable for rent. No consent by the Landlord to any assignment shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the assignment, and any assignment shall not relieve the Tenant or any successor of Tenant from the obligation to obtain the Landlord's express written consent. No assignment shall be valid or effective unless the Tenant shall deliver to Landlord a fully-executed counterpart of the assignment and an instrument that contains a covenant of assumption satisfactory to the Landlord. Tenant pays Landlord's expenses. Tenant shall pay to Landlord the reasonable amount of Landlord's costs of processing any proposed assignment, including reasonable legal fees and reasonable other expenses incurred by the Landlord.

Permitted Transfers: Notwithstanding the forgoing, Tenant may, without the consent of the Landlord assign this Lease to any entity which is a successor to Tenant either by merger or other consolidation of Tenant. Any permitted transfer may only be made upon the condition that Tenant is not in default under the Lease, Tenant and guarantor shall remain hereunder, Tenant shall provide reasonable prior written notice to the Landlord of such assignment, after any such transaction, the tangible net worth, including good will, under this lease is equal to or greater than the tangible net worth of the Tenant as of the date of this Lease. Finally, Landlord shall receive an executed copy of all such documentation on or before its effective date.

13. ALTERATIONS & IMPROVEMENTS.

The Tenant shall not make alterations or additions to the Demised Premises, except for the installation of fixtures, security systems and equipment that are necessary for the conduct of Tenant's business, which shall be at the sole cost and expense of the Tenant, unless the Landlord consents thereto in writing. Tenant shall provide Landlord with preliminary plans and specifications of expected improvements at the time of the signing of this Lease, and such plans and specifications shall be incorporated into this Lease. All such allowed alterations shall be at Tenant's sole cost and expense and shall be in quality at least equal to present construction. If alterations or improvements are to be substantial, Landlord reserves the right to approve all contractors hired by Tenant. Tenant shall not permit any mechanic's liens, or similar liens, to remain upon the Demised Premises for labor and material furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith cost to Landlord. Tenant shall be responsible for obtaining all required permits for any such alterations and additions.

Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein, unless the Landlord specifically requests the removal of certain alterations made by Tenant. All said removals and repairs shall be at the sole expense of the Tenant.

Tenant shall make all repairs and alterations necessary to comply with governmental requirements if such requirements become applicable to the Demised Premises.

Notwithstanding the foregoing, and not in limitation of the foregoing, any alterations or improvements must be satisfactory to the Landlord in Landlord's reasonable discretion. It is agreed that Landlord may hire necessary architectural, engineering or contracting services in order to advise Landlord on the structural integrity of the Demised Premises and the type and quality of alterations or repairs being contemplated by the Tenant.

(a) In the event the Landlord notifies Tenant in writing that noise and/or odors are emanating from the Premises, Tenant shall, within five (5) days after such notice from Landlord, commence to install, at its sole cost and expense, reasonable control devices or procedures to eliminate such noise and/or odors and shall complete such installations as expeditiously as possible by diligence and in good faith proceeding to completion. In the event Tenant fails to stop noise and/or odors from emanating from the Premises in accordance with the preceding sentence, Landlord may, at its sole discretion, cure such failure on the part of the Tenant to eliminating such noise and/or odors and thereafter add the cost and expense incurred by Landlord thereafter to the next monthly installation of rent.

14. REPAIRS & MAINTENANCE.

The Tenant shall keep the Demised Premises in a neat, clean, sanitary condition and shall keep it heated and in good repair, excepting only damage caused by fire or other casualty or taking by eminent domain, including but not limited to the following portions of the Demised Premises: the entire interior of the Demised Premises including walls and ceilings; all plumbing, electrical, sewage, air conditioning, ventilating and heating equipment and the wiring, pipes, motors and fixtures used in connection therewith; all plate glass, the exterior and interior portion of all doors and windows, molding and frames; floor coverings; all interior and exterior signs. For purposes of this clause, repair shall be deemed to include replacement where necessary.

Tenant shall service and maintain the heating and air conditioning units. Tenant acknowledges that if Tenant does not obtain and maintain a contract for the regular service and maintenance of the heating and any air conditioning system in accordance with the manufacturer's recommended procedures, including at a minimum (a) periodic inspections and cleaning of entire system; (b) regular replacement of filters as necessary; (c) service calls as needed; and (d) repair and replacement of any part or component which proves defective during the term of the contract, Tenant runs a substantial risk of providing inadequate maintenance. At the end of the term, Tenant shall be required to yield up the Demised Premises, in the condition that would be reasonably expected had the system been serviced by a contract as described above.

The Tenant shall make alterations and repairs of whatever nature required by applicable laws, ordinances, orders or regulations of any public authority or of any insurer, Board of Fire Underwriters, or similar insurance rating bureau having jurisdiction over the Demised Premises, except that the Tenant shall not be required to make any structural alterations or repairs, unless such structural alterations or repairs shall be required as a result of any alterations made by the Tenant, or by any of the Demised Premises by the Tenant.

The Landlord shall keep and maintain the following portions of the Building: foundation, roof, gutter, structural columns and beams, and exterior walls (excluding the interior surface thereof). The Landlord shall not be required to make repairs to any of the above described portions of the Building necessitated by act, default or negligence of the Tenant's officers, agents or employees, licensees, concessionaires or other occupants of the Demised Premises. The Landlord shall not be deemed to have committed a breach of any obligations to make any required repairs unless it shall have made such repairs negligently or unless it shall have received notice from the Tenant in writing designating the particular repairs needed and shall have failed to make such repairs within a reasonable time after the receipt of such notice; the Landlord's liability in either such case shall be limited to the cost of making the required repairs and in no event shall Landlord be liable for indirect or consequential damages. However Landlord, at its sole cost and expense, shall repair any roof leak and the broken plate glass store front.

15. INTENTIONALLY OMITTED.

16. TENANT'S INSURANCE.

Tenant covenants and agrees with Landlord that during the term of this lease and for such time as Tenant shall hold the Demised Premises or any portion thereof, Tenant will maintain general comprehensive public liability insurance with respect to the Demised Premises, issued by insurance companies authorized to do business in Massachusetts, naming Landlord and Tenant as insured, in single limit coverage of \$2,000,000 for injury or death to more than one person as a result of one accident and not less than \$500,000 for property damage. Tenant also agrees to obtain fire legal liability coverage in the amount of 100% of the full insurable value and risks embraced within "all risk coverage". Tenant shall also be required to have glass insurance. Tenant shall deliver to Landlord the policies of such insurance or certificates thereof, at least 15 days prior to the expiration of the policy it renews. Such policy shall require written notification to Landlord at least 15 days prior to any cancellation thereof.

17. INTENTIONALLY OMITTED.

18. INTENTIONALLY OMITTED.

19. TENANT'S INDEMNIFICATION.

Tenant agrees to indemnify and save harmless the Landlord from and against (subject to the provisions of Massachusetts General Laws, Chapter 186, Section 15) any and all injury, loss or damage and any and all claims therefor, to any person or property of any nature caused wholly or in part by any action, omission or negligence of the Tenant, Tenant's employees, invitees, agents, contractors, suppliers, licensees or anyone claiming under Tenant, no matter how caused, which should occur in or about the Demised Premises, the Building, and the Landlord shall not be liable for any injury, loss or damage to the person or property of the Tenant, Tenant's employees, invitees, agents, contractors, suppliers, licensees or anyone claiming under the Tenant, from any action, omission or negligence on the part of the Tenant or any person or co-tenant occupying adjoining Premises or any other part of the Building, or by reason if any fire, breakage, leakage or obstruction to any water or soil pipe or electricity wiring or other casualty from any cause whatsoever unless caused by or due to the negligence on the part of the Landlord, its agents, servants, employees, or independent contractors.

Landlord shall give Tenant prompt notice of any injury, loss, claim or damage for which Tenant is alleged to be liable, and Tenant shall have the right to defend same.

20. INJURY TO PERSONS; DAMAGE TO PROPERTY.

If Tenant or anyone claiming under Tenant, or the whole or any part of the property of Tenant, or of anyone claiming under Tenant, shall be injured, lost or damaged by the use or escape of water, or by bursting of pipes, no part of said injury, loss or damage is to be borne by Landlord or its agents, unless caused by the negligence of Landlord or its agents.

21. LANDLORD'S ACCESS TO PREMISES.

Upon reasonable notice and at reasonable times, Tenant agrees to permit the Landlord or its designees to enter the Demised Premises, or to take, use and occupy such portion of the Demised Premises as may be reasonably necessary to make repairs, alterations, additions or changes in, to, upon or about the Demised Premises, or the Building in order to carry out its obligations under this Lease, or if the Landlord believes it necessary or desirable to comply with the requirements of any public authority having jurisdiction of the Demised Premises or of the Board of Fire Underwriters or any successor thereto, or to exhibit same for purposes of sale, lease or mortgage. The Landlord reserves the right to enter the Demised Premises at any time in case of emergency.

22. INTERRUPTION OF SERVICES.

Landlord reserves the right to stop any service or utility system, when necessary by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall exercise reasonable efforts to eliminate the cause thereof. Except in case of emergency repairs Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary interruption of Tenant's use of Demised Premises.

Tenant agrees not to hold the Landlord liable for cessation of any service rendered customarily to the Demised Premises or agreed to by the terms of this Lease, when such cessation is attributable to a cause or causes beyond the reasonable control of the Landlord, or is due to any accident, to the making of repairs, alterations or improvements if such service is restored with reasonable promptness.

Landlord shall not be liable for any compensation or reduction of rent by reason of inconvenience or annoyance or for the loss of business arising from the necessity of Landlord or its agents entering the Premises for any of the purpose authorized in this Lease or for repairing the Premises or any portion of the Building however the necessity may occur. If Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause beyond Landlord's reasonable control, Landlord shall not be liable to Tenant therefore, nor, except as expressly otherwise provided in case of casualty, shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises. In no event shall Landlord be liable for indirect or consequential damages.

23. LOSS OR DAMAGE TO PROPERTY.

Subject to the provisions of Massachusetts General Laws, Chapter 186, Section 15, all property of any kind that may be upon the Demised Premises during the continuance of the Lease shall be at the sole risk of the Tenant, or those claiming through or under Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the use or abuse of the water or by the leaking or bursting of water pipes or drains, or in any other way or manner, no part of said loss or damage shall be charged to or borne by the Landlord.

24. OIL AND HAZARDOUS MATERIAL INDEMNITY.

Tenant shall not cause or permit any Oil and Hazardous Material to be brought upon, kept, or used on or about the Demised Premises by Tenant, its agents, employees, contractors or invitees, without prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Oil and Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Oil and Hazardous Material so brought upon or used or kept in or about the Demised Premises). If Tenant breaches the obligations stated in the preceding sentence, or if presence of Oil and Hazardous Material on the Demised Premises caused or permitted by Tenant results in contamination of the Demised Premises, or if contamination of the Demised Premises by Oil and Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damages resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or useable space or of any amenity of the Demised Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Oil and Hazardous Material present in the soil or ground water on or under the Demised Premises. Without limiting the foregoing, if the presence of any Oil and Hazardous Material on the Demised Premises caused or permitted by Tenant results in any contamination of the Demised Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any Oil and Hazardous Material to the Demised Premises; provided that Landlord's approval of such actions shall be first obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Demised Premises. If Tenant receives from any federal, state or local governmental agency any notice of violation or alleged violation of any Hazardous Waste Law, including those listed below, or if Tenant is obligated to give any notice under any Hazardous Waste Law, Tenant agrees to forward to Landlord a copy of such notice within three (3) days of Tenant's receipt or transmittal thereof. At Landlord's request from time to time during, and upon the expiration of, the Term of this Lease, Tenant shall cause the Demised Premises and, if Tenant's activities may have affected the Building and Land related thereto, the Building and such Land to be inspected by a

qualified professional satisfactory to Landlord for the presence of any material or substance prohibited or regulated under any hazardous Waste Law, including those listed below, and to obtain and forward to Landlord the professional's written report setting forth the scope and results of such inspection.

As used herein, the term "Oil and Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the Commonwealth of Massachusetts or the United States Government. The term "Oil and Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under Massachusetts General Laws, Chapter 21E, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33U.S.C. Sec. 1321, (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec 9601), (vii) defined as a "regulated substance" pursuant to Subchapter D, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Sec.6991 et seq.

25. QUIET ENJOYMENT.

The Landlord agrees that upon the Tenant's paying the rent and performing and observing the terms, provisions, conditions and covenants on its part to be performed and observed, the Tenant shall, and may, peaceably and quietly have, hold and enjoy the Demised Premises as herein provided without any manner of hindrance or molestation from the Landlord or anyone claiming under the Landlord.

26. PAYMENT OF LANDLORD'S COSTS OF ENFORCEMENT AND ADMINISTRATIVE EXPENSES.

The Tenant agrees to pay, on demand, Landlord's expenses, including reasonable attorneys' fees (and the allocable portion of salaries of employees of Landlord or of affiliates engaged in such enforcement), incurred in curing any default by Tenant under this Lease or, in enforcing any obligation of Tenant under this Lease, including without limitation expenses incurred pursuant to the following: (a) an administrative or legal action to recover rent, additional rent or other payments due under the Lease, unless the Tenant is found not liable or the matter is settled; (b) a lawsuit to terminate this Lease and to recover possession of the Demised Premises, unless the Tenant is found not liable or the matter is settled; (c) a lawsuit to determine the respective rights and obligation of Landlord and Tenant, unless the Tenant is found not liable or the matter is settled; (d) a lawsuit brought by Tenant against Landlord (or any of its employees, agents or officers) in which the Tenant does not obtain a final, unappealable judgment on all Tenant's allegations or the matter is not settled in favor of the Tenant; (e) any arbitration or other mediation proceeding to determine the respective rights and obligations of the parties, unless the Tenant is found not liable or the matter is settled; and (f) any appearance by the Landlord (or employees, agents or officers) as a witness in a lawsuit, arbitration, mediation or other action involving the Landlord, Tenant, the Lease, the Demised Premises or any part of Landlord's Property; to pay Landlord's expenses, including, without limitation, reasonable attorneys' fees, incurred in reviewing any document or proposed agreement submitted

by Tenant to Landlord relating to the Demised Premises, whether or not such document or agreement is finally agreed on. However, in the event the Landlord's expenses, including reasonable attorneys' fees (and the allocable portion of salaries of employees of Landlord or of affiliates engaged in such enforcement) are as a result of a landlord default as specified under the terms of paragraph 28(d), Tenant shall not be obligated to pay said amounts. But in all events, tenant shall pay to landlord such sums as a Massachusetts court, under Massachusetts law, may adjudge reasonable as attorneys' fees, costs, and damages, with respect to any successful lawsuit or action instituted by the landlord to enforce the provisions under this lease.

27. DEFAULT & ENTRY.

The following conditions shall each be considered a "Default" by Tenant:

- (a) failure to pay rent, any items of Additional Rent, or any other charge as and when due under this Lease; or
- (b) if the estate hereby created shall be taken on execution or by other process of law; or
- (c) if the Tenant shall be liquidated or dissolved or be declared insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, or if any proceedings, including without limitation proceeding for reorganization or for an "arrangement", shall be commenced by the Tenant, or against the Tenant under any bankruptcy or insolvency law now or hereunder enacted and the same shall not be dismissed within ninety (90) days from the time of their commencement provided Tenant is actively contesting the proceeding, or
- (d) if a receiver, guardian, conservator, trustee or assignee, or any other similar officer or person shall be appointed to take charge of all or any part of the Tenant's property; or
- (e) if any court shall enter an order with respect to the Tenant providing for the modification or alteration of the rights of creditors; or
- (f) if the Tenant shall fail to take possession of the Demised Premises and open for the conduct of business within thirty (30) days following the Date of Lease; or
- (g) if Tenant shall vacate the Demised Premises or close for business for a period exceeding one (1) month; or
- (h) if Tenant shall assign or sublet all or any part of the Demised Premises without Landlord approval; any approval from the Landlord shall be executed in writing by the Landlord, and shall have been preceded by, and is expressly subject to, all the provisions, conditions, and terms set forth in paragraph 12 of the lease, to be observed by the Tenant; finally, the approval shall be sent by registered mail to the Tenant at 1013 Great Plain Avenue, Needham, MA, 02492, with a copy to William M. O'Brien, Esq., at 545 Concord Avenue, Suite 400, Cambridge, MA 02138; or

(i) if Tenant shall fail to cure any other breach of any of the other terms, provisions, conditions, or covenants contained in this Lease on the Tenant's part to be performed or observed within the time period required, but in no event more than thirty days after notice unless the cure is impossible to achieve within thirty days, in which case the thirty day period shall be extended for the number of days required to cure.

In the event of a default, notwithstanding any license or any former breach of covenant, or waiver of the benefit thereof, or consent in a former instance, the Landlord shall have the right, at its election, then or at any time thereafter during the continuance of the default, either (1) to give the tenant written notice that this Lease shall be terminated if the default is not cured within five days after said written notice (however, tenant shall not be entitled to more than one (1) notice of default in payment of rent during any twelve-month period, and if during the twelve months after any such notice, any rent is not paid when due, an event of default will have occurred without further notice), or (2) subject to the preceding notice provision, an opportunity to cure and, further subject to legal proceedings to be instituted by the Landlord, to reenter and take possession of the demised premises or any part thereof, and expel the tenant and those claiming through or under the tenant without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding covenants. The Tenant hereby waives all statutory rights (including without limitation of redemption, if any) to the extent such rights may be lawfully waived. The Landlord, subject to notice to the Tenant, may store the Tenant's effects, and those of any person claiming through or under the Tenant at the expense and risk of the Tenant, and, if the Landlord so elects, may sell effects at public auction and apply the net proceeds to the payment of all sums due to the Landlord from the Tenant, if any, and pay over the balance, if any, to the Tenant. Should the Landlord elect to re-enter as herein provided or should the Landlord take possession pursuant to legal proceeding or pursuant to any notice provided for herein or by law, the Landlord may either terminate this Lease or, without terminating this Lease, re-let the Demised Premises or any thereof from time to time for such term or terms, which may be for a period extending beyond the terms of this Lease and at such rental or rentals and upon terms and conditions as the Landlord may deem advisable with the right to make alterations and repairs to the Demised Premises. No such re-entry or taking possession of the premises by the Landlord shall be construed as an election on the Landlord's part to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction; nor shall Landlord's right to re-let from time to time constitute any obligation to do so or to otherwise mitigate damages.

No termination or repossession provided for in this clause shall relieve the Tenant of its liability and obligations under this Lease, all of which shall survive such termination or repossession. In the event of any such termination or repossession, the Tenant shall pay the rent and all Additional Rent and other sums as hereinbefore provided up to the time of such termination; and thereafter the Tenant, until the end of what would have been the term of this Lease in the absence of such termination or repossession and whether or not the Demised Premises shall have been re-let shall be liable to the Landlord for and shall pay the Landlord as liquidated current damages (a) the rent and other charges which would be payable hereunder if such termination or repossession had not occurred less (b) the net proceeds, if any, of any reletting of the Demised Premises, after deducting all the Landlord's expenses in connection with such reletting, including without implied limitation all repossession costs, warehouse charged, brokerage commissions, attorneys' fees, salaries or employees, alteration costs, and expense of

preparation for such reletting. The Tenant shall pay such current damages to the Landlord on the days on which the Rent would have been payable hereunder if this Lease had not been terminated; and the Landlord shall be entitled to receive the same from the Tenant on each such day.

At any time after any such termination or repossession, whether or not the Landlord shall have collected any current damages, the Landlord shall be entitled to recover from the Tenant and the Tenant shall pay to the Landlord, on demand as liquidated final damages and in lieu of all current damages beyond the date of payment of the final damages, a sum equal to the amount, if any, by which the Rent and other charges which would be payable hereunder from the date of such payment (or, if it be earlier, the date to which the Tenant shall have satisfied in full its obligation under this Clause to pay current damages) for what would be the then unexpired term if the same had remained in effect shall exceed the then fair net rental value of the Demised Premises for the same period. If any statute or rule of law governing a proceeding in which such liquidated final damages are to be proved shall validly limit the amount thereof to an amount less than the amount allowable hereunder, then the amount of such liquidated final damages shall be limited to the maximum allowable under such statute or rule of law. For purpose of this clause, the rent reserved hereunder shall be deemed to be an amount equal to the highest of the total yearly Rent and Additional Rentals paid by the Tenant in any Lease Year preceding such termination or repossession.

If Tenant shall default in the performance or observance of any agreement or condition in this Lease other than an obligation to pay money to Landlord, and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter, cure such default for the account of Tenant, and any amount paid of contractual liability incurred by Landlord in so doing shall be deemed paid or incurred thereof, or save Landlord harmless therefrom; provided, however, same is necessary to provided to protect the real estate or Landlord's interest therein, or to prevent injury or damages to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant, such amount shall be added to and become a part of the next or any succeeding payment of rent due.

28. MITIGATION OF DAMAGES.

(a) Both Landlord and Tenant shall each use commercially reasonable efforts to mitigate any damages resulting from a default of the other party under this Lease.

(b) Landlord's obligation to mitigate damages after a default by Tenant under this Lease shall be satisfied in full if Landlord undertakes to Lease to the Demised Premises to another Tenant (a "Substitute Tenant") in accordance with the following criteria;

- (1) Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Demised Premises until Landlord obtains full and complete possession of the Demised Premises including, without limitation, the final unappealable legal right to re-let the Demised Premises free of any claim of Tenant.

- (2) Landlord shall not be obligated to offer the Demised Premises to a prospective tenant when other premises in the Building suitable for that prospective tenant's use are (or soon will be) available.
- (3) Landlord shall not be obligated to lease the Demised Premises to a Substitute Tenant for a rental less than the current fair market rental then prevailing for similar retail uses in comparable buildings in Needham, Massachusetts, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Building.
- (4) Landlord shall not be obligated to enter a lease with any proposed tenant whose use would:
 - (i) Disrupt the tenant mix or balance of the Building;
 - (ii) Violate any restriction, covenant, or requirement contained in the lease of another tenant of the Building;
 - (iii) Adversely affect the reputation of the Building; or
 - (iv) Be incompatible with the operation of the Building as a first class Building.
- (5) Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant which does not have, in Landlord's reasonable opinion sufficient financial resources or operating experience to operate the Demised Premises in a first class manner.
- (6) Landlord shall not be required to expend any amount of money to alter, remodel, or otherwise make the Demised Premises suitable for use by a proposed Substitute Tenant unless:
 - (i) Tenant pays any such sum to Landlord in advance of Landlord's execution of a Substitute Lease with such tenant (which payment shall not be in lieu of any damage or other sums to which Landlord may be entitled as a result of Tenant's default under this Lease); or
 - (ii) Landlord, in Landlord's sole discretion, determines that any such expenditure is financially justified in connection with entering into any such Substitute Lease.
- (c) Upon compliance with the above criteria regarding the releasing of the Demised Premises after a default by Tenant, Landlord shall be deemed to have fully satisfied Landlord's obligation to mitigate damages under this Lease and under any law or judicial ruling in effect on the date of this Lease or at the time of Tenant's default, and Tenant waives and releases, to the fullest extent legally permissible, any right to assert in any action by Landlord to enforce the terms of this Lease, any defense, counterclaim, or

rights of setoff or recoupment respecting the mitigation of damages by Landlord, unless and to the extent Landlord maliciously or in bad faith fails to act in accordance with the requirements of this Clause 30.

(d) Tenant's right to seek damages from Landlord as a result of a default by Landlord under this Lease shall be conditioned on Tenant taking all actions reasonably required, under the circumstances, to minimize any loss or damage to Tenant's property or business, or to any of Tenant's officers, employees, agents, invitees, or other third parties that may be caused by any such default of Landlord.

29. WAIVER.

No assent, express or implied, by the Landlord to any covenant or condition herein contained on the part of the Tenant to be performed or observed, and no waiver, express or implied, of or failure by the Landlord to insist in the Tenant's prompt performance or observance of any such covenant or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same or any other covenant or condition, and the Landlord may assert its rights and remedies hereunder without any prior or additional notice to the Tenant that it proposed to do so. The acceptance of rent by the Landlord or other payments hereunder or silence by the Landlord as to any breach shall not be construed as waiving any of the Landlord's rights hereunder unless such waiver is in writing. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due on account of rent to the Landlord from the Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying said check shall not be deemed an accord and satisfaction, and the Landlord may accept said check without prejudice to recover the balance or pursue other remedy.

30. FIRE, CASUALTY OR EMINENT DOMAIN.

Should the Demised Premises or the property of which they are a part be damaged by fire or other casualty to the extent of thirty percent or more of their insurable value, or should thirty percent or more of the Demised Premises or the property of which they are a part be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty or taking renders the Demised Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Tenant may elect to terminate this Lease if:

- (a) Said fire, casualty or taking occurs within the last three months of the terms of this Lease, or
- (b) The Landlord fails to give written notice thirty (30) days of said fire, casualty or taking of its intention to restore Demised Premises, or
- (c) The Landlord fails to restore the Demised Premises to a condition substantially suitable for Tenant's intended use within ninety (90) days of said fire, casualty or taking.

The Landlord reserves, and the Tenant grants to the Landlord, all rights which Tenant may have for damages or injury to the Demised Premises or for taking by eminent domain, except for damage to the Tenant's fixtures, property or equipment.

Tenant shall, at Tenant's own expense, repair or replace such of Tenant's fixtures, furniture, improvements and equipment as may be required as a result of such damage or taking.

In the event that the whole of the Demised Premises shall be condemned or taken in any manner for any public or quasi-public use, this lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title.

In the event of any condemnation or taking hereinabove mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title, and interest of Tenant now and hereafter arising in or any part thereof, and Tenant shall be entitled to receive no part of such award. Notwithstanding the foregoing, Tenant shall be entitled to appear and claim, prove and receive in said condemnation proceeding an award that represents the then value of installations made by Tenant in the Demised Premises at Tenant's expense and for Tenant's trade fixtures.

Notwithstanding the provisions of this Clause 32, if the Demised Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, contractors, licensees, or invitees, the Rent under this Lease will not be diminished during the repair of that damage and Tenant will not be liable to Landlord for the cost and expense of the repair and restoration of the Demised Premises or the Building thereby to the extent that costs and expenses are not covered by insurance proceeds.

31. RESTORATION OF PREMISES.

If the Demised Premises shall be damaged or destroyed by fire or other casualty or damaged, destroyed or appropriated by any such taking or act, and if this Lease is not terminated by or because of such damage, destruction or appropriation, Landlord, within sixty (60) days after the occurrence of such damage, destruction or appropriation, shall commence, at its sole cost and expense, to repair and restore the Demised Premises to their condition prior to such damage, destruction or appropriation.

From the date of the vesting of title in such condemnation proceedings to the date of the completion of the repairs and restoration of the Demised Premises, there shall be an abatement of the annual minimum fixed rent, except for the portion of the Demised Premises, if any, that Tenant in its discretion shall determine to be usable for its business.

After the repairs and restoration have been completed following the partial taking, the annual minimum fixed rent for the unexpired term shall be reduced by that proportion which the area so taken shall bear to the entire area of the Demised Premises immediately prior to such taking.

32. EXPIRATION OF LEASE.

Tenant shall at the expiration of the term thereof, as the same may be extended, or upon the earlier termination of this Lease remove from the Demised Premises all its goods and effects, including any signs, and the goods and effects of all persons claiming under it and shall quit and deliver up the Premises and all erections, additions and improvements made to or upon the same

to the Landlord or its attorney, peaceably and quietly in as good order and condition as the Demised Premises are in at the commencement of the term or as they may be put in during the term of this Lease, fire and unavoidable casualty and reasonable wear and tear only excepted.

33. REMOVAL OF TENANT'S TRADE FIXTURES.

Notwithstanding any provision herein to the contrary, all trade fixtures owned by Tenant may be removed by the Tenant at the expiration or sooner termination of this Lease, or any extension thereof, provided Tenant shall not remove its property without Landlord's consent if Tenant is in default under any covenant or agreement contained in this Lease. The Tenant shall repair in a good and workmanlike manner all damage caused by the installation or removal of such trade fixtures, and shall hold the Landlord harmless and indemnified from all costs and expenses which Landlord may incur as a result of Tenant's failure to so repair.

In the event of the Tenant's failure to remove any of Tenant's property from the Demised Premises, Landlord, after notice to the Tenant, is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, upon seven (7) days notice, any or all of the property not so removed and to apply the net proceeds or such sale to the payment of any sum due hereunder.

No surrender to Landlord of this Lease or of the Demised Premises or any part thereof or of any interest therein by Tenant shall be valid or effective unless required by the provision of this Lease or unless agreed to by and accepted in writing by Landlord. No act on the part of any representative or agent of Landlord, and no act on the part of Landlord other than such a written agreement and acceptance by Landlord, shall constitute or be deemed an acceptance of any such surrender.

34. SUBORDINATION.

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, and the lien or liens on the property of which the Demised Premises are a part. In confirmation of such subordination, Tenant shall, when requested, promptly execute and deliver any written instruments (in form reasonably satisfactory to Landlord) that Landlord shall request.

It shall be a condition of Tenant's obligation to subordinate this Lease as aforesaid that such holder or prospective holder shall agree with Tenant that if it shall succeed Landlord in this Lease by foreclosure or other action taken under its mortgage, it shall not disturb Tenant's right in possession of the Demised Premises.

The provision of this Clause shall be self-operative, and no further instruments or acts on the part of Tenant shall be required to effectuate such subordination. Tenant hereby appoints Landlord to be Tenant's attorney-in-fact (which shall be irrevocable and shall be deemed to be coupled with an interest) to execute and deliver any such instrument of subordination and/or attornment as any mortgage may require. If any proceedings are brought for the foreclosure of the Premises, or if the power of sale under a mortgage is exercised, then Tenant shall attorn to

the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record, if any, specifying the act on the part of Landlord which could or would give basis to Tenant's rights; and (ii) such mortgagee, after receipt of such notice, has failed or refused to corrupt or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Clause shall be deemed to impose any obligation on any such mortgagee to correct or cure any condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the mortgaged Premises if the mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

35. ESTOPPEL CERTIFICATE.

Within twenty days of request of any interested party, Landlord and Tenant shall execute an estoppel certificate addressed to the requesting party. The estoppel certificate shall include such information as the requesting party may reasonably request concerning the instruments comprising the Lease, parties to or interested in this Lease, payments, notices, exercises of extensions, and other actions taken or made pursuant to the Lease, defaults, claims or controversies under the Lease, and like matters.

36. HOLDING OVER.

If Tenant or anyone claiming under Tenant shall remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease without any agreement in writing between Landlord and Tenant with respect thereto prior to acceptance of rent by Landlord, the person remaining in possession shall be deemed a Tenant at Sufferance and after acceptance of rent by Landlord the person remaining in possession shall be deemed a Tenant at Will, subject to the provisions of this Lease, including liability for Additional Rent and real estate taxes and operating expenses, as provided for in Section 4, insofar as the same may be made applicable to a Tenancy at Will.

37. LANDLORD'S LIABILITY

Tenant agrees to look only to Landlord's interest in the Building for satisfaction of any claim or for the enforcement of a judgment, award or any other judicial decree against Landlord hereunder and not to any other property or assets of Landlord, it being intended that there will be absolutely no personal liability on the part of the Landlord, its shareholders, officers, employees or agents. If Landlord transfers its interest in the Building (or part thereof which includes the Premises), then from and after such transfer Tenant shall look solely to the interests in the Building of Landlord's transferee for the performance of all of the obligations of Landlord

hereunder. The obligations of Landlord shall not be binding on any shareholders, partners (or trustees or beneficiaries), employees, officers or agents of Landlord or of any successor, individually, but only upon Landlord's or such successor's assets described in the foregoing sentences.

38. MISCELLANEOUS PROVISIONS.

The Tenant shall:

(a) Indemnify, defend and save Landlord harmless against any claim, damage, liability, costs, penalty, fine or expense (including attorneys' fees and cost of litigation) which Landlord or any other tenant in the Building of which the Demised Premises forms a part may suffer or incur as a result of ground, air noise or water pollution or discharge of any Materials caused by Tenant in its use of the Premises, or any nuisance made or suffered by Tenant;

(b) Provide Landlord with copies of all notices received by Tenant, including, without limitation, any notices of violations, notice of responsibility or demand for action, from any federal, state or local authority or official in connection with the presence of Oil and Hazardous Materials in or on the Demised Premises or an allegation that Tenant is causing ground, air, noise or water pollution;

(c) Take immediate steps to halt, remedy or cure any pollution or discharge caused by Tenant in connection with its use of the Premises;

(d) Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all legal fees and expense incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this Lease or the Demised Premises, including without limitation, any breach by the Tenant of its obligation hereunder or act, such as filing or suffering the filing of a bankruptcy petition, whereby Landlord reasonably seeks to have its interest protected. Further, if the Tenant shall request the Landlord's consent or joinder in any instrument pertaining to this Lease, the Tenant agrees promptly to reimburse the Landlord for the reasonable legal fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this Lease;

(e) Notwithstanding any other provisions or clause to the contrary, the Landlord shall have reasonable access to the Demised Premises during the last six (6) months of the Lease Term for the purpose of exhibiting the Demised Premises to prospective tenants and purchasers and for putting up "For Sale" or "For Rent" signs, the Tenant agrees not to move, remove, block or otherwise interfere with.

(f) The Tenant agrees immediately to discharge (by payment, by filing of any necessary bond or otherwise) any mechanic's, materialmen's or other lien against the Demised Premises and/or the Landlord's interest therein which may arise out of any payment due for, or

purported to be due for, any labor, services, material, supplies, or equipment alleged to have been furnished to or for the Tenants in, upon or about the Demised Premises.

(g) Whenever the Tenant shall request approval by the Landlord of plans, drawings, specifications, or otherwise with respect to initial alteration of the Demised Premises, subsequent remodeling thereof, installation of signs including subsequent changes thereof, or the like, the Tenant specifically agrees promptly to pay to the Landlord's Architect (or reimburse the Landlord for the payment the Landlord makes to said Architect) for all reasonable charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given.

(h) In the event that either party shall be delayed or hindered in or prevented from the performance of any act hereunder, other than paying money, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party of this Lease, then performance of such act shall be excused for the period of delay and the period of such party's performance of any such delay. The provisions of this Section shall in no event operate to excuse the Tenant from the prompt payment of Rent, Additional Rent or any other payments required by this Lease. In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payments, for the delays in the collection of such proceeds or awards.

(i) The Tenant shall not record this Lease. Upon request by either party, the other party shall execute a notice of lease in statutory form setting forth the Commencement Date, Lease Term and Extension Options, if any, and such other information as may be required by Massachusetts General Laws, Chapter 183, Section 4 or any successor statute. The notice of lease shall include a statement that it is not intended to and shall not alter the terms of the Lease.

39. SEPARABILITY OF PROVISIONS.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, and the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

40. NOTICES.

Any notice from Landlord to Tenant shall be deemed duly served if mailed by Registered or Certified Mail addressed to Tenant at the Demised Premises.

Any notice from Tenant to Landlord shall be similarly served at the demised premises with a copy to William M. O'Brien shall be deemed duly served if mailed by Registered or Certified Mail addressed to William M. O'Brien, Esq., 545 Concord Avenue, Suite 400, Cambridge, MA 02138. In each case the customary return receipt shall be conclusive evidence

of such service. Either party hereto may change its address to which notices shall be sent by giving written notice of such change to the other party as herein provided.

41. DEFINITIONS & INTERPRETATIONS

(a) The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or admits, the persons named herein as Landlord and as Tenant respectively and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. Except as hereinafter provided otherwise, the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its heirs, legal representatives, successors and assigns, and shall enure to the benefit of Tenant and its heirs, legal representatives, successors and assigns; and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and its heirs, legal representatives, successors and assigns and shall enure to the benefit of Landlord and its heirs, legal representatives, successors and assigns. The word "Landlord" as used herein, means only the owner for the time being of Landlord's interest in this Lease, that is, in the event of any transfer of Landlord's interest in this Lease the transferor shall cease to be liable, and shall be released from all liability for the performance or observation of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, it being understood and agreed that from and after said transfer the transferee shall be liable for the performance and observance of said agreements and conditions.

(b) If Tenant shall consist of more than one person or if there shall be a guarantor of Tenant's obligations, then the liability of all such persons, including the guarantor, if any, shall be joint and several and the word "Tenant" as used in this Lease, shall be deemed to mean any one of such persons.

(c) It is agreed that if any provisions of the Lease shall be determined to be void by any court or competent jurisdiction, then such determination shall not affect any other provisions of this Lease, all of which other provisions shall remain in full force and effect and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provisions void and the other of which would render the provision valid, then the provision shall have the meaning which would render it valid.

(d) This instrument contains the entire and only agreement between the parties, and no oral statements or representation or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing subscribes by both parties.

(e) Wherever in this Lease provisions is made for the doing of any act by person, it is understood and agreed that said act shall be done by such person at its own cost and expense unless a contrary intent is expressed.

(f) If all or any part of Landlord's interest in this Lease shall be held by a trust, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder, Landlord's covenants and agreements shall be

binding upon the trustees of said trust as a trustees as aforesaid and not individually and upon the trust estate.

42. ARBITRATION.

Any and all controversies or claims arising out of this Lease or involving the interpretation thereof shall be settled by arbitration in the City of Boston in the Commonwealth of Massachusetts in accordance with the commercial arbitration rules of the American Arbitration Association.

The parties hereby irrevocably waive any and all rights to resolve a dispute in a manner which is contrary to the provisions of this Clause. The parties shall at all times conduct themselves in strict, full, complete, and timely accordance with the terms of this Clause and all attempts to circumvent the terms of this Clause shall be absolutely null and void and of no force or effect whatsoever.

The Arbitrator(s) shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The parties will submit discovery schedules to the Arbitrator(s) at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator(s). The Arbitrator(s) shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries or testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised so as to limit the scope of discovery to the amount of discovery which the Arbitrator(s) determines to be reasonable under the circumstances.

The parties may offer such evidence as is relevant to the dispute. The Arbitrator(s) shall be the judge of relevance and materiality.

The Arbitrator(s) shall issue the award as soon as reasonably possible following the conclusion of the arbitration hearing, but in no event later than thirty (30) days after the conclusion of the arbitration hearing. The Arbitrator's award shall be based on the evidence introduced at the hearing including all logical and reasonable inferences therefrom. The Arbitrator(s) may make any determination, and/or grant any remedy or relief that is just and equitable; provided, however, in no event may the Arbitrator(s) award punitive damages.

The Arbitrator may award costs, including, without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator(s) in the Arbitrator(s) discretion. The Arbitrator's fee and costs shall be paid by the non-prevailing party as determined by the Arbitrator(s) in his discretion. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of dispute is the closer to that adopted by the Arbitrator.

The award shall be conclusive and binding. This Clause shall be specifically enforceable and judgment upon the award rendered and may be entered in any court, state or federal, having jurisdiction of the parties. The award of the Arbitrators shall be a condition precedent to any legal action in conformity with M.G.L. c.251.

43. **BROKERAGE**

Buddy Carp, Squizzero, Carp & Associates, is the broker for this transaction only and the broker's fee shall be paid under a separate Agreement by Chris Lianos and Lianos Liquors, Inc.

44. **GUARANTEE**

See Exhibit B attached hereto.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and common seals as the date first above written.

Landlord:

HEFFERNAN ASSOCIATES NOMINEE TRUST

By: Elizabeth Heffernan

Title:

Tenant:

By:

Exhibit "A"

EXTENSION OPTION

If this Lease is in full force and effect, the Tenant shall have two (2) option to extend the term of this Lease, provided written notice of the election of such option shall be sent by Tenant to Landlord and received by landlord at least six (6) months prior to the expiration of the initial term of this Lease. All rent shall be payable on the first day of each and every month in advance during the term, without offset, deduction or demand. It shall be a condition of the validity of the exercise of such option that Tenant, at the time required herein for the exercise of said option, and upon the commencement of the option period, shall not be in default under this Lease. If said option is duly exercised, the term of this Lease shall be automatically extended without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in the Lease, except that the basic rent for and with respect to the option of extension shall be the market rent determined as set forth herein.

The first option shall be to extend for a further term of five (5) years, at Fair Market Value, which shall not be less than the rent paid in Year Ten (10)

The second option shall be to extend for a further term of five (5) years, at Fair Market Value, which shall not be less than the rent paid in Year Fifteen (15)

Whenever the term "market rent" is required to be determined under this Lease, the term shall mean the market rate rent chargeable for first-class retail space in Needham, Massachusetts area (notwithstanding any other use of the Premises which may be permitted hereunder) and shall be determined as follows:

(a) By no earlier than two hundred ten (210) days and no later than one hundred fifty (150) days preceding the last day set forth in this Lease for the Tenant to give notice of its election to extend the term of this Lease, the Tenant shall send a written request to Landlord requesting Landlord's determination of the "market rent" for the Premises for and with respect to the five (5) year extension period. Within thirty (30) days after such request, Landlord shall notify Tenant ("Landlord's Notice") of Landlord's determination of the "market rent" for such purpose (the "Determined Market Rent"). The Tenant's written request to Landlord for a determination of market rent, as set forth above, shall not be deemed to be the Tenant's exercise of its right to extend the term of this Lease.

(b) If the Tenant disagrees with the Determined Market Rent as being the "market rent" for the Premises for the extension period, the Tenant shall have the right to initiate a proceeding hereunder for the determination for such "market rent" by, within ten (10) days after Landlord's Notice, giving written notice thereof to Landlord which notice shall also appoint a real estate appraiser who is a designated member in good standing of either the Society of Real Estate Appraisers or the American Business Appraisers with at least five (5) years, full-time commercial appraisal experience for the purpose of establishing such "market rent" by a market

survey in the Needham, Massachusetts area. Within ten (10) days after receipt by the Landlord of such notice, the Landlord shall, by notice to the Tenant appoint a real estate appraiser, with the same minimum qualifications set forth in the preceding sentence, to determine jointly with the Tenant's appraiser such "market rent". If within thirty (30) days after the second appraiser has been appointed, the two designated appraisers are unable to agree upon such "market rent", they shall elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days after expiration of the aforesaid 30-day period. If the two appraisers are not able to agree upon such third appraiser within the aforesaid ten (10) day period, either appraiser may request the office of the American Arbitration Association located nearest to Needham, Massachusetts to designate a third appraiser willing so to act and an appraiser so appointed shall, for all purposes, have the same standing and powers as though he had been seasonably appointed by the appraisers first appointed. In the case of the inability or refusal to serve of any person designated as an appraiser, or in case any appraiser for any reason ceases to be such, an appraiser, to fill such vacancy, meeting the minimum qualifications stated above, shall be promptly appointed by Landlord, the Tenant, the appraiser first appointed by the Landlord, the appraiser first appointed by the Tenant, or said office of the American Arbitration Association, as the case may be, whichever made the original appointment, or, if the person who continues to act, or the Landlord, or the Tenant may apply to said office of the American Arbitration Association to fill such vacancy with an appraiser meeting the minimum qualifications stated above, and any appraiser so appointed to fill such vacancy shall have the same standing and powers as though originally appointed. The resulting board of appraisers shall, forthwith upon their appointment (i) hear the parties to this Lease and their witnesses, (ii) examine the records relating to the premises, the market surveys and such other documents and records as may, in their judgment, be necessary and (iii) determine the "market rent" of the Premises for such purposes.

The costs, other than counsel fees, of such appraisal shall be borne equally by the parties. Any determination by a majority of the members of the board of appraisers shall be final and binding upon the parties, but if a majority of the members of the board of appraisers are unable to agree upon a determination, the determination of such third appraiser shall be binding upon the parties. Upon determining such market rent and after computing the price as set forth above, the board of appraisers shall promptly notify the parties in writing of such determination. If any party shall fail to appear at the hearings appointed by the appraisers, the appraisers may act in the absence of such party.

The determination of the board of appraisers (or third appraiser, as appropriate) made in accordance with the foregoing provisions shall be final and binding upon the parties, such determination may be entered as an award in arbitration in a court of competent jurisdiction, and judgment thereon may be entered.

(c) Upon the determination of such "market rent" the Landlord shall use such in the calculation of the Basic Rent as set forth in this Lease. If, for any reason, the decision of the appraiser or the appraisers pursuant to this Exhibit shall not be determined before the commencement of the extension period, then the Tenant shall continue to pay Basic Annual Rent in monthly installments at the rate in effect immediately prior to the commencement of such extension period until such decision of the appraiser(s) shall be made, and upon the decision by the appraiser(s) an appropriate adjustment shall be made, retroactive to the first day of such extension.

Exhibit "B"

GUARANTEE OF LEASE

Landlord: Heffernan Associates Nominee Trust
Tenant:
Lease: Lease dated _____
Guarantor: Viralkumar Patel
Date:

Tenant wishes to enter into the Lease with Landlord. Landlord is unwilling to enter into the Lease unless Guarantors assure Landlord of the full performance of Tenant's obligations under the Lease. Understanding the Lease and this Guarantee after an opportunity to review with counsel and other advisors of its choice, Guarantors are willing to do so.

Accordingly, in order to induce Landlord to enter into the Lease with Tenant, and for good and valuable consideration, receipt and adequacy of which are acknowledged with the Guarantors including without limitation, the benefits that Guarantors will derive from Tenant's entry into the Lease:

1. Guarantors, for themselves, their successors and assigns, irrevocably, absolutely, and unconditionally guarantee to Landlord, and the successors and assigns of Landlord, Tenant's full and punctual performance of its obligations under the Lease, including without limitation the payment of Rent and other charges due under the Lease, and not merely collection of Rent and other charges. Guarantors waive notice of any breach or default by Tenant under the Lease. If Tenant defaults in the performance of any of its obligations under the Lease, upon Landlord's demand, Guarantors will perform Tenant's obligations under the Lease.
2. Any act of Landlord, or the successor or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter related to or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, or any delay or failure by Landlord in enforcing the Lease or a compromise of amounts due under the Lease, may be done without notice to Guarantors and without affecting the obligations of Guarantors under this Guaranty.
3. The obligations of Guarantors under this Guaranty will not be affected by Landlord's receipt, application or release of security given for the performance of Tenant's obligations under the Lease, nor by any assignment, sublease, or modification of the Lease, including without limitation the alteration, enlargement or change of the Premises described in the Lease, except that in any case of any such modification, the liability of

the Guarantors will be deemed modified in accordance with the terms of any such modification, or the termination of the Lease after an Event of Default, or an acceptance of a surrender of the Premises. Landlord's request for Guarantors' consent to any actions described in this Guaranty will not mean that Guarantors' consent is required to that action or any other action described in this Guaranty in order to continue the guaranty in effect.

4. The liability of the Guarantors under this Guaranty will not be affected by (a) the release or discharge of Tenant from its obligations under the Lease in any creditors', receivership, bankruptcy, or other proceeding, or the commencement or pendency of any such proceeding; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future bankruptcy code or other statute, or from the decision on any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) Tenant's assignment or transfer of the Lease or sublease of all or part of the Premises described in the Lease; (e) any disability or other defense of Tenant or the invalidity of the Lease for any reason; or (f) the cessation from any cause whatsoever of the liability of Tenant under the Lease.
5. Until all of the Tenant's obligations under the Lease are fully performed, Guarantors: (a) waives any right of subrogation against Tenant by reason of any payments or acts of performance by Guarantors, in compliance with the obligations of Guarantors under this Guaranty; (b) waives by other right that Guarantors may have against Tenant by reason of any one or more payments or acts in compliance with the obligation of Guarantors under this Guaranty; and (c) subordinates any liability or indebtedness of Tenant held by Guarantors to the obligations of Tenant to Landlord under the Lease.
6. This Guaranty will apply to the Lease, any extension or renewal of the Lease, and any holdover term following the term of the Lease, or any such extension or renewal.
7. Except as set forth in it, this Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by the Guarantors and Landlord. The Guarantors' liability under this Lease will end only upon full performance and payment of Tenant's obligations under this Lease.
8. Guarantors are primarily obligated under the Lease. Landlord may, at its option, proceed against Guarantors without proceeding against Tenant or anyone else obligated under the Lease or a guaranty of the Lease or against any security for any of Tenant's or Guarantors' obligations.
9. Guarantors will pay on demand the reasonable attorneys' fees and costs incurred by Landlord, or its successors and assigns in connection with the enforcement of this Guaranty.

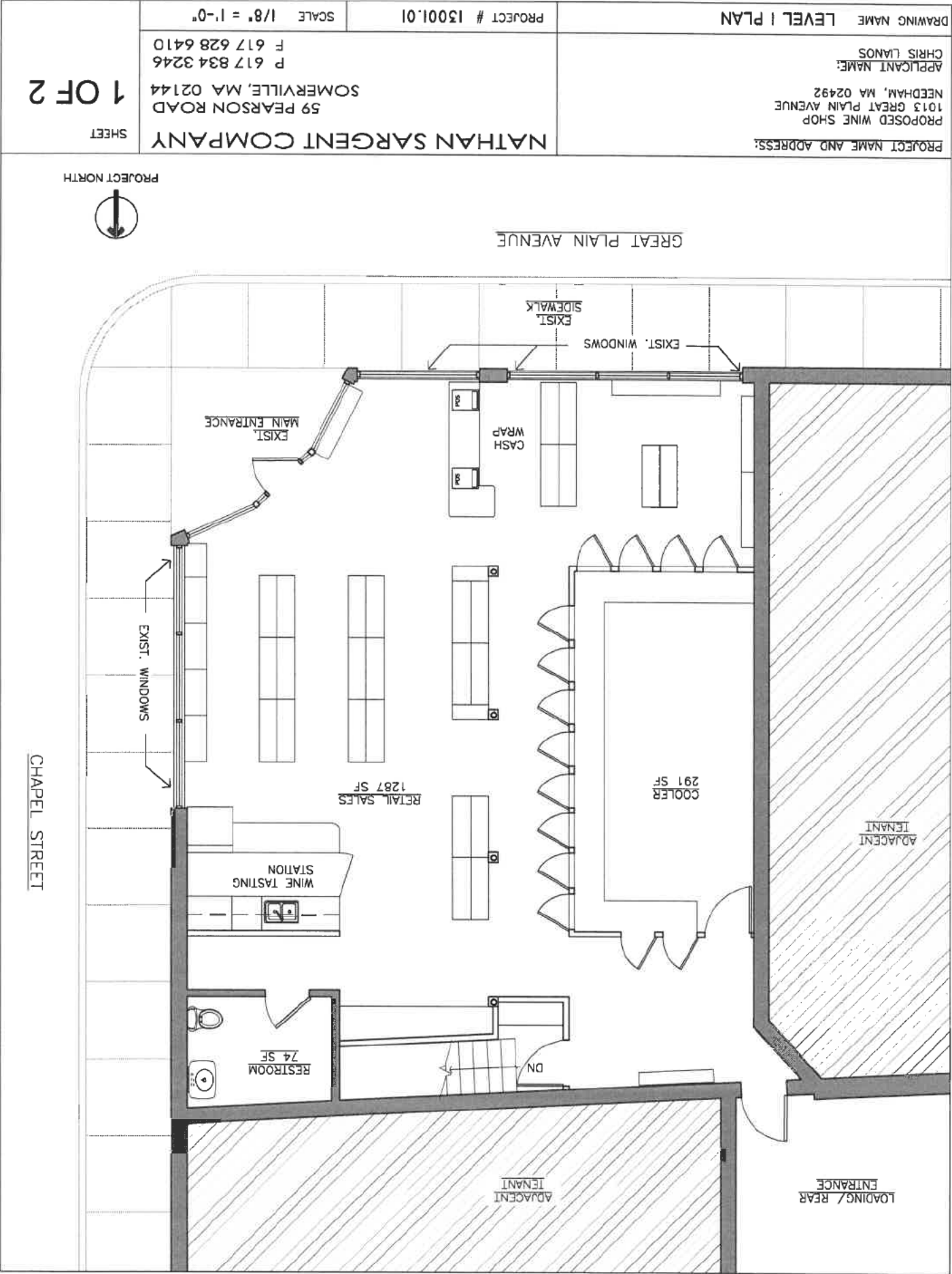
10. Guarantors irrevocably appoint Tenant as their agent for service of process related to this Guaranty. Guarantors consents to the exclusive jurisdiction of the Commonwealth of Massachusetts. GUARANTORS WAIVES TRIAL BY JURY OF ANY MATTER ARISING OUT OF THIS GUARANTY.

Guarantors have executed this Guaranty as a sealed instrument this _____ day of _____, 2022.

Guarantors:

By:

By:



DRAWING NAME BASEMENT PLAN

PROJECT # 13001.01

SCALE 1/8" = 1'-0"

APPLICANT NAME:
CHRIS LIANOS

PROPOSED WINE SHOP
1013 GREAT PLAIN AVENUE
NEEDHAM, MA 02492

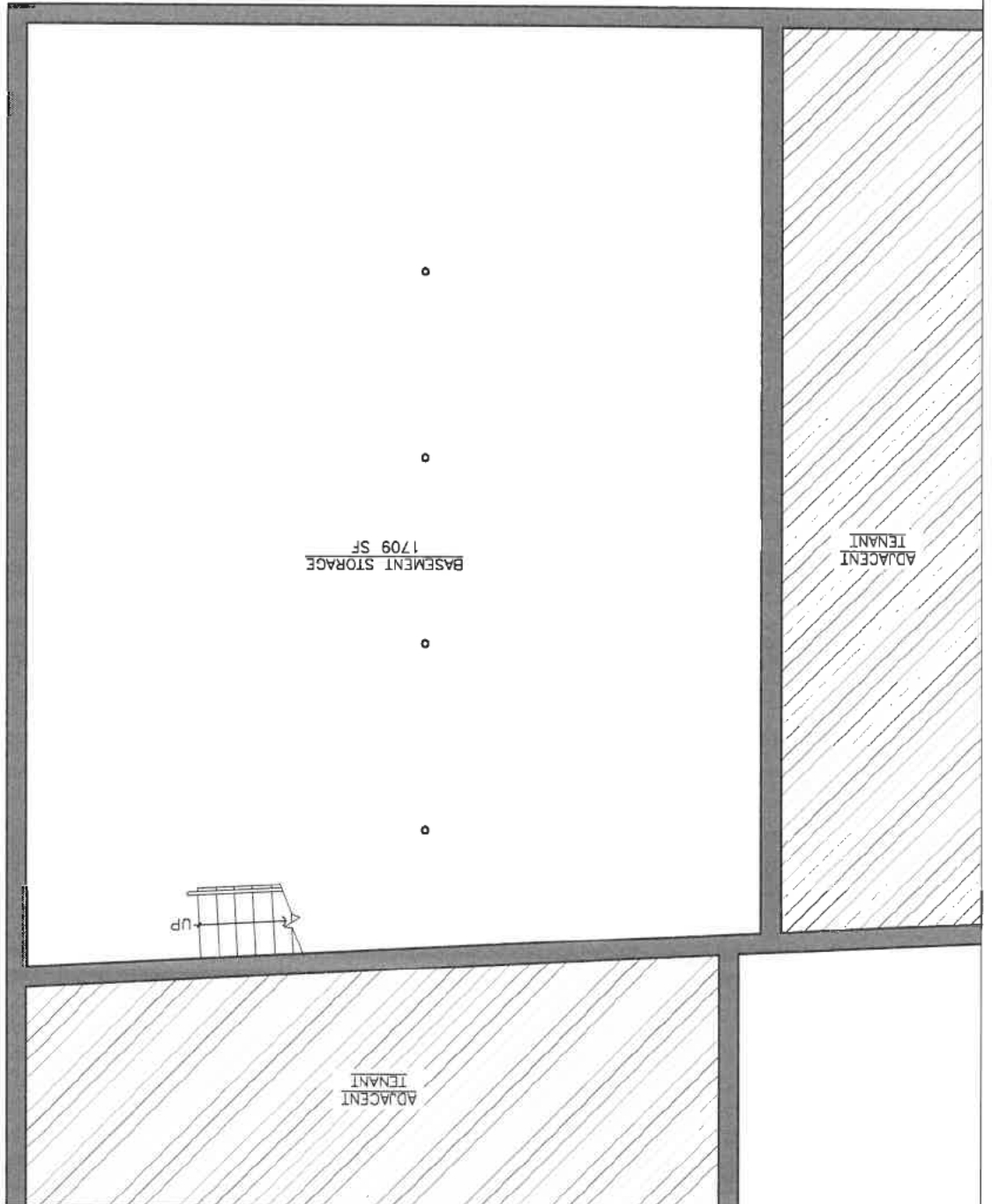
PROJECT NAME AND ADDRESS:

NATHAN SARGENT COMPANY
59 PEARSON ROAD
SOMERVILLE, MA 02144
P 617 834 3246
F 617 628 6410

2 OF 2

SHEET

PROJECT NORTH





**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		Sales by	
	Median	COD		Age		Median	COD		Median	COD		Median	COD	
	0.98	4.42	CY 09	Quartile # 1	1869-1950	0.92	6.40	Quartile # 1	600-1059 K	0.94	4.84	Quartile # 1	600-1059 K	
	0.99	3.44	CY 10	Quartile # 2	1951-1969	0.91	6.58	Quartile # 2	1060-1370 K	0.90	6.59	Quartile # 2	1060-1370 K	
	0.99	4.57	CY 11	Quartile # 3	1970-2013	0.95	6.58	Quartile # 3	1377-1835 K	0.92	7.61	Quartile # 3	1377-1835 K	
	0.99	4.58	CY 12	Quartile # 4	2014-2021	1.00	4.37	Quartile # 4	1844-4020 K	0.99	4.65	Quartile # 4	1844-4020 K	
	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 +	33 Sales	0.99	4.78	Superior +	33 Sales	
	0.96	5.06	CY 18	Quartile # 2	.23-.25 Ac	0.95	5.59	Superior	42 Sales	1.00	4.03	Superior	42 Sales	
	0.96	5.01	CY 19	Quartile # 3	.26-.35 Ac	0.95	7.29	Superior -	25 Sales	0.98	4.78	Superior -	25 Sales	
	0.95	4.85	CY 20	Quartile # 4	.36-9.92 Ac	0.95	6.41	Excellent	38 Sales	0.95	5.11	Excellent	38 Sales	
	0.94	6.59	CY 21					V.Good-Exc	16 Sales	0.92	6.38	V.Good-Exc	16 Sales	
								Very Good	29 Sales	0.86	6.55	Very Good	29 Sales	
								Good-V.Good	30 Sales	0.92	6.05	Good-V.Good	30 Sales	
								Good	49 Sales	0.92	5.35	Good	49 Sales	
Sales by NBHD	Median	COD				Median	COD			Median	COD			
	101	0.97	5.26	Quartile # 1	1/4-4/30	0.98	5.92	Avg-Good	37 Sales	0.92	4.71	Avg-Good	37 Sales	
	102	0.97	6.43	Quartile # 2	5/5-6/30	0.94	5.35	Average	6 Sales	0.98	7.27	Average	6 Sales	
	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

Industrial

\$63,601

Personal Property

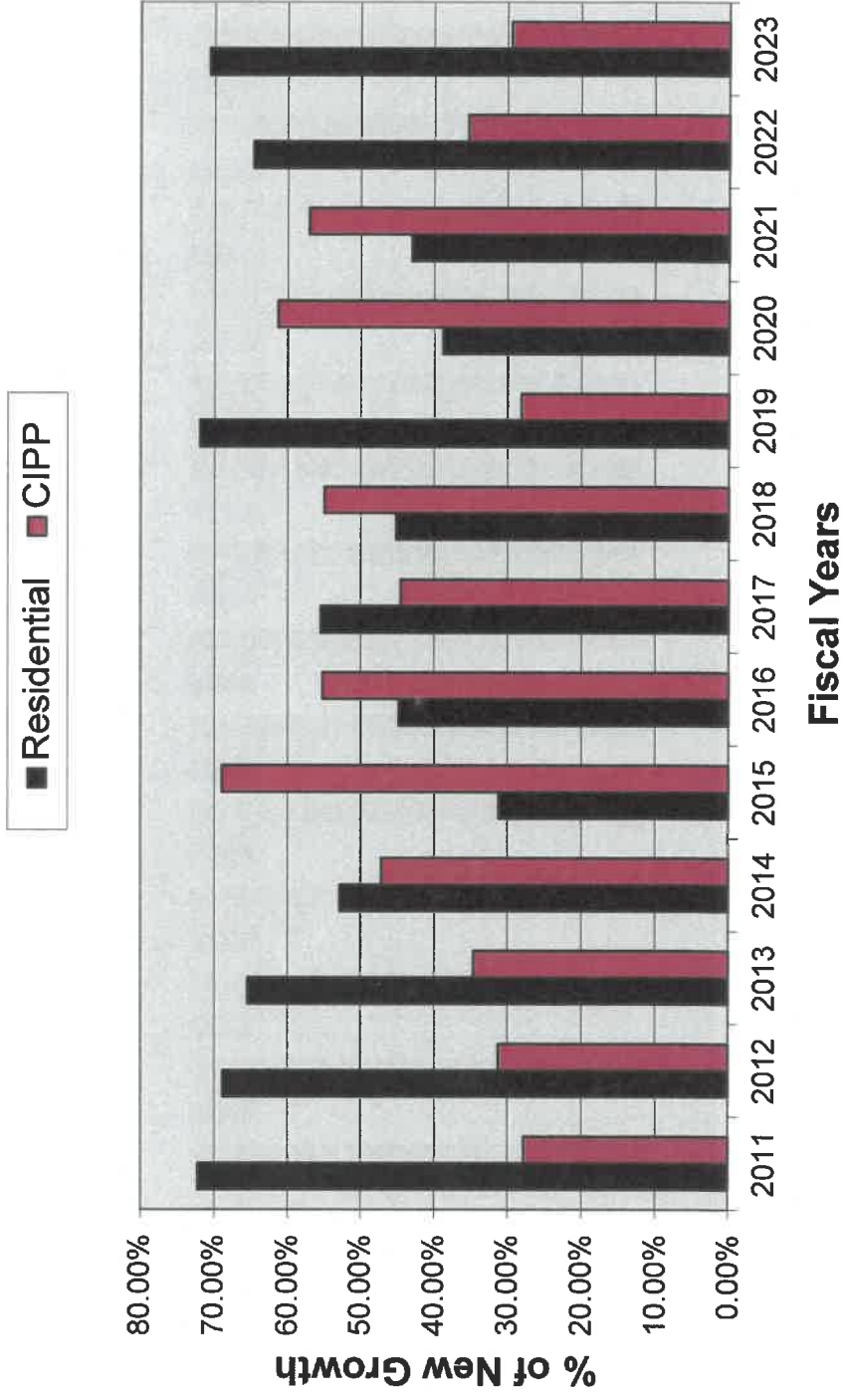
\$1,207,092

Total C.I.P.P.

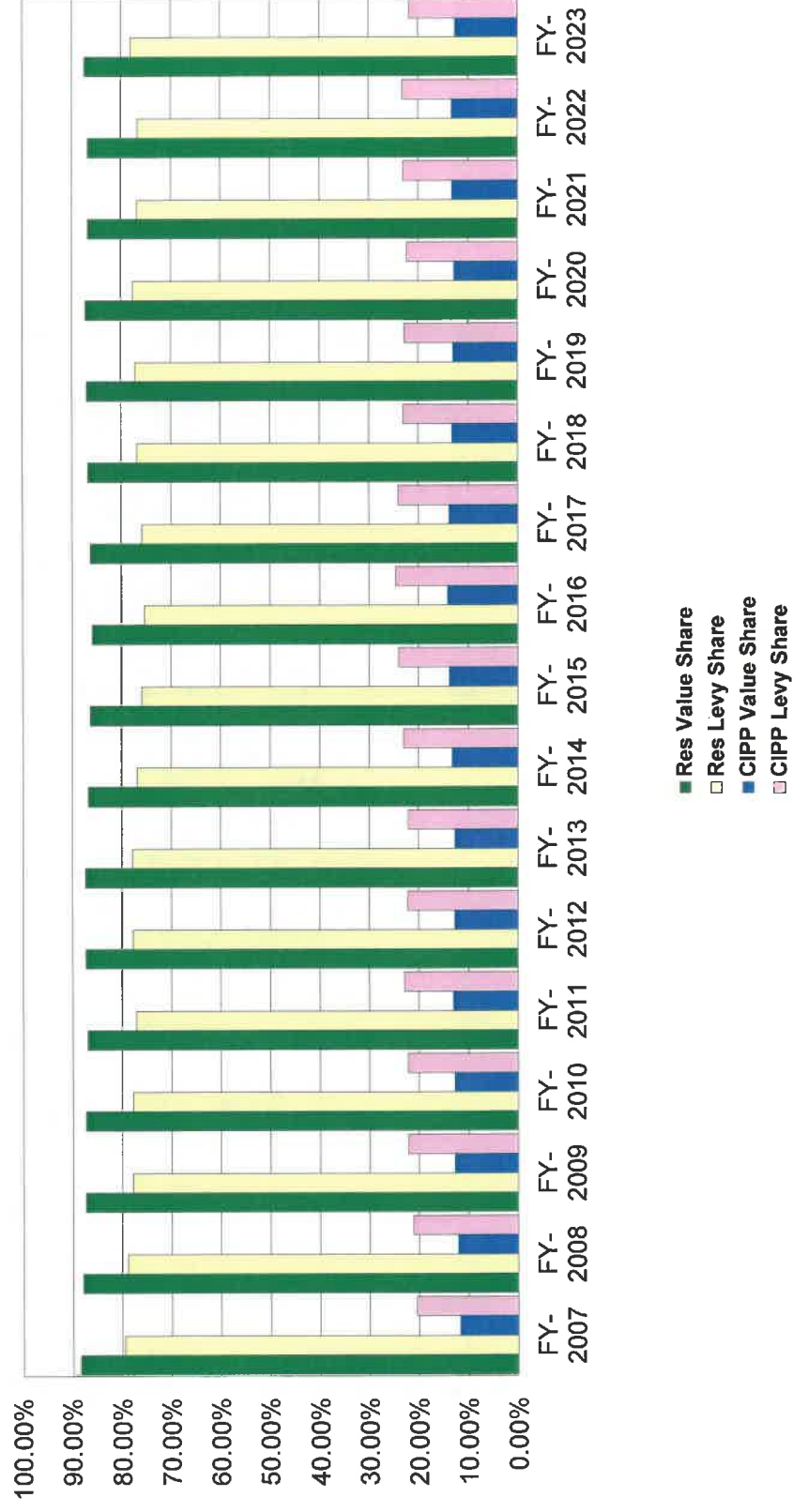
\$1,791,165

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

Residential vs.CIPP Growth FY 23

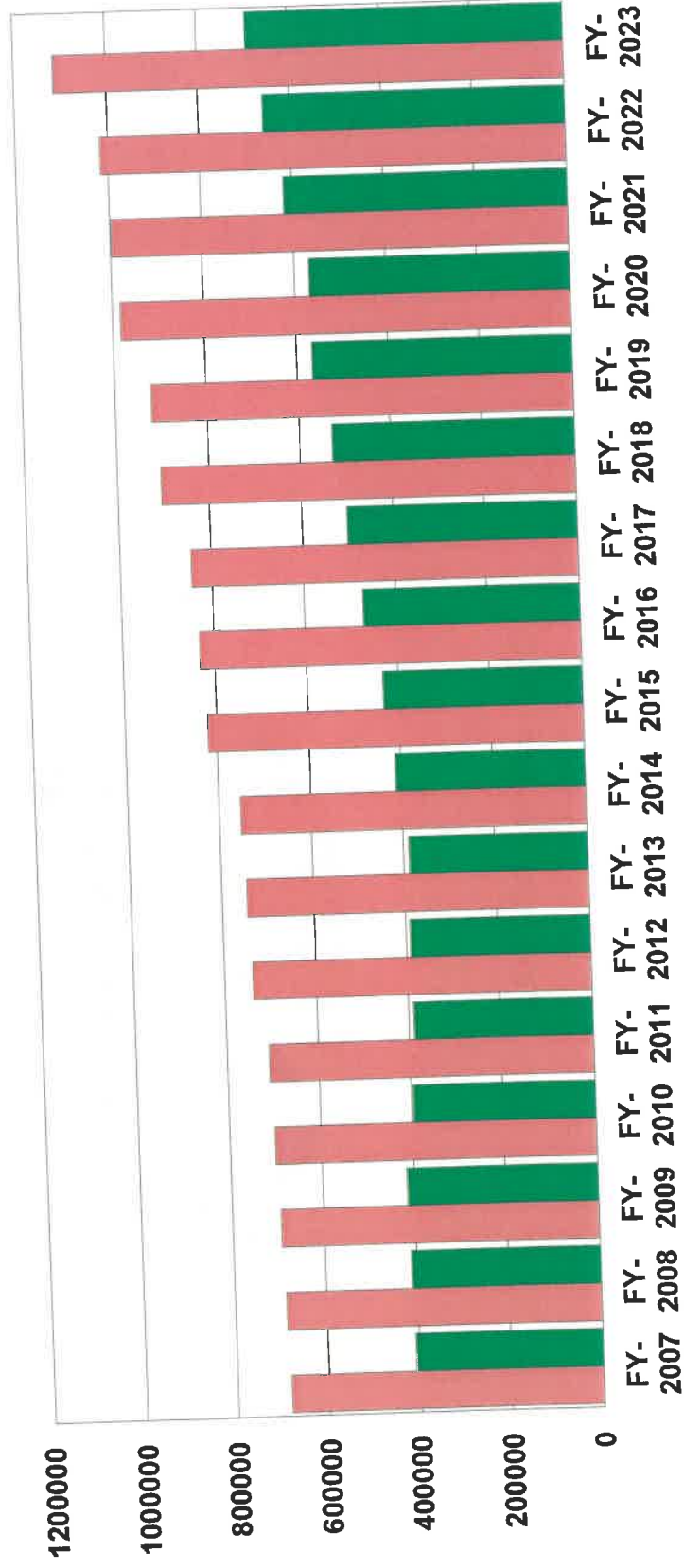


Value vs Levy Share

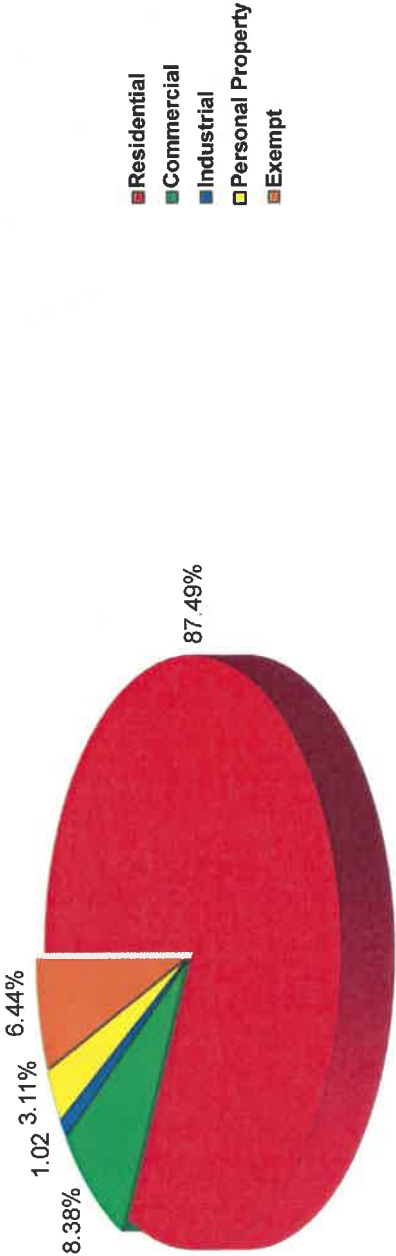


Average Valuation History FY 23

■ 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 %	Res # of Eligible Parcels	0.000000	Res Parcel Count	0	# of Eligible Parcels	Total Value of Eligible Parcels	Comm Exemption %	Total C & I Value	0
Open Space	0	0.0000	87.4917	Res Exemption %	0.0000	Res Value Exempted	0	Comm Exemption %	0.0000		1,151,557,337	0
Commercial	1,026,136,613	8.3781		Res Exemption %	0.0000	Res Value Exempted	0					
Industrial	125,420,724	1.0240	C I P %	Senior # Eligible Parcels	0	Senior Value Exempted	0					
Personal Property	380,448,340	3.1062	12.5083	Senior Value Exempted	0	Senior Value Exempted	0					
Total	12,247,868,326	100.0000		Total Res Value of Exemption	10715862649	ENTER CIP SHIFT RANGE						
ENTER A LEVY (ESTIMATED)				Shift Range	1.01	1.75						
Levy	178,882,443			Shift Increment %	1.00	1.00						
Single TaxRate	14.61			Max Shift Allowed	1.75	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.

Note: This table should be used for planning purposes only. Actual calculations may differ slightly due to rounding. * Of actual uncertainty by Company																	
Share Percentages																	
CIP Shift	Res Factor	Res SP	OS SP	Comm SP	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	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	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	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	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	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	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	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	15.92	15.92	15.92
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	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	178,882,433	14.40	0.00	16.07	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	178,882,432	14.38	0.00	16.21	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	20.15

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:

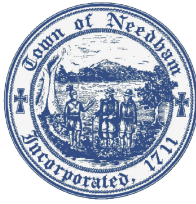
The Town Manager will cause notices of all committee vacancies and requests for applications to be posted on the Town website and to be transmitted to local newspapers, unless unusual circumstances require otherwise. The Town's website will include a general volunteer opportunity solicitation form. In 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

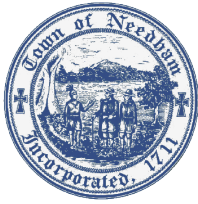
R = Resubmitted

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

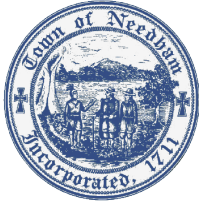
Approved: _____

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

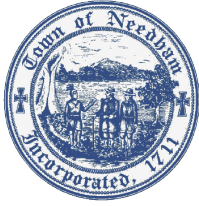


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

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	

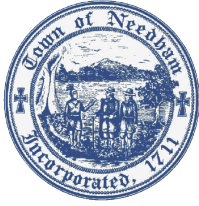


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

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.

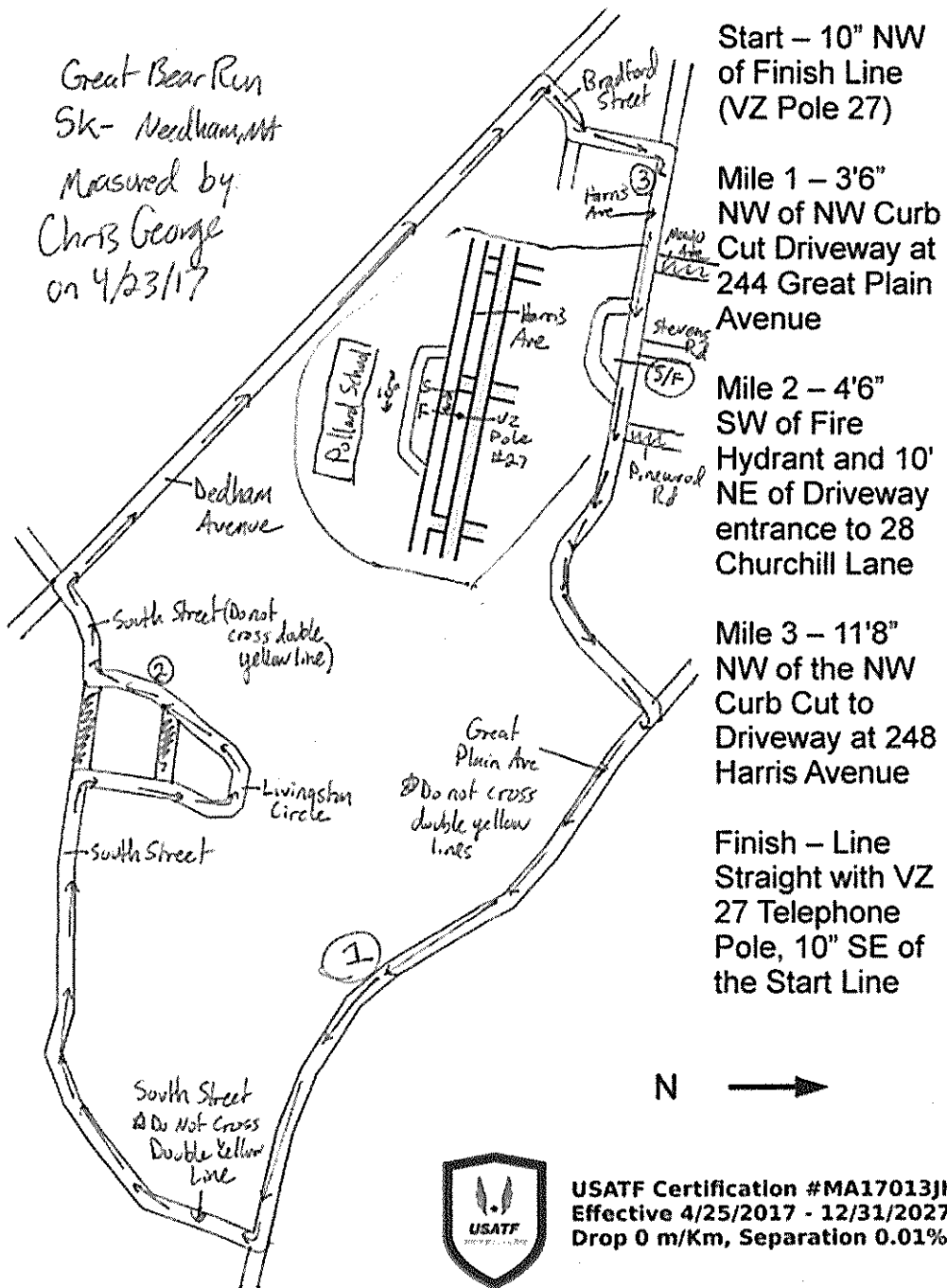
This certification expires on December 31 in the year 2027

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:



USATF Certification #MA17013JK
Effective 4/25/2017 - 12/31/2027
Drop 0 m/Km, Separation 0.01%