

BOARD OF SELECTMEN

October 9, 2018

Needham Town Hall

Agenda

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

	6:00	Executive Session Exception 3- Potential Litigation
	6:45	Informal Meeting with Citizens <i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i>
1.	7:00	Public Hearing: Eversource Energy Grant of Location- Fair Oaks Park Maureen Carroll, Eversource Energy Representative
2.	7:00	Public Hearing: Lighttower Fiber Networks Grant of Location- 2 nd Avenue - Robert Walls, Lighttower Fiber Networks Representative - Bill Conway, Axis Engineering Representative
3.	7:00	Liquor Hearing Change of Manager and Transfer of License- Residence Inn - Najwa Murphy, Proposed Manager - Jennifer Ioli, Attorney
4.	7:00	Public Hearing for the removal of (1) Public Shade Tree at 195 Harris Avenue, Needham MA. Ed Olsen, Parks & Forestry Superintendent
5.	7:15	Public Hearing School Use Regulations
6.	8:00	Town Manager - Approve Memoranda of Agreement - Town Meeting Preparation
7.	8:15	Board Discussion Committee Reports

CONSENT AGENDA *=Backup attached

1.	Accept the following donation made to the Needham Community Revitalization Trust Fund: \$1000 from New Year's Needham Inc.
2.*	Approve a Special One Day Wines & Malt Beverages License for Maxwell Sparr of Trip Advisor who is hosting an event "Anaplan User Happy Hour" on Wednesday, October 10, 2018 from 5:00 p.m. to 6:00 p.m. The event will be held at Trip Advisor, 400 First Avenue, Needham.
3.*	Water & Sewer Abatement Order #1262

4.*	Approve Open Session minutes from 9/5/2018, 9/11/2018, 9/17/2018, 9/25/2018, and 10/1/2018; approve Executive Session minutes from 9/11/2018.				
5.	Grant permission for the following residents to hold block parties:				
Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Jill Cotter	15 Holland St.	Holland St.	10/14/18	10/21/18	4pm-7pm
Anne McCaffrey	107 Hoover Rd	Hoover Rd btwn Manning & Webster	10/20/18	N/A	3pm-7:30pm
John Diaz	114 Richdale Rd	Richdale Rd	10/27/18	10/28/18	2pm-10pm



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/09/2018

Agenda Item	Public Hearing: Eversource Energy Grant of Location – Fair Oaks Park
Presenter(s)	Maureen Carroll, Eversource Energy Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 34 feet of conduit in Fair Oaks Park. This work is necessary to provide new underground electric service at 9 Fair Oaks Park, Needham. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<u>Suggested Motion:</u> Move that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 34 feet of conduit in Fair Oaks Park. This work is necessary to provide new underground electric service at 9 Fair Oaks Park, Needham.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below) a. Grant of Location Petition Review Sheet from DPW b. Letter of Application c. Petition d. Order e. Petition Plan f. Notice Sent to Abutters g. List of Abutters	

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

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

TO: Nikki Witham, Selectmen Office

FROM: Judy Laffey, DPW Office

DATE: 9/27/18

RE: 9 Fair Oaks Park - GOL w.o. # 2281533

For Selectmen Meeting of Oct. 9, 2018

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 9-25-18

REVIEWER: RWW.

SITE LOCATION: #7 FAIR OAKS PARK

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only

Peer Review _____

☒ B Work Within Paved Road Perpendicular Crossing

Peer Review _____

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

Peer Review OK 7/27/18 Div. Head Review ΔCD 9/27

D Other

Peer Review _____ Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☒ Diameter of Conduit 3"

☐ Cables Transferred to New Pole N/A

☒ Depth of Conduit

☒ New Riser on Pole No

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road

☐ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head B. B. Meron

COMMENTS:

NO TRENCHING, NO RISER ON POLE AS OF 9-25-18.

*mailed abutter notices 9/28/18

September 21, 2018

Board of Selectmen
Town Hall
1471 Highland Avenue
Needham, MA 02192

#9
RE: Fair Oaks Park
Needham, MA
W/O #2281533

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 34 feet of conduit in Fair Oaks Park.

The reason for this work is to provide underground electric service to 9 Fair Oaks Park.

If you have any further questions, contact Maureen Carroll at (781) 314-5053.
Your prompt attention to this matter would be greatly appreciated.

Very truly yours,



Kelly-Ann Correia, Supervisor
Rights and Permits

KAC/kj
Attachments

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **A. Debenedictis Dated September 4, 2018** and filed herewith, under the following public way or ways of said Town:

Fair Oaks Park - Westerly from pole 16/2, approximately 102 feet south of Kingsbury Street, a distance of 34 ± feet of conduit

W/O #2281533

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**



By: _____
Kelly-Ann Correia, Supervisor
Rights & Permits

Dated this 21st day of September

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2018

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

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

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

Fair Oaks Park - Westerly from pole 16/2, approximately 102 feet south of Kingsbury Street, a distance of 34 ± feet of conduit

W/O #2281533

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

1. Conduits and manholes shall be located as shown on the plan made by **A. Debenedictis, Dated September 4, 2018** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

1 2 3 4 5		Board of Selectmen the Town of NEEDHAM
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CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____, 2018 at _____ in said Town.

1 2 3 4 5		Board of Selectmen the Town of NEEDHAM
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CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **NEEDHAM**, Massachusetts, duly adopted on the _____ day of _____, 2018 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

N:\SHARED-001345-022\IMAGES\BASELINES\NEE-FAIROAKS.dwg

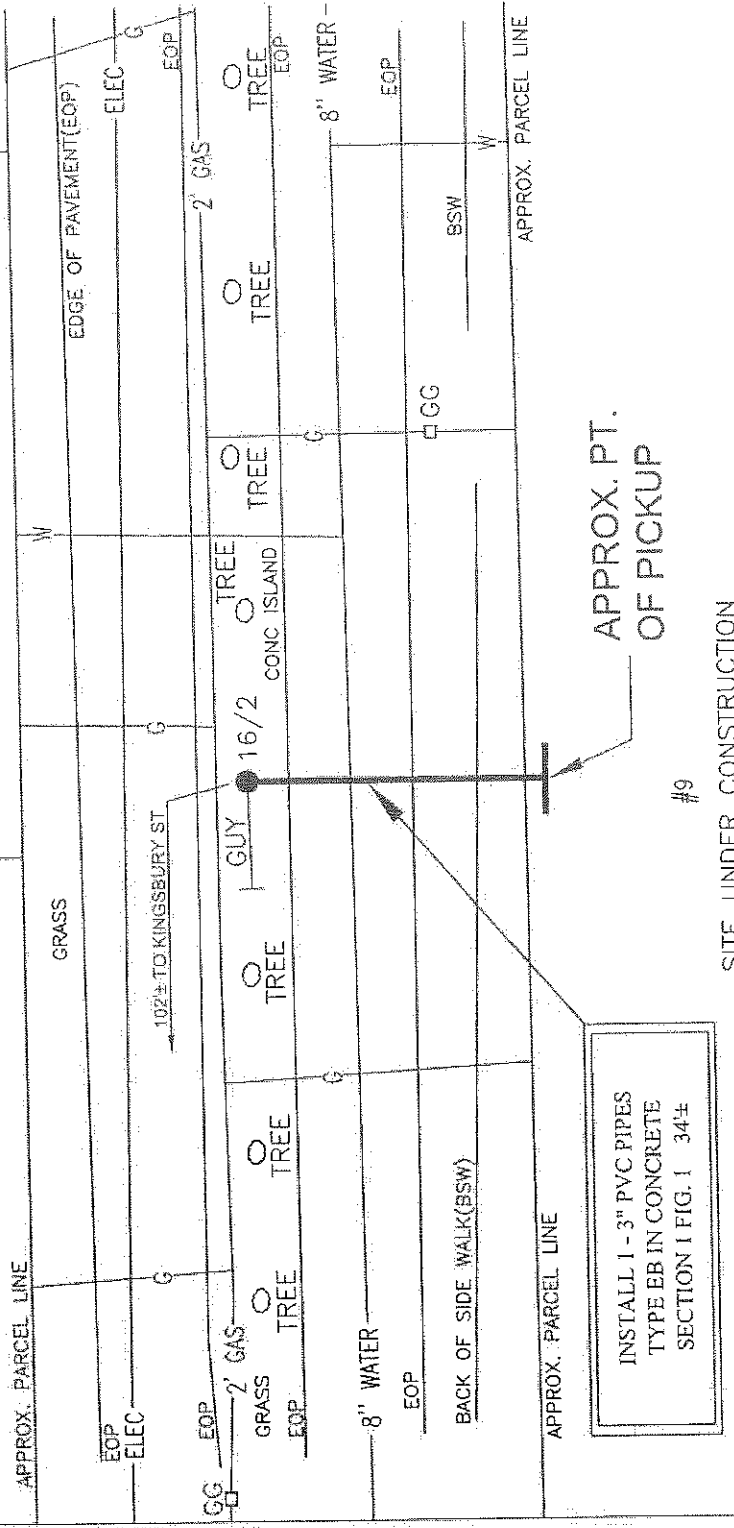
#4

#8

FAIR OAKS PK

APPROX. PARCEL LINE

APPROX. PARCEL LINE



INSTALL 1 - 3" PVC PIPES
TYPE EB IN CONCRETE
SECTION I FIG. 1 34"±

SITE UNDER CONSTRUCTION

#9

APPROX. PT.
OF PICKUP

BACK OF SIDE WALK (BSW)

APPROX. PARCEL LINE

APPROX. PARCEL LINE

GRASS

W

EDGE OF PAVEMENT (EOP)

ELEC

EOP

2' GAS

16/2 CONC ISLAND

TREE

GUY

8" WATER

EOP

BSW

W

APPROX. PARCEL LINE

EOP

TREE

2' GAS

16/2 CONC ISLAND

TREE

GUY

8" WATER

EOP

BSW

W

APPROX. PARCEL LINE

EOP

TREE

2' GAS

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TREE

GUY

8" WATER

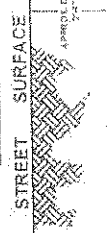
EOP

BSW

W



SECTION - 1



SECTION OF PROPOSED LINE
1-IRON PIPE OR
1-PVC CONDUIT (SCL 40)
OR 1-FIBRE DUCT

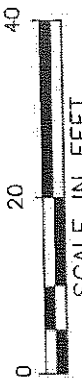
FIGURE - 1

DIMENSIONS									
FIG	1	2	3	4	5	6	7	8	9
1	10'	10'	10'	10'	10'	10'	10'	10'	10'
2	10'	10'	10'	10'	10'	10'	10'	10'	10'
3	10'	10'	10'	10'	10'	10'	10'	10'	10'
4	10'	10'	10'	10'	10'	10'	10'	10'	10'
5	10'	10'	10'	10'	10'	10'	10'	10'	10'
6	10'	10'	10'	10'	10'	10'	10'	10'	10'
7	10'	10'	10'	10'	10'	10'	10'	10'	10'
8	10'	10'	10'	10'	10'	10'	10'	10'	10'
9	10'	10'	10'	10'	10'	10'	10'	10'	10'
10	10'	10'	10'	10'	10'	10'	10'	10'	10'
11	10'	10'	10'	10'	10'	10'	10'	10'	10'
12	10'	10'	10'	10'	10'	10'	10'	10'	10'
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18	10'	10'	10'	10'	10'	10'	10'	10'	10'
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22	10'	10'	10'	10'	10'	10'	10'	10'	10'
23	10'	10'	10'	10'	10'	10'	10'	10'	10'
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26	10'	10'	10'	10'	10'	10'	10'	10'	10'
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73	10'	10'	10'	10'	10'	10'	10'	10'	10'
74	10'	10'	10'	10'	10'	10'	10'	10'	10'
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81	10'	10'	10'	10'	10'	10'	10'	10'	10'
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88	10'	10'	10'	10'	10'	10'	10'	10'	10'
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94	10'	10'	10'	10'	10'	10'	10'	10'	10'
95	10'	10'	10'	10'	10'	10'	10'	10'	10'
96	10'	10'	10'	10'	10'	10'	10'	10'	10'
97	10'	10'	10'	10'	10'	10'	10'	10'	10'
98	10'	10'	10'	10'	10'	10'	10'	10'	10'
99	10'	10'	10'	10'	10'	10'	10'	10'	10'
100	10'	10'	10'	10'	10'	10'	10'	10'	10'

INSTAR EVERSOURCE
1168 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

C#
Ward #
Work Order # 2281533
Surveyed by: GC/BP
Research by: SC
Plotted by: GC
Proposed Structures: LM
Approved: A DEBENEDICTIS
P#

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT THE WARRANTY OF ANY
KIND, EXPRESS OR IMPLIED, IS GIVEN ONLY WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. THE
COMPANY, INSTAR EVERSOURCE, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, FOR THE
HANDSHAKE OR ANY OTHER INFORMATION. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION
ONLY. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED IN ANY MANNER THAT COULD BE
CONSIDERED A VIOLATION OF ANY LAW OR REGULATION. THE INFORMATION CONTAINED
HEREIN IS NOT TO BE USED IN ANY MANNER THAT COULD BE CONSIDERED A VIOLATION OF ANY
LAW OR REGULATION. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED IN ANY
MANNER THAT COULD BE CONSIDERED A VIOLATION OF ANY LAW OR REGULATION.

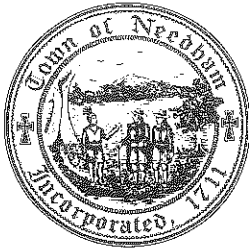


SCALE IN FEET

MASS LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Showing PROPOSED CONDUIT LOCATION
Scale 1"=20'
SHEET 1 of 1
Date 09/04/2018



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on October 9, 2018** upon petition of Eversource Energy dated **September 21, 2018** to install approximately 34 feet of conduit in Fair Oaks Park. The work is necessary to provide underground electric service to 9 Fair Oaks Park, Needham.

A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Eversource Energy representative, Maureen Carroll, at 781-314-5053.

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

BOARD OF SELECTMEN

Dated: September 28, 2018

9 FAIR OAKS PARK

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
BASSETT, MARTHA A. &	UDELSON, JAMES E.	4 FAIR OAKS PK	NEEDHAM	MA	02492	1990490007000000	4 FAIR OAKS PK
CANTOR, MARIA & ARTHUR	C/O CANTOR, MARIA	43 KINGSBURY ST	NEEDHAM	MA	02492	1992260001700000	43 KINGSBURY ST
DESROCHES, JOAN C. TR.	C/O ROSOFSKY, ELI G. & KELLY A.	33 KINGSBURY ST	NEEDHAM	MA	02492	1992260001600000	33 KINGSBURY ST
JOSEPH, JONATHAN P &	JOSEPH, CHRISTINA R	16 FAIR OAKS PK	NEEDHAM	MA	02492	1990490008700000	16 FAIR OAKS PK
SIMON, AVIS JANE		7 FAIR OAKS PK	NEEDHAM	MA	02492	1990530003300000	7 FAIR OAKS PK
HEARN, ROBERT J.	GOSS, HEATHER M.	25 FAIR OAKS PK	NEEDHAM	MA	02492	1990530003600000	25 FAIR OAKS PK
GOSS, DAVID M. &	RASHAP, NANCY	8 FAIR OAKS PK	NEEDHAM	MA	02492	1990490008600000	8 FAIR OAKS PK
RASHAP, IRA +	BELLINGER, JULIA A. MATTHEWS	24 FAIR OAKS PK	NEEDHAM	MA	02492	1990490007100000	24 FAIR OAKS PK
BELLINGER, DAVID C. &	JULIAN, DEIRDRE M.	19 FAIR OAKS PK	NEEDHAM	MA	02492	1990530003400000	19 FAIR OAKS PK
JULIAN, JAMES R. JR. &		46 KINGSBURY ST	NEEDHAM	MA	02492	19905300033200000	46 KINGSBURY ST

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



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/09/2018

Agenda Item	Public Hearing- Lighttower Fiber Networks: 254 Second Avenue
Presenter(s)	Robert Walls, Lighttower Fiber Networks representative Bill Conway, Axis Engineering representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED Lighttower Fiber Networks requests permission to lay and maintain underground conduit, with cables placed therein under the surface of the following public way or private ways: 1) install approximately 40 feet of (1) 4 inch PVC communication conduit from existing Electric MH#28549 northeasterly on Second Avenue to the private property line of 254 Second Avenue. The conduit will be installed by Lighttower and will serve to provide telecommunication service to the business at 254 Second Avenue, Needham from the existing Lighttower network. The Department of Public Works has approved this petition, based on Lighttower Fiber Network's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN <u>Suggested Motion:</u> Move that the Board of Selectmen approve and sign a petition from Lighttower Fiber Networks to lay and maintain underground conduit, with cables placed therein under the surface of the following public way or private ways: 1) install approximately 40 feet of (1) 4 inch PVC communication conduit from existing Electric MH#28549 northeasterly on Second Avenue to the private property line of 254 Second Avenue. The conduit will be installed by Lighttower and will serve to provide telecommunication service to the business at 254 Second Avenue, Needham from the existing Lighttower network.
3.	BACK UP INFORMATION ATTACHED (Describe backup below) a. Grant of Location Petition Review Sheet from DPW b. Letter of Application c. Order d. Petition Plan e. Notice Sent to Abutters f. List of Abutters

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

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

TO: Nikki Witham, Selectmen Office

FROM: Judy Laffey, DPW Office

DATE: 9/27/18

RE: 254 Second Ave - Lighttower

For Selectmen Meeting of Oct. 9, 2018

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

* re-submitting
↳ on-hold for now.

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 9-27-18

REVIEWER: B.W.N.

SITE LOCATION: #254 SECOND AVE.

UTILITY REQUESTING: LIGHTTOWER FIBER NETWORKS

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only

Peer Review _____

☒ B Work Within Paved Road Perpendicular Crossing

Peer Review THRU 9/27/18 O.K.

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

Peer Review _____ Div. Head Review _____

D Other

Peer Review _____ Div. Head Review _____

☐ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☒ Diameter of Conduit 4"

☐ Cables Transferred to New Pole N/A

☒ Depth of Conduit 2'

☐ New Riser on Pole N/A

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk

☒ Crossing Perpendicular to Road

☐ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head Richard G. Merriam

COMMENTS:

No TRENCH PATCH ^{VISIBLE} AS OF 9-27-18



September 25, 2018

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

RE: Grant of Location Fiber Optic Cable Installation
254 Second Avenue, Needham, MA

Dear Member of the Board of Selectmen:

Lighttower Fiber Networks, LLC respectfully submits the enclosed documents for proposed work at 254 Second Avenue for review and approval by the Board of Selectmen. The project involves the installation of approximately 40 feet of (1) 4 inch PVC communication conduit from existing Electric MH#28549 northeasterly on Second Avenue to the private property line of 254 Second Avenue. The conduit will be installed by Lighttower and will serve to provide telecommunication service to the business at 254 Second Avenue from the existing Lighttower Network.

As requested by the Board, for consideration of the grant of location for the conduit placement, please find enclosed three (3) copies of the "Proposed Conduit Installation 254 Second Ave (A St) in Needham, MA" for your review.

If you have any questions or concerns, please feel free to contact me at (508)-769-2924.

Regards,

Bob Walls

Bob Walls
Fiber Construction Engineer

PETITION OF
LIGHTOWER FIBER NETWORKS LLC,
FOR LOCATION OF CONDUIT

September 25, 2018

To the Board of Selectmen of the Town of Needham, MA:

The undersigned respectfully petitions

That permission be granted to Lightower Fiber Networks, LLC of 80 Central Street, Boxborough, MA 01719, for lead company status to install approximately 40 feet of (1) 4 inch PVC communication conduit on Second Avenue from Electric MH # 28549 northeasterly to the private property line of 254 Second Avenue. The proposed conduit installation is indicated on the attached plan "Proposed Conduit Installation at 254 Second Ave (A St) in Needham, MA" Said plan has been placed on file at the office of the Board of Selectmen. The purpose of the proposed installation is to provide telecommunication service for the business located at 254 Second Avenue.

LIGHTOWER FIBER NETWORKS, LLC

Petitioner: Bob Walls, Fiber Construction Engineer

Signature: Bob Walls

Address: 80 Central Street

Boxborough, MA 01719

Telephone: (508)-769-2924

Signature: _____

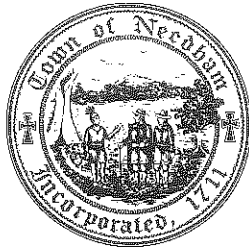
Board of Selectmen, Chair



PROPOSED CONDUIT INSTALLATION
AT
254 SECOND AVE (A ST)
IN
NEEDHAM, MA

INDEX OF DRAWING

SHT NO.	DESCRIPTION
01	PROPOSED PLAN



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on October 9, 2018** upon petition of Lighttower Fiber Networks dated **September 25, 2018** to install approximately 40 feet of (1) 4 inch PVC communication conduit from existing Electric MH#28549 northeasterly on Second Avenue to the building at 254 Second Avenue.

The conduit will be installed by Lighttower and will serve to provide telecommunication service to the business at 254 Second Avenue, Needham from the Lighttower network.

A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Lighttower Fiber Networks representative, Bob Walls at 508-769-2924.

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

BOARD OF SELECTMEN

Dated: October 1, 2018

254 SECOND AVENUE

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
EPSTEIN, RICHARD W. & 15-FOUR REALTY LLC TOWN OF NEEDHAM	EPSTEIN, JANICE S. C/O ELIZABETH CACCIATORE PARK & REC-HOOD PARK GLEKEL, MARINA Z.	75 HIGHLAND TERR 61 DRABBINGTON WY 1471 HIGHLAND AVE 81 HIGHLAND TERR 14 HIGHVIEW ST BOX 920757	NEEDHAM WESTON NEEDHAM NEEDHAM NEEDHAM HTS NEEDHAM	MA MA MA MA MA MA	02494 02493 02492 02494 02494 02492	1990730005900000 1993000002300000 1990730003000000 1990730000100000 1990730003200000 1993000003700000	75 HIGHLAND TERR 15 FOURTH AVE 0 HIGHLAND TERR 81 HIGHLAND TERR 14 HIGHVIEW ST 206 A ST
ECLIPSE REALTY MANAGEMENT, LLC. NEEDHAM RESIDENTIAL LLC ASHTON REALTY CORP, TR LOFTS AT CHARLES RIVER LANDING, LLC 150A #1 LIMITED PARTNERSHIP GCP SECOND AVENUE LLC MCKEE, RYAN KENT & CHU, SAMSON &	ATTN: SCOTT OSBORNE C/O TOLL BROTHERS ASHLAND TECHNOLOGY TRUST C/O PROPERTY TAX DEPARTMENT MCKEE, TONYA SWEET LIN, LIH WEN	250 GIBALTAR RD 60 WELLS AVE STE 100 1745 SHEA CENTER DR. STE 200 100 GALEN ST SUITE 301 303 CONGRESS ST - 5TH FLOOR 18 HIGHVIEW ST 6 HIGHVIEW ST	HORSHAM NEWTON HIGHLANDS RANCH WATERTOWN BOSTON NEEDHAM NEEDHAM	PA MA CO MA MA MA MA	19044 02459 80129 02472 02210 02494 02494	1993000007500000 1993000003800000 1993000002400000 1993000003500000 1993000002600000 1990730003100000 1990730003300000	275 SECOND AVE 152 SECOND AVE 300 SECOND AVE 130 A ST 254 SECOND AVE 18 HIGHVIEW ST 6 HIGHVIEW ST

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



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/09/2018

Agenda Item	Public Hearing – Transfer of All Alcoholic Beverages License Needham 365 Bev, LLC located at 80 B Street
Presenter(s)	Jennifer Ioli, Attorney Najwa Murphy, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Ms. Ioli will be presenting a request for a transfer of license to sell All Alcoholic Beverages as a hotel located at 80 B Street from Colwen Management, Inc. d/b/a Residence Inn to Needham 365 Bev, LLC, whose proposed manager is Najwa Murphy. The premise has 5,340 sq. ft., on the first floor. Proposed occupancy is 60 persons with 28 seated in the bar. There are two entrances and exits. The proposed manager, Najwa Murphy, previous experience has been in the hotel management field for approximately 17 years.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Suggested Motions: (A) That the Board of Selectmen approve the application for a transfer of All Alcohol License under the Town of Needham Rules and Regulations Applicable To The Sale of Alcoholic Beverages in Hotels to Needham 365 Bev, LLC, Najway Murphy, Manager, and to forward the approved Alcohol License application to the ABCC for approval; and (B) That the Board of Selectmen approve the application for a Common Victualler License.	
3.	BACK UP INFORMATION ATTACHED
1) Retail Application 2) Beneficial Interest Forms 3) Vote of Corporate Board 4) Articles of Incorporation 5) Food & Beverage Lease Agreement 6) Membership Interest Purchase Agreement 7) Floorplan 8) Legal Notice 9) Common Victualler Application (to be furnished at meeting) Confidential and other supporting documentation required by the ABCC on file in Office of the Town Manager.	

MEMO TO FILE

5/23/18

SXC Holdings LLC has a ground lease to the property known as 80 B Street and owns the building. The owners of SXC Holdings LLC are selling their interests in it to LVP RI Needham Holding Corp.

LVP RI Needham Holding Corp. presently has the lease to operate the liquor operation at 80 B Street. In turn, it is leasing the operation out to Needham 365 Bev, LLC.

Needham 365 Bev, LLC is applying for a liquor license at that location.

~~Howard Gerhardt~~ *NATWA MURPHY*
Howard Gerhardt is the manager of 365 Management Company, LLC.
365 Management Company LLC is the 100% owner of Needham 365 Bev, LLC.

Attorney Ioli advises me that they are seeking the information to complete the financial information requested in Section 9 of the application and will supplement it when they have it. I informed her that the town would hold the application until the information was complete.

DST

ALL-

this application seemed confusing to me with so many different co names. I asked Dave ToBirn to review & he provided this explanation for file. Hope you find it helpful.

Sandy
10-5-18



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Needham 365 Bev, LLC

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer or the transfer of an existing license?

If transferring, please indicate the current ABCC license number you are seeking to obtain:

00035-HT-0770

If applying for a new license, are you applying for this license pursuant to special legislation?

If transferring, by what method is the license being transferred?

Purchase

☐ Yes ☐ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

On/Off-Premises

On-Premises

City/Town

Needham

TYPE

§12 Hotel

CATEGORY

All Alcoholic Beverages

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Jennifer

Middle: L

Last Name: Ioli

Title: Attorney

Primary Phone: 617-646-2182

Email: jlioli@sherin.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a [Beneficial Interest Contact - Individual](#) form.

B. All entities listed below are required to complete a [Beneficial Interest Contact - Organization](#) form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a [CORI Release Form](#).

Name	Title / Position	% Owned	Other Beneficial Interest
365 Management Company, LLC	LLC Member	100	
Navin C. Dimond	LLC Member	100	Owns 100% of Above Entity

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
SBCO Investment Manager, LLC	LLC Manager	0	

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the 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.

Floor Number	Square Footage	Number of Rooms
1	5,340	

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

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

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

Landlord Phone

Landlord Address

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.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Needham 365 Bev, LLC	FEIN:	82-4304830
DBA:	Residence Inn by Marriott Needham	Fax Number:	
Primary Phone:	781-444-5750	Email:	shanebrink@sbcos.com
Alternative Phone:		Legal Structure of Entity	LLC

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	9100	Street Name:	East Panorama Drive #300
City/Town:	Centennial	State:	Colorado
Zip Code:	80112	Country:	USA

Mailing Address

☐ Check here if your Mailing Address is the same as your Premises Address

Street Number:	9100	Street Name:	East Panorama Drive #300
City/Town:	Centennial	State:	Colorado
Zip Code:	80112	Country:	USA

Is the Entity a Massachusetts Corporation?

☐ Yes ☒ No

If no, is the Entity registered to do business in Massachusetts?

☒ Yes ☐ No

If no, state of incorporation

Delaware

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
None				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
 If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

☐ Officer	☐ Sole Proprietor
☐ Stockholder	☐ LLC Manager
☐ LLC Member	☐ Director
☐ Partner	☐ Landlord
☐ Contractual	☐ Revenue Sharing
☐ Management Agreement	☐ Other

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

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
Please see attached				

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

NAJWA MURPHY

31 Kalmia Road
Holbrook, MA 02343
najwamurphy@yahoo.com
617-763-9448

EMPLOYMENT

S & H Hospitality Management 2017 – Present

July 2107 – Present Fairfield Inn & Suites Walpole, MA

Hotel Statistics: 108 room newly built limited service property

GENERAL MANAGER

- Collaborated with ownership group, brand representatives & contractors to successfully open Marriott's newest property in the market.
- Selected and developed an outstanding hospitality minded team to not only meet but exceed guest expectations.
- Consistently gained market share during first 6 months of operation in a market that had increased supply of 200+ rooms.
- Managed on-going profitability of hotels, ensuring revenue and guest satisfaction targets are met and exceeded.

Hersha Hospitality Management (HHM) 2007 – 2017

July 2016 – March 2017 Residence Inn Marriott/ Springhill Suites, Mystic/Waterford, CT

Hotel Statistics: 128 room extended stay property and 80 room limited service property

AREA GENERAL MANAGER

- Transitioned newly acquisitioned hotels to HHM portfolio
- Ensured full compliance of hotel operating controls, SOP's, policies, procedures, and service standards.
- Responsible for the preparation, presentation, and subsequent achievement of the hotel's Annual Operating budget, Marketing and Sales Plan, and Capital Budget..
- Provided leadership and strategic planning to all departments in support of our service culture, maximized operations and guest satisfaction.

August 2010 – July 2016 Residence Inn by Marriott, Norwood, MA

Hotel Statistics: 96 room extended stay property. Total revenue \$4.5 million.

GENERAL MANAGER

- Maintained award winning customer service through 2016 by hiring, training, developing dedicated and efficient team members.
- 15% RevPar growth year over year 2014 & 2015
- Maintain top 10% company associate opinion survey
- Consistently maintaining scores in the top 25% of brand guest satisfaction.
- HHM Guest Satisfaction Award 2014 & 2015 for top GSS score within perspective brand.
- Maintained GREEN brand audits, internal audit and risk management audits annually.
- Nominated People leader of the year 2013 & 2015, 2016

July 2007 – August 2010 Hampton Inn & Suites

Smithfield, RI

Hotel Statistics: 101 room limited service property with a 700 square foot meeting facility. Total revenue \$2.2 million.

GENERAL MANAGER

- Opened newly constructed hotel property April 2008.

- Hired, trained and developed hotel personnel that are focused on excellence and guest services.
- Implemented operational policies & procedures to maintain quality and consistency.
- Successfully ramped up hotel in a weak market during a recession by building strong community relationships, local corporations and banquet and meetings.

Peabody Hotel Group

August 2006 – July 2007

Holiday Inn

Newton, MA

Hotel Statistics: 220 room property with 7400 sq. ft. of meeting space and a full service 100 seat dining room serving breakfast, lunch, and dinner. Room occupancy of 66% with a total volume of \$3.7 million.

DIRECTOR, FOOD & BEVERAGE

- Hired, trained and developed food and beverage personnel.
- Managed menu planning and development for restaurant and banquet facilities.
- Implemented marketing, advertising and promotions for restaurant, lounge and banquet facilities.
- Provided special attention and training to food quality, service, cleanliness, sanitation And safety procedures.

Midland Hotel group

2001 – August 2006

Holiday Inn

Dedham, MA

Hotel Statistics: 200 room property with 8900 sq. ft. of meeting space and a 70 seat dining room serving breakfast only. Leased an upscale Asian restaurant. Room occupancy of 59% with a total volume of \$5 million with \$1.5 million in food & beverage revenue.

DIRECTOR, SALES & CATERING

- Managed, trained and developed a crew of twenty sales, marketing and catering professionals to achieve their optimum productivity.
- Developed a marketing plan for the sales department that identified opportunities which increased our market shares in room and food and beverage revenues.
- Managed and maintained corporate customer account with special emphasis on a special business relationship that generated repeat and loyal guests.
- Developed outside sales methods to cultivate new corporate and leisure travelers to increase rooms and food and beverage revenues.

ACCOMPLISHMENTS

- Marriott – Top 8% of Fairfield Brand Guest Satisfaction Surveys January – Present 2018
- HHM – Excellence in Guest Satisfaction Winner 2013 & 2014
- HHM – AOS Top performer 2013
- Marriott - Silver Guest Satisfaction Winner 2013
- HHM – Excellence in Revenue Performance Winner 2011

EDUCATION

1983 - 1985

Quincy College

Quincy, MA

- 2 years of Hotel and Restaurant Management

SKILLS & TRAINING

- Exceptional knowledge of all Microsoft Office programs
- Exceptional communication and organizational skills
- American Hotel/Motel Association – Certified Food & Beverage Executive
- ServSafe Certification
- CPR Certified

AFFILIATIONS

- Neponset Valley Chamber of Commerce Board Member
- South Shore Chamber of Commerce
- South Shore Women's Business Network
- Greater Boston Visitor's & Convention bureau
- Northern Rhode Island Chamber of Commerce Board Member
- Blackstone Valley Tourism Council Board Member
- Providence/Warwick Visitors & Convention Bureau
- Smithfield Advisory Committee

REFERENCES

- Available upon request

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on August 12, 2018
provided by Health Communications, Inc.
is hereby granted to:

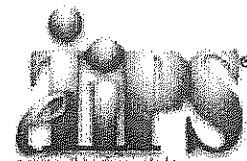
Najwa Murphy

Certification to be sent to:

**Residence Inn, Stonebridge
80 B St
Needham MA, 02494-2702 USA**



HEALTH COMMUNICATIONS, INC.



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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

Land: \$3,165,750

A. Purchase Price for Building/ land	34,942,196
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	815,859
D. Purchase Price of Inventory	0
E. Initial Start-Up Costs	0
F. Other (Please specify) FF&E	1,710,720
G. Total Cost (Add lines A-F)	40,634,525

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Note: Financial information came from Applicant's landlord and is not independently verified by Applicant. Total:

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Total:	

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Western Alliance Bank		None known	
Total:			

10. PLEDGE INFORMATION

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

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? ☐ Yes ☐ No

Does the lease require a pledge of this license? ☐ Yes ☐ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: 365 Management Company, LLC FEIN: 45-4212438

Primary Phone: 303-663-8600 Fax Number: N/A

Alternative Phone: N/A Email: shanebrink@sbcos.com

Business Address

Street Number: 9100 Street Name: East Panorama Drive #300

City/Town: Centennial State: Colorado

Zip Code: 80112 Country: USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☒ Direct ☐ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

100

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Residence Inn Watertown	\$12 On Premises	INN17-1	570 Arsenal St., Watertown, MA

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

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

LVP RI Needham Holdings LLC
1985 Cedar Bridge Avenue, Suite 1
Lakewood, New Jersey 08701

April 27, 2018

SXC Needham Inn LLC
1985 Cedar Bridge Avenue, Suite 1
Lakewood, New Jersey 08701

Re: Residence Inn by Marriott – Needham; 80 B Street, Needham, Massachusetts (the
“Hotel”)

Ladies and Gentlemen:

This letter acknowledges and confirms that pursuant to Section 2.6 of that certain Membership Interest Purchase Agreement dated as of December 5, 2017 (the “**Agreement**”), LVP RI Needham Holdings LLC, a Delaware limited liability company, has designated Needham 365 Bev, LLC, a Delaware limited liability company, as the entity that will hold the liquor license for the Hotel.

Thanks for your assistance.

Sincerely,

LVP RI NEEDHAM HOLDINGS LLC

By: 

Name: Joseph E. Teichman
Title: Executive Vice President

Navin Dimond holds a direct or indirect interest in the following liquor licensed establishments:

ALASKA	HOTEL	ADDRESS	LICENSE #	EXPIRATION
Apple Nine Hospitality Mgt, Inc.	Embassy Suites Anchorage	600 East Benson Blvd Anchorage AK	4774	12/31/2018
CALIFORNIA				
Chapman Suites, LLC	Homewood Suites Garden Grove	12005 Harbor Blvd, Garden Grove CA 92840	369152	10/31/2018
Summit Hotel TRS 129, LLC	Homewood Suites Aliso Viejo	110 Vantis Drive Aliso Viejo CA 92656	562208	7/31/2018
Garden Grove Lodging, LLC	Hilton Garden Inn Garden Grove	11777 Harbor Blvd, Garden Grove CA 92840	354470	8/31/2018
Summit Hotel TRS 114, LLC	Doubletree Hotel Brisbane	5000 Sierra Point Parkway, Brisbane CA 94005	543464	5/31/2018
Summit Hotel TRS 115, LLC	Four Points Airport South	264 South Airport Rd, South San Francisco CA 94080	541724	2/28/2018
COLORADO				
104-39 Stay, LLC	Country Inn & Suites DIA	4343 Airport Way, Denver CO 802	30-86589	12/7/2018
Apple Ten Services Denver, Inc.	Hilton Garden Inn Denver	1400 Welton Street Denver CO 80202	47-06737	8/1/2018
Boyd Lake Lodging, LLC	Residence Inn Loveland	5450 McWhinney Blvd Loveland CO 80538	42-30044	5/18/2018
CBD Denver Suites, LLC	Renaissance Denver Downtown	918 17th Street Denver CO 80202	47-01915	1/6/2019
Cherry Creek Lodging, LLC	Hilton Garden Inn Cherry Creek	600 South Colorado Blvd Glendale CO 80236	42-50473	8/29/2018
CBD Denver Hotel Operator, Inc.	Homewood Suites Denver Conv Ctr	550 15th Street Denver CO 80202	47-03399	12/16/2018
DIA HIFS, LLC	Holiday Inn & Suites DIA	6900 Tower Road Denver CO 80246	47-01709	11/26/2018
DIA Loft, LLC	aloft Denver International Airport	16470 East 40th Circle Aurora CO 80011	42-59851	7/22/2018
Gateway RI, LLC	Residence Inn Denver Airport	16490 East 40th Circle Aurora CO 80011	42-24656	4/11/2018
Grand Conjunction, LLC	Doubletree Grand Junction	743 Horizon Drive Grand Junction CO 81506	41-88774	4/20/2018
Mountain Rising Development, LLC	Barry's Spot	27175 Main Street # 200 Conifer CO 80433	47-06009	3/8/2018
Orchard Lodging, LLC	Doubletree DTC	7801 E Orchard Rd Greenwood Village CO 80111	42-08023	9/25/2018
Sonley Lodging, LLC	Residence Inn Cherry Creek	670 South Colorado Blvd Glendale CO 80236	47-00425	12/12/2018
Sopris Lodging, LLC	Courtyard Glenwood Springs	105 Wulfsohn Rd Glenwood Springs CO 81601	42-76853	1/12/2019
Sopris Suites, LLC	Residence Inn Glenwood Springs	125 Wulfsohn Rd Glenwood Springs CO 81601	42-76851	1/12/2019
Stonetar Lodging, LLC	Courtyard Denver Cherry Creek	1475 South Colorado Blvd Denver CO 80222	41-87588	3/20/2018
Summit TRS 131, LLC	Boulder Marriott	2660 Canyon Blvd Boulder CO 80302	30-49388	12/31/2018
DISTRICT OF COLUMBIA				
Hotel Beverage Company, LLC	Residence Inn DC Ballpark	1233 First Street SE, Washington DC 20003	105592	5/31/2018
MASSACHUSETTS				
BP Watertown Hotel, LLC	Residence Inn Watertown	570 Arsenal Street, Watertown MA	CV 17-98/INN 17-1	12/31/2018
NEW YORK				
365 Management Company, LLC	Courtyard Times Square West	307 West 37th Street New York NY 10018	811399	4/30/2019
TEXAS				
Hotel Beverage Company, LLC	Embassy Suites Austin Central	5901 I35 Austin TX 72110	MB925256	10/28/2018
WASHINGTON				
365 Management Company, LLC	Seattle Hilton	1301 6th Avenue Seattle WA 98101	357370	7/31/2018
Stonebridge Companies	Residence Inn Pullman	1255 NE North Fairway Rd Pullman WA 99163	417569	2/28/2019
Stonebridge Companies	Courtyard Pullman	1295 NE North Fairway Rd Pullman WA 99163	424068	2/28/2019
Stonebridge Companies	Residence Inn Seattle	815 Terry Avenue Seattle WA 98101	425351	2/28/2019
WEST VIRGINIA				
Minsyr-Oxbridge, LLC	Marriott Morgantown at Waterfront Place	2 Waterfront Place Morgantown WV 26501	31A312014695	6/30/2018
VIRGINIA				
Roanoke Lodging, LLC	Sheraton Hotel & Conference Center	2801 Hershberger Road NW, Roanoke VA 24017	40691	11/30/2018

Indirect Interest

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Mr.	First Name	Navin	Middle Name	C	Last Name	Dimond	Suffix	
Title:	Owner		Social Security Number				Date of Birth		
Primary Phone:	303-663-8600		Email:		shanebrink@sbcos.com				
Mobile Phone:	N/A		Fax Number		N/A				
Alternative Phone:	N/A								

Business Address

Street Number:	9100	Street Name:	East Panorama Drive #300
City/Town:	Centennial	State:	Colorado
Zip Code:	80112	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Types of Interest (select all that apply)

- | | | | |
|--|---|--|--------------------------------------|
| ☐ Contractual | ☐ Director | ☐ Landlord | ☐ LLC Manager |
| ☒ LLC Member | ☐ Management Agreement | ☐ Officer | |
| ☐ Partner | ☐ Revenue Sharing | ☐ Sole Proprietor | ☐ Stockholder |
| | | | ☐ Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
365 Management Company, LLC	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Residence Inn Watertown	§12 On Premises	INN17-1	570 Arsenal St., Watertown, MA

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
N/A			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

**MEMBER'S CERTIFICATE
OF
NEEDHAM 365 BEV, LLC**

I, Navin C. Dimond, am Manager of 365 Management Company, LLC, the sole Member of Needham 365 Bev, LLC, a Delaware limited liability company (the "Company"). I hereby certify that the following resolutions and votes were unanimously approved by the Member of the Company:

RESOLVED, that, subject to the Company's operating agreement and the hotel management agreement, the Company shall appoint Marcie Lyn Barber to be the manager and principal representative, with authority and control of the food and beverage operations at the premises described in the license, as the licensee itself could have, and Marcie Lyn Barber is duly authorized on behalf of the Company to exercise such authority and control as if the Company were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by the Member of the Company and delivered to said manager or principal representative shall constitute the written authority required by M.G.L. c. 138, s. 26, and Howard Gerhardt is no longer so authorized; and further

RESOLVED, that the Company shall apply for the transfer of the existing liquor license (#00035-HT-0770) for the Needham Residence Inn at 80 B Street, Needham, Massachusetts (the "Premises"), upon approval by the Massachusetts Alcoholic Beverages Control Commission of such transfer, and shall hold and use such license in accordance with the laws and regulations pertaining to liquor licenses in the Commonwealth of Massachusetts; and further

RESOLVED, that the Company is authorized to enter into that certain Food & Beverage Lease Agreement for the Premises dated as of the date hereof; and further

RESOLVED, that, subject to the Company's operating agreement and the hotel management agreement, Marcie Lyn Barber, acting individually, is hereby authorized on behalf of the Company to execute, deliver and accept delivery of documents, and to pay fees and expenses as may be legally necessary in connection with the foregoing resolutions.

I further certify that the Company has not been dissolved.

SIGNATURES TO FOLLOW

NEEDHAM 365 BEV, LLC

By: 365 Management Company, LLC, a Delaware limited liability company, its Sole Member

By: _____
Navin C. Dimond, its Manager

Date: Navin Dimond ND

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "NEEDHAM 365 BEV, LLC",
FILED IN THIS OFFICE ON THE FIFTH DAY OF DECEMBER, A.D. 2017,
AT 3:31 O'CLOCK P.M.



6647537 8100
SR# 20177396861

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203695450
Date: 12-07-17

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:31 PM 12/05/2017
FILED 03:31 PM 12/05/2017
SR 20177396861 - File Number 6647537

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Needham 365 Bev, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street),
in the City of Wilmington, Zip Code 19808. The
name of the Registered Agent at such address upon whom process against this limited
liability company may be served is Corporation Service Company

Corporation Service Company, Organizer

By: /s/ Ruth Wilde
Title: Assistant Secretary

Name: Ruth Wilde
Print or Type

CSC
www.cscglobal.com

CSC- Wilmington
251 Little Falls Drive
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# Not Provided
Project Id :

Order# 060742-5
Order Date 02/06/2018

Entity Name : NEEDHAM 365 BEV, LLC
Jurisdiction : MA-Secretary of the Commonwealth
Request for : Qualification Filing
File# : 001312024
File date : 02/07/2018
Result : Filed

Ordered by SHERYL HANEBRINK at STONEBRIDGE REALTY ADVISORS, INC.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Carrie Pugh
cpugh@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

F**The Commonwealth of Massachusetts**

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

Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)

Federal Identification No.: _____

(1a) The exact name of the limited liability company:

Needham 365 Bev, LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

N/A

(2) The jurisdiction* where the limited liability company was organized:

Delaware(3) The date of organization in that jurisdiction: 12/5/2017

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Hotel/Lodging/Food & Beverage

(5) The business address of its principal office:

9100 East Panorama Drive # 300
Centennial CO 80112

(6) The business address of its principal office in the Commonwealth, if any:

None

(7) The name and business address, if different from principal office location, of each manager:

N/A

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEEDHAM 365 BEV, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF FEBRUARY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEEDHAM 365 BEV, LLC" WAS FORMED ON THE FIFTH DAY OF DECEMBER, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6647537 8300

SR# 20180780673

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202103332

Date: 02-06-18

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

NAME

ADDRESS

Navin C. Dimond

9100 East Panorama Drive # 300
Centennial CO 80112

- (9) The name and street address of the resident agent in the Commonwealth:

Corporation Service Company

84 State Street
Boston, MA 02109

- (10) The latest date of dissolution, if specified: N/A

- (11) Additional matters:

Signed by (by at least one authorized signatory):

Navin Dimond

I Corporation Service Company

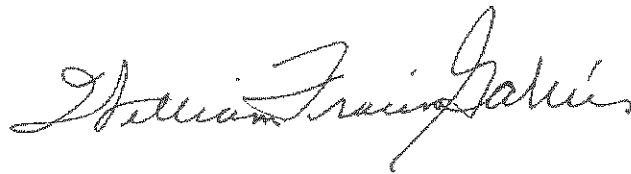
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

* Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.

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:

February 07, 2018 03:18 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

FOOD & BEVERAGE LEASE AGREEMENT

This **FOOD AND BEVERAGE LEASE AGREEMENT** (this "**Lease**") is made effective as of April 27, 2018 (the "**Effective Date**"), between **LVP RI NEEDHAM HOLDING CORP.**, a Delaware corporation with an address of 1985 Cedar Bridge Avenue, Suite 1, Lakewood, New Jersey 08701 (the "**Landlord**"), and **NEEDHAM 365 BEV, LLC**, a Massachusetts limited liability company with an address of 9100 East Panorama Drive #300, Centennial, Colorado 80112 (the "**Tenant**").

RECITALS:

A. Landlord has a leasehold interest in a hotel known as the Residence Inn Needham located at 80 B Street, Needham, Massachusetts 02494 (the "**Hotel**"); and

B. Landlord and Tenant desire to enter into this Lease to provide for the lease by Tenant of certain space within the Hotel for Tenant to provide Hotel patrons with food and alcoholic beverage service ("**Food & Beverage Service**"); and

C. Tenant is applying for the transfer of the existing liquor license (the "**License**") with the liquor licensing authorities for Needham, Massachusetts including any applicable state and local institutions (individually and collectively, the "**Licensing Authority**") in order to provide such Food & Beverage Service.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Premises; Term; Early Termination.

(a) **Premises.** Landlord, for and in consideration of the rents, covenants, terms, provisions, conditions and agreements hereinafter contained on the part of Tenant to be paid, kept and performed, has leased, and by these presents does lease to Tenant, and Tenant does hereby lease, upon and subject to the conditions hereinafter expressed, all of the Hotel property and premises (the "**Premises**").

(b) **Term.** The initial term of this Lease shall commence on the date the License is granted to Tenant and continue until 11:59 a.m. EST on December 31, 2018, and this Lease shall then annually renew for successive 12-month extension terms thereafter unless this Lease shall sooner terminate as hereinafter provided, in which case the term shall expire on the effective date of such termination. The initial term and each extension term are collectively, the "**Term**".

(c) **Early Termination.** The term of this Lease shall automatically terminate if at any time: (i) Tenant shall lose its License permitting it to serve and/or store alcoholic beverages on the Premises, (ii) the Tenant or any affiliate of Tenant shall cease to manage the Hotel, or (iii) Landlord or Tenant shall give the other party thirty (30) days prior written notice specifying

the intent that this Lease be terminated. If any such event shall occur, then without further notice the term of this Lease and all right, title and interest of Tenant hereunder shall expire fully and completely and Tenant will then quit and surrender the Premises to Landlord.

2. **Rent.** Beginning on the date on which the Term of this Lease commences, Tenant shall pay or cause to be paid unto Landlord the sum of \$2,000.00 per month on the first (1st) day of each month during the term of this Lease.

3. **Use of Premises.**

(a) **Food and Beverage Service.** The purpose of this Lease is solely to allow Tenant to operate the Food & Beverage Service at the Premises. Tenant agrees that, in the use and occupation of the Premises, it shall exercise commercially reasonable efforts to comply with all applicable requirements of all laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities pertaining to the License and with any direction or certificate of occupancy issued by any public officer or officers pursuant to any law and not to cause or maintain any nuisance in, at or on the Premises.

(b) **Utilities.** Landlord shall provide, at Landlord's sole cost and expense, all utilities, including but not limited to light, heat, sewer, air conditioning, gas, water, electricity, data transmission and telephone service to the Premises.

4. **Insurance and Liability.**

(a) **Property Insurance.** Landlord or its agents and assigns shall carry insurance protecting the Premises and all property thereon from loss by fire or other casualty covered by an extended coverage endorsement to a fire insurance policy. Any proceeds from such policies shall be paid to Landlord, subject to the applicable provisions of any mortgage on the Hotel.

(b) **Casualty.** If the Premises shall be partially damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord and the rent, until such repairs shall be made, shall be equitably apportioned according to the part of the Premises which is usable by Tenant. If any such partial damage is due to the fault or neglect of Tenant, any repairs voluntarily made by Landlord shall be without prejudice to any right and remedy of Landlord on account of such fault or neglect, including the right to recover for the cost of the repairs, and there shall be no apportionment or abatement of rent. Except to the extent rent is abated as aforesaid, Landlord shall be under no liability whatsoever for any delay in making repairs or restoration. In the event any damage to the Premises or the Hotel by fire or other cause shall be so extensive that Landlord shall decide not to repair or rebuild, this Lease shall, at the option of Landlord, be terminated as of the date of such damage by written notice from Landlord to Tenant, given at any time after the occurrence of such damage, and the rent shall be adjusted to the date of such damage and Tenant shall thereupon promptly vacate the Premises.

(c) **Liability Insurance.** Tenant agrees to obtain and maintain commercial general liability insurance including dram shop and any other coverage normally obtained by bar operators and property damage insurance reasonably acceptable to Landlord to protect Landlord and Tenant against loss or damage from the claims of all persons who may be on the Premises by

the invitation, consent or sufferance of Tenant or Landlord. Such insurance shall name Landlord and Tenant as insured parties.

(d) Waiver of Subrogation. So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

5. Inspections; Condemnation; Repairs.

(a) Inspection. Landlord, directly or through representatives, shall have the right, but not the obligation, at all reasonable times, during business hours and in such a manner as will not unduly interfere with or interrupt Tenant's operations, to enter upon the Premises to examine the condition thereof and to repair, improve and protect any and all things pertaining to the Premises or the Hotel.

(b) Condemnation. If the whole or any material part of the Premises necessary for Tenant's operations shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to the date with a proportionate refund by Landlord of such rent as shall have been paid in advance. If all or any material portion of the Hotel is taken under the power of eminent domain, Landlord shall have the right to terminate this Lease as of the day possession shall be taken by such public authority.

6. Default. If, at any time after the Effective Date (a) Tenant shall default in the payment of any rental installment, or any part of the same, or shall default in the payment of any other items and charges required to be paid by Tenant hereunder, or any part of the same, as and when they are due and any such default shall continue for five (5) days after written notice thereof has been delivered or mailed to Tenant by Landlord, or (b) either party shall materially default in fulfilling, observing and performing any of the other covenants, terms, provisions, conditions and agreements of this Lease and such default shall continue for thirty (30) days after written notice thereof has been delivered or mailed to such party by the non-defaulting party, then, either party may terminate this Lease upon notice to the other, in which case the term of this Lease and all right, title and interest of Tenant hereunder shall expire fully and completely and Tenant will then quit and surrender the Premises to Landlord.

7. Assignment and Subletting.

(a) By Tenant. Tenant shall not mortgage, assign or sublet this Lease or any part of the Premises or any portion thereof without the prior written consent of Landlord in each instance, which consent may be withheld in Landlord's sole and absolute discretion.

(b) By Landlord. Landlord shall have the right to transfer, assign, sell, pledge or encumber its interest in this Lease, either in whole or in part, and in the Hotel and the property of Landlord in and on the Premises and in the Hotel. Such transfers, assignments, sales, pledges or encumbrances may be made by Landlord to any person, firm, corporation, trust company or

individual and howsoever made are to be in all things respected, recognized by and binding upon Tenant.

8. **Surrender of Premises.** Tenant shall upon termination of this Lease for any reason whatsoever surrender to Landlord the Premises, together with all furniture, fixtures, draperies, floor coverings, equipment and all alterations and replacements thereof, in good order, condition and repair except reasonable wear and tear and except as otherwise specifically provided herein.

9. **Renewal of License.** Tenant covenants and agrees to promptly renew its License, and also any licenses necessary for food service, in the event that its License shall come up for renewal during the Term of this Lease. Such renewal shall be at Landlord's sole cost and expense.

10. **Miscellaneous Provisions.**

(a) **Notices.** Any notice permitted or required to be given under this Lease shall be deemed to have been given if mailed by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier service, to the parties at their addresses listed in the preamble to this Lease. Either party may change its address by giving written notice to the other party.

(b) **No Oral Change.** This Lease shall not be modified in any manner except by an instrument in writing executed by Landlord and Tenant.

(c) **Successors and Assigns.** Except as herein otherwise expressly provided, it is further covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its heirs, successors and assigns and shall bind and inure to the benefit of Tenant, its successors and assigns, provided any required consent to any assignment hereof shall be had and obtained as hereinbefore set forth in this Lease and provided that no assignment or subletting by Tenant in violation of the provisions of this Lease shall vest in any such assignee or subtenant any right, title and interest in the leasehold estate hereby created.

(d) **Governing Law.** This Lease shall be interpreted under, governed by and enforced under the laws of the Commonwealth of Massachusetts.

(e) **Captions.** Section and paragraph headings contained in this Lease are for convenience only and shall not be used to construe the meaning of any provision of this Lease.

(f) **Authority.** Each person executing this Lease represents that such party has full authority, and legal power to do so and bind the party on whose behalf he or she has executed this Lease.

(g) **Separable Covenants.** 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, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(h) No Waiver. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants, terms, provisions, conditions or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or agreement. A receipt by Landlord of rent with knowledge of the breach of any covenant, term, provision, condition or agreement hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any covenant, term, provision, condition or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

(i) Multiple Counterparts. This Lease may be executed in multiple original counterparts, each of which shall be deemed to be an original, but which together shall constitute but one and the same instrument. Further, the signature pages from executed originals of this Lease may be detached and assembled together to form complete executed originals of this Lease. Additionally, signatures appearing on copies of this Lease transmitted by facsimile or other electronic transmission shall be deemed to be original signatures and shall be binding on the parties as if originally signed by any such party.

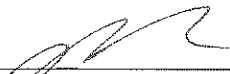
(j) Waiver of Trial by Jury. To the extent permitted by applicable law, Landlord and Tenant each hereby waives its right to a trial by jury in any action or proceeding by any party against any other party with respect to any matter arising from or in connection with this Lease.

(k) Subordination to Mortgages. Tenant agrees that this Lease is subordinate to the lien of any present or future mortgage or mortgages upon the Premises or any property of which the Premises are a part, irrespective of the time of execution or time of recording of any such mortgage or mortgages. Tenant agrees that it will upon the request of Landlord execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination. Tenant also agrees that if it shall fail at any time to execute, acknowledge or deliver any instrument requested by Landlord under this Section 10, Landlord may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney in fact of Tenant and in Tenant's name; and Tenant hereby makes, constitutes and irrevocably appoints Landlord as its attorney in fact for that purpose. However, the holder of any mortgage upon the Premises or any property of which the Premises is a part may subordinate the lien of such mortgage to this lease, thereby making this lease superior to such mortgage, by recording with the Norfolk County Registry of Deeds, a Notice of Subordination or other document of like effect, executed unilaterally by such mortgagee. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Whether the lien of any mortgage upon the Premises or any property of which the Premises are a part shall be superior or subordinate to this lease and the lien hereof, Tenant agrees that, if requested by Landlord or by the holder of such mortgage, it will attorn to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage provided Tenant receives a reasonable nondisturbance agreement from such mortgage holder. Mortgagee and its agents shall have the right to enter and inspect the Premises at all reasonable times provided that there shall be no unreasonable impairment of the conduct of Tenant's business therein.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers the Effective Date.

LANDLORD:

LVP RI NEEDHAM HOLDING CORP.,
a Delaware corporation

By: 
Name: Joseph E. Teichman
Title: President and Secretary

TENANT:

NEEDHAM 365 BEV, LLC,
a Massachusetts limited liability company

By: SBCO Investment Manager, LLC,
its Manager

By: _____
Name: Navin C. Dimond
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers the Effective Date.

LANDLORD:

LVP RI NEEDHAM HOLDING CORP.,
a Delaware corporation

By: _____
Name: Joseph E. Teichman
Title: President and Secretary

TENANT:

NEEDHAM 365 BEV, LLC,
a Massachusetts limited liability company

By: SBCO Investment Manager, LLC,
its Manager

By: _____
Name: Navin C. Dimond
Title: Manager

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement") is made as of December 5, 2017, between LVP RI NEEDHAM HOLDINGS LLC, a Delaware limited liability company ("Purchaser"), and SXC HOLDINGS, LLC, a Delaware limited liability company ("Seller").

RECITATIONS:

- A. SXC Needham Inn LLC, a New Hampshire limited liability company (the "Company"), is the owner of the real property known as the Residence Inn Boston Needham, as more particularly described on Exhibit A attached hereto and made a part hereof, and the improvements situated thereon.
- B. Seller is the sole member of the Company and owns 100% of the membership interests in the Company (collectively, the "Membership Interests").
- C. Purchaser wishes to purchase all of the Membership Interests from Seller and Seller wishes to sell all of the Membership Interests to Purchaser, for the purchase price and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of premises and in consideration of the mutual covenants, promises and undertakings of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed:

ARTICLE I DEFINITIONS

1.1 Definitions. The following terms shall have the indicated meanings:

"6(d) Certificate" shall have the meaning set forth in Section 2.7(b) hereof.

"Advance Bookings" shall mean any bookings or reservations made prior to Closing for hotel rooms, conference or banquet rooms or other facilities at the Property to be utilized after the Cutoff Time, or for catering services or other hotel services to be provided at the Property after the Cutoff Time, in the ordinary course of business.

"Affiliate" shall mean, as to any Person, any other Person that (i) owns directly or indirectly twenty percent (20%) or more of all equity interests in such Person, and/or (ii) is in Control of, is Controlled by or is under common ownership or Control with such Person. For the avoidance of doubt, from and after the Closing, the Company shall be an Affiliate of Purchaser.

"Affiliated Company" means any other entity which is, along with Seller, a member of a controlled group of corporations or a controlled group of trades or businesses (as defined in Section

414(b) or (c) of the Internal Revenue Code), any entity which along with Seller is included in an affiliated service group as defined in Section 414(m) of the Internal Revenue Code, and any other entity which is required to be aggregated with Seller pursuant to Treasury Regulations under Section 414(o) of the Internal Revenue Code.

“Aged A/R Listing” shall have the meaning set forth in Section 6.2(e) hereof.

“Applicable Law” shall mean any applicable building, zoning, subdivision, environmental, health, safety or other governmental laws, statutes, ordinances, resolutions, rules, codes, regulations, orders or determinations of any Governmental Authority.

“Assumed Hotel Contracts” means all Hotel Contracts.

“Authorizations” shall mean all permits, licenses, variances, land development agreements, if any, and approvals issued by any Governmental Authority related to the development, use, occupancy, operation or maintenance of the Property; provided, however, notwithstanding the foregoing, none of the Franchise Agreement, any New Franchise Agreement or the Management Agreement nor any Liquor License shall be an “Authorization”.

“Business Day(s)” shall mean any day other than a Saturday, Sunday or any other day on which banking institutions in the Commonwealth of Massachusetts are authorized by law or executive action to close.

“Closing” shall have the meaning set forth in Section 6.1 hereof.

“Closing Date” shall have the meaning set forth in Section 6.1 hereof.

“Closing Documents” shall have the meaning set forth in Section 6.1 hereof.

“Company” shall have the meaning set forth in the Recitals hereto.

“Company Liabilities” shall mean all liabilities of the Company for periods prior to the Closing Date, regardless of when due and payable, including, without limitation, the following: (i) any liability relating to the Property or the operation of the Hotel prior to the Closing Date; (ii) any liability under any Assumed Hotel Contracts that exists for periods prior to the Closing Date; (iii) any liability for taxes relating to any period prior to the Closing Date, including without limitation (A) any taxes arising as a result of the Company’s operation of the Hotel and ownership of the Property prior to the Closing Date and (B) any other taxes attributable to the Company; (iv) any liability for any indebtedness with respect to the Company, the Hotel or the Property; and (v) any liability arising out of any legal proceeding or claim arising out of, or relating to, any period prior to the Closing Date.

“Condo Act” shall have the meaning set forth in Section 2.7 hereof.

“Condominium” shall have the meaning set forth in Section 2.7 hereof.

“Control” shall mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise, and the term Controlled shall have a correlative meaning.

“Cutoff Time” shall have the meaning set forth in Section 6.6(a) hereof.

“Deposit” shall have the meaning set forth in Section 2.3 hereof.

“Employment Agreements” shall mean any employment agreements, written or oral, between Seller, the Company or Manager and any person or persons employed with respect to the Property.

“Environmental Reports” shall mean that certain Phase I Environmental Site Assessment dated February 9, 2011, prepared by Haley & Aldrich, Inc.

“Environmental Requirements” shall mean (i) all applicable statutes, regulations, rules, policies, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all Governmental Authorities, and (ii) all judicial, administrative and regulatory decrees, judgments and orders, in each case of (i) and (ii) relating to the protection of human health or the environment from Hazardous Materials including, without limitation: (a) all requirements thereof, including, without limitation, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and (b) all requirements pertaining to the protection of the health and safety of employees or the public from Hazardous Materials.

“ERISA” shall have the meaning set forth in Section 4.6 hereof.

“Escrow Agent” shall mean Madison Mahwah Title, LP.

“Exchange” shall have the meaning set forth in Section 9.23 hereof.

“Excluded Assets” shall mean (i) all property owned by the Company or any Affiliate of the Company not normally located at the Property and not used, in connection with the operation of the Property, (ii) any working capital, FF&E reserves, or similar reserves set aside by the Company for the maintenance and operation of the Property, (iii) computer software, except to the extent that such software is used in connection with the operation of the Property and may continue to be used by the Company after the Closing, (iv) all books, ledger sheets, files and records of the Company or any Affiliate of the Company (including all personnel records), other than those (or portions thereof) that concern the ownership, maintenance or operation of the Company, the Property and/or the Hotel, (v) all investment and/or financial data of the Company and any Affiliate of the Company, except financial data related to the Company or the Hotel and except to the extent Seller expressly agrees herein to provide such data to Purchaser, (vi) all cash in vending machines and ATMs at the Property and in cash accounts in the Company’s name, (vii) any claims, settlements or awards relating to events occurring prior to the Cutoff Time, (viii) deposits in bank,

pre-paid expenses and other operating deposits, unless prorated pursuant to the terms of this Agreement, (ix) Excluded Receivables, (x) personal property owned by: (a) the Company under any equipment leases and not used in connection with the Hotel, (b) any tenants under any space leases, (c) the Manager and any employees of the Hotel or the Manager or (d) any guests or customers of the Hotel; (xi) items or information owned by or proprietary to the Franchisor; (xii) items or information owned by or proprietary to the Manager and not disclosed to Seller; (xiii) any interest in and to any refund of taxes relating to the Hotel or its operations prior to the Closing; (xiv) all credits, claims for refund, prepaid expenses, deferred charges, escrow accounts, advance payments, security or other deposits, including recoverable deposits, and prepaid items (and, in each case, security interests relating thereto) arising from or in connection with, or related to, the Hotel, the Contracts and Equipment Leases paid by the Company, unless the same are subject to proration hereunder; (xv) except as set forth otherwise herein, all insurance policies owned by the Company and all rights, claims, proceeds and causes of action of the Company under such insurance policies; and (xvi) except as otherwise provided herein, any other information or materials that are reasonably determined to be proprietary (including, without limitation, all personnel files of employees currently employed by the Company or Manager, business plans and reports, training manuals, legal manuals, security and loss prevention materials, and work-papers).

"Excluded Receivables" means all of the Company's account receivables that are sixty (60) days or more outstanding.

"FF&E" shall mean all tangible personal property and fixtures of any kind (other than Excluded Assets and personal property owned by Manager or guests at the Hotel) attached to, or located upon and used or to be used in connection with the ownership, maintenance, use or operation of the Land or Improvements, including, without limitation, all furniture, fixtures, equipment, facsimile machines, office equipment, tools, telephones, laundry equipment, signs and related personal property; all computers and systems, all heating, lighting, plumbing, drainage, electrical, air conditioning, and other mechanical fixtures and equipment and systems; all elevators, and related motors and electrical equipment and systems; all hot water heaters, furnaces, heating controls, motors and equipment, all shelving and partitions, all ventilating equipment, and all disposal equipment; all spa, health club and fitness equipment; all equipment used in connection with the use and/or maintenance of the guestrooms, restaurants, lounges, business centers, meeting rooms, swimming pools, indoor and/or outdoor sports facilities and other common areas and recreational areas; all carpet, drapes, beds, furniture, televisions and other furnishings and items of décor; all stoves, ovens, freezers, refrigerators, dishwashers, disposals, kitchen equipment, kitchen sinks and utensils, tables, chairs, plates and other dishes, glasses, silverware, serving pieces and other restaurant and bar equipment, apparatus and utensils.

"Financial Statements" shall have the meaning set forth in Section 3.1(t) hereof.

"FIRPTA Certificate" shall mean the affidavit of Seller under Section 1445 of the Internal Revenue Code, as amended, in the form set forth on Exhibit D.

"Franchise Agreement" shall mean that certain Residence Inn Franchise Agreement between Franchisor and the Company, as amended, dated as of September 5, 2012.

"Franchisor" shall mean, as the context may require, Marriott International, Inc., a Delaware corporation, or its successor in interest.

"Governmental Authority" shall mean any federal, state, county, municipal or other government or any governmental or quasi-governmental agency, department, commission, board, bureau, officer or instrumentality, foreign or domestic, or any of them.

"Hazardous Materials" shall mean any substance: (i) which is or becomes defined as a "hazardous substance," "hazardous waste," "hazardous material," "pollutant," "contaminant," or "toxic," "explosive," "corrosive," "flammable," "infectious," "radioactive," "carcinogenic," or "mutagenic" material under any law, regulation, rule, order, or other authority of the federal, state or local governments, or any agency, department, commission, board, or instrumentality thereof, regarding the protection of human health or the environment from such chemical substances including, but not limited to, the following federal laws and their amendments, analogous state and local laws, and any regulations promulgated thereunder: Model Toxics Control Act, RCW Ch. 70.105D, the Clean Air Act, the Clean Water Act, the Oil Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1986, the Emergency Planning and Community Right to Know Act, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Toxic Substances Control Act, including, without limitation, friable asbestos and gasoline and other petroleum products (including crude oil or any fraction thereof); (ii) without limitation, which contains gasoline, diesel fuel or other petroleum hydrocarbons; (iii) without limitation, which contains drinking biphenyls or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or (iv) without limitation, which is radon gas.

"Holdback Amount" shall have the meaning set forth in Section 8.7 hereof.

"Holdback Escrow Agreement" shall have the meaning set forth in Section 8.7 hereof.

"Hotel" shall mean the Residence Inn Boston Needham at 80 B Street, Needham, Massachusetts, which contains and is improved with a hotel and related facilities, containing 132 guest rooms, dining rooms and associated kitchens, meeting and conference rooms, fitness center and swimming pool.

"Hotel Contracts" shall mean all service, supply and maintenance contracts to which the Company or Manager is a party, if any, in effect with respect to the Property and all other contracts and agreements (other than the Leases, Management Agreement, Franchise Agreement and the Employment Agreements (if any)) that affect the Property or are otherwise related to the ownership, operation, occupancy or maintenance of the Property.

"Hotel Employees" shall have the meaning set forth in Section 3.1(u) hereof.

"Improvements" shall mean the Hotel and all other buildings, improvements, fixtures and other items of real estate located on the Land.

“Indemnification Claim” shall have the meaning set forth in Section 8.6(a) hereof.

“Indemnification Loss” means, with respect to any Indemnatee, any actual (and not contingent) liability, damage, loss, cost or expense, including reasonable attorneys’ fees and expenses and court costs, incurred by such Indemnatee, net of insurance proceeds received by such Indemnatee, as a result of the act, omission or occurrence in question.

“Indemnatee” shall have the meaning set forth in Section 8.6(a) hereof.

“Indemnitor” shall have the meaning set forth in Section 8.6(a) hereof.

“Insurance Policies” shall mean all policies of insurance maintained by or on behalf of the Company pertaining to the Property, its operation, or any part thereof.

“Intangible Personal Property” shall mean all transferrable intangible personal property (other than the Excluded Assets) owned or possessed by the Company and used in connection with the ownership, operation, leasing, occupancy or maintenance of the Property, including, without limitation, (1) the Authorizations, (2) utility and development rights and privileges, general intangibles, business records, any plans and specifications pertaining to the Real Property and the Personal Property, (3) any Assumed Hotel Contracts, (4) the Warranties and Guaranties and (5) any unpaid award for taking by condemnation or any damage to the Property by reason of a casualty, in each case for which, to the extent a Third Party Consent is required with respect thereto under this Agreement, such Third Party Consent has been granted.

“Interim Agreement” shall have the meaning set forth in Section 2.6 hereof.

“Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and any regulations, rulings and guidance issued by the Internal Revenue Service.

“Inventoried Safe Deposit Box” shall have the meaning set forth in Section 6.9 hereof.

“Inventory” shall have the meaning set forth in Section 6.7 hereof.

“Land” shall mean those certain parcels of real estate lying and being in described on Exhibit A attached hereto, together with all easements, rights, privileges, remainders, reversions and appurtenances thereunto belonging or in any way appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Company therein, in the streets and ways adjacent thereto and in the beds thereof, either at law or in equity, in possession or expectancy, now or hereafter acquired.

“Leased Property” shall mean all leased items of Tangible Personal Property.

“Leases” shall mean all leases, concession or occupancy agreements in effect with respect to the Real Property under which any tenants (other than Hotel guests) or concessionaires occupy space upon the Real Property.

“Liability Certification” shall have the meaning set forth in Section 2.9 hereof.

“License Holder” means the holder of the Liquor Licenses immediately prior to the Closing.

“Limitation Date” shall have the meaning set forth in Section 9.12 hereof.

“Liquor Licenses” means the licenses and permits required for the sale and service of alcoholic beverages at the Hotel.

“Lists” shall have the meaning set forth in Section 3.1(q) hereof.

“Management Agreement” shall mean that certain Development and Management Agreement (as distinguished from the Franchise Agreement) dated as of November 14, 2012 between the Company and Manager for the management or operation of the Hotel.

“Manager” shall mean Colwen Management, Inc., a New Hampshire corporation.

“Membership Interests” shall have the meaning set forth in the Recitals hereto.

“New Franchise Agreement” shall have the meaning set forth in Section 2.5 hereof.

“OFAC” shall have the meaning set forth in Section 3.1(q) hereof.

“Operating Agreement” means that certain Limited Liability Company Agreement of the Company dated as of April 2, 2012, as amended by that certain Amendment to Limited Liability Company Agreement of the Company dated as of June 25, 2013.

“Order” shall have the meaning set forth in Section 3.1(q) hereof.

“Orders” shall have the meaning set forth in Section 3.1(q) hereof.

“Owner's Title Policy” shall mean an owner's policy of title insurance issued to Purchaser by the Title Company, pursuant to which the Title Company insures the Company's ownership of fee simple title to the Real Property, subject only to Permitted Title Exceptions.

“Permitted Title Exceptions” shall mean the matters set forth on Exhibit B hereto.

“Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Personal Property” shall mean collectively the Tangible Personal Property and the Intangible Personal Property, and shall expressly exclude the Excluded Assets.

“PIP” shall have the meaning set forth in Section 2.5 hereof.

“Property” shall mean collectively the Real Property and the Personal Property, and shall expressly exclude the Excluded Assets.

“Purchase Price” shall mean Forty-One Million Dollars (\$41,000,000), payable in the manner described in Section 2.2 hereof.

“Purchaser Indemnitees” shall mean Purchaser and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers and employees, and the successors, permitted assigns, legal representatives, heirs and devisees of each of the foregoing.

“QI” shall have the meaning set forth in Section 9.23 hereof.

“Real Property” shall mean the Land and the Improvements.

“Rooms Ledger” shall mean the final night's room revenue (revenue from rooms occupied as of the Cutoff Time, exclusive of food and beverage revenue), including any sales taxes, room taxes or other taxes thereon.

“Seller Indemnitees” shall mean Seller, Manager and their respective Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers and employees, and the successors, assigns, legal representatives, heirs and devisees of each of the foregoing.

“Seller's Knowledge” shall mean the actual knowledge of Mark Stebbins and Leo Xarras, after due inquiry of the Manager and the Hotel's general manager.

“Submission Matters” shall mean all items referred to in Section 2.4(c) hereof.

“Survey” shall have the meaning set forth in Section 2.4(d) hereof.

“Tangible Personal Property” shall mean the items of tangible personal property (other than Excluded Assets) consisting of all FF&E, machinery, any vehicle owned or leased by the Company in connection with the Property, Inventory and other personal property of every kind and nature (including petty cash funds) located at the Hotel and owned by the Company, including, without limitation, the Company's interest as lessee with respect to any such Tangible Personal Property.

“Third-Party Claim” shall mean (i) with respect to any Seller Indemnatee, any claim, demand, lawsuit, arbitration or other legal or administrative action or proceeding against such Seller Indemnatee by any Person which is not Purchaser or an Affiliate of Purchaser, and (ii) with respect to any Purchaser Indemnatee, any claim, demand, lawsuit, arbitration or other legal or administrative action or proceeding against such Purchaser Indemnatee by any Person which is not Seller or an Affiliate of Seller.

“Third Party Consents” shall have the meaning set forth in Section 5.2 hereof.

“Title Commitment” shall have the meaning set forth in Section 2.4(d) hereof.

“Title Company” shall mean shall mean Lamb and Associates, P.C.

“Utilities” shall mean public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services currently used in the operation and occupancy of the Property as a hotel.

“Vouchers” shall have the meaning set forth in Section 6.6(g) hereof.

“WARN Act” shall mean the Worker’s Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq., as well as the rules and regulation thereto, set forth in 20 CFR 639, et seq., and any similar state and local laws, as amended from time to time, and any regulations and guidance issued pursuant thereto.

“Warranties and Guaranties” shall mean all transferable warranties and guaranties relating to the Improvements, the roof, the reservation system for the Hotel and/or any other portion of the Property.

ARTICLE II **PURCHASE AND SALE**

2.1 Purchase and Sale. Seller agrees to sell and Purchaser agrees to purchase all of Seller’s right, title and interest in and to the Membership Interests for the Purchase Price and accordance with and subject to the other terms and conditions set forth herein.

2.2 Payment of Purchase Price. The Purchase Price shall be paid to Seller in the following manner:

(a) Purchaser shall receive a credit against the Purchase Price in an amount equal to the amount of the Deposit and the Deposit shall be disbursed to Seller in accordance with and subject to the terms hereof.

(b) Purchaser shall pay the balance of the Purchase Price, as adjusted in the manner specified in Article VI hereof and as set forth below, to Seller (or other party designated by Seller) at Closing by making a wire transfer of immediately available federal funds to the account designated by Escrow Agent for the transaction contemplated hereby, and Escrow Agent shall pay such amount, together with the Deposit, to Seller (or other party designated by Seller). Such wire transfer shall be sent by Purchaser so that it shall be received in the account designated by Escrow Agent no later than 4:00 p.m. (New York time) on the Closing Date.

(c) Prior to the Closing, Seller and Purchaser shall use commercially reasonable efforts to agree upon an allocation of the Purchase Price among the Land, Improvements, Tangible Personal Property and Intangible Personal Property. To the extent applicable, Seller and Purchaser

agree to report the federal, state, and local income and other tax consequences of the transactions contemplated by this Agreement, and in particular to report the information required by Section 1060(b) of the Internal Revenue Code, in a manner consistent with the allocation referred to in this Section 2.2(c), and Seller and Purchaser each agree that it will not take any position inconsistent therewith upon examination of any tax return, in any refund claim or in any litigation, investigation, or otherwise. Notwithstanding the foregoing, if Seller and Purchaser cannot agree upon the allocation of the Purchase Price, Seller and Purchaser shall each file federal, state and local tax returns based on its own determination of the proper allocation of the Purchase Price, each bearing its own consequences with respect to any discrepancies. At Purchaser's request, Seller will not file Form 8594 pursuant to Section 1060(b) of the Internal Revenue Code in connection with the transaction contemplated herein; provided, however, that Purchaser shall indemnify Seller and its Affiliates fully for all costs, losses, damages, fines, interest and penalties that Seller and its Affiliates incur for failing to file such Form 8594 in connection with the transaction contemplated herein, but not for any taxes that result from Seller's allocation of the Purchase Price. The provisions of this Section 2.2(c) shall survive the Closing.

2.3 Deposit. Prior to Closing, Purchaser delivered funds to Escrow Agent for the transaction contemplated hereby in an amount equal to One Million Dollars (\$1,000,000.00) (together with all interest thereon, the "Deposit"). Escrow Agent has invested the Deposit in an interest-bearing account at a financial institution reasonably acceptable to Purchaser and Seller or as otherwise agreed to in writing by Seller and Purchaser. All accrued interest on the Deposit shall become part of the Deposit. To the extent not previously provided, Seller and Purchaser shall provide Escrow Agent with their respective federal tax identification numbers for purposes of reporting earned interest with respect to the Deposit. The Deposit shall be held and disbursed by Escrow Agent in strict accordance with the terms and provisions of this Agreement.

2.4 Due Diligence; Title Review.

(a) Prior to the Closing, Purchaser had the right to enter upon the Real Property to perform, at Purchaser's expense, such tests, studies and investigations as Purchaser deemed appropriate. A representative of Seller had the right, but not the obligation, to be present during such entry by Purchaser onto the Real Property. Prior to the Closing, Purchaser had the right to conduct interviews and weekly calls with the general manager and director of sales of the Hotel, and Seller had the right, but not the obligation, to be present during any such interviews.

(b) Purchaser shall pay all costs charged by Purchaser's consultants in connection with such access to the Real Property.

(c) Prior to the Closing, Seller delivered to Purchaser all documents or information in Seller's or the Company's possession, custody, or control with respect to the Property and the Hotel and listed on Schedule 2.4(c) hereto (collectively, the "Submission Matters").

(d) Prior to the Closing, Purchaser has (i) ordered from the Title Company a title insurance commitment issued by the Title Company covering the Real Property, together with legible copies of all documents identified in such title insurance commitment as exceptions to title

(collectively, the "Title Commitment"), and (ii) ordered an ALTA/ACSM survey (the "Survey") of the Land and the Improvements, or an update of the most recent existing survey (which Seller delivered to Purchaser prior to the Closing) prepared by a surveyor licensed to practice as such in the Commonwealth of Massachusetts, and certified to Purchaser. The costs of the Survey shall be paid by Purchaser and the cost of the Title Commitment shall be paid by Purchaser.

2.5 Application for New Franchise Agreement. Prior to the Closing, Purchaser has filed an application for a new franchise agreement between Franchisor and Purchaser for the Hotel (a "New Franchise Agreement"). Purchaser will pay all costs accruing under the New Franchise Agreement, regardless of whether such fees, costs, claims and liabilities arise prior to, on and after the Closing Date, including all franchise application fees and all costs associated with any Property Improvement Plan ("PIP") required by the Franchisor, as may be necessary to obtain the New Franchise Agreement, other than any costs owed by the Company pursuant to the termination of the Franchise Agreement (which shall be paid by Seller); provided, however, that at the Closing, Purchaser shall receive credits against the Purchase Price for (i) \$150,000, which represents the franchise application fee paid by Purchaser, and (ii) \$70,160, which represents the estimated cost of all PIP work required by Franchisor to be completed by Purchaser during the first twelve (12) months following the Closing Date.

2.6 Transfer of Liquor License. Prior to the Closing, Purchaser has sought, at Purchaser's expense, obtaining the transfer of the Liquor Licenses, or the issuance of new Liquor Licenses, to Purchaser or Purchaser's designee, and obtaining all Third Party Consents required in connection therewith. Since Purchaser (or its designee) was unable to obtain new Liquor Licenses or the transfer of the Liquor Licenses prior to Closing, then on the Closing Date, Seller shall, or shall cause the License Holder to, enter into an interim management agreement (in a customary form acceptable to Seller and Purchaser, acting reasonably) with Purchaser or Purchaser's designee for a period not to exceed one hundred eighty (180) days (the "Interim Agreement"), pursuant to which Seller or License Holder shall manage the purchase, sale and service of alcoholic beverages at the Hotel to the extent permitted under Applicable Law in accordance with the terms in the Interim Agreement, pending the issuance or transfer of the Liquor Licenses to Purchaser or its designee.

2.7 Special Provisions Regarding Condominium. As the Real Property is part of a condominium (the "Condominium") as established pursuant to M.G.L., c 183A (the "Condo Act"), the following provisions shall apply:

(a) In addition to the prorations and adjustments contained in Section 7.6 of this Agreement, any regular recurring common expenses of the Condominium for the period shall be apportioned as of the Closing Date. Notwithstanding the foregoing, the Property shall be deemed to include the Company's allocable share of any working capital and other reserve funds held by the organization of unit owners of the Condominium and shall not be an adjustment to the Purchase Price or require payment by Purchaser. Any special assessments applicable to the Condominium declared prior to the Closing Date (whether payable over time (including those payable during periods after the Closing) or in a lump sum) shall be the sole obligation of the Seller and shall be paid in full by Seller on or before the Closing. Any special assessments applicable to the

Condominium declared on or following the Closing Date shall be the sole obligation of the Purchaser.

(b) At the Closing, Seller shall deliver to Purchaser (a) a written Certificate, in accordance with Section 6(d) of the Condo Act, duly executed and acknowledged by the proper officials of the Condominium and in proper form for recording, stating that there are no unpaid common area expenses or special assessments as of that date pertaining to the Property being sold hereunder (the "6(d) Certificate"); (b) a duplicate original policy or certificate thereof, of insurance with respect to the Condominium including, but not limited to, fire, extended coverage, liability, and other coverage in such forms and with such limits appropriate for the Condominiums of which the Premises is a part and in conformity with the provisions of the Condominium Documents, of which the named insured shall be any Condominium unit owners association, the officers and members thereof, all owners of individual units of the Condominium, including but not limited to Purchaser, and all mortgagees of all owners of individual units of the Condominium, all as their interests may appear; and (c) if applicable, a certificate in recordable form concerning the exercise or non-exercise of any right of first refusal contained in the Condominium Documents. Purchaser's obligations hereunder are expressly conditioned upon Seller's delivery to Purchaser of the aforesaid instruments.

2.8 Excluded Assets. Immediately prior to the Closing, Seller shall cause the Company to distribute to Seller, without warranty of any kind, all of the Excluded Assets. Seller shall be responsible for all tax consequences resulting from such distribution. After the Closing, Seller shall be permitted to pursue collection of the Excluded Receivables; provided, however, that Seller shall not file any action against, or otherwise adversely impact the Company's relationship with, any customer, guest or account of the Company.

2.9 Company Liabilities. At or prior to Closing, Seller shall pay or cause to be paid all of the Company Liabilities. Without limiting the generality of the foregoing, Seller shall cause to be satisfied and extinguished, at or prior to Closing, all liens, claims and encumbrances on the Property, other than Permitted Title Exceptions. Seller shall deliver to Purchaser at Closing a certificate, duly executed by Seller, listing any and all Company Liabilities which have not been, or will not be, paid at or prior to Closing (the "Liability Certification"). Pursuant to Section 6.6(e) hereof, Purchaser shall receive a credit at Closing for the aggregate amount of Company Liabilities shown on the Liability Certification.

ARTICLE III SELLER'S REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations and Warranties. Seller hereby represents, warrants and covenants to Purchaser as follows:

(a) Organization and Power. Seller has been duly formed and is validly existing and in good standing under the laws of the State of Delaware, and has all requisite powers and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Seller hereunder. The Company has

been duly formed and is validly existing and in good standing under the laws of the State of New Hampshire, and has all requisite powers and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted. The Company is duly qualified and in good standing in Massachusetts.

(b) Authorization and Execution. This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms. Other than Third Party Consents, there is no other Person whose consent is required in connection with Seller's performance of its obligations hereunder. The person executing this Agreement on behalf of Seller has the authority to do so.

(c) Non-contravention. The execution and delivery of, and the performance by Seller of its obligations under, this Agreement do not and will not contravene, or constitute a default under, any provision of Applicable Law, Seller's or the Company's organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or the Company or to which the Property is subject, or result in the creation of any lien or other encumbrance on any asset of Seller or the Company. There are no outstanding binding agreements pursuant to which Seller or the Company has agreed to sell or has granted an option or right of first refusal to purchase the Property or any part thereof or any interest in the Company.

(d) No Special Taxes. Neither Seller, the Company nor, to Seller's Knowledge, Manager has received written notice of any special taxes or assessments relating to the Property or any part thereof or any planned public improvements that may result in a special tax or assessment against the Property.

(e) Compliance with Existing Laws. Except as set forth on Schedule 3.1(e) attached hereto, neither Seller nor, to Seller's Knowledge, Manager has received written notice from any Governmental Authority regarding non-compliance with, or violation, of any Applicable Law relating to the Property or the Company.

(f) Personal Property and Inventory. The Company owns all of the Personal Property free and clear of all liens and encumbrances, except for Permitted Title Exceptions and those liens and encumbrances which will be discharged by Seller at Closing.

(g) Management Agreement. There are no management agreements in effect with respect to the Property other than the Management Agreement (which will be terminated by Seller, at Seller's sole cost and expense, at Closing).

(h) Hotel Contracts. There are no Hotel Contracts with a term of more than one (1) year and that are not terminable upon thirty (30) days' notice other than the Hotel Contracts set forth on Schedule 3.1(h). The list of Hotel Contracts set forth on Schedule 3.1(h) represents a list of true, correct and complete copies of the Hotel Contracts of more than one (1) year and that are not terminable upon thirty (30) days' notice, or that require payment in excess of \$10,000 per year, including all amendments and letter agreements relating thereto, and the same have not been otherwise amended, modified or supplemented. The Company has performed all of its obligations

thereunder in all material respects, and is not in default thereunder in any material respect. To Seller's Knowledge, no other party to the Hotel Contracts set forth on Schedule 3.1(h) is in default thereunder in any material respect. All of the Hotel Contracts set forth on Schedule 3.1(h) are in full force and effect.

(i) Condemnation Proceedings. Neither Seller, the Company nor, to Seller's Knowledge, Manager has received written notice of any pending or threatened condemnation or eminent domain proceeding which would affect the Property or any part thereof.

(j) Actions or Proceedings. Except as set forth on Schedule 3.1(j) attached hereto, neither Seller, the Company nor, to Seller's Knowledge, Manager has received written notice of any suits, claims, demands, litigation, proceedings or governmental investigations pending or threatened against the Company or otherwise related to the Property.

(k) Bankruptcy. There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to Seller's Knowledge, threatened against the Company or Seller.

(l) Leases. There are no Leases in effect.

(m) No Commitments. No material commitments have been made by Seller or the Company to any Governmental Authority, utility company, school board, church or other religious body, or any homeowners' association or any other organization, group or individual, relating to the Property which would impose an obligation upon the Company or Purchaser to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(n) Seller Is Not a "Foreign Person". Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code (i.e., Seller is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person as those terms are defined in the Internal Revenue Code and regulations promulgated thereunder).

(o) Zoning. Neither Seller, the Company nor, to Seller's Knowledge, Manager has received written notice of any proceeding or threatened action or proceeding which could result in a modification or termination of the present zoning of the Property and that could prohibit the current use of the Property.

(p) Environmental Requirements. Except for written notices from Governmental Authorities disclosed or otherwise described in the Environmental Reports, neither Seller, the Company nor, to Seller's Knowledge, Manager has received written notice from a Governmental Authority that the Property or the current use thereof is in violation of Environmental Requirements.

(q) OFAC Compliance. Seller and the Company are in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign

Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively hereinafter referred to as the "Orders"). Neither Seller, the Company nor any Affiliated Company (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"), (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Neither Seller nor the Company is acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

(r) Franchise Agreement. There are no franchise agreements in effect with respect to the Property other than the Franchise Agreement. The Franchise Agreement is in full force and effect, the Company is not in default thereunder in any respect and, to Seller's Knowledge, Franchisor is not in default thereunder in any respect.

(s) Advance Bookings. To Seller's Knowledge, neither Seller, the Company, Manager, nor any person acting on behalf of Seller, the Company or Manager, has made or accepted any Advance Bookings except as set forth on Schedule 3.1(s) attached hereto, all of which were made in the ordinary course of business.

(t) Financial Statements. Attached as Schedule 3.1(t) are the financial and operating statements for the Property (the "Financial Statements") for the previous three (3) calendar years and the year to date, including (i) annual financial statements and (ii) quarterly financial statements for the past twelve (12) month period to the extent not covered by the annual financial statements. The financial statements provided by Seller to Purchaser present completely and accurately, in all material respects, the results of operations and cash flows of the Hotel for the periods set forth therein.

(u) Employees. All personnel employed at the Hotel (the "Hotel Employees") are employees of Manager. There are no Employment Agreements for the Hotel Employees. No "leased employee" (within the meaning of Section 414(n) of the Internal Revenue Code) performs (or during the preceding five (5) years has performed) services for the Company in connection with the Hotel or the Property.

(v) Condominium Documents. To Seller's Knowledge, the Company is in compliance with the Condominium Documents.

(w) Vouchers. Schedule 3.1(w) is a list of all Vouchers which are currently outstanding.

(x) Union Contract. Neither Seller, the Company nor, to Seller's Knowledge, Manager is a party to any collective bargaining agreement with any labor union with respect to Hotel Employees, and neither Seller, the Company nor, to Seller's Knowledge, Manager is aware of or has received any written notice of any organization activities at the Property of with respect to the Hotel Employees.

(y) Sales and Use Tax. The Company has paid or caused to be paid all applicable sales and use taxes and the Property has not been the subject of a sales tax audit.

(z) Vehicles. Except as set forth in Schedule 3.1(z), neither the Company nor Manager owns or leases any vehicles in connection with the operation of the Hotel.

(aa) Trademarks. Other than any rights granted to the Company pursuant to the Franchise Agreement, no trademarks, tradenames or servicemarks are used by the Company or Manager in the operation of the Hotel.

(bb) Americans with Disabilities Act. Neither Seller, the Company nor, to Seller's Knowledge, Manager is aware of or has received written notice that the Hotel is not in compliance with the American with Disabilities Act or any state analogue thereof.

(cc) Membership Interests. Seller owns beneficially and of record all of the Membership Interests, free and clear of all liens, pledges, security interests, claims and encumbrances of any kind. The Membership Interests are not certificated. Seller is the sole member of the Company. The Membership Interests have been duly and validly authorized and issued, are fully paid and non-assessable, and were issued in compliance with all Applicable Law (including without limitation securities laws). At the Closing, Purchaser shall acquire the entire legal and beneficial ownership of, and shall have good title to, the Membership Interests, free and clear of all liens, pledges, security interests, claims and encumbrances of any kind.

(dd) Operating Agreement. Prior to the Closing, Seller has delivered to Purchaser a true and complete copy (including all amendments) of each of (i) the certificate of formation of the Company as filed in the State of New Hampshire, (ii) the foreign qualification documentation of the Company as filed in the Commonwealth of Massachusetts and (iii) the Operating Agreement. Seller hereby waives any and all rights it may have under the Operating Agreement with respect to the purchase and sale of the Membership Interests. From and after the Closing, Seller shall have no further rights under the Operating Agreement, and shall no longer be a member of the Company.

(ee) The Company. The Company has no subsidiaries or interests in other entities. The Company's sole purpose is to own and operate the Property and the Hotel, and conduct business

related thereto. The Company has had no material assets, operations or business other than relating to the Property and the Hotel. The Company has at all times been a “special purpose entity” (as such term is customarily defined). The Company has no liabilities other than (i) as reflected on the most recent balance sheet included in the Financial Statements and (ii) current liabilities incurred by the Company in the ordinary course of operating the Hotel since the date of such balance sheet. The Company is a disregarded entity for tax purposes, and Seller is (and shall remain) responsible for all Federal, state and local income tax due or which becomes due from the Company with respect to the period up to the Cutoff Time.

(ff) Title Matters. To Seller’s Knowledge, there are presently no defects in or liens, encumbrances or other claims against the title to the Property described in the Title Commitment (for purposes of this Section 3.1(ff), the Title Commitment means the Title Commitment having an effective date of November 28, 2017 at 11:00 a.m.), other than (A) as disclosed as exceptions (i) noted on Schedule B to the Title Commitment (such exceptions to be satisfied at or prior to Closing in accordance with the terms of this Agreement) and (ii) noted on Schedule B-II of the Commitment; or (B) that are matters of public record. Subject to all of the limitations set forth in this Agreement, Seller hereby indemnifies Purchaser and agrees to hold it harmless against any loss which Purchaser may suffer by virtue of any valid claim made based on the existence of any defect in or lien, encumbrance, right or claim against or with respect to the Property which was not disclosed in this Section 3.1(ff) but which should have been so disclosed in order to make the foregoing representation and warranty true and correct; provided, however, that Seller shall have no obligation to indemnify Purchaser for such matters if Purchaser had actual knowledge of such matters as of the date hereof.

3.2 Knowledge. Each of the representations and warranties contained in this Article III and its various subparagraphs are intended for the benefit of Purchaser and may be waived in whole or in part, by Purchaser, but only by an instrument in writing signed by Purchaser. Subject to the terms of Section 9.12 hereof, each of the representations and warranties contained in this Article III shall survive the Closing.

3.3 LIMITATION ON SELLER’S REPRESENTATIONS AND WARRANTIES. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS, THE PROPERTY IS SOLD (THROUGH THE SALE OF THE MEMBERSHIP INTERESTS) “AS IS”, “WHERE IS” AND WITH ALL FAULTS AND NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE OF SELLER, HAS MADE, NOR IS SELLER LIABLE FOR OR BOUND IN ANY MANNER BY ANY OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, INDUCEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR ANY PART THEREOF, THE PHYSICAL CONDITION, INCOME, EXPENSES, OR OPERATION THEREOF, THE USES WHICH CAN BE MADE OF THE SAME OR ANY OTHER MATTER OR THING WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS, SELLER IS NOT LIABLE FOR OR BOUND BY (AND PURCHASER HAS NOT RELIED UPON) ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR FINANCIAL STATEMENTS PERTAINING TO

THE OWNERSHIP, MAINTENANCE, USE, OR OPERATION OF THE PROPERTY, OR ANY OTHER INFORMATION RESPECTING THE PROPERTY FURNISHED BY SELLER OR ANY EMPLOYEE, AGENT, CONSULTANT OR OTHER PERSON REPRESENTING OR PURPORTEDLY REPRESENTING SELLER. PURCHASER FURTHER ACKNOWLEDGES, AGREES, AND REPRESENTS THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS, IT SHALL BE PURCHASING THE PROPERTY (THROUGH THE PURCHASE OF THE MEMBERSHIP INTERESTS) IN AN "AS IS" CONDITION AT THE DATE OF CLOSING WITH RESPECT TO THE STRUCTURAL AND MECHANICAL ELEMENTS OF THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE FIRE-LIFE SAFETY SYSTEMS AND THE FURNITURE, FIXTURES AND EQUIPMENT LOCATED THEREON OR ATTACHED THERETO, ALL OF WHICH PURCHASER AND ITS CONSULTANTS SHALL HAVE INSPECTED AND EITHER APPROVED OR WAIVED OBJECTION TO ON OR PRIOR TO THE CLOSING. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER HEREBY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE SUBMISSION MATTERS. PURCHASER ALSO REPRESENTS THAT IT HAS INDEPENDENTLY INVESTIGATED, ANALYZED AND APPRAISED TO ITS SATISFACTION THE VALUE AND THE PROFITABILITY OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR PURPOSES OF ANY APPLICABLE LAW, RULE, REGULATION OR ORDER.

3.4 RELEASE OF CLAIMS. WITHOUT LIMITING THE PROVISIONS OF SECTION 3.3, PURCHASER RELEASES SELLER, AND ANY AGENT, REPRESENTATIVE, MANAGER, MEMBER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER OR EMPLOYEE OF SELLER FROM ANY AND ALL CLAIMS, SUITS, DEMANDS OR LIABILITIES OF ANY KIND OR NATURE WHATSOEVER (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) ARISING FROM OR RELATED TO (A) ANY DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE; OR (B) OTHER CONDITIONS (INCLUDING ENVIRONMENTAL CONDITIONS) AFFECTING THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH IN THIS SECTION 3.4 SPECIFICALLY INCLUDES ANY CLAIMS, SUITS, DEMANDS OR LIABILITIES OF ANY KIND OR NATURE WHATSOEVER UNDER ANY ENVIRONMENTAL REQUIREMENTS, UNDER THE AMERICANS WITH DISABILITIES ACT, OR WITH RESPECT TO ANY ENVIRONMENTAL RISK. NOTWITHSTANDING THE FOREGOING, THE RELEASE SET FORTH IN THIS SECTION 3.4 DOES NOT APPLY TO THE REPRESENTATIONS OR OBLIGATIONS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY INDEMNITY OR WARRANTY EXPRESSLY MADE BY, OR EXPRESS OBLIGATION OF, SELLER IN THIS AGREEMENT OR ANY DOCUMENT DELIVERED BY SELLER AT CLOSING, INCLUDING ANY CLOSING DOCUMENT.

ARTICLE IV
PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents, warrants and covenants to Seller as follows:

4.1 Organization and Power. Purchaser is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all requisite powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted and to enter into and perform its obligations under this Agreement and any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

4.2 Authorization and Execution. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. There is no other person who, or entity that, has an ownership interest in Purchaser whose consent is required in connection with Purchaser's performance of its obligations hereunder. The person executing this Agreement on behalf of Purchaser has the authority to do so.

4.3 Non-contravention. The execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of Applicable Law, or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser or result in the creation of any lien or other encumbrance on any asset of Purchaser.

4.4 Litigation. There is no action, suit or proceeding, pending or known to be threatened, against or affecting Purchaser in any court or before any arbitrator or before any Governmental Authority which (a) in any manner raises any question affecting the validity or enforceability of this Agreement; or (b) would materially and adversely affect the ability of Purchaser to perform its obligations hereunder, or under any document to be delivered pursuant hereto.

4.5 Bankruptcy. There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to the Purchaser's knowledge, threatened against Purchaser.

4.6 ERISA Matters. Purchaser is not (i) a plan which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), as defined in Section 3(3) of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code (each of the foregoing hereinafter referred to collectively as a "Plan"), (ii) a "governmental plan" as defined in Section 3(32) of ERISA, or (iii) a "party in interest," as defined in Section 3(14) of ERISA, to a Plan, except with respect to plans, if any, maintained by Purchaser, nor do the assets of Purchaser constitute "plan assets" of one or more of such Plans within the meaning of Department of Labor Regulations Section 2510.3-101. Purchaser is acting on its own behalf and not on account of or for the benefit of any Plan. Purchaser has no present intent to transfer the Property to any entity, person or Plan which will cause a violation of ERISA. Purchaser has not assigned, and shall not

assign, its interest under this Agreement to any entity, person or Plan in a manner which will cause a violation of ERISA.

4.7 OFAC Compliance. Purchaser is in compliance with the requirements of the Orders. Neither Purchaser nor any Affiliated Company (i) is listed on the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Purchaser is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

Subject to the terms of Section 9.12 hereof, each of the representations and warranties contained in this Article IV shall survive the Closing.

ARTICLE V COVENANTS

To induce Purchaser to enter into this Agreement and to purchase the Membership Interests, and to pay the Purchase Price therefor, and to induce Seller to enter into this Agreement and to sell the Membership Interests, Seller and (where applicable) Purchaser covenant and agree to the following:

5.1 Employees and Continuation of Seller's Group Health Plan. On or about the Closing Date, Seller shall terminate or cause to be terminated the employment of all employees of the Company or Manager employed at the Property without liability to Purchaser or with respect to the Property. With respect to such terminations, Purchaser agrees to offer employment to (or cause its management company to offer employment to, in its capacity as Purchaser's management company following Closing with respect to the Property) a sufficient number of employees to prevent the application of the WARN Act. After the occurrence of the Closing, Purchaser shall be responsible for compliance with any WARN Act requirements arising from the transactions contemplated herein and shall indemnify Seller for any losses or claims arising in connection with the WARN Act arising from the transaction, except to extent such losses or claims arise from or are associated with any acts and omission of the Seller. Payment of all costs and expenses associated with accrued but unpaid salary, earned but unpaid vacation and/or sick pay, accrued but unearned vacation and/or sick pay, pension and welfare benefits, COBRA benefits, employee fringe benefits, employee termination payments or any other employee benefits due to the Company's or Manager's employees up to the Closing Date shall be the sole responsibility and obligation of and shall be paid promptly by Seller or Manager. Seller or Manager shall provide

any notices, coverages or other rights as shall be required to comply with the medical coverage continuation requirements of COBRA to any persons who are as of the Closing Date, or thereafter become, entitled to such rights by virtue of the maintenance of any group health plan by Seller, Manager or any Affiliated Company and shall maintain, or cause an Affiliated Company to maintain a group health plan that such persons shall be entitled to participate in for the maximum period required by COBRA. This Section 6.1 shall survive the Closing.

5.2 Third Party Consents. Seller shall be responsible for obtaining all consents from any Person that are required to be obtained under any Assumed Hotel Contracts, Liquor Licenses or Intangible Personal Property in connection with the purchase and sale of the Membership Interests (collectively, the "Third Party Consents"), and Purchaser shall use commercially reasonable efforts to cooperate with Seller in connection therewith.

5.3 Audit Cooperation. After the Closing Date through a period of six (6) months after the Closing Date, (i) Seller shall promptly provide to Purchaser or its representatives all financial information and records relating to the Property (to the extent not provided prior to the Closing Date) which is reasonably necessary for Purchaser or its affiliate to complete audits of historical financial statements for the Property, including reviews of interim stub periods, all of which shall be provided promptly after request is made for such items (but in no event later than four (4) days after Purchaser requests such additional financial information or Seller receives such new financial information); and (ii) Seller shall use commercially reasonable efforts (at no cost or expense to Seller, other than any de minimis cost or expense or any cost or expense which Purchaser agrees in writing to reimburse) to make available all such financial information and records as are necessary to comply with such requirements. Seller agrees that (a) any breach by it of any of the provisions contained in this Section 5.3 would cause irreparable damage to Purchaser for which monetary damages and other remedies at applicable law may not be adequate, and (b) Purchaser will be entitled to obtain a restraining order, an injunction, specific performance, or other form of equitable or extraordinary relief from any court of competent jurisdiction to restrain any threatened or further breach of this Section 5.3 or to require Seller to perform its obligations under this Section 5.3, which right to equitable or extraordinary relief will not be exclusive of, but will be in addition to, all other remedies to which Purchaser may be entitled under this Agreement, at law, or in equity (including the right to recover monetary damages). The agreement of Seller contained in this Section 5.3 is given as an inducement to, and as part of the consideration for, Purchaser's purchase of the Membership Interests under this Agreement. This Section 5.3 shall survive the Closing for such period of six (6) months after the Closing Date.

5.4 Company Name. Purchaser shall not use the word "SXC" in connection with marketing the Company or the Hotel or make any public disclosures with such word, except as required by applicable law.

ARTICLE VI **CLOSING**

6.1 Closing. Consummation of the transactions contemplated by this Agreement (the "Closing") shall take place on the date hereof (the "Closing Date"). The Closing shall be conducted by escrow through the Escrow Agent on the Closing Date via escrow deliveries to the Escrow Agent in accordance with mutually acceptable escrow instructions. As more particularly

described below, at the Closing the parties hereto will (i) deliver, or cause Escrow Agent to deliver, executed copies of all of the documents required to be delivered in connection with the transactions contemplated hereby (the "Closing Documents"); and (ii) take all other action required to be taken in respect of the transactions contemplated hereby. At the Closing, Purchaser shall deliver the balance of the Purchase Price to Escrow Agent, as adjusted pursuant to the terms of this Agreement. As provided herein, the parties hereto will agree upon adjustments and prorations to certain items which cannot be exactly determined at the Closing and will make the appropriate adjustments with respect thereto. Possession of the Property shall be delivered to Purchaser at the Closing, subject to Permitted Title Exceptions and the rights of tenants under the Leases and guests in possession.

6.2 Seller's Deliveries. At the Closing and to the extent not previously furnished, Seller shall deliver all of the following, each of which shall have been duly executed (to the extent required) and, where applicable, acknowledged and/or sworn on behalf of Seller and shall be dated as of the Closing Date:

(a) An Assignment of Membership Interests, as set forth in the form of Exhibit C.

(b) Certificate(s)/Registration of Title for any vehicle owned by the Company and used in connection with the Property.

(c) The FIRPTA Certificate, in the form set forth in Exhibit D.

(d) All original Warranties and Guaranties in Seller's or the Company's possession.

(e) A list of the Company's outstanding accounts receivable (including Excluded Receivables) as of midnight on the date prior to the Closing, specifying the name of each account, the amount due to the Company, and the time period for which each amount has been outstanding (the "Aged A/R Listing").

(f) Such agreements, affidavits or other documents as may be reasonably required by the Title Company to issue the Owner's Title Policy subject only to the Permitted Title Exceptions, but excluding a non-imputation affidavit sufficient for the Title Company to provide a non-imputation endorsement to Purchaser.

(g) All books, records, operating reports, appraisal reports, files and other materials in Seller's or the Company's possession necessary to maintain continuity of operation of the Property and ownership of the Company (other than Excluded Assets).

(h) A termination of management agreement in form and substance reasonably acceptable to Purchaser which shall terminate the Management Agreement and release the Company, Purchaser and their successors and/or assigns from any obligations or liabilities to Manager thereunder, executed by the Company and Manager.

(i) A termination of the Franchise Agreement or Franchisor's standard documentation of termination of the Franchise Agreement, executed by Company and Franchisor.

(j) Possession of the Property.

(k) Any plans, keys, computer and security codes and records in Seller's or the Company's possession relating to the operation, use and maintenance of the Property and not previously conveyed to Purchaser (other than Excluded Assets).

(l) Evidence reasonably satisfactory to the Title Company that the person or persons executing the closing documents on behalf of Seller and/or the Company have full right, power and authority to do so, along with a certificate of good standing (i) of the Company from the Commonwealth of Massachusetts and the State of New Hampshire and (ii) of Seller from the State of Delaware.

(m) To the extent in Seller's or the Company's possession, originals of all Assumed Hotel Contracts and Leases.

(n) A certificate of tax good standing for the Company, issued by the Commonwealth of Massachusetts Department of Revenue.

(o) The 6(d) Certificate.

(p) The Liability Certification.

(q) Any other document or instrument specifically required by this Agreement to be delivered by or on behalf of Seller or the Company, reasonably required by the Title Company, or customarily executed in the jurisdiction in which the Hotel is located, to effectuate the conveyance of the Membership Interests.

6.3 Purchaser's Deliveries. At the Closing and to the extent not previously furnished, Purchaser shall deliver the following (which, where applicable, shall have been duly executed by Purchaser and, where applicable, acknowledged and/or sworn on behalf of Purchaser and shall be dated as of the Closing Date):

(a) Purchaser shall deliver to Escrow Agent the portion of the Purchase Price described in Section 2.2 hereof.

(b) Such agreements, affidavits or other documents as may be reasonably required by the Title Company to issue Owner's Title Policy subject only to the Permitted Title Exceptions.

(c) Evidence reasonably satisfactory to the Title Company that the person or persons executing the closing documents on behalf of Purchaser has full right, power and authority to do so, along with a certificate of good standing of Purchaser from the State of Delaware.

(d) Any other document or instrument specifically required by this Agreement to be delivered by or on behalf of Purchaser, reasonably required by the Title Company, or customarily executed in the jurisdiction in which the Hotel is located, to effectuate the conveyance of the Membership Interests.

6.4 Mutual Deliveries. At the Closing, Purchaser and Seller shall mutually execute and deliver the following:

(a) A final closing statement reflecting the Purchase Price and the adjustments and prorations required hereunder and the allocation of income and expenses required hereby.

(b) The Interim Agreement.

(c) The Holdback Escrow Agreement.

6.5 Closing Costs. Except as is explicitly provided in this Agreement, each party hereto shall pay its own legal fees and expenses, and Seller shall pay all legal fees and expenses of the Company incurred prior to the Closing on Seller's behalf for the negotiation and consummation of the transaction contemplated herein. Purchaser and Seller shall each pay one-half of the Escrow Agent's settlement fee. Seller shall pay all transfer, sales or other similar taxes and surtaxes due with respect to the sale of the Membership Interests, if any. Purchaser shall pay the premium for the Owner's Policy (and any lender's title policy, if applicable) and any extended coverage. Purchaser shall pay for the Survey and for all endorsements to the Owner's Title Policy (and any lender's title policy, if applicable). To the extent such releases or corrective instruments are required to be delivered by Seller or the Company pursuant to the terms of this Agreement, Seller shall pay for the costs associated with the releases of any deeds of trust, mortgages and other financing instruments encumbering the Property and for any costs associated with any corrective instruments. All other costs (except any costs incurred by either party for its own account) which are necessary to carry out the transactions contemplated hereunder shall be paid in accordance with the terms and provisions of this Agreement or, if this Agreement is silent with respect thereto, in accordance with local custom in the market area.

6.6 Revenue and Expense Allocations.

(a) All revenues and expenses with respect to the Property and the Company, and applicable to the period before and after Closing, determined in accordance with an accrual basis of accounting consistently applied, shall be allocated between Seller and Purchaser as provided herein. Seller shall be entitled to all revenue (other than the Rooms Ledger, which is pro-rated pursuant to Section 6.6(i)) and shall be responsible for all expenses for the period of time up to and including 11:59 p.m. (State of New York time) on the day preceding the Closing Date (the "Cutoff Time"), and Purchaser shall be entitled to all revenue (other than the Rooms Ledger, which is pro-rated pursuant to Section 6.6(i)) and shall be responsible for all expenses for the period of time after the Cutoff Time (for the avoidance of doubt, housekeeping costs for the date of Closing shall be paid by Purchaser). Such adjustments, together with an adjustment for the Rooms Ledger pursuant to Section 6.6(i), shall be shown on the closing statement (with such supporting documentation as the parties hereto may require being attached as exhibits to the

closing statements) and, except as expressly set forth herein, shall increase or decrease (as the case may be) the cash amount payable by Purchaser pursuant to Section 2.2 hereof. The computation of the adjustments for the closing statement shall be jointly prepared by Purchaser and Seller using actual calculations through the Cutoff Time and, where necessary, estimated amounts. Without limiting the generality of the foregoing, the following items of revenue and expense shall be allocated at Closing:

- (i) Current rents under the Leases, if any.
- (ii) All real estate taxes, personal property taxes, or any other taxes and assessments of any nature upon the Property levied, assessed or pending for the fiscal year in which the Closing occurs.
- (iii) Revenue and expenses under the Assigned Hotel Contracts.
- (iv) Utility and capacity charges (including, but not limited to, charges for water, sewer and electricity). Seller shall receive a credit for any utility deposits, unless such deposits cannot be retained for the benefit of the Company.
- (v) Without limiting Section 3.1(d), municipal or other governmental improvement liens or special assessments for public improvements, which shall be paid by Seller at Closing where the work has been completed, and which shall be assumed by Purchaser at Closing where the work has been authorized or started, but not completed.
- (vi) Permit and license fees, where retained by the Company.
- (vii) All other revenues and expenses of the Property including, but not limited to, such items as restaurant, bar and meeting room income and expenses and the like.
- (viii) Such other items as are usually and customarily prorated between purchasers and sellers of hotel properties in the area where the Property is located.

(b) Purchaser shall receive a credit against the Purchase Price for the total of prepaid rents, prepaid receipts and deposits for Advance Bookings and unforfeited security deposits together with interest thereon held by the Company under Leases. At Closing, the Purchase Price shall be increased by: (A) at face value, all petty cash funds in the hands of the Company (or Manager) in connection with the Hotel guest operations at the Property, (B) at face value, the so-called "guest ledger" as mutually approved by Purchaser and Seller for the Hotel of guest accounts receivable payable to the Hotel as of the check-out time for the Hotel on the Closing Date (based on guests and customers then using the Hotel) for all room nights up to but not including the room night during which the Cutoff Time occurs and (C) at face value, all of the Company's other accounts receivable that are less than sixty (60) days outstanding. For purposes

of this Agreement, face value shall have the following meanings: (i) for petty cash, an amount equal to the total of all petty cash funds on hand at Closing; (ii) for the guest ledger, the total of all accounts receivable as shown on the records of the Hotel (not including the Rooms Ledger, which shall be pro-rated pursuant to Section 6.6(i)) and (iii) for all of the Company's other accounts receivable that are less than sixty (60) days outstanding the amount due to the Company as reflected in the Aged A/R Listing. The purchase price of said petty cash fund, guest ledger and accounts receivable, as determined above, shall be paid to Seller at Closing by a credit to Seller in the computation of the adjustments and prorations on the Closing Date.

(c) To the extent accrued, earned, and then unpaid, Seller shall be required to pay or cause to be paid on or before the Closing Date any wages, vacation and/or sick pay, bonuses, pension, profit-sharing and welfare benefits and other compensation and fringe benefits of all persons employed at the Property on or before the Closing Date, including any employment taxes or other fees or assessments attributable thereto.

(d) Seller shall be required to pay all retail sales, occupancy and liquor taxes and like impositions through the date of Closing Date.

(e) At or prior to Closing, Seller shall pay or cause to be paid all Company Liabilities in accordance with Section 2.9 hereof, and to the extent not paid, Purchaser shall receive a credit therefor.

(f) Such other items which have not been addressed above and which are customarily prorated and adjusted in the sale of a hotel in the Commonwealth of Massachusetts shall be prorated on the Closing Date in accordance with standard industry practices in the Commonwealth of Massachusetts.

(g) Purchaser shall receive a credit against the Purchase Price for the value of all unredeemed and unexpired vouchers, gift certificates, media barter, and other promotional materials (together, the "Vouchers") which may be used as full or partial payment for any Hotel service including, room rentals, food and beverage service, or any other item either borne directly by the owner of the Hotel or which is reimbursable by the owner of the Hotel. Seller shall reimburse Purchaser upon demand for the value of any Vouchers not shown on Schedule 3.1(w) that is presented to the Hotel at any time following the Closing Date and prior to the Limitation Date. The credit and reimbursement obligations under this Section 6.6(g) shall survive the Closing until the Limitation Date.

(h) If accurate allocations cannot be made at Closing because current bills are not obtainable (as, for example, in the case of utility bills and/or real estate or personal property taxes), the parties shall allocate such revenue or expenses at Closing on the best available information, subject to adjustment upon receipt of the final bill or other evidence of the applicable revenue or expense within ninety (90) days after the Closing Date. The obligation to make the adjustment and make any payments shall survive the Closing. Any revenue received or expense incurred by Seller, the Company or Purchaser with respect to the Property after the Closing Date shall be promptly allocated in the manner described herein and the parties shall promptly pay or reimburse any amount due.

(i) The Rooms Ledger shall be credited fifty percent (50%) to Seller, but Seller's share shall be reduced by the applicable credit card and travel agent commissions allocable to Seller, which commissions shall be paid by Purchaser, and fifty percent (50%) to Purchaser.

(j) For purposes of this Section 6.6, Seller shall mean and include (where applicable) the Company up to the Cutoff Time, and Purchaser shall mean and include (where applicable) the Company after the Cutoff Time.

6.7 Acquisition of Inventory and Personal Property. The Purchase Price includes all of the Company's inventories of food and beverage, sundries and any items offered to guests for sale, office supplies, linens, towels, paper goods, soaps, cleaning supplies, china, glassware, silverware and miscellaneous guest supplies, engineering cleaning supplies and the like (collectively, the "Inventory") and other Personal Property. The Purchaser and Seller shall jointly prepare a Closing Date Inventory count and report.

6.8 Baggage. All baggage checked or left in the care of the Company as of the Cutoff Time shall be listed in an inventory to be prepared in duplicate and signed by such Seller and Purchaser, and Purchaser shall give Seller a copy of the inventory. Purchaser shall be responsible for such baggage after the Cutoff Time and shall indemnify and hold Seller harmless against and from all liability, loss, claim, cost, damage or expense related to the foregoing, and Seller shall indemnify Purchaser against all claims, losses or liabilities with respect to such baggage arising out of the acts or omissions of Seller or the Company prior to the Closing, which indemnities shall survive the Closing.

6.9 Safe Deposit Boxes. Prior to the Closing Date, Seller shall notify or cause to be notified all guests or customers who are then using a safe deposit box at the Hotel advising them of the pending change in management of the Hotel and requesting them to conduct an inventory and verify the contents of such safe deposit box. All inventories by such guests or customers shall be conducted under joint supervision of employees, agents or representatives of the Purchaser and Seller. Upon such inventory and verification, Seller shall deliver to Purchaser all keys, receipts and agreements for such safe deposit box (and thereafter such safe deposit box shall be deemed an "Inventoried Safe Deposit Box"). Upon Closing, Seller shall deliver to Purchaser all keys in Seller's possession for all safe deposit boxes not then in use, and a list of all safe deposit boxes which are then in use, but not yet inventoried by the depositor, with the name and room number of such depositor. After the Closing, Seller and Purchaser shall make appropriate arrangements for guests and customers at the Hotel to inventory and verify the contents of the non-Inventoried Safe Deposit Boxes, and upon such inventory and verification, Seller shall deliver to Purchaser all keys, receipt and agreements for such safe deposit box (and such safe deposit box thereafter shall constitute an Inventoried Safe Deposit Box). Purchaser shall be responsible for such safe deposit boxes after the Cutoff Time and shall indemnify and hold Seller harmless against and from all liability, loss, claim, cost, damage or expense related to the foregoing, and Seller shall indemnify Purchaser against all claims, losses or liabilities with respect to such safe deposit boxes arising out of the acts or omissions of Seller or the Company prior to the Closing, which indemnities shall survive the Closing. This Section 6.9 shall survive the Closing.

ARTICLE VII
GENERAL PROVISIONS

7.1 Broker. The parties acknowledge that no real estate broker, real estate agent or finder has been the procuring cause of this Agreement other than Holiday Fenoglio Fowler, L.P. Purchaser warrants and represents to Seller that Purchaser has not dealt with any real estate broker, other than Holiday Fenoglio Fowler, L.P., in connection with this transaction, nor has Purchaser been introduced to the Property or to Seller by any real estate broker, other than Holiday Fenoglio Fowler, L.P., and Purchaser shall indemnify Seller and hold Seller harmless from and against any claims, suits, demands or liabilities of any kind or nature whatsoever arising on account of the claim of any other Person to a real estate brokerage commission or a finder's fee as a result of having dealt with Purchaser, or as a result of having introduced Purchaser to Seller or to the Property, other than Holiday Fenoglio Fowler, L.P. In like manner, Seller warrants and represents to Purchaser that, neither Seller nor the Company has dealt with any real estate broker, other than Holiday Fenoglio Fowler, L.P., in connection with this transaction, nor has Seller or the Company been introduced to Purchaser by any real estate broker, other than Holiday Fenoglio Fowler, L.P., and Seller shall indemnify Purchaser and save and hold Purchaser harmless from and against any claims, suits, demands or liabilities of any kind or nature whatsoever arising on account of the claim of any Person to a real estate brokerage commission or a finder's fee as a result of having dealt with Seller or the Company in connection with this transaction, other than Holiday Fenoglio Fowler, L.P. At Closing, Seller shall pay in full all broker fees and expenses of Holiday Fenoglio Fowler, L.P. This provision shall survive the Closing.

7.2 Bulk Sale. Seller and Purchaser acknowledge that they do not intend to comply with and have agreed to waive the provisions of any statutory bulk sale or similar requirements applicable to the transaction to be effected by this Agreement. Seller and Purchaser agree to rely upon the adjustment and indemnification provisions of this Agreement to address any matters that would otherwise be subject to such bulk sale or other requirements. Seller hereby agrees to indemnify and save and hold Purchaser harmless from and against any claim or obligation arising out of with respect to bulk sale or other tax requirements and such waiver. This provision shall survive the Closing.

7.3 Confidentiality. In the event that Purchaser retains electronic copies of any Submission Matters following the termination of this Agreement, Purchaser agrees to keep the Submission Matters confidential and not to disclose to any third party, other than its prospective partners, investors, members and lenders, and their respective attorneys, accountants, and consultants, the substance or status of the same provided that Purchaser shall instruct such parties to treat the Submission Matters as confidential. This Section 7.3 shall survive termination of this Agreement.

7.4 Covenant Not To Compete.

(a) Covenant Not To Compete. Seller agrees that, during the Restricted Period, Seller shall not, directly or indirectly, either for itself or for any other Person or Affiliate, develop, own, operate, manage and/or otherwise participate in any hotel, motel or other lodging business anywhere within the Restricted Territory. For purposes of this Agreement, the term "participate"

includes any direct or indirect interest in any enterprise, whether as an officer, director, employee, partner, member, sole proprietor, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, owner or otherwise; provided that the term "participate" shall not include ownership of less than 5% of the stock of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market.

(b) Definitions.

(i) "Restricted Period" means the period commencing on the Closing Date and ending on the third (3rd) anniversary thereof.

(ii) "Restricted Territory" means anywhere within a two (2) mile radius of the Hotel.

(c) Specific Performance. Seller agrees that the covenants contained in this Section 7.4 are reasonable with respect to their duration, geographical area and scope. Seller agrees that Purchaser would suffer irreparable harm from a breach by Seller or its Affiliate of any of the covenants or agreements contained in this Section 7.4. In the event of an alleged or threatened breach by Seller or its Affiliate of any of the provisions of this Section 7.4, Purchaser, its Affiliates or its successors or assigns may, in addition to all other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof.

(d) Scope, etc. If, at the time of enforcement of any of the provisions of this Section 7.4, a court holds that the restrictions stated therein are unreasonable under the circumstances then existing with respect to Seller, the parties hereto agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area with respect to Seller.

(e) Affiliates. The terms of this Section 7.4 shall apply to Affiliates of Seller (including without limitation XSS LLC and Mark Stebbins) to the same extent as if such Affiliate were a party hereto, and Seller shall take whatever actions may be commercially reasonable to cause any of its Affiliates to adhere to the provisions of this Section 7.4. For the avoidance of doubt, nothing in this Section 7.4 shall prohibit Pro Con, Incorporated and Mark Stebbins, in his capacity as Chairman & CEO of Pro Con, Incorporated, from constructing hotels, motels and other lodging businesses anywhere within the Restricted Territory during the Restricted Period.

ARTICLE VIII
DEFAULT; INDEMNIFICATION

8.1 Costs and Attorneys' Fees. Notwithstanding anything to the contrary contained herein, in the event of any litigation or dispute between the parties arising out of or in any way connected with this Agreement, resulting in any litigation, then the prevailing party in such litigation shall be entitled to recover its costs of prosecuting and/or defending same including, without limitation, reasonable attorneys' fees at trial and all appellate levels. The provisions of this Section 8.1 shall survive the Closing.

8.2 Limitation of Liability. Notwithstanding anything herein to the contrary, except in the case of fraud by either party, (a) the liability of each party hereto resulting from the breach or default by either party shall be limited to actual damages incurred by the injured party and (b) the parties hereto hereby waive their rights to recover from the other party consequential, punitive, exemplary, and speculative damages. The provisions of this Section 8.2 shall survive the Closing, and shall not be limited by application of the Limitation Date set forth in Section 9.12.

8.3 Indemnification by Seller. Subject to the limitations set forth in Sections 8.2, 8.5, 8.6, and 9.12, and any other express provision in this Agreement, Seller shall defend, indemnify and hold harmless the Purchaser Indemnitees from and against any Indemnification Loss incurred by any Purchaser Indemnitee to the extent resulting from (i) any breach by Seller of any of its representations, warranties, covenants or obligations under this Agreement which expressly survives the Closing, and (ii) any Company Liabilities (except to the extent Purchaser received a credit therefor pursuant to Section 6.6(e)).

8.4 Indemnification by Purchaser. Subject to the limitations set forth in Sections 8.2, 8.5, 8.6 and 9.12, Purchaser shall defend, indemnify and hold harmless the Seller Indemnitees from and against any Indemnification Loss incurred by any Seller Indemnitee to the extent resulting from (i) any breach by Purchaser of any of its representations, warranties, covenants or obligations under this Agreement which expressly survives the Closing, (ii) any Company Liabilities to the extent Purchaser received a credit therefor pursuant to Section 6.6(e) and (ii) any liabilities of the Company arising from and after the Closing (except to the extent resulting from a breach of any representation, warranty or covenant made by Seller in this Agreement).

8.5 Limitations on Indemnification Obligations.

(a) Failure to Provide Timely Notice of Indemnification Claim. Notwithstanding anything to the contrary in this Agreement, an Indemnitee shall not be entitled to defense or indemnification to the extent the Indemnitee's failure to promptly notify the Indemnitor in accordance with Section 8.6(a), (i) prejudices the Indemnitor's ability to defend against any Third-Party Claim on which such Indemnification Claim is based, or (ii) increases the amount of Indemnification Loss incurred in respect of such indemnification obligation of the Indemnitor.

(b) Negligence or Willful Misconduct of Indemnitee. Notwithstanding anything to the contrary in this Agreement, (i) a Purchaser Indemnitee shall not be entitled to defense or indemnification to the extent the applicable Indemnification Loss results from the gross negligence or willful misconduct of, or breach of this Agreement by, any Purchaser Indemnitee, and (ii) a Seller Indemnitee shall not be entitled to defense or indemnification to the extent the applicable Indemnification Loss results from the gross negligence or willful misconduct of, or breach of this Agreement by, any Seller Indemnitee.

8.6 Indemnification Procedure.

(a) Notice of Indemnification Claim. If any of the Seller Indemnitees or Purchaser Indemnitees (as the case may be) (each, an "Indemnitee") is entitled to defense or indemnification under Section 6.7, 6.8, 7.2, 8.3 or 8.4 or any other express provision in this

Agreement (each, an "Indemnification Claim"), the party required to provide defense or indemnification to such Indemnatee (the "Indemnitor") shall not be obligated to defend, indemnify and hold harmless such Indemnatee unless and until such Indemnatee provides written notice to such Indemnitor promptly after such Indemnatee has actual knowledge of any facts or circumstances on which such Indemnification Claim is based or a Third-Party Claim is made on which such Indemnification Claim is based, describing in reasonable detail such facts and circumstances or Third-Party Claim with respect to such Indemnification Claim.

(b) Resolution of Indemnification Claim Not Involving Third-Party Claim. If the Indemnification Claim does not involve a Third-Party Claim and is disputed by the Indemnitor, the dispute shall be resolved by litigation or other means of alternative dispute resolution as the parties may agree in writing.

(c) Resolution of Indemnification Claim Involving Third-Party Claim. If the Indemnification Claim involves a Third-Party Claim, the Indemnitor shall have the right (but not the obligation) to assume the defense of such Third-Party Claim, at its cost and expense, and shall use good faith efforts consistent with prudent business judgment to defend such Third-Party Claim, provided that (i) the counsel for the Indemnitor who shall conduct the defense of the Third-Party Claim shall be reasonably satisfactory to the Indemnatee (unless selected by Indemnitor's insurance company), (ii) the Indemnatee, at its cost and expense, may participate in, but shall not control, the defense of such Third-Party Claim, and (iii) the Indemnitor shall not enter into any settlement or other agreement which requires any performance by the Indemnatee, other than the payment of money which shall be paid by the Indemnitor. The Indemnatee shall not enter into any settlement or other agreement with respect to the Indemnification Claim, without the Indemnitor's prior written consent, which consent may be withheld in Indemnitor's sole discretion. If the Indemnitor elects not to assume the defense of such Third-Party Claim, the Indemnatee shall have the right to retain the defense of such Third-Party Claim and shall use good faith efforts consistent with prudent business judgment to defend such Third-Party Claim in an effective and cost efficient manner.

8.7 Holdback Escrow. To secure Seller's post-Closing obligations and liabilities under this Agreement, including under Section 5.3, but only to the extent of Purchaser's actual losses (net of insurance proceeds received by Purchaser or the Company), at the Closing, (a) Purchaser, Seller and Escrow Agent shall execute and deliver a Holdback Escrow Agreement in the form of Exhibit E attached hereto, relating to the Holdback Amount (the "Holdback Escrow Agreement") and (b) \$1,000,000 shall be withheld from the Purchase Price otherwise payable to Seller at Closing and shall be retained and held in escrow by Escrow Agent pursuant to the Holdback Escrow Agreement (the "Holdback Amount"). The Holdback Amount shall be released from escrow and distributed to Seller as follows:

- a. If no claims have been made within six (6) months following the Closing Date, Escrow Agent shall release and distribute \$500,000 to Seller six (6) months following the Closing Date, thereby reducing the Holdback Amount to \$500,000; and,
- b. Within two (2) Business Days following the Limitation Date, Escrow Agent shall release and distribute the balance of the Holdback Amount (net of any pending claims) plus any accrued interest to Seller.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, offering memoranda and any agreements including, without limitation, any letter of intent agreement between the parties, and negotiations between the parties hereto. This Agreement may be modified only by a written instrument duly executed by the parties hereto.

9.2 Assignments. Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto, which consent may be withheld in such other party's sole discretion.

9.3 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted respective successors and assigns.

9.4 Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is not a Business Day, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first Business Day following such day. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not Business Days.

9.5 Governing Law. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the Commonwealth of Massachusetts (without reference to the Commonwealth of Massachusetts' conflicts of law principles). To the maximum extent permitted by applicable law, any action to enforce, arising out of, or relating in any way to, any of the provisions of this Agreement shall be brought and prosecuted in such court or courts located in the Commonwealth of Massachusetts as is provided by law, and the parties consent to the jurisdiction of said court or courts located in the Commonwealth of Massachusetts and to service of process by registered mail, return receipt requested, or by any other manner permitted by law.

9.6 Counterparts. To facilitate execution, this Agreement may be executed in counterparts. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement. A signature delivered by facsimile or other electronic means shall constitute an original for all purposes hereunder.

9.7 Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.8 Costs. Regardless of whether Closing occurs hereunder, and except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby including, without limitation, fees of attorneys, engineers and accountants.

9.9 Notices. All notices, requests, demands, consents and other communications required or permitted hereunder shall be in writing and shall be delivered by (i) hand, (ii) prepaid next-day delivery by FedEx (or a comparable overnight delivery service) or (iii) email transmission, in which event notice shall be deemed to occur the same day if received before 5:00 p.m. (New York time) on a Business Day and, if not so received, the next Business Day; provided, however, that a copy of any notice sent by email transmission shall also be sent by prepaid next-day delivery by Federal Express (or a comparable overnight delivery service) no later than the next Business Day following the date notice was sent by email transmission, at the addresses and with such copies as designated below. Any notice, request, demand or other communication delivered or sent in the manner aforesaid may be given by the party required to give such notice or its attorney, and shall be deemed given or made (as the case may be) when actually delivered to or refused by the intended recipient.

If to Seller: SXC Holdings, LLC
 c/o XSS LLC
 1359 Hooksett Road
 Hooksett, NH 03106
 Attn: Mark Stebbins
 Email: mstebbins@proconinc.com

With a copy to: Stebbins, Lazos & Van Der Beken, P.A.
 889 Elm Street, 6th Floor
 Manchester, NH 03101
 Attn: Robert Previti, Esq.
 Email: rpreviti@slvlaw.com

If to Purchaser: LVP RI Needham Holdings LLC
 c/o The Lightstone Group, LLC
 460 Park Avenue, 13th Floor
 New York, NY 10022
 Attn: Guy Crawford
 Email: gcrawford@lightstonegroup.com

With a copy to: c/o The Lightstone Group
 1985 Cedar Bridge Avenue, Suite 1
 Lakewood, NJ 08701
 Attn: Joseph E. Teichman, Esq.
 Email: jteichman@lightstonegroup.com

With a copy to: Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219
Attn: Timothy Q. Hudak, Esq.
Email: thudak@eckertseamans.com

If to Escrow Agent: Madison Mahwah Title, LP
1125 Ocean Avenue, Suite 1009
Lakewood, NJ 08701
Attn: Chava Halberstadt and Debra Scarlino
Email: Chalberstadt@madisontitle.com and
Dscarlino@madisontitle.com

If to Title Company: Lamb and Associates, P.C.
531 Concord Street
Holliston, MA 01746
Attn: Marty Lamb
Email: marty@metrowestlaw.com

or to such other address as the intended recipient may have specified in a notice to the other party. Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party and Escrow Agent in a manner described in this Section.

9.10 Escrow Agent. Escrow Agent shall not be liable: (a) to any of the parties for any act or omission to act except for its own gross negligence or willful misconduct; (b) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument; (c) for any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution; (d) for the expiration of any time limit or other consequence of delay, unless a properly executed written instruction, accepted by Escrow Agent, has instructed Escrow Agent to comply with said time limit; (e) for the default, error, action or omission of either party to the escrow. Escrow Agent, in its capacity as escrow agent, shall be entitled to rely on any document or paper received by it, believed by such Escrow Agent, in good faith, to be bona fide and genuine. In the event of any dispute as to the disposition of the Deposit or any other monies held in escrow, or of any documents held in escrow, Escrow Agent may, if such Escrow Agent so elects, interplead the matter by filing an interpleader action in a court of competent jurisdiction in the county or circuit where the Real Property is located (to the jurisdiction of which both parties do hereby consent), and pay into the registry of the court the Deposit, or deposit any such documents with respect to which there is a dispute in the registry of such court, whereupon such Escrow Agent shall be relieved and released from any further liability as Escrow Agent hereunder. Escrow Agent shall not be liable for Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment and decree of any court, whether issued with or without jurisdiction, and whether subsequently vacated, modified, set aside or reversed.

9.11 Incorporation by Reference. All of the schedules and exhibits attached hereto are by this reference incorporated herein and made a part hereof.

9.12 Survival. The representations and warranties made herein and any covenant or provision made herein that expressly survives the Closing shall survive through but not beyond the Limitation Date, provided that the aforesaid limitation shall not apply to the prosecution of any claim made and action commenced in accordance with clauses (a) and (b) below on or prior to the Limitation Date. Seller and Purchaser hereby agree that, notwithstanding any provision of this Agreement or any provision of law to the contrary, any action which may be brought for any misrepresentation or breach of warranty made pursuant to this Agreement shall be forever barred unless, no later than the first (1st) anniversary of the Closing Date (the "Limitation Date"), the party claiming such breach or misrepresentation delivers to the other a written notice of claim setting forth the basis for such claim. Notwithstanding anything to the contrary contained in this Agreement, any claim that Purchaser may have at any time against Seller will not be valid or effective, and Seller shall have no liability with respect thereto, unless the aggregate of all valid claims exceed Fifty Thousand Dollars (\$50,000); provided that once the \$50,000 is exceeded, Seller shall be responsible for all amounts payable under this Section 9.12 without regard to the \$50,000 (i.e. from the first dollar). Seller's liability for damages resulting from valid claims shall in no event exceed One Million Dollars (\$1,000,000.00) in the aggregate; provided, however, that no such limitations shall apply in relation to any claims based on or related to any misrepresentation of the Seller constituting a knowing misrepresentation or omission, deceit or fraud. This Section 9.12 shall survive the Closing.

9.13 Further Assurance. Seller and Purchaser each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the transactions described herein provided that compliance with the provision of this Section 9.13 shall not increase the liability of the complying party. This Section 9.13 shall survive the Closing.

9.14 No Partnership. This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto except the relationship of Seller and Purchaser specifically established hereby.

9.15 Time of Essence. Time is of the essence with respect to every provision hereof.

9.16 Signatory Exculpation. The signatory(ies) for Purchaser and Seller is/are executing this Agreement in his/their capacity as representative of such party and not individually and, therefore, shall have no personal or individual liability of any kind in connection with this Agreement and the transactions contemplated by it.

9.17 Rules of Construction. The following rules shall apply to the construction and interpretation of this Agreement:

(a) Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

(b) All references herein to particular articles, sections, subsections, clauses or exhibits are references to articles, sections, subsections, clauses or exhibits of this Agreement.

(c) The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(d) The words "hereof", "herein", "hereunder" and similar terms when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) The words "include" and "including" wherever used in this Agreement shall be deemed to be followed by the words "without limitation".

(f) Each party hereto and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits and schedules hereto.

(g) Except as expressly noted herein to the contrary, all time periods referred to in this Agreement shall mean the time periods in effect in the Eastern Standard time zone.

9.18 No Recording. Neither this Agreement nor any memorandum hereof, or any other instrument intended to give notice hereof (or which actually gives notice hereof) shall be recorded.

9.19 PDF Signatures. The execution of this Agreement and all notices given hereunder and all amendments hereto, may be effected by PDF signatures, all of which shall be treated as originals; provided, however, that the party receiving a document with a PDF signature may, by notice to the other, require the prompt delivery of an original signature to evidence and confirm the delivery of the PDF signature.

9.20 WAIVER OF TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PURCHASER AND SELLER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR ANY OTHER DOCUMENT DELIVERED IN CONNECTION HERewith, OR THE RELATIONSHIP BETWEEN THE PARTIES AS PURCHASER AND SELLER, THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. THE TERMS OF THIS SECTION 9.20 SHALL SURVIVE THE CLOSING.

9.21 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party (including the Title Company), other than Escrow Agent with respect to Section 9.10 and accordingly no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

9.22 Waiver. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by any party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

9.23 1031 Exchange. If either Seller or Purchaser wishes to enter into a like-kind exchange (either simultaneous with the Closing or deferred) with respect to the Property or the Company under Section 1031 of the Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (i) the cooperating party shall incur no liability or expense related to the Exchange and (ii) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange. Purchaser's or Seller's cooperation shall include, but not be limited to, permitting the assignment of rights under this Agreement to a qualified intermediary (as defined in Treasury Regulation Section 1.1031(k)-1(g)(4)(iii)) (the "QI"), or permitting an assignment of this Agreement to a QI to effectuate the Exchange and/or entering into an agreement with a QI for the acquisition of the Property (or interests in the Property) and permitting the assignment of rights under this Agreement to two or more assignees as tenants in common in connection with the Exchange, provided that Purchaser or Seller, as the case may be, shall remain obligated for all of the terms and conditions hereunder. Seller represents that Seller shall be the "Exchangor" under an Exchange for the Property, as the "Relinquished Property", and shall be the purchasing entity for the "Replacement Property" in such Exchange, as all such terms are used and defined in similar Exchanges. The exchanging party shall be responsible for all agreements, documents and escrow instructions and no substitution of or assignment to another party to effectuate such exchange shall release any other party from its obligations, warranties or obligations under this Agreement or from liability from any prior or subsequent default.

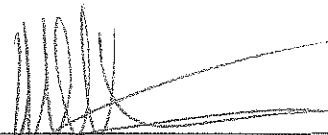
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their respective duly authorized representatives.

SELLER:

SXC HOLDINGS LLC,
a Delaware limited liability company

By: SXC Managing Member, LLC, its Manager

By: 
Mark Stebbins, Managing Member

PURCHASER:

LVP RI NEEDHAM HOLDINGS LLC,
a Delaware limited liability company

By: _____
Joseph E. Teichman, Executive Vice President

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their respective duly authorized representatives.

SELLER:

SXC HOLDINGS LLC,
a Delaware limited liability company

By: SXC Managing Member, LLC, its Manager

By: _____
Mark Stebbins, Managing Member

PURCHASER:

LVP RI NEEDHAM HOLDINGS LLC,
a Delaware limited liability company

By:  _____
Joseph E. Teichman, Executive Vice President

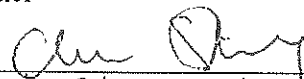
RECEIPT OF ESCROW AGENT

Madison Mahwah Title, LP, as Escrow Agent, acknowledges its receipt of the sum of \$1,000,000.00 from Purchaser as described in Section 2.3 of the foregoing Membership Interest Purchase Agreement (the "Agreement") and which will be held pursuant to the terms and provisions of the Agreement, including without limitation Section 9.10 of the Agreement.

DATED as of December 5, 2017.

MADISON MAHWAH TITLE, LP

By: Madison Title Agency, LLC, its General
Partner

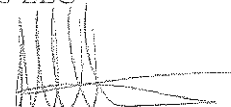
By: 
Name: Chana Skay
Title: Senior Title Officer

NON-COMPETITION JOINDER

Each of the undersigned hereby joins in the foregoing Membership Interest Purchase Agreement (the "Agreement") solely for purposes of agreeing to be bound by Section 7.4 of the Agreement.

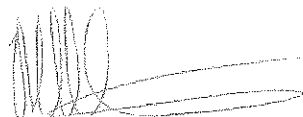
DATED as of December 5, 2017.

XSS LLC

By: 

Name: Mark Stebbins

Title: Manager



Mark Stebbins

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OF
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Exhibit A

Legal Description

All that certain premises and proportionate interest in and to the Hotel Unit of the Condominium known as Center 128 Condominium, located thereon, situated at 66 B Street, 410 First Avenue & 360 First Avenue and 37 A Street, in the Town of Needham, County of Norfolk and Commonwealth of Massachusetts, together with an undivided percentage in the common elements therein as established by Master Deed of Center 128 Condominium recorded with the Norfolk County Registry of Deeds on August 2, 2012 at Book 30268, Page 511 and filed as Document No. 1259666, as affected by First Amendment to Master Deed of Center 128 Condominium to Add Hotel Phase, dated November 27, 2013, recorded at Book 31929, Page 205, in the related By-Laws, in the Declaration of Trust of Center 128 Condominium Trust recorded on August 2, 2012 at Book 30268, Page 552, and filed as Document No. 1259667, as affected by First Amendment to Declaration of Trust of Center 128 Condominium Trust dated November 7, 2013 recorded in Book 31929, Page 203, and/or Site Plans and Floor Plans recorded at Plan Book 617, Pages 11 and 12, as affected by Hotel Site Plan recorded in Plan Book 627, Page 49, and by Hotel Floor Plans recorded in Plan Book 627, Pages 50-54, and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.

For title, see Unit Deed of Center 128 Condominium dated November 27, 2013 and recorded at Book 31929, Page 212.

Exhibit B

Permitted Title Exceptions

1. Rights and easements as set forth in a grant to the Boston Edison Company and New England Telephone and Telegraph Company dated March 12, 1954 and recorded in Book 3248, Page 3.
2. Decision by the Town of Needham Planning Board Dated June 25, 2008 and filed as Document No. 1198934.
3. Easement granted by Gerald W. Blakeley, J. Robert Linnell and Alexander C. Forbes, Trustees of New England Industrial Center to New England Telephone and Telegraph Company by instrument dated March 12, 1954 and recorded in Book 3248, Page 3, said easement shown as Easement No. 12 on "Plan of Land in Needham, Mass." Dated February 2, 1954 prepared by William S. Croker, civil engineer recorded as Plan No. 335 of 1954; as affected by Easement Agreement dated April 11, 2000 and filed as Document No. 855496.
4. Rights and easements set forth in grant of Gerald W. Blakely, Jr., et al, Trustees to Boston Edison Company and New England Telephone and Telegraph Company, dated May 12, 1954 and recorded in Book 3248, Page 3 and filed as Document No. 161358.
5. Easement to the Town of Needham dated May 18, 1954 and recorded in Book 3263, Page 57.
6. Decision by the Town of Needham Planning Board, dated February 24, 1987 and recorded at Book 7522, Page 645.
7. Decision by the Town of Needham Board of Appeals dated March 18, 1987 and recorded at Book 7522, Page 649.
8. Covenants, conditions, restrictions, reservations, easements liens for assessments, options, powers of attorney, and limitations on title, created by M.G.L.A. Chapter 183A or set forth in the Master Deed of Center 128 Condominium recorded with the Norfolk County Registry of Deeds on August 2, 2012 at Book 30268, Page 511 and filed as Document No. 1259666, as affected by First Amendment to Master Deed of Center 128 Condominium to add Hotel Phase dated November 27, 2013, recorded at Book 31929, Page 205, in the related By-Laws, in the Declaration of Trust of Center 128 Condominium Trust recorded on August 2, 2012 at Book 30268, Page 552 and filed as Document No. 1259667, as affected by First Amendment to Declaration of Trust of Center 128 Condominium Trust dated November 7, 2013 recorded in Book 31929, Page 203, and/or Site Plans and Floor Plans recorded at Plan Book 616, Pages 11 and 12, as affect by Hotel Site Plan recorded in Plan Book 627, Page 49 and by Hotel Floor Plans recorded in Plan Book 627, Page 50-54; and as further affected by Second Amendment to Declaration of Trust of Center 128 Condominium Trust dated June 22, 2015 and recorded with said Deeds at Book 33240,

Page 437, and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by policy.

9. Decision by the Town of Needham Planning Board Major Site Plan Special Permit dated April 23, 2012 and recorded at Book 30010, Page 264 and filed as Document No. 1,252734.
10. Notice of Voluntary Withdrawal of Land from Registration System dated July 19, 2012, recorded at Book 30269, Page 1 and filed as Document No. 1259668.
11. Terms and provisions of the Unit Deed recorded at Book 31929, Page 212.
12. Decision by the Town of Needham Planning Board – Major Site Plan Special Permit, dated October 16, 2012 and recorded at Book 30675, Page 353; as affected by First Amended and Restated Major Site Plan Special Permit dated April 2, 2013 and recorded in Book 31283, Page 474.
13. Major Project Site Plan Special Permit Amendment dated September 17, 2013 and record in Book 31806, Page 465.
14. Matters shown on Plan entitled: “Phase 1 Master Deed Site Plan of Center 128 Condominium in Needham, MA, dated July 2, 2012” by Precision Land Surveying, Inc., recorded in Plan Book 616 as Plan 12 of 2012.
15. Easement Agreement dated June 16, 2015 by and among Needham Nine Owner, LLC, as Grantor, Normandy Gap-V Development Needham LLC, as Development and Normandy Gap-V Development Needham LLC as Trustee of Center 128 Condominium Trust, recorded with the Norfolk County Registry of Deeds at Book 33223, Page 575.
16. Easement Agreement dated March 7, 2016 by and among Normandy GAP-V Development Needham LLC, as Grantor and 300 First Ave Realty LLC, as Grantee, recorded with the Norfolk County Registry of Deeds at Book 33907, Page 182.
17. Reciprocal Parking and Access Easement Agreement dated July 6, 2016 by and among Normandy Gap-V Development Needham LLC, as West Property Declarant, Normandy Gap-V Development Needham LLC, as Trustee of Center 128 Condominium Trust, as West Property Condominium Trust, and Needham Nine Owner, LLC, as East Property Declarant, and Needham Nine Owner, LLC as Trustee of Center 128 East Condominium Trust, the East Property Declaration of Trust, recorded with the Norfolk County Registry of Deeds at Book 34247, Page 113.
18. Liens for taxes and assessments which are not yet due and payable.

Exhibit C

Form of Assignment of Membership Interests

ASSIGNMENT OF MEMBERSHIP INTERESTS

THIS ASSIGNMENT OF MEMBERSHIP INTERESTS (this "Assignment") is made as of December 5, 2017 by SXC HOLDINGS, LLC, a Delaware limited liability company ("Assignor"), in favor of LVP RI NEEDHAM HOLDINGS LLC, a Delaware limited liability company ("Assignee").

Recitals:

A. Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of the membership interests in SXC Needham Inn LLC, a New Hampshire limited liability company (the "Company").

B. This Assignment is being executed and delivered to consummate the sale and purchase described above. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Purchase Agreement unless the context requires otherwise.

Agreement:

1. **Assignment.** Assignor, for and in consideration of the payment of the Purchase Price, hereby assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to Assignor's uncertificated membership interests in the Company, which represent all of the membership interests in the Company. Effective herewith: (a) Assignor shall cease to be a member of the Company and shall have no further interest in the Company or any of its property, assets or business; and (b) Assignee shall become the sole member of the Company and shall have all rights provided by law and the Operating Agreement to direct the management of the business and affairs of the Company.

2. **Benefit.** This Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

3. **Governing Law.** The interpretation and enforceability of this Assignment shall be governed by the laws of the State of New Hampshire without regard to principles of conflicts of law.

4. **Entire Agreement.** This Assignment, together with the Purchase Agreement and other documents referenced therein, constitute the entire agreement between the parties and supersedes any prior agreement, whether written or oral, among such parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the dated first written above.

SXC HOLDINGS, LLC,
a Delaware limited liability company

By: SXC Managing Member, LLC, its Manager

By: _____
Mark Stebbins, Managing Member

Exhibit D

Form of FIRPTA Certificate

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform LVP RI Needham Holdings LLC, a Delaware limited liability company ("**Transferee**"), that withholding of tax is not required upon the disposition of a U.S. real property interest by **SXC HOLDINGS, LLC**, a Delaware limited liability company ("**Transferor**"), the parent of **SXC Needham Inn LLC**, a New Hampshire limited liability company, the undersigned, in his capacity as the Managing Member of SXC Managing Member, LLC, which is the Manager of Transferor, but not individually, hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is [____]; and
3. Transferor's office address is c/o XSS LLC, 1359 Hooksett Road, Hooksett, New Hampshire 03106.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

[SIGNATURE PAGE FOLLOWS.]

Dated as of December 5, 2017.

TRANSFEROR:

SXC HOLDINGS, LLC,
a Delaware limited liability company

By: SXC Managing Member, LLC, its Manager

By: _____
Mark Stebbins, Managing Member

State of _____)
County of _____)

On this ____ day of December, 2017, before me, the undersigned notary public, personally appeared Mark Stebbins, Managing Member of SXC Managing Member, LLC, which is the Manager of SXC Holdings, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires

EXHIBIT E

Form Holdback Escrow Agreement

HOLDBACK ESCROW AGREEMENT

THIS HOLDBACK ESCROW AGREEMENT (this "Agreement") is made and entered into as of December 5, 2017 (the "Effective Date"), by and between SXC HOLDINGS, LLC, a Delaware limited liability company ("Seller"), LVP RI NEEDHAM HOLDINGS LLC, a Delaware limited liability company ("Purchaser"), and MADISON MAHWAH TITLE, LP ("Escrow Agent").

Recitals:

WHEREAS, Purchaser and Seller entered into that certain Membership Interest Purchase Agreement dated as of the Effective Date (the "Purchase Agreement"), in connection with the sale of 100% of the membership interests in SXC Needham Inn LLC, which owns the hotel commonly known as the Residence Inn Boston Needham located at 80 B Street, Needham, Massachusetts, as more particularly described in the Purchase Agreement;

WHEREAS, Section 8.7 of the Purchase Agreement requires that, in order to ensure that adequate funds will be available to Purchaser for recovery with respect to any and all of the post-closing liabilities of Seller under the Purchase Agreement (collectively, "Post-Closing Obligations"), an amount equal to \$1,000,000 has been retained and held in escrow by Escrow Agent, in the form of cash, subject to the provisions of this Agreement; and

WHEREAS, pursuant to the Purchase Agreement, to secure Seller's obligation to satisfy the Post-Closing Obligations, Seller has agreed at Closing to cause Escrow Agent to retain \$1,000,000 from the Purchase Price paid by Purchaser (collectively, the "Escrow Funds") to be held in escrow by Escrow Agent (the "Escrow") for the period commencing on the Effective Date and expiring on the date that is one (1) year after the Effective Date (the "Escrow Period") (unless such amount is the subject of any pending claim at such time) and disbursed in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties covenant and agree as follows:

1. Deposit and Investment of Escrow Funds

(a) Deposit and Acceptance of Holdback Amount. By its execution and delivery of this Agreement to Seller and Purchaser, Escrow Agent hereby acknowledges that it has received from Seller the amount of the Escrow Funds.

(b) Escrow Account. Once transferred from the general escrow account, Escrow Agent shall hold the Escrow Funds in a separate escrow account for the benefit of Seller

and Purchaser pursuant to this Agreement, and shall not commingle the Escrow Funds with any other third-party deposits or its own funds.

(c) Investment of Escrow Funds. The Escrow Funds or any portion thereof shall be invested with JP Morgan Chase (where the escrow account shall be established) and approved by Purchaser in writing, which approval may be withheld in Purchaser's sole discretion if such investment is not a money market account. Any interest earned on the Escrow Funds shall be disbursed by Escrow Agent to Seller upon the expiration of the Escrow Period.

2. Disbursement of the Escrow Funds.

(a) If Seller or Purchaser otherwise is entitled to receive all or any portion of the Escrow Funds pursuant to the Purchase Agreement from time to time (the "Requested Amount"), either Seller or Purchaser (as the case may be) (the "Requesting Party") may provide written notice to Escrow Agent that Seller or Purchaser (as the case may be) is entitled to such Requested Amount pursuant to the Purchase Agreement and that such Requested Amount is to be distributed in accordance with the instructions given in such notice (a "Disbursement Request"). Escrow Agent shall provide written notice (the "Receipt Notice") to the other party (the "Confirming Party") of its receipt of such Disbursement Request (together with a copy of the Disbursement Request) no later than two (2) Business Days after its receipt of such Disbursement Request.

(b) If the Confirming Party disputes that the Requesting Party is entitled to receive such Requested Amount, the Confirming Party shall provide written notice to Escrow Agent within five (5) Business Days after its receipt of the Receipt Notice disputing that the Requesting Party is entitled to receive such Requested Amount (a "Dispute Notice"). If Escrow Agent has not received a Dispute Notice from the Confirming Party within such five (5) Business Day period, the Confirming Party shall be deemed to have authorized the disbursement set forth in the Disbursement Request, and Escrow Agent shall disburse such Requested Amount pursuant to the instructions set forth in the Disbursement Request. If Escrow Agent receives a Dispute Notice within such five (5) Business Day period, Escrow Agent shall retain such Requested Amount in the escrow account pending receipt of separate written direction from each of Seller and Purchaser authorizing the disbursement of such Requested Amount to the same Person, or a final unappealable order of court with respect to distribution of such Requested Amount. Notwithstanding the foregoing, if Escrow Agent receives contrary written directions from Seller and Purchaser, Escrow Agent shall have the right to deposit the then remaining Escrow Funds with any court of competent jurisdiction in the Commonwealth of Massachusetts and interplead Seller and Purchaser. Upon depositing the then remaining Escrow Funds and filing its complaint in interpleader, Escrow Agent shall be released from all liability under this Agreement regarding the Escrow Funds, except as otherwise expressly provided in this Agreement. Notwithstanding the foregoing, a Dispute Notice may be issued solely on the grounds that a Confirming Party disagrees, in good faith, with Requesting Party's entitlement to or calculations of the amount(s) set forth in the Disbursement Request.

(c) Notwithstanding any other provision of this Agreement, within two (2) Business Days following the expiration of the Escrow Period, Escrow Agent shall disburse to Seller, without any further action from Seller or Purchaser, the excess of (a) the undisbursed

portion of the Escrow Funds *minus* (b) the aggregate amount of all pending claims, and Escrow Agent shall thereafter continue to hold the remaining portion of the Escrow Funds, if any, until all pending claims are finally resolved or settled pursuant to the terms of this Agreement.

3. Escrow Fees. All fees, costs and expenses of Escrow Agent with respect to the escrow established pursuant to this Agreement (the "Escrow Fees") shall be shared equally between Seller and Purchaser. Escrow Agent confirms that neither party shall be required to pay any Escrow Fees with respect to the investment of the Escrow Funds. All such Escrow Fees shall be due and payable upon the earlier of: (i) the disbursement of the last remaining portion of the Escrow Funds, or (ii) the deposit of the Escrow Funds by Escrow Agent with a court of competent jurisdiction as set forth in Section 2.

4. Compliance with Court Orders. Seller and Purchaser hereby acknowledge that Escrow Agent may accept, obey and comply with any and all writs, orders, judgments or decrees issued or entered by any court with or without jurisdiction (a "Court Order"), in which case, notwithstanding anything to the contrary in this Agreement, Escrow Agent shall not be liable to Seller or Purchaser by reason of such acceptance, obedience or compliance, regardless of whether such Court Order is subsequently reversed, modified, annulled, set aside or vacated.

5. Release and Indemnification. Seller and Purchaser hereby release Escrow Agent and its officers, managers, employees and agents (each, an "Escrow Agent Party"), for any liability, damage, loss, cost or expense incurred by Seller or Purchaser to the extent resulting from (i) any action taken or not taken by an Escrow Agent Party in good faith upon advice of Escrow Agent's counsel given with respect to any questions relating to its obligations under this Agreement, or (ii) any action taken or not taken by an Escrow Agent Party in reliance upon any document, including any written notice provided to Escrow Agent pursuant to this Agreement, as to the due execution and the validity and effectiveness of such document, and the truth and accuracy of any information contained therein, which such Escrow Agent Party in good faith believes to be genuine, to have been signed or presented by a duly authorized person or persons and to comply with the terms of the Purchase Agreement and this Agreement, except to the extent resulting from the gross negligence, willful default, intentional misconduct or breach of trust by such Escrow Agent Party. Seller and Purchaser, jointly and severally, shall indemnify and hold harmless any Escrow Agent Party against any liability, damage, loss, cost or expense, including, without limitation, reasonable attorneys' fees and court costs, incurred by such Escrow Agent Party to the extent resulting from the performance by any Escrow Agent Party of Escrow Agent's obligations under this Agreement, except to the extent resulting from the gross negligence, willful default, intentional misconduct or breach of trust by such Escrow Agent Party. The parties agree and acknowledge that Escrow Agent has no liability in connection with the Escrow Funds in the event of the failure or insolvency of the financial institution in which the Escrow Funds is deposited.

6. Relationship of Parties. Seller and Purchaser acknowledge and agree that Escrow Agent is acting solely as a stakeholder at their request, and that Escrow Agent shall not be deemed to be the agent of either Seller or Purchaser.

7. Notices. All notices, demands and other communications given or required to be given by any party hereto to any other party ("Notices") shall be in writing and shall be (a)

delivered in person, (b) sent by facsimile with electronic confirmation of receipt thereof, provided the original is sent the same day (or if transmitted by facsimile on a day other than a Business Day, then on the following Business Day) by messenger or by a reputable overnight carrier that provides a receipt, such as Federal Express or UPS, (c) transmitted by e-mail to the appropriate e-mail address listed below and such e-mail or correspondence attached thereto must expressly identify in the subject line that such correspondence constitutes an official notice pursuant to this Section 7, provided the original is sent the same day (or if electronically transmitted on a day other than a Business Day, then on the following Business Day) by messenger or by a reputable overnight carrier that provides a receipt, such as Federal Express or UPS, (d) by a reputable overnight carrier that provides a receipt, such as Federal Express or UPS, or (e) by registered or certified U.S. mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section 7):

If to Seller:	SXC Holdings, LLC c/o XSS LLC 1359 Hooksett Road Hooksett, NH 03106 Attn: Mark Stebbins Email: mstebbins@proconinc.com
With a copy to:	Stebbins, Lazos & Van Der Beken, P.A. 889 Elm Street, 6 th Floor Manchester, NH 03101 Attn: Robert Previti, Esq. Email: rpreviti@slvlaw.com
If to Purchaser:	LVP RI Needham Holdings LLC c/o The Lightstone Group, LLC 460 Park Avenue, 13 th Floor New York, NY 10022 Attn: Guy Crawford Email: gcrawford@lightstonegroup.com
With a copy to:	c/o The Lightstone Group 1985 Cedar Bridge Avenue, Suite 1 Lakewood, NJ 08701 Attn: Joseph E. Teichman, Esq. Email: jteichman@lightstonegroup.com
With a copy to:	Eckert Seamans Cherin & Mellott, LLC 600 Grant Street, 44 th Floor Pittsburgh, PA 15219 Attn: Timothy Q. Hudak, Esq. Email: thudak@eckertseamans.com

If to Escrow Agent: Madison Mahwah Title, LP
1125 Ocean Avenue, Suite 1009
Lakewood, NJ 08701
Attn: Chava Halberstadt and Debra Scarlino
Email: Chalberstadt@madisontitle.com and
Dscarlino@madisontitle.com

All Notices delivered in the manner provided herein shall be deemed given upon actual receipt (or attempted delivery if delivery is refused). Facsimile transmissions sent in accordance with clause (b) of this Section 7 shall be deemed given upon electronic confirmation of such transmission. Email transmissions sent in accordance with clause (c) of this Section 7 shall be deemed given when transmitted electronically.

8. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

9. Time of the Essence. Time is of the essence of this Agreement.

10. Governing Law. The laws of the Commonwealth of Massachusetts, without giving effect to its choice-of-law principles, govern all matters with respect to this Agreement.

11. Signatures. Signatures to this Agreement transmitted electronically (either by facsimile or electronic mail (as a PDF or otherwise)) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own facsimile or electronic mail signature, as applicable, and shall accept the facsimile or electronic mail signature, as applicable, of the other party to this Agreement.

12. Assignment. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof nor any of the documents executed in connection herewith may be assigned by any party without the prior written consent of the other parties hereto.

13. Legal Fees. In the event Purchaser or Seller fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable legal fees.

14. Incorporation of Recitals. The above-stated recitals are hereby incorporated herein by reference.

15. JURY WAIVER. PURCHASER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER

OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY EACH PARTY AT CLOSING AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. Severability. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of, or is declared invalid or unenforceable by, any Governmental Authority, court, agency or exchange, such violation, invalidity or unenforceability shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and the parties hereto shall use their commercially reasonable efforts to amend or substitute such invalid, illegal or unenforceable provision with enforceable and valid provisions which would produce as nearly as possible the rights and obligations previously intended by the parties hereto without renegotiation of any material terms and conditions stipulated herein.

17. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser; provided, however, that Escrow Agent shall additionally be required to execute any such written instrument in the event that such written instrument will affect the rights and/or obligations of Escrow Agent hereunder.

18. Waiver. Any party hereto may waive any breach by another party of any of the provisions contained in this Agreement or any default by such other party in the observance or performance of any covenant or condition required to be observed or performed by it contained herein; PROVIDED, ALWAYS, that such waiver or waivers shall be in writing, shall not be construed as a continuing waiver, and shall not extend to or be taken in any manner whatsoever to affect any subsequent breach, act or omission or default or affect any party's rights resulting therefrom. No waiver will be implied from any delay or failure by any party to take action on account of any default by another party. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

19. No Impact on Seller's Liability. Nothing contained herein shall in any respect limit or increase the liability of Seller to Purchaser under the Purchase Agreement.

20. Conflicts. If any of the terms or provisions of this Agreement conflict with, or are inconsistent with, any terms or provisions of the Purchase Agreement, the terms and provisions of this Agreement shall control as among Escrow Agent, Purchaser and Seller; if such conflict does not affect Escrow Agent, the Purchase Agreement shall control.

21. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the day and year first above written.

Seller:

SXC HOLDINGS, LLC

By: SXC Managing Member, LLC, its Manager

By: _____
Mark Stebbins, Managing Member

Purchaser:

LVP RI NEEDHAM HOLDINGS LLC

By: _____
Joseph E. Teichman, Executive Vice President

Escrow Agent:

MADISON MAHWAH TITLE, LP

By: Madison Title Agency, LLC, its General
Partner

By: _____
Name: _____
Title: _____



RESIDENCE INN
NEEDHAM, MA

LEGAL NOTICE

TOWN OF NEEDHAM

Application for a Transfer of an All Alcoholic Liquor License

Notice is hereby given pursuant to Massachusetts General Laws Chapter 138 that Needham 365 Bev, LLC d/b/a Residence Inn by Marriott Needham, Najwa Murphy Manager, has applied for the transfer of a license to sell alcoholic beverages of the following kind: All Alcoholic beverages as a Hotel at 80 B Street. The premise has 5,340 sq. ft. on the first floor. Proposed occupancy is 60 persons with 28 seated in the bar. There are two entrances and exits.

IT IS ORDERED that a public hearing be held for said application at the office of the Board of Selectmen acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 9th day of October 2018 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham

Needham Times September 27, 2018



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/09/2018

Agenda Item	Public Hearing for the removal of one (1) Public Shade Tree at 195 Harris Ave.
Presenter(s)	Edward Olsen, Tree Warden, Parks & Forestry Superintendent

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	Ann Roman has respectfully requested to remove a Public Shade Tree. This tree will be negatively impacted by the proposed installation of a new water service line to this property address. This existing, lead lined service dates back to 1924. The Tree Warden does not object to the removal of the tree requested for this reason. Furthermore, if this hearing is approved the Town will plant 2 trees along this grass berm to replace this single, invasive species, coming down.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	☒ _x_ YES	☐ _NO
	Under M.G.L. Ch. 87, Requires a Vote by the Board of Selectmen Suggested Motions: 1. "That the Board vote to approve and sign the Public Shade Tree Hearing form for the removal of one 18-inch Norway Maple tree in front berm of 195 Harris Ave."		
3.	BACK UP INFORMATION ATTACHED	☒ _x_ YES	☐ _NO
	(Describe backup below) 1. Request email from Mrs. Roman to E. Olsen dated 7/19/18 2. Legal Ad published in Needham Times, issues 9/27/18, 10,4/18 3. List of Notified Abutters 4. Photos of tree under consideration 5. Approval letter from Tree Warden, E. Olsen to B.O.S., 9/28/18 6. Public Shade Tree Hearing Approval Form 7. Aerial Maps/Plot Plans		

7/19/2018

CRICK
EC
JK

Town Manager Mr. Fitzpatrick, Needham Town Hall
Superintendent Public Works Mr. Ed Olsen, Tree Warden

I would respectfully submit a request for a
Public hearing for a removal of Public Town Tree,
Norway Maple, planted on berm between sidewalk
and street.

Tree has an aggressive and invasive root system.
Illegal for planting in Canada, and State of Maine,
and banned, most Northeast States.

Invasive tree roots are totally breaking up
sidewalk, posing a hazard for pedestrians walking
or running. Root system has entirely invaded our
front lawn, and now causing cracks in our foundation
causing new cracks in walls and ceilings.

Yesterday, a young girl tripped and fell on sidewalk
while on roller blades, fortunately she managed to fall on lawn,
and unharmed. Tree located across from Pollard
Middle School, and totally in use, both day and night.

We respectfully request tree removed for safety
and enjoyment for all.

Many thanks for your consideration!

Sincerely yours,

Anne M. Roman

195 Harris Ave

Needham, MA 02496

781-444-2958

Needham Times Paper

Legal Ad

Date: 9/27/18

Legal Notices

10/9/18 TREE REMOVAL HEARING

LEGAL NOTICE
NOTICE
TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Ann Roman has petitioned for the removal of one (1) PUBLIC SHADE TREE at 61 Fair Oaks Park, on the Left front of the property.

SPECIES	DIAMETER	CONDITION
Norway Maple	18 inches	Excellent

Permission is respectfully requested to remove one (1) Public Shade Tree.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, 1471 Highland Ave, Needham, Massachusetts at 7:00 PM, Tuesday, the 09th day of October, 2018, at which time and place all interested persons may appear and be heard.

Needham Board of Selectmen

AD#13729031
Needham Time 9/27, 10/4/18

Needham Times Paper

Legal Ad

Date: 10/4/18

10/9/18 TREE REMOVAL HEARING

LEGAL NOTICE
NOTICE
TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

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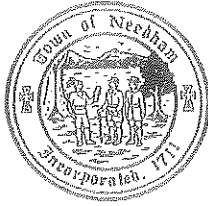
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Needham Board of Selectmen

AD#13729031
Needham Time 9/27, 10/4/18



Town of Needham-DPW
Parks and Forestry Division
500 Dedham Ave.
Needham, MA 02492
781-455-7550, ext. 316

ABUTTER'S NOTICE

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Ann Roman has petitioned for the removal of one (1)

PUBLIC SHADE TREE

as follows: At 195 Harris Ave. on the left front berm of the property

<u>SPECIES</u>	<u>DIAMETER</u>	<u>CONDITION</u>
<u>Norway Maple</u>	<u>18 inches</u>	<u>Excellent</u>

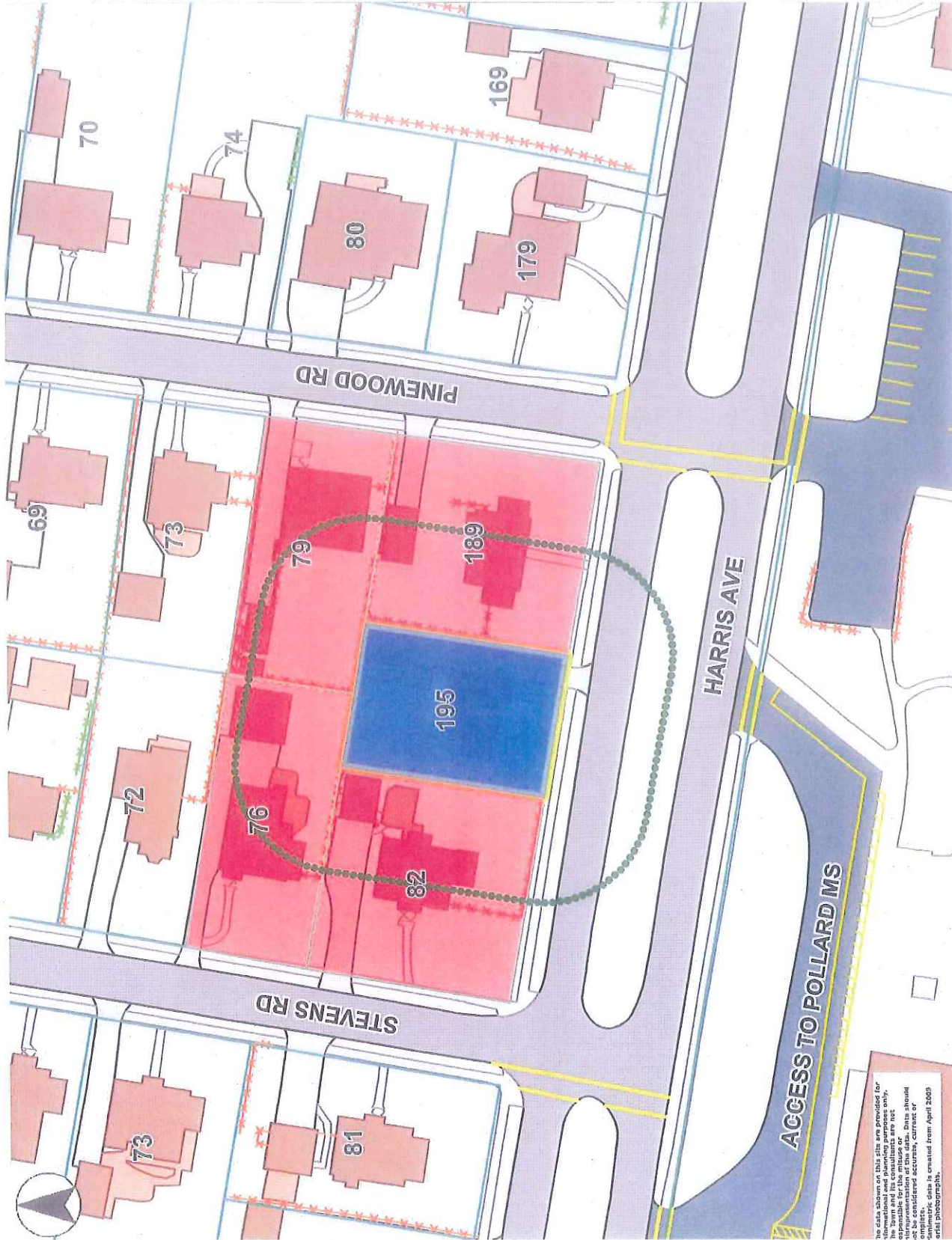
Permission is respectfully requested to remove one (1) Public Shade Tree.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, Needham, Massachusetts at 7:00 P.M., Tuesday the 09th day of October, 2018, at which time and place all interested persons may appear and be heard.

If you have any questions, please call Edward Olsen at 781-455-7550 ext 316.



- Parcels
- Painted Lines
 - Crosswalk
 - Parking Lot
 - Sports Lines
 - Court Striping
 - Field Striping
 - Fences
 - Railroad
 - Guardrail
 - Hedges
 - Railroad Track
 - Trail
 - Building
 - Decks And Patios
 - Swimming Pool
 - Bridge
 - Sidewalk
 - Exterior Stairway
 - Driveways
 - Paved Driveway
 - Unpaved Driveway
 - Roads
 - Paved Road
 - Unpaved Road
 - Parking Lot
 - Paved Parking Lot
 - Unpaved Parking Lot
 - Electrical
 - Electrical Substation
 - Sports Areas
 - Baseball
 - Baseball Infield
 - Baseball and Tennis
 - Bleacher
 - Golf Bunker
 - Golf Fairway, Green, Tee
 - Playground
 - Track and Field
 - Wetlands
 - MA Highways
 - Interstate
 - US Highway
 - MA Road Routes
 - Town Boundary
 - Abutting Towns
 - Abutting Towns Mask
 - Road Centerlines
 - Waterbody
 - Streams And Drainage Ditch



The data shown on this site are provided for informational and planning purposes only. The data is not intended to be used for any other purpose and the user is responsible for the misuse or misinterpretation of the data. The data is not to be considered accurate, current or complete. The data is created from April 2003 aerial photography.

ROMAN, HANNE M., TRUSTEE
K & E TRUST
195 HARRIS AVE
NEEDHAM, MA 02492

HAGEROTT, THOMAS R. &
HAGEROTT, EILEEN T.
82 STEVENS RD
NEEDHAM, MA 02492

YOUNG, MARCIA BELMONTE
76 STEVENS RD
NEEDHAM, MA 02492

HUGHES, SANDRA CHEVRETTE
79 PINEWOOD RD
NEEDHAM, MA 02492

PENDER, JAMES GREGORY &
PENDER, MICHELE J.
189 HARRIS AVE
NEEDHAM, MA 02492

NOTICE

TOWN OF NEEDHAM PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Ann Roman has petitioned for the removal of one (1)

PUBLIC SHADE TREE

As follows: At 61 Fair Oaks Park, on the Left front of the property

<u>SPECIES</u>	<u>DIAMETER</u>	<u>CONDITION</u>
<u>Norway Maple</u>	<u>18 inches</u>	<u>Excellent</u>

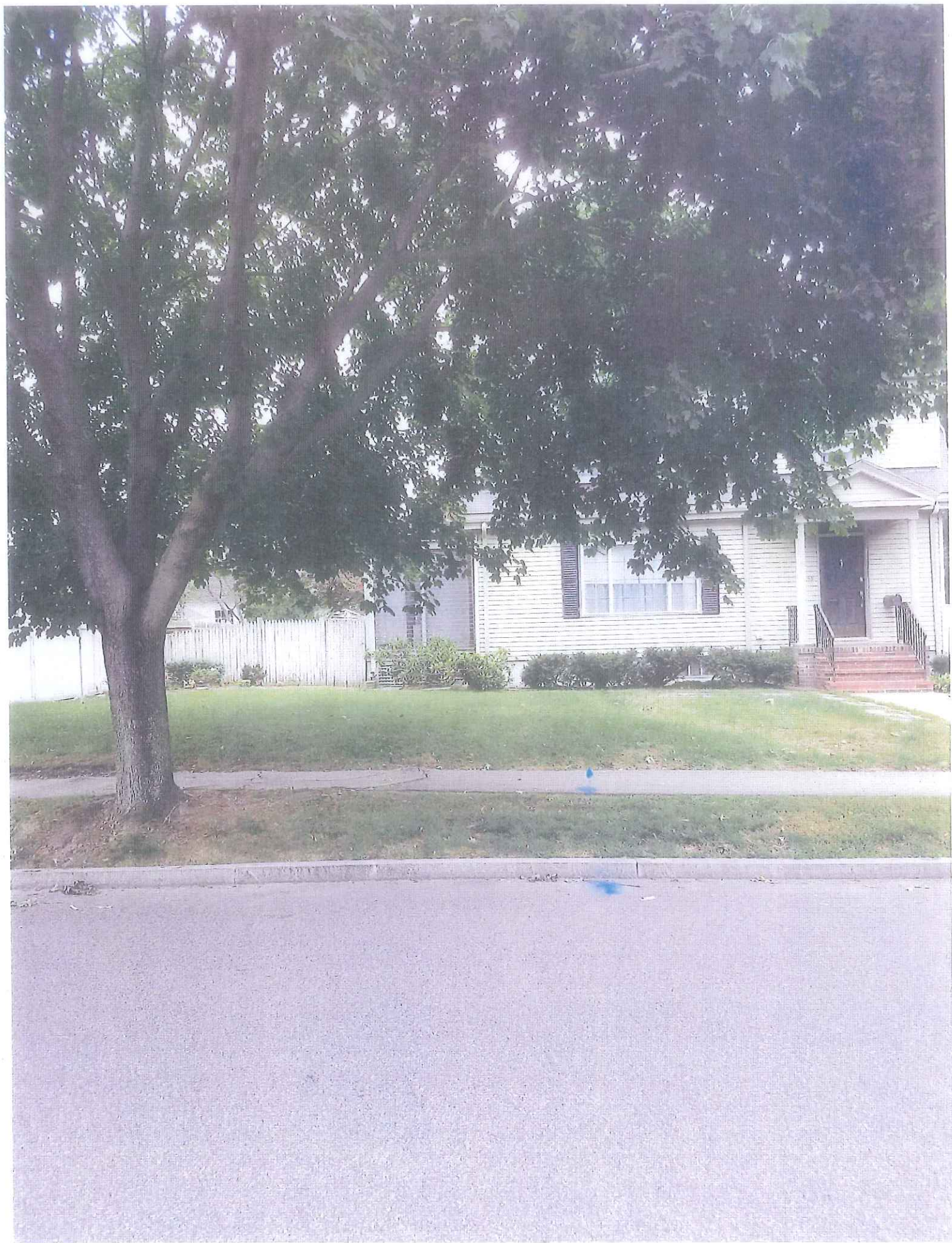
Permission is respectfully requested to remove one (1) Public Shade Tree.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, 1471 Highland Ave Needham, Massachusetts at 7:00P.M, Tuesday the 09th day of October, 2018, at which time and place all interested persons may appear and be heard.

Needham Board of Selectmen











Weak branch
Unions

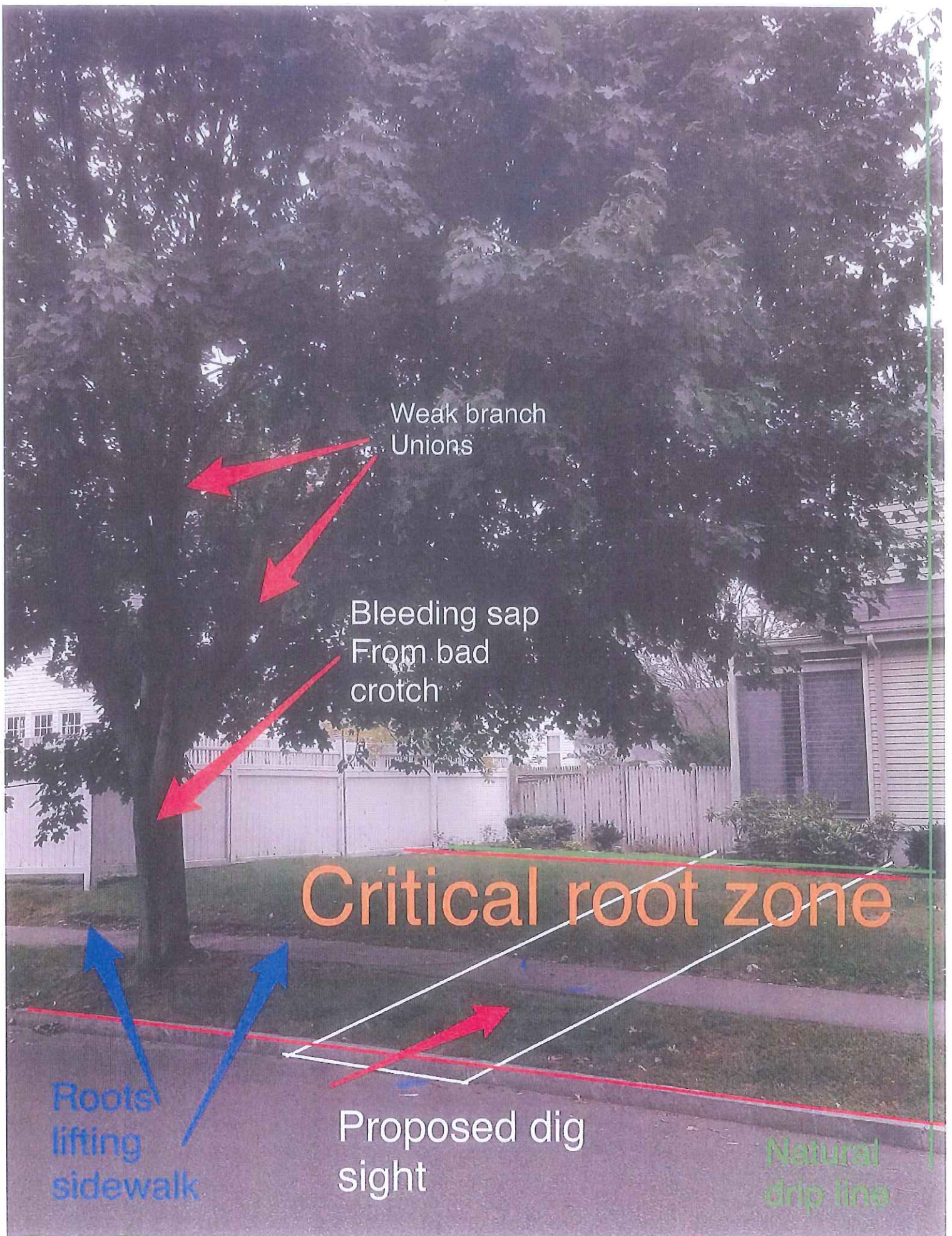
Bleeding sap
From bad
crotch

Critical root zone

Roots
lifting
sidewalk

Proposed dig
sight

Natural
drip line





Town of Needham-DPW
Parks and Forestry Division

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

September 28, 2018

Board of Selectmen
Town Hall
Needham, MA 02492

RE: TREE REMOVAL AT 195 Harris Ave.

Dear Members of the Board:

Ann Roman of 195 Harris Ave. has petitioned for the removal of one Public Shade tree located on Town Property. Mrs. Roman has been in ongoing discussions with the Town manager as well as the Director of Public Works regarding replacing her existing lead lined water service. The construction of this new service line would impact this tree on Town property. This tree is located within the Town layout along the grass berm of the roadway. Since I found the tree in Good condition, not being a hazard to the public, a Public Shade Tree Hearing is required.

I feel Mrs. Roman is justified in her request seeking permission to remove this Norway Maple tree. I have met on site to look at this tree and how it relates to the proposed new water service line and truly see no way that this tree could survive this proposed construction work. Presently most of not all of this tree's critical roots exist on 2 sides, east and west as the grass berm travels. This construction work would determinedly impact this trees' critical roots on one side and thus significantly decrease the likelihood of its survival following this work.

In keeping with previous Town policy on the removal of live trees, and in accordance with Massachusetts General Laws Chapter 87 Section 3, and after public hearing, I recommend granting permission for the removal of one Public Shade tree. I further recommend that this tree is removed at the Town's expense.

There is adequate space for future tree replacements in the berm in near proximity to this property. If this request is approved the Town will plant two additional berm trees in close proximity to this Norway Maple tree.

Sincerely,

Edward J. Olsen

NOTICE

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Ann Roman has petitioned for the removal of one (1)

PUBLIC SHADE TREE

As follows: At 195 Harris Ave. on the Left front grass berm of the property

<u>SPECIES</u>	<u>DIAMETER</u>	<u>CONDITION</u>
<u>Norway Maple</u>	<u>18 inches</u>	<u>Excellent</u>

Permission is respectfully requested to remove one (1) Public Shade Tree, which will be impacted negatively during the proposed construction of a new water service line to this property.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, Needham, Massachusetts at 7:00 P.M., Tuesday the 09th day of October, 2018, At which time and place all interested persons may appear and be heard.

☐

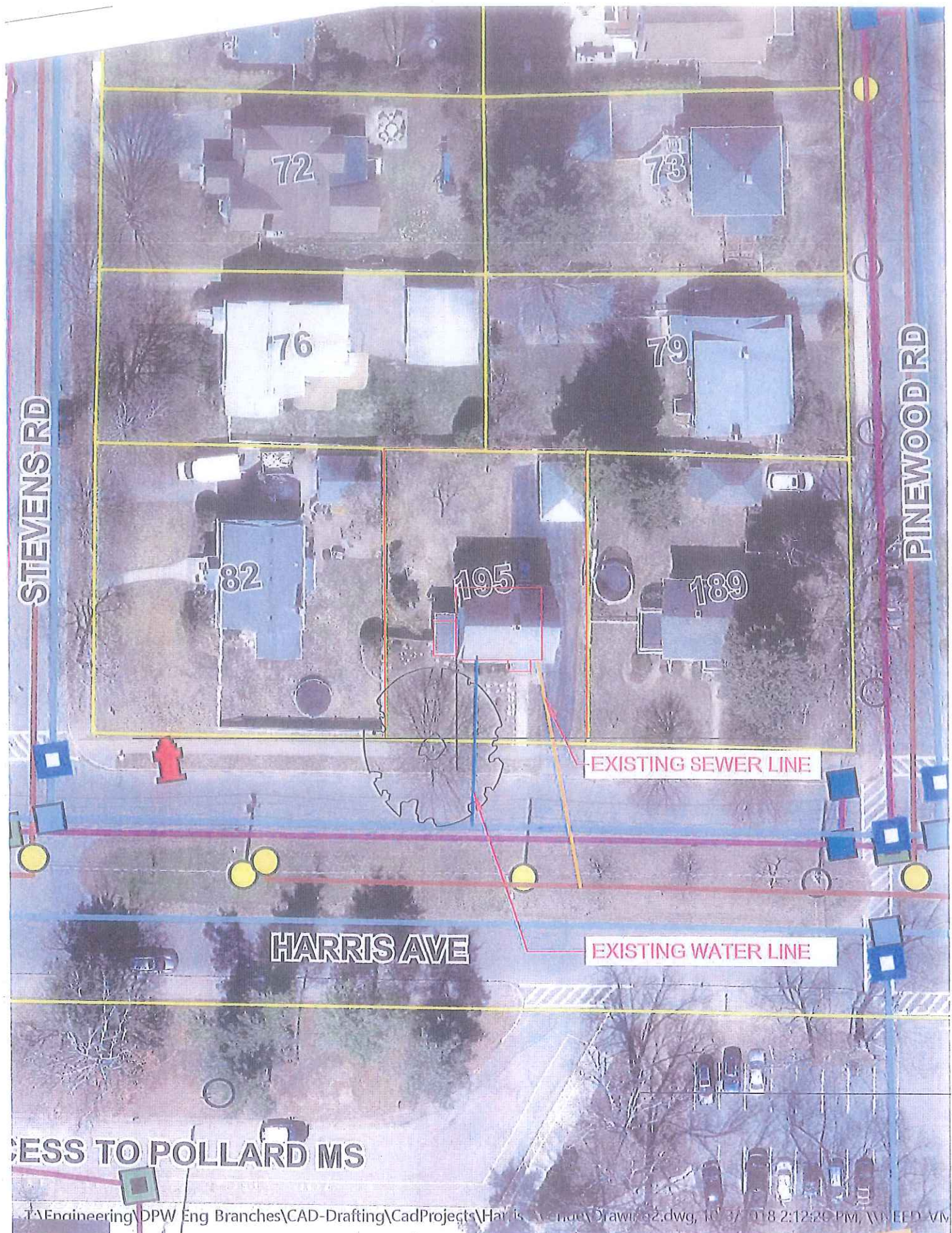
APPROVED

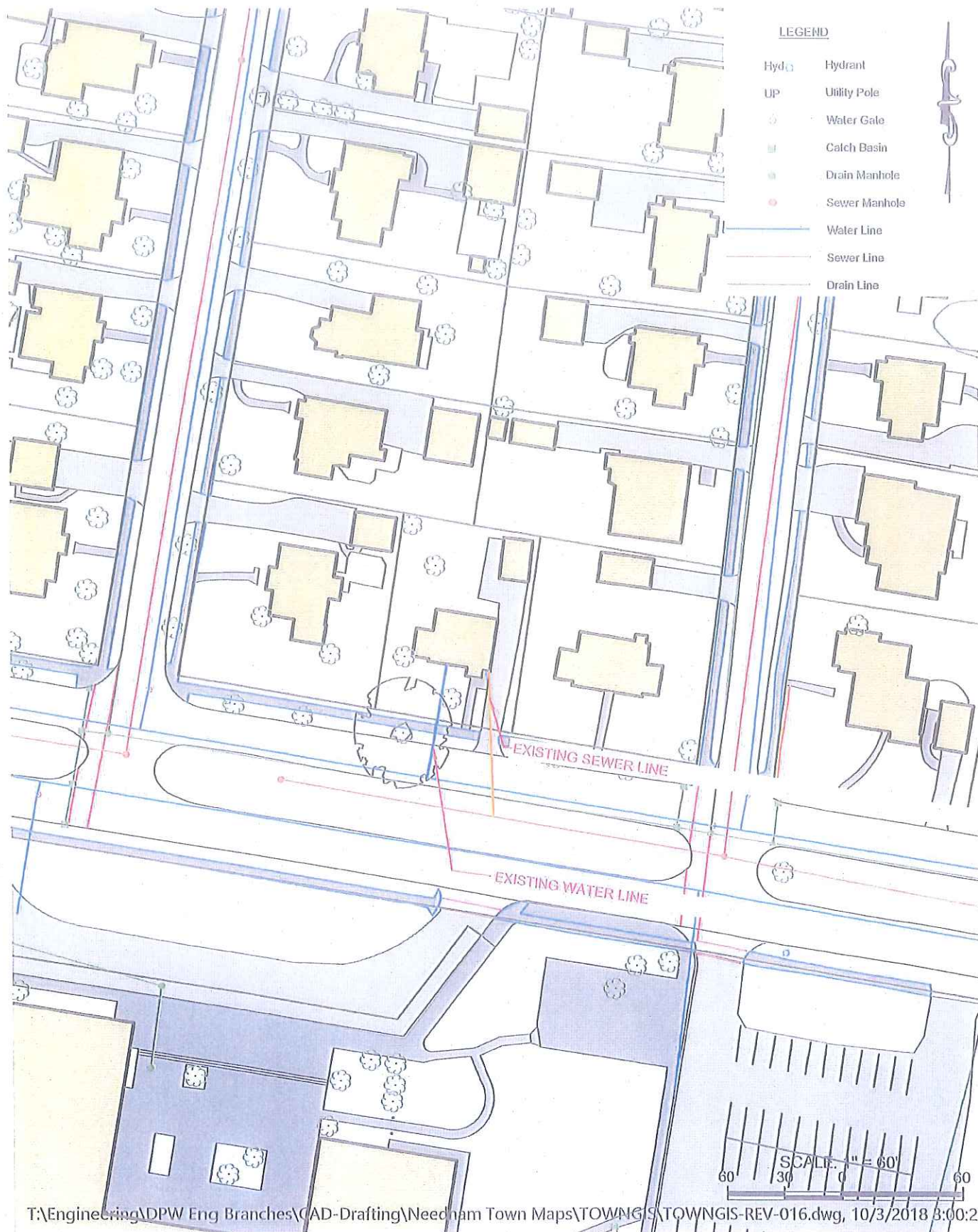
☐

NOT APPROVED

Needham Board of Selectmen

#4







**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/9/2018

Agenda Item	Public Hearing - Rules and Regulations for Use of School Facilities
Presenter(s)	Dan Gutekanst, Superintendent of Schools Carys Lustig, Director of A&F, Public Services

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Board will hold a public hearing on the proposed revision to the Rules and Regulations for Use of School Facilities and associated fee schedule. This is the regulation that guides the Building Maintenance Division in its permitting of School facilities in accordance with School Committee policy. The proposal has been distributed to user groups.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<i>Discussion Only. A final vote will be scheduled after the public hearing.</i>
3.	BACK UP INFORMATION ATTACHED
	a. Rules and Regulations for the Use of School Facilities, proposed revision b. Notice of Public Hearing

RULES AND REGULATIONS FOR USE OF SCHOOL FACILITIES
Effective Date: July 1, 2012, Revised August 26, 2014, Revised _____

All authorized persons or organizations must comply with the following rules and regulations for use of School buildings in the Town of Needham. The Town reserves the right to make changes and/or additions to these rules and regulations if deemed appropriate for the safe use of the School buildings.

A. SCHOOL COMMITTEE POLICIES

1. Commercial Use of School Facilities Under School Committee Policy KGA, it is the policy of the Needham School Committee to refuse to authorize the use of its buildings, property, or facilities for any commercial purpose whose proceeds are not directed entirely to the benefit of the Town of Needham, other municipalities and government agencies, or a charitable organization - IRS Code 501 (c) (3) - carrying out legitimate educational or philanthropic purpose. Exceptions to this policy may only be made by a vote of the School Committee.
2. Public Conduct on School Property Under School Committee Policy KGB, it is the policy of the School Committee that buildings and property under jurisdiction of the Needham Public Schools shall provide, at all times, a safe and orderly environment for students, staff, parents, visitors, and other authorized users. No person, while on School property, shall willfully: injure, or threaten to injure, another person; damage the property of another or of the Schools; disrupt the orderly conduct of classes or of any other authorized School program or activity; interfere with the authorized activities of members of the School community (students, staff, committees, parent organizations, or other authorized groups/organizations;) enter upon School property for any unauthorized purpose; possess drugs, alcohol, or other illegal substances/articles; act in such a manner as to jeopardize the safety and/or security of persons or property.
3. Fundraising Activity Under School Committee policy DFC consolidated Policy on Grants, Gifts, and Solicitations, it is the policy of the School Committee that all fundraising activities for the benefit of Needham Public Schools be conducted in a lawful manner. Prior approval of the building Principal, or the Superintendent if more than one School is involved, will be required for any permit for fundraising activity. All proceeds from fundraising activities that benefit Needham Public Schools must follow the "Acceptance of Gifts and Grants" policy, and be accepted through a vote of the School Committee. School officials may prohibit any fundraising that is considered disruptive to the School environment.
4. Use by Religious Organizations School buildings may be leased or permitted to a religious organization for non-religious purposes on the same basis as those available to the general public.

B. AUTHORIZATION

1. The Needham School Committee authorizes the Department of Public Works to process appropriate permit requests for use of School buildings and parking lots, and to collect the designated fees.
2. The Director of Public Works will make the determination on the specific space available that is appropriate for the individual request.
3. In the event of a request that is non-routine in nature, the Director of Public Works will refer the request to the Superintendent of Schools for further action.
4. Requests for use of athletic fields and other outdoor areas, except parking lots, should be made to the Needham Park and Recreation Department.

C. PERMIT PROCESS

1. Applicant must be at least 21 years of age and a Needham resident or representative of an approved Needham organization.
2. Requests for permits must be submitted through the Town's online request system at <http://needhamma.gov/scheduling> either on paper or via the Town's website at the Department of Public Works at least 10 working days in advance of the requested event. The Director of Public Works may waive this requirement at his or her discretion in unusual circumstances. Requests may not be made through custodians or other School personnel.
3. Scheduling priority will be given to groups in the following order:
 - 1) Needham Public Schools, including its Community Education Programs, Parent-Teacher Organizations, Booster Clubs, and other School-related clubs and organizations recognized by the Needham School Committee;
 - 2) Needham Park and Recreation Commission and other Town government departments/boards/committees;
 - 3) Needham non-profit organizations;
 - 4) All other groups that comply with Needham School Committee policies.
4. When a higher priority group requests a space that was originally requested by a lower priority group or when two different organizations in the same priority group request a space, the Department will facilitate a dialog between the organizations to find a workable solution. If no workable solution can be determined, priority will be given to the highest priority group, or if both groups are of the same priority level, the request will default to the group that submitted the request first.
5. In consultation with School Administration, the Director of Public Works will determine locations in buildings that are not available for permits, and time

frames not available for permits. This information will be available on the Town's website.

6. Permits will be considered after July 1st for events being held during the School year and after March 31st for events being held during the summer.
7. Groups requesting multiple uses should submit full schedule requests based on the deadlines below:
 - A. During the School Year:
 1. Priority Group # 1 July 1st
 2. Priority Group # 2 July 15th
 3. Priority Group # 3 July 31st
 4. Priority Group # 4 August 15th
 - B. During the Summer Months
 1. Priority Group # 1 February 1st
 2. Priority Group # 2 April 15th
 3. Priority Group # 3 May 1st
 4. Priority Group # 4 May 15th
 - C. Winter Priority Group # 3 & # 4 requests for Gym space from November – April will not be approved until the Winter Sports Summit Meeting is held in September.
 - D. A summer use of buildings summit meeting will be held in December for the Priority #1 and Priority #2 users to discuss and coordinate summer building use with each other and Public Works staff.
 - E. It may take up to 10 business days to approve a new permit.
8. Elections (local, state, federal) held in School buildings will take precedence over other activities and events for scheduling purposes. Special or unforeseen elections may supersede or “bump” previously scheduled permitted events.
9. Summer requests are rarely granted so that all Schools can be cleaned and repaired for fall use. Buildings may be taken off line to ensure cleanliness, so that routine maintenance can be performed, and to accommodate construction projects that are necessary to maintain the functionality of the buildings. Every summer, two elementary schools and one secondary school will be closed to permitted events. Exceptions are provided for Community Education programs; teacher training, workshops and/or meetings; and Park and Recreation programs. It is expected that organizations that use the buildings over the summer will consolidate programs to allow for maintenance and energy savings. No organization will be permitted to use School facilities within two (2) weeks of the first day of School, with the exception of teacher training and workshops, so that all facilities can be cleaned prior to the start of the School year.
10. All permit requests with an anticipated attendance of over 50 people, or with special circumstances that warrant additional review will be forwarded to the Needham Police Department and Needham Fire Department. In some instances,

the Chief of Police and/or the Fire Chief will require a police detail and/or fire detail. Additional regulations concerning when a police detail and/or fire detail will be required are listed below.

11. The person submitting the permit request will be the primary contact for the program to be held under that permit. That person's acknowledgement of rules and regulations on the permit or submission of permit into the Town's online request system will signify understanding and acceptance of all rules and regulations, responsibility for payment of all designated fees, and the responsibility to ensure that all rules are followed by the participants in the program. Failure to follow regulations and/or make appropriate payments will affect permit requests by the individual's organization in the future.
12. A written notice of cancellation is due at least 5 days prior to the scheduled event for all events. Email cancellations can be sent to Scheduling@NeedhamMa.gov. Failure to provide written cancellation notice will require full payment of any fees required by the approved permit.
13. Permits may not be shared with other groups, without the written permission of the Director of Public Works.
14. A Certificate of Liability Insurance must be submitted to the Department of Public Works prior to the issuance of the final permit and must name the Town of Needham as additionally insured. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability.
15. Permits are facilitated through the Town's online request system. Copies will be emailed to all affected parties and information will be available on the Town's website.
16. Permits for private use, including but not limited to, parties, recitals, and other private uses, will not be authorized.
17. The Town retains the right to cancel permits without notice if all conditions are not met.
18. Once the space permit is approved, it is the responsibility of the user to communicate with all other departments/organizations affiliated with the permit and listed below to ensure appropriate coverage.

D. SCHOOL USE OF BUILDINGS

1. Outside of School hours, School program use of building space will be scheduled through the Public Works to avoid conflicts with other groups, to ensure custodial

coverage, and to ensure enforcement of the rules and regulations. "Outside School Hours" shall include the hours before 6:30 am and after 6:00 p.m. on School days, all weekends, all holidays, and all School vacations, including summer vacation.

2. As listed in Section B, priority for use of School buildings is given to School programs. No non-School event will be scheduled before 6:00 p.m. when School is in session without written approval of that School's Principal. No tours of facilities during School hours, for potential permit holders, will be conducted without the approval of the School's Principal.
3. All requests for use after 6:30 a.m. and prior to 6:00 p.m. will be scheduled by the building Principal. All such requests that extend beyond 6:00 p.m. will be scheduled in collaboration with the Public Works in order to avoid conflicts after 6:00 p.m.
4. The High School Athletic Director will submit schedules and be provided space for games and practice sessions at the High School, and other School buildings, as needed. All use of space must conform to the most current Massachusetts Interscholastic Athletic Association's (MIAA) rules and regulations. Individual coaches may not submit requests for practice space in addition to that requested by the Athletic Director. Programs not conducted under the auspices of the Athletic Director may not request facility space through the Athletic Director.
5. In the event of inclement weather, post-season participation, or emergency, the High School Athletic Director may reschedule a game within MIAA rules, superseding previously scheduled permits. The Athletic Director will inform the Public Works about all cancellations and make-up games at the earliest possible time, so that groups holding permits can be contacted and be given the opportunity to make alternate plans.
6. Fundraising events will require the permission of the building Principal, who will ensure that all legal requirements have been met, including but not limited to the School Committee Policy on Grants, Gifts and Solicitations; IRS rules; MIAA regulations; and State law.
7. If a School building is closed due to unforeseen circumstances, e.g. weather, or electrical/heating problems, permits will automatically be cancelled. The Public Works will attempt to alert the primary contact via email, if time allows, prior to the scheduled permit time. The cancellation of School events will be determined by the Superintendent of Schools, the cancellation of Town events will be determined by the Town Manager, and the cancellation of all other events will be determined by the Director of Public Works.

E. USE FEE

1. A use fee will be charged to all groups, except those sponsored by the Needham Public Schools, including athletics, Community Education, music, drama, parent-teacher organizations, municipal departments, boards, committees; and the League of Women Voters when holding events that provide information for municipal government. This use fee is to account for the energy, additional maintenance, permitting, and other costs associated with using the space. There is no automatic exemption provided to organizations that are raising funds for any of the above noted exempted groups.
2. This use fee does not include fees for staffing (custodial, IT, kitchen, fire). Any organization exempted from the use fee is still expected to pay any staffing fees incurred.
3. A permitted group must pay the use fee for each and every space used for each individual occurrence used in an individual day.
4. The use fee is set for individual Schools and individual spaces. The use fee can be seen in Appendix D and is subject to change.

F. CUSTODIANS

1. A custodian on regular duty will not be available for service during the time of the rental, except in cases of emergency. The responsibility of a regularly scheduled custodian will be limited to opening/closing the facility. In the event that extra duties are needed, the group holding the permit will be charged for the custodian's time needed for the activity or to clean up the facility.
2. Under no circumstances shall a custodian, either on regular duty or assigned for a specific program, be responsible for supervision of participants before, during, or after an activity. Adequate and responsible adult supervision shall be provided at all activities involving youth, and said supervision must be present throughout the program. Entry into the facility will not be permitted until the responsible supervision is present, and at the conclusion, the supervisor must remain until the last participant has safely left School property.
3. The custodian will only provide access to spaces/equipment that are approved on the permit, and will not authorize any other space/equipment without approval of the Director of Public Works or his/her designee.
4. In the event that the services of a custodian are needed, a custodian will be assigned by the Director of Public Works or his/her designee, and may not be chosen by the permit holder.

G. ON-DUTY STAFF CUSTODIAL FEES

1. No custodial fee will be charged when there is a regularly scheduled custodian at the requested building and no services are requested. A fee will be charged when a custodian must be assigned for the permit or must provide services beyond opening and closing the facility. A custodian may be required when food will be available at the event, when there are special requirements for set-up and breakdown, and when the event occurs outside the normal buildings hours. Additional circumstances exist where a custodian may also be required.
2. The on-duty staff and custodial fees are subject to change and are listed in Appendix C.
3. There is a four-hour minimum for custodial services, a minimum of 30 minutes reserved at the conclusion of the event for clean-up services. Time that is required to bring the spaces being occupied and used back to their previous state is billed to the applicant who used those spaces.
4. School and Town programs will not pay for a custodian on site to open and close the building if the event occurs on weekdays or Saturdays. It is expected that departments and School groups will work to concentrate their events in a single location at similar times to reduce the cost of coverage. If an event occurs on a Sunday or holiday, the same fee for a custodian that is charged to non-School or non-Town groups will apply.
5. The permit holder must sign the overtime sheet at the conclusion of the event, if a custodian was assigned to the event or was required to stay later than the buildings scheduled hours.

H. USE OF GYMNASIUMS

1. Hardball sports are not permitted in gymnasiums, for the protection of walls, lighting fixtures, and floor surfaces.
2. Food and beverages are not permitted in gymnasiums.
3. No tape may be added to the gymnasium floors or walls without the approval of the Director of Public Works or his/her designee.
4. Custodians may change the height of an adjustable basketball backboard, with the approval of the Director of Public Works and/or Director of Physical Education and Health. Permit holders may not change the backboard heights themselves. If the desired height is other than the standard height for that particular gym, the permit applicant must submit the desired heights in writing on the permit application. There is no guarantee that the request will be honored.
5. Appropriate athletic footwear is required on gymnasium floors. Black soled shoes, cleats, certain "street or dress" shoes and spiked heels can damage the floor

surfaces. Care should be taken to remove sand and grit from the soles of shoes to lessen damage to floor surfaces.

6. The posted occupancy limit may not be exceeded.
7. Permit holders are responsible to ensure that any equipment authorized for use is used appropriately and returned to the appropriate storage area in an orderly manner at the conclusion of the program.

I. USE OF AUDITORIUMS/PERFORMANCE CENTERS

1. All permit requests for auditoriums will be forwarded to IT Services. Approval is at the sole discretion of the Needham Public Schools.
2. Food and beverages are not permitted in Auditoriums or Performance Centers.
3. Permit holders are responsible to pick up performance programs and other handouts at the conclusion of the event
4. The posted occupancy limit may not be exceeded.
5. Electrical permits are required for any change or addition to the current electrical system/units. This includes all stage and theatrical lighting, as well as sound systems. Applications for electrical permits are available at the Needham Building Department.
6. Performance level audio-visual equipment may only be operated by pre-qualified technicians or a vendor pre-approved by the Director of IT Services.
7. School equipment located in the auditorium, including musical instruments, must not be used without prior approval.
8. The permit request should include a request for length of time allowed to keep sets or scenery in place for performance, and this request will be reviewed by the building Principal and Director of Public Works. The final determination will be based on other known uses and needs for the space.

J. USE OF KITCHENS

1. If the permit request requires the use of a kitchen, it is required that a Nutrition Services staff person must be present. The Nutrition Services staff person would be responsible for insuring adherence to all health and safety regulations, supervision of proper use of the equipment, ensure the safety and security of the kitchen and its contents, and supervision of clean-up. The hourly fee for a Nutrition Services staff member is listed in Appendix A.

2. If the permit starts before or at 5:00pm Monday through Friday, there is a two hour minimum for Nutrition Services staff. If the permit starts after 5:00pm Monday through Friday or occurs on a Saturday, Sunday or Holiday, there is a four hour minimum.

K. USE OF TECHNOLOGY AND AUDIO VISUAL EQUIPMENT

1. If a permit request includes the use of televisions, microphones, VCR or DVD players, or any other type of technology and/or audiovisual equipment, the Administrator of IT Services/designee must approve the permit. No AV equipment is available outside of the performance centers and auditoriums. Provisions for AV equipment outside for these spaces must be made by the user, independent of the Town systems. A determination will be made on the availability of the equipment and on the need for an IT Services staff member to be present during use. In the event an IT Services staff person must be on duty, a fee will be charged to cover the cost of his/her time. The hourly fee is listed in Appendix A.
2. The permit holder is responsible for the cost of repairs needed for damage occurring during his/her use. Failure to pay will lead to denial of future permits for that individual and organization.
3. There is a four-hour minimum for IT Services staff on special duty. Time required for set up will be billed to the user.

L. USE OF PARKING LOTS

This section is applicable only to groups seeking to use school building parking lots, without rental of the school building.

1. Upon advance written approval of the Superintendent of Schools, the Public Works is authorized to permit the use of school parking lots outside of school hours, so long as the use is not in conflict with other scheduled activities at the school.
2. A use fee will be charged to all groups. The use fee is set on a per lot/per day basis as set forth in Appendix D. The use fee is subject to change.
3. Groups permitting a parking lot will not pay for an onsite custodian if the parking lot is the only space being permitted and no services are requested.

M. FIRE SAFETY REGULATIONS

1. Open flames/smoke are not permitted in any School location. Use of matches, candles, incense, and pyrotechnics are strictly prohibited. Use of a smoke machine is also prohibited.

2. Each permit with an attendance of 50 or more, or that meets the conditions below, will be forwarded to the Needham Fire Department to insure compliance with the Massachusetts Board of Fire Prevention Regulations (527 CMR) and the Needham Board of Selectmen's Policy on Fire Details dated 10/28/03 to determine whether a Firefighter must be hired through the Needham Fire Department. It is the responsibility of the applicant to contact the Town's Fire Department to determine if a Fire Detail is necessary. The Firefighter's role will be to ensure that occupancy limits have not been exceeded; to monitor that all egress areas remain available for use and are marked; to check that all fire protection devices are working; to ensure that all fire codes are followed; to respond to any immediate fire emergency and evacuation; and to perform as first responder to any medical emergency.
3. In the event that a Firefighter must be hired, there is a four-hour minimum payment requirement.
4. A Fire Detail may be required for any event that fully utilizes a School kitchen or when stage/theatrical lights are in use.
5. Use of any equipment or material that is judged to potentially jeopardize fire safety will require a permit from the Needham Fire Department. The Fire official may require an inspection of decorative materials or installation of additional electric equipment prior to use. If additional electrical work is needed to provide alternative stage or theatre lights and sound, an electrical permit is also required. Applications for electrical permits can be obtained at the Building Department.
6. In accordance with Massachusetts Board of Fire Prevention Regulations (527 CMR,) the room or facility occupancy capacity cannot be exceeded. Occupancy capacity is posted in each major area of assembly.
7. Emergency egress areas should be identified to all attendees at the beginning of each program or activity.

N. POLICE SAFETY REGULATIONS

1. Each permit with an attendance of 50 or more will be forwarded to the Needham Police Department for compliance with Massachusetts General Laws and local regulations to determine whether a Police Detail must be hired through the Needham Police Department. It is the responsibility of the applicant to contact the Town's Police Department to determine if a Police Detail is necessary. The Police Detail's role will be to provide security to the facility; ensure that vehicles are parked legally; and ensure that emergency vehicles have access to the facility. If a Firefighter is not present on site, the Police Detail will perform as a first responder in the event of an accident or injury.

2. In the event that a police detail must be hired, there is a four-hour minimum payment requirement.
3. In accordance with N.G.B.L. Section 3.1.9., no person shall possess or consume an alcoholic beverage within the limits of any park, playground, public land or public building owned or under the control of the Town of Needham, except with written permission of the appropriate controlling Town tribunal.
4. In accordance with MGL, Chapter 272, Section 40A, any person who gives, sells, delivers or has in his possession any alcoholic beverage in any Public School or any premises used for Public School purposes is subject to imprisonment or fine. MGL Chapter 272, Section 40A also authorizes the School Committee to grant permission to a public or non-profit organization using a Public School building during non-School hours to possess and sell alcoholic beverages, provided such organization is properly licensed under the provisions of MGL Chapter 138, Section 14. Information on one-day liquor licenses is available at the Office of the Town Manager, otm@needhamma.gov.
5. In accordance with MGL, Chapter 101, Section 22, no person, including licensed hawkers and peddlers, shall sell or offer to sell items within 1,000 feet of any School during hours that School is in session until one hour after closing of the Schools. No person shall sell or offer to sell items within 1,000 feet of any recreational area in organized use, including School grounds.

O. BOARD OF HEALTH REGULATIONS

1. Smoking is not permitted in any School building or on any School grounds, in accordance with MGL Chapter 71, Section 37H of the Education Reform Act of 1993 and Article 1 of the Needham Board of Health regulations.
2. A temporary food permit and license fee is required for any event that involves the sale or distribution of food, in accordance with Article 1 of the Needham Board of Health regulations.

P. RAFFLE AND BAZAAR REGULATIONS

1. A request for a permit must be submitted to the Needham Town Clerk's Office in order to hold a raffle or bazaar, according to MGL, Chapter 271. A raffle is defined as "an arrangement for raising money by the sale of tickets, certain among which, as determined by chance after the sale, entitle the holders to prizes." A bazaar is defined as "a place maintained by the sponsoring organization for disposal by means of chance of one or both of the following types of prizes: (1) merchandise, of any value, (2) cash awards, not to exceed twenty-five dollars each." An example of a bazaar is a Las Vegas Night. There is a permit fee charged at time of application.

2. Any person wishing to hold an auction must apply for a permit through the Needham Town Clerk's Office, according to MGL, Chapter 100. A copy of the application will be reviewed by the Needham Police Chief and returned to the Town Clerk with a recommendation. There is a permit fee charged at time of application.

Q. ACCIDENTS AND DAMAGE TO BUILDINGS

1. In the event of an accident during the time of the permit, the permit holder must complete an accident form and submit it to the Department of Public Works must be completed within twenty-four hours of the event or on the first business day after the event.
2. The permit holder is responsible for the cost of repairs needed for damage occurring during his/her use. Failure to pay will lead to denial of future permits for that individual and organization.
3. The permit holder is responsible for surveying the room(s) provided by the permit prior to use, and notifying the custodian immediately if there are any problems that could jeopardize the safety of any individual.
4. In the event that damage to the facility or equipment occurs, the custodian must be notified immediately. Permit holders may not make any repairs without the approval of the Director of Public Works or his/her designee.

APPENDIX A: Regular Custodian Hours at Individual School as of 7/1/2012

Listed hours are WEEKDAY HOURS for SCHOOL YEAR, excluding holidays, weekends and School vacations. During the summer and School vacations all Schools close at 4pm except for the Pollard and the High School which operate on normal hours all year long.

Needham High School	7 AM – 11:30 PM
Pollard Middle School	7 AM – 11:30 PM
High Rock School	7 AM – 9:30 PM
Broadmeadow Elementary School	7 AM – 9:30 PM
Eliot Elementary School	7 AM – 9:30 PM
Hillside Elementary School	7 AM – 9:30 PM
Mitchell Elementary School	7 AM – 9:30 PM
Newman Elementary School	7 AM – 9:30 PM

APPENDIX B: HOLIDAY LIST

Holidays where custodial staff will not be in the building are listed below. If the holiday falls on a Saturday, there will be no Custodian on duty on the Friday, and if the holiday falls on a Sunday, there will be no Custodian on duty on the Monday.

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Day after Thanksgiving
President's Day	Columbus Day	Independence Day
Patriot's Day	Veterans' Day	Christmas Day

APPENDIX C: HOURLY RATES FOR ON-DUTY AND CUSTODIAL STAFF

7/1/2012, 9/1/2018, _____

<u>Staff</u>	<u>Weekdays/Saturdays</u>	<u>Sundays/Holidays</u>
Custodian	\$45.00	\$58.00
Kitchen Staff	\$20.00 \$25.00 (between 11:00pm – 7:00am)	\$30.00
Technology Staff	\$55.00	\$55.00

APPENDIX D: USE FEES - 7/1/2012, _____

Gymnasiums USE FEE

Needham High School "A" Gym	Not Available School Year 2018 - 2019
Needham High School "B" Gym	\$13/per hour
Pollard "Blue" Gym	\$13/per hour
Pollard "Green" Gym	\$13/per hour
Broadmeadow Gym	\$13/per hour
Eliot Gym	\$13/per hour
Hillside Gym	\$11/per hour
Mitchell Gym	\$11/per hour
Newman Gym	\$11/per hour
High Rock Gym	\$11/per hour

Auditoriums/Performance Centers

High School Auditorium	\$100/per use
Broadmeadow Performance Center	\$100/per use
Eliot Performance Center	\$100/per use
Pollard Auditorium	\$100/per use
Newman Auditorium	\$100/per use

**Large performance requiring more than 2 weeks rehearsal space will not be charged using the normal daily charge process, but will either be charged \$1 per ticket sold, or use daily charges for the dates of performance only, whichever is higher.*

Cafeterias

High School Cafeteria	\$100/per use
Pollard Cafeteria	\$100/per use
High Rock Cafeteria	\$100/per use
Newman Cafeteria	\$100/per use
Broadmeadow Cafeteria	\$100/per use
Eliot Cafeteria	\$100/per use
Hillside Cafeteria	\$100/per use
Mitchell Cafeteria	\$100/per use

Lecture Halls

Pollard Lecture Hall	\$10/per hour
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Media Centers

Broadmeadow Media Center	\$10/per hour
Hillside Media Center	\$10/per hour
Mitchell Media Center	\$10/per hour
Eliot Media Center	\$10/per hour
Newman Media Center	\$10/per hour
Pollard Media Center	\$10/per hour
High Rock Media Center	\$10/per hour
High School Media Center	\$10/per hour

Parking Lot

All school parking lots	\$25/per day per lot
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NEW RATES EFFECTIVE 7/1/2019

Gymnasiums USE FEE

Needham High School "A" Gym	\$30/per hour
Needham High School "B" Gym	\$20/per hour
Pollard "Blue" Gym	\$20/per hour
Pollard "Green" Gym	\$20/per hour
Newman Gym	\$20/per hour
Broadmeadow Gym	\$20/per hour
Eliot Gym	\$20/per hour
Hillside Gym	\$15/per hour
Mitchell Gym	\$15/per hour
High Rock Gym	\$15/per hour

Auditoriums/Performance Centers

High School Auditorium	Not Available
Broadmeadow Performance Center	\$150/per use
Eliot Performance Center	\$150/per use
Pollard Auditorium	\$150/per use
Newman Auditorium	\$175/per use

**Large performance requiring more than 2 weeks rehearsal space will not be charged using the normal daily charge process, but will either be charged \$1.50 per ticket sold, or use daily charges for the dates of performance only, whichever is higher.*

Cafeterias

High School Cafeteria	\$150/per use
Pollard Cafeteria	\$150/per use
High Rock Cafeteria	\$150/per use
Newman Cafeteria	\$150/per use
Broadmeadow Cafeteria	\$150/per use
Eliot Cafeteria	\$150/per use
Hillside Cafeteria	\$150/per use
Mitchell Cafeteria	\$150/per use

Lecture Halls

Pollard Lecture Hall	\$25/per hour
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Media Centers

Broadmeadow Media Center	\$20/per hour
Hillside Media Center	\$20/per hour
Mitchell Media Center	\$20/per hour
Eliot Media Center	\$20/per hour
Newman Media Center	\$20/per hour
Pollard Media Center	\$20/per hour
High Rock Media Center	\$20/per hour
High School Media Center	\$20/per hour

Parking Lot

All school parking lots	\$25/per day per lot
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TOWN OF NEEDHAM
Town Hall
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
Board of Selectmen

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

**Board of Selectmen
Notice of Public Hearing
October 9, 2018 7:15 p.m.
Rules & Regulations for Use of School Facilities**

The Board of Selectmen will hold a public hearing on Tuesday, October 9, 2018 at 7:15 p.m. at the Needham Town Hall, 1471 Highland Avenue, Needham to gather input from interested parties regarding a proposed revision to the Rules & Regulations for Use of School Facilities.

The Rules & Regulations guide the Building Maintenance Division in its permitting of School facilities in accordance with School Committee policy. The revision includes policy changes and fee increases.

The draft revision is available at www.needhamma.gov/schoolfacilityrentals.

The Board invites all residents and interested parties to attend and provide input regarding this subject. Written comments may also be submitted to the Board of Selectmen, c/o Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492 or by email to selectmen@needhamma.gov.



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/9/2018

Agenda Item	Approve Memoranda of Agreement
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board approve and sign the Memoranda of Agreement with the Needham Independent Public Employee Association for FY2019 – FY2021 and the Building Custodians & Trades Independent Association for FY2019 and FY2020 to FY2022. The Board previously voted to approve and sign the MOA between the Town and the Independent Town Workers Association for FY2019 – 2021 that will also be presented to the Special Town Meeting for approval.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board approve and sign the Memorandum of Agreement with the Needham Independent Public Employee Association for FY2019 – FY2021 and the Memoranda of Agreement with the Building Custodians & Trades Independent Association for FY2019 and FY2020 to FY2022.	
3.	BACK UP INFORMATION ATTACHED
a. BCTIA MOA b. NIPEA MOA c. ITWA MOA	

**Memorandum of Agreement
Fiscal Years**

Agreement is hereby made this ____ day of _____, by and between the Town of Needham (hereinafter the "Town") and the Needham Building Custodian and Tradesman Independent Association represented by the Massachusetts Laborers District Council, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by their terms are in effect through June 30, 2018, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2018 through June 30, 2019.
2. The base wages shall be amended as follows:

 FY19: 3% increase in base wages effective November 1, 2018.
3. Amend Article 24, Section 2 Night Differential by inserting after the words "\$.80 per hour" the words "(\$1.00 effective January 1, 2019)".
4. Amend Article 2 by deleting Section 2 Agency Fee.
5. Amend Article 8 Section 3 Work Schedules by deleting subsection (a) in its entirety, and replace with the following:

"School Year

High School Day Senior	6:00am – 2:30 pm
School Day Seniors	6:00 am – 2:30 pm
School Day	8:00 am – 4:30 pm
School Evening Senior	4:00 pm – 12:00 am
School Evening	2:00 pm – 10:00 pm
Municipal Day	6:30 am – 3:00 pm
Municipal Evening	2:00 pm – 10:00 pm
Library Senior	6:30 am – 3:00 pm
Library Day	7:00 am – 3:30 pm
Library Evening	3:00 pm – 11:00 pm

Library Rotation

Friday	8:45am – 5:45pm
Saturday	8:45am – 5:15pm
Sunday Winter	12:45pm – 7:15pm
Sunday Summer	12:45 pm – 5:15 pm

Every 3rd week, staff will not work on Friday but instead staff will work Saturday. Rotate Sunday as overtime.

Trades Positions

Day	6:00am-2:30pm
Night	2:00pm-10:00pm
Summer	6:00 – 2:30 pm

All Trades shift to Day Hours during the summer.”

6. Delete Article 8 Section 4 (a) Overtime Payment and insert in place thereof the following:

Section 4. Employees will be paid at time and one-half their regular rate of pay for any time worked in excess of forty (40) hours per week. For the purposes of this subsection, time worked shall include all paid leave and shall not include unpaid leave. Subject to necessary approvals, the Town will make arrangements to insure that overtime pay is paid within two (2) weeks after it is earned.

And by deleting subsection (b) in its entirety and inserting in place thereof the following: “Overtime worked, outside of a regular scheduled shift, between 11:00 P.M and 7:00 A.M., will be paid at a double time (2 times) the employee’s rate of pay.”

7. Amend Article 8 by inserting a new Section 7 Compensatory Time, as follows:

Section 7. Compensatory Time

- (a) Members will be allowed to accrue compensatory time up to 40 hours in a fiscal year within the member’s assigned division. Compensatory time will be earned at time and one-half the time worked; an eight (8) hour overtime shift will yield a credit of twelve (12) hours of compensatory time. Time worked by the member in another division, including those funded by enterprise funds, will be paid as overtime.
- (b) Members may only accrue forty (40) hours of compensatory time in a fiscal year. If the member reaches the forty (40) hour maximum cap and elects to use compensatory time bringing his/her balance below the forty (40) hour cap, he/she may again accrue compensatory time up to the forty (40) hour limit per fiscal year. If the member requests and is authorized to earn compensatory time in lieu of overtime payment, and the resulting compensatory time, will put him/her over the forty (40) hour cap, all time worked will be paid as overtime. It is the member’s responsibility to know his/her compensatory time balance.
- (c) A member with accrued compensatory time must notify the Director of Building Maintenance in writing, providing proposed use dates, by May 31st of each fiscal year if he or she intends to use the time prior to June 30th of that fiscal year. If the member does not so notify his/her Division Superintendent, the Town will process a buy out of the compensatory time at or prior to the end of the fiscal year. Compensatory time hours will not carry over to the next fiscal year.
- (d) All overtime worked between June 1st and June 30th will be paid as overtime.

8. Amend Article 10 Vacation effective July 1, 2019 by deleting sections 1 through 9, and inserting a new subsections (h) and (i) under Section 11 as follows:

- “(h) Vacation may be taken at any time during the fiscal year, subject to the approval of the Director of Building Maintenance, provided that departmental vacation schedules obviate the need for temporary increase in staffing.”
- “(i) Employees will not be charged for a vacation day for a holiday which falls within an approved vacation period.”

It is agreed that there will be a one year waiver of the maximum vacation accrual cap referred to in Section 11 (d).

9. Delete Article 14 - Bereavement Leave and insert in place thereof the following:

- (a) Employees are entitled up to five (5) business days of bereavement leave, per occurrence, for the death of an immediate family member. Immediate family as used herein shall consist of employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law or legal guardian.
- (b) Employees are entitled up to three (3) business days of bereavement leave, per occurrence, when there is a death in the employee's family other than those listed in subsection (a). Examples include; brother-in-law, sister-in-law, aunt, uncle, niece or nephew. Bereavement leave for non-immediate family members may be granted at the recommendation of the Director of Public Works and the approval of the Town Manager/designee.

10. Amend Article 19 – Safety by deleting in subsection (a) the sum “\$200” and inserting in place thereof the sum “400;” and by deleting subsection (b) in Section 2; and by deleting in subsection (c) the phrase “compatible with the Department-issued work clothes” and inserting in place thereof the words “safety color;” and by inserting in Section 3 (a) Shirts the words “Town-issued” at the beginning of the third sentence and; by deleting in Section 3 (a) Sweatshirts the words “safety-colored” in the first sentence, and by deleting in Section 3(a) Shorts the phrase “During the period after the close of school each year through the last day before the start of school each year,” and inserting in place thereof the phrase “From April 1st through October 31st,”.
11. Amend Article 20 – Seniority by inserting a new Section 7 as follows: “Section 7. The Town will offer adult occupational immunizations recommended for Massachusetts Teachers by the Massachusetts Department of Public Health at no charge to the employee.”
12. Delete Article 26 – Educational Reimbursement and insert in place thereof the following:
- “The Town of Needham Education Reimbursement Policy (Benefit Administration #501) dated July 1, 2018 and as from time to time amended is hereby incorporated by reference.”
13. Amend Article 27 – Miscellaneous Provisions by inserting a new paragraph at the send of Section 1 – Town Vehicle Use as follows: “All members of the Union who are authorized

to operate a Town vehicle acknowledge that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device will allow the Town to monitor the vehicle for geographic location, speed, hours of operation and other related data relevant to the vehicle's utilization for the purpose of maintaining the orderly and efficient operations of the Town. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of federal, state or local law. Tampering with any GPS tracking equipment is expressly prohibited by this policy and may subject an employee to disciplinary action by the Town."

14. Amend Article 27 Section 5 – Drug and Alcohol Testing by inserting the following sentence before the last sentence: "Members of the bargaining unit hired prior to July 1, 2005 shall be subject to all other provisions of the policy including pre-employment, reasonable suspicion, post incident and follow-up testing."
15. Amend Article 27 Section 10 – Background Checks by deleting the phrase "who work within school buildings" in the first sentence; and inserting a new sentence at the end of the section as follows: 'The cost of fingerprinting will be borne by the employee.'
16. Amend Appendix A Classification Titles effective January 1, 2019 as follows:

Carpenter from BT3 to BT4
Electrician from BT3 to BT4
Plumber from BT3 to BT4

Such classification changes shall be implemented in accordance with Article 24 Section 8.
17. Amend Appendix D – Drug and Alcohol Testing Policy as indicated on the attached document.
18. Housekeeping
 - Delete the second sentence of Section 3 of Article 16 – Leave of Absence
 - Renumber Articles and Sections where appropriate.
 - Amend Article 27 Section 6 by deleting the date "December 2, 2000 and inserting in place there of the date "6/2018" and by inserting at the end of the section the phrase "and the Town of Needham Harassment of Individuals in Protected Classes Policy dated 6/2018, or any revision thereto.
 - Amend Article 25 – Performance Evaluation by deleting section 4 in its entirety.
 - Amend Article 12 – Non-Occupational Sick Leave by deleting the last sentence in Section 7 – Preventive Leave.
 - Remove all language referencing the Director of Public Facility Operations and replace with language referencing the Director of Public Works.

Appendix A Classification Titles
Appendix C Compensation Schedule
Appendix D Drug & Alcohol Testing Policy

For the Town

For the Union

Date: _____

Date: _____

Town Manager/Date

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

Memorandum of Agreement
Fiscal Years

Agreement is hereby made this ____ day of _____, by and between the Town of Needham (hereinafter the "Town") and the Needham Building Custodian and Tradesman Independent Association represented by the Massachusetts Laborers District Council, (hereinafter the "Union") that at the request of the Town the Town and the Union will re-open the collective bargaining agreement dated July 1, 2019 through June 30, 2022 to negotiate over snow program assignment and payments.

Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by their terms are in effect through June 30, 2022, remain in full force and effect.

For the Town

For the Union

Date: _____

Date: _____

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

**Memorandum of Agreement
Fiscal Years**

Agreement is hereby made this ____ day of _____, by and between the Town of Needham (hereinafter the "Town") and the Needham Building Custodian and Tradesman Independent Association represented by the Massachusetts Laborers District Council, (hereinafter the "Union") that at the request of the Town the Town and the Union will re-open the collective bargaining agreement dated July 1, 2019 through June 30, 2022 to negotiate over the implementation of a new classification and compensation study.

Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by their terms are in effect through June 30, 2022, remain in full force and effect.

For the Town

For the Union

Date: _____

Date: _____

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

Memorandum of Agreement
Fiscal Years

Agreement is hereby made this ____ day of _____, by and between the Town of Needham (hereinafter the "Town") and the Needham Building Custodian and Tradesman Independent Association represented by the Massachusetts Laborers District Council, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by their terms are in effect through June 30, 2018, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2019 through June 30, 2022.

2. The base wages shall be amended as follows:

FY20: 2.5% increase in base wages effective July 1, 2019.

FY21: 3% increase in base wages effective July 1, 2020.

FY22: 2.5% increase in base wages effective July 1, 2021.

3. Amend Article 24 by inserting a new Section 11 401A Retirement Plan, as follows:

Section 11 401A Retirement Plan Effective January 1, 2022, the Town will contribute up to \$500 annually in a two for one match (e.g. for every \$2 contributed by the employee, the Town will contribute \$1 to a 401A Deferred Compensation Plan).

**Memorandum of Agreement
Fiscal Years**

Agreement is hereby made this ____ day of _____, 2018 by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Public Employees Association, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2018, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2018 through June 30, 2021.

2. The base wages shall be amended as follows:

FY19: 3% increase in base wages effective November 1, 2018.

FY20: 2% increase in base wages effective July 1, 2019.

FY21: 3% increase in base wages effective July 1, 2020.

3. An additional step 2% higher than the current maximum step will be added to the compensation schedule effective January 1, 2020. Members of the Bargaining Unit who have been at the maximum rate of pay for at least 52 weeks as of January 1, 2020 will advance to the new maximum step on that date. Employees who have been at the maximum step for less than 52 weeks as of January 1, 2020 will advance to the new step on their next satisfactory performance step date.

4. Delete Article 4 Section 4 Safety and Efficiency Committee and insert in place thereof the following:

"Section 4. Safety Committee The Town and the Union shall establish a Safety Committee to discuss and recommend safety rules, training programs and related subjects, and to make recommendations therefore to the Director of Public Works. The Committee shall consist of three members appointed by the Town Manager/designee and three members appointed by the Union."

5. Delete the first paragraph of Article 5 Section 3 Overtime and insert in place thereof the following:

"The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All worked overtime must be approved in advance by the Director of Public Works/designee. Employees will be paid at time and one-half their regular rate of pay for any time worked in excess of forty (40) hours per week. For the purposes of this subsection, time worked shall include all paid leave and shall not include unpaid leave. Overtime will be distributed in the following manner:"

Amend Article 5 Section 5 (a) (ii) by inserting the following at the end of the section:
"Call employees must be on-site within one hour of being called."

6. Amend Article 5 by inserting a new Section 4 Compensatory Time, as follows:

"Section 4. Compensatory Time

- (a) Members will be allowed to accrue compensatory time up to 40 hours in a fiscal year within the member's assigned division. Compensatory time will be earned at time and one-half the time worked; an eight (8) hour overtime shift will yield a credit of twelve (12) hours of compensatory time. Time worked by the member in another division, including those funded by enterprise funds, will be paid as overtime.
 - (b) Members may only accrue forty (40) hours of compensatory time in a fiscal year. If the member reaches the forty (40) hour maximum cap and elects to use compensatory time bringing his/her balance below the forty (40) hour cap, he/she may again accrue compensatory time up to the forty (40) hour limit per fiscal year. If the member requests and is authorized to earn compensatory time in lieu of overtime payment, and the resulting compensatory time, will put him/her over the forty (40) hour cap, all time worked will be paid as overtime. It is the member's responsibility to know his/her compensatory time balance.
 - (c) A member with accrued compensatory time must notify the Director of Public Works in writing, providing proposed use dates, by May 31st of each fiscal year if he or she intends to use the time prior to June 30th of that fiscal year. If the member does not so notify the Director of Public Works/designee, the Town will process a buy out of the compensatory time at or prior to the end of the fiscal year. Compensatory time hours will not carry over to the next fiscal year.
 - (d) All overtime worked between June 1st and June 30th will be paid as overtime.
 - (e) Employees who have remaining compensatory time balances greater than 40 hours are authorized to buy back such time on an annual basis, subject to appropriation."
7. Amend Article 8, Section 4 by deleting the words "who have successfully completed the six month probationary period," and by deleting the date "June 15" and inserting in place thereof the date "March 31", and by making Personal Leave its own article.
8. Delete Article 13 Vacations effective June 30, 2019, and delete the first sentence of Article 13-A: "Vacation for employees hired on or after July 1, 2008".

Amend Article 13A by inserting a new Section 7 as follows:

"Section 7 Vacation Buy-back at the RTS Employees who are regularly assigned to work at the RTS may have the Town buy back up to five (5) days of vacation per fiscal year at their regular rate of pay, subject to appropriation."

It is agreed that there will be a one year waiver of the maximum vacation accrual cap referred to in Section 3 (d) in FY2020.

9. Delete Article 14 - Bereavement Leave and insert in place thereof the following:

- (a) Employees are entitled up to five (5) business days of bereavement leave, per occurrence, for the death of an immediate family member. Immediate family as used herein shall consist of employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law or legal guardian.
 - (b) Employees are entitled up to three (3) business days of bereavement leave, per occurrence, when there is a death in the employee's family other than those listed in subsection (a). Examples include; brother-in-law, sister-in-law, aunt, uncle, niece or nephew. Bereavement leave for non-immediate family members may be granted at the recommendation of the Director of Public Works and the approval of the Town Manager/designee.
10. Amend Article 15 Clothing by deleting Section 2 (c) and inserting in place thereof the following: "T-Shirts/Sweatshirts The Town will provide seven (7) T-shirts and 4 sweatshirts on an annual basis. All T-shirts and sweatshirts will be navy blue."

Amend Article 15 Section 3 (a) by adding the following at the end of the second paragraph: "Employees shall not wear articles of clothing with logos other than items identifying the Town of Needham provided by the Town."

Amend Article 15 Section 3 (e) by deleting the words "short sleeve safety colored" in the first sentence, and by deleting the sentence "The Town will consult annually with the Safety and Efficiency Committee with respect to the style, color, logos, labels, and decals of the tee shirts and sweatshirts to be issued to employees prior to purchase. Final approval of the tee shirts and sweatshirts will be made by the Director of Public Works after such consultation."

Amend Article 15 Section 3 (f) by deleting the words "Safety T-shirts or" in the second sentence.

Amend Article Section 3 (g) by deleting the words "safety colored hooded pullover, zippered or crew neck pullover"

Amend Article 15 Section 4 by deleting the words "June 15th through the second Friday in September" and inserting in place thereof the words "April 1st through October 31st."

11. Insert a new Section 13 in Article 26 Miscellaneous Provision as follows:

"Section 13 Animal Removal

- (a) Members of the bargaining unit will remove dead animals from public roadways when requested by the Needham Police Department during periods when the Animal Control Officer is not available. Such animals will be removed from the public way and transported to the dead animal storage freezer.
- (b) The Needham Police Department will investigate reports of dead animals in public roadways, and will make a determination as to whether an emergency response is necessary. If so, during working and non-working hours, the dead animal removal assignment will first be offered to the Highway on-call employee. If the Highway on-

call employee is unavailable or unwilling to perform the assignment, the Needham Police will contact a list of other employees willing to accept the assignment. Such list will be developed by the Director of Public Works and will consist of volunteers from all divisions.

- (c) In the event that an on-call employee is assigned to remove a dead animal from the roadway, he or she will be paid in conformance with the payment schedule already established for the on-call program. If the assignment is made to an employee who is not on-call, such employee will be paid time and one-half, and will receive a four hour minimum call-back.
 - (d) Employees who are assigned to remove dead animals will receive an additional one hour of overtime pay for the shift in which the assignment is carried out, in addition to their regular eight hours pay, regardless of when the work is performed. The decision as to whether or not the employee will be released from the day's scheduled activities to remove a dead animal will be made at the discretion of the superintendent in charge of the division to which the employee in question is assigned.
 - (e) The Town will provide protective gloves, bags, disinfectant lotion, etc. as recommended by the Animal Control Officer or as requested by employees, at the discretion of the Director of Public Works. The Town will pay for rabies vaccine series for any employee assigned to dead animal removal who so elects.
 - (f) No employee who refuses to participate in the dead animal program will be required to participate or be disciplined for non-participation.
12. Delete Article 7 – Educational Reimbursement and insert in place thereof the following:
- “The Town of Needham Education Reimbursement Policy (Benefit Administration #501) dated July 1, 2018 and as from time to time amended is hereby incorporated by reference.”
13. Amend Article 21 Section 7 Snow Emergency Standby Program by deleting the word “the” before the words “Salt shift who work the full season...” and inserting in place thereof the word “a”, and by deleting the words “The Salt Shift Team shall” and inserting in place thereof the words “Salt Shift One and Two shall each”.
14. Amend Article 26 – Miscellaneous Provisions by inserting the following sentence at the end of Section 9 Motor Vehicle License: “It shall be the responsibility of the employee to notify the Director of Public Works within 24 hours if at any time his or her license is suspended, revoked, or otherwise prevents him or her from driving.” And by inserting a new Section 10 as follows:
- “Section 10** All members of the Union who are authorized to operate a Town vehicle acknowledge that the vehicle they operate may be equipped with a Global Positioning System (GPS) tracking device. The GPS tracking device will allow the Town to monitor the vehicle for geographic location, speed, hours of operation and other related data relevant to the vehicle’s utilization for the purpose of maintaining the orderly and efficient operations of the Town. This information shall not be used for disciplinary

purposes against members of the Union, absent a violation of federal, state or local law. Tampering with any GPS tracking equipment is expressly prohibited by this policy and may subject an employee to disciplinary action by the Town.”

15. Amend Article 30 Dues/Agency Fee by deleting section 6 Agency Fee.

16. Housekeeping

- Renumber Articles and Sections where appropriate.
- Remove references to “Garage” and replace with “Fleet.”
- Make Longevity (Article 21 Section 6) its own article.
- Change “Step 2” to “Lowest Step in Article 21 Section 13.

Appendix A Compensation Schedules

For the Town

Date: _____

For the Union

Date: _____

Town Manager/Date

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

Memorandum of Agreement
Fiscal Years

Agreement is hereby made this ____ day of ____, by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Public Employees Association, (hereinafter the "Union"), represented by the Massachusetts Laborers District Council, (hereinafter the "Union") that at the request of the Town, the Town and the Union will re-open the collective bargaining agreement dated July 1, 2018 through June 30, 2021 to negotiate over the implementation of a new classification and compensation study.

Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by their terms are in effect through June 30, 2021, remain in full force and effect.

For the Town

For the Union

Date: _____

Date: _____

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

**Memorandum of Agreement
Fiscal Years**

Agreement is hereby made this ____ day of ____, by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Public Employees Association, (hereinafter the "Union") represented by the Massachusetts Laborers District Council, (hereinafter the "Union"):

1. The parties agree to establish a Labor Management Committee consisting of three members appointed by the Town Manager/designee and three members appointed by the Union to evaluate and make recommendations as to:
 - Incentives for obtaining water treatment and water distribution certification/licensure;
 - Hours of work for employees (particularly at the RTS);
 - Snow Program practices including rest periods;
 - Conversion to a new overtime and double time payment framework; and
 - .
2. The parties agree to reopen the collective bargaining agreement to discuss implementation of recommendations of the Labor/Management Committee as appropriate.

Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by their terms are in effect through June 30, 2018, remain in full force and effect.

For the Town

For the Union

Date: _____

Date: _____

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

Memorandum of Agreement
Fiscal Years 2019, 2020, & 2021

Agreement is hereby made this 26 day of September, 2018 by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Town Workers' Association, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2018, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2018 through June 30, 2021.

2. The base wages shall be amended as follows:

FY19: 3% increase in base wages effective November 1, 2018.

FY20: 2.5% increase in base wages effective July 1, 2019.

FY21: 3% increase in base wages effective July 1, 2020.

3. Amend Article 3 Dues/Agency Fee by deleting subsection 3.6.1, and by amending subsection 3.6.2 by deleting in the first sentence the word "must" and inserting in place thereof the word "may", and by inserting in the last sentence after the words "Such consent shall" the phrase "not be mandatory and shall", and by renaming the Article "Union Dues."

4. Amend Article 6 Hours of Work by: deleting in subsection 6.2.3 the time "4:00" and inserting in place thereof the time "3:00"; deleting the last sentence of subsection 6.2.4 and inserting in place thereof the following: "Permission to take a one-half hour lunch break may be revoked and returned to a one hour lunch break."; deleting in the first sentence of subsection 6.2.6 the time "8 AM" and inserting in place thereof the time "7:30 AM"; deleting in the second sentence the time "4 PM" and inserting in place thereof the time "3:30 PM"; deleting in the third sentence the times "7 AM and 8 AM" and inserting in place thereof the times "6 AM and 7:30 AM"; deleting the last sentence of subsection 6.2.4 and inserting in place thereof the following: "Once a time is selected and agreed upon by the employee and manager, it becomes a permanent schedule for that employee and part of the department's flex-hour schedule to ensure coverage."; deleting subsection 6.2.5 and inserting in place thereof the following: "The lunch period may be taken between 11:00 a.m. and 3:00 p.m."; deleting the last sentence of subsection 6.2.7 and inserting in place thereof the following: "It permits employees to select the same permanent working schedule for each week."; and by inserting a new sentence at the end of Section 6.2 as follows: "The Department Manager will provide employees with at least two weeks' notice in writing before discontinuing a Flex-Hour program schedule."

5. Amend Section 8.1 by inserting a new Subsection 8.1.2 as follows:

"8.1.2 Four Hour Minimum Employees who are called back to work after normal working hours are entitled to four hours pay at straight time pay or overtime pay as appropriate. The four hour minimum does not apply to scheduled overtime or overtime that is considered an extension of the work day."

Delete Section 8.2 and insert in place thereof the following:

"8.2. Compensatory Time

- 8.2.1 At the discretion and prior approval of the Department Manager, eligible full-time employees may elect to receive paid compensatory time in lieu of paid overtime, in accordance with the United States Fair Labor Standards Act.
 - 8.2.2 Members will be allowed to accrue compensatory time up to 40 hours in a fiscal year within the member's assigned division. Compensatory time will be earned at straight time or time and one-half the time worked, as appropriate. Time worked by the member in another division or department will be paid as overtime.
 - 8.2.3 Eligible members may only accrue forty (40) hours of compensatory time in a fiscal year. If the member reaches the forty (40) hour maximum cap and elects to use compensatory time bringing his/her balance below the forty (40) hour cap, he/she may again accrue compensatory time up to the forty (40) hour limit per fiscal year. If the member requests and is authorized to earn compensatory time in lieu of overtime payment, and the resulting compensatory time, will put him/her over the forty (40) hour cap, all time worked will be paid as overtime. It is the member's responsibility to know his/her compensatory time balance.
 - 8.2.4 A member with accrued compensatory time must notify his or her Department Manager in writing, providing proposed use dates, by May 31st of each fiscal year if he or she intends to use the time prior to June 30th of that fiscal year. If the member does not so notify his/her Department Manager, the Town will process a buy out of the compensatory time at or prior to the end of the fiscal year. Compensatory time hours will not carry over to the next fiscal year.
 - 8.2.5 All overtime worked between June 1st and June 30th will be paid as overtime."
- 6. Amend Article 9 by deleting the words "five (5)" and "five-day" and inserting in place thereof the words "ten (10)" and "ten-day."
 - 7. Delete Article 10 – Educational Reimbursement and insert in place thereof the following:

"The Town of Needham Education Reimbursement Policy (Benefit Administration #501) dated July 1, 2018 and as from time to time amended is hereby incorporated by reference."
 - 8. Amend Article 13 Personal Leave by deleting the date "June 30" and inserting in place thereof the dated March 31."
 - 9. Delete Article 16 in it entirety (Maternity, Parental and Adoptive Leave).
 - 10. Delete Article 18 - Bereavement Leave and insert in place thereof the following:

- 18.1 Employees are entitled up to five (5) business days of bereavement leave, per occurrence, for the death of an immediate family member. Immediate family as used herein shall consist of employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law or legal guardian.
- 18.2 Employees are entitled up to three (3) business days of bereavement leave, per occurrence, when there is a death in the employee's family other than those listed in subsection (a). Examples include; brother-in-law, sister-in-law, aunt, uncle, niece or nephew. Bereavement leave for non-immediate family members may be granted at the recommendation of the Department Manager and the approval of the Town Manager/designee.
11. Amend Article 19 Non-Occupational Sick Leave by inserting at the end of subsection 19.3.2 the following: "This excludes sick leave usage for qualified and approved family and medical leave as per Article 17 of this Agreement." And by deleting subsection 19.8.2 and inserting in place thereof the following:
- 19.8.2 Personal Leave Incentive Plan**
- (a) Each member of the bargaining unit shall be eligible to convert 7.5 hours of unused, non-occupational sick leave to personal leave for every calendar quarter (July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30,) in which no sick leave is used. Eligible employees must elect such conversion by July 15th of each year for the accumulation calculations based upon calendar quarters occurring during the prior fiscal year.
 - (b) Eligible members of the bargaining unit electing to convert non-occupational sick leave hours to personal leave must use such leave hours (a maximum of 30 hours) by June 30 of the year in which they are converted.
 - (c) Hours converted in accordance with this program will be deducted from an employee's non-occupational sick leave bank.
 - (f) The provisions of this section shall not apply to Personal Leave described in Article 13.
 - (g) Members of the bargaining unit on workers compensation for more than five (5) days in a quarter will be ineligible to participate in this program for that quarter.
12. Amend Article 21 Grievance and Arbitration Procedure by deleting subsection 21.3 in its entirety, and by deleting in subsection 21.3.2 the number "five (5)" and inserting in place thereof the number "ten (10)," and by deleting in subsection 21.3.3 the number "three (3)" and inserting in place thereof the number "five (5)", and by deleting in subsection 21.3.4 the number "five (5)" and inserting in place thereof the number "ten (10)", and by deleting in subsection 21.4 the words "Classification A."

13. Amend Article 22 by relocating subsections 22.2.3 and 22.2.4 to Article 24, and by amending subsection 22.2.3 by deleting the words "On or around July 1 of each year" and inserting in place thereof the words "On a quarterly basis," and by deleting in subsection 22.7 the words "step 1" and inserting in place thereof the words "minimum step", and by making section 22.8 Merit its own article, and by deleting the sum "\$1,800" in subsection 22.8.2 and inserting in place thereof the sum "3,600", and by deleting the first sentence of subsection 22.9, and by inserting a new as follows: "Effective January 1, 2020, the Town will contribute up to \$1,500 annually in a two for one match to a 401A Deferred Compensation Plan. Members of the bargaining unit must contribute to a Town-sponsored deferred compensation plan in order to participate in the 401A Retirement Plan program."
14. Delete Article 24 and insert in place thereof the following:

"24.1 An evaluation of the performance of every employee in the bargaining unit shall be conducted annually on the employee's anniversary date, and may be adjusted from time to time in accordance with the provisions of Article 22. Annual evaluations will be conducted regardless of the employee's opportunity to receive performance step increases."
15. Amend Article 28 by deleting subsection 28.4.1 Clothing and inserting in place thereof the following:

"28.4.1 Members of the bargaining unit who regularly work outside or in other conditions that may damage personal clothing will be eligible for reimbursement for work boots and/or other suitable work clothes in an amount not to exceed \$200 per fiscal year. The decision as to what articles of clothing may be purchased will be made by the Department Manager."

And by deleting subsection 28.9 Health Insurance and inserting in place thereof the following: "28.9 The Memorandum of Agreement dated February 26, 2018 between the Town and the Association regarding health insurance is hereby incorporated by reference."
16. Amend Article 29 by deleting subsection 29.7, and by inserting in place thereof the following:

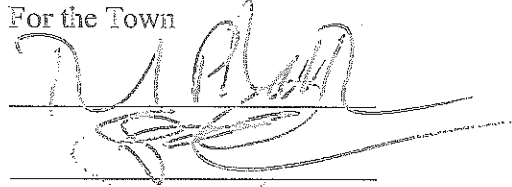
"29.7 An employee of the bargaining unit who has not been assigned by his or her Department Manager to cover the duties of a higher paid position, and who believes that he or she has been performing such duties, may request a meeting with the Department Manager and the Director of Human Resources to discuss the type of information and/or documentation that is required to review whether the employee should be paid acting pay."
17. Housekeeping:
 - o Renumber Articles and Sections where appropriate.

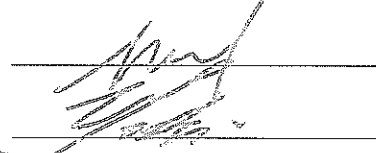
- Amend Article 19 by removing subsection 19.10 Light Duty and creating a separate Article.
- Rename Article 17 Family Leave to be "Family and Medical Leave."

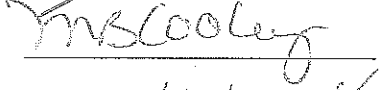
18. This Agreement is subject to ratification by the membership of the bargaining unit.

Appendix A: Compensation Schedules

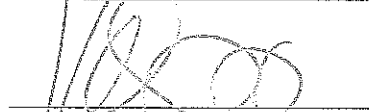
For the Town







Date: 10-1-2018

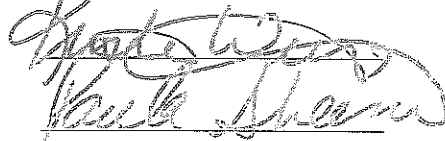


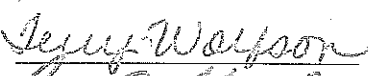
Town Manager/Date

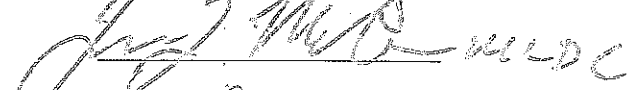
10-1-2018

For the Union









Date: 9-26-2018

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

Memorandum of Agreement
Fiscal Years

Agreement is hereby made this 26 day of September, by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Town Workers' Association, (hereinafter the "Union") that at the request of the Town, the Town and the Union will re-open the collective bargaining agreement dated July 1, 2018 through June 30, 2021 to negotiate over the implementation of a new classification and compensation study.

Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by their terms are in effect through June 30, 2021, remain in full force and effect.

For the Town

Date: 10-1-2018

For the Union

Date: 9-26-2018

Deborah Anderson

[Signature]
J. M. Lee mdc

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



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/9/2018

Agenda Item	Town Meeting Preparation
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss articles contained on the warrant for the Special Town Meeting.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. Status of Articles (10.4.18)	

Status of Articles 10.4.2018

#	Article	Status	BOS Position	FC Position	BOS	FC	CPC	Planning
1	Fund Collective Bargaining Agreement – BCTIA				Dan	Rick		
2	Fund Collective Bargaining Agreement – DPW/NIPEA				Dan	Rick		
3	Fund Collective Bargaining Agreement – ITWA		Adopt	Adopt	Dan	Rick		
4	Amend the FY2019 Operating Budget		Adopt	Adopt	Marianne	Barry		
5	Amend the FY2019 RTS Enterprise Fund Budget				John	Josh		
6	Amend the FY2019 Sewer Enterprise Fund Budget				John	Josh		
7	Amend the FY2019 Water Enterprise Fund Budget				John	Josh		
8	Appropriate for Consulting Assistance N2025		Adopt	Adopt	Marianne	Dick		
9	Amend Zoning By-Law – Wireless Communications Facilities		Adopt	Adopt	Dan	Carol		
10	Appropriate for Public Safety Buildings Construction		Adopt	Adopt	Dan	Barry		
11	Appropriate for Emery Grover Feasibility		Adopt	Adopt	Moe	Tom		
12	Appropriate for Mitchell School Modular Classrooms		Adopt	Adopt	John	John		
13	Rescind Debt Authorization		Adopt	Adopt	Marianne	Tom		
14	Accept Grant of Access Easement/700 Greendale Avenue		Adopt	Adopt	Moe	Carol		
15	Amend General By-Law – Stormwater By-Law	Amend	Adopt	Adopt	Matt	Louise		
16	Amend General By-Law/Non-Criminal Disposition		Adopt	Adopt	Matt	Louise		



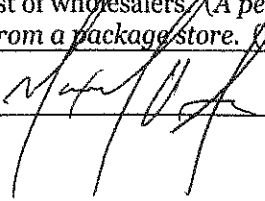
**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/09/2018

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

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

Event Manager Name (Name that will appear on license)	MAXWELL SPARR		
Event Manager Address	400 1 ST AVE NEEDHAM, MA 02494		
Event Manager Phone Number	857-320-0426		
Organization Representing (if applicable)	TRIP ADVISOR		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	☐ Non-profit ☒ For profit ☐ Proof of non-profit status is attached Form of Proof: _____		
Name of Event	ANAPLAN USER "HAPPY HOUR"		
Date of Event	10/10/18		
License is for Sale of:			
☒ Wines & Malt Beverages Only ☐ All Alcoholic Beverages (for non-profit groups only)			
Requested Time for Liquor License	FROM:	5 PM	TO: 6 PM
Are tickets being sold in advance for this event?	☐ YES \$	/per ticket	☒ NO
Is there an admission fee for this event?	☐ YES \$	/per ticket	☒ NO
Are you using dues collected to purchase alcohol for this event?	☐ YES	☒ NO	
How many people are you expecting at this event?	40		
Name & address of event location. Please attach proof of permission to use this facility.			
400 1 ST AVENUE, NEEDHAM, MA 02494			
Who will be serving the alcohol to your guests?			
MAXWELL SPARR / RESTAURANT ASSOCIATES			
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).			
MAXWELL SPARR			
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.			
BAR ON CONSUMPTION			
☒ I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:			Date:
			10/3/18

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

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

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

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

Water Sales: -\$201.55

Water Irrigation: \$0.00

Water Admin Fees: \$0.00

Sewer Sales: -\$900.17

Transfer Station Charges: \$0.00

Total Abatement: -\$1,101.72

Order #: 1262

Read and Approved:


Assistant Director of Public Works


Director of Public Works

For the Board of Selectmen

10/9/18

Town of Needham
Water Sewer Billing System
Adjustment Form

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read
DB	Silverman	Wendy	30117	9366	239	Webster Street	\$0.00	-\$0.85	-\$322.19	-\$323.04	ACC	N
JO	Council on Aging (2)						\$0.00	-\$200.70	-\$577.98	-\$778.68	COA	N

Total: -\$1,101.72

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

Legend:

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

**Town of Needham
Board of Selectmen
Minutes for September 5, 2018
Needham Town Hall
Selectmen's Chamber**

6:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chair Daniel P. Matthews. Those present were John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Marianne B. Cooley, Assistant Town Manager Christopher Coleman, Assistant own Manager David Davison, and Recording Secretary Mary Hunt.

Mr. Matthews noted tonight's meeting was added to the Board's calendar to tend to business as it relates to the busy construction season.

6:00 p.m. Appointments and Consent Agenda:
Motion by Mr. Handel that the Board of Selectmen vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS - No Appointments were made at this meeting.

CONSENT AGENDA

1. **Approve a One Day Special Wines and Malt Beverages Only license for Francisco Guzman of Bertucci's Needham, to host its 16th Anniversary Celebration event on Saturday, September 8, 2018 from 2:00 p.m. to 6:00 p.m. The event will be held in the parking lot of 1257 Highland Avenue.**

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

6:00 p.m. Public Hearings: Eversource Energy - Grant of Locations
Maureen Carroll, Eversource Representative appeared before the Board with three Grant of Locations to discuss:

1. Dedham Avenue

Ms. Carroll requested permission to install approximately 8 feet of conduit in Dedham Avenue. She said this work is necessary to provide electric service for a new home at 459 Dedham Avenue, Needham.

Mr. Matthews accepted the good faith error made by the builder in digging a conduit on Town property without permission. Tom Mitchell, Owner, Mitchell Construction Group, Inc. apologized, saying lack of communication led to the error.

Mr. Coleman stated all paperwork is in order.

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

Motion by Mr. Handel that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 8 feet of conduit in Dedham Avenue. This work is necessary to provide new underground electric service at 459 Dedham Avenue, Needham.

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

Ms. Cooley asked for clarification on Town regulations for installing conduit. Sandy Cincotta, Support Services Manager stated the Town typically requires conduit be at least 3" wide. Ms. Cooley acknowledged the apology by the builder, encouraging the Board of Selectmen to consider a fine for future errors.

Mr. Borrelli concurred with statements by Ms. Cooley, saying this type of error has occurred too frequently. He said there must be clear communication with builders.

Mr. Handel and Mr. Bulian concurred with Mr. Borrelli that a fine must be considered.

Mr. Matthews agreed, saying the Board of Selectmen will take up the issue at a future Board of Selectmen meeting.

2. Alden Road

Ms. Carroll requested permission to install approximately 10 feet of conduit in Alden Road. She said this work is necessary to provide new underground electric service at 21 Alden Road, Needham.

Christopher Coleman, ATM/Director of Operations stated all paperwork is in order.

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

Motion by Mr. Handel that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 10 feet of conduit in Alden Road. This work is necessary to provide new underground electric service at 21 Alden Road, Needham.

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

Richard P. Merson, DPW Director explained the Town requests that conduit be no less than 3" wide. He noted 2" conduit was proposed for the Alden Road pump station project, however Eversource Energy will upgrade to 3" diameter (or wider) conduit.

3. Deerfield Road

Ms. Carroll requested permission to install approximately 10 feet of conduit in Deerfield Road. She said this work is necessary to provide new underground electric service at 82 Deerfield Road, Needham.

Mr. Coleman said all paperwork is in order.

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

Motion by Mr. Handel that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 10 feet of conduit in Deerfield Road. This work is necessary to provide underground electric service at 82 Deerfield Road, Needham.

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

Mr. Matthews thanked everyone for taking the time to meet tonight, noting it is a good reflection on the Town to help bring projects to completion.

6:18 p.m.

Adjourn:

Motion by Mr. Bulian that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of September 5, 2018.

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

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

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

**Town of Needham
Board of Selectmen
Minutes for September 11, 2018
Needham Town Hall
Selectmen's Chamber**

6:00 p.m. Executive Session: (Exception 3 and 6)
A meeting of the Board of Selectmen was convened by Chair Daniel P. Matthews. Those present were John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Marianne B. Cooley, and Town Manager Kate Fitzpatrick. Recording Secretary Mary Hunt joined the meeting at 6:45 p.m.

Motion by Mr. Handel that the Board of Selectmen vote to enter into Executive Session.

Exception 3 – To discuss strategy with respect to collective bargaining or litigation, or to conduct strategy sessions in preparation for negotiations with non-union personnel; and

Exception 6 – To consider the purchase, exchange, taking, lease, or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body.

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

6:45 p.m. Call to Order:
The public portion of the Board of Selectmen meeting of September 11, 2018, was convened by Chair Daniel P. Matthews.

A moment of silence was observed recognizing the 17th anniversary of the September 11, 2001 terrorist attacks.

6:46 p.m. Joint Meeting with the Board of Library Trustees: Appoint New Trustee
The Board of Selectmen held a joint meeting with members of the Board of Library Trustees including Thomas M. Harkins, Chair, Lois C. Bacon, Vice Chair, Rick Hardy, Secretary, Carol J. Thomas, Rose A. Doherty, and Gregory J. Shesko.

Mr. Harkins said seven very qualified applicants applied for the appointment of a new trustee. He introduced and recommended Ms. Anna Giraldo Kerr to fill a vacancy on the Board of Library Trustees.

Motion by Mr. Harkins that the Board of Selectmen and the Board of Library Trustees vote to appoint Anna Giraldo Kerr to the Board of Library Trustees until the next Town Election to be held on April 9, 2019.

Second: Mr. Bulian. Unanimously approved 11-0.

Ms. Kerr said her love of books lead her to apply for the position. She said she is eager with new ideas and looking forward to joining the Board.

Mr. Bulian noted in applying for the position, Ms. Kerr will be a candidate on the elective ballot in the April 2019 Town election. He commented he reviewed the resumes of the candidates for the position, saying he was delighted to participate in the process. Mr. Matthews asked Ms. Kerr to report to the Town Clerk's office to be sworn in.

6:55 p.m.

Appointments and Consent Agenda

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

APPOINTMENTS

- | | | |
|---|-------------------|--------------------------|
| 1. Cultural Council | Elizabeth Millane | (term expires 6/30/2021) |
| | Anne McCaffrey | (term expires 6/30/2021) |
| 2. Needham Community
Revitalization Trust Fund | Kate Carter | (term expires 6/30/2021) |

CONSENT AGENDA

1. Approve the Notice of Experimental Traffic Regulation in accordance with the Needham Traffic Rules and Regulations Section 3-6 for A Street, Food Vendor Parking Only, East sideline of A street 80 foot section across from 40 A Street- Tuesday – Friday from 9:00 a.m. to 3:00 p.m.; and for 4th Avenue Food Vendor Parking Only, West sideline of 4th Avenue 50 foot section in front of 115-117 4th Avenue- Tuesday – Friday from 9:00 a.m. to 3:00 p.m. for the period August 26, 2018 to September 24, 2018.
2. In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt a classification and compensation plan for fiscal year 2019 (corrected K Schedule).
3. Approve a request from Stephanie Matern of Circle of Hope to host its Full Circle event on the Town Common on October 13, 2018 from 10:00 a.m. to 12:00 p.m. with a rain date of October 14, 2018.
4. Approve request from Park and Recreation Commission and the Newton/Needham Regional Chamber to host their annual "Spooky Walk" on Saturday, October 20, 2018 which commences on Town Common at 10:00 am, with a rain date of Saturday, October 27, 2018.
5. Water & Sewer Abatement Order #1260
6. Approve Executive Session minutes of July 24, 2018 and July 27, 2018; and Open Session minutes of July 27, 2018, August 7, 2018 and August 28, 2018.
7. Approve a request from Kati Sigel, of Three Squares New England, who is organizing its annual fundraiser "The Ride for Food" bike ride to benefit food pantries in numerous communities including Needham, to have a portion of its ride to go through Needham. The event is scheduled for September 23, 2018 from 7:30 a.m. to 11:00 a.m. The route of the ride has been approved by the following departments, DPW, Police, Fire, and Park and Recreation.
8. Approve a 20B Exemption for Georgina Arrieta-Ruetenik who is an employee at the Needham Public Schools as a part-time KASE worker to engage in work

with the Needham Police Department as a Traffic Supervisor/Crossing Guard for the school year 2018-2019.

9. Approve a Special One Day Wines & Malt Beverages License for Maxwell Sparr of Trip Advisor who is hosting an HR Forum event on Thursday, September 13, 2018 from 4:00 p.m. to 8:00 p.m. The event will be held at Trip Advisor, 400 First Avenue, Needham.
10. Approve a Special One Day Wines & Malt Beverages License for Maxwell Sparr of Trip Advisor who is hosting an Oktoberfest event on Thursday, September 20, 2018 from 4:00 p.m. to 7:00 p.m. The event will be held at Trip Advisor, 400 First Avenue, Needham.

11. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Ratify - Justin McCullen	22 Miller St	Miller Street	9/8/18	9/9/18	4pm-11pm
Ratify - Liz Lawlor	76 Howland St	Pleasant St, between Kimball & Howland St	9/8/18	9/9/18	4pm-8pm
Naomi Goldman	93 Gayland Rd	Gayland Road	9/15/18	9/16/18	4pm-7pm
Beth Champagne	37 Ware Rd	Ware Road	9/15/18	9/16/18	3pm-11pm
Denise Arrondo	21 Prince Street	21 Prince Street	9/15/18	9/16/18	12pm-8pm
Eric Kaplan	33 Elmwood Rd	Elmwood Road	9/15/18	9/16/18	4pm-8pm
Jim Rochford	74 Rolling Lane	Rolling Lane	9/15/18	9/22/18	3pm-10pm
Stephanie Arendell	41 Kimball Street	Grant Street between Kimball & School	9/16/18	N/A	4pm-7pm
Jodi Williams	48 Ardmore Rd	48-84 Ardmore Rd	9/22/18	9/23/18	2pm-6pm
Kristen Vacanti	138 Brookside Rd	138-144 Brookside Rd	9/22/18	9/23/18	12pm-8pm
Caitlin Reisman	80 North Hill Avenue	Howe Road	9/22/18	9/23/18	2:30pm-midnight
Sue Pouliot	54 Eaton Road	54 Eaton Road	9/22/18	9/23/18	4pm-8pm
Kara Collin	57 Broad Meadow Road	Broad Meadow Road (Greendale side)	9/22/18	9/23/18	3pm-8pm
Lorene Whyte Fernandez	19 Bradford St	Cleveland Road	9/23/18	N/A	3pm-7pm
Jessica Karlin	36 Wilshire Park	Wilshire Park	9/29/18	N/A	4pm-8pm
Jaimie Scranton Pomerantz	53 Glendoon Rd	Glendoon Road	9/30/18	10/6/18	3pm-10pm
Elyse Slayton	24 Fairfax Road	24-32 Fairfax Road	9/30/18	N/A	3:30pm-6:30pm
Rhonda Silva	7 Berkshire Road	34 Berkshire Road	10/6/18	N/A	3pm-6pm
Seema Pandya	43 Valley Road	Peacedale & Intervale	10/27/18	N/A	8am-6pm

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

6:56 p.m.

Town Manager:

Kate Fitzpatrick, Town Manger appeared before the Board with three items to discuss:

1. Acceptance of Pedestrian Access Easement

Ms. Fitzpatrick told the Board the Zoning Board of Appeals has requested the Board of Selectmen accept and execute a Pedestrian Access Easement from MCREF NEEDHAM LLC. She said the easement was required by the Board as a condition of the Comprehensive Permit for the Modera project.

Ms. Fitzpatrick suggested the Board accept and authorize the Chair to sign the Grant of Acceptance of Pedestrian Access Easement, conditioned on receiving executed documents from MCREF NEEDHAM LLC.

Motion by Mr. Borrelli that the Board accept and authorize the Chair to sign the Grant of Pedestrian Access Easement from MCREF NEEDHAM LLC to the Town of Needham.

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

(continued to 8:31 p.m.)

6:57 p.m.

Committee Reports:

Mr. Matthews reported on the successful opening of the Rosemary Pool Complex. He commented the Board of Selectmen should consider a goal of having the pool sufficiently staffed from Memorial Day through Labor Day in years to come, rather than closing when students return to college in mid to late August.

Mr. Bulian said many people were disappointed to see the pool closed the last week of August when temperatures were about 90 degrees. He concurred with Mr. Matthews.

Ms. Cooley concurred saying it is important and valuable for the Town to have the pool available to residents through Labor Day. She acknowledged the Board may have to reconsider some of its other goals to have pool staffing a priority. She suggested high school students who are trained lifeguards could step into the position at the end of the season.

Mr. Borrelli said finding help at the end of the season is challenging, but the community expects certain hours of operation throughout the summer.

Mr. Matthews agreed with Ms. Cooley saying the Board cannot continue to add to a workload already over scheduled. He said the item will be pursued with the Park and Recreation Commissioners.

7:02 p.m. Public Hearing - Multiple License Amendments for Spiga Ristorante, 18 Highland Circle

George Giunta Jr., Attorney and Carmelo Iriti, Manager, Spiga Ristorante presented the Board an application for (a) an Alteration of Licensed Premises, (b) change of License Category from Wine and Malt to All Alcohol, and a (c) Change in Beneficial Interest for Spiga Ristorante, 18 Highland Circle. The alteration of premises will allow for the service of alcoholic beverages on an outside patio consisting of 16 seats with proper barriers per local and state laws. The Alcoholic Beverages Control Commission requires that a public hearing be conducted for all alteration of premises and/or Change of License Category applications. It was noted Marissa Concetta Iocco is now a partner in the business.

Ms. Fitzpatrick indicated all paperwork is in order.

Motion by Mr. Handel that the Board vote (a) to approve the Alteration of Licensed Premises application; (b) to approve the Change of License Category from Wine and Malt to All Alcohol; and (c) to approve the Change in Beneficial Interest, as they have been presented from Spiga Ristorante, 18 Highland Circle, and to sign and forward application to the Alcoholic Beverages Control Commission for its review and approval.

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

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

Mr. Matthews asked for Board comment.

Mr. Bulian asked about a barrier sufficient to protect patrons seated outside from cars pulling into the parking lot. He suggested Mr. Iriti consider installing a parking block for additional protection.

Mr. Iriti said he will consider and agrees installing a parking block is a good idea.

Mr. Matthews acknowledged Mr. Iriti has succeeded for 11 years. He reminded Mr. Iriti to continue taking his responsibilities seriously, especially regarding the service of alcohol as public safety is most important.

Mr. Borrelli asked whether the hours of operation will change.

Mr. Iriti said the hours of operation will remain unchanged.

7:09 p.m. FEMA SAFER Grant:

Dennis Condon, Fire Chief and Deb Bonanno, Fire Director of Administrative Services appeared before the Board to discuss the Needham Fire Department's submission of a grant application to FEMA for the implementation of National Fire Protection Act (NFPA) staffing levels.

Chief Condon said the Town was awarded the grant to hire eight additional firefighter paramedics. He acknowledged the work of Ms. Bonanno in securing the grant. Chief Condon said additional staff will bring the Town into compliance with NFPA 1710 standards, and would allow the Department to staff a second full-time ambulance at Station #2 without the need to take other pieces of apparatus out of service. Chief Condon stated the award of \$1.6 million in funding for salaries and benefits is the second largest award in Massachusetts this year to date.

Motion by Mr. Handel that the Board vote to ratify and endorse acceptance of the grant award from the Federal Government for eight firefighters over three years in the amount of \$1,643,230.

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

Mr. Matthews clarified while the award has been granted, the responsibility over time will shift to the Town. He noted the grant is financially significant and helps bring the Town to an appropriate level of staffing.

The Board thanked Chief Condon and Ms. Bonanno for their work on behalf of the Town.

7:15 p.m.

Public Hearing: Stormwater By-Law

The Board held a public hearing on the proposed General By-Law Amendment - Stormwater.

Ms. Fitzpatrick explained the proposed By-Law would provide the Town with the authority to satisfy the Federal National Pollutant Discharge Elimination System (NPDES) requirement for a Phosphorus Control Plan. She said the By-Law would address the requirement to reduce pathogens in stormwater discharges, and address water quality issues related to low dissolved oxygen, removal of petroleum contaminants, reduction of sediment and suspended solids, and removal of other water quality impairments. The proposed By-Law would apply to applicants for Town permits for construction, and provides alternative measures for applicants whose properties are located in poorly draining soils. The By-Law will reduce the amount of stormwater that is directed to the Town's drainage system, and will help decrease flooding on local streets. Ms. Fitzpatrick said for residential properties, the By-Law provides a mechanism to address concerns about the impact of construction-related run-off on abutting properties.

Ms. Fitzpatrick commented a hearing was held in March 2018 and action on the proposed By-Law article was deferred at the May 2018 Annual Town Meeting. She said a working group met over the summer and, thus far, have produced 15 or more drafts, with changes still being made. She said the goal is to reach a consensus tonight and authorize the Chair to approve the final version for printing next week in the Special Town Meeting warrant. She noted regulations pertaining to the By-Law also require discussion, proposing draft regulations be available before Town Meeting, finalized and adopted after the Board holds a public hearing, and approved

by the Attorney General. Ms. Fitzpatrick thanked Tony Del Gaizo, Town Engineer, Janet Bernardo, Chair, Conservation Commission, and Lisa Standley for their work.

Discussion ensued on various sections of the By-Law including definitions, applicability regarding permits for new construction and/or additions, illicit discharge, detection, and elimination, stormwater management and erosion control, enforcement, and effective date.

Mr. Matthews commented impervious surfaces where water runoff becomes a pollutant must be reduced. He said the key tool of the regulation seeks to increase the availability of dry wells to absorb the runoff from buildings and pavement. He noted complications arise when dealing with property with a lot of ledge, saying homeowners could contribute to a fund to tie into the existing public storm sewer. Mr. Matthews said Town Meeting will be asked to vote on the By-Law; however members must be able to see draft regulations.

Janet Bernardo, Conservation Commission, Chair reviewed a draft of the Stormwater Regulations with the Board, suggesting additional changes be made.

Discussion ensued on changes in the regulations affecting commercial and residential properties.

Mr. Matthews said information reviewed tonight will appear in the October 2018 Special Town Meeting warrant, subject to technical corrections and the guidance of Town Counsel. He said amendments could also be brought to Town Meeting, if needed.

Lisa Standley, former Chair, Conservation Commission and member of the working group reiterated her strong support for a Stormwater By-Law both legally and for control of pollutants/runoff throughout the Town. She noted the purpose of the By-Law is to ban/control sewer connections with the stormwater system, require new development and redevelopment to control infiltration and ground water recharge, and that development have an erosion control plan in place during construction. She said she submitted two written letters electronically with comments suggesting revisions, many which are being addressed. She commented a clause for commercial development needs to be addressed regarding control of runoff on a property. At the request of Mr. Matthews, Ms. Standley said she would provide text for the commercial development clause which could be given to Town Meeting members.

Mr. Matthews invited public comment.

Jeanne McKnight, 100 Rosemary Way said it is time Needham had a Stormwater Control By-Law. She said the Building Inspector has done his best to have developers realize it is in their interest to install an infiltration and stormwater

control system. She said now is the time for Needham to have a By-Law and Regulations.

Mr. Matthews said the current iteration of the By-Law will be posted to the Town website, with updates on a daily basis if needed.

Mr. Matthews asked for Board comment.

Mr. Borrelli said the working group spent a lot of time on the residential aspect of the By-Law. He said common sense measures have been brought up relating to commercial development, but have yet to be incorporated into the regulations.

Ms. Cooley said the By-Law has come a long way and is glad to see regulations in draft form. She thanked everyone for their work.

Mr. Matthews clarified his understanding of the discussion, saying Ms. Bernardo's comments are straight forward and asked Ms. Fitzpatrick to make sure information submitted by Ms. Standley fits within the By-Law and is worded correctly. He said information must be given to Town Meeting members in advance.

Motion by Mr. Handel that the Board vote to include the draft version of the Stormwater By-Law 9.07.2018 AD_jcb in the October 2018 Special Town Meeting warrant, subject to further adjustment of language, technical correction and editing by the Town Manager and Town Counsel prior to publication of the warrant.

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

8:00 p.m.

Public Safety Project Budget Update:

George Kent, Chair, PPBC and Steve Popper, Director of Design and Construction appeared before the Board with an update on the public safety project budget.

Mr. Kent reviewed "Needham Combined Public Safety Projects - CD Level Opinion of Probable Costs" saying costs have increased since meeting in March 2018. He said market conditions and design contributed to the increased estimate, as more details are known. He commented construction costs including steel, a changing labor market, and tariffs are significant drivers of the increase. He also said it is becoming more difficult to hire the quality and quantity of people to do large construction projects. Mr. Kent said the incremental cost since the last estimate in March 2018 is approximately a \$5,000,000 change, half construction related and half other things not included in the previous estimate in March. He noted the cost for a new communication system and equipment purchases are now in the estimate and will not be cheaper in the future.

Mr. Bulian commented the increase is big, taking into account the multi year staging of the project.

Ms. Fitzpatrick said of the \$73,000,000 total cost, some design money has already been appropriated; therefore the remaining amount of \$69,995,000 is the amount that will appear in the warrant.

Mr. Borrelli said the project is massive, with many moving parts. He asked the timeline for a firm number?

Mr. Kent said the number is "pretty firm," but more will be known in the fall.

Discussion ensued on the timeline, bidding, and the estimated 8% project contingency.

Mr. Handel said everyone is mindful of the magnitude of the cost, and that it is important to remind the public that the facilities being replaced were built at a time when Needham and demand on services was much smaller. He said the new facilities are an investment for the next 50 years or more, but costs must be managed.

Mr. Matthews noted the communication design was changed based on public opinion, asking what is the associated increase from the previous estimated communication system cost?

Mr. Popper said the differential is slightly over \$1,000,000.

Mr. Matthews said being candid with the public regarding the increased cost is important.

Mr. Matthews spoke about development of the project and the goal of keeping the cost under \$70,000,000. He said uncertainties in the market regarding tariffs, may prompt some people to ask "Why not wait?"

Mr. Kent said costs would be higher if the Hillside School were not available as a temporary facility. He commented the schedule would be affected for future projects that may require Hillside School as "swing space," and the cost of everything is rapidly increasing. He noted if the project is delayed, the cost would be substantially higher.

Mr. Matthews asked members of the Finance Committee in attendance for comment.

Joshua Levy, Finance Committee and Town Meeting member said the Finance Committee must review the information just received.

John Connolly, Finance Committee and Town Meeting member said it is important the Finance Committee have a "before" and "after" breakdown of estimated costs, as listed in the Capital Improvement Plan.

Mr. Kent and Mr. Popper said the information can be provided.

Mr. Matthews thanked everyone for their input. He said voters need to be satisfied, as the consequences of not moving forward would be a setback for the Town.

Mr. Matthews stated the Board of Selectmen will make a presentation to the Needham Heights neighborhood about the project on September 27, 2018 at the Center at the Heights and on October 1, 2018 the League of Women Voters will have a warrant meeting due to the complexity and seriousness of the matters to be discussed at Town Meeting.

8:31 p.m. Town Manager: (continued from 6:56 p.m.)

2. Close Special Town Meeting Warrant

Ms. Fitzpatrick reminded the Board that at its last meeting they reviewed the draft warrant, asking that the Board vote to close the warrant for the October 10, 2018 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.

Motion by Mr. Handel that the Board of Selectmen vote to close the warrant for the October 10, 2018 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.

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

Mr. Matthews commented “subject to minor technical corrections” will be broadly interpreted to incorporate changes discussed regarding the Stormwater By-Law.

3. Pedestrian Safety Project Update

Ms. Fitzpatrick provided the Board with an update on pedestrian safety initiatives, reiterating Town Meeting approved funding for a pedestrian safety audit and to engage a consultant to review sensitive areas in the downtown and around schools. She said Needham was the recipient of \$200,000 state funding through the work of State Representative Denise Garlick. She said the funds will allow the Town to take immediate action of installing rapid flashing beacons and clear signage for pedestrians. She commented a design team created the logo “”Heads Up At Crosswalks,” and “Heads Up Phones Down,” which have been reproduced on bags for distribution at various fairs and Town events. She said this is the first step in reminding folks to be mindful and aware when in crosswalks or while driving.

Mr. Bulian said as a community people can be encouraged to drive better, safer, smarter, and to put phones away while driving. He said many people are concerned with the continued problems occurring on the roads, not just in Needham, but nationwide. Mr. Bulian said he was disappointed to find proposed legislation at the state level requiring “hands free” cell phone use has not been successful. He said

Needham should take a leadership role, as well as asking State Representative Garlick what the chances are of legislation passing in the next legislative session.

Mr. Matthews said he believes enforcement is good in Needham with many warnings, even if tickets are not being issued. He concurred that the use of cell phones by pedestrians and drivers needs to be addressed.

8:41 p.m. Board Discussion:

1. Town Manager Performance Evaluation

Ms. Cooley explained the Selectmen completed individual evaluations, and it is well known the Town of Needham has a wonderful Town Manager who meets or exceeds expectations on a regular basis on a variety of dimensions. Ms. Cooley said the Board considered items including personal characteristics, professionalism, public relations and communications, Board support and relations, organizational leadership, financial management, planning and organization, and achievement of goals. Ms. Cooley commented it appears the workload has also increased, and the pace and volume of activity, as well as a more demanding public are a challenge. Ms. Cooley said everyone is working as quickly as possible to make reasonable decisions on projects for the Town. She acknowledged the desire for increased communication, primarily through social media, but it is a skill which is increasingly more complex. Ms. Cooley commented on annual Board Goals, suggesting the Board may need to consider adding a communication staff member, fluent in all aspects of social media including viral video. She thanked Ms. Fitzpatrick for her work.

Mr. Borrelli said the evaluation provides an in depth look at accomplishments. He concurred the Board should consider delegating and streamlining some work to facilitate communications with the community. He thanked Ms. Fitzpatrick for being part of the team.

Mr. Matthews said the pace of business is very fast, noting it is more important to be right, rather than fast. He concurred a staffing change allowing for better communication with the public would make a difference.

Mr. Handel agreed, however suggested the public must be educated enough to become more engaged in their own interests.

Mr. Bulian said Needham continues to grow and people are paying premium dollars for their property, expecting a certain level of service and performance. He said more pressure is put on the Board of Selectmen and the Town Manager, hence the expansion of Board goals. He wondered what surrounding communities are doing to meet the same challenge.

Mr. Matthews commented information must be accessible, and hopefully people will step up.

Mr. Borrelli said people become engaged when an issue affects them. He suggested the Board have one voice in getting messages out to the community.

Ms. Fitzpatrick thanked all the staff members for their good work. She commented 99.8% of the time people are happy and moving in the same direction.

Mr. Matthews concluded the team effort is very good, acknowledging Ms. Fitzpatrick is one of the best Town Managers, and thanked her for her work.

Motion by Mr. Handel that the Board vote to approve the Town Manager Consensus Evaluation Overview Document dated September 11, 2018.

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

2. Committee Reports (continued from 6:57 p.m.)

No additional Committee Reports were made.

9:02 p.m.

Adjourn:

Motion by Mr. Handel that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of September 11, 2018.

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

A list of all documents used at this Board of Selectmen meeting are available at:
<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>

**Minutes
Board of Selectmen Meeting
Public Services Administration Building
September 17, 2018**

7:00 p.m. A special neighborhood meeting of the Board of Selectmen was convened by Daniel Matthews. Also present were John Bulian, Matthew Borrelli, Marianne Cooley, and Town Manager Kate Fitzpatrick.

Public Safety Communications System

Ms. Fitzpatrick updated the Board on the current proposal to install a closed loop microwave system on four structures including a monopole at the Public Safety Building, a structure at the RTS, leased space on a tower in Needham Crossing, and a structure on land owned by the Commonwealth near the Norfolk County House of Correction. She noted that a zoning amendment would be required to implement the plan and that an article for that purpose has been included in the October 10, 2018 Special Town Meeting Warrant.

DPW Central Avenue Storage Building

Jeff Alberti, Weston & Sampson presented a PowerPoint presentation outlining the history of the project and the proposed design. Board members asked Mr. Alberti about screening and tree removal. Mike Richard, also of Weston & Sampson, said that a survey was conducted and the project will replant trees on a two for one basis. The trees will be replanted on the side and behind the building. He said there will be very little cleared area, and that a buffer will remain. He said that the facility will be very difficult to see from abutting property. He noted that the project team had been to the Design Review Board, and that comments and suggestions are being incorporated into the plan.

Chris Heep, Special Counsel for the project, said that the application for a special permit has been filed and a hearing will be held by the Planning Board on October 16th.

A resident from the Birds Hill neighborhood thanked the Board for seeking alternatives to placing structures in that neighborhood.

7:50 p.m. **Motion: Mr. Bulian moved that the meeting be adjourned. The motion was seconded by Mr. Borrelli. Unanimous: 4-0.**

Documents shown at this Board of Selectmen meeting are available at:
<http://needhamma.gov/DocumentCenter/View/17036>

**Town of Needham
Board of Selectmen
Minutes for September 25, 2018
Needham Town Hall
Selectmen's Chamber**

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

7:08 p.m. Call to Order:

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

7:08 p.m. Recognize Jeff Friedman & The Needham Farmers Market:
Mr. Bulian read a Certificate of Appreciation awarded to Jeff Friedman.

Motion by Mr. Bulian that the Board of Selectmen award and sign a Certificate of Appreciation from the Board to Jeff Friedman recognizing ten years of tireless pursuit and dedication in creating the Needham Farmers Market. From its first market day held on the First Parish Church Common to its present locale in front of Town Hall, the NFM has become a vibrant gathering place for the community while offering fresh and local products, live music and artists each week. Congratulations!

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

Mr. Friedman introduced the Needham Farmers Market Board of Directors, saying their teamwork and tireless effort have made the farmers market possible. He said the NFM appreciates the support of the Board of Selectmen.

7:12 p.m. Appointments and Consent Agenda:

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

APPOINTMENTS: No Appointments were made at this meeting.

CONSENT AGENDA

- 1. Approve the Notice of Experimental Traffic Regulation in accordance with the Needham Traffic Rules and Regulations Section 3-6 for A Street, Food Vendor Parking Only, East sideline of A Street 80 foot section across from 40 A Street- Tuesday – Friday from 9:00 a.m. to 3:00 p.m.; and for 4th Avenue Food Vendor Parking Only, West sideline of 4th Avenue 50 foot section in front of 115-117 4th Avenue- Tuesday – Friday from 9:00 a.m. to 3:00 p.m. for the period September 25, 2018 to October 24, 2018.**

2. Approve a temporary use of the Kimball Lot by Beth Israel Deaconess Hospital for valet parking for hospital patients on a non-exclusive basis through October 17, 2018.
3. Water and Sewer Abatement Order #1261
4. Approve and sign updated Selectmen Policy BOS-PRO-004 Procedure for Designer Selection by Town Agencies. Policy has been updated to reflect the changes which raise the threshold amounts in the designer selection law, which were part of Chapter 113 of the Acts of 2018, An Act Providing for Capital Facility Repairs and Improvements for the Commonwealth that was signed by Governor Baker on June 15 2018.
5. In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, adopt a classification and compensation plan for fiscal year 2019 (corrected K Schedule).
6. Approve and sign an updated 2018 Common Victualler license for The Rice Barn, who has started serving lunch on Saturdays and Sundays.
7. Approve a Special One Day Wines and Malt Beverages License for Susan Shaver, of the Needham Community Farm to host its Needham Community Farm Annual Harvest Celebration & Auction event on Sunday, October 14, 2018 from 6:00 p.m. to 9:00 p.m. The event will be held in Powers Hall, 1471 Highland Avenue, Needham.
8. Sign the Warrant for the State Election to be held on Tuesday, November 6, 2018.
9. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Kim Stone (Ratify)	45 Greendale Avenue	Park Ave & Greendale Ave.	9/22/18	9/23/18	3pm-6pm
Alyssa Kence (Ratify)	59 Coolidge Avenue	Coolidge Ave.	9/22/18	9/23/18	4pm-9pm
Amy Hurley (Ratify)	154 South St.	Needhamdale	9/23/18	9/30/18	3:30pm- 8pm
Richard Myers	78 Warren St.	Warren St. between May St. & Great Plain	9/29/18	9/30/18	3:30pm-8:30pm
Sharon Ellis	192 Maple St.	Maple St. Cul-de-sac	10/6/18	N/A	3pm-9pm
Elizabeth Berkman	113 Melrose Ave.	Hatfield Park Melrose Ave/ Ellicott St.	10/13/18	10/14/18	3pm-6pm
Kevin Keane	88 Lexington Ave.	Burnside Rd. btwn Lexington & Concord	10/20/18	N/A	6pm-9pm

Nicole Maffeo 111 Hawthorn Hawthorn Ave. 10/20/18N/A 4pm-8pm
Avenue

Kelly Allen 103 Sylvan Rd. Sylvan/Harding 10/28/18N/A 2pm-6pm

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

7:15 p.m. Needham 2025 Project Update:
Ms. Cooley updated the Board on the progress of the Needham 2025 Working Group and proposed warrant article for the October 10, 2018 Special Town Meeting.

She said over the summer she and Mr. Bulian met with members of the Planning Board, Finance Committee, and School Committee, explaining the goal of the project is to gain a better understanding of commercial and residential growth on the Town's infrastructure, including but not limited to traffic, transportation, water, sewer, drains, roads and bridges, and school facilities; and to identify options for managing that impact. She commented the main question is "what will the population of Needham be in 5 years?" Ms. Cooley referenced questions contained in 'Needham 2025, Proposed Scope of Work' noting a request for \$75,000 will help a consultant fill in gaps of various smaller studies already completed. Ms. Cooley noted questions regarding the school population, saying the schools have set aside money for a demographer to complete an enrollment study. She said information will be brought to Town Meeting.

Mr. Handel said Needham population is now over 32,000 people, noting the growth is real.

Mr. Matthews said many questions remain, and planning ahead will make a big difference. He said he is hopeful a request can be made to Town Meeting for the appropriation.

7:20 p.m. Stormwater By-Law Update:
Mr. Borrelli updated the Board on proposed revisions to the Stormwater By-Law since the Board's public hearing on September 11, 2018.

He said the purpose of the By-law is state and federal compliance, as well as controlling stormwater runoff to prevent pollution of Needham's wetlands. He gave a brief background of the By-Law and the draft Regulations that will go to Town Meeting, noting a public hearing on the associated Stormwater Regulations will be held after Special Town Meeting. Discussion ensued on standard systems, additions to residential properties, poor soil conditions leading to connection to the Towns' drain system, illicit connections of water into the sewer system, and the effective date.

Ms. Cooley clarified the By-law is what will be presented at the Special Town Meeting. She said the Regulations detail the cost involved, with some work is still needed which can be handled going forward.

Mr. Matthews thanked Mr. Borrelli for his work.

7:28 p.m.

Assistant Town Manager:

Dave Davison, Assistant Town Manager appeared before the Board with three items to discuss:

1. Sewer Rate Relief

Mr. Davison reminded the Board that at the January 23, 2018 meeting, the Board approved the application to apply for sewer rate relief from the Commonwealth of Massachusetts. The rate relief is offered to communities that have made sewer infrastructure improvements financed by debt. He explained the State has distributed \$1,342 to the Town of Needham for this purpose, and recommends a flat per account credit. The credit would be applied on the first bill that each account receives during the second quarter FY2019.

Mr. Davison said the Commonwealth has also opened the application period for FY2019 sewer rate relief requests. Every year that the program has been offered, the Town has filed an application. The application requires the Town Manager and Board of Selectmen signatures in order to submit.

Motion by Mr. Handel that the Board of Selectmen vote to (1) approve a one-time flat sewer rate credit of \$0.10 per account billed during the second quarter of FY2019 to reflect the State sewer rate relief money received from the Commonwealth and (2) that the Board support and sign the sewer rate relief application to be filed with the Commonwealth and that the Board approves applying the proceeds of the grant, if any, as a credit against the sewer bill.

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

Mr. Matthews recognized students from Catholic Memorial High School attending the Board's meeting as required for their AP Government class. Discussion continued on the role of the Board of Selectmen, construction projects, and current issues in the Needham. Photographs were taken earlier in the meeting.

2. Public Safety Project Financing Update

Mr. Davison updated the Board on the current estimate of probable cost for the Public Safety Project. It was noted the project consists of the reconstruction of the Police Station, Fire Station #1, and Fire Station #2, as well as temporary quarters for both Police and Fire and replacement of the Town's public safety communications network.

Mr. Davison reviewed a draft of "Needham Combined Public Safety Projects" dated September 18, 2018, which he said is on the Town's website. He stated the

most recent cost estimate of the project is \$69,995,000. He commented the figure is the lowest number the PPBC could reasonably go forward with to Town Meeting, Board of Selectmen, Finance Committee, and citizens to deliver the project on time and without having to return seeking additional funds.

Discussion ensued on tax implications to both residential and commercial properties and the cost of servicing the debt. Mr. Davison stated the average cost for the taxpayer is \$436/year. However, Mr. Davison noted the shift to the commercial sector, as has occurred over the last 5 years, means the bill to the taxpayer is 11% less than if there were no shift or \$388/year.

Discussion ensued on interest rates and cost of the project.

3. Positions on Warrant Articles

Mr. Davison reiterated Special Town Meeting will take place on Wednesday, October 10, 2018. He stated the Board is unable to take positions tonight on Article 1, Article 2, Article 3, Article 5, Article 6, and Article 7 as the Town is waiting for a decision from the Unions on whether to accept the Town's offer on Collective Bargaining Agreements.

The Board reviewed and took positions on articles contained in the Special Town Meeting Warrant.

Motion by Mr. Bulian that the Board vote to support Article 4 - Amend Operating Budget in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 8 - Appropriate for Consulting Assistance N2025 in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 9 - Amend Zoning By-Law - Wireless Communications Facilities in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 10 - Appropriate for Public Safety Buildings Construction in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 11 - Appropriate for Emery Grover Feasibility Study in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 12 - Appropriate for Mitchell School Modular Classrooms in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 13 - Rescind Debt Authorization in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 14 - Accept Grant of Access Easement/700 Greendale Avenue in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 15 - Amend General By-Law - Stormwater By-Law in the Special Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 16 - Amend General By-Law/Non-Criminal Disposition in the Special Town Meeting Warrant.

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

8:02 p.m. Board Discussion:

1. Committee Reports

No Committee Reports were made at this meeting.

Mr. Matthews announced the Farmers Market and Harvest Fair will be held Sunday, September 30, 2018 from 12 noon to 4 p.m. He commented tours of the Police Department and Station #1 at Chestnut and School Streets will be given from 11 a.m. to 1 p.m. He encouraged Town Meeting Members and voters to look at the facilities and see why the Town is making the recommendation for the capital project. He said additional tours will be given on Thursday, October 4, 2018 and Saturday, October 27, 2018. Mr. Matthews said tours of Fire Station #2 in Needham Heights will take place on Saturday, October 13, 2018 from 10 a.m. - 11 a.m. and Thursday, October 18, 2018 in the evening. He noted all tour hours will be posted to the Town's website.

8:03 p.m. Executive Session: Exception 3 - Potential Litigation

Mr. Matthews stated Town Counsel advised the matter for consideration under Executive Session 3 is not ready for discussion. He announced Executive Session will not be held.

8:04 p.m. Adjourn:

Motion by Mr. Borrelli that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of Tuesday, September 25, 2018.

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

**Minutes
Board of Selectmen Meeting
Center at the Heights
October 1, 2018**

7:15 p.m. A special meeting of the Board of Selectmen was convened by Daniel Matthews. Also present were John Bulian, Moe Handel, Matthew Borrelli, Marianne Cooley, Assistant Town Manager David Davison, and Town Manager Kate Fitzpatrick.

Stormwater By-Law

The Board discussed the Stormwater By-Law contained in the October 10, 2018 Special Town Meeting Warrant. Ms. Fitzpatrick recommended that the Board vote to recommend a motion to amend deleting the text of sections 7.4 and 7.7 and inserting a placeholder for an effective date.

Motion: Mr. Borrelli moved that the Board vote to recommend the motion to amend Article 15. The motion was seconded by Mr. Handel. Unanimous: 5-0.

ITWA Agreement

Ms. Fitzpatrick informed the Board that the ITWA had ratified the Memorandum of Agreement consistent with the Board's prior authorization.

Motion: Mr. Handel moved that the Board vote to approve and sign the Memorandum of Agreement between the Town and the ITWA for the period FY2019 through FY2021. The motion was seconded by Mr. Borrelli. Unanimous: 5-0.

Motion: Mr. Handel moved that the Board vote to recommend adoption of Article 3 – Fund Collective Bargaining Agreement for ITWA. The motion was seconded by Mr. Borrelli. Unanimous: 5-0.

7:25 p.m. **Motion: Mr. Handel moved that the meeting be adjourned. The motion was seconded by Mr. Borrelli. Unanimous: 5-0.**