

SELECT BOARD Meeting Agenda

6:00 p.m. September 14, 2021

In Person and Via Zoom

Powers Hall

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

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84366515233?pwd=bEVkL1JyRohoNopWd2oocDRlQnR5Zz09> Passcode: 346365

Or One tap mobile:

US: +16465588656,,84366515233#

Or Telephone: Dial:

US: +1 646 558 8656

1.	6:00	Public Hearing: Aboveground Fuel Storage - Dennis Condon, Fire Chief (Via Zoom) - Barry Nectow, Eastern Propane & Oil (Via Zoom)
2.	6:05	Public Hearing: Application for a Transfer of n All Alcoholic License - Corey Wilk, Attorney - Shawn Rodriquez, Proposed Manager
3.	6:20	Public Hearing: Dangerous Dog Hearing - John Schlittler, Police Chief - Christina Santamaria, Dog Owner
4.	6:50	Emery Grover Project - Dan Gutekanst, Superintendent of Schools - Connie Barr, Chair, School Committee - Members of the School Committee
5.	7:10	Jack Cogswell Building Solar Project - Stuart Chandler, Chair, PPBC - Hank Haff, Senior Project Manager - Beth Greenblatt, Beacon Integrated Solutions
6.	7:30	Director of Public Works Sign Notice of Traffic Regulation – Oakland Avenue
7.	7:35	Outdoor Dining Policy Katie King, Assistant Town Manager
8.	7:45	Town Manager - Accept & Refer Zoning - Public Participation in Meetings Policy - Committee Charge & Composition – Climate Action Plan Committee

		• Close Special Town Meeting Warrant • Town Manager Report
9.	8:05	Board Discussion • Town Manager Evaluation • Committee Reports

APPOINTMENTS

1.	No Appointments	
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CONSENT AGENDA *=Backup attached

1.*	Approve minutes of August 17,2021 (Open Session)																														
2.*	Approve a request from Christopher George Race Coordinator for The BIGGSteps Toward Cancer Prevention 5K to hold the road race in Needham. The event is scheduled for November 14, 2021 with a rain date of November 21, 2021. The route of the race has been approved by the following departments: DPW, Police, Fire and Park and Recreation.																														
3.*	RATIFY a request from Angela Phinney Race Coordinator for the 34 th Annual Bike-A-Thon, Bikes Not Bombs to hold a Needham. The event passed through Needham on Saturday, September 12. The route of the race was approved by the following departments: DPW, Police, Fire and Park and Recreation.																														
4.*	Approve a request from Needham Open Studios to hold an Art exhibit on Saturday, September 18, 2021 (Rain date September 25), located on Chapel Street.																														
5.*	Approve a One Day Special License for William Christophe Kent of Needham Knights of Columbus who is hosting a Music Bingo event on Friday, September 24, 2021, 6:45-11:00PM. The event will be held at the Needham Knights of Columbus. Police Department approved this event.																														
6.*	Approve a One Day Special License for Anne -Marie Bajwa of Charles River Center 5K Run/ 1Mile who is hosting the 5K Run/ 1 mile walk and after-party on Sunday, September 26, 2021, 11:00am. The event will be held at the Charles River Center. Police Department approved this event.																														
7.*	Approve and sign Water & Sewer Abatement #1309																														
8.*	Approve request from The Revitalization Trust Fund for permission to display new Dine/Shop banners in the downtown area.																														
9.	Accept the following donation made to Needham Park & Recreation of four picnic tables from the James Pub & Provisions. Total value of the four tables \$1,200																														
10.	Grant permission for the following residents to hold block parties:																														
	<table><tr><th>Name</th><th>Address</th><th>Party Location</th><th>Party Date</th><th>Party Rain Date</th><th>Party Time</th></tr><tr><td>Ratify – Kristen Morrill</td><td>22 Glen Terrace</td><td>Glenwood Road</td><td>9/11</td><td>9/12</td><td>3:30pm - 8:30pm</td></tr><tr><td>Ratify – Liz Lawlor</td><td>76 Howland St.</td><td>Pleasant Street / Howland Street</td><td>9/11</td><td>9/12</td><td>4pm-7pm</td></tr><tr><td>Ratify – Dale McCarthy</td><td>72 Steven’s Rd</td><td>Steven’s Road</td><td>9/12</td><td>9/19</td><td>4pm-8pm</td></tr><tr><td>Ratify – Aly Donohue</td><td>58 Mayo Ave.</td><td>Mayo Avenue</td><td>9/12</td><td>9/19</td><td>2:30pm-5:00pm</td></tr></table>	Name	Address	Party Location	Party Date	Party Rain Date	Party Time	Ratify – Kristen Morrill	22 Glen Terrace	Glenwood Road	9/11	9/12	3:30pm - 8:30pm	Ratify – Liz Lawlor	76 Howland St.	Pleasant Street / Howland Street	9/11	9/12	4pm-7pm	Ratify – Dale McCarthy	72 Steven’s Rd	Steven’s Road	9/12	9/19	4pm-8pm	Ratify – Aly Donohue	58 Mayo Ave.	Mayo Avenue	9/12	9/19	2:30pm-5:00pm
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Thomas Epolito	32 Bennington St	Bennington Street	9/18	NA	12pm-11:59pm
Mary Sprogell	76 Wilshire Park	Wilshire Park	9/25	9/26	10am-6pm
Megan Dwyer & Cathy Quinlin	31/9 Hazelton Avenue	Hazelton Avenue	9/25	9/26	3pm-6pm
Amy Hurley	154 South St.	Needhamdale St.	9/19	N/A	4pm-8pm



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

MEETING DATE: 9/14/2021

Agenda Item	Public Hearing: Application for a License to Store Fuel Aboveground at 1545 Central Ave.
Presenter(s)	Barry Nectow, Eastern Propane & Oil Denise Condon, Fire Chief

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eastern Propane & Oil has made an application in accordance with the provisions of Chapter 148 of the Massachusetts General Laws for a license to install (2) 1,600-gallon aboveground propane fuel tanks on the property located at 1545 Central Ave, Needham. Section 4.3 of the Town of Needham General By-laws states that any amount of liquid petroleum gas in excess of 500 gallons on a property requires a license issued by the Select Board.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board vote to approve and authorize the Chair to sign a license for Eastern Propane & Oil to install (2) 1,600-gallon aboveground fuel tanks on the property located at 1545 Central Ave. Needham	
3.	BACK UP INFORMATION ATTACHED
1. Application / License Form / Map 2. Legal Notice 3. Certified Abutters List 4. General By-Law 4.3 5. Procedures for Filing Applications for Storage of Flammable and Combustible Fluids	



FP-002A
(Rev. 1.1.2015)

The Commonwealth of Massachusetts

City/Town of Needham

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 1545 Central Ave

Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Needham Platform Tennis Club, Inc.

Address of Land Owner: 1545 Central Ave

Use and Occupancy of Buildings and Structures: Paddle/Platform Courts

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, Cubic feet	CONTAINER UST, AST, IBC, drums
Propane	2.1	1600 Gallons	2000 US Gal WC	(2) 1000 Gal AST

Total quantity of all flammable liquids to be stored: 1600 Gallons

Total quantity of all combustible liquids to be stored: 1600 Gallons

Total quantity of all flammable gases to be stored: 1600 Gallons

Total quantity of all flammable solids to be stored: 1600 Gallons

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers.
(See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 1600 Gallons

List sizes and capacities of all aboveground containers used for storage: (2) 1000 Gallon tanks each tank can only be filled to 80% or 800 Gallons per tank (1600 gallon total capacity)

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 0

List sizes and capacities of all underground containers used for storage: 0

Total aggregate quantity of all LP-gas to be stored: 1600 Gallons

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Darren Germain, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature [Signature] Date 8/10/2021 Name Darren Germain

Fire Department Use Only

I, Dennis Capron, Head of the Needham Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department

8-12-21
Date

Recommendations: Tanks to be separated by 3'



FP-002A
(Rev. 1.1.2015)

The Commonwealth of Massachusetts

City/Town of Needham

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

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Total quantity of all flammable gases to be stored: 1600 Gallons

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List sizes and capacities of all underground containers used for storage: 0

Total aggregate quantity of all LP-gas to be stored: 1600 Gallons

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❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

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Signature [Signature] Date 8/10/2021 Name Darren Germain

Fire Department Use Only

I, Dennis Conda, Head of the Needham Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department

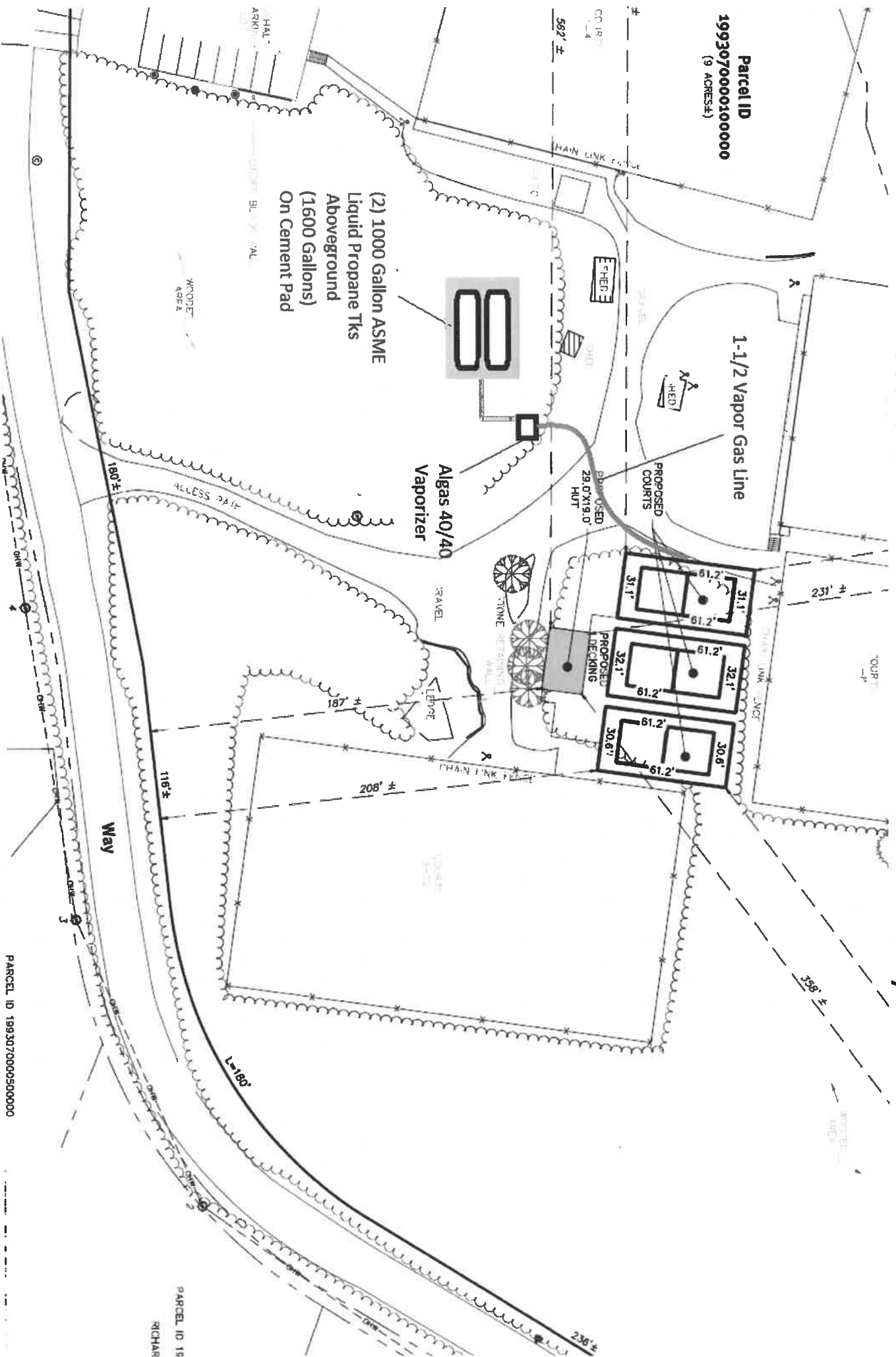
Date

8-12-21

Recommendations: Tanks to be seperated by 3'.

Needham Platform Tennis Club Plot Plan & Layout

Parcel ID
19930700001000000
(9 ACRES±)



PARCEL ID 1993070000500000

PARCEL ID 15
RICHAR



**LEGAL NOTICE
Town of Needham
Select Board
Public Hearing**

**Select Board
Notice of Aboveground Fuel Tanks**

Public Notice is hereby given that Needham Platform Tennis Club, Inc., has made an application in accordance with the provisions of Chapter 148 of the Massachusetts General Laws, for a license to install (2) 1,600 gallon propane fuel tanks aboveground at 1545 Central Ave, Needham, MA 02492.

Upon said application it is hereby ORDERED: That a Public Hearing be held at the office of the Select Board, Town Hall, 1471 Highland Avenue, Needham, MA, Tuesday, September 14, 2021 at 6:00 pm, in person and via Zoom at which time all persons interested may appear and be heard.

Use this link below to join the webinar:

<https://us02web.zoom.us/j/84366515233?pwd=bEVkL1JyRohoNopWd200cDRlQnR5Zz09>

Or Telephone:

Dial US: +1 646 558 8656 or +1 301 715 8592 Webinar ID: 843 6651 5233

Matthew D. Borrelli
Marianne Cooley
Lakshmi Balachandra
Daniel P. Matthews
Marcus Nelson

Select Board

Dated: August 30, 2021

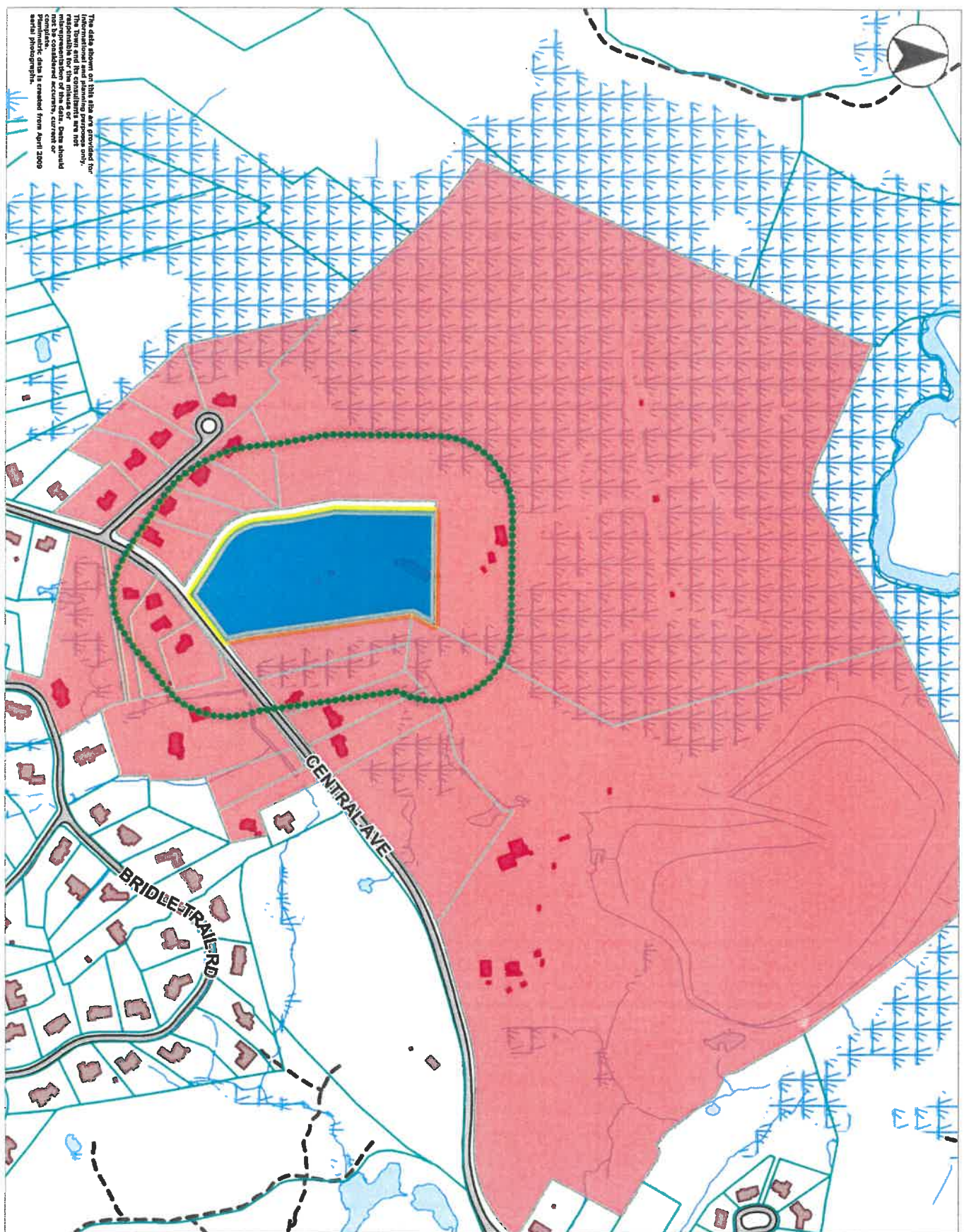
**1545 CENTRAL AVE
300 FEET**

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
HINDLAN, MATTHEW		1490 CENTRAL AVE	NEEDHAM	MA	02492	1992120000200000	1490 CENTRAL AVE
CORDERMAN, NANCY R.		1544 CENTRAL AVE	NEEDHAM	MA	02492	1992120000500000	1544 CENTRAL AVE
SEWALL, FREDERICK L.		1554 CENTRAL AVE	NEEDHAM	MA	02492	1992120000600000	1554 CENTRAL AVE
PENNINGTON, GEORGE F. &	PENNINGTON, NUALA	1574 CENTRAL AVE	NEEDHAM	MA	02492	1992120000700000	1574 CENTRAL AVE
FRASCOTTI, JOHN		77 BRIDLE TRAIL RD	NEEDHAM	MA	02492	1992120000800000	77 BRIDLE TRAIL RD
SUNNY HILL FARM, LLC		1516 CENTRAL AVE	NEEDHAM	MA	02492	1992120001300000	1516 CENTRAL AVE
SUNNY HILL FARM, LLC		1516 CENTRAL AVE	NEEDHAM	MA	02492	1992120006400000	0 CENTRAL AVE
O'CONNELL, ANDREW B. &	O'CONNELL, JULIE L.	7 STARR RIDGE	NEEDHAM	MA	02492	1992150000100000	7 STARR RIDGE
SULLIVAN, TIMOTHY W. &	SULLIVAN, KATHRYN E.	21 STARR RIDGE	NEEDHAM	MA	02492	1992150003900000	21 STARR RIDGE
KAUFMAN, JEFFREY A. &	KAUFMAN, VICKI L	35 STARR RIDGE	NEEDHAM	MA	02492	1992150004000000	35 STARR RIDGE
LONIGRO, DENNIS A. & POPPY ANNE TRS.	LONIGRO FAMILY REVOCABLE TRUST	PO BOX 920478	NEEDHAM	MA	02492	1992150004100000	43 STARR RIDGE
JIN, PENG &	LI, ZHONGLING	52 STARR RIDGE	NEEDHAM	MA	02492	1992150004200000	52 STARR RIDGE
NEEDHAM POOL & RACQUET CLUB I	C/O DAVID K STEVENSON TREAS	P O BOX 920163	NEEDHAM	MA	02492	1993070000100000	1545 CENTRAL AVE
ENTERCOM BOSTON, LLC	C/O ENTERCOM COMMUNICATIONS CORP	400 MARKET ST 4TH FL	PHILADELPHIA	PA	19103	1993070000200000	1555 CENTRAL AVE
RIZZO, ROBERT J &	RIZZO, LIVIA F	8 STARR RIDGE	NEEDHAM	MA	02492	1993070000300000	8 STARR RIDGE
SCHULMAN, AMY ELIZABETH & SETH	C/O SCHULMAN, SETH A. & AMY E. TRS.	18 STARR RIDGE RD	NEEDHAM	MA	02492	1993070000400000	18 STARR RIDGE
SAVENDOR, MARC		36 STARR RIDGE	NEEDHAM	MA	02492	1993070000500000	36 STARR RIDGE
QU, NAN &	ZHANG, QIAN	48 STARR RIDGE	NEEDHAM	MA	02492	1993070000600000	48 STARR RIDGE
NEEDHAM WOODS CORPORATION		852 MAIN ST	ACTION	MA	01720	1993070000700000	0 STARR RIDGE
TOWN OF NEEDHAM	DEPT OF PUBLIC WORKS--TRANSFER STA	1471 HIGHLAND AVE	NEEDHAM	MA	02492	1993080000200000	1407 CENTRAL AVE
TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492	1993080000300000	0 CENTRAL AVE
WASSERMAN, KENNETH B &	WASSERMAN, FEMI A	1489 CENTRAL AVE	NEEDHAM	MA	02492	1993080000700000	1489 CENTRAL AVE
WEINSTOCK, ERIC L. &	UNGER, TOBY R	1501 CENTRAL AVE	NEEDHAM	MA	02492	1993080000800000	1501 CENTRAL AVE
MCCARTHY, JOHN F. &	MCCARTHY, CATHERINE M.	1509 CENTRAL AVE	NEEDHAM	MA	02492	1993080000900000	1509 CENTRAL AVE
NEEDHAM POOL & RACQUET CLUB, INC		P. O. BOX 920163	NEEDHAM	MA	02492	1993080001000000	1535 CENTRAL AVE

Certified under Mass. General Laws and Needham Zoning By-Law, BE ADVISED due to circumstances beyond our control, the abutting zones are correct but owner information and addressee may not be. The Needham Board of Assessors...



- Parcels
- Painted Lines
- Crosswalk
- Parking Line
- Sports Lines
- Count Striping
- Field Striping
- Fences
- Fence
- Guardrail
- Bridge
- Relroad Track
- Trail
- Building
- Docks And Piers
- Swimming Pool
- Bridge
- Sidewalks
- Sidewalk
- Driveways
- Unpaved Driveway
- Roads
- Paved Road
- Unpaved Road
- Parking Lots
- Paved Parking Lot
- Electric Unpaved Parking Lot
- Electrical Box
- Electrical Substation
- Sports Areas
- Baseball
- Baseball Infield
- Baseball and Tennis
- Baseball
- Golf Bunker
- Golf Fairway, Green, Tee and Field
- Wetlands
- MA Highways
- Interstate
- US Highway
- Numbered Routes
- Town Boundary
- Abutting Towns
- Abutting Towns Mask
- Road Centerlines
- Waterbody
- Streams And Drainage Dik



The data shown on this map are provided for informational purposes only. The Town and its consultants are not responsible for the misuse or misinterpretation of this data. Data should not be considered accurate, current or complete. This map was created from April 2009 aerial photography.

0 700 1400 ft

Printed on 08/25/2021 at 04:53 PM

4.1.4 Failure to License. In addition to the requirement that a dog shall be duly licensed as required by law, the owner of a dog not licensed on or before April 30th in any year shall be subject to a fine of fifty dollars (\$50.00), in addition to the license fee, upon the complaint of the dog officer. The owner of any unspayed and unleashed female dog found by the dog officer roaming in season (heat) off the premises of the owner or keeper shall be subject to a fine of fifty dollars (\$50.00). Each such occasion shall constitute separate violations.

4.1.5 Fees. The fees for registering and licensing dogs of all types in the Town shall be established from time to time by vote of the Selectmen.

SECTION 4.2 PUBLIC CARRIAGES AND TAXIS

4.2.1 Licenses. The Board of Selectmen may license hackney carriages or motor vehicles for the conveyance of persons for hire from place to place within the Town and may revoke such licenses at their discretion. A record of all licenses so granted or revoked shall be kept by the Selectmen.

4.2.2 Penalties. No person shall set up, use or drive in the Town any unlicensed hackney carriage or motor vehicle for the conveyance of passengers for hire from place to place within the Town. Any person violating Section 4.2 shall be subject to a penalty not exceeding twenty dollars (\$20) for each offense.

4.2.3 Expiration and Fees. Licenses shall expire on the thirtieth day of April following the date of issuance, and shall not be transferred without the written consent of the Board of Selectmen. For each license the sum of ten dollars (\$10.00) shall be paid to the Town Treasurer for use by the Town. A license so granted shall become void if the applicant neglects or refuses to take out and pay for his license within ten days after notice that it has been granted.

4.2.4 Taxi Stands. The Selectmen may grant to the holder of a license under Section 4.2 a license to use a certain portion of a public way as a taxi stand for the solicitation of passengers for hire and no person shall use any portion of any public way for such purpose without such license. Any person who violates any of the provisions of Sub-section 4.2.4 shall be punished by a fine of not more than twenty dollars (\$20.00) for each offense.

SECTION 4.3 FEES, REGISTRATION APPLICABLE TO FLAMMABLES

4.3.1 Statutory Authority. Pursuant to the authority of M.G.L. Chapter 148, Sections 10A, 13, 38A and 39A, and the Needham Fire Code, there is hereby established a fee schedule for licenses granted by the Board of Selectmen, Annual Certificate of Registration filed with the Town Clerk and Permits granted by the Chief of the Fire Department as follows:

4.3.2 Licenses for the Storage of Flammables issued by the Board of Selectmen

Class A: (all types)

166	-	40,000 gallons .	.	.	\$50.00
40,001	-	80,000 gallons .	.	.	200.00
80,001	-	100,000 gallons .	.	.	300.00
100,001	-	500,000 gallons .	.	.	400.00
500,001	-	1,000,000 gallons.	.	.	500.00
over 1,000,000 gallons	.	.	.	.	800.00

Class B Fuel: (all types)

501	-	20,000 gallons .	.	.	50.00
20,001	-	40,000 gallons .	.	.	100.00
40,001	-	80,000 gallons .	.	.	200.00
80,001	-	100,000 gallons .	.	.	300.00
100,001	-	500,000 gallons .	.	.	400.00
500,001	-	1,000,000 gallons.	.	.	500.00
over 1,000,000 gallons	.	.	.	.	800.00

Class C Fluids (all types)

1,001	-	20,000 gallons	.	.	50.00
20,001	-	40,000 gallons	.	.	100.00
40,001	-	80,000 gallons	.	.	200.00
80,001	-	100,000 gallons	.	.	300.00
100,001	-	500,000 gallons	.	.	400.00
500,001	-	1,000,000 gallons	.	.	500.00
over 1,000,000 gallons	.	.	.	.	800.00
Flammable Solids 101 lbs and up	.	.	.	.	50.00
Flammable Gases (within a building)					
3,001 cubic ft. and up	.	.	.	.	50.00
Flammable Gases (outside a building)					
10,001 cubic ft. and up	.	.	.	.	50.00
Liquid Petroleum Gases					
500	-	1,000 gallons	.	.	50.00
over	-	1,001 gallons	.	.	100.00

Automobiles

The parking of four or more vehicles in a structure - two dollars (\$2.00) per vehicle, and not less than fifty dollars (\$50.00).

Advertising costs for a hearing by the Board of Selectmen for the issuance of a license for the storage of flammables shall be paid by the applicant.

The annual fees shall include the cost of the initial registration with the Town Clerk. The fee for each annual renewal registration with the Town Clerk shall be the amount herein specified for the original license as set forth above.

4.3.3 Permit Fees

Underground Storage Tank Removal	.	.	.	.	\$100.00
Underground Storage Tank Installation	.	.	.	.	100.00
Underground Gasoline Tank Removal	.	.	.	.	100.00
Underground Gasoline Tank Installation	.	.	.	.	100.00

SECTION 4.4 GENERAL

4.4.1 Denial, Revocation or Suspension for Failure to Pay Municipal Taxes.

4.4.1.1 The tax collector or other municipal official responsible for records of all municipal taxes, assessments, betterments and other municipal charges, hereinafter referred to as the tax collector, shall annually furnish to each department, board, commission or division, hereinafter referred to as the licensing authority, that issues licenses or permits including renewals and transfers, a list of any person, corporation, or business enterprise, hereinafter referred to as the party, that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges for not less than a twelve month period, and that such party has not filed in good faith a pending application for an abatement of such tax or a pending petition before the appellate tax board.

4.4.1.2 The licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers of any party whose name appears on said list furnished to the licensing authority from the tax collector or with respect to any activity, event or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate whose owner has neglected or refused to pay local taxes, fees, assessments, betterments or any other municipal charges provided, however, that written notice is given to the party and the tax collector, as required by applicable provisions of law, and the party is given a hearing, to be held not earlier than fourteen days after said notice. Said list shall be prima facie evidence for denial, revocation or suspension of said license or permit to any party. The tax collector shall have the right to intervene in any hearing conducted with respect to such license denial, revocation or suspension. Any findings made by the licensing authority with respect to such license

Town of Needham

Procedures for filing Applications for Storage of Flammable & Combustible Fluids

Licenses, registrations and permits for the storage of flammable or combustible fluids are granted in accordance with Massachusetts General Law, Chapter 148 and the Board of Fire Prevention Regulations. Local licensing boards have the authority to issue licenses for storage and sale of flammable products. Applications for the storage of flammable and combustible fluids are available from the Needham Fire Department.

I. Definition of *license, permit, registration*

1. ***License*** is the permission by competent authority to do an act, which, without such permission, would be unlawful, a trespass, or a tort. A flammable or combustible storage license is applied for and granted by the local licensing authority. The license is granted to the land and not to an individual. Only one license may be issued to a parcel of land. This license may be amended to reflect changes in quantity, conditions or restrictions. The license may be revoked or suspended by the issuing authority. Records of application and public hearing information are maintained by the Board of Selectmen.
2. ***Registration*** is the acknowledgment by competent authority of the act of recording a formal or official record. A flammable or combustible storage registration is applied for annually at the Needham Town Clerk's Office by the holder or occupant of licensed land to inform the town that the license is still active and being exercised. A registration may be granted to an applicant who is handling a license. The registration attests to continued use of the license. Only one registration may be granted for each license. Record of registrations is maintained by the Needham Town Clerk.
3. ***Permit*** is a written authority or warrant, issued by a person in authority, empowering the grantee to do some act not forbidden by law but not allowable without such grant of authority. The law allows certain small quantities of flammable and combustibles to be kept or stored on the land without a license, but with a permit granted by the Needham Fire Chief.

II. The Application Process for Storage of Flammable and Combustible Fluids

1. Applications for a license or a permit are available at the Fire Department.
2. The Applicant must return the application to the Fire Department with a Plot Plan of the site indicating the area where the fuel is to be stored.
3. The Fire Inspector reviews the application and plot plan to determine whether the applicant requires a license or a permit. The Inspector will also determine the

classification for the storage of the flammable product.

4. When the Fire Inspector specifies the application requires a license a public hearing process is required.
5. The Fire Chief reviews and signs/approves the application. The application is forwarded to the Board of Selectmen.

III. The Public Hearing Process for issuance of a License

1. When an application is received at the Board of Selectmen's Office, the following procedure is followed.
 - a. The Selectmen's Office forwards the application to the Engineering Division for review/approval with respect to the location of utilities on the property. The Engineering Division will also identify the abutters and forward to the Assessor's Office for certification.
 - b. The licensing authority requests a certified abutters list from the Assessor's Office.
 - c. Following the receipt of the abutters list, a date for the public hearing is established [to be held at a scheduled Board of Selectmen's meeting]. The hearing must be scheduled a minimum of seven days after the advertisement of the public hearing.
 - d. The legal notice of the hearing is sent to a local newspaper with an explanation when to advertise and who to bill. The ad must run at least seven days prior to the date of the public hearing.
 - e. The applicant is sent a letter with the following enclosures: the certified abutters list, the legal notice and a copy of the letter sent to the local newspaper.
 - f. The applicant is responsible for obtaining copies of the legal advertisement for each of the individuals on the abutters list.
 - g. The applicant mails each abutter, via certified mail /return receipt, a copy of the legal notice (newspaper ad) not less than seven days prior to the hearing date.
 - h. The applicant is responsible for providing proof of payment for the legal notice to the Selectmen's office prior to the public hearing.
 - i. The applicant returns the following to the Licensing Authority no later

than the Thursday before the scheduled Public Hearing:

- 1) Copies of all Certified Return Receipt Slips sent to abutters.
 - 2) A receipt of payment for the advertisement.
- j. The applicant or his representative must attend the public hearing.
- k. The Licensing Authority will deny/grant the license at the public hearing. There may be restrictions imposed by the Licensing Authority at the time of the hearing.
- l. Upon approval of a license, the licensing authority will forward the license to the office of the town clerk.
- m. The town clerk will record the license. The fee for the license is paid to the town clerk.

Propane fuel storage licenses are granted with the following restrictions: 1) The petitioner agrees to contract for an annual gas appliance system check making sure that the entire propane system is checked for leaks; and further making sure that every element satisfies local regulations and industry standards. Evidence of such a systems check must be sent annually to the Needham Fire Department; and 2) The tank, with all its piping and equipment, and the system, when installed, will meet U.S., State and local code regulations, specifications and directives.

A fuel storage license is deemed a grant attached to the land and a certificate of registration must be filed annually on or before April 30th by the owner/occupant of the land who holds the license.

Attachments: Application for a License to Store a Flammable Product (Needham)
Application for License (State Fire Marshal)

April 20, 2001/rev. 2/27/04



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

MEETING DATE: 9/14/2021

Agenda Item	Application for a Transfer of an All Alcoholic Liquor License – Needham Lending Company LLC
Presenter(s)	Corey Wilk, Attorney for application Shawn Rodriquenz, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Needham Lending Company LLC d/b/a Sheraton Needham Hotel has applied for the transfer of an Innholder (Hotel) All Alcoholic Beverages Liquor License, which license is to be operated at 100 Cabot Street, Needham, Ma. The Sheraton Needham Hotel is also requesting approval of a management agreement with SSH Needham LLC, the appointment of Shawn Rodriquenz as manager on record and the pledge of the license in favor of Customers Bank.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Suggested Motion: <i>Move to approve the section 12 all alcohol hotel liquor license transfer application submitted by Needham Lending Company LLC d/b/a Sheraton Needham Hotel including the approval of management agreement with SSH Needham LLC the appointment of Shawn Rod as manager of record and the pledge of license in favor of Customers Bank.</i>	
3.	BACK UP INFORMATION ATTACHED
1. Transfer Application Package All other documents related to these transactions are on file in the Town Manager's Office	



TOWN OF NEEDHAM

TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
TOWN MANAGER

TEL: (781) 455-7512
FAX: (781) 449-4569
TDD: (781) 455-7558

August 31, 2021

Shawn Rodriquenz
Sheraton Needham Hotel
100 Cabot Street
Needham, MA 02494

RE: Application for a Transfer of an All Alcoholic Liquor License

Dear Mr. Rodriquenz:

Enclosed is a copy of the legal notice which was sent to the Needham Home Town Weekly to be published in the Needham Times on Thursday, September 2, 2021 in accordance with the Application for a Transfer of an All Alcoholic Liquor License for Needham Lending Company LLC d/b/a Sheraton Needham Hotel.

As part of the license application process, you must notify abutters by certified mail as to the date and time of the public hearing held to review this application. The applicant is responsible for mailing each abutter via certified mail/return receipt, a copy of the legal notice. A list of abutting owners for this location is enclosed for this purpose along with mailing labels. Receipts from delivery of notice, must be returned to the Select Board's Office **by September 13, 2021**. The public hearing is scheduled for **Tuesday, September 14, 2021 at 6:00 p.m.** in Powers Hall at Needham Town Hall, 1471 Highland Avenue, Needham, MA as well as via Zoom. The applicant **must** attend the hearing.

Please contact me if you have any additional questions or need further information regarding this matter.

Very truly yours,


Kristin Scoble
Administrative Specialist

CC: Needham Lending Company LLC
3625 North Hall Street
Suite 900
Dallas, TX 75219

Enclosures: legal notice, abutter's list and labels



**LEGAL NOTICE
Town of Needham
Select Board
Public Hearing**

**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 Lending Company LLC d/b/a Sheraton Needham Hotel, with a business address of 3625 North Hall Street, Suite 900, Dallas, TX, has applied for the transfer of an Innholder (Hotel) All Alcoholic Beverages Liquor License, which license is to be operated at 100 Cabot Street, Needham, MA. The Sheraton Needham Hotel is also requesting approval of a management agreement with SSH Needham LLC, the appointment of Shawn Rodriquez as manager of record, and the pledge of the license in favor of Customers Bank. Generally, the premises consist of 5 floors and a basement, meeting and function rooms, 247 guest rooms, a dining areas, a bar, a health and fitness area, a patio, and a gift shop/business center.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 14th day of September 2021 at 6:00 o'clock p.m. in person at Powers Hall, Town Hall, Needham, Ma and via Zoom.

Use this link below to join the webinar:

<https://us02web.zoom.us/j/84366515233?pwd=bEVkL1JyRohoNopWd2oocDRlQnR5Zz09>

Or Telephone:

Dial US: +1 646 558 8656 or +1 301 715 8592 Webinar ID: 843 6651 5233

Matthew D. Borrelli
Marianne Cooley
Lakshmi Balachandra
Daniel P. Matthews
Marcus Nelson

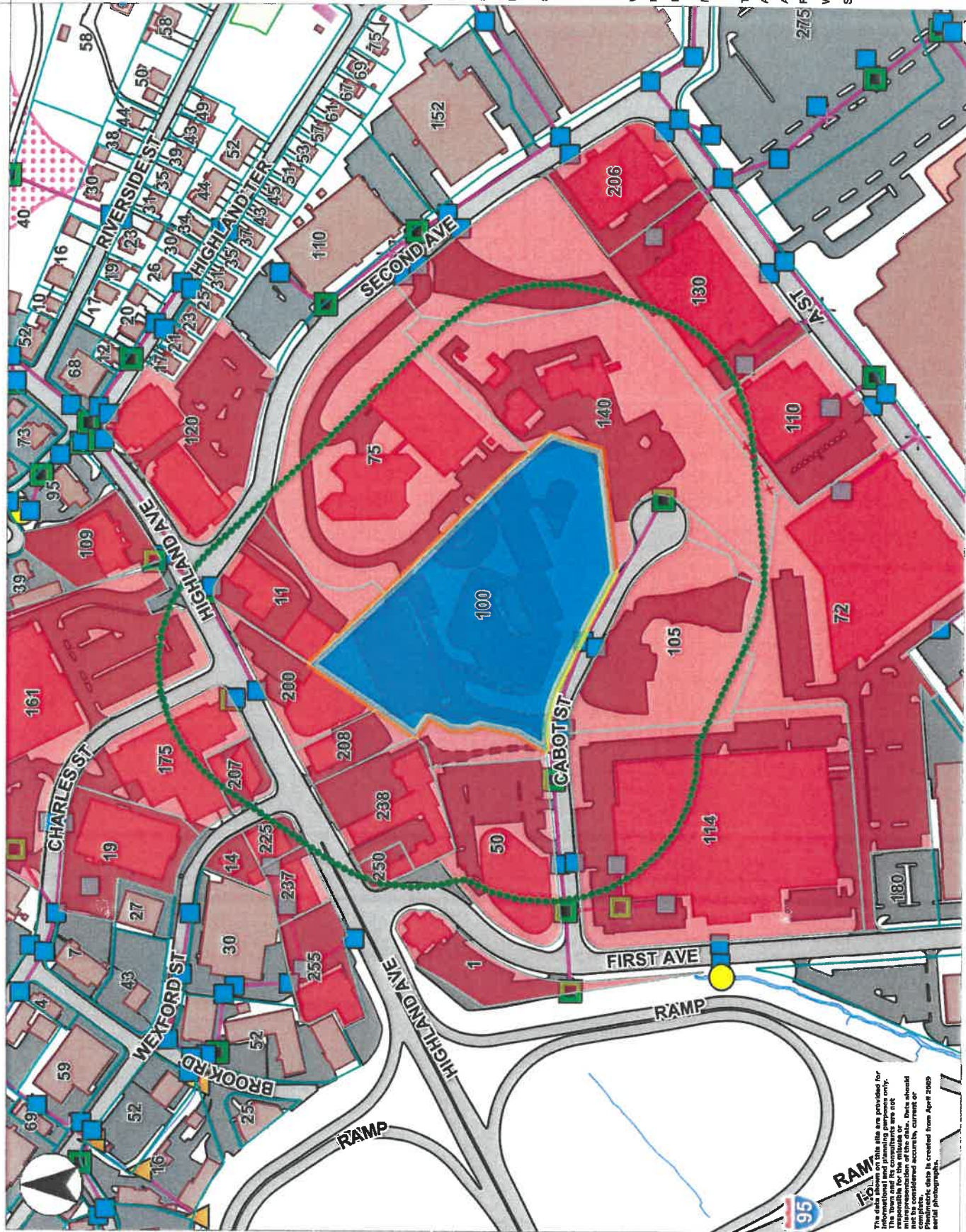
Needham Select Board

100 CABOT STREET 300 FEET

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
BEREIK, GEORGE, TRUSTEE	BMI REALTY TRUST	26 PINE TREE DR	BUZZARDS BAY	MA	02532	1990730001800000	100 HIGHLAND AVE
KENLEY REALTY COMPANY		557 CHESTNUT ST	NEWTON	MA	02468	1990740002200000	109 HIGHLAND AVE
163 HIGHLAND OWNER LLC	411 THEODORE FREMD AVE, STE 300	C/O ACADIA REALTY TRUST	RYE	NY	10580	1990740002300000	161 HIGHLAND AVE
77 CHARLES STREET OWNER LLC		275 GROVE ST STE2-400	NEWTON	MA	02466	1990740003300000	19 WEXFORD ST
BUROKAS, LUCILLE, TR.	THE ROKLAN TRUST	30 BRAELAND AVE	NEWTON	MA	02459	1990740003500000	207 HIGHLAND AVE
V.S.A., LLC		180 COUNTRY WAY	NEEDHAM	MA	02492	1990740003600000	225 HIGHLAND AVE
VSA, LLC		180 COUNTRY WAY	NEEDHAM	MA	02492	1990740003700000	14 WEXFORD ST
RIVERSIDE COMMUNITY CARE ORG	270 BRIDGE ST SUITE 301	C/O RIVERSIDE COMMUNITY CARE	DEDHAM	MA	02026	1990740003800000	237 HIGHLAND AVE
RIVERSIDE COMMUNITY MENTAL HEALTH & RETARDATION CENTER, INC		270 BRIDGE ST - SUITE 301	DEDHAM	MA	02026	1990740003900000	255 HIGHLAND AVE
WINHALL REALTY LLC		129 SOUTH ST	BOSTON	MA	02109	1990740004300000	175 HIGHLAND AVE
DIGITAL 128 FIRST AVENUE, LLC		128 FIRST AVE	NEEDHAM	MA	02494	1993000003300010	72 A ST
PARTNERS HEALTHCARE SYSTEM, INC.	PRUDENTIAL TOWER 800 BOYLSTON ST.	SUITE 1150	BOSTON	MA	02119	1993000003300020	128 FIRST AVE
HATOUN, ANTOINE G., TRUSTEE	THE INTEX REALTY TRUST	110 A ST	NEEDHAM	MA	02494	1993000003400000	110 A ST
150A #1 LIMITED PARTNERSHIP		100 GALEN ST SUITE 301	WATERTOWN	MA	02472	1993000003500000	130 A ST
ECLIPSE REALTY MANAGEMENT, LLC.		BOX 920757	NEEDHAM	MA	02492	1993000003700000	206 A ST
HILLSITE REALTY ASSOCIATES DE, LLC		116 HUNTINGTON AVE SUITE 600	BOSTON	MA	02116	1993000004100000	75 SECOND AVE
ATS-NEEDHAM LLC	C/O AMERICAN TOWER CORPORATION	P. O. BOX 723597	ATLANTA	GA	31139	1993000004200000	140 CABOT ST
JMDH REAL ESTATE OF NEEDHAM, LLC		15-24 132 ST	COLLEGE POINT	NY	11356	1993000005300000	114 FIRST AVE
MCMANUS, JAMES H. III, TRUSTEE	ONE FIRST AVENUE REALTY TRUST	188 NEEDHAM ST	NEWTON	MA	02464	1993000005400000	1 FIRST AVE
R.K.NEEDHAM LLC		50 CABOT ST. STE 200	NEEDHAM	MA	02494	1993000005500000	50 CABOT ST
R.K. HIGHLAND AVENUE LLC	C/O RK CENTERS	50 CABOT ST STE 200	NEEDHAM	MA	02494	1993000005600000	0 CABOT ST
COHEN, RONI TRUSTEE	THE HIGHLAND AVENUE NOMINEE TRUST	50 CABOT ST STE 200	HOUSTON	TX	77030	1993000005800000	254 HIGHLAND AVE
R.K. HIGHLAND AVENUE LLC	C/O RK CENTERS	50 CABOT ST STE 200	NEEDHAM	MA	02494	1993000005900000	238 HIGHLAND AVE
D N A REALTY CORP		210 HIGHLAND AVE	NEEDHAM	MA	02494	1993000006000000	208 HIGHLAND AVE
MCFARLAND, JAMES O & EILEEN TRS	P.O.M. REALTY NOMINEE TRUST	15 CEFALO RD	BOSTON	MA	02132	1993000006100000	200 HIGHLAND AVE
BEREIK FAMILY LLC		26 PINE TREE DR	BUZZARDS BAY	MA	02532	1993000006400000	11 SECOND AVE
WCP NEEDHAM CABOT LLC	100 CABOT ST	C/O ULTIMA HOSPITALITY	NEEDHAM	MA	02494	1993000006600000	100 CABOT ST
DIGITAL CABOT LLC		128 FIRST AVE	NEEDHAM	MA	02494	1993000007300000	105 CABOT ST



- Parcels**
- Drainage Structures
 - Land Marsh
 - Manhole
 - Junction
 - HW
 - Outlet
 - Drainage Pipes
 - Painted Lines
 - Crosswalk
 - Parking Line
 - Street Light
 - Field Striping
 - Railroad Track
 - Trail
 - Building
 - Decks And Patios
 - Swimming Pool
 - Bridge
 - Sidewalk
 - Stairway
 - Driveway
 - Paved Driveway
 - Unpaved Driveway
 - Roads
 - Paved Road
 - Unpaved Road
 - Parking Lot
 - Paved Parking Lot
 - Unpaved Parking Lot
 - Electrical
 - Electrical Box
 - Electrical Substation
 - Sports Areas
 - Baseball Infield
 - Baseball and Tennis
 - Golf Bunker
 - Golf Course
 - Golf Fairway, Green, and Field
 - Track and Field
 - Wetlands
 - MA NHESP Certified Vernal Pools
 - MA FEMA National Flood Hazard Zone
 - X - Areas of Minimal Flood Hazard
 - MA Highways
 - US Highway
 - Numbered Routes
 - Town Boundary
 - Abutting Towns
 - Abutting Towns Mask
 - Road Centerlines
 - Waterbody
 - Streams And Drainage Ditch



The data shown on this map are provided for informational and planning purposes only. The town and its constituents are not responsible for the use of this data. Data should be considered accurate, current or complete. This map was created from April 2009 aerial photography.

Corey J. Wilk
cwilk@goulstonstorr.com
(617) 574-6569 Tel
(617) 574-7837 Fax

July 30, 2021

VIA EMAIL AND MAIL DELIVERY

Needham Select Board
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492
Attn: Kristin Scoble, Town Manager's Office
Email: kscoble@needhamma.gov

Re: Petition for Transfer of Innholder All Alcoholic Beverages License;
Sheraton Needham Hotel, 100 Cabot Street (the "Premises")

Dear Ms. Scoble:

On behalf of Needham Lending Company, LLC (the "Applicant"), I am pleased to enclose an application requesting approval of the transfer from Needham Cabot Concessions, L.L.C. ("Transferor") to the Applicant of an Innholder All Alcoholic Beverages License for the Premises (the "License"). The application also requests approval of the hotel management agreement with SSH Needham LLC, the appointment of Shawn Rodriguez as manager of record, and the pledge of the License in favor of Customers Bank.

In connection with this petition, we are enclosing (or delivering contemporaneously under separate cover) the following:

1. Evidence of \$200 payment via EPay to ABCC;
2. \$100 check payable to the Town of Needham;
3. Retail Transmittal Form;
4. Liquor License Information;
5. Mass. Department of Revenue Certificate of Good Standing and/or Tax Compliance for Transferor;
6. Mass. Department of Unemployment Assistance Certificate of Compliance and Related Correspondence re: Transferor;
7. Application for License Transfer;
8. Request for Waiver of Disclosure Requirements, with Structure Chart attached;

9. Applicant's Statement;
10. Corporate Votes;
11. ABCC Personal Information Forms for Persons with Interests in License;
12. ABCC CORI Forms for Persons with Interests in License and Proposed Manager of Record;
13. Driver's License for Proposed Manager of Record;
14. Organizational Documents for Transferor and Transferee;
15. Floor Plans;
16. Hotel Management Agreement;
17. Loan Agreement (including pledge language);
18. Deed in Lieu of Foreclosure; and
19. Assignment of Liquor License.

As you will see, the executed documents in this application contain primarily electronic signatures. Given COVID19, many signatories are working remotely from home and most offices are closed. As such, we have been unable to obtain original signature pages. Our understanding is that the ABCC has been accepting applications in this format and we hope that the Town of Needham is willing to do the same.

We understand that this petition, because it is a transfer of an existing license, will not require payment of the annual retail license fee, nor will it require direct notice to abutters.

Please notify me when the hearing for this matter has been scheduled. In the meantime, if you have any questions, or need any additional information in advance of the hearing, please do not hesitate to contact me; my direct dial is (617) 817-6200.

Thank you very much for your assistance with this application.

Sincerely,


Corey J. Wilk

Enclosures

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail

Address 1: 95 Fourth Street, Suite 3

Address 2:

City: Chelsea

State: Massachusetts

Zip: 02150

Payment On Behalf Of

First Name: Corey

Last Name: Wilk

Address 1: [REDACTED]

Address 2:

City: [REDACTED]

State: MA

Zip: [REDACTED]

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	Needham Cabot Concessions L.L.C.	\$4.70	\$200.00

Receipt Date: 7/30/2021 1:56:43 PM EDT

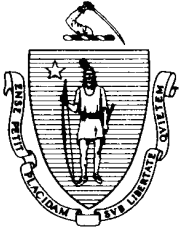
Invoice Number: [REDACTED]

Total Amount Paid: **\$204.70**

Billing Information

Credit / Debit Card Information

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
--	--



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

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

For the following transactions (Check all that apply):

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

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

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

Need Help? For technical assistance in using this web application, please call the ePLACE Help Desk Team at (844) 733-7522  or (844) 73-ePLAC between the hours of 7:30 AM-5:00 PM Monday-Friday, with the exception of all Commonwealth and Federally observed holidays. If you prefer, you can also e-mail us at ePLACE_helpdesk@state.ma.us. For assistance with non-technical issues, please contact the issuing Agency directly using the links below.



Contact [Alcoholic Beverages Control Commission](#)

Contact [Department of Labor Standards](#)

Contact [Division of Professional Licensure](#)

To apply for an Energy and Environmental Affairs (DEP, MDAR or DCR) permit or license, please [click here](#).

Convenience Fee:

For DPL and DLS transactions, please note that all on line credit card transactions incur a 2.35% convenience fee. There is a fee of \$0.35 associated with online payment by ACH/EFT.

For ABCC transactions, please note that all online credit card transactions incur a 2.35% convenience fee

[Home](#) [Manage Licenses, Permits and Certificates](#) [File and Track Complaints](#)



Advanced Search

Please refer to the Licensing Entity's website for additional information regarding the status and discipline information shown below.

For DPL information, please visit the [DPL website](#).

For ABCC information, please visit the [ABCC website](#).

Information Pertaining To: On Premise Retail 00001-HT-0770

Licensee Detail

License Number: 00001-HT-0770

Licensing Entity: Alcoholic Beverages Control Commission

License Type: On Premise Retail

Type Class: RT

License Issue Date: 07/17/2015

License Expiration Date: 12/31/2021

Status: Issued

Current

Discipline:

Name:

Business Name: NEEDHAM CABOT CONCESSIONS LLC

DBA Name: Sheraton Needham

▼ Public Documents

Attachment List

Name	Type	Size	Latest Update	Action
No records found.				



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

mass.gov/dor

Letter ID: L0813138752
Notice Date: March 24, 2021
Case ID: 0-001-128-073



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEEDHAM CABOT CONCESSIONS L L C
914 HARTFORD TPKE
WATERFORD CT 06385-4263

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



332621896

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

WHG Needham Management LLC
914 HARTFORD TURNPIKE
WATERFORD, CT 06385

EAN: 22133480
March 25, 2021

Certificate Id:46467

The Department of Unemployment Assistance certifies that as of 3/25/2021 ,WHG Needham Management LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

Raj Dansinghani

From: Andrew Upton <aupton@UCDlaw.com>
Sent: Friday, March 26, 2021 8:31 AM
To: Raj Dansinghani
Subject: Fw: Needham Cabot Concessions, LLC

Raj -

See below and use the email for the MA DUA Certificate.

I don't have the same relationships at DOR, but this gets us halfway there.

Andrew

From: Caccavelli, Meaghan (DWD) <meaghan.caccavelli@state.ma.us>
Sent: Friday, March 26, 2021 8:05 AM
To: Andrew Upton <aupton@UCDlaw.com>
Subject: RE: Needham Cabot Concessions, LLC

Andrew,

Hope all is well. I received your message on Tuesday afternoon regarding a certificate of compliance for Needham Cabot Concessions, LLC. Since Needham Cabot Concessions, LLC is a holding company and does not have unemployment obligations we cannot issue a certificate of compliance in their name. Please present this email to the ABCC in place of a certificate of compliance. Let me know if you have any further questions or concerns.

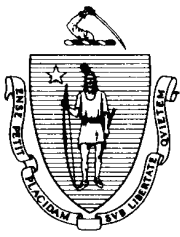
DUA has verified Needham Cabot Concessions, LLC is a holding company and does not have a payroll therefore, they do not have any unemployment insurance obligations and are not required to register with DUA. All payroll is reported under WHG Needham Management, LLC and all unemployment obligations are up to date on this account.

DUA has no objection to this liquor license transaction.

Thank you,

Meaghan Tucker, CFE | Revenue Enforcement & Audit Manager
Department of Unemployment Assistance
19 Staniford Street, 3rd Floor
Boston, MA 02114
Tel: 857-263-0257
Email: Meaghan.caccavelli@detma.org





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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

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

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

Needham Lending Company, LLC, the current owner of the subject property, a Sheraton Hotel located at 100 Cabot Street, Needham, acquired the distressed property through a Deed in Lieu of Foreclosure on April 2, 2021. Needham Lending Company, LLC will continue to operate the property as a hotel, and took assignment (subject to Town/ABCC approval) of the existing All Alcoholic Beverages Innholder License via an Assignment of Liquor License executed by the prior holder, Needham Cabot Concessions, L.L.C., which Assignment is attached hereto.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Hotel	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number

FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

Total Sq. Footage	-	Seating Capacity	-	Occupancy Number	-
Number of Entrances	-	Number of Exits	-	Number of Floors	-

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Needham Cabot Concessions, L.L.C.	By what means is the license being transferred?	Purchase
------------------------	-----------------------------------	---	----------

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

Name of Principal	Title/Position	Percentage of Ownership
Unchanged.		
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

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

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

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

Additional pages attached? ☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☐ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
N/A			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

03/30/2015

State of Incorporation

Delaware

Is the Corporation publicly traded?

☐ Yes

☐ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Own

Landlord Name

N/A

Landlord Phone

N/A

Landlord Email

N/A

Landlord Address

N/A

Lease Beginning Date

N/A

Rent per Month

N/A

Lease Ending Date

N/A

Rent per Year

N/A

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

☐ Yes

☐ No

9. APPLICATION CONTACT

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

Name:

Corey Wilk, Esq.

Phone:

Title:

Attorney for Applicant

Email:

cwilk@goulstonstorrs.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$14,175,201.68
B. Purchase Price for Business Assets	
C. Other* (Please specify)	
D. Total Cost	\$14,175,201.68

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
N/A	N/A
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Customers Bank	\$21,100,000.00	Mortgage Loan	☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

--

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

Customers Bank, a Pennsylvania chartered bank

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
apr-2021		General Manager	StepStone Hospitality	Brian McGrath
Apr-2018	Apr-2021	General Manager	Holiday Inn Marlborough	Donna Comeaux

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

[REDACTED]

Date

7/16/21

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ☐ Yes ☐ No

If yes, please fill out section 13.

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

SSH Needham LLC, a Delaware limited liability company, has been engaged to manage the property through a Hotel Management Agreement, a copy of which is attached to this application.

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address		Phone	
SSH Needham LLC	333 Westminster St., Suite 4, Prov		401-865-6901	
Name of Principal	Residential Address	SSN	DOB	
Stepstone Hospitality Inc.	333 Westminster St, St4, Providence, R			
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Sole Member	100%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Thomas J. Russo				
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Member of Stepstone	45%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Michelle Russo				
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Member of Stepstone	45%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB	
Blair Wills				
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
Member of Stepstone	10%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ☐ Yes ☐ No

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

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

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

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

Name	License Type	License Name	Municipality
See attached			

13. MANAGEMENT AGREEMENT

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

☒ Yes ☐ No

If yes, please fill out section 13.

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

SSH Needham LLC, a Delaware limited liability company, has been engaged to manage the property through a Hotel Management Agreement, a copy of which is attached to this application.

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

13A. MANAGEMENT ENTITY

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

Entity Name

Address

Phone

SSH Needham LLC

333 Westminster St., Suite 4, Provid

401-865-6901

SSH Needham LLC is owned by StepStone Hospitality Inc.

Name of Principal - StepStone Hospitality

Residential Address

SSN

DOB

Thomas J. Russo

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Member

45

☐ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

Name of Principal - StepStone Hospitality

Residential Address

SSN

DOB

Michelle Russo

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Member

45

☐ Yes ☐ No

☒ Yes ☐ No

☐ Yes ☒ No

Name of Principal - StepStone Hospitality

Residential Address

SSN

DOB

Blair Wills

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

Member

10

☐ Yes ☐ No

☒ Yes ☐ No

☐ Yes ☒ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

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

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

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

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

Name	License Type	License Name	Municipality
See Attached			

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality
See Attached			

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement
See Attached			

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

d. Management Term Begin Date

Commencement Date (upon notice)

e. Management Term End Date

3 years from Commencement Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☒ other (please explain)

Greater of 2.5% of total revenues or \$7,500 per month.

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Authorized Signatory

Date:

7/20/2021

StepStone Hospitality - Liquor License Summary - Current & Previous

Hotel Name	Status	License Type	Licensee Name	Municipality
Hotel Amarano Burbank	Current	On-Sale General Eating Place & Controlled Access Cabinet Permit	SSH Burbank LLC	State of California Dept of Alcoholic Beverage Control
Le Meridien Dallas	Current	Mixed Beverage Permit & Mixed Beverage Late Hours Permit	SSH LM Dallas Beverage LLC	Texas Alcoholic Beverage Commission
Embassy Suites Bloomington	Current	Hotel/Motel Liquor License	SSH Bloomington LLC	City of Bloomington
Hotel Indigo Austin & Holiday Inn Express Austin	Current	Wine & Beer Retailer's Off Premise Permit	SSH Red River Beverage LLC	Texas Alcoholic Beverage Commission
Hotel Indigo Austin	Current	Mixed Beverage Permit & Mixed Beverage Late Hours Permit	SSH Red River Beverage LLC	Texas Alcoholic Beverage Commission
Broadmoor Miami Beach (formerly Days Inn & Suites	Current	Not primary but had to submit info given management of the hotel		
Ocean Surf Hotel	Current	Not primary but had to submit info given management of the hotel		
Hilton Garden Inn Lake Buena Vista	Current	Not primary but had to submit info given management of the hotel		
Homewood Suites Lake Buena Vista	Current	Not primary but had to submit info given management of the hotel		
Homewood Suites Orlando Theme Parks	Current	Not primary but had to submit info given management of the hotel		
Sheraton College Park	Previous	Class B BH License	SSH Beltsville LLC	State of Maryland
Sheraton Framingham	Previous	All Acohol Innholder License	SSH HI LLC	State of MA - Town of Framingham
DoubleTree Nashville	Previous	On Sale Beer Permit	SSH Nashville LLC	Metropolitan Government of Nashville and Davidson County, Tennessee
DoubleTree Nashville	Previous	Liquor by the Drink	SSH Nashville LLC	State of Tennessee Alcoholic Beverage Commission
SpringHill Suites Boston-Peabody	Previous	Alcoholic Beverages License - Package Store	SSH Peabody LLC	City of Peabody, MA
Sarasota Modern	Previous	Not primary but had to submit info given management of the hotel		
The Gregory	Previous	Hotel Liquor License	SSH NY Gregory LLC	New York State Liquor Authority
The Renwick	Previous	Hotel Liquor License	SSH NY Renwick LLC	New York State Liquor Authority
Marriott Metairie at Lakeway	Previous	Hotel Retail Beer and Liquor Permit	SSH Metairie LLC	Louisiana Alcohol & Tobacco Controll
Ames Boston Hotel	Previous	Alcoholic Beverages License - Innholder	Ames Court Stree Hotel LLC	Licensing Board of the City of Boston
Sheraton DFW Airport	Previous	Liquor License with Mixed Beverage Late Hours Permit, Caterer's	SSH DFW South LLC	Texas Alcoholic Beverage Commission
Hampton Inn - Burlington	Previous	First Class Restaurant/Bar License to Sell Malt and Vinous	StepStone Burlington Hotel, Inc	Control Commissioners of the Town of Colchester
Hampton Inn - Burlington	Previous	Third Class Restaurant/Bar License to Sell Spirituous Beverages	StepStone Burlington Hotel, Inc	Vermont Liquor Control Board
Crowne Plaza Sawgrass Mills	Previous	Retailer of Alcoholic Beverages	StepStone Hospitality Inc	State of Florida Division of Alcoholic Beverages and Tobacco
Wyndham Bay Point Resort	Previous			
74 State	Previous	Hotel Liquor License	SSH Albany LLC	New York State Liquor Authority

ADDITIONAL INFORMATION

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

Please see the attached Waiver on Disclosures memorandum.

Ralph Sacramone, Executive Director
Massachusetts Alcoholic Beverage Control Commission
239 Causeway Street
Boston, MA 02114

**Re: Petition for Transfer of Liquor License;
Request for Waiver**

Needham Lending Company, LLC
License No. 00001-HT-0770
123 Boston Post Road W
Marlborough, Massachusetts

Dear Mr. Sacramone:

Please be advised that our firm represents the applicant, Needham Lending Company, LLC (the “**Applicant**”), in connection with the proposed transfer (the “**Transfer**”) of the above-referenced On Premise Retail Liquor License (the “**License**”) covering the Sheraton Boston Needham Hotel located at 100 Cabot Street, Needham, Massachusetts. The purpose of this letter is to request a waiver from the Massachusetts Alcoholic Beverage Control Commission (the “**Commission**”) with respect to the standard direct and indirect beneficial and financial interest disclosure requirements, and confirmation from the Commission that the information and documentation we have provided in the application for the Transfer of the License to the Applicant is sufficient and satisfactory. Below please find background and explanation for the request.

As you can see on the organizational chart attached hereto as *Attachment A*, the Applicant is owned 100% by three entities: Redjax Domestic Partners, LLC (“Redjax”), which owns 42.6301% of the Applicant; Paceline Blocking Company III, LLC (“Paceline”), which owns 52.3699% of the Applicant; and 3rd Ave EH Property Partners LLC (“EH”), which owns 5% of the Applicant. Redjax is owned and controlled by Paceline Equity Partners Opportunity Fund I, LP (the “DE Fund”), and Paceline is owned and controlled by Paceline Equity Partners Opportunity Fund I (Cayman), LP (the “Cayman Fund”), which together form a single private equity fund (the “Private Equity Fund”). The Private Equity Fund has numerous undisclosed investors, but no individual natural person owns more than 5% of the Applicant, directly or indirectly. These investors have no direction or control, whatsoever, of any operational aspect of the Private Equity Fund or the Applicant. Instead, the Applicant is ultimately controlled by two individuals, Samuel Loughlin and Leigh Sansone by virtue of their control of the ultimate general partner of each of the DE Fund and the Cayman Fund. EH is not affiliated with the

Private Equity Fund, Mr. Loughlin, or Mrs. Sansone. We have submitted Beneficial Interest Forms – Organization for Redjax, Paceline, EH, the DE Fund and the Cayman Fund, and Beneficial Interest Forms – Individuals for each of Mr. Loughlin and Mrs. Sansone.

Given the nature of the ownership of the Applicant as described above, we respectfully request that the Commission waive any further disclosures beyond those referenced in this letter and included in the Transfer application. Please do not hesitate to contact our office for further information or with any additional questions or concerns you may have. Thank you in advance for your consideration in this matter.

Very Truly Yours,

Louise B. Giannakis, Esq.,
Counsel for the Applicant

Attachment A
Organizational Chart

APPLICANT'S STATEMENT

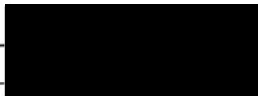
I, Kyle Volluz the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Needham Lending Company, LLC
Name of the Entity/Corporation

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

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

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

Signature:



Date:

20 July 2024

Title:

Kyle Volluz, Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of

Needham Lending Company, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Needham

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Kyle Volluz

Name of Person

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

"VOTED: To appoint

Shawn Michael Rodriguez

Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

(Print Name)

(Print Name)

NEEDHAM LENDING COMPANY, LLC
CONSENT OF SOLE MANAGER

JULY 20, 2021

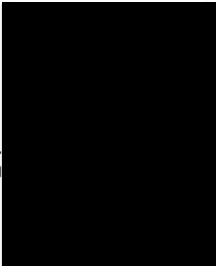
The undersigned, being the sole manager of Needham Lending Company, LLC (the "Company"), does hereby adopt the following resolutions in accordance with the Company's Amended and Restated Limited Liability Company Agreement effective as of January 13, 2021 and in accordance with the Delaware Limited Liability Company Act:

RESOLVED, that the sole manager deems it necessary and advisable and in the best interests of the Company to apply to appropriate governmental officials of the Commonwealth of Massachusetts for a transfer of the liquor license in respect of the Sheraton Hotel located in Needham, Massachusetts owned by the Company from Needham Cabot Concessions LLC to the Company (such application, the "Application");

RESOLVED, that in connection with the Application, Kyle Volluz, as the sole manager of the Company, is authorized to sign the Application submitted and to execute on the Company's behalf any necessary papers and do all things required to have the Application granted;

RESOLVED, that Shawn Michael Rodriquez is hereby appointed as the Company's hotel manager of record, and is hereby granted full authority and control of the aforementioned Sheraton Hotel described in such liquor license and granted full authority and control of the conduct of all business therein as the Company itself could in any way exercise if it were a natural person residing in the Commonwealth of Massachusetts.

Kyle Volluz, Manager



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	Samuel	Middle Name	David	Last Name	Loughlin	Suffix	
Title:	Other		Social Security Number						
Primary Phone:			Email:		sloughlin@pacelineequity.com				
Mobile Phone:	n/a		Fax Number		n/a				
Alternative Phone:	n/a								

Business Address

Street Number:	3625	Street Name:	N. Hall Street, Ste. 900	
City/Town:	Dallas	State:	Texas	
Zip Code:	75219	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
Paceline Equity Partners Opportunity Fund I, L.P.	83-3901647
Paceline Equity Partners Opportunity Fund I (Cayman), L.P.	98-1474790

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
n/a	☒		
	☒		
	☒		
	☒		
	☒		
	☒		

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				

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	Mrs.	First Name	Leigh	Middle Name	Pamela	Last Name	Sansone	Suffix	
Title:	Other		Social Security Number						
Primary Phone:			Email:		lsansone@pacelineequity.com				
Mobile Phone:	n/a		Fax Number		n/a				
Alternative Phone:	n/a								

Business Address

Street Number:	3625	Street Name:	N. Hall Street, Ste. 900		
City/Town:	Dallas	State:	Texas		
Zip Code:	75219	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
Paceline Equity Partners Opportunity Fund I, L.P.	83-3901647
Paceline Equity Partners Opportunity Fund I (Cayman), L.P.	98-1474790

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
n/a	☐		
	☐		
	☐		
	☐		
	☐		
	☐		

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				

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:	3rd Ave EH Property Partners LLC	FEIN:	84-4415332
Primary Phone:	401 865 6900	Fax Number:	
Alternative Phone:		Email:	mrusso@hotelave.com

Business Address

Street Number:	333	Street Name:	Westminster St #3
City/Town:	Providence	State:	RI
Zip Code:	02903	Country:	USA

Mailing Address

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

Street Number:	333	Street Name:	Westminster St #3
City/Town:	Providence	State:	RI
Zip Code:	02903	Country:	USA

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.

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
Needham Lending Company LLC	85-4322707

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

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

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: FEIN:

Primary Phone: Fax Number:

Alternative Phone: Email:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

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.

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
n/a	

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
n/a			
			
			
			
			
			

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				

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:	Redjax Domestic Partners, LLC	FEIN:	85-1490456
Primary Phone:	4694050908	Fax Number:	n/a
Alternative Phone:	n/a	Email:	kvolluz@pacelineequity.com

Business Address

Street Number:	3625	Street Name:	N. Hall Street, Ste. 900
City/Town:	Dallas	State:	Texas
Zip Code:	75219	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.

44.8738

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
n/a	

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
n/a			
			
			
			
			
			

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				

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: FEIN:

Primary Phone: Fax Number:

Alternative Phone: Email:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

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.

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
Paceline Blocking Company III, LLC	85-3957027

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
n/a			
			
			
			
			
			

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				

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:

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Entity Name: Paceline Equity Partners Opportunity Fund I, L.P.

FEIN: 83-3901647

Primary Phone: 4694050908

Fax Number: n/a

Alternative Phone: n/a

Email: kvolluz@pacelineequity.com

Business Address

Street Number: 3625

Street Name: N. Hall Street, Ste. 900

City/Town: Dallas

State: Texas

Zip Code: 75219

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.

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
Redjax Domestic Partners, LLC	85-1490456

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
n/a			
			
			
			
			
			

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				

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](#).

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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	Kyle	Middle Name	Scott	Last Name	Volluz	Suffix	
Title:	Other	Social Security Number		REDACTED					
Primary Phone:	REDACTED			Email:	kvolluz@pacelineequity.com				
Mobile Phone:	REDACTED			Fax Number	n/a				
Alternative Phone:	n/a								

Business Address

Street Number:	3625	Street Name:	N. Hall Street, Suite 900
City/Town:	Dallas	State:	Texas
Zip Code:	75219	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.

0

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
n/a	

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
n/a	☐		
	☐		
	☐		
	☐		
	☐		
	☐		

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				



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

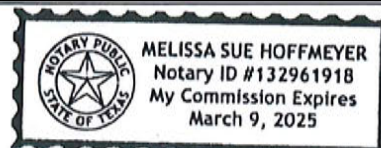
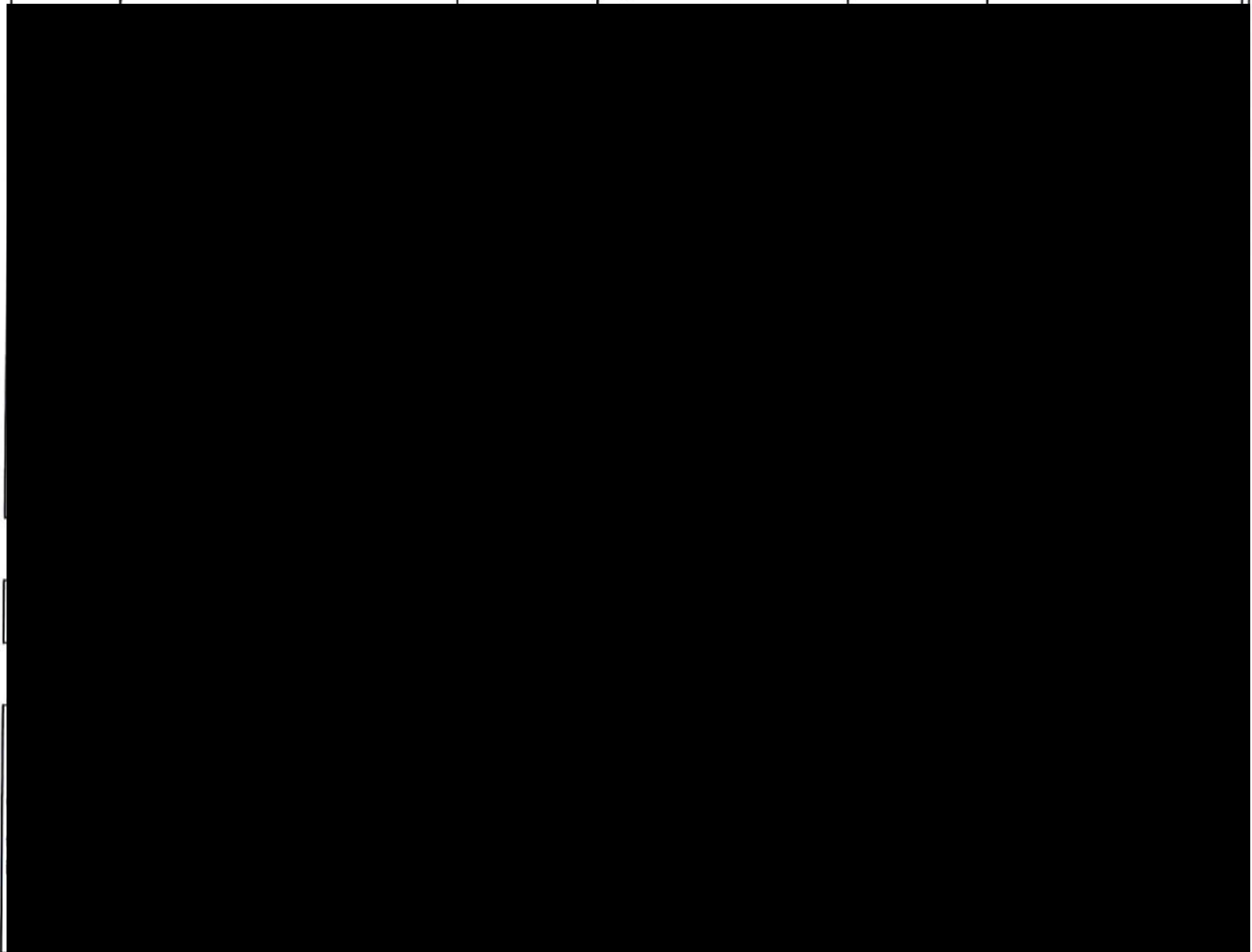
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license,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

ABCC LICENSE INFORMATION

ABCC NUMBER: (OF EXISTING LICENSEE)		LICENSEE NAME:		CITY/TOWN:	
---	--	----------------	--	------------	--

APPLICANT INFORMATION

LAST NAME:	Sansone	FIRST NAME:	Leigh	MIDDLE NAME:	Pamela
------------	---------	-------------	-------	--------------	--------



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

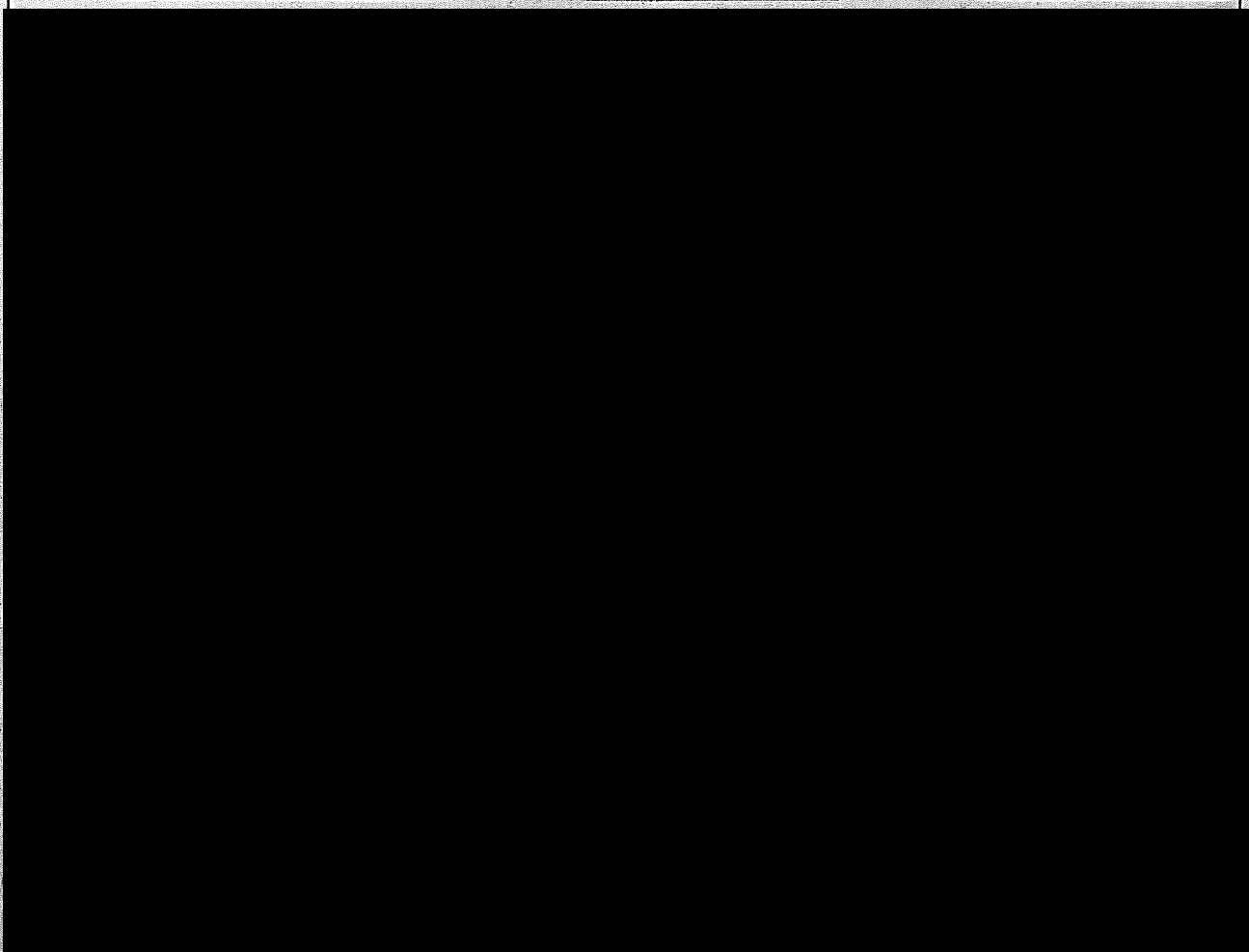
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license,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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:		CITY/TOWN:	
--	--	----------------	--	------------	--

APPLICANT INFORMATION

LAST NAME:	LOUGHLIN	FIRST NAME:	SAMUEL	MIDDLE NAME:	DAVID
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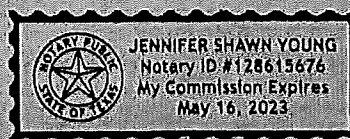


DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI AUTHORIZED EMPLOYEE

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to verify the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4814.





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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

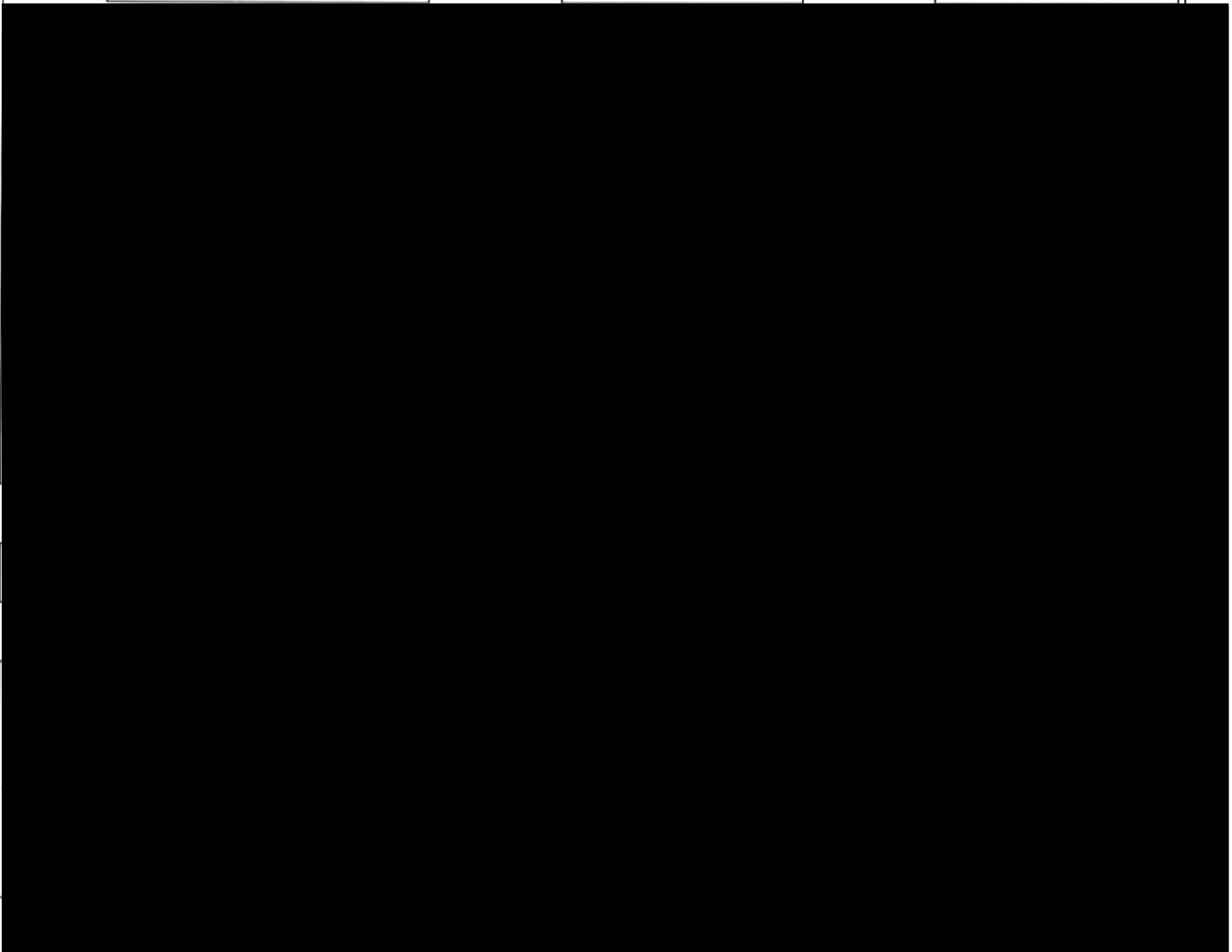
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license,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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:		CITY/TOWN:	
---	--	----------------	--	------------	--

APPLICANT INFORMATION

LAST NAME:	Volluz	FIRST NAME:	Kyle	MIDDLE NAME:	Scott
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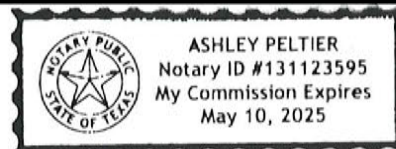


DIVISION USE ONLY

REQUESTED BY:	
---------------	--

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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





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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

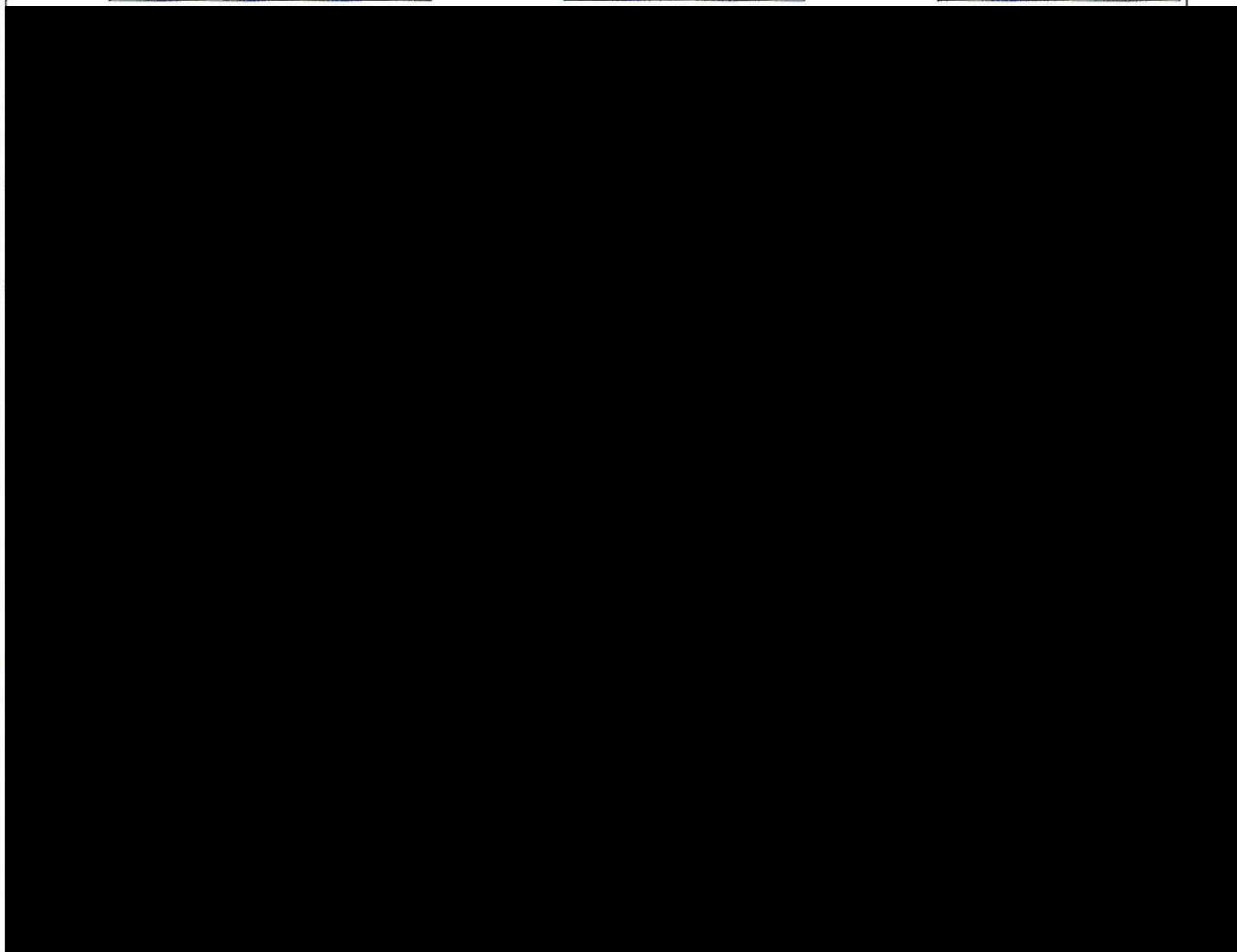
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license,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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:		CITY/TOWN:	
--	--	----------------	--	------------	--

APPLICANT INFORMATION

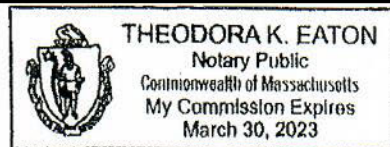
LAST NAME:	Rodriguez	FIRST NAME:	Shawn	MIDDLE NAME:	Michael
------------	-----------	-------------	-------	--------------	---------

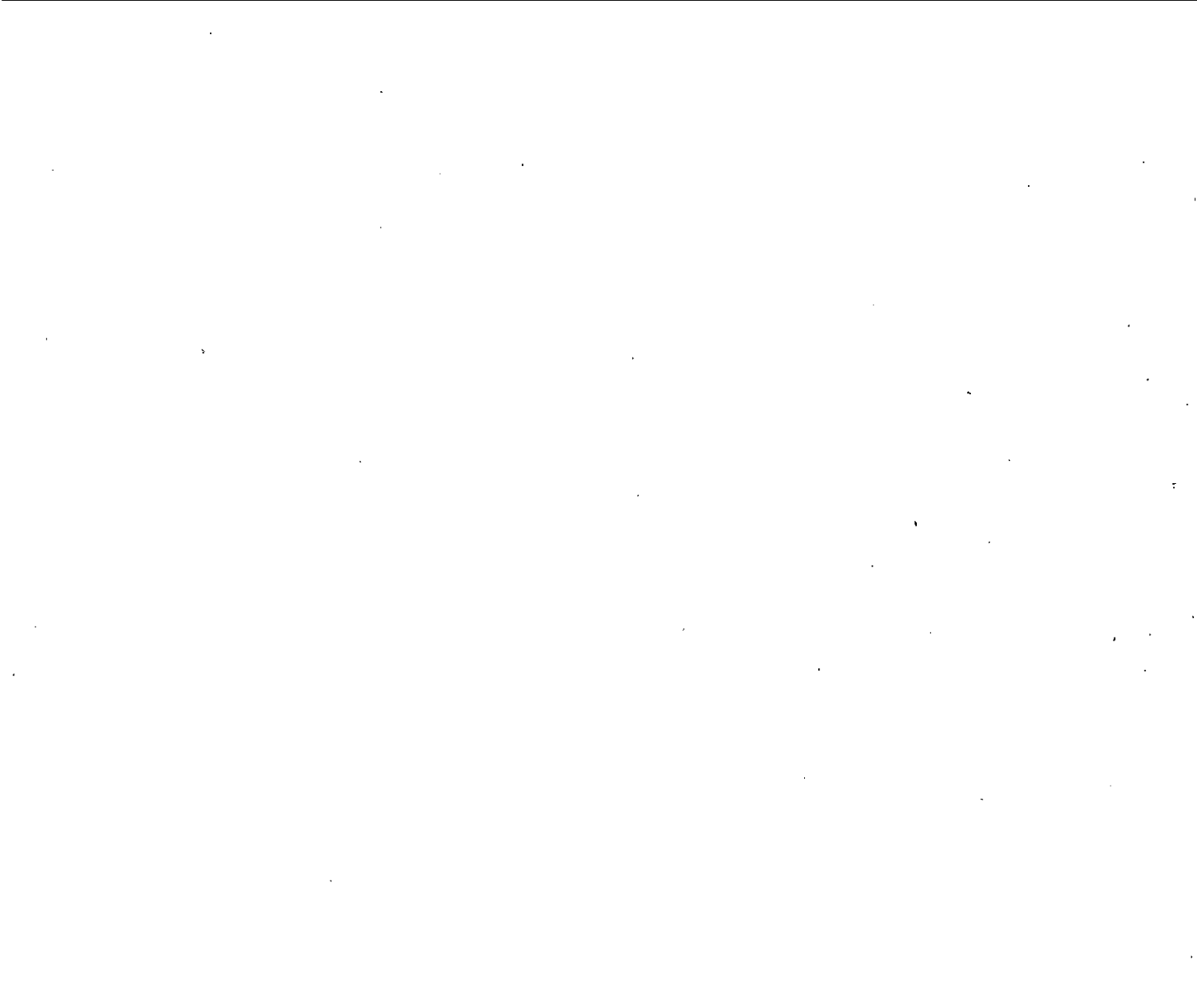
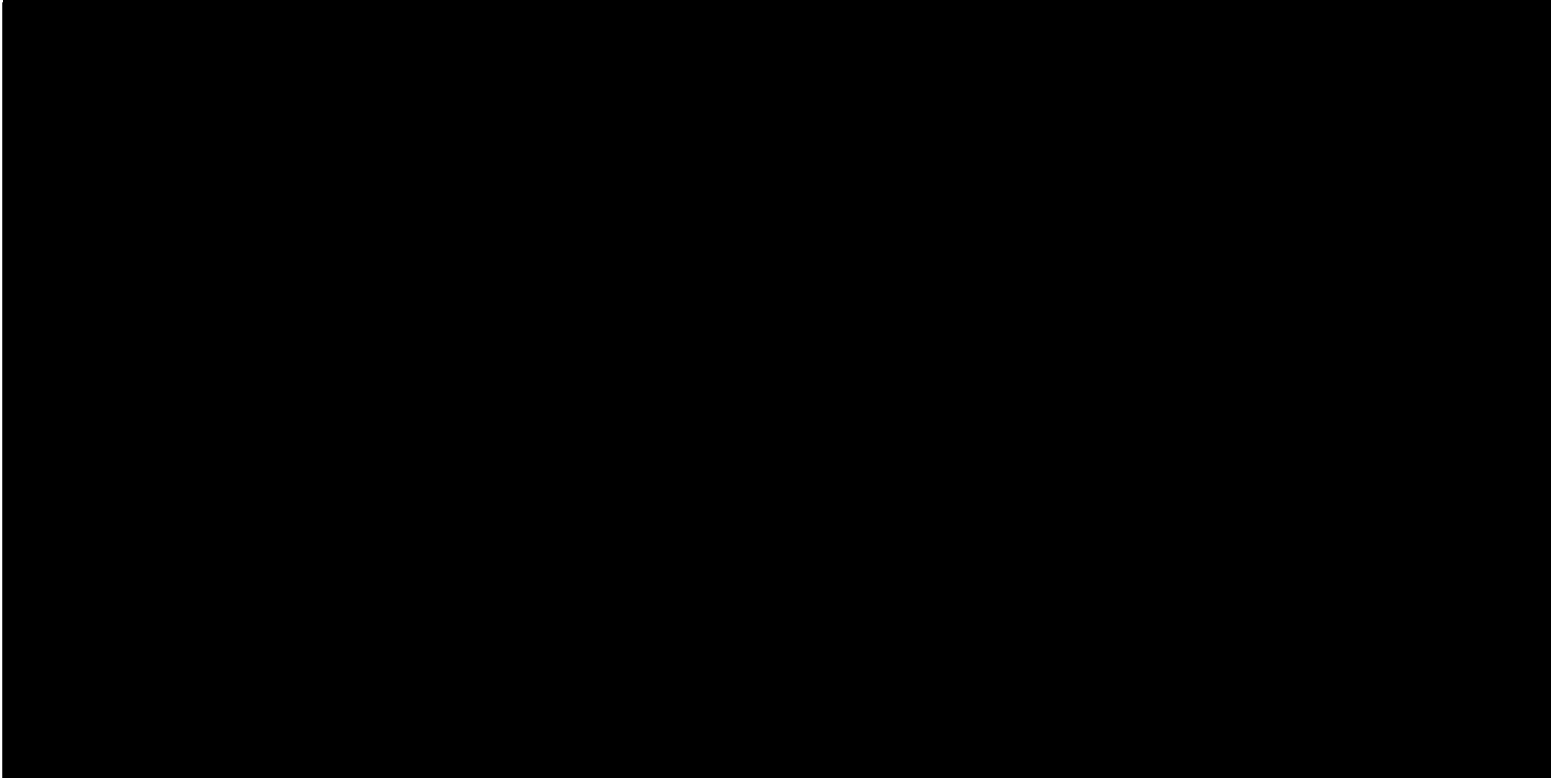


DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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





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)**

XXXXXXXXXXXXXXXXXXXX

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

NEEDHAM CABOT CONCESSIONS, L.L.C.

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

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

DELAWARE

(3) The date of organization in that jurisdiction: 3/30/2015

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

The Company is formed for the purpose of applying for, obtaining and holding of the requisite state licenses and permits for the purchase and sale of alcoholic beverages at the Sheraton Needham Hotel, located at 100 Cabot Street, Needham, Massachusetts, and engaging in any and all activities necessary or incidental to the foregoing.

(5) The business address of its principal office:

100 Cabot St, Needham, MA 02494

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

100 Cabot St, Needham, MA 02494

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

Mark Zettl

30 S. Wacker Dr., Ste. 3600
Chicago, IL 60606

Diane Fox

30 S. Wacker Dr., Ste. 3600
Chicago, IL 60606

- (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

Mark Zettl

30 S. Wacker Dr., Ste. 3600
Chicago, IL 60606

Diane Fox

30 S. Wacker Dr., Ste. 3600
Chicago, IL 60606

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

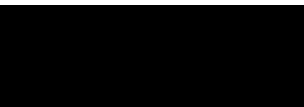
C T Corporation System

155 Federal Street, Suite 700,
Boston, Massachusetts 02110

(10) The latest date of dissolution, if specified: _____

(11) Additional matters:

Signed by (by at least one authorized signatory):


DIANE FOX

1 C T Corporation System

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.

Delaware

The First State

PAGE 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEEDHAM CABOT CONCESSIONS, L.L.C." 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 APRIL, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5720051 8300

150470581



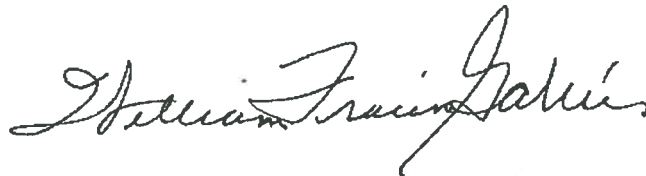

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2265269

DATE: 04-06-15

THE COMMONWEALTH OF MASSACHUSETTS

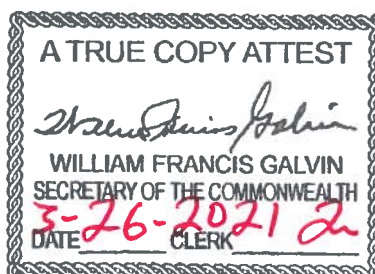
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

April 06, 2015 04:03 PM



WILLIAM FRANCIS GALVIN

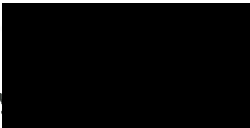
Secretary of the Commonwealth



**CERTIFICATE OF AMENDMENT FOR
NEEDHAM CABOT CONCESSIONS, L.L.C.**

- (a) Federal Employer Identification Number: 001168082
- (b) The exact name of the foreign Limited Liability Company (LLC): Needham Cabot Concessions, L.L.C.
- (c) Organized under the laws of: State: Delaware Country: USA on 03/30/2015
- (d) Registered to do business in the Commonwealth of Massachusetts on 04/06/2015
- (e) The name and business address of each Manager:
- (f) The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:
- Real Property - Raj Dansinghani – 30 S. Wacker Drive, Suite 3600, Chicago, IL 60606 USA
- Real Property - Michael Keaton – 30 S. Wacker Drive, Suite 3600, Chicago, IL 60606 USA
- (g) The new Managers of Needham Cabot Concessions, L.L.C. are Raj Dansinghani and Michael Heaton, of 914 Hartford Turnpike, No. 715, Waterford, CT 06385. Please correct the name of the real property signatory from Michael Keaton to Michael Heaton. The address of the real property signatories has changed to 914 Hartford Turnpike, No. 715, Waterford, CT 06385 USA.
- Executed this 15th day of August, 2019.

Needham Cabot Concessions, L.L.C.

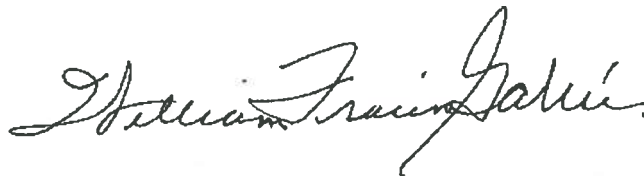
By 

Raj Dansinghani, Manager

THE COMMONWEALTH OF MASSACHUSETTS

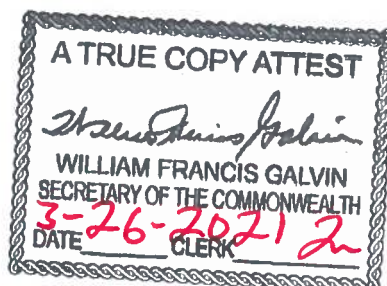
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

August 15, 2019 02:24 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth





The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001168082

Annual Report Filing Year: 2021

1.a. Exact name of the limited liability company: NEEDHAM CABOT CONCESSIONS, L.L.C.

1.b. If different, the name under which it does business in the Commonwealth:

2. The Limited Liability Company is organized under the laws of: State: DE Country: USA
 The date of its organization is: 03/30/2015

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

4. Location of its principal office:

No. and Street: 914 HARTFORD TURNPIKE, PO BOX 715
 City or Town: WATERFORD State: CT Zip: 06385 Country: USA

5. The business address of its principal office in the Commonwealth, if any:

No. and Street:
 City or Town: State: Zip: Country:

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RAJ DANSINGHANI	914 HARTFORD TURNPIKE #715 WATERFORD, CT 06385 USA
MANAGER	KEVIN TURLEY	914 HARTFORD TRUNPIKE, P.O. BOX 715 WATERFORD, CT 06385 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RAJ DANSINGHANI	914 HARTFORD TURNPIKE #715 WATERFORD, CT 06385 USA
REAL PROPERTY	KEVIN TURLEY	914 HARTFORD TURNPIKE #715 WATERFORD, CT 06385 USA

8. Name and address of the Resident Agent:

Name: CORPORATION SERVICE COMPANY
No. and Street: 84 STATE STREET
City or Town: BOSTON State: MA Zip: 02109 Country: USA

9. If the foreign limited liability company has a specific date of dissolution, the latest date on which the limited liability company is to dissolve:

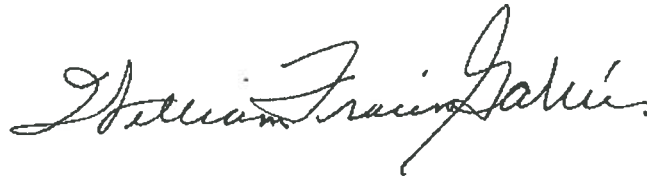
10. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of March, 2021,
RAJ DANSINGHANI , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

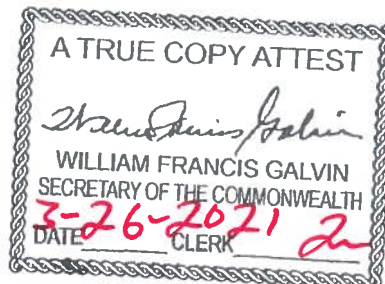
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

March 04, 2021 12:20 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEEDHAM CABOT CONCESSIONS, L.L.C." 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 TWENTY-SIXTH DAY OF MARCH, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEEDHAM CABOT CONCESSIONS, L.L.C." WAS FORMED ON THE THIRTIETH DAY OF MARCH, A.D. 2015.

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



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

5720051 8300

SR# 20211057819

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

Authentication: 202831748

Date: 03-26-21

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NEEDHAM CABOT CONCESSIONS, L.L.C." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTIETH DAY OF MARCH, A.D. 2015, AT 6:25 O`CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWELFTH DAY OF APRIL, A.D. 2019, AT 2:12 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NEEDHAM CABOT CONCESSIONS, L.L.C.".

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

5720051 8100H
SR# 20211057819

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

Authentication: 202831668
Date: 03-26-21

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is _____
Needham Cabot Concessions, L.L.C.
2. The Registered Office of the limited liability company in the State of Delaware is changed to 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.

By: /s/ Raj Dansinghani

Authorized Person

Name: Raj Dansinghani

Print or Type



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

March 29, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

NEEDHAM CABOT CONCESSIONS, L.L.C.

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 6, 2015**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **RAJ DANSINGHANI, KEVIN TURLEY**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **RAJ DANSINGHANI, KEVIN TURLEY**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

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 Lending Company, LLC

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

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

Delaware

(3) The date of organization in that jurisdiction: **12/9/2020**

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

Ownership of personal and real property and operation of a hotel business and related hospitality businesses

(5) The business address of its principal office:

3625 N HALL ST STE 900, DALLAS, TX - 75219-5147

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

N/A

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

Kyle Volluz

- (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

Kyle Volluz

3625 N HALL ST STE 900, DALLAS, TX - 75219

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

C T Corporation System

155 Federal Street, Suite 700
Boston, MA 02110

- (10) The latest date of dissolution, if specified: _____

- (11) Additional matters:

Signed by *(by at least one authorized signatory)*:

- Christine Kelm, Authorized Individual

I **C T Corporation System**

- Peter Trawinski, Assistant Secretary

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.*

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "NEEDHAM LENDING COMPANY, 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 TWENTY-NINTH DAY OF DECEMEER, A.D. 2020.*

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



4385330 8300

SR# 20208779415

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

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

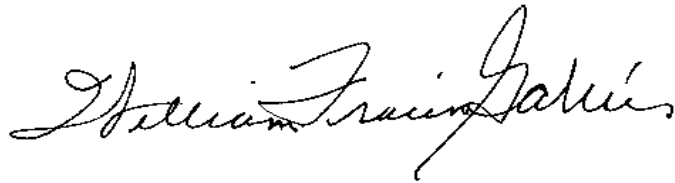
Authentication: 204433896

Date: 12-29-20

THE COMMONWEALTH OF MASSACHUSETTS

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

December 29, 2020 12:15 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

NEEDHAM LENDING COMPANY, LLC

**CERTIFICATE OF AMENDMENT
TO
FOREIGN LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION**

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the following hereby amends the Foreign Limited Liability Company Application for Registration (the "Application") of Needham Lending Company, LLC (the "LLC").

1. Name of the Limited Liability Company. The name of the LLC is Needham Lending Company, LLC.

2. Jurisdiction. The jurisdiction where the LLC was organized is the State of Delaware and the date of its formation is December 9, 2020.

3. Qualification. The LLC registered to do business with the Secretary of State of the Commonwealth of Massachusetts on December 29, 2020.

4. Business Address of Principal Office. The business address of the principal office of the LLC is 3625 N. Hall Street, Suite 900, Dallas, Texas 75219-5147.

5. Manager. The name and business address of the sole Manager are:

Kyle Volluz
3625 N. Hall Street, Suite 900
Dallas, Texas 75219-5147

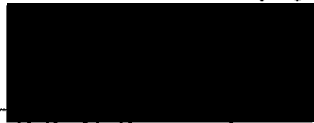
6. Execution of Documents Relating to Real Property. The following individuals are, and each of them acting single hereby is, authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

Kyle Volluz 3625 N. Hall Street, Suite 900, Dallas, Texas 75219-5147

Scott Bartley 3625 N. Hall Street, Suite 900, Dallas, Texas 75219-5147

7. Amendment. Paragraph 6 amends the Application for Registration. This Amendment reflects a change in the individuals authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

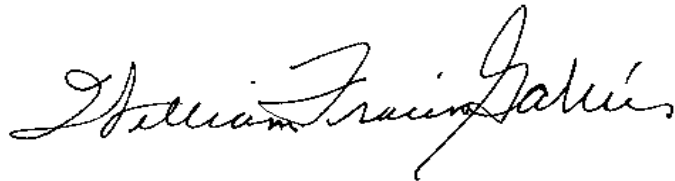
IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 15th day of March, 2021.

By: 
Name: Kyle Volluz
Title: Manager

THE COMMONWEALTH OF MASSACHUSETTS

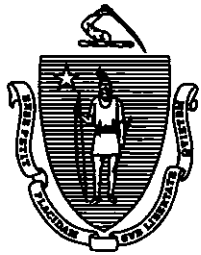
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

March 16, 2021 09:52 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
OFFICE OF THE SECRETARY OF THE COMMONWEALTH
State House, Boston, Massachusetts 02133
COPY

March 16, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

NEEDHAM LENDING COMPANY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 29, 2020**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **KYLE VOLLUZ**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **KYLE VOLLUZ, SCOTT BARTLEY**

In testimony of which,

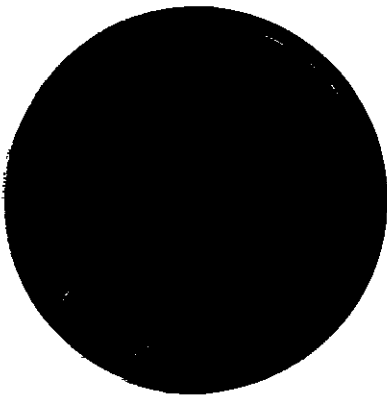
I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth





William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
N A N
O F F Secretary of the Commonwealth
C O P Y State House, Boston, Massachusetts 02133
C O P Y

March 18, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

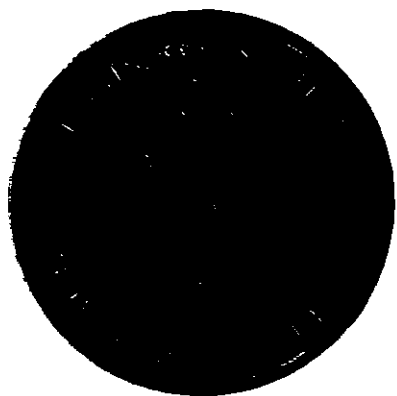
WCP NEEDHAM CABOT, L.L.C.

in accordance with the provisions of Massachusetts General Laws Chapter 156C on April 24, 2015.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **PETER M VILIM, ERIN H. ANKIN, DAVID R. SCHWARTZ**



In testimony of which,

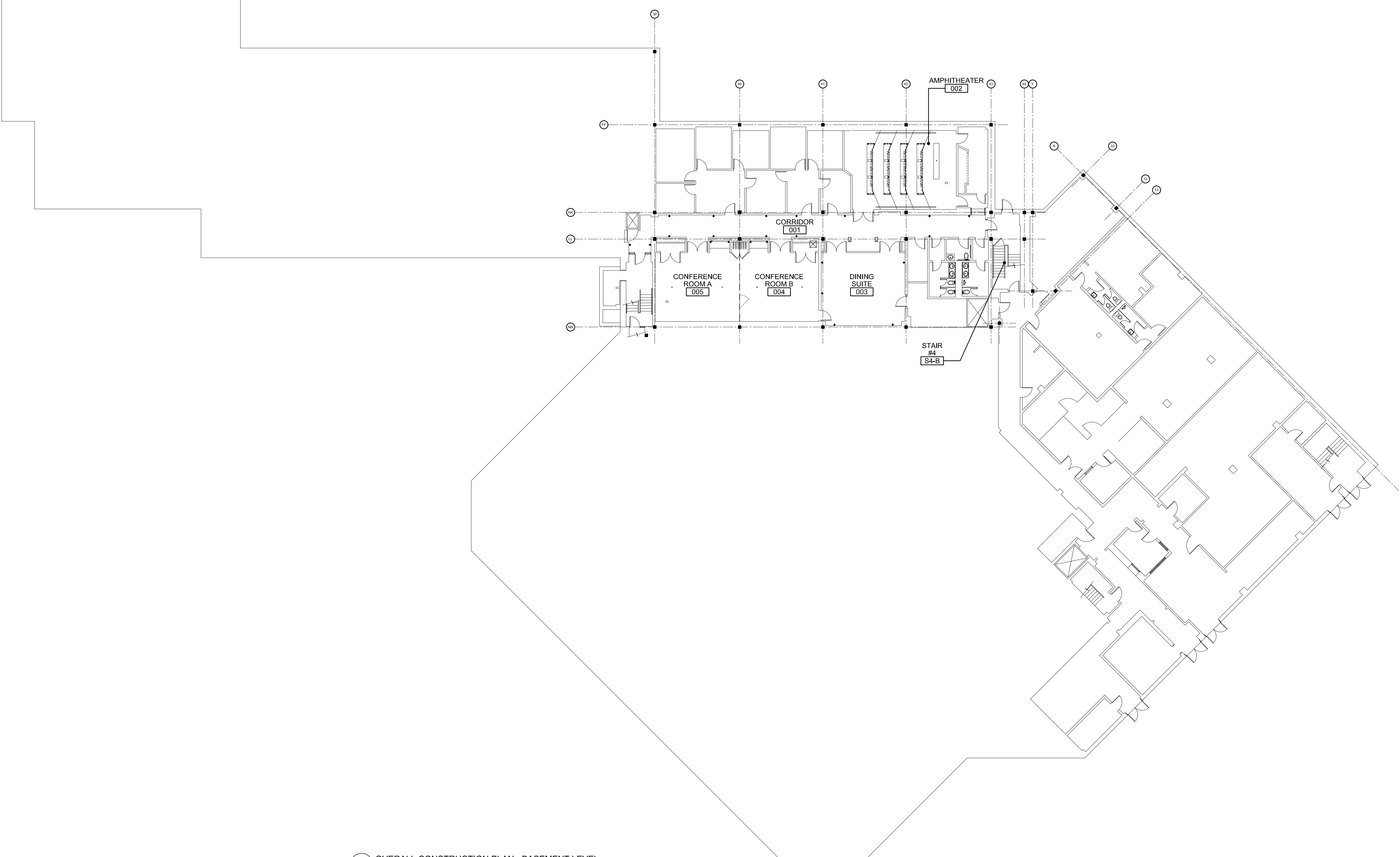
I have hereunto affixed the

Great Seal of the Commonwealth

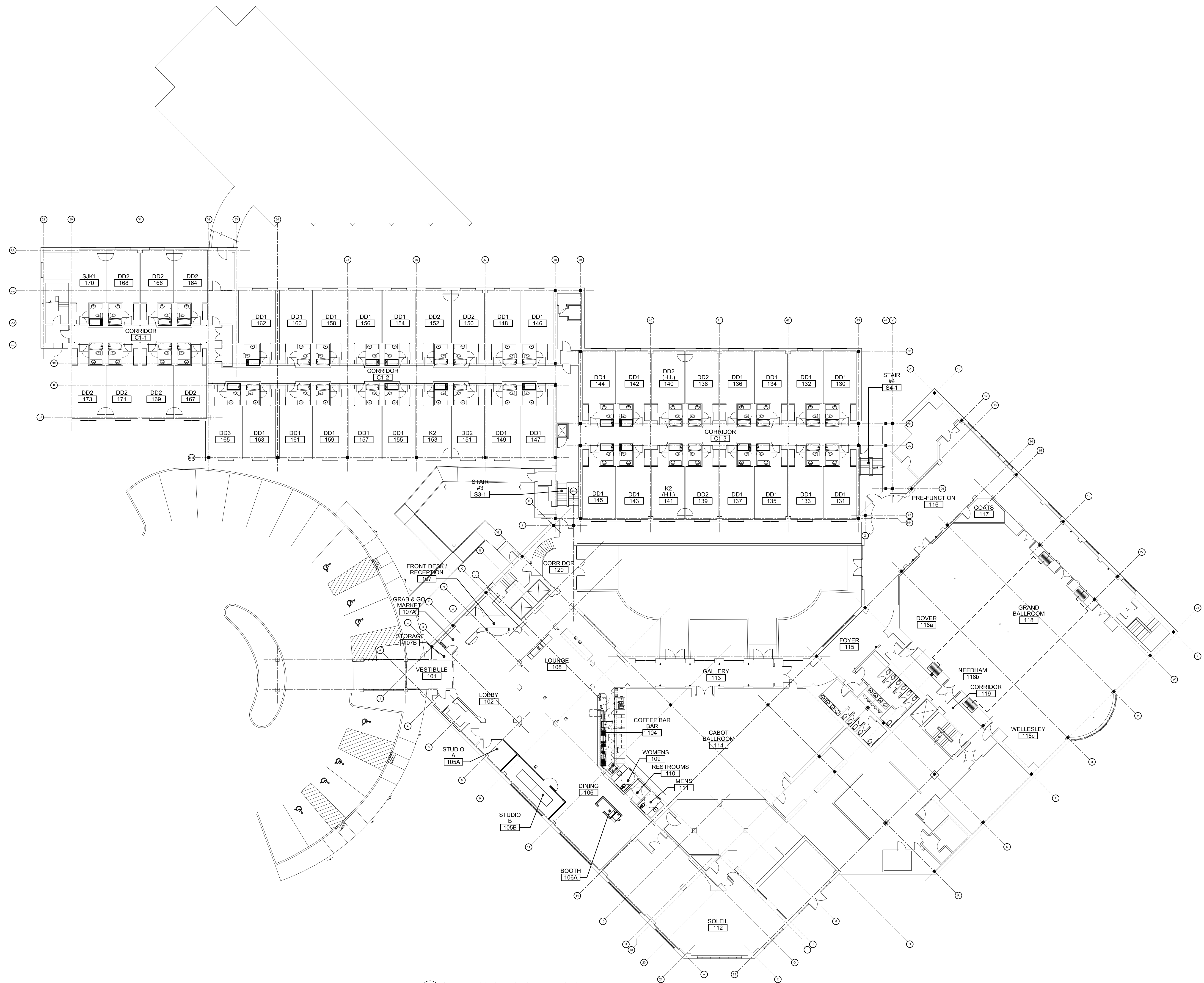
on the date first above written.

William Francis Galvin

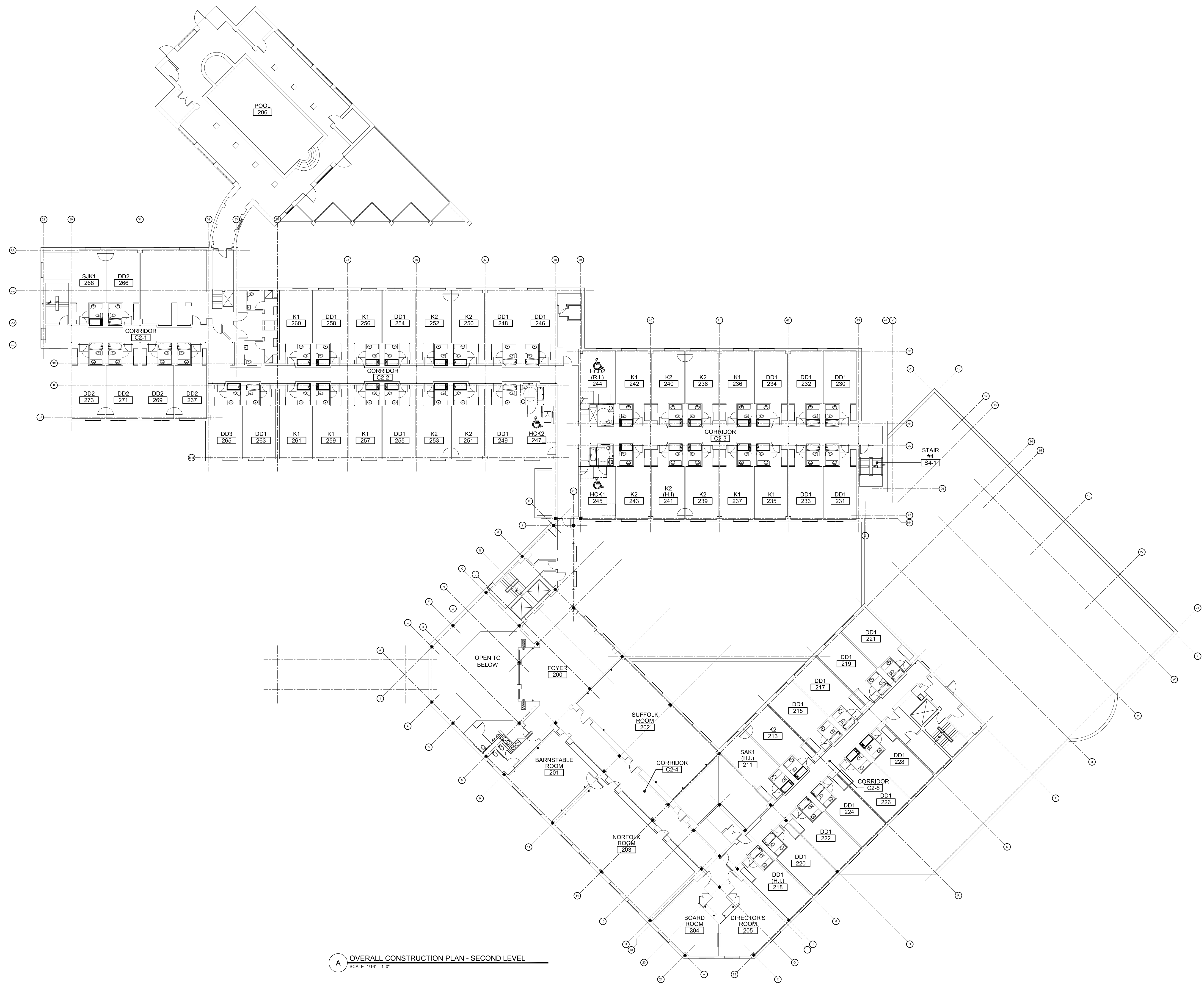
Secretary of the Commonwealth



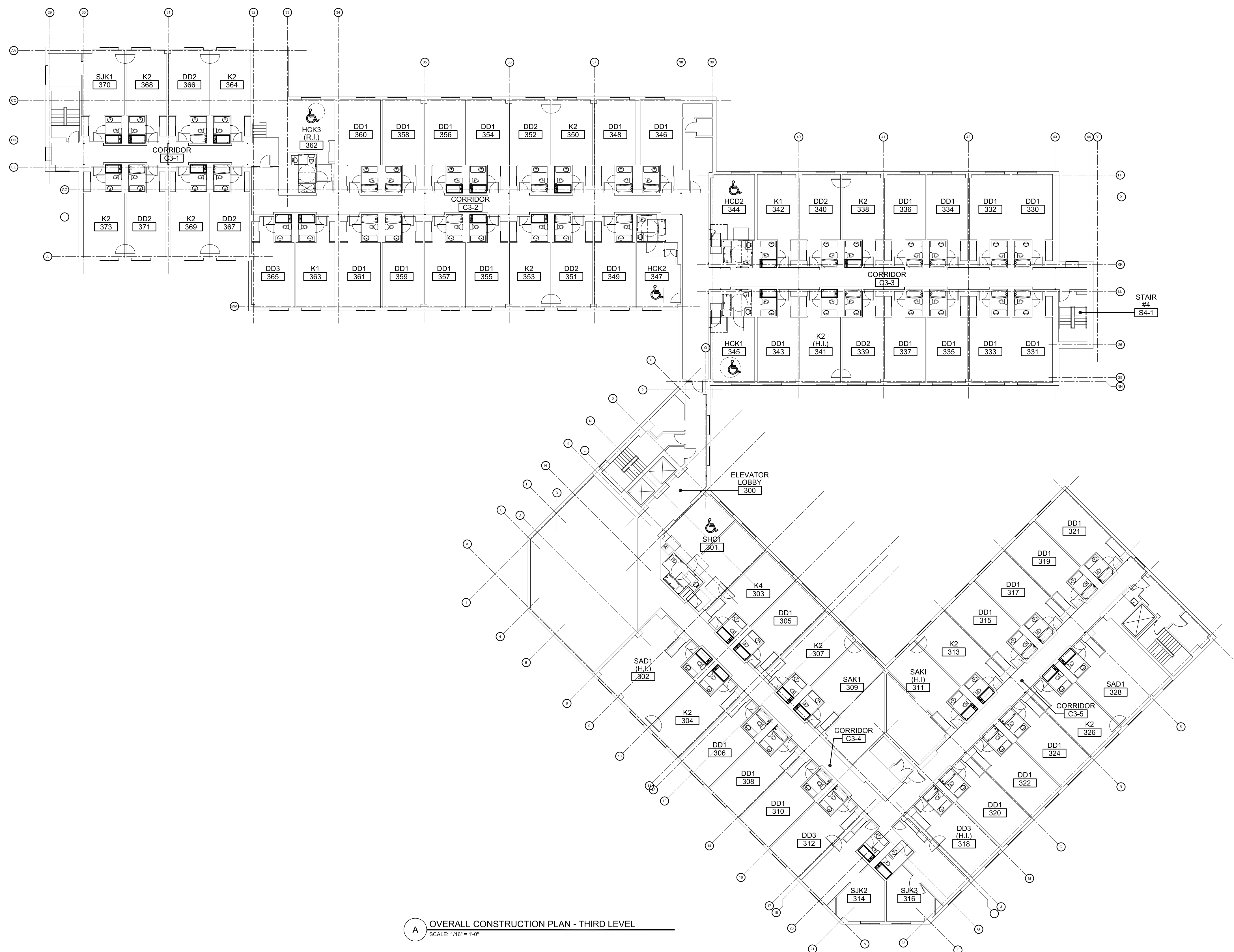
A OVERALL CONSTRUCTION PLAN - BASEMENT LEVEL
SCALE: 1/16" = 1'-0"

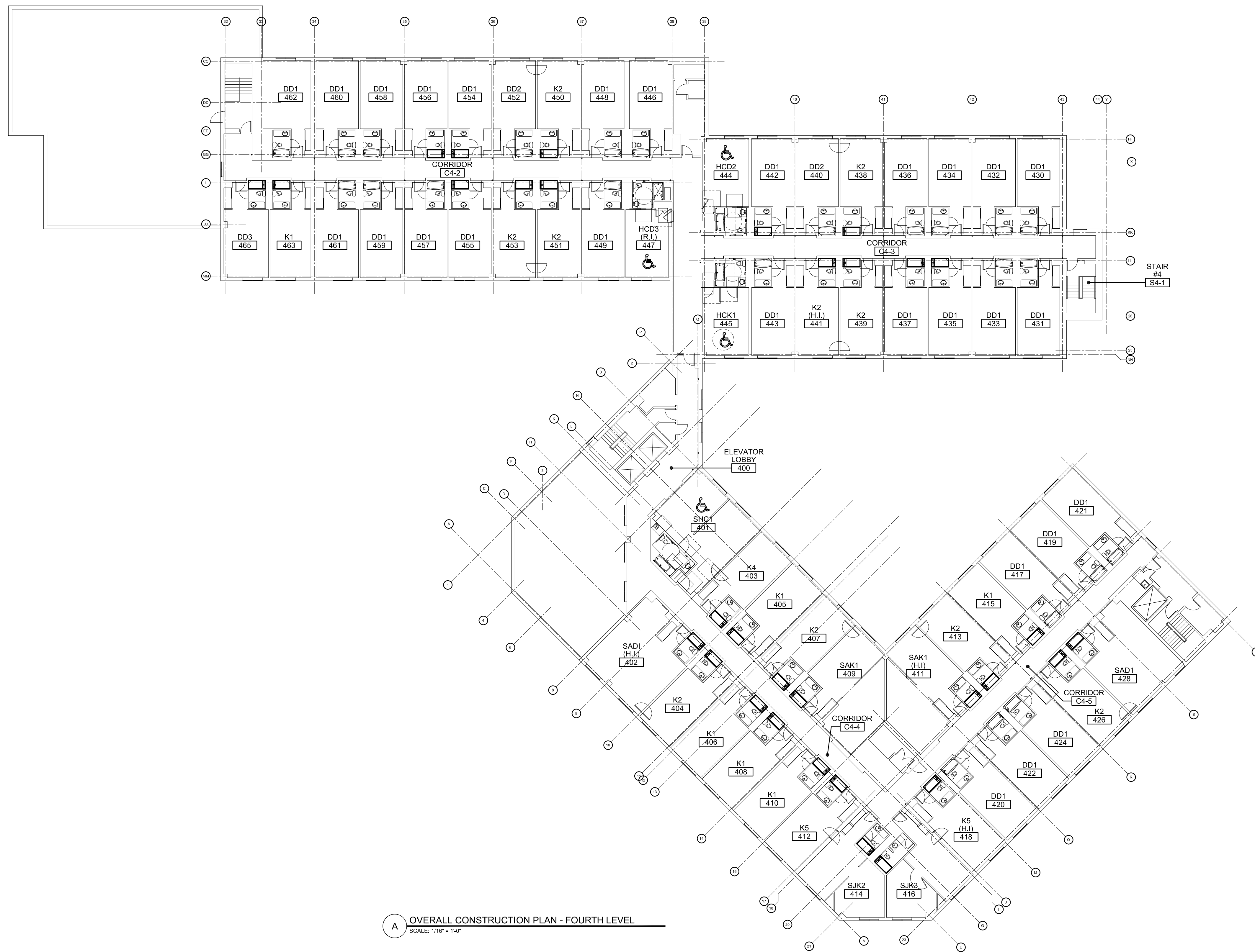


A OVERALL CONSTRUCTION PLAN - GROUND LEVEL
SCALE: 1/16" = 1'-0"

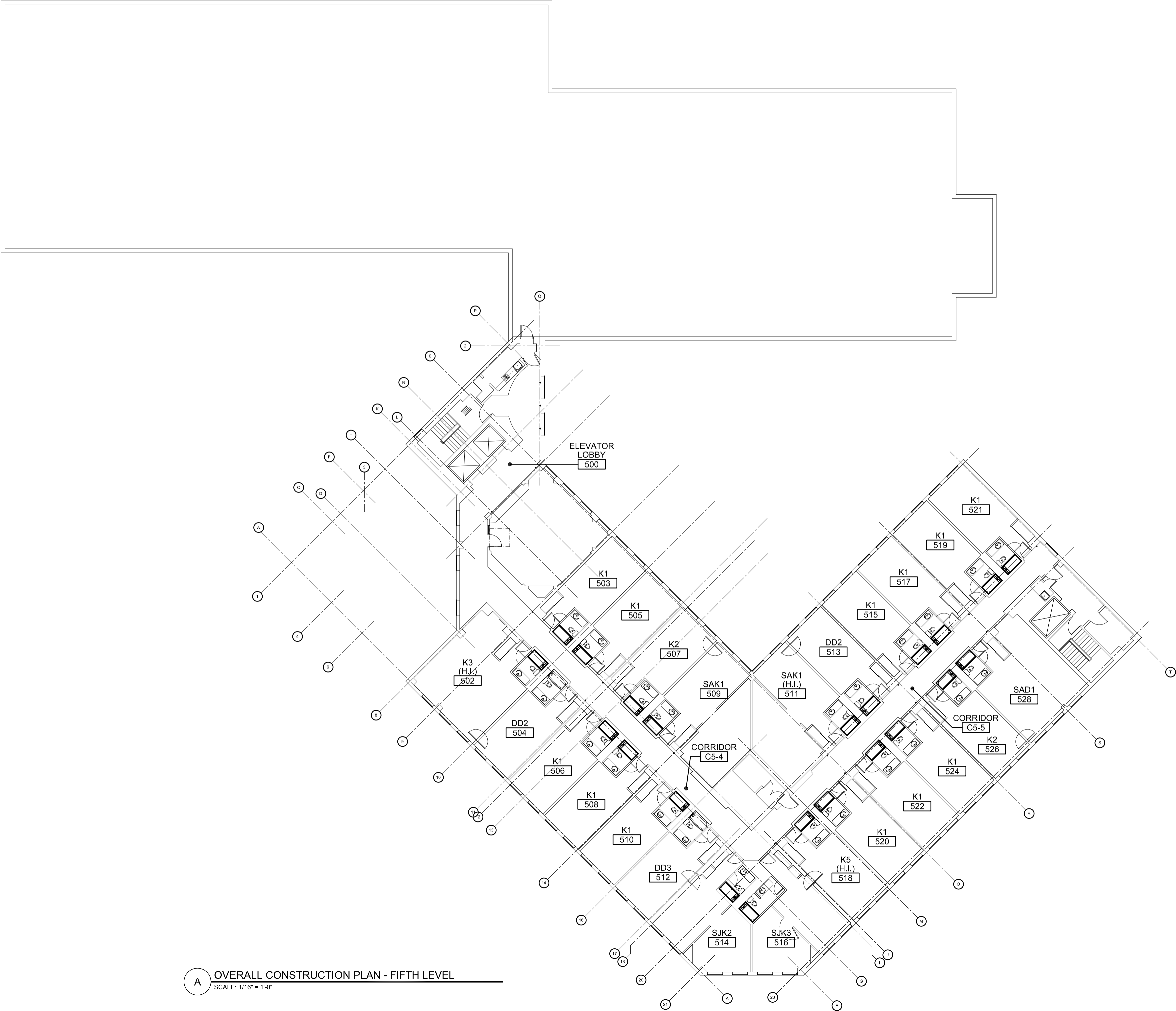


A OVERALL CONSTRUCTION PLAN - SECOND LEVEL
SCALE: 1/16" = 1'-0"





A OVERALL CONSTRUCTION PLAN - FOURTH LEVEL
SCALE: 1/16" = 1'-0"



A OVERALL CONSTRUCTION PLAN - FIFTH LEVEL
SCALE: 1/16" = 1'-0"

HOTEL MANAGEMENT AGREEMENT

THIS HOTEL MANAGEMENT AGREEMENT (this “Agreement”) is made as of the 4th day of March, 2021, between **Needham Lending Company, LLC**, a Delaware limited liability company (“Owner”), and **SSH Needham LLC**, a Delaware limited liability company (“Operator”).

RECITALS

A. Owner is the owner of a hotel (the “**Hotel**”) known as the Sheraton Boston Needham hotel located at 100 Cabot Street, Needham, MA 02494;

B. Owner and Operator desire to evidence their agreement with respect to the operation, direction, management, and supervision of the Hotel as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, Owner and Operator agree as follows:

ARTICLE I

THE HOTEL

1.1. Owner and Operator acknowledge that the Hotel consists of and contains:

- A. Building (the “**Building**”) with 247 guest rooms, restaurant, and lobby/lounge, together with the parcel of land on which the Building is located and any outdoor parking areas or other facilities located on such land;
- B. Mechanical systems and built-in installations (the “**Installations**”) of the Building including, but not limited to, heating, ventilation, air conditioning, electrical and plumbing systems, elevators and escalators, and built-in laundry, refrigeration and kitchen equipment;
- C. Furniture, furnishings, wall coverings, floor coverings, window treatments, fixtures and hotel equipment and vehicles (the “**FF&E**”);
- D. Chinaware, glassware, silverware, linens, and other items of a similar nature (the “**Operating Equipment**”);
- E. Stock and inventories of paper supplies, cleaning materials and similar consumable items and food and beverage (the “**Operating Supplies**”); and
- F. Indoor pool, fitness club, surface parking and meeting space.

ARTICLE II

OPERATING TERM

2.1. This Agreement shall have a term (the **"Operating Term"**) commencing on the later of (i) the date the Owner acquires title to the Hotel, and (ii) the date Owner sends a written notice to Operator commencing the Operating Term (the **"Commencement Date"**), and expiring on the third (3rd) anniversary of the Commencement Date (the **"Initial Term"**), unless sooner terminated in accordance with the provisions of this Agreement or unless extended as provided by the terms of this Agreement. This Agreement shall automatically renew for two (2) additional terms of one (1) year each (each a **"Renewal Term"**) unless either party gives the other party written notice of termination sixty (60) days before the end of the Initial Term or the then applicable Renewal Term. Any and all reference contained herein to Term shall be deemed to include the Operating Term, the Initial Term and the Renewal Term(s).

ARTICLE III

APPOINTMENT AND ENGAGEMENT OF OPERATOR

3.1. Owner hereby engages Operator as the exclusive operator of the Hotel during the Term and Operator hereby accepts such engagement.

3.2. Subject to the terms of this Agreement and the approved Budgets, Operator shall have control and discretion in all aspects of the operation, direction, management and supervision of the Hotel. Such control and discretion of Operator shall include, without limitation, the determination of credit policies (including entering into agreements with credit card organizations), terms of admittance, charges for rooms, food and beverage policies, employee wage, benefits and severance policies, entertainment and amusement policies, leasing, licensing and granting of concessions for commercial space at the Hotel, and all phases of advertising, promotion and publicity relating to the Hotel.

3.3. Operator shall operate the Hotel and all of its facilities and activities in the same manner as is customary and usual in the operation of similar hotels in the area of the Hotel to the extent consistent with the Budgets and the Hotel's facilities.

3.4. Operator will be reasonably available to consult with and advise Owner (on a monthly basis, and additionally at Owner's reasonable request), concerning all policies and procedures affecting all phases of the conduct of business at the Hotel. Outside of the monthly meetings, Owner agrees to consult directly with the Chief Operating Officer, Regional VP or Director of Operations or such other corporate level off-site employee of a like designation, as well as the General Manager at the Hotel, regarding the operations of the Hotel; provided, however in exchange for direct access to the General Manager, Owner agrees: (i) not to provide operational direction to any of the Hotel Employees, including, but not limited to the General Manager, (ii) interaction with the General Manager is limited solely to information collection, information delivery and operational queries for the off-site employees of Operator, and (iii) to include Regional VP or Director of Operations of Operator on all correspondence between Owner and General Manager, including, but not limited to

meeting/call invitations, carbon copies (cc:) on all email correspondence, or as otherwise required to keep Operator adequately apprised of such communications.

3.5. During the Term, Operator, as agent and for the account of Owner, shall in accordance with the Budgets (as defined in Section 8.4) and the other applicable provisions of this Agreement, and only to the extent Owner has provided sufficient funds therefor, either through Hotel operations or directly from Owner:

- A. Recruit, train, direct, supervise, employ and dismiss on-site staff (the “**Hotel Employees**”) for the operation of the Hotel, and in connection therewith establish and maintain an affirmative action plan for the Hotel;
- B. Develop and implement advertising, marketing, promotion, publicity and other similar programs for the Hotel;
- C. (i) Negotiate and enter into leases, licenses and concession agreements for stores, office space and lobby space at the Hotel (including without limitation, car rental counters and gift shops) and commercial space, if any, that is adjacent to or otherwise part of the Hotel (including without limitation, rooftop antennas) (collectively, the “**Leases**”), collect the rent under such Leases and otherwise administer the Leases and (ii) negotiate and enter into contracts for the provision of services to the Hotel;
- D. Upon receipt of all necessary information from Owner, apply for, process and take all necessary steps to procure and keep in effect in Owner’s name (or, if required by the licensing authority, in Operator’s name or both) all licenses and permits and the sales tax registration(s) required for the operation of the Hotel; provided, however, the parties agree that Owner will retain any licenses and permits associated with the sale or distribution of alcohol in Owner’s name throughout the Term of this Agreement;
- E. Purchase all FF&E, Operating Equipment and Operating Supplies necessary for the operation of the Hotel; provided, however, to the extent that Owner purchases any of the FF&E, Operating Equipment or Operating Supplies used in connection with the operation of the Hotel, Owner will provide to Operator sufficient information for Operator to maintain accurate books and records regarding sales tax accruals and pay such accruals out of Total Revenues from the Hotel;
- F. Provide routine accounting and purchasing services as required in the ordinary course of business;
- G. Comply with all applicable laws, ordinances, regulations, rulings and orders of governmental authorities affecting or issued in connection with the Hotel, as well as with orders and requirements of any board of fire underwriters or any other body which may exercise similar functions, so long as Owner promptly delivers to Operator any notice of violation thereof received by Owner;

- H. Cause all needed repairs and maintenance to the Hotel of which Operator is aware to be made;
- I. Subject to Section 3.6 below, use commercially reasonable efforts to operate the Hotel in accordance with any mortgage, deed of trust and/or hotel franchise agreement (collectively, "**Major Agreements**"); provided, however, Operator shall have no responsibility for causing the payment of any Fixed Charges or Owner Expenses (as defined in Section 7.2), unless expressly set forth in this Agreement;
- J. Prepare and maintain an annual Operating and Capital Budgets for the Hotel, as more fully set forth in Section 8.4, the Operating Budget of which shall include operating a first-class, full-service restaurant at the Hotel, with the overall goal to use good-faith efforts to maximizing the profitability of the Hotel (including the restaurant); provided, however and for the avoidance of doubt, Owner acknowledges and agrees that any such budgeted projections are not to be construed as a guaranty by Operator, and the performance of the Hotel will be subject to (and may be affected by) market changes in financial, economic and other conditions and circumstances beyond Operator's reasonable control; and
- K. Provide such other services as are required under the terms of this Agreement or as are customarily performed without additional fee by management companies of similar properties in the area of the Hotel.

3.6. Notwithstanding any other provision of this Agreement to the contrary, Operator's obligations with respect to any Major Agreement shall be limited to the extent summaries of the relevant provisions thereof, have been delivered to Operator sufficiently in advance to allow Operator to perform such obligations and (ii) the provisions thereof and/or compliance with such provisions by Operator (1) are applicable to the day-to-day operation, maintenance and non-capital repair and replacement of the Hotel or any portion thereof, (2) do not require contribution of capital or payments of Operator's own funds, (3) do not materially increase Operator's obligations hereunder or materially decrease Operator's other rights hereunder, (4) do not limit or purport to limit any corporate activity or transaction with respect to Operator or its affiliates or any other activity, transfer, transaction, property or other matter involving Operator or its affiliates other than at the site of the Hotel, and (5) are otherwise within the scope of Operator's duties under this Agreement. Owner acknowledges and agrees, without limiting the foregoing, that any failure of Operator or the Hotel to comply with the provisions of any Major Agreement arising out of (A) the condition of the Hotel, and/or the failure of the Hotel to comply with the provisions of such Major Agreement, prior to Operator's assuming the day-to-day management thereof, (B) construction activities at the Hotel, (C) inherent limitations in the design and/or construction of, location of and/or parking at the Hotel, (D) instructions from Owner to operate the Hotel in a manner inconsistent with the Major Agreements and/or (E) Owner's failure to approve any matter requested by Operator in Operator's reasonable good faith business judgment as necessary or appropriate to achieve compliance with any Major Agreement, shall not be deemed a breach by Operator of its obligations under this Agreement. Operator shall be entitled to rely on the summaries of the Major Agreements provided by Owner.

ARTICLE IV

AGENCY; HOTEL EMPLOYEES

4.1. In the performance of its duties as Operator of the Hotel, Operator shall act solely as agent of Owner. Nothing in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Owner and Operator. Except as otherwise provided in this Agreement, (a) all debts and liabilities to third persons incurred by Operator in the course of its operation and management of the Hotel in accordance with the provisions of this Agreement shall be the debts and liabilities of Owner only and (b) Operator shall not be liable for any such obligations by reason of its management, supervision, direction and operation of the Hotel as agent for Owner. Operator may so inform third parties with whom it deals on behalf of Owner and may take any other reasonable steps to carry out the intent of this paragraph.

4.2. All Hotel Employees shall be employees of Operator. All compensation (including without limitation all wages, fringe benefits and severance payments) of the Hotel Employees shall be an Operating Expense (as defined in Section 10.2) and shall be borne by Owner and paid or reimbursed to Operator out of the Operating Expense Account (as defined herein), or, if the funds therein are insufficient, out of the Agency Account (as hereinafter defined), or, if the amounts therein are insufficient, by Owner upon demand therefor by Operator. Owner acknowledges and agrees that Operator shall have the right, subject to consultation with Owner, to institute severance payment policies and bonus programs for the Hotel Employees so long as such policies are reasonable and customary in the industry. For the duration of this Agreement and for the twelve (12) month period after its termination or expiration, Owner will not solicit, either directly or indirectly, any Hotel Employee without Operator's prior written consent.

4.3. Operator may enroll the Hotel Employees in retirement, health and welfare employee benefit plans substantially similar to corresponding plans implemented in other hotels with similar service levels managed by Operator or first-class, full-service hotels in the area of the Hotel. Such plans may be joint plans for the benefit of employees at more than one hospitality property owned, leased or managed by Operator or its affiliates. Employer contributions to such plans (including any withdrawal liability incurred upon termination of this Agreement) and reasonable administrative fees which Operator may expend in connection therewith shall be the responsibility of Owner and shall be an Operating Expense. The administrative expenses of any joint plans will be equitably apportioned by Operator among properties covered by such plan. The apportionment shall be based upon the total costs of the administrative expenses multiplied by a fraction, the numerator of which is the total payroll expense of the Hotel, and the denominator of which is the total payroll expense of all hotels participating in the joint plans. Owner hereby acknowledges and agrees that (a) any employee benefit plan withdrawal liability and (b) compliance with the provisions of the Worker Adjustment and Retraining Notification Act and/or any similar state or local laws (together with all rules and regulations promulgated thereunder and including without limitation any such state or local laws, the "**WARN Act**") upon any disposition of the Hotel, upon any termination of this Agreement or upon the occurrence of any other event giving rise to the application of the WARN Act are the responsibility and obligation of Owner, and Owner hereby agrees to indemnify, defend and hold Operator harmless from and against any cost, expense, obligation, claim or other liability which Operator may incur arising out of or in connection with any employee benefit plan withdrawal

liability or any breach or claimed breach of the WARN Act in connection with any such disposition, termination or other occurrence.

4.4. Operator, in its discretion, may, as an Operating Expense of the Hotel, (i) provide lodging up to 6 nights per calendar month and, with Owner's prior written approval, in excess of 10 nights per calendar month for Operator's executive employees visiting the Hotel in connection with the performance of Operator's services and allow them the use of Hotel facilities and (ii) provide the General Manager of the Hotel and other Hotel Employees temporary living quarters within the Hotel and the use of all Hotel facilities, in either case without charge, as the case may be.

4.5. Operator shall not be liable for any failure of the Hotel to comply prior to the Commencement Date with any federal, state, local and foreign statutes, laws, ordinances, regulations, rules, permits, judgments, orders and decrees affecting labor union activities, civil rights or employment in the United States, including, without limitation, the Civil Rights Act of 1870, 42 U.S.C. §1981, the Civil Rights Acts of 1871, 42 U.S.C. §1983 the Fair Labor Standards Act, 29 U.S.C. §201, et seq., the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq., as amended, the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621, et seq., the Rehabilitation Act, 29 U.S.C. §701, et seq., the Americans With Disabilities Act of 1990, 29 U.S.C. §706, 42 U.S.C. §12101, et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 301, et seq., the Equal Pay Act, 29 U.S.C. §201, et seq., the National Labor Relations Act, 29 U.S.C. §151, et seq., and any regulations promulgated pursuant to such statutes (collectively, as amended from time to time, and together with any similar laws now or hereafter enacted, the **"Employment Laws"**).

4.6. Operator shall from time to time develop and implement policies, procedures and programs for the Hotel (collectively, the **"Employment Policies"**) reasonably designed to effect compliance with the Employment Laws. The Employment Policies shall be consistent with industry standards from time to time for reputable hotel management companies.

4.7. Owner shall have the right to interview and approve the hiring of the (1) General Manager, (2) Director of Sales and Marketing, (3) Director of Revenue Management, (4) Controller and (5) Director of Food and Beverage (the **"Key Employees"**). Operator shall submit to Owner the resumes of the Key Employees and Owner shall have the right to interview and approve the hiring of each of the Key Employees prior to such persons being hired and/or assigned to the Hotel by Operator. Owner agrees to provide such consent and approval (or rejection thereof) within five (5) days of the submittal of such candidate to Owner, with any failure to respond within such five (5) day period to be deemed an approval of such candidate.

ARTICLE V

PROVISION OF FUNDS

5.1. In performing its services under this Agreement, Operator shall act solely as agent and for the account of Owner. Operator shall not be deemed to be in default of its obligations under this Agreement to the extent it is unable to perform any obligation due to the lack of available funds from the operation of the Hotel or as otherwise provided by Owner.

5.2. Operator shall in no event be required (i) to advance any of its funds (whether by waiver or deferral of its management fees or otherwise) for the operation of the Hotel or (ii) to incur any liability unless Owner shall have furnished Operator with funds necessary for the discharge thereof prior to incurring such liability. Owner acknowledges and agrees to reimburse Operator for all of the costs and fees associated with the use of independent professionals or other third parties who perform services required or permitted hereunder, including without limitation, third parties providing legal services to Operator in connection with matters involving the Hotel (excluding matters in dispute between Owner and Operator), which services shall be reimbursed at the direct costs charged to Operator for the provision of such services.

ARTICLE VI

CENTRALIZED SERVICES; MULTI-PROPERTY PROGRAMS; INFORMATION TECHNOLOGY

6.1. Operator may, subject to the Budgets, provide or cause its affiliated companies to provide for the Hotel and its guests the full benefit of any reservations system hereafter established by Operator or its affiliates and provide, or cause its affiliated companies to provide, such aspects of any accounting or purchasing services, other group benefits and services, revenue management services, on-site sales training, associate satisfaction surveys, Operator's national training program and other training as are made available generally to similar properties managed by Operator (individually and collectively, "**Centralized Services**"). Subject to the provisions of the approved Budget, Operator or such of Operator's affiliated companies as provide Centralized Services shall be entitled to be reimbursed for the Hotel's share of the total costs that are reasonably incurred in providing such Centralized Services on a system-wide basis to hotels and motels managed by Operator or its affiliates which costs may include, without limitation, salaries (including payroll taxes and employee benefits) of employees and officers of Operator and its affiliates, costs of all equipment employed in the provision of such services and a reasonable charge for overhead. The Hotel's share of such costs shall be determined in an equitable manner by Operator and substantiated to Owner after each Fiscal Year (as hereinafter defined), shall be an Operating Expense of the Hotel and shall be borne by Owner and paid or reimbursed to Operator out of the Operating Expense Account, or, if the funds therein are insufficient, out of the Agency Account, or, if the amounts therein are insufficient, by Owner upon demand therefor by Operator. Operator shall maintain and make available to Owner invoices or other evidence supporting all of the charges for Centralized Services. Notwithstanding the foregoing, Operator's fee for providing accounting services and revenue management services shall be the Accounting Service Fee and Revenue Management Service Fee (as defined in Section 9.2 and Section 9.3, respectively, hereof). Owner acknowledges and agrees that (i) Operator has disclosed to Owner the types of Centralized Services Operator currently makes available to properties which it operates, (ii) the Hotel is likely to receive substantial benefit from its participation in such Centralized Services, (iii) Operator is not obligated to provide such Centralized Services under Article III of this Agreement, (iv) Operator is entitled to payment for such Centralized Services in the manner set forth above in addition to its Basic Fee, and (v) the receipt by Operator of any such payment does not breach any fiduciary or other duty which Operator may have to Owner.

6.2. Owner acknowledges and agrees that Operator may in Operator's discretion enter into certain purchasing, maintenance, service or other contracts with respect to the Hotel (collectively, "**Multi-Property Programs**") pursuant to which Operator or affiliates of Operator receive rebates, discounts, cash or other incentives, administration fees, concessions, profit participations, stock or stock options, investment rights or similar payments or economic consideration (collectively, "**Rebates**") from or in, as applicable, the vendors or suppliers of goods or services provided under such Multi-Property Programs. Owner acknowledges and agrees that (i) Operator has disclosed to Owner the types of Multi-Property Programs Operator currently makes available to properties which it operates and (ii) the Hotel is likely to receive substantial benefit from its participation in such Multi-Property Programs which the Hotel could not obtain on its own, and (iii) any and all Rebates are the property of Owner after the deduction of any administrative costs associated with operating or administering of the Multi-Property Programs. To the extent the Rebates from the Multi-Property Programs exceed all costs and expenses in managing and overseeing the Multi-Property Programs during any Fiscal Year, such excess shall be allocated ratably among all of the hotels that participated in the Multi-Property Programs. The excess is allocated by multiplying the amount of such excess by a fraction, the numerator of which is the total amount of purchases through the Multi-Property Programs made by the Hotel and the denominator of which is the total amount of purchases through the Multi-Property Programs made by all of the hotels managed by Operator that participate in the Multi-Property Programs.

6.3. The Hotel shall incur, as an Operating Expense, fees for certain information technology services, including, but not limited to: (i) accounting support services, pursuant to Section 9.2, (ii) Operator's IT Central Support Services (support desk and e-mail services), (iii) Operator's system support (centralized sales and catering software application), (iv) license fees equal to the Operator's actual costs for use of certain Microsoft software applications at the Hotel, and (v) connectivity and support (connection to Operator's software applications via secure internet connection). In addition, Owner shall pay the costs of all information technology equipment and software (including, without limitation, monitors, printers, time clocks, software systems) as may be reasonably necessary from time to time to (i) comply with the operating standards required by the Major Agreements, (ii) make reasonable adaptations to changing technology (such as bandwidth demand and Payment Card Industry security standards), and (iii) to be otherwise consistent with industry standards for similar hotel operations. A list of the fees payable to Operator pursuant to this Section 6.3 is attached hereto as Exhibit A (the "**IT Fees**"), subject to change as set forth in the Budgets for each Fiscal Year. Commencing one month prior to the Opening Date and continuing throughout the term, such fees shall be incurred by the Hotel and payable to Operator on a monthly basis. All IT Fees shall be an Operating Expense, shall be included in the Budgets and shall be paid or reimbursed to Operator out of the Operating Expense Account, or, if the funds therein are insufficient, out of the Agency Account, or, if the funds therein are insufficient, by Owner.

6.4 To the extent requested by Owner, Operator may provide project management services in connection with the procurement and installation of information technology for the Hotel on terms and conditions (including separate fees for such services) mutually agreed upon by Owner and Operator.

ARTICLE VII

WORKING CAPITAL AND BANK ACCOUNTS

7.1. Owner will provide Operator with working capital for the Hotel in the amount of \$1,000 per room (the “**Working Capital**”). Owner shall at all times provide, either from Total Revenues or from other funds of Owner, sufficient funds as determined in the good faith business judgment of Operator to constitute normal working capital for the uninterrupted and efficient operation of the Hotel (but which, in no event, shall be an amount less than the Working Capital), including without limitation funds sufficient to operate, maintain and equip the Hotel in accordance with all Major Agreements and to maintain the Hotel in a first-class physical condition (“**Minimum Working Capital**”). The Working Capital amount required under this Section 7.1 shall be increased (but not decreased) annually on the first day of each succeeding Fiscal Year by the same percentage as any percentage increase in the CPI (as defined in Section 8.6) from the first day of the prior Fiscal Year through the first day of such succeeding Fiscal Year.

Upon Operator’s notice to Owner that additional funds are required to pay necessary Operating Expenses (including but not limited to payroll expenses), Owner shall immediately provide the funds necessary to pay such Operating Expenses. Any such failure to provide such funding shall constitute a breach under this Agreement. If Operator chooses to fund any such expenses (which shall be totally at Operator’s sole discretion), Operator may, in addition to all other rights, repay itself as soon as any funds are available, and pay itself interest upon such sum from the date payment was made at a rate equal to the Prime Rate plus three hundred (300) basis points.

7.2. Subject to Section 9.5 below, all funds, including Working Capital furnished by Owner, received by Operator in the operation of the Hotel shall be deposited in a special account or accounts bearing the name of the Hotel (the “**Agency Account**”), and on the first business day of each calendar week, Operator shall transfer, from the Agency Account to a special account or accounts bearing the name of the Hotel (the “**Operating Expense Account**”), funds in the amount necessary to maintain a minimum balance in the Operating Expense Account equal to Minimum Working Capital. The Agency Account and the Operating Expense Account shall be in such federally insured bank, savings and loan or trust company as may be selected by Operator and reasonably approved by Owner. Any successor or substitute bank, savings and loan or trust company shall be selected in the same manner. Operator shall pay all Operating Expenses and Fixed Charges on behalf of Owner from the Operating Expense Account or, if the funds therein are insufficient, out of the Agency Account; provided, however, that Operator shall not be obligated to pay any Operating Expenses or Fixed Charges in the event that such funds are not currently available in the Operating Expense Account or the Agency Account. Upon Owner’s written request and direction, Operator shall pay on behalf of Owner from the Operating Expense Account or, if the funds therein are insufficient, out of the Agency Account (but only to the extent that such funds are available in the Operating Expense Account or the Agency Account following the payment of all Operating Expenses and Fixed Charges), such other fixed expenses and distributions as may be requested by Owner (e.g., debt service, ground lease payments, capital costs, etc.)(“**Owner Expenses**”); provided, however, Operator will not be required to pay such Owner Expenses until Operator receives Owner’s written request and direction to do so (including copies of any material agreements) (“**Owner’s Expense Notice**”). Owner agrees to provide Owner’s Expense Notice at least thirty (30) days prior to the date

on which the first payment by Operator is due, and such Owner's Expense Notice shall only be revocable upon thirty (30) days prior written notice from Owner.

7.3. The (i) Agency Account and the FF&E Reserve Account (as defined in Section 11.1), shall be in the name of Owner and shall be under the joint control of Operator and Owner, and (ii) Operating Expense Account shall be in the name of Owner and under the control of Operator as agent for Owner. Checks or other documents of withdrawal from (i) the Agency Account may be signed by representatives of Operator or Owner, and (ii) the Operating Expense Account may be signed by representatives of Operator only; provided that, such representatives of Operator shall be bonded or otherwise insured in a manner reasonably satisfactory to Owner. The premiums for bonding or other insurance shall be an Operating Expense except for premiums for bonding off-site executive employees of Operator. No later than ninety (90) days following the expiration or termination of this Agreement, but subject to Section 18.8, all remaining amounts in the Agency Account, Operating Expense Account and the FF&E Reserve Account shall be transferred to Owner.

ARTICLE VIII

BOOKS, RECORDS AND STATEMENTS; BUDGETS

8.1. Operator shall keep full and accurate books of account and other records for: (i) the Hotel, reflecting the results of the operation of the Hotel accordance with the "Uniform System of Accounts" (Eleventh Revised Edition 2015, as further revised from time to time) as adopted by the American Hotel and Motel Association of the United States and Canada (the "**Uniform System**") with such exceptions as may be required by the provisions of this Agreement; provided, however, that Operator may, with prior notice to Owner, make such modifications to the methodology in the Uniform System as are consistent with Operator's standard practice in accounting for its operations under management contracts generally, so long as such modifications do not affect the determination of Total Revenues, Operating Expenses or Fixed Charges under Article X (the "**Hotel Financials**"), and (ii) Owner, unless Owner provides written notice to Operator, that Owner will maintain its own books and records (the "**Owner Financials**"). Except for the books and records which may be kept in Operator's home office or other suitable location pursuant to the adoption of a central billing system or other centralized service, the books of account and all other records relating to or reflecting the operation of the Hotel shall be kept at the Hotel and shall be available to Owner and its representatives at all reasonable times for examination, audit, inspection and transcription. All of such books and records including, without limitation, books of account, guest records and front office records, shall be the property of Owner. Upon any termination of this Agreement, physical possession of all of such books and records shall be transferred to Owner, but shall thereafter be available to Operator at all reasonable times for inspection, audit, examination and transcription for a period of five (5) years. Owner shall reimburse Operator for any costs or expenses incurred by Operator in connection with any assistance requested by Owner to determine the inventory of books and records for retention, which determination shall be Owner's responsibility; provided, however, that Owner shall be specifically required to, and Operator may, retain a copy of all sales tax returns and supporting documents relating to all tax reporting periods for the Hotel covered by the Term.

8.2. Operator shall deliver to Owner within twenty (20) days after the end of each month, the following items (collectively, the “**Monthly Reports**”):

A. Hotel Financials shall include:

- i. An executive summary;
- ii. A balance sheet as of the last day of the applicable month;
- iii. An income and expense statement for the applicable month;
- iv. cash flow statement as of the last day of if the applicable month;
- v. Detailed departmental income and expense statements for the applicable month;
- vi. An operating forecast;
- vii. A cash flow forecast;
- viii. Capital expense additions report;
- ix. Market segmentation report (included in income statement);
- x. Group sales pace report;
- xi. STR Report;
- xii. Accounts payable aging;
- xiii. Accounts receivable aging; and
- xiv. Such other monthly reports as Owner may reasonably request and to which Operator agrees in writing.

B. Owner Financials shall include:

- i. A statement of cash flow;
- ii. A statement of Owner’s equity;
- iii. An income statement;
- iv. A balance sheet; and
- v. Such other monthly reports as Owner may reasonably request and to which Operator agrees in writing.

The Monthly Reports shall be prepared in accordance with the Uniform System and/or other applicable generally accepted accounting principles (“**GAAP**”) unless otherwise set forth in this Agreement.

8.3. Preliminary year-end financial statements for the Owner and Hotel (including a balance sheet, income statement and statement of sources and uses of funds) shall be prepared and delivered to Owner within thirty (30) days after the end of the Fiscal Year (the “**Annual Report**”), with such Annual Report thereafter to be certified by an independent certified public accountant upon the request of Owner, with such independent certified public accountant to be mutually agreed upon by Owner and Operator. Such accountant shall address any findings, reports or opinions that concern Operator’s work under this Agreement to both Operator and Owner. Owner shall pay the cost of such audit and Operator shall provide reasonable assistance with such accountant in the preparation of such statements.

8.4. Within forty-five (45) days following the after Owner takes title to the Hotel, and thereafter, on or before each November 15th during the Term, Operator shall submit to Owner for the next Fiscal Year the following items (collectively, the “**Budgets**”):

- A. An operating budget (the “**Operating Budget**”) setting forth in reasonable line-item detail the projected income from and expenses of all aspects of the operations of the Hotel, including but not limited to, the restaurant;
- B. A capital budget (the “**Capital Budget**”) setting forth in reasonable line-item detail proposed capital projects and expenditures for the Hotel including but not limited to FF&E expenditures which, if any, will be expensed in the then current Fiscal Year in accordance with GAAP; and
- C. Such other reports or projections as Owner may reasonably request and to which Operator agrees in writing.

The Budgets shall be prepared in accordance with the Uniform System to the extent applicable and shall otherwise be prepared in accordance with Operator’s standard financial reporting and budgeting practices. Owner shall notify Operator in writing of its approval or disapproval of the Budgets not later than fifteen (15) days after the delivery of the Budgets to Owner and, if Owner disapproves any such Budget, Owner shall state in such notice the reasons therefor with reasonable particularity. In the event Owner fails to notify Operator in writing of its approval or disapproval of any Budget on or before the expiration of such fifteen (15) day approval period, then such Budget shall be deemed approved by Owner. Notwithstanding anything to the contrary contained in this Agreement, Operator is not warranting or guaranteeing in any respect that the actual operating results of the Hotel during the period covered by the Budgets will not materially vary from the Budgets. The Budgets are an estimate only and unforeseen circumstances, including but not limited to, cost of labor, material, services and supplies, casualty, law, economic or market conditions may make adherence to the Budgets impracticable.

8.5. Upon approval of the Budgets by Owner, Operator shall use diligent and commercially reasonable efforts to operate the Hotel substantially in accordance with the Budgets. Operator shall not, without Owner’s prior approval:

- A. Incur any expense for any line-item in the Operating Budget which causes the aggregate expenditures for such line-item to exceed the budgeted amount by the greater of (i) 10% or (ii) \$5,000 for the applicable fiscal period set forth in the Operating Budget, provided that Operator may at Owner’s cost and expense, without Owner’s approval, (w) pay any expenses (the “**Necessary Expenses**”) regardless of amount, which are necessary for the continued operation of the Hotel in accordance with the requirements of any Major Agreement and the operational standards set forth in this Agreement and which are not within the reasonable control of Operator (including, but not limited to, those for insurance, taxes, utility charges and debt service), (x) pay any expenses (the “**Emergency Expenses**”) regardless of amount which, in Operator’s good faith judgment, are immediately necessary to protect the physical integrity or lawful operation of Hotel or the health or safety of its occupants,

(y) pay any third-party operating expenses which are commercially desirable to be incurred in order to obtain unbudgeted Hotel revenue in the ordinary course of operating the Hotel in accordance with the then current business plan provided that such unbudgeted revenue is sufficient in Operator's professional judgment to offset such expenses ("**Opportunity Expenses**"); and/or (z) earn Basic Fees above the amounts projected in the approved Budget; or

- B. Incur any expense for any line-item in the Capital Budget which causes the aggregate expenditures for such line-item to exceed the budgeted amount by the greater of (i) 10% or (ii) \$5,000, provided that Operator may, without Owner's approval, pay any Emergency Expenses which are capital in nature.

8.6. If the Budgets (or any component of the Budgets) with respect to any Fiscal Year are disapproved by Owner as provided in Section 8.4 then, until approval of the Budgets (or such components) by Owner, Operator until the resolution of such dispute shall cause the Hotel to be operated substantially in accordance with most recent approved Budgets, except for, or as modified by, (a) those components of such Budgets for the applicable Fiscal Year approved by Owner, (b) an adjustment to the disputed Budgets so as to increase (but not decrease) disputed expense items by the same percentage as any percentage increase in the Consumer Price Index - All Urban Consumers (U.S. City Average) (1982-1984=100), or any successor index thereto appropriately adjusted (the "**CPI**"), from the CPI in effect on the first day of the first month of the Fiscal Year applicable to such last approved Budget to the CPI in effect on the first day of the first month of the Fiscal Year applicable to the disputed Budgets, (c) Necessary Expenses which shall be paid as required, (d) Emergency Expenses which shall be paid as required and (e) Opportunity Expenses.

ARTICLE IX

MANAGEMENT FEES AND PAYMENTS TO OPERATOR AND OWNER

9.1. Commencing as of the Commencement Date, Owner shall pay to Operator, on a monthly basis, for services rendered under this Agreement a management fee (the "**Basic Fee**") equal to the greater of two and a half percent (2.5%) of Total Revenues or seven thousand five hundred thousand dollars (\$7,500) per month during the Initial Term.

9.2. Owner shall pay to Operator, on a monthly basis, for its accounting services a fee (the "**Accounting Service Fee**") equal to THREE THOUSAND DOLLARS (\$3,000) per month during the Term and for three (3) months after the termination of this Agreement. The Accounting Services Fee shall be increased (but not decreased) annually on the first day of each succeeding Fiscal Year by the same percentage as any percentage increase in the CPI from the first day of the prior Fiscal Year through the first day of such succeeding Fiscal Year. To the extent that Operator performs accounting Owner-level accounting services, as more fully set forth in Section 8.1, including the preparation of Owner Financials, the Accounting Service Fee shall be increased by ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) per month.

9.3. Owner shall pay to Operator, on a monthly basis, for its revenue management services a fee (the “**Revenue Management Service Fee**”) equal to TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per month during the Term. The Revenue Management Service Fee shall be increased (but not decreased) annually on the first day of each succeeding Fiscal Year by the same percentage as any percentage increase in the CPI from the first day of the prior Fiscal Year through the first day of such succeeding Fiscal Year.

9.4. In each month during the Term, Operator shall be paid out of the Operating Expense Account or, if the funds therein are insufficient, out of the Agency Account the following payments for the preceding month: (a) the Basic Fee, (b) the Accounting Services Fee, (c) the Revenue Management Service Fee and (d) any expense reimbursements due to Operator, as determined from the monthly income and expense statement. Such payment shall be due and made upon delivery of the income and expense statement for such month and shall be deducted by Operator out of the Operating Expense Account or, if the funds therein are insufficient, out of the Agency Account.

9.5. On or before the twentieth (20th) day following the last day of each calendar month (or such other fiscal period as Owner and Operator may determine) during each Fiscal Year of the Initial Term, after (a) payment of Operating Expenses, Fixed Charges and, to the extent the same are to be paid by Operator under this Agreement, debt service, ground rent, capital costs and other amounts, (b) deposits to the FF&E Reserve Account in accordance with the Budget, (c) any required payment to Operator pursuant to Section 9.6 below, and (d) retention in the Operating Expense Account of an amount equal to the Minimum Working Capital, as required under Section 7.1 above, all remaining funds in the Agency Account shall be paid to Owner.

9.6. At the end of each Fiscal Year and following receipt by Owner of the annual audit set forth in Section 8.3, an adjustment will be made, if necessary, based on the audit so that Operator shall have received the accurate Basic Fee for such Fiscal Year. Within thirty (30) days of receipt by Owner and Operator of such audit, Operator shall either (a) place in the Agency Account or remit to Owner, as appropriate, any excess amounts Operator may have received for such fees during such calendar year or (b) be paid out of the Operating Expense Account or, if the funds therein are insufficient, out of the Agency Account or by Owner, as appropriate, any deficiency in the amounts due Operator for the Basic Fee. If such annual audit does not reveal that adjustment should be made to the calculation of the fees payable to Operator, the calculation of the fees shall be deemed final unless Owner objects to such calculation within ninety (90) days after the end of the applicable Fiscal Year.

9.7. Owner shall be liable for and shall pay or indemnify Operator for any applicable sales, use, excise consumption or similar taxes that are payable to any taxing jurisdiction with respect to any fees, reimbursements or other amounts due to Operator under this Agreement to ensure that the net amount of such fees, reimbursements or other amounts received by Operator shall be equal to the full amount that Operator would have otherwise received if no such taxes applied to such amounts.

ARTICLE X

CERTAIN DEFINITIONS

10.1. A. The term **“Total Revenues”** shall mean all income, revenue and proceeds resulting from the operation of the Hotel and all of its facilities (net of refunds and credits to guests and other items deemed “Allowances” under the Uniform System) which are properly attributable under the Uniform System to the period in question. Subject to Section 10.1(B), Total Revenues shall include, without limitation, all amounts derived from:

- (i) The rentals of rooms, banquet facilities and conference facilities;
- (ii) The sale of food and beverage whether sold in a bar, lounge or restaurant, delivered to a guest room, sold through an in-room facility or vending machines, provided in meeting or banquet rooms or sold through catering operations, including for any events held off-site of Hotel premises;
- (iii) Charges for admittance to or the use of any parking facilities, recreational facilities or any entertainment events at the Hotel;
- (iv) Rentals paid under Leases;
- (v) Banquet service charges;
- (vi) Charges for other Hotel services or amenities, including, but not limited to, telephone service, in-room movies, laundry services and spa services; and
- (vii) The gross revenue amount on which the proceeds of business interruption or similar insurance are determined, with respect to any period for which such proceeds are received.

B. Total Revenues shall not include:

- (i) Sales or use taxes or similar governmental impositions collected by Owner or Operator;
- (ii) Tips and other gratuities received by Hotel Employees;
- (iii) Proceeds of insurance except as set forth in Section 10.1(A);
- (iv) Proceeds of the sale or condemnation of the Hotel, any interest therein or any other asset of Owner not sold in the ordinary course of business, or the proceeds of any loans or financings;
- (v) Capital contributed by Owner to the Hotel; and
- (vi) The receipts of any tenant, licensee or concessionaire under a Lease.

10.2. A. The term **“Operating Expenses”** shall mean all costs and expenses of maintaining, conducting and supervising the operation of the Hotel and all of its facilities which are properly

attributable under the Uniform System to the period in question. Operating Expenses shall include, without limitation:

- (i) The cost of all Operating Equipment and Operating Supplies;
- (ii) Salaries and wages of Hotel personnel, including costs of payroll taxes, employee benefits and severance payments. The salaries or wages of off-site employees or off-site executives of Operator shall not be Operating Expenses, provided that if it becomes necessary for an off-site employee or executive of Operator to temporarily perform services at the Hotel of a nature normally performed by Hotel Employees, their salary (including payroll taxes and employee benefits) for such period only as well as their traveling expenses shall be Operating Expenses and reimbursed to Operator;
- (iii) The cost of all other goods and services obtained in connection with the operation of the Hotel including, without limitation, heat and utilities, laundry, landscaping and exterminating services and office supplies;
- (iv) The cost of all non-capital repairs to and maintenance of the Hotel;
- (v) Insurance premiums (or the allocable portion thereof in the case of blanket policies) for all insurance maintained under Article XII (other than insurance against physical damage to the Hotel) and losses incurred on any self-insured risks (including deductibles);
- (vi) All taxes, assessments, permit fees, inspection fees, and water and sewer charges and other charges (other than income or franchise taxes) payable by or assessed against Owner with respect to the operation of the Hotel, excluding Property Taxes (as defined in Section 10.3);
- (vii) Legal fees and fees of any independent certified public accountant for services directly related to the operation of the Hotel and its facilities;
- (viii) All expenses for advertising the Hotel and all expenses of sales promotion and public relations activities;
- (ix) All out-of-pocket expenses and disbursements reasonably incurred by Operator, pursuant to, in the course of, and directly related to, the management and operation of the Hotel under this Agreement, which fees and disbursements shall be paid out of the Operating Expense Account or, if the funds therein are insufficient, out of the Agency Account or paid or reimbursed by Owner to Operator upon demand. Without limiting the generality of the foregoing, such charges may include all reasonable travel, telephone, telegram, facsimile, air express and other incidental expenses and any fees or expenditures required for Operator to operate the Hotel in the given jurisdiction, but, except as otherwise provided in this Agreement, shall

not include any of the regular expenses of the central offices maintained by Operator, other than offices maintained at the Hotel for the management of the Hotel. Operator shall maintain and make available to Owner invoices or other evidence supporting such charges;

- (x) The Accounting Service Fee, the Revenue Management Services Fee and any fees or tax levied on those charges by the local jurisdiction;
- (xi) Periodic payments made in the ordinary course of business under any applicable franchise agreement;
- (xii) Any other item specified as an Operating Expense in this Agreement; and
- (xiii) Any other cost or charge classified as an Operating Expense or an Administrative and General Expense under the Uniform System unless specifically excluded under the provisions of this Agreement.

B. Operating Expenses shall not include:

- (i) Amortization and depreciation;
- (ii) The making of or the repayment of any loans or any interest thereon;
- (iii) The costs of any alterations, additions or improvements which for Federal income tax purposes or under the Uniform System or GAAP must be capitalized and amortized over the life of such alteration addition or improvement;
- (iv) Payments on account of any equipment lease that is to be capitalized under generally accepted accounting principles;
- (v) Payments under any ground lease, space lease or easement agreement;
- (vi) Payments into or out of the FF&E Reserve Account; or
- (vii) Any item defined as a Fixed Charge in Section 10.3.

10.3. **“Fixed Charges”** shall mean the cost of the following items relating to the Hotel or its facilities which are properly attributable under the Uniform System to the period in question:

- (i) Real estate taxes, assessments, personal property taxes and any other ad valorem taxes imposed on or levied in connection with the Hotel, the Installations and the FF&E (collectively, **“Property Taxes”**);
- (ii) Insurance against physical damage to the Hotel; and

(iii) The Basic Fee.

10.4. “**Net Operating Income**” for any period shall mean the amount, if any, by which Total Revenues for such period exceed the sum of (a) Operating Expenses and (b) Fixed Charges for such period.

10.5. “**Fiscal Year**” shall mean each twelve (12) consecutive calendar month period or partial twelve (12) consecutive calendar month period within the Term commencing on January 1st (or, with respect to the first year of the Term, the Commencement Date) and ending on December 31st (or, with respect to the last year of the Term, the expiration or earlier termination of the Term) unless Owner and Operator otherwise agree.

10.6. “**Gross Operating Profit**” shall mean the amount, if any, by which Total Revenues exceed Operating Expenses.

ARTICLE XI

FF&E RESERVE

11.1. In addition to the Operating Expense Account and Agency Account established pursuant to Section 7.2, an account shall be established at the same institution for a reserve for replacements, substitutions and additions to the FF&E (the “**FF&E Reserve Account**”). During each Fiscal Year there shall be allocated and paid on a monthly basis to the FF&E Reserve Account from Total Revenues or other funds provided by Owner an amount equal to such amount as may be required under the Major Agreements.

11.2. All funds in the FF&E Reserve Account, together with any interest earned thereon and the proceeds of any sale of FF&E (which proceeds shall be deposited in the FF&E Reserve Account) shall be used solely for purposes of replacing or refurbishing the FF&E in accordance with the approved Capital Budget. Any funds remaining in the FF&E Reserve Account at the end of a Fiscal Year shall be carried forward to the next Fiscal Year.

ARTICLE XII

INSURANCE

12.1. The following insurance with respect to the Hotel, to the extent such insurance is commercially available, shall be obtained by Operator and maintained throughout the Term at Owner’s sole cost and expense in the amounts, provided, however, Owner may elect, prior to the Opening Date or no more than once per year during the Term, so long as such election is at least sixty (60) days prior to any then-current policy renewal, to provide such insurance upon written notice to Operator and delivery of certificates of insurance acceptable to Operator:

- A. Insurance covering the Building, the Installations and the FF&E on an all-risk, broad form basis, against such risks as are customarily covered by such insurance (including, without limitation, boiler and machinery insurance, but excluding damage

resulting from earthquake, war, and nuclear energy), in aggregate amounts which shall be not less than the full replacement cost of the Building, the Installations and the FF&E (exclusive of foundations, footings and land);

- B. Commercial general liability insurance (including broad form endorsement) in an amount generally provided at other hotels managed by Operator and its affiliates, but in no event less than a combined single limit of not less than \$1,000,000 for each occurrence, \$2,000,000 aggregate, for liability for (i) bodily injury, (ii) death, (iii) property damage, (iv) assault and battery, (v) mental anguish, (vi) sexual assault, (vii) false arrest, detention or imprisonment or malicious prosecution, (viii) libel, slander, defamation or violation of the right of privacy, (ix) wrongful entry or eviction, (x) liquor law or dram shop liability, (xi) garagekeeper's liability, or (xii) innkeepers' liability;
- C. Business interruption insurance covering loss of income for a minimum period of twelve (12) months resulting from interruption of business resulting from physical damage caused by the occurrence of any of the risks affecting the Hotel insured against under "all-risk" policy referred to in Section 12.1(A);
- D. If the Hotel is located within an area designated "flood prone" pursuant to the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, as the same may be amended from time to time, flood insurance in such amount as Owner may reasonably require;
- E. Automobile liability insurance insuring against damage due to bodily injury, death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicles, whether owned, non-owned, hired or leased, in connection with Hotel operations;
- F. Earthquake insurance;
- G. Cyber Liability Insurance covering liabilities for financial loss resulting or arising from website media content liability, breaches of security, and damage, destruction or theft of data. If Operator shall have access to personally identifiable information, such insurance shall also cover liabilities for the failure to prevent unauthorized access to data containing such information including violations of privacy laws and regulations. Furthermore, the insurance shall cover data breach expenses, including but not limited to consumer notification, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services. The coverage shall be written on a claims made and reported basis. Operator's insurance shall be primary and required to respond to and pay prior to any other available coverage of Owner;
- H. An Umbrella Liability Policy in an amount not less than generally provided at other hotels managed by Operator and its affiliates, but in no event less than \$25,000,000 per occurrence and \$25,000,000 annual aggregate; and

- I. Such other or additional insurance as may be (i) required under the provisions of any applicable Major Agreement (provided Operator has been given detailed written notice of such requirements) or (ii) requested by Owner in writing and customarily carried by prudent operators of first-class, full-service hotels in the geographic area of the Hotel.

12.2. Operator shall obtain the following insurance with respect to the Hotel employees and shall maintain such insurance during the Term of this Agreement at Owner's sole cost and expense:

- A. Worker's compensation insurance or insurance required by similar employee benefit acts having a minimum per occurrence limit as Owner may deem advisable against all claims which may be brought for personal injury or death of Hotel employees, but in any event not less than amounts prescribed by applicable state law;
- B. Fidelity insurance, in such amounts and with such deductibles as Owner may require, covering Operator's employees at the Hotel (other than executive employees of Operator) or in job classifications normally insured in other hotels it manages in the United States or otherwise required by law; and
- C. Employment Practices Liability Insurance ("**Employment Insurance**") with reasonable limits and deductibles.

12.3. All insurance policies shall name Operator as the insured party and shall name as additional insureds Owner and such other parties as may be required by the terms of the Major Agreements as appropriate. Owner understands that coverage afforded the Owner as an additional insured is solely for liability arising out of Operator's activities performed by Operator by or on behalf of Owner and that it may be necessary for Owner to purchase separate policies to cover Owner activities not performed by or on behalf of Operator. In the event that Owner shall obtain any insurance as required under Section 12.1 of this Agreement, other than through the program established by Operator, such insurance policy shall name Operator as an additional named insured party.

12.4. All insurance policies shall be in such form and with such companies having a Best's Rating of A+ or better as shall be reasonably satisfactory to Owner and provided Owner has given Operator detailed written notice of such requirements, shall comply with the requirements of any Major Agreement. Insurance may be provided under blanket or master policies covering one or more other hotels operated by Operator or owned by Owner. The portion of the premium for any blanket or master policy which is allocated to the Hotel as an Operating Expense or Fixed Charge shall be determined in an equitable manner by Operator and reasonably approved by Owner and paid out of the Operating Expense Account, or, if the funds therein are insufficient, out of the Agency Account, or, if the funds therein are insufficient, by Owner upon demand therefor by Operator. Such amount shall be determined by a suitable and customary formula applying the specific hotel exposures against appropriate rates to determine the premium allocation for the Hotel.

12.5. All insurance policies shall specify that they cannot be canceled or modified on less than twenty (20) days prior written notice to both Owner and Operator and any additional insureds (or

such longer period as may be required under a Major Agreement, provided that Operator has been advised in writing of such period) and shall provide that claims shall be paid notwithstanding any act or negligence of Owner, or Operator unilaterally or on behalf of Owner, including without limitation their respective agents or employees.

12.6. All insurance policies shall provide, to the extent customarily obtainable from the insurance company providing such insurance, that the insurance company will have no right of subrogation against Owner, Operator any party to a Major Agreement or any of their respective agents, employees, partners, members, officers, directors or beneficial owners.

12.7. Owner and Operator hereby release one another from any and all liability, to the extent of the waivers of subrogation obtained under Section 12.5, associated with any damage, loss or liability with respect to which property insurance coverage is provided pursuant to this Article or otherwise.

12.8. The proceeds of any insurance claim (other than proceeds payable to third parties under the terms of the applicable policy) shall be paid into the Agency Account to the extent of Owner's interest therein unless otherwise required by the terms of a Major Agreement.

12.9. Operator shall have the right to pay for, or reimburse itself for, insurance required under this Article XII out of the Operating Expense Account or, if the funds therein are insufficient, out of the Agency Account. Notwithstanding anything to the contrary set forth in this Agreement, Operator shall have no obligation to obtain or maintain any insurance set forth in this Article if funds from Total Revenues or funds otherwise provided by Owner are not made available to Operator to purchase the same.

ARTICLE XIII

PROPERTY TAXES

13.1. Provided that funds from Total Revenues or funds otherwise provided by Owner are available, and provided that Operator has received written notice thereof sufficiently in advance to make such payments, Operator shall pay all Property Taxes on behalf of Owner not less than ten (10) days prior to the applicable due dates. Upon Owner's request, Operator shall promptly furnish Owner with proof of payment of Property Taxes.

13.2. Owner may contest the validity or amount of any Property Tax (a "**Tax Contest**"), and Operator agrees to cooperate with Owner in a Tax Contest and execute any documents or pleadings required for such purpose, provided that the facts set forth in such documents or pleadings are accurate and that such cooperation or execution does not impose any liability on Operator. All costs and expenses incurred by Owner and Operator in connection with a Tax Contest shall be Operating Expenses.

ARTICLE XIV

REPAIRS AND MAINTENANCE

14.1. Operator shall perform ordinary repairs and maintenance at the Hotel, subject to the Budgets and Owner providing sufficient funding. Ordinary repairs shall include only those which are normally expenses under generally accepted accounting principles. The cost of ordinary repairs shall be paid from Total Revenues and shall be treated as an Operating Expense.

14.2. Operator shall, from time-to-time, make or cause to be made replacements and renewals to the FF&E of the Hotel and shall make Routine Capital Expenditures (as defined below) in accordance with the Budgets and from the FF&E Reserve Account. Costs of the foregoing shall be expensed in the then-current Fiscal Year in accordance with GAAP. As used herein, Routine Capital Expenditures shall mean expenses which are classified as capital expenditures under GAAP and shall consist of non-material expenditures; by way of example, repainting interiors of the Hotel, resurfacing parking lots and other miscellaneous expenditures.

14.3. Operator shall prepare an annual estimate of non-Routine Capital Expenditures to the Hotel, including without limitation the structure, the exterior façade, the mechanical, electrical, heating, ventilating, air conditioning, or plumbing systems. Operator shall submit the estimate to the Owner for its approval at the time of the annual budgeting process, in accordance with Section 8.4. Owner shall not withhold its approval of any capital expenditures required, in Operator's reasonable judgment, to keep the Hotel in a first-class, competitive, safe and orderly operating condition.

14.4. After notice to Owner, if practicable, Operator may take appropriate remedial action without Owner consent in the event of: (i) an emergency threatening the health and safety of the Hotel or its guests or employees; or (ii) if the expenditures are necessary to avoid Operator's exposure to any civil or criminal liability. Operator shall have the right to participate in any decisions that affect any conditions as described in this Section 14.4.

14.5. If Owner directly performs or contracts for repair, maintenance, refurbishing, construction or renovations at the Hotel, Owner must coordinate, and require its contractors and subcontractors to coordinate, with Operator including, but not limited to, causing any Owner employees, contractors or subcontractors to comply with safety and security rules of the Hotel and communicate on a regular basis the activities being performed at the Hotel to assure the health, safety and efficient operation of the Hotel and its guests and employees. Owner must comply with all laws, obtain all necessary permits and shall provide Operator copies of any permits prior to commencement of any such activities.

14.6. Owner and Operator agree that: (a) final PIP negotiations (depending on scope) and (b) any extensive renovation or remodeling programs to be supervised by Operator require services beyond the scope of this Agreement and if Owner requests such service, Operator will be entitled to an additional fee agreed upon in writing by both parties.

ARTICLE XV

OWNER COVENANTS AND REPRESENTATIONS

15.1. Owner represents, warrants and covenants that as of the Commencement Date it holds good and marketable fee title to the Hotel and that it will maintain good and marketable fee title to the

Hotel free of any and all liens, encumbrances or other charges except for easements or encumbrances that do not adversely affect the operation of the Hotel, mortgages or liens for taxes, assessment levies or other public charges not yet due or payable.

15.2. Owner covenants and represents that, at a minimum, as of the Commencement Date it has conducted an Environmental Phase I survey at the time Owner acquired or leased the Hotel and that there are no Hazardous Materials on any portion of the Hotel or its surrounding site; that no Hazardous Materials have been released or discharged on the Hotel or its surrounding site. Owner agrees that it has provided Operator with all information and reports regarding the environmental condition of the Hotel and any hazards that are contained in or around the Hotel, including, but not limited to, any Environmental Phase I or Phase II reports that may have been performed. Owner shall update Operator immediately upon any change of this information or status. In the event of the discovery of any Hazardous Materials on any portion of the Hotel or its surrounding site, Owner shall promptly remove such Hazardous Materials and shall remedy the problem in accordance with all laws, rules and regulations of any governmental authority. Owner shall indemnify, defend and hold Operator harmless from and against all losses, expenses and liabilities (including but not limited to any professional fees incurred by Operator to assess the situation or obtain advice on how to proceed in the event of a violation of this section or Owner's failure to act promptly in accordance with this Section). Hazardous Materials shall mean any substance or material identified by any law, rule or regulation as being hazardous to the health and safety of guests or employees and requiring the monitoring, clean up or removal of such substance. Hazardous Materials shall include, but not be limited to, asbestos, lead-based paint and PCB's. All costs and expenses arising from the removal of the Hazardous Materials or from the above stated indemnity shall come from the Owner's own funds and not the Total Revenues of the Hotel.

15.3. Owner represents, warrants and covenants that neither it, nor any of its affiliates (or any of their respective principals, partners or funding sources), is nor will become (i) a person designated by the U.S. Department of Treasury's Office of Foreign Asset Control as a "specially designated national or blocked person" or similar status, (ii) a person described in Section 1 of U.S. Executive Order 13224 issued on September 23, 2001; (iii) a person otherwise identified by a government or legal authority as a person with whom Owner or Operator is prohibited from transacting business; (iv) directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government; or (v) a person acting on behalf of a government of any country that is subject to an embargo by the United States government. Owner agrees that it will notify Operator in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties contained in this Section 15.3 incorrect.

15.4. Owner represents, warrants and covenants: (A) that it is familiar with the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 778dd-2 (the "FCPA"), a copy of which is available at <http://www.usdoj.gov/criminal/fraud/fcpa.html>, and the purposes of the FCPA, and in particular, the FCPA's prohibition of the payment or the gift of any item of value, either directly or indirectly, by a company organized under the laws of the United States of America, or any of its states, to an official of a foreign government for the purpose of influencing an act or decision in such person's official capacity, or inducing such person to use influence with the foreign government to assist a company in obtaining or retaining business for, with, or in that foreign country or directing business to any person or company or obtaining an improper advantage, and (B) that it has not taken, and during the

Term of this Agreement it will not take, any action that would constitute a violation of the FCPA or any similar law.

15.5. Owner represents, warrants and covenants that it is in full compliance with all Major Agreements, that Owner has not received any notice of breach of any of such Major Agreements and that Owner will maintain full compliance with all such Major Agreements during the Term of this Agreement. Owner agrees to promptly provide to Operator copies of any notice of default or breach received under any Major Agreement.

ARTICLE XVI

DAMAGE OR DESTRUCTION; CONDEMNATION

16.1. If the Hotel is damaged by fire or other casualty, Operator shall promptly notify Owner. This Agreement shall remain in full force and effect subsequent to such casualty provided that either party may terminate this Agreement upon thirty days prior notice to the other party if (a) Owner shall elect to close the Hotel as a result of such casualty (except on a temporary basis for repairs or restoration) or (b) Owner shall determine in good faith not to proceed with the restoration of the Hotel and provided further that Operator may terminate this Agreement upon thirty days prior notice to Owner if twenty percent (20%) or more of the rooms in the Hotel are unavailable for rental for a period of sixty (60) days or more as a result of such casualty.

16.2. If all or any portion of the Hotel becomes the subject of a condemnation proceeding or if Operator learns that any such proceeding may be commenced, Operator shall promptly notify Owner upon Operator's receipt of written notice thereof. Either party may terminate this Agreement on thirty (30) days notice to the other party if (a) all or substantially all of the Hotel is taken through condemnation or (b) less than all or substantially all of the Hotel is taken, but, in the reasonable judgment of the party giving the termination notice, the Hotel cannot, after giving effect to any restoration as might be reasonably accomplished through available funds from the condemnation award, be profitably operated as a first-class, full-service hotel.

16.3. Any condemnation award or similar compensation shall be the property of Owner, provided that Operator shall have the right to bring a separate proceeding against the condemning authority for any damages and expenses specifically incurred by Operator as a result of such condemnation.

ARTICLE XVII

EVENTS OF DEFAULT

17.1. The following shall constitute events of default:

- A. If either party shall be in default in the payment of any amount required to be paid under the terms of this Agreement (including, but not limited to, a failure of Owner to provide the funding set forth in Section 7.1 of this Agreement), and such default continues for a period of five (5) days after written notice from the other party;

- B. If either party shall be in material default of its obligations under this Agreement that is likely to result in a threat to the health and safety of the Hotel's employees or guests, then this Agreement may be terminated upon written notice if such default is not immediately cured;
- C. If either party shall be in material default in the performance of its other obligations under this Agreement, and such default continues for a period of thirty (30) days after written notice from the other party, provided that if such default cannot by its nature reasonably be cured within such thirty (30) day period, an event of default shall not occur if and so long as the defaulting party promptly commences and diligently pursues the curing of such default;
- D. If either party shall (i) make an assignment for the benefit of creditors, (ii) institute any proceeding seeking relief under any federal or state bankruptcy or insolvency laws, (iii) institute any proceeding seeking the appointment of a receiver, trustee, custodian or similar official for its business or assets or (iv) consent to the institution against it of any such proceeding by any other person or entity (an **"Involuntary Proceeding"**);
- E. If an Involuntary Proceeding shall be commenced against either party and shall remain undismissed for a period of sixty (60) days;
- F. If Owner violates Sections 15.3 or 15.4 hereof in which case Operator may terminate this Agreement immediately;
- G. If (i) an executive officer of Operator, (ii) the General Manager, (iii) the Assistant General Manager, (iv) Director of Sales & Marketing, or (v) Director of Food & Beverage, commits a felony or crime involving moral turpitude, or any other act involving intentional misconduct, intentional misrepresentation or fraud, in each case with respect to management or operation of the Hotel, in which case Owner may terminate this Agreement immediately subject only to cure in the case of any employee-related matters that are cured promptly; or
- H. If any conduct of (i) an executive officer of Operator, (ii) the General Manager, (iii) the Assistant General Manager, (iv) Director of Sales & Marketing, or (v) Director of Food & Beverage with respect to management or the operation of the Hotel constitutes fraud, misappropriation, willful misconduct, or gross negligence, in which case Owner may terminate this Agreement immediately subject only to cure in the case of any employee-related matters that are cured promptly.

17.2. Unless otherwise stated in Section 17.1 hereof, if any event of default shall occur, the non-defaulting party may terminate this Agreement on five (5) days prior notice to the defaulting party.

17.3. The right of termination set forth in Section 17.2 shall not be in substitution for, but shall be in addition to, any and all rights and remedies for breach of contract available in law or at equity.

17.4. Neither party shall be deemed to be in default of its obligations under this Agreement if and to the extent that such party is unable to perform such obligation as a result of fire or other casualty, act of God, strike or other labor unrest, unavailability of materials, war, terrorist activity, riot or other civil commotion or any other cause beyond the control of such party (which shall not include the inability of such party to meet its financial obligations).

17.5. Each of the parties hereto irrevocably waives any right such party may have against the other party hereto at law, in equity or otherwise to any consequential damages, punitive damages or exemplary damages.

17.6. Notwithstanding anything to the contrary contained in this Agreement, if, within thirty (30) days after receiving Operator's written request, Owner fails to approve any changes, repairs, alterations, improvements, renewals or replacements to the Hotel which Operator determines in its reasonable judgment are necessary to (i) protect the Hotel, Owner and/or Operator from innkeeper liability exposure, (ii) ensure material compliance with any applicable code requirements pertaining to life safety systems requirements or (iii) ensure material compliance with any applicable state, local or federal employment law, including without limitation the Americans with Disabilities Act, then Operator may terminate this Agreement upon thirty (30) days' written notice to Owner delivered at any time after the expiration of Owner's thirty (30) day approval period.

ARTICLE XVIII

TERMINATION OF AGREEMENT

18.1. Notwithstanding anything to the contrary contained herein, either party, Owner or Operator shall have the right to terminate this Agreement at any time, without cause, upon sixty (60) days' prior written notice.

18.2. Upon termination of this Agreement for any reason during the Term of this Agreement, Operator and Owner agree to sign any documents reasonably necessary to affect such termination or change in management for the Hotel and Owner shall pay to Operator all amounts due under this Agreement through the effective date of termination.

18.3. Operator and Owner agree that upon termination, there may be certain adjustments to the final accounting for which information may not be available at the time of the final accounting and the parties agree to readjust such amounts and make the required cash adjustments when such information becomes available; provided, however, but subject to the provisions of Article XXII hereof, all accounts shall be deemed final two (2) years after termination of the Agreement.

18.4. Operator shall release to Owner any of Owner's funds and accounts controlled by Operator, except as stated herein.

18.5. With the exception of employment records and proprietary Operator data and standard operating procedures, Operator shall provide or make available to Owner all books and records with respect to the Hotel upon termination of this Agreement.

18.6. To the extent permitted by applicable laws, Operator shall cooperate with Owner to assign any permits or licenses to Owner or the subsequent manager or owner; provided that (i) Owner give Operator sufficient time to effect such transfers; (ii) Owner shall cooperate and require that the new manager and/or owner to cooperate with Operator with respect to such transfers; (iii) Owner shall pay or reimburse any costs or expenses, including reasonable attorney fees, incurred by Operator in connection with these efforts.

18.7. All software and hardware, used at the Hotel which is owned, licensed or proprietary to Operator or its affiliated companies shall remain the exclusive property of Operator. Operator shall have the right to remove such software and hardware, and Owner access to any proprietary systems without compensation to Owner. Owner assumes all liability and shall indemnify Operator if Owner uses illegally licensed software.

18.8. If this Agreement is terminated for any reason, a reserve/escrow shall be funded by Owner from Total Revenues (or other funds) prior to termination of this Agreement to: (i) pay outstanding accounts payable for liabilities and obligations incurred during the Term; (ii) satisfy all costs related to the Employees including but not limited to costs related to employee termination (such as severance pay, unemployment compensation, employment relocation, vacation pay and any other employee liability cost arising out of termination of employment of the Hotel Employees; (iii) satisfy all sales, use and occupancy taxes that may arise during the preparation of the final accounting statements; (iv) satisfy any outstanding insurance claims that are unresolved; (v) satisfy any workers compensation audits; (vi) cover the costs associated with storage fees for human resources and additional files, and (vii) make any required adjustments, audits or payments associated with such termination (the “**Termination Reserve**”). Owner agrees as part of the Termination Reserve, at transition, to fund the purchase of a run-off, claims-made EPLI insurance policy with a deductible no greater than Ten Thousand Dollars (\$10,000) to run beyond the expiration (or earlier termination) of this Agreement. On or before the effective date of termination, Operator shall provide Owner an estimate of such costs and expenses, based on known liabilities, and Owner shall fund the Termination Reserve. Owner acknowledges that the Termination Reserve shall be maintained until items (i) – (vii) above are resolved in full, after which any amounts remaining in the Termination Reserve will be returned by Operator to Owner and all accounts deemed final, as more fully set forth in Section 18.3.

18.9. Owner shall cause the succeeding employer to hire a sufficient number of employees at the Hotel to avoid the occurrence of a “closing” under the WARN Act and shall otherwise comply with its obligations under Section 4.3 hereof, or shall provide Operator with sufficient notice of termination to allow Operator to comply with the WARN Act and avoid any liability thereunder.

ARTICLE XIX

ASSIGNMENT

19.1. Operator shall not assign or pledge this Agreement without the prior written consent of Owner; provided that, Operator may, without the consent of Owner, assign this Agreement to (a) any entity controlling, controlled by or under common control with Operator (control being deemed to mean the ownership of fifty percent (50%) or more of the stock or other beneficial interest in such

entity and/or the power to direct the day-to-day operations of such entity); (b) any entity which is the successor by merger, consolidation or reorganization of Operator or Operator's general partner, managing member or parent corporation or (c) the purchaser of all or substantially all of the hotel management business of Operator or Operator's general partner, managing member or parent corporation. Should Operator assign this Agreement under subsection (a), (b) or (c) above, Owner agrees to attorn to the assignee. Nothing in this Agreement shall prohibit or be deemed to prohibit any pledge by Operator of the Basic Fee, or any other amounts received by Operator under this Agreement to any lender as collateral security for debt of Operator and/or Operator's affiliates. In addition, if Operator sells all or substantially all of Operator's hotel management business (as described in subsection (c) above) to an unaffiliated third party in an arm's length transaction, and either the lender or the franchisor (as currently set forth in the applicable Major Agreements) does not approve the unaffiliated, third party buyer, then Owner may (as its sole remedy) terminate this Agreement, with such termination right only effective, if exercised prior to the closing of the transaction.

19.2. Owner shall not assign this Agreement without the prior written consent of Operator; provided that, Owner may assign this Agreement without Operator's consent to any person or entity acquiring Owner's fee interest in the Hotel as of the effective date of such acquisition if (a) Owner provides Operator with thirty (30) days prior written notice of such assignment, and (b) such assignee agrees in writing to be bound by this Agreement and assumes in writing all of Owner's obligations under this Agreement from and after the effective date of such assignment.

19.3. Upon any permitted assignment of this Agreement and the assumption of this Agreement by the assignee, the assignor shall be relieved of any obligation or liability under this Agreement arising after the effective date of the assignment.

ARTICLE XX

NOTICES

20.1. Any notice, statement or demand required to be given under this Agreement shall be in writing, sent by certified mail, postage prepaid, return receipt requested, or by email transmission, receipt electronically confirmed, or by nationally-recognized overnight courier, receipt confirmed, addressed if to:

Owner: Needham Lending Company, LLC
3625 North Hall Street, Suite 900
Attn: Kyle Volluz, Manager
KVolluz@pacelineequity.com
Telephone: 469.405.0908

and

Operator: c/o StepStone Hospitality, Inc.

333 Westminster St., Suite 4
Providence, RI 02903
Attention: Thomas J. Russo, Founder/Executive Chairman
Email: trusso@stepstonehospitality.com

or to such other addresses as Operator and Owner shall designate in the manner provided in this Section 20.1. Any notice or other communication shall be deemed given (a) on the date three (3) business days after it shall have been mailed, if sent by certified mail, (b) on the business day it shall have been sent by facsimile transmission (unless sent on a non-business day or after business hours in which event it shall be deemed given on the following business day), or (c) on the date received if it shall have been given to a nationally-recognized overnight courier service.

ARTICLE XXI

SUBORDINATION; ESTOPPELS; RECOGNITION

21.1. Operator acknowledges and agrees that its rights under this Agreement are subject and subordinate to the lien of any first mortgage or deed of trust loan, or any junior mortgage or deed of trust loan held by an institutional investor, encumbering the Hotel whether now or hereafter existing; provided, however, that (i) Operator shall not be obligated to waive or forbear from receiving, on a current basis and as and when due under this Agreement, any and all fees due to it under this Agreement prior to an event of default under any such mortgage or deed of trust and (ii) Operator shall not be obligated to waive, or to forbear from exercising (unless and to the extent Operator receives adequate assurance, in Operator's good faith business judgment, that it will be paid or reimbursed for any and all amounts due to Operator under this Agreement during the period of any such forbearance, which period will not exceed 60 days in any event) any right it may have to terminate this Agreement pursuant to Article 17 above. The provisions of this Section 21.1 shall be self operative but Operator agrees to execute and deliver promptly any document or certificate containing such other terms as may be customary and reasonable confirming such subordination as Owner or the holder of any such lien may reasonably request.

21.2. If any person or entity making or holding a loan to be secured by a mortgage or deed of trust encumbering the Hotel shall request that Operator agree to modifications of this Agreement, Operator shall enter into an agreement setting forth such modifications provided that the same do not adversely affect the rights or obligations of Operator under this Agreement. Such modifications may include, but shall not be limited to, Operator's agreement to give simultaneous notice of, and the opportunity to cure within the applicable cure period set forth herein, any defaults on the part of Owner to such person or entity.

21.3. Owner and Operator agree that from time to time upon the request of the other party or a party to a Major Agreement, it shall execute and deliver within ten (10) days after the request a certificate confirming that this Agreement is in full force and effect, stating whether this Agreement has been modified and supplying such other information as the requesting party may reasonably require.

ARTICLE XXII

INDEMNIFICATION

22.1. Operator hereby agrees to indemnify, defend and hold Owner (and Owner's agents, principals, shareholders, partners, members, officers, directors and employees) harmless from and against all liabilities, losses, claims, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) that may be incurred by or asserted against any such party and that arise from (a) the fraud, willful misconduct or gross negligence of the off-site employees of Operator, (b) the breach by Operator of any provision of this Agreement caused by the fraud, willful misconduct or gross negligence of the off-site employees of Operator, or (c) any action taken by Operator which is beyond the scope of Operator's authority under this Agreement. Owner shall promptly provide Operator with written notice of any claim or suit brought against it by a third party which might result in such indemnification. Owner shall cooperate with the Operator or its counsel in the preparation and conduct of any defense to any such claim or suit.

22.2. Except as provided in Section 22.1 and subject to Section 23.7, Owner hereby agrees to indemnify, defend and hold Operator (and Operator's agents, principals, shareholders, partners, members, officers, directors and employees) harmless from and against all liabilities, losses, claims, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses; and any additional tax (excluding any tax that is based on net or gross income of Operator or its affiliates) and interest and penalties thereon) that may be incurred by or asserted against Operator and that arise from or in connection with (a) the performance of Operator's services under this Agreement, (b) any act or omission (whether or not willful, tortious, or negligent) of Owner or any third party or (c) or any other occurrence related to the Hotel and/or Operator's duties under this Agreement whether arising before, during or after the Term. Operator shall promptly provide Owner with written notice of any claim or suit brought against it by a third party which might result in such indemnification. Operator shall cooperate with the Owner or its counsel in the preparation and conduct of any defense to any such claim or suit.

22.3. If any action, lawsuit or other proceeding shall be brought against any party (the "**Indemnified Party**") hereunder arising out of or based upon any of the matters for which such party is indemnified under this Agreement, such Indemnified Party shall promptly notify the party required to provide indemnification hereunder (the "**Obligor**") in writing (which may be in the form of email) thereof and Obligor shall promptly assume the defense thereof (including without limitation the employment of counsel selected by Obligor) unless otherwise agreed to by the parties as provided herein, such defense to be subject to the consent of the Indemnified Party, which consent shall not be unreasonably withheld (provided, however, by way of illustration and not limitation, it shall be reasonable for the Indemnified Party to deny consent to any settlement that requires the Indemnified Party to admit guilt or liability). The Indemnified Party shall cooperate with the Obligor in the defense of any such action, lawsuit or proceeding, on the condition that the Obligor shall reimburse the Indemnified Party for any out-of-pocket costs and expenses incurred in connection therewith. The Obligor shall have the right to negotiate settlement or consent to the entry of judgment with respect to the matters indemnified hereunder; provided, however, that if any such settlement or consent judgment contemplates any action or restraint on the part of the Indemnified Party, then such settlement or consent judgment shall require the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. In addition to the foregoing, the

Indemnified Party shall have the right (at its own expense) to employ separate counsel in any such action and to participate in the defense thereof. An Indemnified Party may settle any action on its own behalf (i.e., with respect to its own liability and with no requirement of Obligor to admit guilt or liability) only with the prior written consent of Obligor, which consent shall not be unreasonably withheld (provided, however, by way of illustration and not limitation, it shall be reasonable for Obligor to deny consent to any settlement that requires Obligor to expend funds in an amount Obligor determines in good faith is inappropriate so long as the Indemnified Party remains adequately protected at all times). In the event that Obligor fails to use reasonable efforts to defend or compromise any action, lawsuit or other proceeding for which an Indemnified Party is indemnified hereunder or as the parties may agree, the Indemnified Party may, at Obligor's expense and without limiting Obligor's liability under the applicable indemnity, assume the defense of such action and the Obligor shall pay the charges and expenses of such attorneys and other persons on a current basis within thirty (30) days of submission of invoices or bills therefor. In the event the Obligor is Owner and Owner neglects or refuses to pay such charges, Operator may pay such charges out of the Operating Expense Account or, if the funds therein are insufficient, out of the Agency Account and deduct such charges from any amounts due Owner, or add such charges to any amounts due Operator from Owner under this Agreement. If Operator is the Obligor and Operator neglects or refuses to pay such charges, the amount of such charges shall be deducted from any amounts due Operator under this Agreement.

22.4. The provisions of this Article shall survive the termination of this Agreement with respect to acts, omissions and occurrences arising during the Operating Term.

ARTICLE XXIII

MISCELLANEOUS

23.1. Owner and Operator shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties; provided, however, that neither party shall be required to execute any other document or instrument or perform any other action that would materially increase its liability or decrease its rights under this Agreement.

23.2. The parties agree that this Agreement, including the matters and terms set forth in this Agreement and all statements, reports, projections and other information relating to the operation of the Hotel is strictly confidential. The parties agree to ensure that such information is not disclosed to the press or to any other third person or entity (including potential investors or purchasers of the Hotel) without the prior consent of the other party. The parties agree it will be deemed reasonable for the consenting party's consent to be conditioned on the redaction of certain deal specific terms, including, but not limited to, the off-market arrangements set forth in Sections 17.1(G) and (H). The obligations set forth in this Section 23.2 shall survive any expiration or sooner termination of this Agreement. The parties shall coordinate with one another on all disclosures and public statements, whether written or oral and no matter how disseminated, regarding their contractual relationship as set forth in this Agreement, or the performance by either of them of their respective obligations under this Agreement. Notwithstanding the foregoing, the parties hereby acknowledge that Operator

shall have the authority to release the information regarding the operation of the Hotel to STR, Inc. (or similar organizations).

23.3. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding all prior agreements or undertakings, oral or written. Owner acknowledges that in entering into this Agreement, Owner has not relied on any projection of earnings, statements as to the possibility of future success, or other similar matter which may have been prepared by Operator.

23.4. The headings of the titles to the articles of this Agreement are inserted for convenience only and are not intended to affect the meaning of any of the provisions hereof.

23.5. A waiver of any of the terms and conditions of this Agreement may be made only in writing and shall not be deemed a waiver of such terms and conditions on any future occasion.

23.6. This Agreement shall be binding upon and inure to the benefit of Owner and Operator and their respective successors and permitted assigns.

23.7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. All disputes amongst the parties hereto arising out of or relating in any way to this Agreement (collectively, the "Disputes") shall be adjudicated exclusively by mandatory binding arbitration to be conducted in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (including the Expedited Procedures found in the provisions of Rules 16.1 and 16.2 thereof, the "JAMS Rules") (such arbitration proceeding, the "Arbitration"). The Arbitration shall be conducted before a single neutral arbitrator selected in accordance with the JAMS Rules. Subject to the JAMS Rules, in-person hearings in the arbitration shall be held in New York, New York, and shall be conducted in English. No party shall join, and no arbitrator or court may allow any party to join, claims of any other person in a single arbitration or court proceeding, and there will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action without the consent of all owners of Units. Each party shall equally share the arbitrator fees and other costs billed to the parties by JAMS for the Arbitration. Each of the parties shall pay its own attorneys' fees and costs incurred in connection with the Arbitration. The arbitrator shall have no authority to render an award that requires any party to pay the attorneys' fees or costs incurred by any other party in connection with the Arbitration or otherwise, unless the statute or statutes governing the dispute provide differently. A judgment upon a final award rendered by the arbitrator may be sought and entered in any court having jurisdiction thereof. If JAMS is not in business or is no longer providing arbitration services, then the American Arbitration Association shall be substituted for JAMS for the purposes of this Section. Each party shall maintain the confidentiality of the Arbitration and all information regarding the Arbitration (including any award rendered therein), except as necessary enforce an arbitration award or as otherwise required by law. This Section shall be governed by and interpreted in accordance with the Federal Arbitration Act.

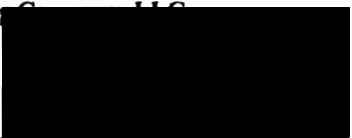
23.8. This Agreement may be executed in any number of counterparts each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same

instrument. Signatures on this Agreement delivered by facsimile shall be deemed to be original signatures for all purposes of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Operator and Owner have duly executed this Agreement the day and year first above written.

Needham Lending LLC

By: 
Name: Kyle Volluz
Title: Manager

SSH Needham LLC

By: 
Name: Oliver Willis
Title: Authorized Signatory

[EXHIBIT A]

IT FEES

Currently None

[EXHIBIT B – RESERVED]

LOAN AGREEMENT

This LOAN AGREEMENT (as the same may be amended, restated, modified, substituted or extended from time to time, this “Agreement”) is made as of this 13th day of January, 2021 (the “Closing Date”), by and between NEEDHAM LENDING COMPANY, LLC, a Delaware limited liability company (“Borrower,” which expression shall include Borrower’s successors and assigns), having a principal address at 3625 North Hall Street, Suite 900, Dallas TX 75219, and CUSTOMERS BANK, a Pennsylvania chartered banking corporation (“Lender,” which expression shall include Lender’s successors and assigns), having a principal address at 99 Bridge Street, Phoenixville PA 19460.

PRELIMINARY STATEMENTS

A. On or about October 30, 2018 (the “Original Loan Closing Date”), Lender made a term loan (the “Original Loan”) to WCP Needham Cabot, L.L.C., a Delaware limited liability company (the “Original Borrower,” which expression shall include Original Borrower’s successors and assigns), in the original principal amount of FORTY-ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$41,500,000.00) pursuant to the terms of (i) a certain Loan Agreement (as amended prior to the date hereof and as the same may be amended, restated or modified hereafter in accordance with the terms of this Agreement, the “Original Loan Agreement”) dated as of the Original Loan Closing Date by and among Lender, Original Borrower, and Waterton Commercial Properties, L.L.C, a Delaware limited liability company (the “Original Guarantor,” which expression shall include Original Guarantor’s successors and assigns), (b) a certain Promissory Note (as amended prior to the date hereof and as the same may be amended, restated or modified hereafter in accordance with the terms of this Agreement, the “Original Note”) dated as of the Original Closing Date made by Original Borrower in favor of Lender in the face amount of the Original Loan, and (c) the documents and instruments listed on **Exhibit A** attached hereto (as amended prior to the date hereof and as the same may be amended, restated or modified hereafter in compliance with the terms of this Agreement, together with the Original Loan Agreement and the Original Note, collectively, the “Original Loan Documents”).

B. The Original Loan Documents include, without limitation, that certain Mortgage, Financing Statement and Security Agreement (as amended prior to the date hereof and as the same may be amended, restated or modified hereafter in accordance with the terms of this Agreement, the “Original Mortgage”) dated as of the Original Closing Date made by Original Borrower in favor of Lender with respect to the real property located at 100 Cabot Street, Needham, Norfolk County, Massachusetts, containing approximately 4.648 acres of land, more or less (the “Land”), as said Land is more fully described on **Exhibit A** attached to the Original Mortgage, together with the buildings and other improvements now or hereafter located thereon (collectively, the “Improvements”), including, without limitation, that certain 247 key hotel currently operating as the “Sheraton Needham Hotel” (the “Hotel”), together with all other property (including without limitation, furniture, fixtures and equipment) and interests encumbered by the Original Mortgage and the other Original Loan Documents (collectively, the

“Mortgaged Property”). The Original Mortgage was filed for registration with Norfolk Registry District of the Land Court (the “Registry District”) as Documents No. 1411462, as noted on Certificate of Title No. 109753.

C. On or about December 23, 2020, Lender and Borrower entered into that certain Loan Purchase Agreement (as the same may have been amended, restated, modified, substituted or extended prior to the Closing Date, the “Loan Purchase Agreement”) pursuant to which Lender agreed to sell and Borrower agreed to purchase all of Lender’s right, title and interest in and to the Original Loan and the Original Loan Documents (the “Original Loan Sale”).

D. Borrower has requested of Lender, and Lender has agreed to extend to Borrower, a loan (the “Acquisition Loan”) in the original principal amount of SIXTEEN MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$16,900,000.00) (the “Acquisition Loan Commitment”) on the terms set forth in this Agreement as well as in the Acquisition Loan Note and the other Loan Documents (as those terms are defined below). The proceeds of the Acquisition Loan shall be used to fund (i) a portion of the Loan Acquisition Costs incurred by Borrower in connection with the Original Loan Sale, and (b) a portion of the Project Costs (as defined below) to be incurred by Borrower in connection with the Mortgaged Property (together, the “Acquisition Loan Purposes”).

E. Borrower has also requested of Lender, and Lender has agreed to extend to Borrower, a loan (the “Capital Improvements Loan”) in the original principal amount of FOUR MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,200,000.00) (the “Capital Improvements Loan Commitment”) on the terms set forth in this Agreement as well as in the Capital Improvements Loan Note (as defined below) and the other Loan Documents. The proceeds of the Capital Improvements Loan shall be used to fund a portion of the Capital Improvements Costs to be incurred by Borrower in connection with the Mortgaged Property following the date of completion of the Mortgaged Property Acquisition (as those terms are defined below) (the “Capital Improvements Loan Purposes”). As used herein, (a) “Loan” shall mean the Acquisition Loan and the Capital Improvements Loan, each individually and both together, as the context may allow, (b) “Loan Commitment” shall mean the Acquisition Loan Commitment and the Capital Improvements Loan Commitment, each individually and both together, as the context may allow, (c) “Loan Purposes” shall mean the Acquisition Loan Purposes and the Capital Improvements Loan Purposes, taken together, and (d) “Note” shall mean the Acquisition Loan Note and the Capital Improvements Loan Note, each individually and both together, as the context may allow.

F. Borrower’s payment and performance obligations under this Agreement, the Note, and the other Loan Documents are secured, in part, by (i) a Collateral Assignment of Mortgage, Financing Statement and Security Agreement and Other Loan Documents and Security Agreement of even date herewith from Borrower in favor of Lender pursuant to which Borrower has granted a pledge and security interest to Lender of Borrower’s interests in the Original Loan Documents (as the same may be amended, restated, modified, substituted or

extended from time to time, the “Assignment of Original Loan Documents”), and (ii) all of the other Loan Documents, as and when the same are in effect.

G. To induce Lender to extend the Loan to Borrower, and in consideration of the mutual covenants, agreements, representations and warranties herein contained and the faithful performance of said covenants and agreements, Borrower covenants, agrees, represents and warrants as follows:

AGREEMENT

1. DEFINITIONS

“ABCC” means the Massachusetts Alcoholic Beverage Control Commission.

“Acquisition Loan” has the meaning set forth in Paragraph D.

“Acquisition Loan Commitment” has the meaning set forth in Paragraph D.

“Acquisition Loan Purposes” has the meaning set forth in Paragraph D.

“Acquisition Loan Note” means the Promissory Note of even date herewith, made by Borrower and payable to the order of Lender in the original principal amount of the Acquisition Loan Commitment, as the same may be amended, restated, modified, substituted or extended from time to time.

“Advance” means any disbursement of proceeds of the Loan by Lender pursuant to this Agreement.

“Affiliate” means with respect to any Person: (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person; (b) any other Person that owns, beneficially, directly or indirectly, ten percent (10%) or more of the outstanding capital stock, shares or equity interests of such Person; or (c) any partner, member or manager of such Person.

“Agreement” has the meaning set forth in the preamble.

“Anti-Terrorism Laws” means any laws related to terrorism or money laundering, including Executive Order 13224 and the USA Patriot Act, and any regulations promulgated under either of them.

“Approved Appraisal” means a current MAI-prepared appraisal prepared by an appraiser reasonably approved by Lender, in form and substance reasonably acceptable to Lender; provided, that Lender shall be deemed to be reasonable to the extent that (i) it selects any such appraiser through any regulatorily required process, and (ii) the form and substance of an appraisal is required by applicable regulations. Each Approved Appraisal shall be prepared in accordance with the standards set forth in Part 323 of the regulations of the Federal Deposit

Insurance Corporation adopted pursuant to the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended, and the Interagency Appraisal and Evaluation Guidelines applicable to Federally Related Transactions, and shall be prepared in response to an engagement letter to be issued by Lender.

“Asset Management Agreement” means that certain Asset Management Agreement by and between Borrower and Asset Manager dated on or about January 13, 2021, as the same may be amended, restated, modified, substituted or extended from time to time in accordance with the terms of this Agreement.

“Asset Manager” means Hotel Asset Value Enhancement, Inc., a Rhode Island corporation.

“Assignee” has the meaning set forth in Section 8.3.

“Assignment of Agreements” means the Assignment of Agreements, Permits and Rights, undated but otherwise executed by Borrower in favor of Lender, with respect to Borrower’s interests in the Agreements, Permits and Rights (as defined therein), including, without limitation, the Required Permits and Approvals, and relating to the Mortgaged Property, as the same may be amended, restated, modified, substituted or extended from time to time.

“Assignment of Leases” means the Assignment of Leases and Rents, undated but otherwise executed by Borrower in favor of Lender (and in recordable form), with respect to Borrower’s interests in the Leases and relating to the Mortgaged Property, as the same may be amended, restated, modified, substituted or extended from time to time.

“Assignment of Management Agreement” means, together, (a) the Collateral Assignment and Subordination of Management Agreement, in favor of Lender, with respect to Borrower’s interests in the Management Agreement, and (b) the Collateral Assignment and Subordination of Asset Management Agreement, in favor of Lender, with respect to Borrower’s interests in the Asset Management Agreement or alternative agreement regarding the status of the Asset Management Agreement following the occurrence and during the continuance of an Event of Default, each to be entered into in connection with the Mortgaged Property Acquisition on the terms set forth in Section 2.7, as the same may be amended, restated, modified, substituted or extended from time to time.

“Assignment of Original Loan Documents” has the meaning set forth in Paragraph F.

“Borrower” has the meaning set forth in the preamble.

“Borrower Financial Statements” has the meaning set forth in Section 6.2.

“Borrower’s Counsel” means King and Spalding LLP.

“Borrower’s Portion of Advance” has the meaning set forth in Section 3.3.

“Business Day” means any day other than a Saturday or a Sunday or any day on which commercial banks in New York, New York are authorized or required to close.

“Capital Improvements” means certain improvements to be undertaken by Borrower at the Mortgaged Property in connection with the Capital Improvements Plan.

“Capital Improvements Budget” means a detailed budget (including a detailed breakdown of costs for labor, equipment and materials) setting forth Borrower’s projected costs and expenses to be incurred in connection with completion the Capital Improvements in accordance with the Capital Improvements Plan, the same being subject to approval by Lender pursuant to Section 3.2.

“Capital Improvements Cash Reserve Account” has the meaning set forth in Section 3.4.

“Capital Improvements Cash Reserve Funds” has the meaning set forth in Section 3.4.

“Capital Improvements Costs” means the costs and expenses to be incurred by Borrower for the Capital Improvements undertaken in accordance with the Capital Improvements Plan.

“Capital Improvements LC/CR Amount” has the meaning set forth in Section 3.4.

“Capital Improvements Letter of Credit” has the meaning set forth in Section 3.4.

“Capital Improvements Loan” has the meaning set forth in Paragraph E.

“Capital Improvements Loan Commitment” has the meaning set forth in Paragraph E.

“Capital Improvements Loan Purposes” has the meaning set forth in Paragraph E.

“Capital Improvements Loan Note” means the Promissory Note of even date herewith, made by Borrower and payable to the order of Lender in the original principal amount of the Capital Improvements Loan Commitment, as the same may be amended, restated, modified, substituted or extended from time to time.

“Capital Improvements Plan” means a detailed written plan (including, without limitation, such drawings and plans as Lender may reasonably request) which describes the scope of the work to be completed in connection with a capital improvements program to be undertaken by Borrower at the Mortgaged Property following the date of completion of the Mortgaged Property Acquisition, the same being subject to approval by Lender pursuant to Section 3.2.

“Closing Date” has the meaning set forth in the preamble.

“Comfort Letter” means that certain Comfort Letter to be entered into after the Mortgaged Property Acquisition by and among by Franchisor, Borrower, and Lender, as the same may be amended, restated, modified, substituted or extended from time to time, including,

without limitation, any replacement of the Comfort Letter that is entered into pursuant to the provisions of Section 6.12.1 hereof.

“Control” means with respect to any Person, either (i) ownership, directly or indirectly, of forty-nine percent (49%) or more of all equity interests in such Person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, partnership interests, membership interests or other equity interests, by contract or otherwise.

“Conveyance” has the meaning set forth in the Mortgage.

“Debt Service” means the actual principal and interest required to be paid under the Loan Documents.

“Debt Service Coverage Ratio” means the ratio obtained by dividing the projected Net Operating Income for the succeeding twelve (12) month period by the projected Debt Service for the succeeding twelve (12) month period.

“Default Rate” has the meaning set forth in the Note.

“Environmental Indemnity Agreement” means the Environmental Indemnity Agreement, undated but otherwise executed by Borrower in favor of Lender, regarding the Mortgaged Property, as the same may be amended, restated, modified, substituted or extended from time to time.

“Environmental Reports” has the meaning set forth in the Environmental Indemnity Agreement.

“Event of Default” has the meaning set forth in Section 7.1.

“Executive Order 13224” means as Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and the Annex thereto, as the same may be from time to time supplemented or amended.

“Extended Maturity Date” means the First Extended Maturity Date or the Second Extended Maturity Date, whichever is then in effect, if any.

“Financing Statements” means, collectively, the Initial Financing Statements, the Mortgaged Property Acquisition Financing Statements, and the Post-Default Financing Statements.

“First Extended Maturity Date” means the earlier of (a) the forty-eight (48) month anniversary of the Closing Date, and (b) such earlier date on which (i) repayment of the Loan is accelerated pursuant to the terms of any of the Loan Documents, (ii) the Original Loan has been

repaid in full, or (iii) there occurs a Foreclosure Event other than in connection with the Mortgaged Property Acquisition.

“Foreclosure Event” means any foreclosure or other action or proceeding in the nature of foreclosure or by way of any deed in lieu of any such action or proceeding, instituted under or in connection with the Original Mortgage by which title to the Mortgaged Property shall be conveyed to Borrower or any other Person.

“Franchise Agreement” means that certain franchise agreement between Borrower and Franchisor dated as of June 3, 2015, and as previously approved by Lender, as the same has been and may be amended, restated, modified, substituted or extended from time to time in accordance with the terms of this Agreement, including, without limitation, any replacement of the Franchise Agreement that is entered into pursuant to the provisions of Section 6.12.1 hereof.

“Franchisor” means The Sheraton LLC, a Delaware limited liability company, or, if the context requires, any replacement thereof in accordance with the provisions of Section 6.12.1 hereof.

“Governmental Authorities” means all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures and offices of any nature whatsoever for any government unit, quasi-government or political subdivision, whether federal, state, county, district, municipal, city or otherwise, and whether now or hereafter in existence.

“Hotel” has the meaning set forth in Paragraph B.

“Hotel Transactions” means, collectively, (i) occupancy arrangements for customary hotel transactions in the ordinary course of the Borrower’s business conducted at the Hotel, including nightly rentals (or licensing) of individual hotel rooms or suites, banquet room use and food and beverage services and (ii) other hotel transactions in the ordinary course of the Borrower’s business conducted at the Hotel which are terminable on one month’s notice or less without cause and without penalty or premium.

“Improvements” has the meaning set forth in Paragraph B.

“Initial Financing Statements” means the UCC-1 Financing Statement naming Borrower, as Debtor, and Lender, as Secured Party, regarding the Loan and with respect to the collateral granted pursuant to this Agreement and the Assignment of Original Loan Documents, the same to be filed with the Secretary of State, as the same may be amended, restated, modified, substituted or extended from time to time, as filed with the Secretary of State.

“Initial Maturity Date” means the earlier of (a) the thirty-six (36) month anniversary of the Closing Date, and (b) such earlier date on which (i) repayment of the Loan is accelerated pursuant to the terms of any of the Loan Documents, (ii) the Original Loan has been repaid in full, or (iii) there occurs a Foreclosure Event other than in connection with the Mortgaged Property Acquisition.

“Inventory” has the meaning given to such term in the UCC and including items which would be entered on a balance sheet under the line items for “Inventories” or “china, glassware, silver, linen and uniforms” under USAH.

“Land” has the meaning set forth in Paragraph A.

“Lease” has the meaning set forth in the Assignment of Leases.

“Legal Requirements” means all federal, state and local laws, statutes, ordinances, by-laws, codes, rules, regulations, restrictions, orders, judgments, decrees, writs and judicial or administrative interpretation and injunctions, whether now or hereafter enacted, promulgated or issued by any Governmental Authority applicable to Borrower, the Loan, and/or, on or after the date of completion of the Mortgaged Property Acquisition, the Mortgaged Property.

“Lender” has the meaning set forth in the preamble.

“Lender’s Portion of Advance” has the meaning set forth in Section 3.3.

“Licensing Agency” means the Board of Selectmen of the Town of Needham, Massachusetts.

“Liquor License” means that certain License to Expose, Keep for Sale, and to Sell All Alcoholic-Hotel to be Drunk on the Premises dated January 9, 2018, bearing License No. 00001-HT-0770 and issued pursuant to M.G.L. c. 138, §12, as the same may hereafter be amended, transferred, renewed, reissued or replaced, from time to time.

“Liquor Transfer Approvals” has the meaning set forth in Section 6.13.

“Loan” has the meaning set forth in Paragraph E.

“Loan Acquisition Costs” means the costs and expenses incurred by Buyer in connection with its acquisition of the Original Loan and Original Loan Documents, including, without limitation, payment of a portion of the balance of the purchase price due under the Loan Purchase Agreement as well as the reasonable costs and expenses incurred by Borrower associated with such acquisition as well as the closing of the Loan, including, without limitation, the costs of any title examinations, title insurance premiums, recording costs, and legal fees and expenses.

“Loan Commitment” has the meaning set forth in Paragraph E.

“Loan Documents” means the following documents and instruments, to the extent the same have been released from escrow pursuant to Sections 2.6 and 2.7, as applicable, and are in effect, as any of the same may be amended, restated, modified, substituted or extended from time to time:

- (a) this Agreement;
- (b) the Note;
- (c) the Assignment of Original Loan Documents;
- (d) the Initial Financing Statements;
- (e) the Mortgage;
- (f) the Assignment of Leases;
- (g) the Assignment of Agreements;
- (h) the Environmental Indemnity Agreement;
- (i) the Mortgaged Property Acquisition Financing Statements;
- (j) the Pledge of Liquor License;
- (k) the Assignment of Management Agreement;
- (l) the Post-Default Documents; and
- (m) any and all other agreements, instruments, documents and other writings referred to in this Agreement or now or hereafter executed by or on behalf of Borrower or any other third party and delivered to, and agreed to by, Lender in connection with the transactions described in this Agreement or contemplated hereby.

“Loan Obligations” means, collectively, all of the respective indebtedness, covenants, liabilities, obligations, agreements and undertakings of Borrower under the Note, this Agreement, and all of the other Loan Documents.

“Loan Participants” has the meaning set forth in Section 8.2.

“Loan Purchase Agreement” has the meaning set forth in Paragraph C.

“Loan Purposes” has the meaning set forth in Paragraph E.

“Management Agreement” means (i) that certain Property Management Agreement dated as of October 30, 2018, by and between Original Borrower and Manager, or (ii) any other management agreement entered into with a replacement Manager with respect to the Mortgaged Property pursuant to the provisions of Section 6.12.2, as each may be modified, amended or restated from time to time in accordance with the terms of this Agreement.

“Manager” means Ultima Needham, L.L.C., a Delaware limited liability company, or a replacement property manager which satisfies the requirements set forth in Section 6.12.2 to be engaged by Borrower subsequent to the Mortgaged Property Acquisition.

“Material Property Agreements” means (a) the Franchise Agreement (and any replacement thereof), (b) the Management Agreement (and any replacement thereof), and (c) any Property Agreement that provides for aggregate payments in any calendar year in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00) and is not terminable by Borrower on thirty (30) or fewer days’ notice from Borrower.

“Maturity Date” means the Initial Maturity Date; provided that if the Initial Maturity Date is extended pursuant to Section 2.5, “Maturity Date” shall mean the First Extended Maturity Date; and further provided that if the First Extended Maturity Date is extended pursuant to Section 2.5, “Maturity Date” shall mean the Second Extended Maturity Date. Notwithstanding the foregoing, the outstanding balance due on the Loan shall be immediately due and payable in full (and the “Maturity Date” shall be deemed to occur) if and when the outstanding balance due on the Original Loan has been paid in full.

“Mortgage” means the Mortgage, Financing Statement and Security Agreement, undated but otherwise executed by Borrower in favor of Lender (and in recordable form), with respect to Borrower’s interests in the Mortgaged Property, as the same may be amended, restated, modified, substituted or extended from time to time.

“Mortgaged Property” has the meaning set forth in Paragraph B.

“Mortgaged Property Acquisition” means the occurrence of a Foreclosure Event pursuant to which Borrower obtains a fee-simple interest in and to the Mortgaged Property.

“Mortgaged Property Acquisition Documents” means, collectively, together with this Agreement and the Note, (a) the Mortgage, (b) the Assignment of Leases, (c) the Assignment of Agreements; (d) the Environmental Indemnity Agreement, (e) the Mortgaged Property Acquisition Financing Statements, (f) the Pledge of Liquor License, (g) the Assignment of Management Agreement, and (h) any and all other Loan Documents now or hereafter executed by or on behalf of Borrower or any other third party and delivered to, and agreed to by, Lender in connection with the Mortgaged Property Acquisition.

“Mortgaged Property Acquisition Financing Statements” means the UCC-1 Financing Statement naming Borrower, as Debtor, and Lender, as Secured Party, regarding the Loan and with respect to the collateral granted pursuant to this Agreement and the other Mortgaged Property Acquisition Documents, the same to be filed with the Secretary of State following the Mortgaged Property Acquisition in accordance with Section 2.7, as the same may be amended, restated, modified, substituted or extended from time to time.

“Net Cash” means all cash accumulated by Borrower, excluding any proceeds of the Loan, from the operations of the Mortgaged Property in excess of any reserves required under the Franchise Agreement and/or the Management Agreement.

“Net Operating Income” means projected revenues to be derived from the Mortgaged Property, including, without limitation, from Hotel Transactions, rents, revenues, issues, profits and other sources (provided, however, that until the Licensing Agency and ABCC both approve the Pledge of Liquor License in connection with the transfer of the existing Liquor License or issuance of a new Liquor License to Borrower in accordance with Section 6.13, Net Operating Income shall expressly exclude any revenue generated from the sale of alcoholic beverages) for the immediately succeeding twelve (12) month period minus all Operating Expenses for such period.

“Note” has the meaning set forth in Paragraph E.

“Operating Expenses” means the projected actual expenditures of all kinds made with respect to the operation of the Mortgaged Property in the normal course of business, including, without limitation, expenditures for taxes, insurance, repairs, maintenance, a management fee of not less than three percent (3%) of the gross revenues from the Mortgaged Property payable to the Manager pursuant to the Management Agreement, salaries, advertising expenses, professional fees, wages, and utility costs, but expressly excluding (a) Debt Service, (b) all other amounts due under the Loan, (c) depreciation, (d) amortization, (e) inter-company charges, (f) overhead allocations not directly associated with the Mortgaged Property, (g) expenditures made out of reserves previously created and any other capital expenditures, (h) expenditures deemed to be capital expenditures pursuant to generally accepted accounting principles and (i) any other non-recurring or extraordinary expenses, for the immediately succeeding twelve (12) month period.

“Original Borrower” has the meaning set forth in Paragraph A.

“Original Guarantor” has the meaning set forth in Paragraph A.

“Original Licensee” means NEEDHAM CABOT CONCESSIONS, L.L.C., a Delaware limited liability company.

“Original Loan” has the meaning set forth in Paragraph A.

“Original Loan Agreement” has the meaning set forth in Paragraph A.

“Original Loan Closing Date” has the meaning set forth in Paragraph A.

“Original Loan Documents” has the meaning set forth in Paragraph A.

“Original Loan Sale” has the meaning set forth in Paragraph C.

“Original Mortgage” has the meaning set forth in Paragraph B.

“Original Note” has the meaning set forth in Paragraph A.

“Permitted Encumbrances” means the Leases, the liens in favor of Lender created by the Loan Documents, and those matters identified on **Schedule B-I** to the Title Policy.

“Permitted Transfer(s)” has the meaning set forth in Section 5.6.

“Permitted Uses” means the ownership, operation, maintenance, and use of the Mortgaged Property as a hotel and related ancillary uses in compliance in all material respects with the Legal Requirements.

“Person” means any individual, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, joint stock association, business or other trust, Governmental Authority, joint venture or any other entity or association.

“Pledge of Liquor License” means that certain Pledge of Liquor License with respect to Borrower’s interests in the Liquor License, to be entered into in connection with the Mortgaged Property Acquisition on the terms set forth in Section 6.13, as the same may be amended, restated, modified, substituted or extended from time to time.

“Post-Default Allonge” means that certain Allonge, undated but otherwise executed by Borrower in favor of Lender, with respect to Borrower’s interests in the Original Note, as the same may be amended, restated, modified, substituted or extended from time to time.

“Post-Default Assignment of Loan Documents” means that certain Assignment of Mortgage, Financing Statement and Security Agreement and Other Loan Documents, undated but otherwise executed by Borrower in favor of Lender, with respect to Borrower’s interests in the Original Mortgage and the other Original Loan Documents, as the same may be amended, restated, modified, substituted or extended from time to time.

“Post-Default Documents” means, collectively, the Post-Default Allonge (together with the Original Note held in escrow by Lender), the Post-Default Assignment of Loan Documents, and the Post-Default Financing Statements.

“Post-Default Financing Statements” means the two (2) UCC-3 Financing Statements naming Original Borrower and Original Licensee, respectively, as Debtors, and Lender, as Secured Party, regarding the Original Loan and with respect to the collateral granted pursuant to the Original Loan Documents, the same to be filed with the Secretary of State following the occurrence of an Event of Default in accordance with Section 2.8, as the same may be amended, restated, modified, substituted or extended from time to time.

“Project Costs” means amounts to be funded by Borrower (a) to protect the Mortgaged Property and the priority of Borrower’s liens against, and other interests in, the Mortgaged

Property under the Original Loan Documents (including, without limitation, payment of outstanding real property and other taxes and municipal betterments, insurance premiums, etc.), (b) to pay a portion of the outstanding accounts payable of Original Borrower related to the Mortgaged Property and the operations of the Hotel, and (c) to fund a portion of Borrower's general working capital needs.

"Prohibited Person" means a Person: (a) subject to the provisions of Executive Order 13224; (b) owned or controlled by, or acting for or on behalf of, another Person that is subject to the provisions of Executive Order 13224; (c) with whom Borrower or any lender is prohibited from dealing by any of the Anti-Terrorism Laws; (d) who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order 13224; (e) who is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control at its official website www.treas.gov/ofac or at any replacement website or other replacement publication of such list; or (f) who is an Affiliate of any Person described in clauses (a) through (e) above.

"Property Agreements" means all agreements (other than Leases) to which Borrower is a party relating to the use, renovation, operation, franchising, licensing, construction, design, operation or management of the Mortgaged Property (including, without limitation, the Management Agreement, and any asset management agreements, service agreements and exclusive leasing agreements).

"Registry District" has the meaning set forth in Paragraph B.

"Rent" has the meaning set forth in the Mortgage.

"Rent Roll" means a rent roll for the Mortgaged Property, certified as true and correct in all material respects by Borrower, in such form as is reasonably acceptable to Lender.

"Request for Advance" has the meaning set forth in Section 3.3.

"Required Permits and Approvals" means all material building, zoning and other permits, licenses (including without limitation, the Liquor License), authorizations, consents and approvals, and all renewals, replacements, amendments and substitutions therefor, necessary for the use and occupancy of the Improvements pursuant to all Legal Requirements.

"Second Extended Maturity Date" means the earlier of (a) the sixty (60) month anniversary of the Closing Date, and (b) such earlier date on which (i) repayment of the Loan is accelerated pursuant to the terms of any of the Loan Documents, (ii) the Original Loan has been repaid in full, or (iii) there occurs a Foreclosure Event other than in connection with the Mortgaged Property Acquisition.

"Secretary of State" means the Secretary of State for the State of Delaware.

“Special Purpose Entity” means a corporation, limited liability company or limited partnership which at all times complies with the requirements set forth in Exhibit B attached hereto.

“Survey” means an ALTA survey of the Mortgaged Property bearing a certificate of a registered land surveyor, showing all Improvements, easements, encroachments and rights of way, and otherwise in form and substance satisfactory to Lender.

“Title Company” means Chicago Title Insurance Company or such other title insurance company as Lender may reasonably approve.

“Title Policy” means, (a) if prior to the date of completion of the Mortgaged Property Acquisition, the Original Title Insurance Policy, as defined on Exhibit A, and (b) if on or after the date of completion of the Mortgaged Property Acquisition, the ALTA mortgagee’s policy of title insurance issued by the Title Company in the amount of the Loan Commitment and insuring the Mortgage as a first and prior lien and encumbrance upon the Mortgaged Property, subject only to the Permitted Encumbrances, as provided in Section 2.7.

“Transferred Reserve” has the meaning set forth in Section 2.6.

“UCC” means the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Mortgaged Property is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the Commonwealth of Massachusetts, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“USA Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, as modified and reauthorized by the USA Patriot Improvement and Reauthorization Act of 2005, H.R. 3199, Public Law 109-177 and the USA Patriot Act Additional Reauthorizing Amendments Act of 2006, S.2271, Public Law 109-178, as the same may be amended from time to time.

“USAH” means the most recent edition of the Uniform System of Accounts for Hotels as adopted by the American Hotel and Motel Association.

2. TERMS AND CONDITIONS OF THE LOAN

2.1. The Loan. On the Closing Date, Lender agrees to extend to Borrower (a) the Acquisition Loan in the maximum original principal amount of the Acquisition Loan Commitment, such amount to be funded as a single Advance on the Closing Date, subject to and upon the terms set forth in this Agreement and the Acquisition Loan Note, and (b) the Capital Improvements Loan in the maximum original principal amount of the Capital Improvements

Loan Commitment, such amount to be advanced in a series of Advances following the date of completion of the Mortgaged Property Acquisition, subject to and upon the terms set forth in this Agreement and the Capital Improvements Loan Note, with the maximum aggregate amount of all such Advances not to exceed Sixty Percent (60%) of the projected Capital Improvements Costs set forth in the Capital Improvements Budget.

2.2. Note. The Loan shall be payable with interest thereon as provided in and evidenced by the Note.

2.3. Loan Documents. The Loan is made upon and subject to all of the terms and conditions contained in this Agreement, the Note, and the other Loan Documents. The terms and provisions of all such Loan Documents are hereby incorporated by reference into this Agreement.

2.4. Use of Loan Proceeds. The proceeds of the (a) Acquisition Loan shall be used solely for the Acquisition Loan Purposes (with Borrower agreeing that it shall use any proceeds of the Acquisition Loan in excess of the amount required for Loan Acquisition Costs solely for Project Costs), and (b) the Capital Improvements Loan shall be used solely for the Capital Improvements Loan Purposes.

2.5. Extension of Maturity Date. If, on the Initial Maturity Date or, if the First Extended Maturity Date is then in effect, on the First Extended Maturity Date:

(a) There has not occurred an Event of Default nor does there exist a default which, with the passage of time, the giving of notice, or both, would constitute an Event of Default;

(b) All of the representations and warranties made by Borrower in this Agreement and in the other Loan Documents remain true, correct and complete in all material respects;

(c) In connection with an extension of the Maturity Date from the Initial Maturity Date to the First Extended Maturity Date, the Mortgage Property Acquisition shall have been completed and the Hotel shall have fully re-opened for business; and

(d) In connection with an extension of the Maturity Date from the First Extended Maturity Date to the Second Extended Maturity Date, Borrower shall have provided Lender with financial projections, in form and substance reasonably acceptable to Lender, which project that the Mortgaged Property shall satisfy a projected Debt Service Coverage Ratio of not less than 1.0:1.0 for the subsequent twelve (12)-month period,

then Lender shall, following:

(i) Lender's receipt (at least ninety (90) days prior to the Initial Maturity Date or the First Extended Maturity Date, as applicable) of a written request from Borrower to Lender to extend the Maturity Date to the First Extended Maturity Date or the Second Extended Maturity Date, as applicable, which request shall include (X) Borrower's certification as to the accuracy of items (a), (b) and (c) above as of the date of such written request, and (Y) copies of the financial projections described in item (d), if applicable; and

(ii) Lender's receipt (not more than two (2) business days prior to the Initial Maturity Date or the First Extended Maturity Date, as applicable) of Borrower's recertification as to the accuracy of items (a) and (b) above as of the date of such recertification,

extend the Maturity Date from the Initial Maturity Date to the applicable Extended Maturity Date. TIME IS OF THE ESSENCE OF BORROWER'S EXERCISE OF ITS RIGHT TO EXTEND THE MATURITY DATE.

Notwithstanding the generality of the foregoing, Borrower shall not be permitted to request an extension of the Maturity Date of the Acquisition Loan without concurrently requesting an extension of the Maturity Date of the Capital Improvements Loan and vice versa, assuming that at the time of the requested extension both the Acquisition Loan and the Capital Improvements Loan remain outstanding.

2.6. Transferred Reserve. On or about the Closing Date, Lender transferred to Borrower monies held by Lender as of the Closing Date which represented undisbursed payments relating to the Original Loan in the amount of FOURTEEN THOUSAND SEVEN HUNDRED TWENTY-SIX AND 61/100 DOLLARS (\$14,726.61) (the "Transferred Reserve").

2.7. Mortgaged Property Acquisition; Notice Foreclosure Event.

(a) Borrower has executed and delivered to Lender the Mortgaged Property Acquisition Documents (other than the Assignment of Management Agreement and the Pledge of Liquor License) which shall be undated but duly executed by Borrower (and the other parties thereto) and in recordable form, as applicable. Lender shall hold the Mortgaged Property Acquisition Documents in escrow and shall not file or cause to be filed the same with the Registry District until Lender receives from Borrower the written notice as to the pendency of the Mortgaged Property Acquisition described in subsection (b) below.

(b) Borrower shall provide Lender with written notice not less than (10) days prior to the completion of the Mortgaged Property Acquisition (determined on completion of the Foreclosure Event), apprising Lender of the same and authorizing

Lender to release the Mortgaged Property Acquisition Documents then held by Lender from escrow and to date and file the same with the Registry District and/or the Secretary of State concurrent with the filing of the foreclosure deed or deed in lieu described in subsection (c). Promptly following Lender's written request for the same, Borrower agrees that it shall re-execute any of the Mortgaged Property Acquisition Documents deemed reasonably necessary by Lender (including, without limitation, if required by the Registry District prior to the filing of the same).

(c) Borrower agrees that it shall not complete the Mortgaged Property Acquisition by filing the foreclosure deed or deed in lieu with the Registry District to effectuate transfer of title to the Mortgaged Property to Borrower unless (i) the Mortgage and Assignment of Leases are filed contemporaneously therewith, with Borrower to pay all fees due with respect to such filing with the Registry District, (ii) Borrower, Manager, and Lender shall have entered into an Assignment of Management Agreement in substantially the form executed by Original Borrower, Manager, and Lender in connection with the Original Loan with such changes as are deemed reasonably acceptable to Lender, (iii) Borrower, Asset Manager, and Lender shall have entered into an Assignment of Management Agreement in substantially the form executed by Original Borrower, Manager, and Lender in connection with the Original Loan and the Management Agreement with such changes as are deemed reasonably acceptable to Lender or such alternate agreement in form and substance reasonably acceptable to Borrower, Asset Manager, and Lender which addresses the status of the Asset Management Agreement and terms for the payment of the Fee due thereunder following the occurrence of an Event of Default, and (iv) Borrower has caused the Title Company to issue a pro forma Title Policy in favor of Lender by which the Title Company's shall commit to insure the Mortgage as a first and prior lien and encumbrance upon the Mortgaged Property, subject only to the Permitted Encumbrances and the filing of the Mortgage and the Assignment of Leases, with such Title Policy to provide coverage in an amount equal to the Loan Consideration and with Borrower to pay all premiums and other fees due with respect to the issuance of such Title Policy. Promptly following the completion of the Mortgaged Property Acquisition, (i) Borrower shall provide Lender with the Title Policy in favor of Lender, subject only to the exceptions noted in the pro forma Title Policy, and (ii) Lender shall file, without need of further direction from Borrower, the Mortgaged Property Acquisition Financing Statements with the Secretary of State.

(d) In addition to the notice of the Mortgaged Property Acquisition, Borrower shall provide Lender with written notice not less than twenty-one (21) days prior to the occurrence of any Foreclosure Event (whether or not it is clear at such time if the same will result in a Mortgaged Property Acquisition), which notice shall be in addition to any notice required under subsection (b) with respect to the Mortgaged Property Acquisition.

2.8. Post-Default Documents.

(a) Borrower has executed and delivered to Lender the Post-Default Allonge and the Post-Default Assignment of Loan Documents which shall be undated but duly executed by Borrower (and the other parties thereto) and in recordable form, as applicable. Lender shall hold the Post-Default Allonge (along with the Original Note which shall be retained by Lender) and the Post-Default Assignment of Loan Documents in escrow and shall not file with the Registry District or cause to be filed such documents until Lender delivers the notice to Borrower described in Section 2.8(b) below.

(b) Following the occurrence and during the continuance of an Event of Default Lender may, in its sole discretion, release the Post-Default Allonge (along with the Original Note) and the Post-Default Assignment of Loan Documents and Post-Default Financing Statements from escrow, provided that Lender shall have sent written notice to Borrower (by electronic mail with a copy of the same to be sent by a nationally-recognized overnight delivery service by the close of business on the date such electronic mail is sent in accordance with the Section 9.11) of its intention to do the same not less than ten (10) days prior to the date on which it releases such documents from escrow. Following such release, Lender shall date and file the same with the Registry District and the Secretary of State, as applicable.

3. PROCEDURE FOR MAKING ADVANCES

3.1. Conditions to Closing. As a condition to Lender funding the Loan, including, without limitation, funding the Acquisition Loan, Borrower shall, on or prior to the Closing Date, have delivered or caused to have been delivered to Lender the following, all in form and substance satisfactory to Lender:

(a) The Loan Documents (including, without limitation, the Mortgaged Property Acquisition Documents and the Post-Default Documents which shall be held in escrow pursuant to Section 2.7 and 2.8), each duly executed by Borrower and the other parties thereto, as applicable;

(b) A written opinion of Borrower's Counsel, opining as to the legal existence and due authority of Borrower and the enforceability of the Loan Documents against Borrower and such other and further legal matters as Lender may reasonably require;

(c) Evidence satisfactory to Lender in all respects that the Loan and the transactions contemplated by this Agreement and the other Loan Documents have been duly authorized by all requisite limited liability company, partnership or corporate actions on behalf of Borrower;

(d) For Borrower: (i) a copy of its Certificate of Formation duly certified by the Delaware Secretary of State; (ii) a certificate of good standing and legal existence duly issued by the Delaware Secretary of State; (iii) a certificate of foreign qualification duly

issued by the Massachusetts Secretary of State; and (iv) a certificate of Borrower's Manager certifying to an attached copy of the Limited Liability Company Agreement (and all amendments thereto) for Borrower, and a copy of the resolutions of Borrower's Members, to the extent approval by such members is required under Borrower's Limited Liability Company Agreement, to take the actions required to effectuate the transactions contemplated by this Agreement and the other Loan Documents to which it is a party;

(e) Evidence satisfactory to Lender that there is not pending against Borrower any petition in bankruptcy, whether voluntary or involuntary, an assignment for the benefit of creditors or any other proceeding pursuant to any federal or state bankruptcy insolvency laws;

(f) W-9 Forms for Borrower and its members; and

(g) Such other items that Lender may reasonably require.

3.2. Conditions for Funding Capital Improvements Loan. As a condition to Lender funding the Capital Improvements Loan (which shall not occur until after the date of completion of the Mortgaged Property Acquisition), Borrower shall, on or prior to the date on which it submits the first Request for Advance (as defined below), have delivered or caused to have been delivered to Lender the following, all in form and substance satisfactory to Lender:

(a) the Capital Improvements Plan and the Capital Improvements Budget have been approved by Lender, in its reasonable discretion, and the Capital Improvements Plan has been approved by Franchisor, in accordance with the terms of the Franchise Agreement;

(b) either delivery of the Capital Improvements Letter of Credit or deposit of the Capital Improvements Cash Reserve Funds in the Capital Improvements Cash Reserve Account on the terms set forth in Section 3.4;

(c) an update to the written opinion of Borrower's Counsel described in Section 3.1(b) opining as to the continued legal existence and due authority of Borrower and the enforceability of the Mortgaged Property Acquisition Documents against Borrower and such other and further legal matters as Lender may reasonably require;

(d) on Lender's request (with the costs of obtaining the same to be borne by Lender in accordance with Section 6.1), an update to an Approved Appraisal or new Approved Appraisal to confirm the then-appraised value of the Mortgaged Property (it being agreed that it shall not be a condition to Lender's funding of the Capital Improvements Loan that the Mortgaged Property appraise at a particular value);

(e) on Lender's request (with the costs of obtaining the same to be borne by Lender), updates to any reports and searches (including, without limitation, any Flood Insurance Certificates, "know-your-customer" searches, etc.) obtained in connection with

the Closing of the Loan pursuant to Section 3.1 as Lender deems to be reasonably necessary or advisable; and

(f) on Lender's request (with the costs of obtaining the same to be borne by Borrower), an update to the Environmental Reports as Lender deems to be reasonably necessary or advisable, with the same showing, to the reasonable satisfaction of Lender, that there exists no new matters first arising or discovered after date of the Environmental Reports for which Lender is entitled to indemnification under the Environmental Indemnity Agreement.

3.3. Conditions for Advances for Capital Improvements Costs.

(a) At least ten (10) days prior to the date on which Borrower desires an Advance of the Capital Improvements Loan, Borrower will provide Lender with a written request (the "Request for Advance") which specifies the total amount to be advanced for Capital Improvements Costs together with a spreadsheet providing a detailed breakdown for the requested amounts against the amounts specified in the Capital Improvements Budget. In connection with its review of a Request for Advance, Lender may request that Borrower provide Lender with copies of invoices to support the Capital Improvements Costs set forth in the cost breakdown as well as such other information and documentation as Lender may reasonably request. Each submission by Borrower of a Request for Advance shall constitute Borrower's representation and warranty to Lender that, as of the date of such submission, (i) there exists no Event of Default nor, to the best of Borrower's actual knowledge, any event that, with the passage of time, the giving of notice, or both, would constitute an Event of Default, (ii) each of the representations and warranties of Borrower contained in this Agreement and the other Loan Documents are true and correct in all material respects as of the date of submission, and (iii) Borrower has funded the Borrower's Portion of Advance for all Advances funded prior to the date of submission of the Request for Advance, either directly or with funds from draws on the Capital Improvements Letter of Credit or the Capital Improvements Cash Reserve Account pursuant to subsection (c) below. Borrower may not submit more than one (1) Request for Advance in any thirty (30) day period. Borrower may be permitted to submit a Request for Advance at any time prior to the Maturity Date.

(b) Upon its approval of a Request for Advance, Lender shall fund sixty percent (60%) of the total amount of Capital Improvements Costs to be advanced as set forth in the Request for Advance (the "Lender's Portion of Advance") with Borrower to fund directly the balance of the total amount to be advanced (the "Borrower's Portion of Advance"). Lender shall fund the Lender's Portion of Advance into a deposit account opened by Borrower with Lender for such purpose. Borrower agrees that in connection with each Advance of the Capital Improvements Loan, it shall cause Title Company to issue an endorsement to the Title Policy reflecting the total amount outstanding on the Capital Improvements Loan at the time Lender funds the Lender's Portion of Advance for such Advance.

(c) Within fifteen (15) days following Lender's funding of the Lender's Portion of Advance for any Advance of the Capital Improvements Loan, Borrower shall provide Lender with written evidence confirming that Borrower funded the Borrower's Portion of Advance for such Advance. If Borrower does not provide Lender with such evidence by the end of such fifteen (15) day period, Lender may draw on the Capital Improvements Letter of Credit or the Capital Improvements Cash Reserve Funds, as applicable, to fund Borrower's Portion of Advance for such Advance and shall deposit such amount in the deposit account described in subsection (b).

(d) Borrower agrees that it shall fund all Capital Improvement Costs when and as due beyond the amounts funded by the Capital Improvements Loan (whether following the funding in full of such Loan or following the occurrence of the conditions set forth in Section 3.5).

3.4. Capital Improvements Letter of Credit/Cash Reserve.

(a) It shall be a condition to Lender's making Advances of the Capital Improvements Loan that Borrower has, at Borrower's option, either (i) provided Lender with an irrevocable standby letter of credit (the "Capital Improvements Letter of Credit") (and renews the same on a timely basis when and as due until the Capital Improvements Loan is fully funded) in favor of Lender and issued by a financial institution reasonably acceptable to Lender in the original face amount of \$2,800,000 or, if the Capital Improvements Budget projects Capital Improvement Costs in excess of \$7,000,000, in the amount equal to the sum of (x) \$2,800,000, plus (y) the difference between (A) the Capital Improvements Costs set forth in the Capital Improvements Budget, less (B) \$7,000,000 (the "Capital Improvements LC/CR Amount"), or (ii) established with Lender a deposit account (the "Capital Improvements Cash Reserve Account") into which Borrower shall deposit funds in the amount of Capital Improvements LC/CR Amount (the "Capital Improvements Cash Reserve Funds"). Lender may, at its option, make draws on the Letter of Credit on the terms set forth in Section 3.3(c) above.

(b) In connection with the funding of Advances, Lender shall agree, on Borrower's request, to a reduction of the face amount of the Letter of Credit in an amount equal to the aggregate of Borrower's Portion of Advance for all Advances previously funded.

(c) Borrower hereby grants to Lender a first-priority security interest in and to, and does hereby collaterally assign, pledge, and convey over to Lender, all of Borrower's right, title, and interest in and to the Capital Improvements Cash Reserve Account and the Capital Improvements Cash Reserve Funds held from time to time in the same in the same as additional security to secure payment and performance of Borrower's obligations under this Agreement and the other Loan Documents. Borrower acknowledges that Lender has control of the Capital Improvements Cash Reserve Account and the Capital

Improvements Cash Reserve Funds held from time to time in the same within the meaning of Sections 8-106, 9-312 and 9-313 of the UCC.

3.5. General Provision on Funding Advances. Lender shall have no obligation to make any Advances if either (a) there has occurred an Event of Default, or (b) there has occurred an event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default.

4. REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants to Lender that, as of the Closing Date:

4.1. Organization and Existence. Borrower: (i) is a limited liability company, duly organized and validly existing under the laws of the State of Delaware; (ii) is duly qualified to do business in all jurisdictions where its ownership of property or the conduct of its business requires such qualification, including, without limitation, The Commonwealth of Massachusetts; (iii) has filed or caused to be filed by all Persons responsible for filing the same on account of the income earned by Borrower, all federal and state income and excise tax filings which are due as of the Closing Date, and such returns are accurate in all material respects, and all taxes owed have been paid, and no federal or state tax liens have been filed or recorded against Borrower, and, to the best of Borrower's knowledge, no event has occurred which could result in the filing or recording of such a tax lien; (iv) has all requisite power and authority and legal right to own and operate its properties, to carry on its operations as conducted and proposed to be conducted and has been authorized and directed by all requisite action to execute, deliver and perform its obligations set forth in this Agreement, and the other Loan Documents and all other documents herein referred to and to carry out the terms of such instruments, to the extent applicable to Borrower; and (v) is a Special Purpose Entity.

4.2. Authorization. The execution, delivery and performance by Borrower of this Agreement and all of the other Loan Documents (a) have been duly authorized by all necessary action on the part of Borrower, (b) do not contravene any provisions of the organizational documents of Borrower, and (c) do not, to the best of Borrower's knowledge, contravene any contractual or governmental restriction binding upon Borrower.

4.3. Binding Agreement. This Agreement and all of the other Loan Documents to which Borrower is a party constitute legal, valid and binding obligations of Borrower which are enforceable against Borrower, in accordance with their respective terms (except in each case as limited by bankruptcy, insolvency, reorganization or similar laws and general principals of equity) and all representations and warranties by Borrower contained in the Loan Documents were true and accurate in all material respects when given and are true and accurate in all material respects. Neither the execution and delivery of any such Loan Documents, nor compliance with the terms, conditions and provisions thereof by Borrower, will conflict with or result in a breach of any restriction, agreement or instrument to which Borrower is now a party or by which Borrower is bound, or constitute a default under any of the foregoing, or result in

the creation or imposition of any lien, encumbrance or charge of any nature whatsoever upon any of the properties or assets of Borrower.

4.4. Contingent Obligations; Tax Payments; No Adverse Change. Borrower: (a) has no liability for taxes, material contingent obligations or liabilities or long-term commitments that are known to Borrower and reasonably likely to have a material adverse effect; (b) to the best knowledge of Borrower, Borrower has made or filed (or caused to be made or filed by all Persons responsible for reporting the income of Borrower) all federal and state income and all other tax returns, reports and declarations required by the jurisdiction(s) to which Borrower is subject and has paid all taxes on other governmental assessments and charges shown or determined to be done on such returns, reports and declarations; and (c) there has been no material adverse change in the business, properties or condition (financial or otherwise) of Borrower.

4.5. Litigation; Outstanding Orders. There are no actions, suits, proceedings or investigations pending or, to the knowledge of Borrower threatened in writing, against Borrower or the Mortgaged Property, in any court, before any other tribunal or any federal, state, municipal or other Governmental Authority, which would, if adversely determined, materially and adversely affect in any way (a) the business, properties or condition (financial or otherwise) of Borrower, (b) the validity or priority of the Mortgage or other security interests granted to Lender to secure the Loan, or (c) the effectiveness of the obligations undertaken by Borrower under the Loan Documents. To the best of Borrower's knowledge, (i) Borrower is not in default with respect to any order of any Governmental Authority, and (ii) the execution, delivery and performance of this Agreement and each of the Loan Documents by Borrower will not constitute a default of any order of any Governmental Authority.

4.6. Financially Responsible. Borrower is solvent and is not bankrupt, and Borrower has not received written notice of any outstanding liens, suits, garnishments, bankruptcies or court actions against Borrower which could in any way render Borrower insolvent or bankrupt.

4.7. Consents. No registration with, consent or approval of, notice to, or other action by, any Governmental Authority is required for Borrower's execution, delivery, or performance of the Loan Documents or the enforceability thereof, or, if so required, such registration has been made, such consent or approval has been obtained, such notice has been given, or such other appropriate action has been taken.

4.8. Prohibitions. Borrower is not a party to any agreement, contract or undertaking of any kind or nature which prohibits Borrower from executing any of the Loan Documents, or from taking any of the actions required thereunder.

4.9. Default. Borrower is not in default of the Loan Documents or the Original Loan Documents and to Borrower's knowledge, Borrower is not in default of any loan or other obligation to Lender nor is Borrower in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any

agreement or instrument to which it is a party or by which Borrower or the Mortgaged Property is bound.

4.10. No Broker/Finder. Borrower has not dealt with any broker or finder in connection with the making of the Loan and shall defend, indemnify and hold Lender harmless from and against any claim by any broker or finder engaged by Borrower for a commission or other payment owed in connection with the Loan.

4.11. Not a Holding Company. Borrower is not a “holding company” or a “subsidiary company” of a “holding company” or an “affiliate” of a “holding company,” as such terms are defined in the Public Utility Holding Company Act of 1935, nor is it an “investment company” or an “affiliated company” or a “principal underwriter” of an “investment company” as such terms are defined in the Investment Company Act of 1940.

4.12. No Margin Stock. Borrower does not own or have any present intention of acquiring any “margin stock” within the meaning of Regulation U (12 CFR Part 221) of the Board of Governors of the Federal Reserve System (herein called “margin stock”). None of the proceeds of the Loan will be used, directly or indirectly, by Borrower for the purpose of purchasing or carrying, or for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry, any margin stock or for any other purpose which might constitute the transactions contemplated hereby a “purpose credit” within the meaning of said Regulation U, or cause this Agreement to violate Regulation U, Regulation T, Regulation X, or any other regulation of the Board of Governors of the Federal Reserve System or the Securities Exchange Act of 1934, as amended. If requested by Lender, Borrower will promptly furnish Lender with a statement in conformity with the requirements of Federal Reserve Form U-1 referred to in said Regulation U.

4.13. ERISA. None of the assets of Borrower are assets of a plan currently subject to regulation under the Employee Retirement Income Security Act of 1974.

4.14. Information Provided to Lender. To the best of Borrower’s knowledge, all information submitted to Lender in connection with the Loan transaction is true and correct in all material respects and does not omit to state any fact that would be necessary to make the information submitted not materially misleading. Borrower acknowledges and agrees that any representations, warranties and covenants made to Lender in any documented instrument delivered in connection with the Loan have been, and shall be deemed to have been, relied upon by Lender and shall survive the closing until the repayment in full of the Loan regardless of any investigation made by Lender or on its behalf.

4.15. Anti-Terrorism Laws.

(a) None of Borrower or its constituent owners or Affiliates, are or will be in violation of any Anti-Terrorism Law.

(b) None of Borrower or any of its constituent owners or Affiliates, is or will be a Prohibited Person.

(c) None of Borrower or its constituent owners or Affiliates is or will (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(d) Borrower covenants and agrees to deliver to Lender any certification or other evidence requested from time to time by Lender, in its sole and absolute discretion, confirming Borrower's compliance with this Section.

(e) Borrower has established reasonable and appropriate policies and procedures designed to prevent and detect money laundering, including processes to meet all applicable anti-money laundering requirements of the USA Patriot Act.

(f) Borrower has identified and will continue to identify, the Persons with which it does business, and will retain all documentation necessary to identify those Persons and their sources of funds.

Borrower will promptly notify Lender in the event that Borrower has reason to believe that any of the representations and warranties in paragraphs (a) through (f) above are no longer correct.

5. NEGATIVE COVENANTS OF BORROWER

Without the prior written consent of Lender (acting in its sole discretion unless otherwise specifically provided herein), Borrower agrees that, so long as this Agreement is in effect (and recognizing that, pursuant to the provisions below, certain provisions shall only apply on and after the date of conclusion of the Mortgage Loan Acquisition, if applicable), Borrower will not:

5.1. Merger and Consolidation. Be a party to a merger or consolidation or otherwise cease to be a Special Purpose Entity.

5.2. Other Indebtedness. Except as may have been approved by Lender, incur, create, issue, assume, guarantee or permit to exist any indebtedness for borrowed money or for the purchase of property or assets (other than trade credit extended to Borrower on customary terms in the ordinary course of business) except for the Loan, the obligations under the Franchise Agreement, and interim loans from Manager on the terms set forth in Section 6.12.2(b). Notwithstanding the generality of the foregoing, Borrower may incur up to ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) of indebtedness for borrowed money so long as (a) such indebtedness is unsecured, (b) Borrower shall not incur such new indebtedness at any time

that there exists an Event of Default, and (c) Borrower shall not make any payments on such new indebtedness at any time that there exists an Event of Default.

5.3. Liens, Security Interests, Etc. Pledge, mortgage or otherwise encumber or subject to, or permit to exist upon or be subject to, any lien, encumbrance, security interest, or charge on the Mortgaged Property or the ownership interests in Borrower or any properties or assets of any kind or character at any time owned by Borrower or acquire or agree to acquire any property or assets of any character subject to any lien, security interest, conditional sales agreement, lease or other title retention device (other than in favor of Lender) except (a) liens in connection with workers' compensation or unemployment insurance, taxes, other statutory obligations or similar charges all arising in the ordinary course of business and not overdue; (b) Leases in accordance with the terms and conditions set forth in the Assignment of Leases; (c) liens for Impositions (as defined in the Mortgage) that are not yet due and payable; (d) liens including workers', mechanics' or other similar liens on the Mortgaged Property, provided that (i) such lien is bonded or discharged within thirty (30) days after Borrower first receives written notice of such lien, or (ii) such lien is being contested in good faith in accordance with the requirements of the Loan Documents, (e) the Permitted Encumbrances; (f) any grant of easements, restrictions, covenants, reservations and rights-of-way for traffic, circulation, ingress, egress, parking, access, utilities or for other similar purposes in the ordinary course of business of operating the Mortgaged Property, with Lender's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, or (g) any other lien or encumbrance that Lender approves in writing in its sole and absolute discretion.

5.4. Loans and Investments. Make any loan or advance (other than in the ordinary course of business) to any Person or make any investment in any Person or organize or create any subsidiary.

5.5. Other Lines of Business. Engage in any business other than the business of serving as lender under the Original Loan Documents and, following the Mortgage Property Acquisition, operating the Mortgaged Property for the Permitted Uses.

5.6. Issuances and Transfers of Interest. Except for Permitted Transfers, permit the sale, transfer, assignment or conveyance of any interest, legal or beneficial, in the Mortgaged Property or of any direct or indirect interest in Borrower or cause or permit any other Conveyance. As used herein, "Permitted Transfers" shall mean any of the following: (a) a Lease entered into in accordance with the Loan Documents; (b) Hotel Transactions; (c) a Permitted Encumbrance or other encumbrance contemplated pursuant to Section 5.3 hereof; and (d) provided that no Event of Default shall then exist and Borrower has provided Lender with at least ten (10) days' advance written notice regarding the same, (i) a transfer or transfers of any direct or indirect legal or beneficial interest in Borrower by and between existing members of Borrower, or (ii) a transfer or transfers of any direct or indirect legal or beneficial interest in Borrower from any existing member of Borrower to any other Person so long as (x) to the extent that such transfer or transfers results in such Person holding in excess of twenty percent (20%) of the total membership interests in Borrower, Lender receives from such Person documentation

sufficient to satisfy Lender's then existing know-your-customer and OFAC search requirements and Lender consents in writing with the transfer to such Person, such consent not to be unreasonably withheld, conditioned or delayed, and (y) following such transfer or transfers, Paceline Equity Partners, LLC and its Affiliates hold, in the aggregate, not less than fifty-one percent (51%) of the total economic interests (direct and indirect) of Borrower.

5.7. Leases; Material Property Agreements. At all times following the date of completion of the Mortgaged Property Acquisition, execute, amend, restate, modify or terminate any Lease in violation of the terms and provisions set forth in the Assignment of Leases or execute, amend, restate, modify or terminate any Material Property Agreements without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed so long as no Event of Default has occurred and is then continuing; provided, however, that following the date of completion of the Mortgaged Property Acquisition, Borrower may terminate the then-existing Franchise Agreement and/or Management Agreement provided that Borrower enters into a new Franchise Agreement in accordance with Section 6.12.1 and/or a new Management Agreement in accordance with Section 6.12.2.

5.8. Permitted Encumbrances; Required Permits and Approvals. At all times following the date of completion of the Mortgaged Property Acquisition, execute, amend, restate, modify or terminate any documents which evidence Permitted Encumbrances or Required Permits and Approvals (including without limitation, the Liquor License) without the prior written consent of Lender, which shall not be unreasonably withheld, conditioned or delayed.

5.9. No Attachments. At all times following the date of completion of the Mortgaged Property Acquisition, suffer any attachment, whether by trustee process or otherwise, which results in the entry of any order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within ninety (90) days from the entry thereof to the Mortgaged Property or any interest therein or any other amounts given as security for the Loan.

5.10. Uses. At all times following the date of completion of the Mortgaged Property Acquisition, permit the use of the Mortgaged Property for any purpose other than the Permitted Uses.

5.11. Net Cash Distribution. At any time that there exists an Event of Default, make distributions to its members of Net Cash.

5.12. Affiliated Transactions. Except for the Management Agreement and the Asset Management Agreement, enter into transactions with any Affiliate, including without limitation, any arrangement providing for the franchise/licensing of the Hotel, the rendering or receipt of services or the purchase or sale of inventory, except any such transaction in the ordinary course of business of Borrower and only so long as the monetary or business consideration arising therefrom would be substantially as advantageous to Borrower as the monetary or business

consideration that Borrower would obtain in a comparable transaction with a person or entity not an Affiliate of Borrower.

6. AFFIRMATIVE COVENANTS OF BORROWER

So long as this Agreement is in effect, Borrower hereby covenants as follows:

6.1. Performance of Obligations; Costs for Approved Appraisals. Borrower will duly and punctually (a) make or cause to be made all payments due to Lender pursuant to this Agreement and the other Loan Documents to which Borrower is a party, and (b) perform or cause to be performed in all material respects all other obligations to Lender provided in this Agreement and the other Loan Documents to which Borrower is a party. Lender shall be permitted to obtain a new Approved Appraisal or an update of a previously obtained Approved Appraisal at any time at Lender's sole cost and expense; provided, however, that Borrower agrees that it shall be responsible for payment to Lender, within ten (10) Business Days of written demand for the same, of all reasonable out-of-pocket costs and expenses incurred by Lender in obtaining any new Approved Appraisal or any update of a previously obtained Approved Appraisal following the occurrence of any Event of Default (including without limitation, Borrower's failure to pay and perform all Loan Obligations on or before the Maturity Date).

6.2. Borrower Financial Statements. Borrower will (a) provide to Lender, upon request, financial and other information concerning Borrower, (b) maintain its books and records in an accurate, up-to-date and standardized fashion, and (c) without limiting the generality of the foregoing, provide Lender with the following (collectively, the "Borrower Financial Statements"):

(i) As soon as available and in any event within one hundred twenty (120) days following the close of each calendar year commencing with the year ending December 31, 2021, financial statements of Borrower consisting of a balance sheet and income and expense statement, together with, if after the date of completion of the Mortgaged Property Acquisition, operating statements for the Mortgaged Property, such statements to be audited by a certified public accountant reasonably acceptable to Lender. All of such Borrower Financial Statements referenced in the preceding sentence shall be prepared in reasonable detail and to the extent applicable, in substantially the same form as the Borrower Financial Statements previously delivered to Lender and presented on a comparative basis to the previous fiscal year;

(ii) As soon as available and in any event within thirty (30) days after the filing of the same, copies of federal income tax returns for Borrower, and all state and local tax returns together with supporting schedules and, in both cases if applicable, copies of any and all requests for extensions for the filing of any such tax returns (provided, that, if any requests for extension are made, such tax returns shall be provided to Lender no later than October 31st of such applicable year);

(iii) At all times following the date of completion of the Mortgaged Property Acquisition, as soon as available and in any event within forty-five (45) days following the end of each calendar month, management-prepared financial statements of Borrower consisting of a balance sheet, statement of cash flow, which shall include an income and expense statement, as well as operating statements for the Mortgaged Property and a Monthly STAR Report (or a report of hotel occupancy and average daily rates at any time such Monthly STAR Report is not available), all certified by Borrower as being true, accurate and complete;

(iv) At all times following the date of completion of the Mortgaged Property Acquisition, as soon as available and in any event within one hundred fifty (150) days following the close of each calendar year beginning with the calendar year in which the Mortgaged Property Acquisition occurs, an operating budget for the Mortgaged Property, for the then next fiscal year in a form reasonably acceptable to Lender; and

(v) Promptly following Lender's request therefor, such other financial information regarding Borrower and/or the Mortgaged Property as Lender may reasonably request from time to time.

6.3. Maintenance of Existence; Operation of Business. Borrower will (a) keep in full force and effect its legal existence as a Special Purpose Entity and comply in all material respects with all applicable Legal Requirements; (b) continue to conduct and operate its business substantially as now conducted, actively and in good faith; and (c) preserve, maintain and protect its rights and keep its properties and assets in good condition and repair, working order and condition in all material respects (reasonable wear and tear excepted) and make (or cause to be made) all necessary repairs, renewals, replacements, additions and improvements thereto as required to maintain such condition.

6.4. Further Assurances. Borrower will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, and furnish to Lender, such further agreements, documents or statements, and do or cause to be done such other acts, as Lender may reasonably request, to effect, confirm and secure to Lender all rights and advantages intended by this Agreement and the other Loan Documents.

6.5. Notice of Certain Events. Borrower will promptly after Borrower's becoming aware of (a) the existence of any Event of Default, or (b) the commencement of any suits or proceedings which, if adversely determined as to Borrower, would have a material adverse effect on the financial condition, business or properties of Borrower, or (c) any other event or condition which could have a material adverse effect on the financial condition, business or properties of Borrower, give written notice to Lender specifying the nature and duration thereof and the action proposed to be taken with respect thereto; but the giving of such notice by Borrower shall not affect the rights of Lender hereunder with respect thereto.

6.6. Attorneys' Fees; Lender's Costs. Borrower will pay upon demand all reasonable attorneys' fees and actual out-of-pocket expenses incurred by Lender in connection with the preparation of the Loan Documents or the completion of the financing transactions contemplated thereby and pay all reasonable attorneys' fees and actual, out-of-pocket expenses which Lender may incur in any action or course of conduct with respect to this Agreement or any of the other Loan Documents which Lender determines in its reasonable judgment are necessary in order to protect or enforce Lender's interests therein (including without limitation, the commencement and prosecution by Lender of foreclosure proceedings, or involvement in bankruptcy or other insolvency proceedings concerning Borrower or other obligor on the Loan, or entry upon any premises, or care and management of any premises, or defense or participation as a party in any action at law or in equity brought by Borrower or any other Person); and Lender is hereby authorized to pay all such fees and expenses and to add the same to the Loan.

6.7. Changes in Exhibits and Schedules. Borrower will promptly notify Lender in writing of any material changes in or additions to the information set forth in the Exhibits and Schedules to this Agreement.

6.8. Indemnity. Borrower will indemnify and reimburse Lender upon demand for any payment (and related reasonable attorneys' fees and expenses) ever required to be made by Lender to any trustee in bankruptcy of Borrower or other obligor on the Loan, or Borrower or other obligor on the Loan as a debtor-in-possession or other third party, on account of a determination that any payment or transfer received by Lender pursuant to any of the Loan Documents was a so-called preferential transfer or fraudulent conveyance, whether in reference to Lender or other obligor on the Loan, and indemnify, defend and hold harmless Lender from and against any and all brokerage or finder's commissions arising in connection with the Loan so long as Lender did not retain such broker or finder.

6.9. Leases; Material Property Agreements. At all times following the date of completion of the Mortgaged Property Acquisition, Borrower shall (a) provide Lender with copies of all Leases and Material Property Agreements (including all amendments or modifications thereto) requiring Lender's prior approval prior to the execution of same, pursuant to the Assignment of Leases and the Assignment of Agreements, respectively, (b) provide Lender with executed copies of all Leases and Material Property Agreements (including those not requiring Lender's prior approval) within the time period provided therefor in the Assignment of Leases and the Assignment of Agreements, respectively, and (c) comply (and use all commercially reasonable efforts to cause all of the other parties thereto to comply) with the terms and conditions set forth in each of the Leases and Property Agreements in all material respects.

6.10. Principal Place of Business. Borrower shall maintain its principal place of business at c/o Paceline Equity Partners, 3625 North Hall Street, Suite 900, Dallas TX 75219, unless and until such time as Borrower shall provide written notice of a change in its principal place of business to Lender.

6.11. Insurance Premiums. At all times following the date of completion of the Mortgaged Property Acquisition, Borrower shall pay (or cause to be paid) all premiums due on any insurance coverage required pursuant to the Mortgage in a timely manner after Borrower's receipt of invoices for the same and provide evidence of the reissuance of all insurance policies as provided in the Mortgage.

6.12. Franchise Agreement and Management Agreement; Hotel Operation.

6.12.1. Franchise Agreement.

(a) Borrower shall:

(i) within ninety (90) days of the date of completion of the Mortgaged Property Acquisition, provide Lender with (x) a copy of either (A) an assignment of the existing Franchise Agreement from the existing Franchisor, or (B) a replacement Franchise Agreement with a replacement Franchisor in compliance with subsection (c) below, and (y) a Comfort Letter with respect to such existing or replacement Franchise Agreement, as applicable, in form and substance reasonably acceptable to Lender and duly executed by Franchisor, Borrower and Lender;

(ii) promptly notify Lender of any notice of a material default under the Franchise Agreement which it receives (either from Original Borrower or Franchisor) or delivers;

(iii) within a reasonable time of Borrower's receipt from Original Borrower (if prior to the date of completion of the Mortgaged Property Acquisition) or Borrower's preparation of the same (if after date of completion of the Mortgaged Property Acquisition), deliver to Lender a copy of each financial statement or report, business plan, capital expenditures budget and/or plan (including without limitation, the budget for capital expenditures delivered annually to Franchisor pursuant to the terms of the Franchise Agreement, as applicable), operating expense or other budget and/or plan, notice, report and estimate delivered by Original Borrower or Borrower, as applicable, to Franchisor under the Franchise Agreement; and

(iv) at all times following the date of completion of the Mortgaged Property Acquisition (or, if Borrower terminates the existing Franchise Agreement on such date, the date on which Borrower and replacement Franchisor enter into a replacement Franchise Agreement in accordance with subsection (c) below), use commercially reasonable efforts to enforce the performance and observance of all of the material covenants and obligations required to be performed and observed by the Franchisor under the Franchise Agreement.

(b) At all times prior to the date of completion of the Mortgaged Property Acquisition, Borrower shall not, without Lender's prior written consent, consent to Original Borrower's surrender, termination or cancellation of the Franchise Agreement unless, prior to the date of such surrender, termination, or cancellation, Original Borrower has entered into a replacement Franchise Agreement with a replacement franchisor consistent with the requirements applicable to Borrower's doing the same as set forth in subsection (c) below.

(c) At all times following the date of completion of the Mortgaged Property Acquisition, Borrower shall not, without Lender's prior written consent, surrender, terminate, or cancel the Franchise Agreement unless (i) within ninety (90) days of such surrender, termination, or cancellation Borrower and a replacement franchisor enter into a replacement Franchise Agreement which provides for a term equal to or greater than the term provided in the prior Franchise Agreement and is otherwise in form and substance reasonably acceptable to Lender, (ii) such replacement franchisor is a nationally recognized franchisor reasonably acceptable to Lender with similar reputation to the prior Franchisor, (iii) the Hotel is to be branded under a hotel brand similar in class comparable to hotels branded as "Sheraton," and (iv) such replacement franchisor provides a Comfort Letter to Lender in form and substance reasonably acceptable to Lender concurrent with the execution of the replacement Franchise Agreement as set forth in subsection (a)(i). In addition, except with Lender's prior written consent, which may be withheld in its sole discretion, Borrower shall not reduce (if on or after the date of completion of the Mortgaged Property Acquisition) or consent to the reduction of (if prior to the date of completion of the Mortgaged Property Acquisition) the term of the Franchise Agreement. Following Borrower or Original Borrower entering into a replacement Franchise Agreement with a replacement Franchisee in accordance with subsection (b) above or this subsection (c) as applicable, such replacement Franchisor shall constitute the "Franchisor" and the replacement Franchise Agreement the "Franchise Agreement" under this Agreement.

(d) At all times following the date of completion of the Mortgaged Property Acquisition, Borrower shall appear in and defend any action or proceeding arising under or in any manner connected with the terms of the Franchise Agreement, and upon written request by Lender, do so in the name and on behalf of Lender, but at the expense of Borrower; provided, however, that Lender shall have the right, at its option (but without any obligation to do so) in its own name and behalf to appear in and defend any action or proceeding arising under or in any manner connected with the terms of the Franchise Agreement in lieu of Borrower doing so, in which case Borrower shall pay all out-of-pocket costs and expenses of Lender incurred, including, without limitation, out-of-pocket reasonable attorneys' fees incurred, with respect to any such action or proceeding.

(e) Promptly following its receipt of the same, Borrower shall deliver to Lender copies of any and all material amendments, modifications, supplements, substitutions, extensions, restatements, renewals or replacements of the Franchise Agreement.

(f) At all times following the date of completion of the Mortgaged Property Acquisition, Borrower shall not further sell, pledge, transfer, mortgage or otherwise encumber or assign any or all of its right, title and interest in, to or under the Franchise Agreement or any right or interest therein.

(g) Borrower shall not (and at all times prior to the completion of the Mortgaged Property Acquisition shall not consent to Original Borrower doing the same) expressly waive, excuse, condone, discount, setoff, compromise, or in any manner release or discharge Franchisor of and/or from any obligations, covenants, conditions and agreements by Franchisor to be kept, observed and performed under the Franchise Agreement without Lender's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

6.12.2. Management Agreement.

(a) At all times following the date of completion of the Mortgaged Property Acquisition, Borrower: (i) shall cause the Hotel to be operated and managed pursuant to the Management Agreement; (ii) shall promptly perform and observe all of the material covenants and obligations required to be performed and observed by the "Owner" under the Management Agreement in all material respects and do all things necessary to preserve and to keep unimpaired, in all material respects, all of the rights of the "Owner" under the Management Agreement; (iii) shall promptly notify Lender of any notice of material default under the Management Agreement which it receives or delivers; (iv) shall, within a reasonable time of Borrower's receipt, deliver to Lender a copy of each financial statement or report, business plan, capital expenditures budget and/or plan, operating expense or other budget and/or plan, notice, report and estimate delivered by Manager under the Management Agreement; (v) shall use commercially reasonable efforts to enforce the performance and observance of all of the material covenants and obligations required to be performed and observed by the Manager under the Management Agreement; and (vi) shall not, without Lender's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, (A) surrender, terminate, cancel or assign the Management Agreement other than a termination that complies with the requirements set forth in subsection (c) below; (B) reduce or consent to the reduction of the term of the Management Agreement; (C) increase or consent to the increase of the amount of any fees or charges under the Management Agreement in any material respect; or (D) otherwise modify, change, supplement, alter or amend the Management Agreement, or expressly waive or release any of the material rights or remedies of the "Owner" under the Management Agreement.

(b) At all times following the date of completion of the Mortgaged Property Acquisition, Borrower shall not request, suffer or permit Manager to make any loans to Borrower which are repayable out of any revenue from the Mortgaged Property revenue, including without limitation, any loans for working capital other than (i) loans for which

provide for repayment in full within thirty (30) days, and/or (ii) other indebtedness permitted under Section 5.2.

(c) If the Management Agreement shall be terminated for any reason, Borrower shall enter into a replacement management agreement in form and substance acceptable to Lender in its reasonable discretion with a replacement management company which shall be (i) acceptable to Franchisor at all times at such times as the Franchise Agreement is in effect, or (ii) reasonably acceptable to Lender at all times during the ninety (90) day period in which Borrower is negotiating a replacement Franchise Agreement with a replacement Franchisor pursuant to Section 6.12.1(c) above (with SSH Needham LLC being pre-approved by Lender for such purposes). Following Borrower entering into a replacement management agreement with a replacement manager, such replacement manager shall constitute the “Manager” and the replacement management agreement the “Management Agreement” under this Agreement.

6.12.3. Hotel Operation. At all times following the date of completion of the Mortgaged Property Acquisition, Borrower shall (a) cause the Hotel to be operated, repaired and maintained as a well-maintained hotel providing amenities, services and facilities substantially equivalent or superior to hotels of similar average room rate and targeted market segment from time to time operating in the same or comparable geographic area of the Hotel, and (b) maintain Inventory in amounts sufficient for the operation of the Hotel at full occupancy levels.

6.13. Liquor License.

(a) Promptly following the date of completion of the Mortgaged Property Acquisition, Borrower: (i) shall use commercially reasonable efforts to cause the Licensing Agency and ABCC to either (x) approve the transfer of the Liquor License to Borrower in accordance with the terms of the Pledge of Liquor License given by Original Borrower and Original Licensee in connection with the Original Loan, or (y) issue a new Liquor License to Borrower, and (ii) shall enter into a Pledge of Liquor License with Lender in substantially the form executed by Original Borrower and Lender in connection with the Original Loan with such changes as are deemed reasonably acceptable to Lender, and to use commercially reasonable efforts to cause the Licensing Agency and ABCC to approve the pledge in favor of Lender pursuant to the Pledge of Liquor License (collectively, the “Liquor Transfer Approvals”). Lender shall, at no cost to Lender, reasonably cooperate with Borrower in obtaining the Liquor Transfer Approvals, including but not limited to reviewing any revisions that may be requested to the Pledge of Liquor License by the Licensing Agency or the ABCC, which shall be approved in Lender’s reasonable discretion. All applications and requests for the Liquor Transfer Approvals shall be subject to Lender’s prior written consent, which consent shall be provided within ten (10) days after Lender’s receipt of any proposed application and shall not be unreasonably withheld, conditioned or delayed. Upon the receipt of any of the

Liquor Transfer Approvals, Borrower shall promptly provide Lender with copies of all documents evidencing the same.

(b) At all times following the Liquor Transfer Approvals, prior to the expiration of the Liquor License, Borrower shall (i) apply to all appropriate governmental authorities, including the Licensing Agency and the ABCC, in a timely fashion for the renewal of the Liquor License (with the same to identify Lender as the pledgee of the Liquor License), (ii) pay all applicable renewal fees relating thereto, and (iii) take such lawful action as may be necessary to procure such renewal for each licensing period thereafter. Upon any such renewal, Borrower shall promptly provide Lender with copies of all documents evidencing the same. In the event that Borrower fails to pay such fees or take such lawful action, Lender may, at Lender's option (but without any obligation), and upon providing prior notice to Borrower, pay such annual fees or take such action. All reasonable actual out-of-pocket costs and expenses incurred by Lender pursuant to this Section 6.13 shall be added to the Loan Obligations and shall be payable by Borrower on written demand

6.14. Responsibilities Under Original Loan Documents.

(a) Borrower will duly and punctually (i) perform or cause to be performed in all material respects all obligations of Borrower in its capacity as "Lender" under the Original Loan Documents, (ii) provide Lender with copies of all statements, reports, notices, and other documents (including, without limitation, all financial statements, tax returns, rent rolls, budgets, insurance certificates, and the like) which Borrower receives from Original Borrower pursuant to the terms of the Original Loan Agreement and/or the other Original Loan Documents, and provide Lender with written notice if Borrower does not receive the same from Original Borrower within ten (10) days of the date when due, and (iii) provide Lender with copies of any and all notices which Borrower (X) sends to Original Borrower regarding Original Borrower's default in performing any of Original Borrower's material obligations under the Original Loan Agreement and/or the other Original Loan Documents, and (Y) receives from Original Borrower regarding Borrower's default in performing any of Borrower's material obligations under the Original Loan Agreement and/or the other Original Loan Documents.

(b) Promptly after Borrower's becoming aware of (i) the commencement of any suits or proceedings which, if adversely determined as to Original Borrower, would have a material adverse effect on the financial condition, business or properties of Original Borrower, or (ii) the existence or occurrence of any other event or condition which could have a material adverse effect on the financial condition, business or properties of Original Borrower, Borrower will provide written notice to Lender specifying the nature and duration thereof and the action proposed to be taken with respect thereto.

7. EVENTS OF DEFAULT

7.1. Events of Default. The occurrence of any one or more of the following events, beyond the expiration of any applicable grace or cure period provided for herein, shall be deemed to constitute an “Event of Default” hereunder and under each and all of the other Loan Documents:

(a) the failure by Borrower to pay when due and payable either (i) any payment of principal or interest due under any of the Note, or (ii) any other sum(s) due and payable under this Agreement, the Note, or any of the other Loan Documents or secured by any of the Loan Documents, and such failure shall not have been cured within five (5) consecutive calendar days after the date when due;

(b) the failure by Borrower to pay on the Maturity Date the full amount due on the Maturity Date;

(c) the failure of Borrower to comply with Section 2.7;

(d) the failure by Borrower to punctually perform or observe any other covenant or agreement of Borrower provided for under this Agreement, the Note or any other Loan Document to which it is a party (other than as provided for in any other provision of this Section 7.1 or for which another grace or cure period is provided in this Agreement or in any other Loan Document) and such failure shall not have been cured within thirty (30) consecutive calendar days after the date on which notice of such failure is sent by Lender to Borrower in accordance with the notice provisions contained herein, or for such additional number of days, not to exceed a total of ninety (90) consecutive calendar days after the date on which notice of such failure is sent; provided, that (i) such failure is not otherwise susceptible to cure within the original thirty (30) day period and Borrower provides Lender with written notice regarding the same, (ii) Borrower promptly commences to cure within the original thirty (30) day period and diligently thereafter prosecutes the curing of same, and (iii) Borrower keeps Lender apprised of Borrower’s intentions as to such cure as well as the progress made by Borrower with respect thereto;

(e) if any representation, warranty, certification, financial statement or other information made or furnished to Lender by or on behalf of Borrower in connection with the transaction evidenced by this Agreement and the other Loan Documents to which it is a party is incomplete, inaccurate or misleading in any material respect when made or furnished; provided, however, that if (i) such misrepresentation was not intentional, (ii) such misrepresentation would not be reasonably likely to, and does not, result in a material adverse effect on Borrower or the Mortgaged Property, and (iii) the condition causing such misrepresentation is susceptible of being cured, such misrepresentation shall not constitute an Event of Default if such misrepresentation is cured within ten (10) days after written notice to Borrower from Lender (provided that if such misrepresentation is susceptible of cure but cannot reasonably be cured within such ten (10)-day period, and

Borrower shall have commenced to cure such misrepresentation within such ten (10)-day period and thereafter diligently and expeditiously proceeds to cure the same, such ten (10)-day period shall be extended for an additional period of time as is reasonably necessary for Borrower, in the exercise of diligent efforts, to cure such misrepresentation, but in no event shall such additional period exceed thirty (30) days);

(f) the failure of Borrower to comply with any of Section 5, Section 6.2, or Section 6.5 in any material respect; provided, however, that with respect to any such failure that is non-monetary in nature, if such failure to comply is susceptible of being cured, an Event of Default shall not occur unless such failure continues for twenty (20) days after the occurrence thereof; provided, however, that if such failure is susceptible to cure but cannot reasonably be cured within such twenty (20) day period, and provided further that Borrower shall have commenced to cure such failure within such twenty (20) day period and thereafter diligently and expeditiously proceeds to cure the same, such twenty (20) day period shall be extended for such time as is reasonably necessary for Borrower, in the exercise of diligent efforts, to cure such failure, but in no event shall such additional period exceed thirty (30) days;

(g) at all times following the completion of the Mortgaged Property Acquisition, the failure to maintain insurance as required by the Mortgage or any other Loan Documents, including, without limitation, any flood insurance required thereunder; provided that it shall not be an Event of Default if sums sufficient to pay the Premiums (as defined in the Mortgage) have been deposited with Lender in accordance with the terms of the Mortgage and Lender's access to such sums is not legally restricted or constrained in any manner;

(h) the conveyance, sale, assignment, transfer, leasing, disposition or encumbrance of (i) any direct or indirect legal or beneficial interest in the Mortgaged Property (including the real and personal property included therein) at all times following the completion of the Mortgaged Property Acquisition, or (ii) any beneficial interest in Borrower made in violation of the terms of this Agreement or the other Loan Documents at any time, and in the case of both subsections (i) and (ii), if the same do not constitute a Permitted Transfer;

(i) the filing by Borrower of a voluntary petition in bankruptcy, or the filing by Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Borrower's seeking, consenting to, or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower, or of all or any part of the Mortgaged Property, or of any limited liability company membership interest in Borrower, or of any or all of the royalties, revenues, rents, issues or profits thereof by Borrower, or the making of any general assignment for the benefit of creditors by Borrower, or the admitting in writing by Borrower of its inability to pay its

debts generally as they become due (except that the delivery of a financial statement or report shall not in and of itself constitute such an admission in writing);

(j) the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated, undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the first date of entry thereof; or the appointment of any trustee, receiver or liquidator of Borrower, or of all or any part of the Mortgaged Property, or of any membership interest in Borrower, or of any or all of the royalties, revenues, rents, issues or profits thereof, without the consent or acquiescence of Borrower and such appointment shall remain unvacated, undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive);

(k) the entry by a court of competent jurisdiction of a judgment which requires that any of the Mortgaged Property be transferred, assigned or otherwise conveyed to the bankruptcy estate of any party or to any successor-in-interest to, or trustee, receiver or liquidator of, any party's assets under any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;

(l) at any time following the date of completion of the Mortgaged Property Acquisition, the issuance of a writ of execution or attachment or any similar process or the levying against all or any part of or interest in the Mortgaged Property;

(m) subject to Borrower's rights of contest as set forth in the Loan Documents, the imposition of any lien upon any assets of Borrower (excluding any lien that is permitted pursuant to the terms of Section 5.3 hereof), including the Mortgaged Property, or the entry of any judgment against Borrower, which lien is not discharged or judgment is not satisfied, appealed from (with execution or similar process stayed) or bonded over to the reasonable satisfaction Lender within sixty (60) days of its imposition or entry;

(n) the entry of any court order which enjoins, restrains or in any way prevents either Borrower from conducting all or any material part of its business affairs in the ordinary course which, unless appealed within any applicable appeal period, is not discharged or vacated within forty-five (45) days;

(o) the service of any process upon Lender seeking to attach by mesne or trustee process any funds of Borrower on deposit with Lender unless such service is not fully satisfied, released, vacated, discharged or bonded over within ninety (90) days;

(p) the dissolution, termination or winding up of Borrower or Borrower's failure to be, in any material respect, a Special Purpose Entity;

(q) at all times following the completion of the Mortgaged Property Acquisition, if any Required Permit and Approval is terminated, revoked or suspended and not reinstated within thirty (30) days;

(r) (i) at all times prior to the date of completion of the Mortgaged Property Acquisition, the failure of Borrower to satisfy the covenant set forth in Section 6.12.1(g), and (ii) at all times following the date of completion of the Mortgaged Property Acquisition, either the occurrence of any material default on the part of Borrower under the Franchise Agreement or event for which Franchisor would have a right to terminate the Franchise Agreement which is not cured prior to the expiration of any applicable notice, grace and/or cure periods provided for the same in the Franchise Agreement, with a default under the Franchise Agreement deemed to be "material" if (i) Franchisor provides written notice to Borrower of such default, or (ii) it would permit an immediate termination right of Franchisor under the Franchise Agreement; or

(s) the termination of the Franchise Agreement without Original Borrower or Borrower having entered into a replacement Franchise Agreement pursuant to the provisions of Section 6.12.1 above.

7.2. Interpretation. Notwithstanding any provision to the contrary contained herein or in any of the other Loan Documents, including without limitation language in any such document which states "upon an occurrence and during the continuance of an Event of Default" or similar language relating to the continuance of an Event of Default, once an Event of Default has occurred, it shall be within the sole and absolute discretion of Lender to determine whether or not to declare an Event of Default and, once Lender has declared an Event of Default, it shall be within the sole and absolute discretion of Lender to deem such Event of Default to remain outstanding regardless of whether or not Borrower subsequent to the occurrence of an Event of Default has taken such measures which would have prevented an Event of Default from occurring had such measures been taken prior to the occurrence of an Event of Default.

7.3. Remedies. Upon the occurrence and during the continuance of any Event of Default, Lender may, at Lender's sole and absolute discretion: (a) declare and cause all or any portion of any indebtedness due Lender to be immediately due and payable; (b) make any payments with respect to any obligation of Borrower to Lender or with respect to any obligation of Borrower to any other Person in connection with the operation of any Mortgaged Property; (c) commence, defend or settle any litigation involving the Mortgaged Property; (d) sell, lease and/or otherwise encumber the Mortgaged Property; and/or (e) exercise any right or remedy available to Lender under the Loan Documents (including, without limitation, exercising its rights under Section 2.7 with respect to the release of the Post-Default Documents), by applicable law or otherwise in order to collect the Loan Obligations due Lender and otherwise enforce Lender's rights and remedies. Borrower hereby authorizes Lender (and its employees

and agents) to enter upon the Mortgaged Property for any of the foregoing purposes and hereby waives any claim against Lender (and its employees and agents) arising out of such entry or out of any act carried out pursuant to this Section or any other provision of the Loan Documents, except to the extent that such claims relate to any liability arising solely as a result of Lender's (or its employees' or agents') gross negligence or willful misconduct. Without limiting any other provision hereof, Borrower agrees to pay Lender all actual, out-of-pocket costs and expenses incurred by Lender under this Section (including, without limitation, all reasonable sums expended by Lender in connection with the completion or shutting down of any ongoing construction project at the Mortgaged Property), even if the same shall be more than the amount agreed to be advanced hereunder and under the Note. Each right conferred on Lender by the provisions of this Section is provided solely to protect the interests of Lender and shall not impose any duty on Lender to exercise any such right and neither Lender nor such attorney-in-fact shall be liable for any act, omission, error in judgment or mistake of law, except as the same may result from its gross negligence or willful misconduct.

7.4. Remedies Not Exclusive. The enumeration of rights and remedies in the Loan Documents is not intended to be exclusive, and they shall be in addition to and not by way of limitation of such others as Lender may have under the Uniform Commercial Code, other applicable law, and any and all Loan Documents or other agreements between Borrower and Lender. Lender shall, in its discretion, determine the choice of rights and remedies and the order in which they shall be exercised and which person, entity or collateral, if any, is to be proceeded against and in which order. The exercise of any right or remedy shall not preclude the exercise of others, all of which shall be cumulative. No act, failure or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of the Loan Documents, or breach or default thereunder, or of any right or remedy which Lender may have shall operate as a waiver of any other provision, breach, default, right or remedy or of the same one on a future occasion.

8. SUCCESSORS AND ASSIGNS; PARTICIPATIONS AND ASSIGNMENTS

8.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement or any of the other Loan Documents without the prior written consent of Lender unless such assignment or transfer constitutes a Permitted Transfer.

8.2. Participations. Lender may, at any time, at Lender's sole cost and expense, sell to one or more Persons (collectively, the "Loan Participants") participation interests in any Loan owing to Lender, any Loan Commitment of Lender or any other interest of Lender hereunder and under the other Loan Documents, pursuant to a participation agreement to be mutually agreed upon by Lender and any such Loan Participant(s). In the event of any such sale by Lender of a participation interest to a Loan Participant, (a) Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, (b) Lender shall remain solely responsible for the performance thereof, (c) such Lender shall remain the holder

of the Loan for all purposes under this Agreement and the other Loan Documents, and (d) Borrower shall continue to deal solely and directly with Lender in connection with Lender's rights and obligations under this Agreement and the other Loan Documents.

8.3. Assignments. Lender may, at any time, at Lender's sole cost and expense, assign to any Person (an "Assignee") all or any part of its rights and obligations under this Agreement and the other Loan Documents. Upon such execution, delivery, acceptance and recording, from and after the effective date of such assignment, (a) the Assignee thereunder shall be a party hereto and have the rights and obligations of Lender hereunder, and (b) Lender shall be released from its obligations under this Agreement (and, in the case of an assignment covering all or the remaining portion of Lender's rights and obligations under this Agreement, Lender shall cease to be a party hereto). Upon the effective date of such assignment, and if required by any Assignee, Borrower shall execute and deliver to the Assignee, a new Note to the order of the Assignee in an amount equal to such Assignee's Loan Commitment. Such new Note or Notes shall be dated as of the Closing Date but all amounts due and payable thereunder shall only accrue from and be payable after the effective date of the assignment and shall otherwise be in the same form as the Note or Notes replaced thereby. In no event shall there be duplication of payments due to any assigning Lender or the Assignee under any of the Note or Notes. The Note replaced thereby shall be marked "cancelled" and returned to Borrower with a legend indicating that it has been replaced. In addition to the assignments permitted under this Section 10.3, Lender may assign and pledge all or any portion of the Loan to any Federal Reserve Lender as collateral security pursuant to Regulation A of the Board of Governors and any Operating Circular issued by the Federal Reserve Lender. No such assignment shall release the Lender from its obligations hereunder.

9. ADDITIONAL PROVISIONS

9.1. Interpretation. All capitalized terms not defined herein but defined in the other Loan Documents shall have the meanings given to such terms in the other Loan Documents. All Exhibits to this Agreement are hereby incorporated herein by reference. The use of the singular of terms which are defined in the plural shall mean and refer to any one of the matters or items included in such definition. Use of the connective "or" is not intended to be exclusive; the term "may not" is intended to be prohibitive and not permissive; use of "includes" and "including" is intended to be interpreted as expansive and amplifying and not as limiting in any way; and pronouns used herein shall be deemed to include the singular and the plural and all genders.

9.2. Time of Essence. Time is of the essence in connection with all obligations of Borrower under this Agreement and the other Loan Documents to which they are a party.

9.3. Amendment. This Agreement cannot be amended, modified, waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the Person against whom enforcement of any amendment, modification, waiver, change, discharge or termination is sought.

9.4. Survival of Representations and Warranties. All agreements, representations and warranties made by Borrower in this Agreement, any other Loan Documents to which they are a party or in any certificate or other document delivered to Lender in connection therewith shall survive the execution and delivery of this Agreement and such other Loan Documents, certificates or documents. All of the terms, representations, warranties and provisions of this Agreement shall be binding upon and inure to and be enforceable by and against the respective successors and assigns of the parties hereto whether so expressed or not.

9.5. Counterparts. This Agreement may be executed in two or more counterparts and each executed copy shall constitute but one and the same instrument.

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

9.7. Governing Law; Consent to Jurisdiction. This Agreement shall be deemed to be a contract made under the laws of The Commonwealth of Massachusetts wherein it is executed and delivered and for all purposes shall be construed in accordance with the laws of said Commonwealth without giving effect to the conflict of law provisions thereof. Borrower and Lender hereby submit to the non-exclusive personal jurisdiction of the United States District Court for the District of Massachusetts or any state court sitting in The Commonwealth of Massachusetts in connection with any action, suit or proceeding Lender or Borrower may at any time wish to file in connection with this Agreement and/or any other Loan Document and any other related matter concerning the relationship of Lender and Borrower.

9.8. Jury Waiver. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN.

9.9. Headings. The headings of the Sections of this Agreement have been inserted for convenience and shall not modify, define, limit or expand the express provisions of this Agreement.

9.10. Inspection. Lender and its agents and contractors shall have the right at any time and from time to time to inspect the Mortgaged Property, including, without implied limitations, pursuant to the terms of the Environmental Indemnity Agreement, as well as to review and/or

audit any accounts, books and records relating to or affecting the Mortgaged Property which are maintained by Borrower or any of their respective employees, officers or agents (including, without limitation, accountants) and, in connection with such review and audit, to make copies of all such accounts, records and books and to discuss the same with Borrower's officers, employees and agents (including, without limitation, accountants). Provided that there does not exist a condition or situation which Lender reasonably believes to constitute an emergency, Lender shall (a) provide Borrower with reasonable prior written notice of any such inspection, review or audit, and (b) use its best efforts to complete such inspection, review or audit during normal business hours and with minimal disruption of or interference to the operations of Borrower and the Mortgaged Property, Borrower agreeing that in the case of any review or audit to assemble and make available to Lender and its agents all accounts, books and records.

9.11. Notices. Whenever Borrower or Lender shall desire to give or serve any notice, demand, request or other communication with respect to this Agreement or any of the other Loan Documents (including, without limitation, a notice of default pursuant to this Agreement or any other Loan Document), each such notice, demand, request or other communication shall be in writing and shall be deemed to have been duly given if sent addressed to the notice addresses for such parties set forth below (a) by hand delivery, (b) by Federal Express or other reputable overnight courier, (c) by certified mail, postage prepaid, return receipt requested, or (d) by electronic mail (to the extent an email address is provided below) provided that a copy of the same is sent in accordance with subsections (a) or (b) by the close of business on the date such electronic mail is sent, in any case, with copies as follows:

If to Borrower:

Needham Lending Company, Inc.
3625 North Hall Street, Suite 900
Dallas, TX 75219
Attn: Kyle Volluz, Manager
Email: kvolluz@pacelineequity.com

With a copy to:

Needham Lending Company, LLC
3625 North Hall Street, Suite 900
Dallas, TX 75219
Attn: General Counsel

And to:

King & Spalding LLP
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309
Attn: Sarah R. Borders, Esq.
Email: sborders@kslaw.com

If to Lender:

Customers Bank
99 Bridge Street
Phoenixville, PA 19460
Attn: Special Assets Group

and to:

Customers Bank
43 Summit Square, Suite 200
Route 413 and Doublewoods Road
Langhorne, PA 19047
Attn: Kevin R. Cornwall, Senior Vice
President
Email: kcornwall@customersbank.com

With a copy to:

Nutter, McClennen & Fish, LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: Wendy M. Fiscus, Esq.
Email: wfiscus@nutter.com

Any party may at any time change its address for such notices by delivering to the other parties hereto, as aforesaid, a notice of such change. Notices hereunder shall be deemed given on the same day if delivered by hand, or on the date shown on the receipt of the delivery service that such notice was actually delivered or refused during normal business hours with written evidence of such delivery or refusal with respect to delivery by Federal Express or other recognized overnight courier or by certified mail.

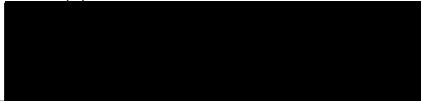
9.12. Conflicts. To the extent that any provision of this Agreement is inconsistent with any corresponding provision in any of the other Loan Documents, then Borrower shall be bound by the more restrictive provision. To the extent possible, however, provisions of this Agreement and the other Loan Documents shall be interpreted to complement and supplement each other and the absence of any provision or portion thereof in one such Loan Document shall not be deemed to be an inconsistent provision with the other such Loan Document which contains such provisions or portion thereof. Notwithstanding the foregoing, in no event shall there be deemed cumulative any rights of Borrower under the Loan Documents relative to applicable notice and cure periods

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IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement under seal as of the date first above written.

BORROWER:

NEEDHAM LENDING COMPANY, LLC, a
Delaware limited liability company

By: 

Kyle Volluz, Manager
Hereunto Duly Authorized

LENDER:

CUSTOMERS BANK, a Pennsylvania
chartered banking corporation

By: _____

Kevin R. Cornwall, Senior Vice President
Hereunto Duly Authorized

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement under seal as of the date first above written.

BORROWER:

NEEDHAM LENDING COMPANY, LLC, a
Delaware limited liability company

By: _____
Kyle Volluz, Manager
Hereunto Duly Authorized

LENDER:

CUSTOMERS BANK, a Pennsylvania
chartered banking corporation

By: 
Kevin R. Cornwall, Senior Vice President
Hereunto Duly Authorized

EXHIBIT A

Lists of Original Loan Documents

1. Promissory Note from WCP NEEDHAM CABOT, L.L.C., a Delaware limited liability company (the “Original Borrower”), to CUSTOMERS BANK, a Pennsylvania chartered banking corporation (the “Lender”), in the original principal amount of \$41,500,000.00 dated as of the Original Loan Closing Date, as affected by Allonge made by Lender in favor of NEEDHAM LENDING COMPANY, LLC, a Delaware limited liability company (the “Borrower”), dated as of the Closing Date.
2. Loan Agreement entered into by and among Original Borrower, WATERTON COMMERCIAL PROPERTIES, L.L.C., a Delaware limited liability company (the “Original Guarantor”), and Lender dated as of the Original Loan Closing Date, as affected by a Letter Agreement between Lender and Original Borrower dated August 21, 2020, and further affected by an Assignment of Mortgage, Financing Statement and Security Agreement and Other Loan Documents and Security Agreement from Borrower to Lender dated as of the Closing Date which is to be filed with the Norfolk County Registry District of the Land Court (the “Registry District”) on or after the Closing Date (the “Assignment of Original Loan Documents”).
3. Mortgage, Financing Statement and Security Agreement from Original Borrower for the benefit of Lender dated as of the Original Loan Closing Date, filed with the Registry District as Document No. 1411462 on Certificate of Title No. 109753, as affected by the Assignment of Original Loan Documents.
4. Assignment of Leases and Rents from Original Borrower to Lender dated as of the Original Loan Closing Date, filed with the Registry District as Document No. 1411463 on Certificate of Title No. 109753, as affected by the Assignment of Original Loan Documents.
5. Assignment of Agreements, Permits and Rights, made by Original Borrower in favor of Lender dated as of the Original Loan Closing Date, as affected by the Assignment of Original Loan Documents.
6. Environmental Indemnity Agreement made by Original Borrower and Original Guarantor in favor of Lender dated as of the Original Loan Closing Date, as affected by the Assignment of Original Loan Documents.
7. Limited Recourse Guaranty made by Original Guarantor for the benefit of Lender dated as of the Original Loan Closing Date, as affected by the Assignment of Original Loan Documents.

8. Pledge of Liquor License made by Original Borrower and NEEDHAM CABOT CONCESSIONS, L.L.C., a Delaware limited liability company (the “Original Licensee”) in favor of Lender dated as of the Original Loan Closing Date, as affected by the Assignment of Original Loan Documents.
9. Collateral Assignment and Subordination of Management Agreement made by Original Borrower and ULTIMA NEEDHAM, L.L.C., a Delaware limited liability, as manager, in favor of Lender, dated as of the Original Loan Closing Date, as affected by the Assignment of Original Loan Documents.
10. UCC-1 Financing Statements:
 - a. Filed with the Secretary of State with Original Borrower, as Debtor, and Lender, as Secured Party as File No. 2018 7520964, as assigned by Lender to Borrower pursuant to the Original Assignment and a UCC-3 Assignment to be filed with the Secretary of State on or after the Closing Date.
 - b. Filed with the Secretary of State with Original Licensee, as Debtor, and Lender, as Secured Party as File No. 2018 7520873, as assigned by Lender to Borrower pursuant to the Original Assignment and a UCC-3 Assignment to be filed with the Secretary of State on or after the Closing Date.
11. Chicago Title Insurance Company’s Title Insurance Policy Number C26023-LP in the amount of \$41,500,000 (the “Original Title Insurance Policy”).

EXHIBIT B

Special Purpose Entity Requirements

Borrower:

(a) shall not (i) liquidate or dissolve (or suffer any liquidation or dissolution), terminate, or otherwise dispose of, directly, indirectly or by operation of law, all or substantially all of its assets, or permit such liquidation, dissolution, termination or disposition, directly, indirectly or by operation of law, of all or substantially all of its assets (other than the pledge to Lender of Borrower's interests in the Original Loan Documents or to enforce its rights and remedies thereunder); (ii) reorganize or change its legal structure without Lender's prior written consent (other than with respect to Permitted Transfers under the Loan Documents); (iii) change its name, address, or the name under which Borrower conducts its business without promptly notifying Lender; (iv) enter into or consummate any merger, consolidation, sale, transfer, assignment, liquidation, or dissolution involving any or all of the assets of Borrower or any general partner or managing member of Borrower, except as may be permitted pursuant to the terms of the Loan Documents; or (v) enter into or consummate any transaction or acquisition, merger or consolidation or otherwise acquire by purchase or otherwise all or any portion of the business or assets of, or any stock or other evidence of beneficial ownership of, any Person;

(b) other than as permitted by the Loan Documents, has not incurred and shall not incur any secured or unsecured indebtedness except for customary and reasonable short-term trade payables obtained and repaid in the ordinary course of Borrower's business and obligations under the Franchise Agreement;

(c) shall not, nor shall any member, partner (whether limited or general) or shareholder thereof, as applicable, or any other party, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation, by-laws, operating agreement, articles of organization, or other formation agreement or document, as applicable, or governing agreement or document, in any material term or manner adverse to Lender, or in a manner which adversely affects Borrower's existence as a Special Purpose Entity;

(d) shall allocate fairly and reasonably any rent, overhead and expenses for shared office space. Additionally, Borrower shall use its own separate stationery, invoices and checks;

(e) shall maintain correct and complete financial statements, accounts, books and records and other entity documents separate from those of any Affiliate or any other Person, it being understood that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Borrower and such Affiliates and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets shall be listed on Borrower's own separate balance sheet;

(f) shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account;

(g) to the extent required by applicable law, shall file or cause to be filed its own separate tax returns;

(h) shall hold itself out to the public (including any of its Affiliates' creditors) under Borrower's own name, or in a name franchised or licensed to it pursuant to the Franchise Agreement, and as a separate and distinct entity and not as a department, division or otherwise of any Affiliate;

(i) shall observe all customary formalities regarding the existence of Borrower, including maintaining current and accurate minute books separate from those of any Affiliate;

(j) shall hold title to its assets in its own name and act solely in its own name and through its own duly authorized officers and agents. No Affiliate shall be appointed or act as agent of Borrower, other than, if applicable, the Manager and officers of Borrower in accordance with the terms of the organizational documents for Borrower and/or Manager with respect to the Mortgaged Property in compliance with subsection (u) below;

(k) shall make investments in the name of Borrower directly by Borrower or on its behalf by brokers engaged and paid by Borrower or its agents;

(l) except as expressly required by Lender in connection with the Loan and in writing, shall not guarantee or otherwise agree to be liable for (whether conditionally or unconditionally), pledge or assume or hold itself out or permit itself to be held out as having guaranteed, pledged or assumed any liabilities or obligations of any partner (whether limited or general), member, shareholder or any Affiliate of Borrower, as applicable, or any other party, nor shall it make any loan;

(m) currently maintains and intends to continue maintaining adequate capital (but no requirement exists for any capital contribution by any equity owner of Borrower);

(n) shall separately identify, maintain and segregate its assets. Borrower's assets shall at all times be held by or on behalf of Borrower and, if held on behalf of Borrower by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by Borrower. This restriction requires, among other things, that (i) Borrower funds shall be deposited or invested in Borrower's name, (ii) Borrower funds shall not be commingled with the funds of any Affiliate or any other Person, (iii) Borrower shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate or any other Person, although Manager may be designated as an additional signatory on any such accounts, and (iv) Borrower funds shall be used only for the business of Borrower;

(o) shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or other Person;

(p) shall pay or cause to be paid its own liabilities and expenses of any kind, including but not limited to salaries of its employees, only out of its own separate funds and assets to the extent the Property generates sufficient cash flow to do so;

(q) shall at all times be adequately capitalized to engage in the transactions contemplated at its formation to the extent the Property generates sufficient cash flow to do so;

(r) shall not do any act which would make it impossible to carry on the ordinary business of Borrower;

(s) shall reflect Borrower's ownership interest in all data and records (including computer records) used by Borrower;

(t) shall not invest any of Borrower's funds in securities issued by, nor shall Borrower acquire the indebtedness or obligation of, any Affiliate;

(u) shall conduct its business on an arm's length basis with each of its Affiliates and may enter into contracts or transact business with its Affiliates only on commercially reasonable terms that are no less favorable to Borrower than is obtainable in the market from a Person that is not an Affiliate (including, without limitation, Manager, if the same is an Affiliate);

(v) shall correct any misunderstanding that is known by Borrower regarding its name or separate identity; and

(w) shall not institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Borrower or a substantial part of Borrower's property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due (except to Lender and its advisors) or declare or effectuate a moratorium on payments of its obligation; or take any action in furtherance of any such action.

5009468.7

PLEDGE OF LIQUOR LICENSE

THIS PLEDGE OF LIQUOR LICENSE (this "**Agreement**") is made and entered into as of October 30, 2018, by NEEDHAM CABOT CONCESSIONS, L.L.C., a Delaware limited liability company ("**Licensee**") and WCP NEEDHAM CABOT, L.L.C., a Delaware limited liability company, d/b/a Sheraton Needham Hotel ("**Owner**"), in favor of CUSTOMERS BANK, a Pennsylvania chartered bank ("**Lender**").

RECITALS

The parties enter into this Agreement on the basis of the following facts, understandings and intentions:

A. Owner owns a fee interest in the improvements constituting a hotel and certain related facilities known as the "Sheraton Needham Hotel," hereinafter referred to as the "Property," and located on the real property known as and 100 Cabot Street, Needham, Norfolk County, Massachusetts. Owner employs Ultima Needham, L.L.C., a Delaware limited liability company (the "**Manager**") to manage the Property. Pursuant to a certain Concession Agreement for Food and Beverage Facilities dated as of [____], 2015 [*sic*] between Manager and Licensee, Manager employs Licensee (the "**Concession Agreement**") to perform the services at the Property described therein, including obtaining and maintaining a liquor license in Licensee's name.

B. Lender is concurrently herewith making a mortgage loan to Owner in the maximum principal amount of Forty-One Million Five Hundred Thousand and No/100 Dollars (\$41,500,000.00) (the "Loan"), which Loan is to be secured by a mortgage recorded with the Norfolk County Registry of Deeds on or about the date hereof (the "Mortgage").

C. Lender's making of the Loan to Owner will provide substantial benefit to the Property. Additionally, Licensee acknowledges that it will derive a benefit from Lender's agreement to make the Loan to Owner and Licensee is therefore willing to enter into this Agreement upon the terms and conditions hereinafter provided. Accordingly, a direct relationship exists between Licensee and Lender as required for Licensee to hold and pledge the License (as hereinafter defined).

D. Lender and Licensee each desire to obtain the other's agreement that upon a termination of the Management Agreement, and if requested by Lender in connection with the exercise by Lender of its rights and remedies under the Loan, Licensee shall (to the extent permitted under applicable law) assign to Lender its interests in any liquor license(s) for the Property then issued in Licensee's name.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Owner hereby agree in favor of Lender as follows:

1. Upon a termination of the Management Agreement, and if requested by Lender, if Lender acquires Owner's interest in the Property pursuant to the terms of the documents entered

into in connection with the Loan, whether by reason of foreclosure or other proceedings brought to enforce the rights of Lender, or by deed in lieu of foreclosure, or by any other method, Licensee shall (to the extent permitted under applicable law), assign to Lender its interests in any liquor license(s) for the Property then issued in Licensee's name. Owner hereby consents to any such assignment(s). In furtherance of the foregoing and to the extent permissible by applicable law, Licensee hereby pledges to Lender, and grants to Lender a security interest in, Licensee's rights in and to any liquor license issued to Licensee for the benefit of the Property, including, without limitation, License No. 00001-HT-0770 (the "License") issued by the Licensing Board of the Town of Needham (the "Licensing Agency"). Additionally, Licensee agrees, at Owner's sole cost and expense, to take any and all reasonable actions necessary to perfect Lender's security interest in the License, including, without limitation, filing with the Licensing Agency within thirty (30) days after the date hereof an application for the pledge of the License to Lender. Following the filing of such application, Licensee agrees, at Owner's sole cost and expense, thereafter to use diligent, good faith efforts to complete all additional actions reasonably required to perfect the security interest, including, without limitation: (i) scheduling and attending a public hearing with the Licensing Agency regarding the pledge of the License; (ii) providing continuing assistance in the application process related to the pledge of the License and any further actions reasonably necessary to perfect the security interest in any liquor license issued to Licensee for the benefit of the Property with the Licensing Agency and/or the Commonwealth of Massachusetts Alcoholic Beverages Control Commission; and (iii) to the extent Licensee's approval is required, authorizing the filing of a UCC Financing Statement with the Secretary of the Commonwealth of Massachusetts with respect to the License. Owner hereby consents to all of the foregoing.

2. This Agreement may not be modified in any manner other than by an agreement in writing signed by the parties hereto, or their respective successors in interest.

3. Any notice, demand, request, consent or communication that any party hereto desires or is required to give to another party hereto shall be in writing and shall either be served personally to the address and on the person specified below, or by prepaid, first class, certified, registered or Express Mail, return receipt requested, addressed as follows

To Licensee: Needham Cabot Concessions, L.L.C.
30 South Wacker Drive, Suite 3600
Chicago, Illinois 60606
Attn: Diane Fox and Mark Zettl

With a copy to: Haynes & Boone, LLP
30 Rockefeller Plaza, 26th Floor
New York, New York 10112
Attn: Bradford Lavender, Esq.

To Owner: WCP Needham Cabot, L.L.C.
c/o Waterton
30 South Wacker Drive, Suite 3600
Chicago, Illinois 60606
Attn: Nir Liebling, Mark Zettl and Erin Ankin

With copies to: c/o Edge Principal Advisors, LLC
1700 Broadway; 37th Floor
New York, New York 10019
Attn: Jeffrey Walker and Evan Mallah

and

Haynes and Boone, LLP
30 Rockefeller Plaza, 26th Floor
New York, NY 10112
Attn: Bradford B. Lavender, Esq.

To Lender: Customers Bank
One International Place
29th Floor
Boston, MA 02110
Attn: James B. Daley, Senior Vice President

With a copy to: Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, Massachusetts 02210-2604
Attn: Christopher W. Papavasiliou, Esq.

Any party hereto may change its address by notifying the other parties of the change not later than ten (10) days prior to the date such change is to be effected. Notice as provided herein shall be deemed given upon delivery if personally delivered, or if mailed, upon the date of receipt or refusal of attempted delivery thereof shown on the return receipt.

4. Subject to the provisions of the Management Agreement and the Concession Agreement regarding assignments by Licensee, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns. As used herein, the term "Licensee" shall include the original Licensee designated herein, and its permitted successors and assigns under the Concession Agreement; the term "Lender" shall include the original Lender designated herein and its successors and assigns, including anyone who shall have succeeded to Owner's interest in the Property by, through or under foreclosure of the Mortgage; and the term "foreclosure" shall be deemed to include the acquisition of Owner's estate in the Property by voluntary deed or assignment in lieu of foreclosure.

5. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

6. For convenience, the signatures of each of the parties to this Agreement may be executed on separate pages, which when attached to this Agreement shall constitute this as a complete agreement.

[continued next page]

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

Owner

WCP NEEDHAM CABOT, L.L.C.,
a Delaware limited liability company

By: 

Name: Peter M. Vilim
Title: Authorized Signatory
Hereunto Duly Authorized

[continued next page]

Licensee

NEEDHAM CABOT CONCESSIONS, L.L.C.,
a Delaware limited liability company

By: 

Name: Peter M. Vilim

Title: Authorized Signatory

Hereunto Duly Authorized

FIRST AMENDMENT TO HOTEL MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO HOTEL MANAGEMENT AGREEMENT (this “**Amendment**”), dated as of April 2, 2021, is made by and between **Needham Lending Company, LLC**, a Delaware limited liability company (“**Owner**”), and **SSH Needham LLC**, a Delaware limited liability company (“**Operator**”).

RECITALS

A. Owner and Operator entered into that certain Hotel Management Agreement (the “**Agreement**”), dated as of March 4, 2021, with respect the operation, direction, management, and supervision of the Hotel. Capitalized terms used but not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

B. Owner and Operator have agreed to modify certain provisions of the Agreement pursuant to the terms of this Amendment.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, Owner and Operator agree as follows:

AGREEMENT

1. Section 3.6 of the Agreement is hereby deleted and replaced with the following:

a. Notwithstanding any other provision of this Agreement to the contrary, Operator’s obligations with respect to any Major Agreement shall be limited to the extent any such Major Agreement has been delivered to Operator sufficiently in advance to allow Operator to perform such obligations and (ii) the provisions thereof and/or compliance with such provisions by Operator (1) are applicable to the day-to-day operation, maintenance and non-capital repair and replacement of the Hotel or any portion thereof, (2) do not require contribution of capital or payments of Operator’s own funds, (3) do not materially increase Operator’s obligations hereunder or materially decrease Operator’s other rights hereunder, (4) do not limit or purport to limit any corporate activity or transaction with respect to Operator or its affiliates or any other activity, transfer, transaction, property or other matter involving Operator or its affiliates other than at the site of the Hotel, and (5) are otherwise within the scope of Operator’s duties under this Agreement. Owner acknowledges and agrees, without limiting the foregoing, that any failure of Operator or the Hotel to comply with the provisions of any Major Agreement arising out of (A) the condition of the Hotel, and/or the failure of the Hotel to comply with the provisions of such Major Agreement, prior to Operator’s assuming the day-to-day management thereof, (B) construction activities at the Hotel, (C) inherent limitations in the design and/or construction of, location of and/or parking at the Hotel, (D) instructions from Owner to operate the Hotel in a manner inconsistent with the Major Agreements and/or (E) Owner’s failure to approve any matter requested by Operator in Operator’s reasonable good faith business judgment as necessary or appropriate to achieve compliance with any Major Agreement, shall not be deemed a breach by Operator of its obligations under this Agreement.

2. The headings of the titles to the articles of this Amendment are inserted for convenience only and are not intended to affect the meaning of any of the provisions hereof.

3. No provision of this Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are declared to be severable. If this Amendment or any provisions contained herein shall conflict with the Agreement or any provisions contained therein as in effect prior to this Amendment, the provisions of this Amendment shall control to the extent of such conflict.

4. Nothing contained in this Amendment shall constitute a waiver of any of the terms and conditions of the Agreement.

5. This Amendment shall be binding upon and inure to the benefit of Owner and Operator and their respective successors and permitted assigns.

6. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. All disputes amongst the parties hereto arising out of or relating in any way to this Amendment (collectively, the “Disputes”) shall be adjudicated exclusively by mandatory binding arbitration to be conducted in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (including the Expedited Procedures found in the provisions of Rules 16.1 and 16.2 thereof, the “JAMS Rules”) (such arbitration proceeding, the “Arbitration”). The Arbitration shall be conducted before a single neutral arbitrator selected in accordance with the JAMS Rules. Subject to the JAMS Rules, in-person hearings in the arbitration shall be held in New York, New York, and shall be conducted in English. No party shall join, and no arbitrator or court may allow any party to join, claims of any other person in a single arbitration or court proceeding, and there will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action without the consent of all owners of Units. Each party shall equally share the arbitrator fees and other costs billed to the parties by JAMS for the Arbitration. Each of the parties shall pay its own attorneys’ fees and costs incurred in connection with the Arbitration. The arbitrator shall have no authority to render an award that requires any party to pay the attorneys’ fees or costs incurred by any other party in connection with the Arbitration or otherwise, unless the statute or statutes governing the dispute provide differently. A judgment upon a final award rendered by the arbitrator may be sought and entered in any court having jurisdiction thereof. If JAMS is not in business or is no longer providing arbitration services, then the American Arbitration Association shall be substituted for JAMS for the purposes of this Section. Each party shall maintain the confidentiality of the Arbitration and all information regarding the Arbitration (including any award rendered therein), except as necessary enforce an arbitration award or as otherwise required by law. This Section shall be governed by and interpreted in accordance with the Federal Arbitration Act.

7. This Amendment may be executed in any number of counterparts each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and

the same instrument. Signatures on this Amendment delivered by facsimile shall be deemed to be original signatures for all purposes of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Operator and Owner have duly executed this Agreement the day and year first above written.

Needham Lending Company, LLC

By: _____
Name: Kyle Volluz
Title: Manager

SSH Needham LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Operator and Owner have duly executed this Agreement the day and year first above written.

Needham Lending Company, LLC

By: _____
Name: Kyle Volluz
Title: Manager

SSH Needham LLC

By: _____
Name: Blair Wells
Title: Authorized Signatory

N O T
A N
O F F I C I A L
C O P Y

N O T
A N MASSACHUSETTS STATE EXCISE TAX
Norfolk County Land Court
Date: 05-03-2021 at 02:54pm
Ct1#: 1139 Doc#: 1475848
Fee: \$184,568.28 Cons: \$40,475,102.68

DEED IN LIEU OF FORECLOSURE

WCP NEEDHAM CABOT, L.L.C., a Delaware limited liability company, with a principal place of business at c/o Waterton, 30 South Wacker Drive, Suite 3600, Chicago, Illinois ("**Grantor**"), for the consideration as more fully described below, grants to **NEEDHAM LENDING COMPANY, LLC**, a Delaware limited liability company with a principal place of business at 3625 North Hall Street, Suite 900, Dallas, Texas 75219 ("**Grantee**"), with *quitclaim covenants*,

The land with the buildings and other improvements thereon situated at 100 Cabot Street, Needham, Norfolk County, Massachusetts, all as described and more particularly set forth on Exhibit A attached hereto (the "**Property**") and made a part hereof.

The Property is conveyed subject to that certain Mortgage, Financing Statement and Security Agreement given by Grantor to Customers Bank dated as of October 30, 2018 and filed with Norfolk County Registry District of the Land Court (the "Registry District") as Document No. 1,411,462 (noted on Certificate of Title No. 190927) (the "Mortgage"), as assigned by Customers Bank to Grantee by Assignment of Mortgage, Financing Statement and Security Agreement and Other Loan Documents dated as of January 13, 2021 and filed with the Registry District as Document No. 1,466,756, and any of the other related loan documents delivered in connection with securing the indebtedness also secured by the aforesaid Mortgage (such additional loan documents, together with the Mortgage, are referred to collectively herein as the "**Loan Documents**"), all of which evidence or secure a loan by Customers Bank to Grantor, as assigned as aforesaid (the "**Loan**"), as further described in the Loan Documents.

The outstanding principal balance of the Loan and secured by the Mortgage is \$40,475,102.68 (the "**Principal Amount**"). The "as is" fair market value of the Property as of the date hereof is less than the Principal Amount. The deed excise tax of \$184,568.28 based on the Principal Amount is being paid by Grantee subject to the Grantee's right to apply for an abatement. This Deed is being given to Mortgagee in lieu of a foreclosure of the Mortgage.

Such conveyance is made subject to and with the benefit of all matters of record, insofar as the same are now in force and applicable.

N O T

N O T

Grantor, by execution and delivery hereof, and Grantee, by its acceptance hereof, agree and intend that there is and shall be no merger of the Loan Documents into this conveyance or into the fee simple interest or any interest in the Property and that the estates shall be kept and held separate and distinct and that said Loan Documents shall remain valid, enforceable and in full force and effect.

N O T

N O T

Grantor hereby certifies that it is not classified as a corporation for federal tax purposes for the current taxable year.

C O P Y

C O P Y

For Grantor's title, see Certificate of Title No. 190927 at the Registry District.

Witness the execution hereof as a sealed instrument as of the 2nd day of April, 2021.

GRANTOR:

WCP NEEDHAM CABOT, L.L.C.,
a Delaware limited liability company

By: _____

Name: Erin H. Ankin

Title: Authorized Real Property Signatory

State of Illinois

COOK County

On this 13 day of April, 2021, before me, the undersigned notary public, personally appeared Erin H. Ankin, as Authorized Real Property Signatory of WCP Needham Cabot, L.L.C., a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was driver's license, 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 as the voluntary act and free act and deed of WCP Needham Cabot, L.L.C.

marie
Jennifer Marie Kupietz

Notary Public
My commission expires: 01/21/2025



N O T

N O T

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed as of the date written above as a sealed instrument under the penalties of perjury.

C O P Y

C O P Y

GRANTOR:

WCP NEEDHAM CABOT, L.L.C.,
a Delaware limited liability company

By

Name: Erin H. Ankin

Title: Authorized Real Property Signatory

State of Illinois

Cook County

On this 13 day of April, 2021, before me, the undersigned notary public, personally appeared Erin H. Ankin, proved to me through satisfactory evidence of identification, which was Drivers license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Jennifer Marie Kupietz
Notary Public

My commission expires: 01/21/2025



ASSIGNMENT OF LIQUOR LICENSE

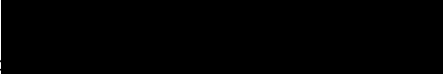
NEEDHAM CABOT CONCESSIONS, L.L.C., a Delaware limited liability company (“Assignor”), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby agree to assign, transfer, set over and convey to NEEDHAM LENDING COMPANY, LLC, a Delaware limited liability company (“Assignee”), all of Assignor's right, title and interest in and to that certain Liquor License No. 00001-HT-0770 issued by the Licensing Board of the Town of Needham (the “Liquor License”) with respect to the hotel located at 100 Cabot Street, Needham, Massachusetts (the “Hotel”), subject to the terms of this Assignment of Liquor License (this “Assignment”). The assignment of the Liquor License from Assignor to Assignee shall be effective upon the approval of the licensing authority in the Town of Needham, Massachusetts and the Massachusetts Alcoholic Beverages Control Commission. Until receipt of such approval, Assignor shall take no action to surrender, terminate or allow the Liquor License to lapse; provided that any actions reasonably necessary to maintain the Liquor License shall be done by Assignor at the sole cost and expense of the Assignee. This Assignment is made in connection with the conveyance of the Hotel from WCP Needham Cabot, L.L.C. to Assignee, its lender, pursuant to a deed in lieu of foreclosure. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one original Assignment and any of which counterparts may be exchanged by .PDF/email or other electronic transmission.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment effect as of the ____ day of _____, 2021.

ASSIGNOR:

NEEDHAM CABOT CONCESSIONS, L.L.C.,
a Delaware limited liability company

By: 

Name: RAJ DAMSINGHAN

Title: AUTHORIZED REPRESENTATIVE

Hereunto duly authorized

ASSIGNEE:

NEEDHAM LENDING COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: Kyle Volluz

Title: Manager

Hereunto duly authorized

IN WITNESS WHEREOF, the parties have executed this Assignment effect as of the ____
day of _____, 2021.

ASSIGNOR:

NEEDHAM CABOT CONCESSIONS, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Hereunto duly authorized

ASSIGNEE:

NEEDHAM LENDING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: Kyle Volluz
Title: Manager
Hereunto duly authorized

TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- **Transfer Application**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Purchase and Sales Agreement**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following :
 - Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 13 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.



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

MEETING DATE: 9/14/2021

Agenda Item	Public Hearing – Dangerous Dog Hearing
Presenter(s)	John Schlittler, Police Chief Christina Santamaria, Dog Owner

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Chief Schlittler has requested that the Select Board hold a dangerous dog hearing in accordance with MGL c. 140 Section 157 and Town By-Law 3.7.5 on a complaint about a dog by the name of “Duke” residing at 83 Old Farm Road in Needham.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion: That the Board take the following action_____.</i>	
3.	BACK UP INFORMATION ATTACHED
a. Notice of Public Hearing b. Police Report c. Neighbor Complaint	



**LEGAL NOTICE
Town of Needham
Select Board
Public Hearing**

**Select Board
Notice of Public Dog Hearing**

The Select Board of Needham will hold a public hearing in accordance with M.G.L. c.140, §157 and Town By-Law 3.7.5 Uncontrollable Dog, on a complaint of a dangerous dog. The complaint concerns “Duke”, a Black Lab/Boxer mix which resides at 83 Old Farm Road with owner Christina Santamaria.

The Public Hearing will be held at the office of the Select Board, Town Hall, 1471 Highland Avenue, Needham, Ma, September 14, 2021 at 6:00 p.m. in person and via Zoom.

Use this link below to join the webinar:

<https://us02web.zoom.us/j/84366515233?pwd=bEVkL1JyRohoNopWd2oocDRlQnR5Zz09>

Or Telephone:

Dial US: +1 646 558 8656 or +1 301 715 8592 Webinar ID: 843 6651 5233

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

Matthew D. Borrelli
Marianne Cooley
Lakshmi Balachandra
Daniel P. Matthews
Marcus Nelson

Select Board

Dated: August 30, 2021



Needham Police Department

99 School Street
Needham, Massachusetts 02492
Telephone (781) 455-7570
Fax (781) 453-9496



John J. Schlittler
Chief of Police

Phone (781) 455-7570, ext. 216
email: jschlittler@needhamma.gov

TO: Town Manager Kate Fitzpatrick

FROM: Chief John J. Schlittler

SUBJECT: Dog bite on Old Farm Road

DATE: August 30, 2021

Kate,

I have attached two police reports that document complaints of a dangerous dog that is owned by Christina Santamaria of 83 Old Farm Road. After reviewing the attached reports and feedback from the residents of Old Farm Road, I feel that a hearing in front of the Select Board in accordance with town by-law 3.7.5: uncontrollable dog is appropriate. I strongly feel that the two unprovoked bites in a short period of time pose a public safety threat to the neighborhood.

Respectfully,

A handwritten signature in blue ink, appearing to read "J.J. Schlittler".

Chief John J. Schlittler

Needham Police Department
Incident Report

Page: 1
08/30/2021

Incident #: 21NEE-953-OF
Call #: 21-30733

Date/Time Reported: 08/12/2021 1715
Report Date/Time: 08/12/2021 1818
Occurred Between: 08/12/2021 1715-08/12/2021 1818
Status: No Crime Involved

Involves: Juveniles
Reporting Officer: Patrol Matthew Palmer
Approving Officer: Sergeant Timothy Dooher

Signature: _____

Signature: _____

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
1	OLD FARM RD NEEDHAM MA 02492					
Military Active Duty: N BODY: NOT AVAIL. DOB: 12/10/2007 LICENSE NUMBER: NOT AVAIL.						
COMPLEXION: NOT AVAIL. PLACE OF BIRTH: NOT AVAIL. ETHNICITY: NOT HISPANIC						
[CONTACT INFORMATION]						
2	SANTAMARIA, CHRISTINA B 83 OLD FARM RD NEEDHAM MA 02492					
Military Active Duty: N HEIGHT: WEIGHT: HAIR: BROWN EYES: NOT AVAIL. BODY: NOT AVAIL. COMPLEXION: NOT AVAIL. DOB: PLACE OF BIRTH: NOT AVAIL. LICENSE NUMBER: ETHNICITY: UNKNOWN						
[CONTACT INFORMATION]						
Home Phone (Primary) 617-645-1860 Home Phone (Primary) 6176451860						
[APPEARANCE]						
GLASSES WORN: NO						

#	EVENTS (S)
	LOCATION TYPE: Other/Unknown Zone: 2 A 83 OLD FARM RD NEEDHAM MA 02492
1	Dog Call

Needham Police Department
Incident Report

Page: 2
08/30/2021

Incident #: 21NEE-953-OF
Call #: 21-30733

#	VICTIM(S)	SEX	RACE	AGE	SSN	PHONE
---	-----------	-----	------	-----	-----	-------

1

OLD FARM RD
NEEDHAM MA 02492

ETHNICITY: Not of Hispanic Origin

RESIDENT STATUS: Resident

VICTIM CONNECTED TO OFFENSE NUMBER(S): 1

CONTACT INFORMATION:

CallBack Number (Primary)

NARRATIVE FOR PATROL MATTHEW E PALMER

Ref: 21NEE-953-OF

Entered: 08/12/2021 @ 1824 Entry ID: 7439
Modified: 08/14/2021 @ 1442 Modified ID: 7439
Approved: 08/17/2021 @ 0613 Approval ID: 4824

On 8-12-21 at 5:15pm I (N571) responded to 83 Old Farm Rd. for a report of a Dog Bite incident.

Upon arrival with Ofc. Biellik (N572) I spoke with [redacted] who is the home owners (Christina Santamaria) Mother-In-Law. [redacted] stated the neighbor [redacted] had complained about their dog Duke being in her back yard. [redacted] who is one of the dogs Care takers/Owner went next door to see what [redacted] was talking about.

At this time Duke was in the house at 83 Old Farm Rd. While [redacted] was speaking to [redacted], [redacted] let Duke into the back yard. Duke had made a hole under the fence and re-entered [redacted]s yard and attacked her. Duke bit [redacted] on the right hand and right rear upper right leg causing several puncture wounds to both areas. [redacted] drove herself to B.I. Needham for treatment prior to our arrival.

I spoke with the dogs owner Christina Santamaria over the phone due to her being out of state. I informed Christina the dog is to be Quarantined for 10 days on her property. The dog is up to date on its rabies shots. I also recommended the dog wear a muzzle when outside due to this being the second bite incident in the past 2 months.

Christina stated she is looking to place the dog in a new home. Christina also stated she had someone coming to fix the fence in the morning.

I will be following up with Christina with Quarantine paperwork and possible By-Law fines. Will be checking with Town Hall to see if dog is up to date on Dog License.

Myself and Sgt. Dooher responded to the B.I. Needham to follow up with the victim [redacted]. Upon our arrival [redacted] was sitting outside the ER. [redacted] showed me her injuries as described above. Due to high volume of patients in the E.R. [redacted] was going to Urgent Care in Needham for treatment. Sgt. Dooher assisted with the transport. [redacted] stated she fears the dog (Duke) and has feared it for some time. She stated she does not feel comfortable with this aggressive dog living next door to her.

On 8-13-21 I (AC1) issued a 10 Day Quarantine and a Civil Citation for 3.7.2 Disturbing the Peace (Biting Dog) and 4.1.4 Failure to License Dog. Both were given in hand to [redacted].

Needham Police Department
Incident Report

Page: 1
08/30/2021

Incident #: 21NEE-982-OF
Call #: 21-31655

Date/Time Reported: 08/19/2021 1037
Report Date/Time: 08/19/2021 1048
Occurred Between: 08/19/2021 1037-08/19/2021 1048
Status: No Crime Involved

Reporting Officer: Patrol Matthew Palmer
Approving Officer: Sergeant Michael Lamb

Signature: _____

Signature: _____

#	INVOLVED	SEX RACE	AGE	SSN	PHONE
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1 SANTAMARIA, CHRISTINA B
83 OLD FARM RD
NEEDHAM MA 02492

Military Active Duty: N

HEIGHT:

WEIGHT:

HAIR: BROWN

EYES: NOT AVAIL.

BODY: NOT AVAIL.

COMPLEXION: NOT AVAIL.

DC 379

PLACE OF BIRTH: NOT AVAIL.

LICENSE NUMBER: MA S50207391

ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

Home Phone (Primary)
Home Phone (Primary)

[APPEARANCE]

GLASSES WORN: NO

#	EVENTS (S)
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LOCATION TYPE: Residence/Home/Apt./Condo Zone: 2 A
82 OLD FARM RD
NEEDHAM MA 02492

1 Dog Call

Needham Police Department
Incident Report

Page: 2
08/30/2021

Incident #: 21NEE-982-OF
Call #: 21-31655

#	VICTIM(S)	SEX RACE	AGE	SSN	PHONE
---	-----------	----------	-----	-----	-------

1

OLD FARM RD
NEEDHAM MA 02492

ETHNICITY: Not of Hispanic Origin

RESIDENT STATUS: Resident

VICTIM CONNECTED TO OFFENSE NUMBER(S): 1

CONTACT INFORMATION:

CallBack Number (Primary)

NARRATIVE FOR PATROL MATTHEW E PALMER

Ref: 21NEE-982-OF

Entered: 08/19/2021 @ 1126	Entry ID: 7439
Modified: 08/19/2021 @ 1158	Modified ID: 7439
Approved: 08/19/2021 @ 1520	Approval ID: 8335

On 8-18-21 at approximately 5p [redacted] entered HQ to file a public records request for a dog bite report. I was unable to locate a report on the incident. I took Nancy's information and entering a report for the incident that occurred on 6-13-21.

[redacted] informed me on 6-13-21 she was unloading groceries from her car in her driveway when the neighbors dog from across the street at 83 Old Farm Rd. attacked her from behind biting her 4 times on the back of her left knee. The dogs owner Christina Santamaria was able to gain control of the dog and get it away from Nancy.

[redacted] drove herself to the B.I.Needham for treatment of the bite wounds. [redacted] stated she fears the dog and fears what might happen to herself or other neighbors if the dog gets off the property again.

I have spoken with the dog owner Christina and she stated she is looking to place the dog in a shelter. Christina was also advised to muzzle the dog (Duke a Blk Lab/Boxer Mix) when outside.

Dear Members of the Needham Select Board,

As residents of 75 and 82 Old Farm Road, we are writing to request the immediate removal of a dangerous dog currently housed at 83 Old Farm Road. The animal in question is owned by Cristina Santamaria and is named Duke. Duke has repeatedly demonstrated aggressive and uncontrollable behavior and has bitten each of us over the course of the last 2 months. Both attacks resulted in multiple bites that required medical treatment. Police reports were filed on both incidents. In conversations between concerned neighbors after the fact, someone shared that the dog had bitten more than 7 times to date. Additionally, when speaking to Roberta Redpath on the evening of Monday, August 16, Cristina openly admitted to the danger that the dog poses to both her own household and the neighborhood and yet it remains at her home, and she will not commit to removing him immediately.

Nancy Yablonski's Story:

On Sunday June 13th at 11:30 am, I returned home from grocery shopping and was unloading bags from the front passenger seat of my RAV4. My neighbor, Cristina Santamaria, and her friend were across the street talking on the driveway. Cristina's aggressive dog Duke was also on the driveway. Suddenly and without provocation, Duke came sprinting across Old Farm Road onto my driveway and grabbed the back of my left knee and bit me 4 times. I was stunned and terrified. Cristina and her friend ran over to check on me and pulled the dog off my leg. Cristina's friend asked if I provoked the dog and Cristina was shocked at his suggestion after witnessing the attack firsthand. Duke is clearly aggressive, unsocialized and inadequately trained.

Cristina asked if I was OK, and I showed her the back of my knee which had swelled into several large red/purple wounds. I told her I was going to the BID Emergency Room to have my leg checked and was going to report the attack to the Police. Cristina agreed this was a good course of action.

*After being discharged from BID, I went to the Needham Police Department to file a report and give the **Boston Public Health Report for Animal Bites** (which I completed at the hospital) to Officer Schlittler, on duty that afternoon. I was told a report would be created and filed, and Cristina Santamaria contacted regarding Duke and a course of action.*

Later that week Cristina told me she received a follow-up call from the Police Department and Duke was being quarantined for 10 days. Cristina said her plan was to find the 'right' owner for the dog and she had started looking for one. Duke's relocation is not happening fast enough. My attack came over 2 months ago and the dog is still in residence at 83 Old Farm Road. If the dog had been relocated, the attack on Roberta in her own backyard would not have happened.

Roberta Redpath's Story

As the most recent victim, I was attacked late in the afternoon on Thursday, August 12 in my own backyard. Duke entered my yard by burrowing under the fence that separates my house from Cristina's. My initial response was to secure my own dog who was also in the yard. Fortunately, the dogs were not immediately aware of each other, and I was able to get my dog safely onto the back porch without incident. I immediately called Cristina's home phone, but no one answered. I then contacted her cell which also went unanswered, and I was unable to leave a voicemail. When the dog reappeared a short time later, I went directly to Cristina's front door. Her son Chase answered and when I shared that the dog had been in my yard, the children in the house insisted that it wasn't their dog and it had to be someone else's. It was not clear to me if an adult was present at the time, and no one ever came to the door beside Chase and Lily. Eventually the kids ended up coming into my yard so that I could show them how the dog was entering from their yard. When we arrived in my yard the dog was not there but as we walked towards the fence, Duke stuck his head through and within a few seconds was in my garden barking aggressively and running back and forth. The kids tried to contain him, but he launched himself out of the garden and came at me. I was approximately 25 feet away from my screened in back porch. I immediately began running toward it and in that short distance I was bitten 4 times, twice on my right hand, once on my right thigh and once on my left flank. I have attached photos of my injuries as well as the police report on file for the incident.

When Cristina first learned of my injury, she texted my daughter. Her response did not indicate to me that she was taking any real responsibility for assuring that the dog could not harm anyone else before she managed to 'rehome' him.

iMessage
Thursday 5:25 PM

Hey. I'm out of state. I don't have your moms number. I wanted to see if your mom was ok. We didn't realize Duke dug a hole. We have been in the precess of rehoming Duke for about a month now. I'm so sorry. Please keep me posted

When I met with Cristina, on Monday August 16 to talk about the incident, she never asked how I was doing and instead talked about how traumatized her family was about having to give up the dog because they did not want Duke to be killed. She told me she had reached out to a woman in Colorado and someone in Maine about taking the dog. I told her that she could surrender the dog to the MSPCA, and they would first try to determine if the dog could be fostered or rehabilitated prior to humanely putting him down. She would not commit to when he would be removed.

On August 18, we learned the police would not pursue a removal order and it was up to us, the victims, and residents of Old Farm Road, to petition the Select Board for a removal order.

The quarantine order currently in effect will expire on Sunday, August 22 and we are formally asking the Board to be prepared to execute an immediate order for removal if Duke remains on the property beyond Monday, August 23.

It defies logic that an animal as dangerous as Duke is allowed to remain in a home where 3 children reside, and countless others visit. We have shared additional details and encouraged the police to further investigate but they insist that they have done all they can.

We are disappointed it has been this difficult to secure ourselves and others from the potential for severe injury from Duke. It's sad to think that a death or a major disfigurement would be required to insure a prompt response to our concerns.

We are asking the town to act swiftly to ensure the safety of all if the owner does not take the responsible action and surrender Duke on Monday, August 23. We will accept nothing less and are prepared to continue our efforts to ensure the safety of our families and visitors to the neighborhood.

This request is being made by Roberta Redpath and Nancy & Chet Yablonski and is supported by additional Old Farm Road residents. We are sharing our contact information and are available if any additional information is required. Thank you for your immediate attention to our urgent request. We hope to hear from you soon.

Sincerely,

Roberta Redpath	and	Nancy and Chet Yablonski
75 Old Farm Road		82 Old Farm Road
raredpath@hotmail.com		nancy.yablonski@gmail.com
781-771-0132		617-513-4584

Supporting Neighbors:	781-690-2674	781-718-2162
Judy and Dick Kelly	Lynne and Jon Braley	Maureen and Carl Thompson
59 Old Farm Road	68 Old Farm Road	67 Old Farm Road
kellyjandd@comcast.net	lynne.braley@gmail.com	catmat5@verizon.net
781-449-6220	jon.braley@verizon.net	781-455-8855
	781-449-3872	

Amy and Robert Kennedy	Carolyn and Sean Shaughnessy
76 Old Farm Road	89 Old Farm Road
Amy.kennedy@rcn.com	css9@me.com



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

MEETING DATE: 9/14/2021

Agenda Item	Emery Grover Project
Presenter(s)	Dan Gutekanst, Superintendent of Schools Connie Barr, School Committee Chair Members of the School Committee

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Superintendent Gutekanst, School Committee Chair Connie Barr, and members of the School Committee will provide information about the School Committee's request for funding for engineering and design related to the Emery Grover Building.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. School Administration & Operations Renovation Update and FAQs b. Memo to School Committee from Anne Gulati dated August 10, 2021 c. Memo to Finance Committee from Anne Gulati dated September 6, 2021 (with attachments) d. Emery Grover Feasibility Study is available here .	



School Administration & Operations Renovation Update and FAQs

Needham Select Board
September 14, 2021

What is the status of the School Committee's request to address the need for appropriate, safe and accessible space for NPS school administration & operations?

- Last May the School Committee withdrew the request for design funds for a renovation of the Emery Grover (EG) Building for School Administration & Operations; the SC promised to come back in the fall with additional information and a request for funding.
- Over the summer a Facilities Working Group representing several Town boards and committees convened to review and study options for all School and Municipal construction projects.
- Since July, school administrators have been working with the designer and Town officials to reconsider the scope of the project. Additionally, school administrators have asked for updated leasing options within Needham as an alternative, and we are working with a consultant to better understand the future needs of educational planning and school operations in order to ensure the final plan meets the needs of the community and is efficient and affordable.

What is the outcome of the planning to reduce the scope while maintaining essential and in person services for Needham students, staff & families?

- The proposed scope of the project has been **reduced from 23,000 s.f.(+/-) to 14,400 s.f.(+/-)** by creating more shared work/office space; keeping IT at existing school locations; and ensuring space for hybrid work and staff.
- The total and proposed cost has been **reduced from \$28.6 million to \$20.0 million**; the project is still eligible for CPA funding. The total and proposed cost includes funds to retrofit and relocate staff to Hillside during the period of construction.
- The reduced scope has a much smaller footprint and **still provides critical space for essential and in person staff and family services**, including curriculum & instruction, student support services, transportation, nutrition, community education, human resources, finance, and production services.

What are the other options for providing space for school administration and operations?

- **Leased Space** is a consideration but the cost per square foot (\$40 to \$45 or more in 2020) with a gross square foot of 20,000 would range from \$800,000 to \$900,000 per year plus initial fit out costs of approximately \$2 to 3 million.
- **Tearing down** the EG Building and building a new structure at about 20,000 square feet would be equivalent to renovating the existing structure due to fixed & constant costs (e.g., demo, Hillside retrofit)
- **Rebuilding Hillside** would have to be subject to further study but the feasibility report carries a cost of up to \$28.5 million; and it would not be eligible for CPA funding.
- **Moving** to another site in town was studied and is not feasible.
- **Relocating** to a school is not possible due to space constraints in each school.

What happens if the October 25th Special Town Meeting discusses and approves design funds for a renovation at EG as proposed in the warrant article?

- The School Committee will engage the CPC in a discussion about possible Community Preservation Act (CPA) funds for a renovation.
- The architect and PPBC will get to work on planning and designing appropriate, cost effective, and necessary modifications to Hillside to accommodate school administration and operations during the period of an EG renovation. Additionally, the architect and PPBC will finalize a design and final costs for a renovated EG Building.
- The School Committee would then request construction funds at the May 2022 Town Meeting; if successful, continued design, planning, and construction bidding would occur.
- A renovated EG Building for school administration and operations could open in 2024.

What are key and immediate next steps?

- The School Committee has voted a warrant article requesting funds at the upcoming October Special Town Meeting to design temporary administrative & operational space needs at Hillside and for the renovation of EG as a permanent home for school district operations.
- The FWG will review information about available leased space and discuss a cost benefit analysis for leased space versus Town-owned property.
- The school consultant will provide a report & recommendations about future educational and school operational needs and will share how any renovation can best meet district needs, including the ambitious goals and priorities of the district's Portrait of a Needham Graduate Strategic Plan.
- Continued dialogue with and among the School Committee, Select Board, Finance Committee, Community Preservation Committee, and Permanent Public Building Committee will be critical in order to move forward with a plan to provide efficient, accessible, and safe space for school administration and operations.

Where can I learn more?

- The background and information on the various studies, deficiencies, and infrastructure needs at the EG Building can be found here: [EG FAQs](#) and here: [Superintendent's Blog](#)
- The 2020 Feasibility Study is available here: [EG Feasibility Study](#)
- Learn more about the essential & public facing functions and services of school administration & operations here: [Essential school services](#)
- Responses to recent Finance Committee questions can be found here: [September 6th Response to Finance Committee Questions](#)
- An [analysis of the value of the EG property](#) if the building was demolished and sold to a developer is included in the original 2020 Feasibility Study.
- The original proposed design can be found here: [Original 23,000 S. F. Program Design](#); The reduced scope design can be found here: [Reduced 14,400 S.F. Program Design](#)
- The School Committee's Portrait of a Needham Graduate Strategic Plan can be found here: [Strategic Plan FY22](#)



“The Emery Grover Building has anchored the north end of the town center for over 120 years, first as the town’s new high school and eventually becoming school administration - providing vital and in person services to families and staff. However, without a plan to renovate the building, we must vacate the structure due to the continued lack of accessibility and for reasons of health and safety. It would then be demolished, resulting in a gaping hole in the neighborhood and a loss to the entire community. It’s past time to make a decision about Emery Grover and school administration. There is a clear need for space that is welcoming, efficient, safe, and sound.”

Dan Gutekanst, Superintendent of Schools



Needham Public Schools

Office of Financial Operations
Anne Gulati, Assistant Superintendent
1330 Highland Avenue * Needham, MA 02492
781-455-0400 ext. 206 * 781-455-0417 (fax)

August 10, 2021

To: Needham School Committee
From: Anne Gulati, Assistant Superintendent for Finance & Operations
RE: October 2021 Special Town Meeting (STM) Funding Request for Emery Grover Design

Background:

This request is for funds to design the renovation/ reconstruction of the Emery Grover School Administration building at its present location, as described by BH+A Architects in the Emery Grover Feasibility Study. This study, completed in June 2020, is available for review at:

http://www.needham.k12.ma.us/departments/business__operations/business_office/enrollment__capital_planning__construction_proj_

This project includes the following components: historic renovation of the Emery Grover exterior (façade); renovation and modernization of the interior spaces; and the construction of a 50ft by 100ft , three-story 18,415 GSF addition in the rear of the building. The orientation of the new addition would be rotated 90 degrees from its current configuration on the site, in order to bring in natural light from the north, east and south walls. The project also includes 66 parking spaces, of which 42 would be on-site and 24 would be off-site spaces at the Stephen Palmer building. Finally, this project includes the temporary use of the old Hillside Elementary School as swing space for school administration personnel during construction.

Based on the BH+A feasibility study, the project cost could be \$27.1 Million, which includes approximately \$3.0 million to make the Hillside school ready for temporary occupancy by school administration staff while the Emery Grover is under construction. The anticipated Town Meeting funding schedule is: October 2021 Emery Grover and Hillside detailed design; May 2022 Hillside improvements; and November 2022 Emery Grover construction. The Emery Grover construction is anticipated to take 24 months. Although BH+A Architects estimated that over 50% of the project could be eligible for Community Preservation Act (CPA) funding, the anticipated contribution from CPA funded debt is \$6,000,000, based on guidance from the Community Preservation Committee. If approved, the remainder of the project cost is anticipated to come from debt repaid by the General Fund within the levy limit (no debt exclusion.)

A preliminary project schedule appears below. If the project is delayed, the project cost is likely to increase to reflect construction price escalation.

Preliminary Project Schedule:

Design Funding: Oct '21 STM, 10 Months

Detailed Design Emery Grover: Oct '21 – Sept '22, 12 Months

Detailed Design Hillside Swing Space (Concurrent): Oct '21 – Mar '22, 6 Months

Bidding: Oct '22 – Nov '22, 2 Months

Construction Funding: May '22 ATM (for Hillside Swing Space), Nov '22 STM (for Emery Grover Renovation)

Preparation of Hillside as Swing Space: June '22 – Nov '22, 6 Months
School Administration Occupies Hillside Swing Space: Dec '22 – Nov '24, 2 Years
Construction: Dec '22 – Nov '24, 2 Years
New Building Opens: Dec '24

The Special Town Meeting is planned for Monday, October 25th, 2021. The due date for articles is September 3, 2021.

Special Town Meeting Warrant Request:

At this time, the School Committee is asked to vote to request that the following article be placed on the October 2021 Special Town Meeting warrant:

ARTICLE XX: APPROPRIATE FOR EMERY GROVER RECONSTRUCTION/ RENOVATION DESIGN

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$1,475,000 for engineering and design of renovation of and addition to of the Emery Grover Building and associated grounds, including the temporary use of the Hillside School as swing space and the creation of off-site parking at the Stephen Palmer Building, as well as costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that the Treasurer, with the approval of the Select Board, is authorized to borrow said sum under M.G.L., Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: TBD

ALG/alg



September 6, 2021

To: Needham Finance Committee

From: Anne Gulati, Assistant Superintendent for Finance and Operations

RE: Requests for Information – Emery Grover / School Administration and Operations

- 1. Please provide: (a) a copy of the RFP issued for possible spaces to lease, and (b) copies of the responses.**

Please see attached [RFI, Attachment A](#). The responses are due on September 10, which we will forward when they are received.

- 2. Please provide the total Square Footage of the current Emery Grover Building, and the portion of the total Square Footage that is actually used by School Department personnel.**

22,460 GSF, including the two side porticos and unused attic space. This breaks down as follows:

Basement Level	5,890 GSF (Usable space)
Main Level	6,400 GSF (Usable space, includes porticos)
Upper Level	5,780 GSF (Usable space)
Attic Level	<u>4,390 GSF</u> (Unusable space)
Total	22,460 GSF

- 3. For: both (a) the existing Building and (b) the proposed Building, please provide a breakdown of space used by function: (i) space used for functions that are Public facing or require interaction with others; and (ii) space used for activities that do not depend on in person interaction.**

The configuration of the existing building is [described in Attachment B](#), with spaces and personnel identified.

The configuration of the proposed building is [described in Attachment C](#). The proposed configuration has been reduced by approximately one third overall, from that which was originally presented by BH+A Architects. These reductions, which reduced the program of spaces from 22,965sf to 14,404 sf, have been made in an effort to reduce the physical footprint of the building, by the efficient use of shared spaces and common work areas, as

well as the relocation of the educational technology/head end room function to other school buildings.

All administrative functions located at Emery Grover involve some level of in-person interaction or physical handling of documents, materials or assets. However, there are some tasks that can be and are handled online and in some limited cases could be conducted remotely. The School Department is committed to operating as efficiently and effectively as possible, through the use of online services and automated workflows. [Attachment D describes the major functions of each department](#), including those which must be done in-person/ on-site, and those which can – or already are- being done remotely for efficiency gains.

- 4. Please provide a summary of (a) the services requiring in-person Public access, (b) the services are currently delivered in-person but could be automated or provided remotely in the future, and (c) the services where in-person Public access is desirable but cannot be accommodated in the current Building.**

[See Attachment D.](#)

- 5. The Emery Grover Feasibility study states on page 12 that there are currently a total of 66 employees at EG composed of: 44 permanent employees + 14 bus/van drivers who have a 'home base' at Emery Grover + 8 kitchen Managers conduct that daily business in the Food Services Department. Please provide: (a) list of the 66 positions/titles, and (b) a Map of the current Building showing where these positions work.**

Please [refer to Attachment B](#), which identifies the current spaces and their occupants.

- 6. For each of the prior studies of Emery Grover, please provide the recommended amounts of space renovated and amount of proposed expansion/new Square Footage added.**

The recommended amounts of renovated and expansion/new spaces in previous studies are noted below (where known.) These compare to a revised Emery Grover program of space totaling approximately 14,400 sf.

- a. 1990 Tappe & Associates
 - i. 13,568 GSF (Report Predates Information Technology)
 - ii. This preliminary design effort was renovation within the existing building.
- b. 1999 Kaestle Boos
 - i. The plan recommended gut renovation of the interior to provide more efficient use of space; no specific s.f. recommendation.

- c. 2006 DiNisco Design Master Plan:
 - i. 21,385 (No Information Technology)
 - ii. This preliminary design effort was renovation within the existing building.
- d. 2010 BH+A Senior Center Study
 - i. Although this report proposed the renovation and reconfiguration of Emery Grover, it was for a different, senior center use. The recommended senior center program of spaces was 21,840 GSF on four levels (including the attic.) The proposed gut renovation design was generally contained within the existing building, with the addition of an elevator, a handicapped ramp and a glass vestibule within the portico to serve as the main entry.
- e. 2013 Design Lab
 - i. 16,614 GSF Base Program (No Information Technology)
 - ii. 21,554 GSF Program (Including Information Technology)
 - iii. The proposed design program was generally contained within the existing building, on four levels, with the addition of an elevator.
 - iv. http://p13cdn4static.sharpschool.com/UserFiles/Servers/Server_64429/File/Departments/Administrative/Business%20Office/construction%20Projects/School%20Administration%20Building%20Study%20August%202013.pdf
- f. 2014 HKT Architects
 - i. 18,802 (No Information Technology)
 - ii. The preliminary renovation program was generally contained within the existing building, on four levels, with the addition of an elevator and accessible entryway.
 - iii. <http://www.needhamma.gov/DocumentCenter/View/10901/006-Volume-2-Facilities-Master-Plan-2014-Schools-and-School-Administration?bidId=>
- g. 2020 BH+A Feasibility:
 - i. 18,200 GSF Base Program (No Information Technology)
 - ii. 22,653 GSF Program (Including Information Technology)
 - iii. The project includes gut renovation of four floors and adds a 50ft by 100ft, three-story 18,415 GSF addition in the rear of the building.



NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492

August, 2021

REQUEST FOR INFORMATION (RFI)

LEASED SPACE FOR SCHOOL ADMINISTRATION

RFI #22SCH079M

The Needham School Committee invites knowledgeable persons in the Needham vendor community to provide advice and best analysis of the current state of the marketplace in Needham, with regard to leasing approximately 20,000 s.f. of office space for school department administrative headquarters, for a term of 3, 5, 10 or 20 years. Request for Information packages will be available from the Office of the Assistant Superintendent for Finance and Operations, **1330 Highland Avenue, Needham, MA 02492**, or may be downloaded from <http://www.needhamma.gov/bids.aspx> beginning **August 20, 2021 at 9:00 AM**.

Information submissions are returnable to the **Office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492** no later than **September 10, 2021 at 10:00 AM**.

Responses to this RFI shall serve solely to assist the Needham Public Schools to understand the current state of the marketplace with regards to the solicited information or to inform the development of a potential future solicitation for a Request for Proposals (RFP.) This RFI does not in any way obligate the Town of Needham to issue or amend a solicitation or to include any of the RFI provisions or responses in any solicitation. Responding to this RFI is entirely voluntary, and will in no way affect the Town's consideration of any proposal submitted in response to any subsequent solicitation, nor will it serve as an advantage or disadvantage to the respondent in the course of any RFP that may be subsequently issued or amended.

Daniel E. Gutekanst
Superintendent of Schools
Town of Needham
Needham, Massachusetts

**Needham Public Schools
Procurement in Brief**

Primary Procurement Contact	Melane Bisbas School Business and Operations Coordinator 1330 Highland Avenue Needham, MA 02494 Melane_Bisbas@needham.k12.ma.us Phone 781-455-0400 ext 11204	
Event	Date	Details
Title	Request For Information (RFI) Leased Space For School Administration	
Contract Number	RFI #22SCH079M	
RFI Available	August 20, 2021 9:00 AM	Requests for Information packages, including excel financial offer summary sheet, are available from the Office of the Assistant Superintendent for Finance and Operations, 1330 Highland Avenue, Needham, MA 02492, or may be downloaded from http://www.needhamma.gov/bids.aspx . Bidders who access RFI materials from the Town's website are responsible for acknowledging receipt of those materials using the Acknowledgement of Receipt form found in Appendix C and for checking the website periodically for any addenda that may be issued.*
Informational Meeting	September 1, 2021 11:00 AM	1330 Highland Avenue, Needham, MA 02492 Upstairs Large Conference Room
Deadline for Written Questions	September 3, 2021 12:00 PM Needham Public Schools will not respond to questions submitted after the above date.	Questions may be submitted via email to: Melane Bisbas, School Business and Operations Coordinator Melane_Bisbas@needham.k12.ma.us , Responses to questions will be forwarded to all persons on record as having received the RFI.

Addenda	If any changes are made to this RFI, an addendum will be issued. Addenda will be emailed to all persons on record as having received the RFI. Addenda also will be posted to the Town of Needham bid website at http://www.needhamma.gov/bids.aspx .	
When and Where are Information Submissions Due?	September 10, 2021 10:00 AM	Information submissions are due to the Office of the Assistant Superintendent for Finance and Operations, 1330

Last updated August 10, 2021

		Highland Avenue, Needham, MA 02492 by the due date and time. If, on the bid due date, the above office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays.) Information submissions will be accepted at the same location until that date and time.
Number of Required Copies		Respondents should submit one (1) electronic copy via e-mail and may, if they choose, also submit a hard copy to the above contact. Responses should include on the first page the official name (if any) of the firm or entity submitting the response. Please consecutively number all pages of the response.
Information Opening	September 10, 2021 10:00 AM	Information submissions will be publicly opened.
Bid Surety (Bond) Requirements	Not required	
Contract Award	Not applicable	
Contract Length	Not applicable	

*** RFI Acknowledgement**

It is recommended (but not required) that respondents acknowledge receipt of the RFI package using the Acknowledgement of Receipt form found in Appendix C. Respondents who complete and return this acknowledgement will be entered as a respondent of record in the RFI Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.

Last updated August 10, 2021



Respondents to this Request for Information (RFI) are invited to respond to any or all of the questions in this document. Responses to this RFI shall serve solely to assist the Needham Public Schools to understand the current state of the marketplace with regards to the solicited information or to inform the development of a potential future solicitation for a Request for Proposals (RFP.) This RFI does not in any way obligate the Town of Needham to issue or amend a solicitation or to include any of the RFI provisions or responses in any solicitation. Responding to this RFI is entirely voluntary, and will in no way affect the Town's consideration of any proposal submitted in response to any subsequent solicitation, nor will it serve as an advantage or disadvantage to the respondent in the course of any RFP that may be subsequently issued or amended.

1. Introduction

The purpose of this RFI is to elicit the advice and best analysis of knowledgeable persons in the vendor community for the purpose of understanding the current state of the marketplace in Needham, with regard to leasing approximately 20,000 s.f. of office space for a school department administrative headquarters, for a term of 3, 5, 10 or 20 years. The information solicited may be used to inform a future Request for Proposals (RFP) for leased office space of the same scope and type.

Responses to this RFI should include information that will be useful to NPS in understanding the state of the marketplace and/or subsequently drafting more detailed procurement solicitation(s.)

2. Agency

The Town of Needham School Administration Department serves as the headquarters for the Needham Public School (NPS) District. The NPS District serves about 5,600 students from Pre-kindergarten through 12th grade. The District includes five elementary schools (K-5), two middle schools (6, 7 & 8) and the High School (9-12). The administrative offices are currently located in the Emery Grover Building at 1330 Highland Ave, Needham. This building was constructed in 1897 and was originally designed as a High School. The building served as a high school, a middle school or an elementary school until the 1940's, when it was converted to school administration offices.

This building is on the National Register of Historic Buildings but needs significant repairs and/or replacement. The COVID-19 Pandemic helped to highlight the full extent of the building deficiencies in all major mechanical, electrical, plumbing, fire protection architectural envelope and accessibility systems. As the Town continues to explore options for renovation and/or replacement of the building, the District must also explore options to relocate to alternate leased office space on a temporary or a permanent basis.

Last updated August 10, 2021

This RFI is requesting responses from office owners and agents in Needham with available office space that could be leased to accommodate the full department on a 3, 5, 10 or 20-year basis. The programmatic needs of the office space are defined below.

3. Office Leased Space Requirements

Office Lease Space Requirements

The School Administration Building is currently centrally located in Town and accommodates 66 total employees in nine departments, excluding visitors and users of the conference spaces. The 66 employees include 44 permanent employees, an additional 14 bus/van drivers that have a 'home base' in the building and eight kitchen managers who conduct daily business in the Nutrition Services Department. An office building that is centrally located in Needham is most desirable. Offices outside of the Town of Needham are least desirable (and likely only considered in an emergency relocation situation.) For the purpose of this RFI, the NPS has determined that, at a minimum, a program area of 18,200 net square feet is needed to accommodate present and near future functions, not including vertical circulation and building mechanical, and electrical requirements. This represents the "minimal program." Optional but highly desired functions included adding a large, 1,200 square foot conference room for meetings and conferences, and bringing in-house the complete Information Technology department at 3,500 square feet, creating a total building program area of approximately 24,000 net square feet. This represents the "full program." These areas increased to 27,400 (reduced program) and 30,000 net square feet (full program) with necessary circulation, back-of-house mechanical, electrical, water room, elevator, stairs, and front-of-house lobby and cuing spaces for people. The net to gross factor is 30% (including circulation, egress, toilets.)

A desired Program of Spaces for the NPS offices is attached as Appendix A. Space needs include both open office spaces and about 32 enclosed offices (noted as "confidential" offices in the space program) and meeting spaces where confidential information can be discussed. While it is unlikely that any leased office space available on the market today will fit these needs without some tenant fit-out, leased space that minimizes the amount of tenant fit-out is most desirable. Leased spaces that have open office furniture and/or pre-built offices that can remain as part of the rental agreement are more desirable if they reduce moving expenses and fit the program needs. Although the administrative offices are currently housed on three floors of the Emery Grover Administration Building, leased space that is on a single floor or on contiguous floors with easy access between floors is desirable. The leased space must be fully handicapped accessible including parking, entrances, elevators, offices and bathroom facilities. Optimal space would include natural light in offices, windows to the exterior, a welcome lobby and good circulation. A loading dock that will accept deliveries of office supplies and technology equipment is desirable.

Parking Requirements

The NPS administration offices serve the schools and the public. Most of the employees drive to work, and

many visit the schools throughout the school year. Therefore, the leased office space must have between 68 – 106 parking spaces for employees and staff. At a minimum, 68 parking spaces are needed to accommodate employees (including the 44 permanent employees, either the 14 bus/van drivers or eight Nutrition Service managers who pass through at different times during the day), and 10 visitor spaces. The optimal number of spaces include spaces for 66 permanent and transitory employees, plus 50 visitor spaces. The parking must

Last updated August 10, 2021

accommodate up to eight school vans with a vertical clearance of eight feet. These could be accommodated as part of the 50 visitor spaces within a nearby garage, parking lot, or on-street parking if allowed in the district.

The parking spaces must include proximate handicapped parking spaces, including a handicapped van parking space for general office shared use. Some visitors arrive at the building daily, like cafeteria managers, while other visitors come for school registration, teacher training, Human Resource interviews and Principals' meetings. School Committee meetings will continue to be held at the Broadmeadow School, not at this office. The School Administrators work year-round typically Monday through Friday. Some staff work on weekends and/or holidays. Any building or parking security system or subsystem should accommodate this schedule of access. School van drivers typically visit the administration offices between shifts.

Tenant fit-out

The response to this request for information should include a description of the office space being offered, including HVAC, electrical, technology, plumbing, fire alarm and fire protection. The tenant fit-out allowance should define the level of fit-out that the landlord would provide to the space differentiated from the fit-out that the tenant would provide. For instance, an office space that has an existing kitchenette and break room or meeting rooms that could be repurposed would be more desirable.

The proposal should also define the expectations at the end of the lease term and if the tenant is required to restore or remove any of the tenant improvements.

Duration of Lease

The RFI solicits information for different lease lengths, to accommodate either short-term or long-term occupancy, specifically: 3, 5, 10 and 20 years. The three-year lease would be a one year lease with two one year options to renew at the sole discretion of the Town of Needham. The Building Owner must specify if the rental rate would remain constant during the three-year period or if there is an escalation in the rental rate each year. If so, the escalation rate must be included in the financial response to this request for proposal. The building owner must confirm if any portion of the lease period offered is a sub-lease from an existing tenant, and if so, define the differences in the term and rental rate for the sub-lease and the main lease.

4. Information Solicited

For each property identified, please complete the attached financial offer summary sheet found in Appendix B and provide the following information

- a.** Property Street Address and Building Name
- b.** Plans of building showing general dimensions and area for lease to meet this program of spaces.
Please note whether the s.f. are located on a single floor, or on contiguous floors with access between floors.

- c. Available net square feet for lease
- d. Available lease term(s), indicating whether any portion of the leased space is a sub-lease from an existing tenant. For three-year terms, indicate option for a one-year lease with two one-year renewal options at the Town's sole option is possible.
- e. Property Owner

Last updated August 10, 2021

- f. Sublessor (if any)
- g. Completed financial offer summary sheet (Appendix B)
- h. Description of leased space, including:
 - i. The applicability of the leased space to desired program of spaces, noting the number of of furnished or unfurnished pre-built offices, open spaces and meeting spaces.
 - ii. The number of available spaces for meetings and conferences, with square feet noted
 - iii. ADA accessibility, noting whether the following spaces are handicapped accessible: parking, entrances, elevators, offices and bathroom facilities.
 - iv. Access to building windows and natural light.
 - v. Compliance with building codes
 - vi. Description of circulation spaces, back of house mechanical, electrical, water room, elevator, stairs, front of house lobby, queuing spaces, egress toilets, etc. Include a description of the quality of mechanical systems, and efficiency of the electrical and lighting systems.
 - vii. Access to loading dock
 - viii. Description of parking facility (on-site parking lot, nearby garage, on-street, etc.), with number of available spaces noted, including number of handicapped car and handicapped van spaces. Include a description of the proximity of the handicapped spaces to the leased space.
 - ix. Building security and access during after-hours and on weekends.
- i. Description of the anticipated fit-out required to make the leased space conform to the NPS leased space requirements. The description should define the level of fit-out that the landlord would provide to the space differentiated from the fit-out that the tenant would provide.
- j. Define the expectations at the end of the lease term and if the tenant is required to restore or remove any of the tenant improvements.
- k. Description of common facilities or amenities available to tenants in the building (cafeteria, gym, daycare, structured parking, etc.)
- l. List of other tenants in the building
- m. Proximity to public transportation.

5. General Instructions

Please note that this RFI is issued solely for the purpose of obtaining information. Nothing in this RFI shall be interpreted as a commitment on the part of NPS to enter a contract with any respondent of to make any procurement.

- a. This RFI has been posted on **August 20, 2021 9:00 AM.**
- b. Respondents are encouraged to complete and return the Acknowledgement of Receipt Form found in Appendix C, so that responses to inquiries and clarification questions can be provided to all interested parties.

- c. Respondent Questions. Potential respondents who have questions regarding this RFI may e-mail them to the contact listed in (h) below by September 3, 2021 12:00 PM. Respondents may only make inquiries and request clarification concerning this RFI by written questions via e-mail. Responses to inquiries and clarification questions will be provided electronically to all interested

Last updated August 10, 2021

parties who have completed and returned the Acknowledgement of Receipt Form found in Appendix C.

- d. Informational Sessions. There will be an informational session(s) associated with this RFI on **September 1, 2021 11:00 AM.**
- e. Response Submission. All responses to this RFI are due by September 10, 2021 10:00 AM. Respondents should submit one (1) electronic copy via e-mail and may, if they choose, also submit a hard copy to contact listed in (g) below. All responses must include on the first page the official name (if any) of the firm or entity submitting the response. Please consecutively number all pages of the response.
- f. Response Content. Vendors should provide information about any or all of the data elements listed in Section 4 of this RFI.
- g. Response Format. NPS requests that all responses be submitted with a point-by-point response to each numbered subsection set forth in Section 4 above. If a respondent opts not to respond to any item(s), please note and if possible, include an explanation for the lack of response.
- h. NPS Contact Information. Please direct all communications, questions, and responses to the following contact:

Melane Bisbas
School Business & Operations Coordinator
1330 Highland Avenue
Needham, MA 02492
781-455-0400 x 11204
E-mail: melane_bisbas@needham.k12.ma.us

Additional Information. NPS retains the right to request additional information from respondents. NPS may, at its sole discretion, elect to request formal presentations from certain vendors and/or create an RFR or RFQ which will include the detailed requirements and key success criteria for the procurement and be based, at least in part, on the responses received from this RFI. NPS may request further explanation or clarification from any and all respondents during the review process.

6. Costs.

By submitting a response, respondents agree that any cost incurred in responding to this RFI, or in support of activities associated with this RFI, shall be the sole responsibility of respondent. NPS shall not be held responsible for any costs incurred by respondents in preparing their respective responses to this RFI.

7. Review Rights.

Last updated August 10, 2021

Responses to this RFI may be reviewed and evaluated by any person(s) at the discretion of NPS, including independent consultants retained by NPS now or in the future.

8. Public Record.

All responses to this RFI will be public record under the Commonwealth's Public Records Law, Mass. Gen. L. ch. 66 s. 10, regardless of confidentiality notices set forth on such writings to the contrary.

Last updated August 10, 2021

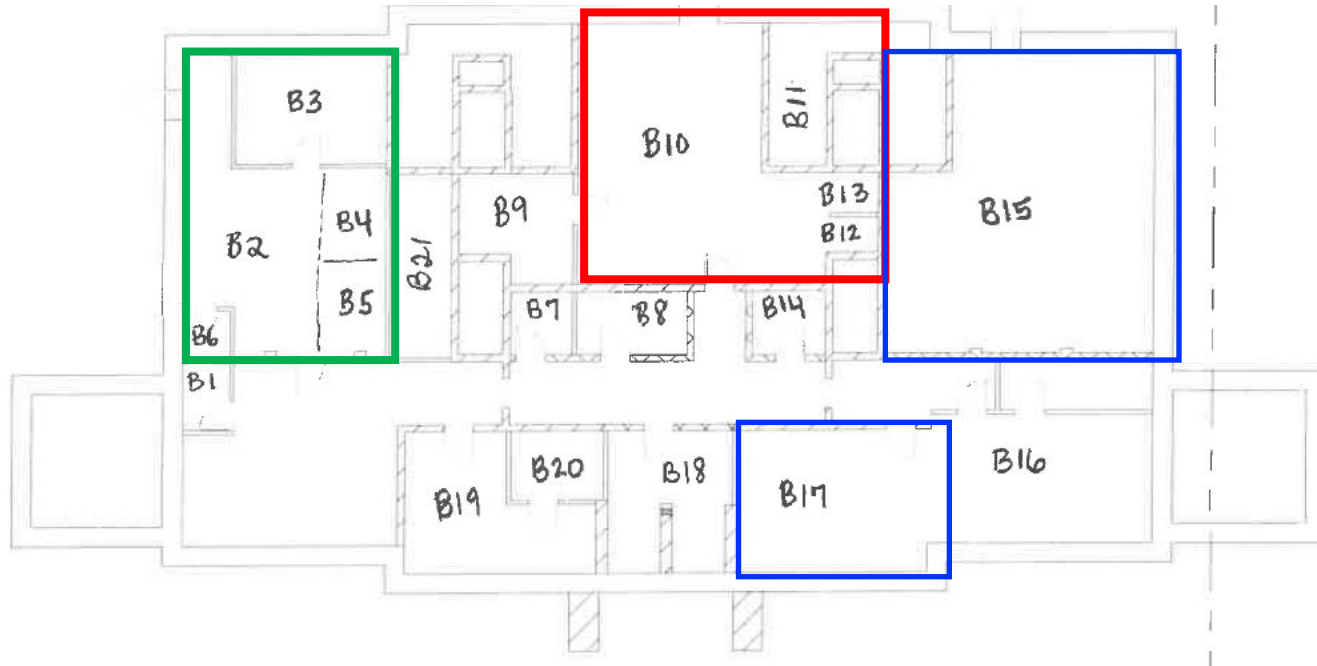
Appendix C
ACKNOWLEDGEMENT OF RECEIPT

Release Date	August 20, 2021 9:00 AM
RFI Title	Request For Information (RFI) School Administration Leased Space
RFI Number	#22SCH079M
Pre-Bid Conference	September 1, 2021 11:00 AM 1330 Highland Avenue Needham, MA 02492
Written Questions Due	September 3, 2021 12:00 PM
RFI Submissions Due	September 10, 2021 10:00 AM
Please provide the requested information below as acknowledgment that you have received the RFI package noted above. It is recommended that interested respondents complete this acknowledgement and return to the Town of Needham, Needham Public Schools at 781-455-0434 or by mail to melane_bisbas@needham.k12.ma.us. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Completing and returning this acknowledgement will ensure that you are recorded on the RFI Distribution Register.	
Name of Company or Individual (Print)	
Name/ Title of Contact (Print)	
Address (Line 1)	
Address (Line 2)	
Telephone Number	
Fax Number	
Email Address (Print)	

Signature	
Date	
* Addenda will be posted to the website. Please check the website before submitting your bid to the Needham Public Schools. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Needham Public Schools	

Last updated August 10, 2021

Lower Floor



Administrative Technology (Green)

B2 – General Office Space, Departmental Files & Reception
B3 – Director Of Information Technology Services (1.0 FTE)
B4 – District Data Manager (1.0 FTE)
B5 - Registrar (1.0 FTE)
B6 – Unisex Lavatory

Production Center (Red)

B10 – Production Center/ Mail Room Operator (1.0 FTE), Work Room
B11, B13 – Production Supplies/ Paper Storage
B12 – File Storage

Student Learning/ Curriculum Center (Blue)

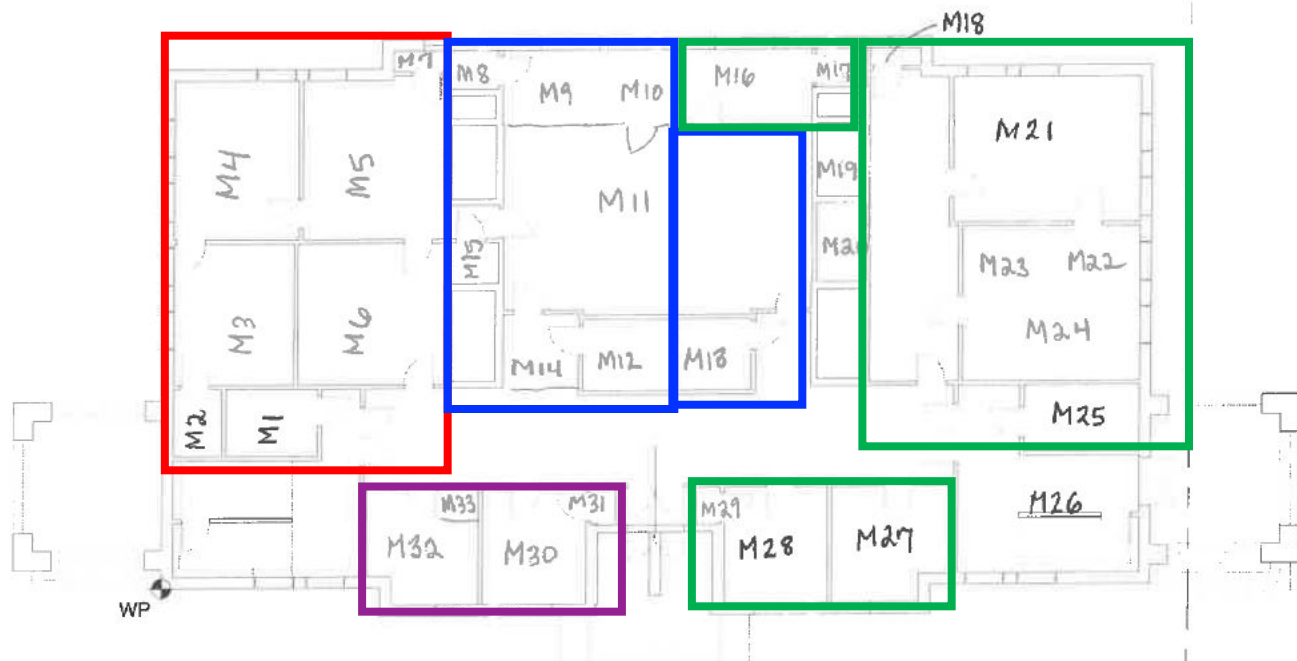
B15 – Instructional Leader English Language Arts (1.0 FTE), Instructional Leader Math (1.0 FTE), Administrative Coordinator For Student Learning (1.0 FTE), Curriculum Library
B17 - Assistant Superintendent For Student Learning (1.0 FTE)

Common Areas (White)

Custodial/ Building Storage – B1, B7, B16 (Below Stairs), B21
Heating Equipment – B9
File Storage – B8, B14, B18
Unisex Lavatory – B20
Employee Breakroom – B19

Attachment B Current Configuration

Main Floor



Superintendent (Red)

M1, M7 – File Storage/ Supplies
M2 – Superintendent's Lavatory
M3 – Superintendent (1.0 FTE)
M4 – Superintendent's Office Space/ Work Room
M5 – Executive Assistant to the Superintendent (1.0 FTE)
M6 – Superintendent's Conference Room

Community Education (Blue)

M8 – Supply Closet
M9 – Director Of Strategic Planning And Community Engagement (1.0)
M10 - Director Of Early Childcare (1.0 FTE)
M11 –NCE Program Director Middle (1.0 FTE), NCE Program Director Elementary & Summer (1.0 FTE), NCE Bookkeeper (1.0 FTE), NCE Temporary Staff (Seasonal),
M12 - NCE Adult Program Director (1.0 FTE)
M13 – NCE Marketing & Registration Manager (1.0 FTE)
M14 – Student Registrar (1.0 FTE)

Payroll/Human Resources (Green)

M16 - Payroll Supervisor (1.0 FTE), Payroll Coordinator (1.0 FTE)
M17, M18, M29 – Supply Closets
M21 – Assistant Superintendent For Human Resources (1.0 FTE)
M22 – Executive Assistant For Human Resources (1.0 FTE)
M23 - Human Resources Administrative Assistant I (1.0 FTE)
M24 – Human Resources Departmental Reception and Employee Files
M25 – File Storage
M27 – Human Resources Specialist (1.0 FTE)
M28 – Assistant Director Of Human Resources (1.0 FTE)

Common Areas (White)

Unisex Lavatory – M15
M19 – Walk in Safe
M20 – Fax, Printer and Work Area
M26 – Copier and Work Area (Stairwell)

Transportation (Purple)

M30 – Transportation Secretary, Departmental Reception and Files
M31 - Storage Closet
M32 – Director Of Transportation (1.0), General Meeting Space For 3.0 FTE Bus Drivers, 8.0 FTE Van Drivers, 3.0 Van Monitors
M33 – Transportation Unisex Lavatory

Upper Floor



Common Areas

U1 – Large Conference Room
U29, U22 – Unisex Lavatories
U21 – Custodial/Building Storage
U4 – File Storage (Stage)
U11 – Copier and Shared Work Area, Coffee Maker & Refrigerator

Finance/ Accounting (Blue)

U5 –Accounts Payable/Receivable Clerks (3.0 FTE), Departmental Files
U6 – Technology/ Digital Learning Bookkeeper (1.0 FTE)
U7 – Storage Closet
U13 – File Storage
U24 – School Business & Operations Coordinator (1.0 FTE)
U25 – Lead Accountant (1.0 FTE) U
U26 – Assistant Director of Financial Operations (1.0 FTE)
U28 - Assistant Superintendent for Finance & Operations (1.0 FTE)
U30 - Human Resources/Superintendent/ Finance Bookkeeper (1.0 FTE)

Nutrition Services (Red)

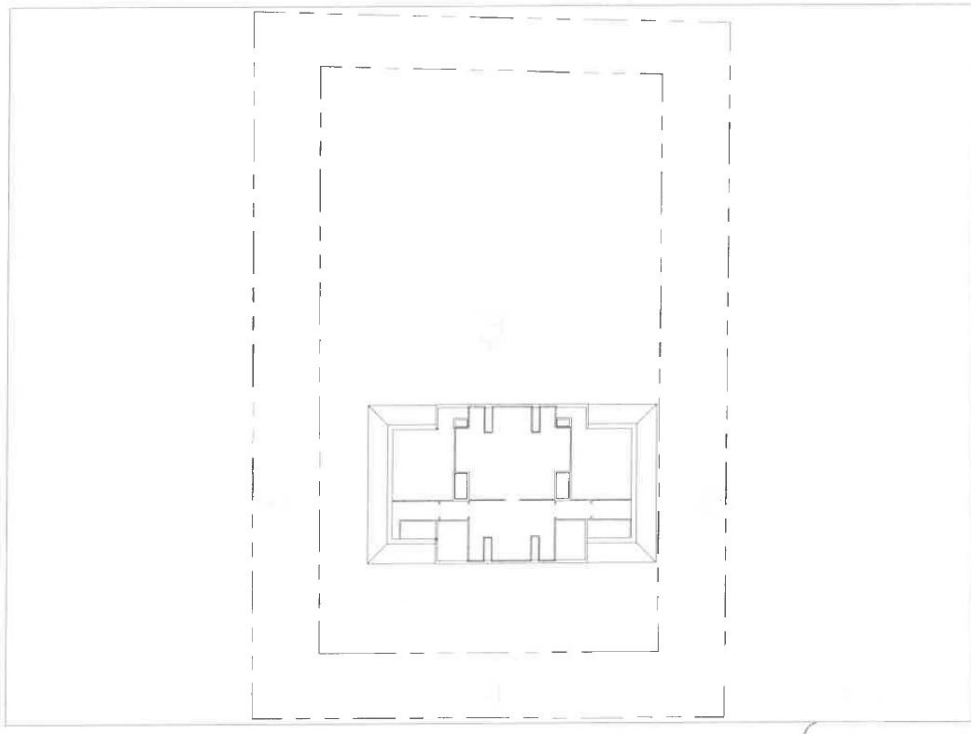
U2, U3 – Storage Closet
U8 – Nutrition Services Bookkeeper (1.0 FTE)
U9 - Nutrition Services Secretary (1.0 FTE)
U10 –Nutrition Services Assistant Director (1.0FTE)
U12 - Meeting Space for 8.0 Cafeteria Managers
U27 – Director of Nutrition Services (1.0 FTE)

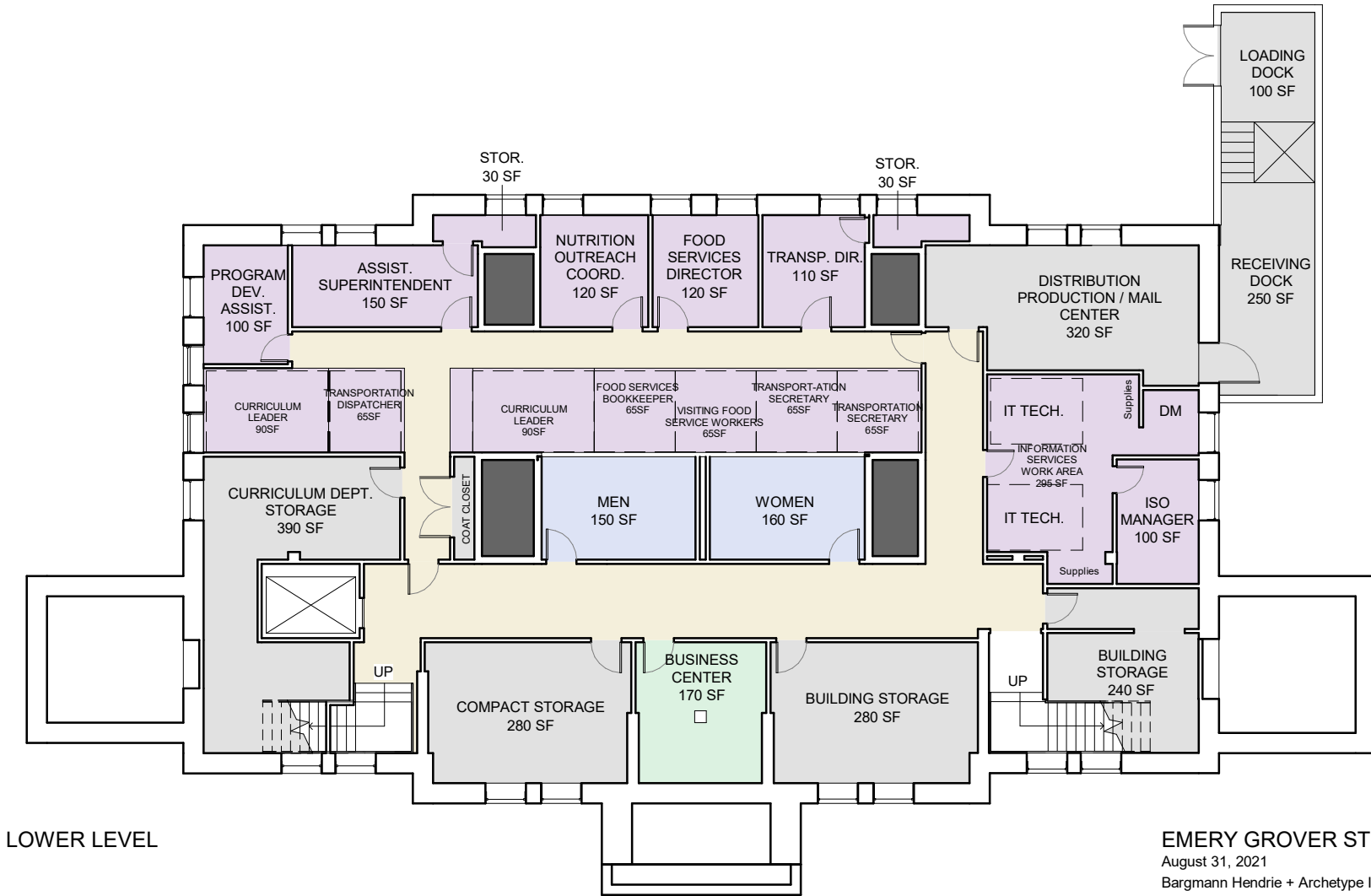
Student Support Services (Purple)

U14 – Supply Closet
U15 – Administrative Assistant for Support Services (1.0 FTE), Departmental Reception and Files
U16 – Assistant Superintendent for Support Services (1.0 FTE)
U17 – Student Support Services Program Assistant (1.0 FTE), Departmental Reception & Student Files
U18 –Coordinator of SpEd Out-of-District Programs/ Extended School Year (1.0 FTE)
U19 – Student Support Services Bookkeeper (1.0 FTE)
U20 – Student File Storage
U23 – Executive Director of Special Education (1.0 FTE)

Attic

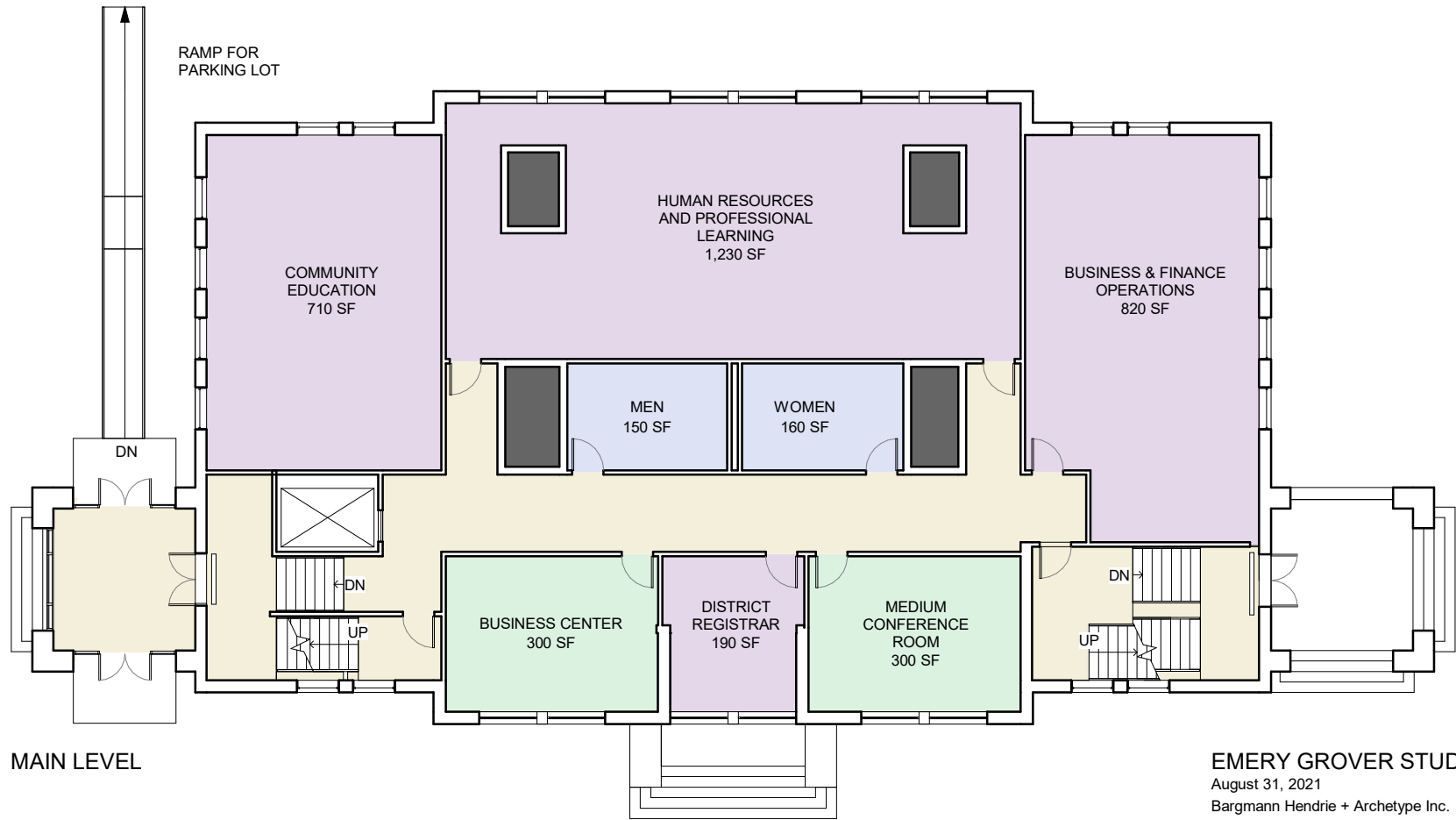
The attic is unoccupied.





EMERY GROVER STUDY
August 31, 2021
Bargmann Hendrie + Archetype Inc.



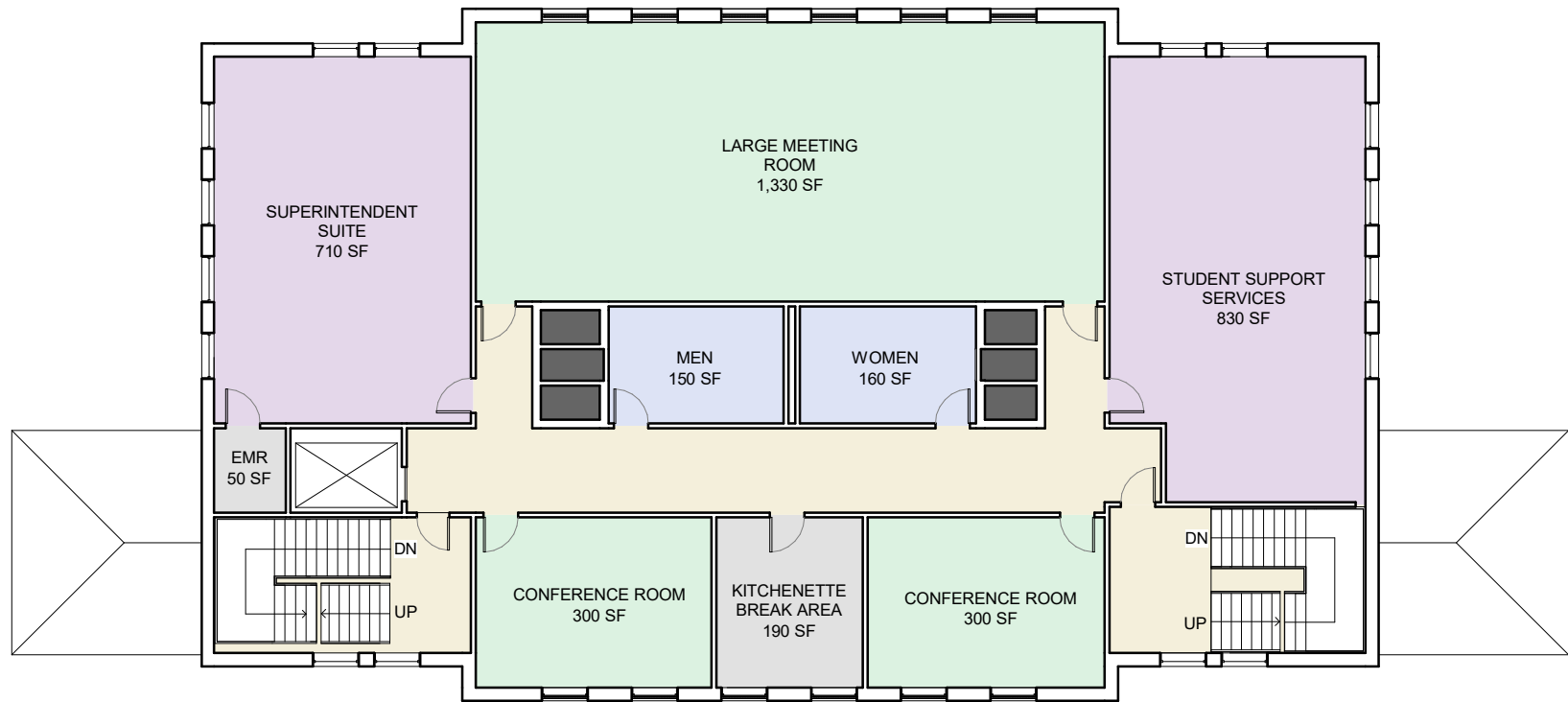


EMERY GROVER STUDY
August 31, 2021
Bargmann Hendrie + Archetype Inc.



0 16'

A horizontal scale bar with a black and white alternating pattern, marked with '0' and '16'.



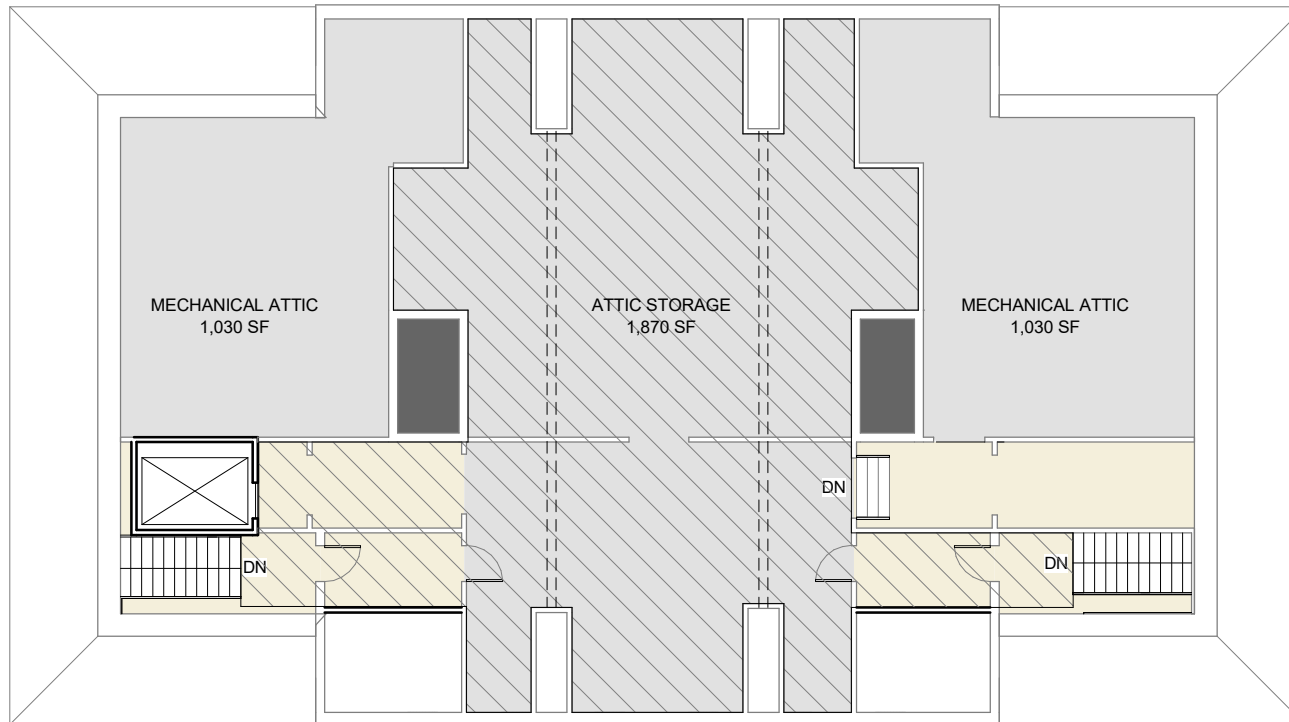
UPPER LEVEL

EMERY GROVER STUDY

August 31, 2021

Bargmann Hendrie + Archetype Inc.





ATTIC LEVEL

EMERY GROVER STUDY

August 31, 2021

Bargmann Hendrie + Archetype Inc.



SPACE NEEDS PROGRAM

Room Name	quantity	2020 study		subtotal 2020	Central Office Suggested Revision		STL CO 2021	Central Office Proposed Comment
		net area each	total net area					
Superintendent's Office Suite								
Superintendent's Office	1	250	250		225	225		Restore SF, to Allow for Some Active Filing Cabinets Restore Conference Room @ 300 SF Remove - will share common production space on floor
Assistant to the Superintendent	1	120	120		100	100		
Conference Room	1	300	300		300	300		
Production Room	1	100	100		-	-		
Waiting Room	1	75	75		-	-		
Wash Room	1	50	50		-	-		
Coat Closet	1	10	10		10	10		
Secretary/Bookkeeper Space	1	100	100		65	65		Supplies Storage One expansion space/ Temp help space (Shared)
				1,005			700	
Student Support Services								
Assistant Superintendent for Student Support Services	1	140	140		140	140		Not confidential. Now part of shared space: Bookkeeper, Secretary(ies)
Student Dev. Assistant	1	100	100		65	65		
Waiting Room	1	75	75		-	-		
Autom Specialist		-	-		-	-		
SpEd Director's Office	2	140	280		100	200		Shared space: Bookkeeper, Secretary(ies) Change to Active File Space. (Rotating file storage to maximize space.) Will use common prod Change to Small Group Confidential Meeting Space Supplies Storage Larger Office to Accommodate Visitors Expansion Space/ Larger Office to Accommodate Visitors Create confidential office for ELL Director (1.0 FTE) Shared space: Bookkeeper, Secretary(ies) Shared space: Bookkeeper, Secretary(ies)
SpEd Secretary	1	100	100		65	65		
Business Center	1	100	100		200	200		
Equipment Storage	1	20	20		100	100		
Coat Closet	1	10	10		10	10		
SpEd Out of District Coordinator	1	100	100		100	100		
Assistant SpEd Director (Expansion Space)	1	100	100		-	-		
ELL Director					65	65		
SpEd Bookkeeper	1	65	65		65	65		
SpEd Expansion Secretary	1	65	65		65	65		
				1,155			1,075	
Community Education								
Community Ed Director	1	140	140		140	140		Reduce SF & shared space : Bookkeeper, Registrar, Office Personnel, Common work area Reduce SF & shared space : Bookkeeper, Registrar, Office Personnel, Common work area Reduce SF & shared space : Bookkeeper, Registrar, Office Personnel, Common work area Reduce SF & shared space : Bookkeeper, Registrar, Office Personnel, Common work area Reduce SF and remove work space - just a counter/desk
Community Ed Accounting	1	100	100		75	75		
Marketing/Registrar	1	100	100		75	75		
M/R Office Admin	1	100	100		75	75		
M/R Graphic Design	1	100	100		-	-		
Registrar Public Counter	1	125	125		65	65		
Registrar Waiting	1	100	100		-	-		
Elem/Summer Coord. Office	1	100	100		90	90		
Coat Closet	1	10	10		10	10		
Middle School Coordinator	1	100	100		90	90		
Adult Ed Coordinator	1	100	100		90	90		Supplies Storage
Early Childhood Coordinator	1	100	100		-	-		
				1,175			710	
Human Resources & Professional Learning								
Assistant Superintendent for Human Resources	1	140	140		140	140		Should be separate (non-shared) space, but can be open floor plan 1 Confidential Office for 2 HR Staff to Meet with Applicants at Worktable 1 Shared Office space with expansion secretary/temp help Shared Office for 2 Payroll Staff => Increase to 3 FTE Payroll
Assistant to the Director of HR	1	65	65		65	65		
HR Staff Offices	2	75	150		100	100		
HR Staff Offices					65	65		
Payroll Coordinators	2	75	150		65	195		
Interview Offices	2	40	80		-	-		
Office/ Workspace	1	100	100		65	65		
Waiting Room	1	75	75		-	-		Shared space: Bookkeeper, Registrar, Office Personnel

SPACE NEEDS PROGRAM

Room Name	quantity	2020 study		subtotal 2020	Central Office Suggested Revision		STL CO 2021	Central Office Proposed Comment
		net area each	total net area					
Student Registration Kiosk	2	25	50		-	-		Eliminate kiosk
Production Room	1	100	100		100	100		Change to group meeting/work space. Will use common production space on floor.
Active File Storage	1	100	100		100	100		Rotating file storage to maximize space
Dead File Storage*	0	-	-		-	-		
Office Supply Closet	1	20	20		-	-		
Coat Closet	1	10	10		10	10		Supplies Storage
Professional Learning Coordinator					65	65		Expansion Space
Human Resources Assistant Director	1	140	140		100	100		Restore SF - will be interviewing staff
Secretary	1	100	100		65	65		1 Shared Office space with HR Staff (non confidential)
				1,280			1,070	

Business/Finance Operations								
Assistant Superintendent for Finance and Operations	1	140	140		140	140		
Assistant Finance Director	1	100	100		90	90		Office
School Business and Operations Coordinator	1	100	100		90	90		Office
Lead Accountant	1	100	100		90	90		Office
Accounting Clerks	3	67	200		65	195		Shared AP/Bookkeeper. Include visiting bookkeeper (no additional space.)
Waiting Room	1	75	75		-	-		
Accounting Storage/Safe	1	20	20		-	-		
Office Workspace	1	100	100		-	-		Visiting auditor/ temp space
Production Room	1	100	100		-	-		Use Shared Production Space on Floor
Active File Storage	1	300	300		200	200		Change to Active File Space/ Safe. (Rotating file storage to maximize space.)
Office Supply Closet	1	20	20		10	10		
Coat Closet	1	10	10		-	-		
Payment Kiosk	1	25	25		-	-		Eliminate
Transportation Bookkeeper	1	100	100		65	130		Shared AP/Bookkeeper Space; ; Increase to accommodate IT Bookkeeper (Relocated from Brm)
				1,390			945	

Transportation/Food Services								
Transportation Director's Office	1	140	140		100	100		
Trans/Food Service Waiting Room	1	75	75		-	-		
Food Service Director's Office	1	140	140		100	100		
Food Service Bookkeeper	1	100	100		65	65		Shared Space: Food Service and Trans Secretar(ies) / Bookkeeper
Secretary-Counting /Receiving	1	75	75		65	65		Shared Space: Food Service and Trans Secretar(ies) / Bookkeeper
Nutrition Outreach Coordinator	1	75	75		100	100		Assistant Director @ 100SF (Small Table, Meet with Staff)
Food Service Storage	0	-	-		-	-		
Food Service Supplies Closet	1	20	20		-	-		
Mail Room/Production Center	1	300	300		-	-		Eliminate - District Production Center Below in Shared Services
Coat Closet	1	10	10		10	10		Office Supplies Storage
Transportation Secretary	1	100	100		65	65		Shared Space: Food Service and Trans Secretar(ies) / Bookkeeper
Bus Drivers/Van Drivers/ Transportation Dispatcher	1	140	140		65	65		Shared Space: Visiting Bus/Van and Food Service
Visiting Food Service Workers	1	100	100		65	65		Shared Space: Visiting Bus/Van and Food Service
Food Service Intern	1	75	75		-	-		Shared Space: Food Service and Trans Secretar(ies) / Bookkeeper
				1,350			635	

Student Learning Department								
Assistant Superintendent for Student Learning	1	140	140		140	140		
Program Dev. Assistant	1	100	100		90	90		Confidential Office for Math & English Curr Director
Curriculum Leaders' Offices	2	100	200		90	180		
Curriculum Library	1	150	150		100	100		Combined Curriculum Library/ Materials Storage/ Files Space
File/General Storage	1	150	150		100	100		Combined Curriculum Library/ Materials Storage/ Files Space
Materials Library/Storage	1	150	150		100	100		Combined Curriculum Library/ Materials Storage/ Files Space

SPACE NEEDS PROGRAM

Room Name	quantity	2020 study		subtotal 2020	Central Office Suggested Revision		STL CO 2021	Central Office Proposed Comment
		net area each	total net area					
Business/ Production Center	1	120	120		-	-		Use Shared Production Space on Floor
Coat Closet	1	10	10		10	10		Office Supplies Storage
Visiting Curriculum Director	1	100	100		-	-		Confidential Office for 3rd Curriculum Director (Social Studies)
				1,120			720	

Shared Building Services								
Help Desk/Reception	1	100	100		-	-		Eliminate Space
Seating Area	1	75	75		-	-		Eliminate Space
Large Conference Room	1	1200	1,200		1,200	1,200		Optimize Space by Creating Opportunities to Partition into Smaller Spaces
Medium Conference Room	2	300	600		300	900		Create one medium conference space on each floor
Kitchenette	1	80	80		80	80		Combine kitchenette & Breakroom. Total 150 SF
Business Centers	2	120	240		100	200		These are the common (shared) production spaces on Main & Ground Floors
Restrooms, Male	2	175	350		175	350		
Restrooms, Female	2	175	350		175	350		
Break Room	1	400	400		70	70		Combine kitchenette & Breakroom. Total 150 SF
Janitorial Closet	2	75	150		50	100		
Maintenance Office	1	120	120		100	100		
Compact Storage	1	400	400		400	400		
Building Storage	1	400	400		400	400		
Receiving Room	1	200	200		150	150		
Loading Dock	0	-	-		100	100		Loading dock should be part of design.
District Registrar	1	120	120		100	100		Enlarge SF - Meeting with Families
District Production/ Mail Center	1	300	300		300	300		
				5,085			4,800	

Information Services								
IT Tech Leadership	2	120	240		140	280		Enlarge SF for Materials/Media Workign Area
Server Room	1	200	200		-	-		Eliminate
					10	10		Office Supplies Storage
Database Specialist	1	120	120		35	35		Private Office
Info Systems Operational Manager	1	120	120		100	100		Private Office
				680			425	This subtotal missing before

Optional Program								
Technology Director's Office	1	140	140		-	-		Relocate to Hillside School
Director's Bookkeeper	1	100	100		-	-		Relocate to Hillside School
Waiting Room	1	75	75		-	-		Relocate to Hillside School
Configuration Lab	1	800	800		-	-		Relocate to Hillside School
Staff Offices	5	120	600		-	-		Relocate to Hillside School
Add'l Staff	10	75	750		-	-		Relocate to Hillside School
Head End Room	1	100	100		-	-		Relocate to Hillside School
Head End Distribution	1	160	160		-	-		Relocate to Hillside School
IT Closets	2	100	200		-	-		Relocate to Hillside School
Mechanical Room	1	100	100		-	-		Relocate to Hillside School
	1	400	400					
				3,425			0	

Subtotal without IT Department 14,240 11,080
grossing factor 1.30 1.30
total area 18,512 14,404 -4,108

SPACE NEEDS PROGRAM

Room Name	quantity	2020 study			Central Office Suggested Revision		STL CO 2021	Central Office Proposed Comment
		net area each	total net area	subtotal 2020				
Subtotal with IT Department				17,665			11,080	
grossing factor				1.30			1.30	
total area				22,965			14,404	-8,561

Needham Public Schools NPS Administration and Operations Attachment “D”

K-12 education is a ‘people business,’ in which teachers and administrators interact with families and students on a face-to-face basis; engage in hands-on collaboration with colleagues; and address basic human and emotional needs. As noted by the Superintendent, education has always been about face-to-face, interpersonal communication and the exchange of ideas – it has never been about sitting behind a computer. Although COVID-19 forced most NPS staff to work remotely for the period of March through June 2020, this was not true for all employees. The superintendent’s office, for example, maintained a daily presence at the EG Building to facilitate school business and interact with Town officials, including public health. Additionally, Nutrition Services, based in the EG Building, provided meals throughout the spring and summer of 2020 for up to 300 students per day. The Finance Office and other key administrative functions continued to work, in person, throughout the spring and summer of 2020 because the services provided are essential and cannot be delivered from one’s dining room table.

With most staff trying to work from home, access to one another, documents, resources, and other essential interactions became impossible. During the pandemic, this experience was not easy, given the essential and human service nature of the work. Staff were unable to collaborate in the same way as before, and many students found learning difficult in a remote environment. Additionally, parents were frustrated by an inability to interact with their school, with their student’s teacher, and with the departments that provide support services (such as the bus, special education or nutrition services.)

Consistent with the above, all administrative functions at Emery Grover involve some level of in-person interaction or physical handling of documents, materials or assets that requires an on-site presence. However, it is not true that every task must be done in person. The School Department is committed to operating as efficiently and effectively as possible, through the use of online services and automated workflows.

The chart below describes the major functions of each department, including those which require in-person interaction/ on-site presence, and those which can – or already are- being done remotely for efficiency gains. The relative level of in-person/on-site presence is ranked from low to high.

Floor/ Function	Public Facing	Physical Materials	Department Functions Requiring a Physical/ On-Site Presence	Services Offered Electronically/ Online/ Remotely
Lower Level				
Curriculum/ Student Learning	Medium	High	Curriculum/ Student Learning Services requiring in-person interaction/ on-site presence:	Curriculum/ Student Learning functions completed online or remotely:

			▪ Meeting with teachers and instructional coaches to discuss and plan curriculum. These meetings are usually face-to-face in order to review and access physical curriculum materials including books, sample kits, testing materials and the like. ▪ Accessing the physical library of instructional materials housed in the Curriculum Center. ▪ Providing a home base for K-8 curriculum coordinators, who provide coaching to teachers and intervention services to students. ▪ Providing brainstorming and collaboration opportunities for teachers across grade levels and schools. (These highly collaborative meetings are difficult to engage in electronically.) ▪ Providing interactive professional development that includes the use of curriculum materials.	▪ Providing professional development in a large group or 'lecture' format ▪ Communicating with staff via email ▪ Scheduling meetings electronically. ▪ Sharing documentation via Google Docs. ▪ Accessing publishers' online resources that support the curriculum.
Production Center/ Mail Room	High (Off Site)	High	Production Center/Mail Room functions done in person: ● Operating the mailroom and production center equipment located at the Emery Grover Building. ● Providing daily mail and courier deliveries to all buildings.	Production Center/Mail Room functions completed online: ▪ Receiving production/ copy jobs. ▪ Billing for production/ copy jobs. ▪ Communicating with staff about production/ copy jobs.
Administrative Technology	Low	Low	Administrative Technology functions done in person: ▪ Providing technical support assistance to staff members. ▪ Equipment installation, distribution and configuration. (Most of this is performed at the Educational Technology Center at Broadmeadow School.) ▪ Meeting with other staff members on site.	Administrative Technology functions completed online/remotely: ▪ Technical support assistance that can be provided remotely. ▪ Database administration. ▪ Help Desk Incident/ support intake ▪ Communication with staff members via email.
Main Level				
Superintendent	High	Medium	Superintendent functions done in person:	Superintendent functions completed online or remotely:

			▪ Leading by example: “when students are in the school house, the administrative staff is present to meet their needs.” The Superintendent’s philosophy is that administrators provide hands-on, responsive interaction with families and students. ▪ Meeting with the public, school staff and Town officials. Although routine communications are often done via email, social media or zoom; in-person meetings are regularly scheduled to address sensitive issues, or to engage in difficult conversations where it is important to gauge the recipient’s ‘mood’ or assess how information is being received. Access to equipment and staff are essential in providing all services. ▪ Bringing people together PreK-12. ▪ Maintaining confidential files on site.	▪ Routine meetings with parents, staff and Town officials/ ▪ Providing information to staff, students and parents.
Needham Community Education (NCE)	High	Low	NCE Department and Strategic Planning needs for in-person meetings with the community: • Engaging with families who have an interest/concern about participation in Needham Community Education programs (either for themselves or for their children.) It is particularly helpful to provide in-person support to the Senior Adult community • Counseling families with special needs, who need accommodations for participation in Needham Community Education programs • Interviewing prospective vendors; we cannot contract with a vendor who will instruct or consult in-person without observing their skills and competencies for in-person delivery of programs/services • Conducting focus groups with diverse representation of stakeholders; this is a routine practice in the development and adjustment of district-wide plans • Facilitating problem-solving sessions where topics are sensitive and the community prefers face-to-face discussions and the assurance of confidentiality	Current Programs/Services handled remotely for efficiency and accessibility: • Online registration and payment for NCE programs • Email and phone support for questions and assistance in registering for NCE classes • Online submission of vendor proposals for potential NCE programs • Online solicitation of focus group members and scheduling of focus group meetings • Zoom business meetings as a complement to in-person meetings to increase access to information being shared • Adult classes made available on Zoom when the instructor and participants agree that this format works well for them (e.g., Social

			Managing & distributing supplies and curriculum resources for programs	Media 101 for Small Business Owners)
Registrar	High	High	Registrar functions requiring on-site interaction: - Meeting with incoming families who 'drop in' on a daily basis to register students. - Inspecting original identification documentation to verify proof of residency and birth date. - Providing 'Welcome Center' services, in coordination with Transportation, Nutrition Services, and Special Education - Assisting families new to Needham, new to the United States, and for whom English is not the primary language.	Registrar functions conducted online: Demographic information collected online as part of an electronic 'intake' process that concludes with an in-person meeting to inspect residency documentation.
Transportation	High	Low	Transportation functions requiring in-person interaction: - Registering families for the bus who do not have access to the online registration system. who don't have a credit card (required by the online system), who choose not to use a credit card, or who have financial need and must provide proof of income. - Registering new families for the bus, as part of an in-person "Welcome Center" experience. - Providing an on-scene response to an accident, or to help locate a lost student. - Providing a safe location for students to wait for their parents afterschool. (Younger students can not be left at a bus stop unless the parent is waiting. Police and Fire will not receive unaccompanied students.) - Driving vehicles (substitute driver) - Inspecting a pedestrian crossing, or a hazardous roadway - Conducting bus evacuations. - Engaging in team building and training events for drivers (which is most effectively done through in person interaction.) - Interacting with the drivers. (Many drivers do not use technology as a means of communication and need in-person interaction.)	Transportation functions conducted online for efficiency: ~ 80% of bus registration and payment is done online ~ 85% of communication with parents is done online via email - Social media is used to send informational messages to parents. - Some professional development is done using online resources (training videos, etc.)

			• Providing a home base for the drivers between runs. • Meeting with parents or school staff to resolve conflicts, or provide critical communications. "This job is so communication oriented. Some things get lost in translation when communications are not done in person."	
Human Resources/ Payroll	High	High	Human Resource functions requiring in-person interaction: ▪ Interviewing job applicants, particularly those in administrative and teaching positions with responsibility for student interaction. The Superintendent and Assistant Superintendent meet all new employees in person in a 'final round' interview process. ▪ Providing 'intake' services for new employees, including verifying documentation of eligibility to work. This verification is done in person to minimize the data security risk to individuals associated with providing confidential personal information online and to minimize the risk to NPS of receiving fraudulent documentation. ▪ Providing benefit enrollment assistance to staff members. ▪ Conducting collective bargaining. ▪ Meeting with staff to address sensitive personnel matters, resolve grievances. ▪ Providing new applicant and benefit enrollment services to new employees without access to technology. ▪ Maintaining confidential employee files.	Human Resource functions conducted online for efficiency: ▪ Submitting job applications ▪ Registering for professional development classes offered by the Needham Public Schools ▪ Providing informational resources online, including collective contracts, policies and forms. ▪ Interviewing candidates (preliminary interviews)
Upper Level				
Conference Room	High	N/A	The large conference room is used daily for large group meetings. This is the only large group meeting space in the District.	N/A

Nutrition Services	Medium	High	Nutrition Services functions requiring in-person interaction/ physical presence ▪ Bringing K-12 personnel together ▪ Meeting with cafeteria managers and parents ▪ Processing daily cash register sales ▪ Maintaining records (7-year federal retention) ▪ Receiving free/reduced lunch applications (federal process)	Nutrition Services functions conducted online for efficiency: ▪ Online payment of lunch accounts ▪ Publishing menus and other information for parents. ▪ Communicating with staff, parents and DESE
Financial Operations	Medium	High	Financial Operations functions requiring in-person interaction/ physical presence: ▪ Processing checks and cash received in eight schools. On a typical day, we process and securely store \$10,000 - \$60,000 in cash and checks. During busy times, this daily amount can exceed \$150,000, excluding online payments. Although many families do choose to pay online, the District takes in more physical payments than electronic ones. This is due to family preference, student limitations (students don't carry credit cards or have bank accounts we can debit), equity (not all families have credit cards), cost (online payment is a service with a cost that is often borne by the fee payer), and because cash and checks are legal tender. ▪ Processing accounts payable warrants, including the review and verification of original payment documentation. Internal controls and financial policy require that documents be inspected for accuracy and legitimacy as part of the financial process. Since electronic documents are easier to manipulate from a fraud standpoint, original documentation and signatures are used in all of the Town's financial process. ▪ Maintaining internal controls designed to ensure the accuracy and completeness of transactions, including meeting with school bookkeepers in a supervised process to log student activity transactions and reconcile financial activity.	Financial Operations functions conducted online for efficiency: ▪ Online payment (3 vendors) ▪ Requisition processing ▪ Contract signing ▪ Remote meetings with other staff members for convenience (selected topics.) ▪ Professional training for bookkeepers (selected topics) ▪ Communication via email. ▪ Electronic document sharing and workflows.

			▪ Maintaining contract, procurement and payment files. Contracts, purchase documentation, payment records, grants, claims, etc. include physical records that are collected, processed and maintained during the applicable document retention period. Although we do incorporate electronic workflows and files for efficiency, we aren't able to do so in every case because we interact with the outside world (who send us physical records or who ask us for physical documentation in return), we have document retention requirements, and due to cost limitations. In particular, document retention is a unique, governmental burden: we must retain original records for 1-7 years in our business world.	
Student Support Services/ Special Education	High	High	Student Support Services functions requiring in-person interaction/ physical presence: ▪ Meeting with staff and parents to facilitate student issues, resolve conflicts, and discuss legal or staff issues. ▪ Collect and maintain student files, including receiving documentation from parents. ▪ Providing drop-in support to parents. ▪ Organizing and distributing educational materials and testing kits to schools. ▪ Providing professional development involving staff interaction/ collaboration.	Student Services functions conducted online for efficiency: ▪ IEP Review ▪ Contract signing ▪ Requisitions ▪ Budget review ▪ Scheduling translations and home hospital tutoring



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

MEETING DATE: 9/14/2021

Agenda Item	Jack Cogswell Building Solar Panel Proposal
Presenter(s)	Stuart Chandler, Chair, PPBC Hank Haff, Senior Project Manager Beth Greenblatt, Beacon Integrated Solutions

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Chandler, Mr. Haff and Ms. Greenblatt will outline for the Select Board the status of the proposal to install solar panels on the roof of the Jack Cogswell Building. The project may require an article on the Special Town Meeting Warrant for October.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. Jack Cogswell Building Solar Photovoltaic Update PPT, 9/14/2021 b. Needham Solar Summary Update	

Town of Needham

Jack Cogswell Building Solar Photovoltaic Update



BEACON
INTEGRATED SOLUTIONS

September 14, 2021

Assumptions

❖ **Proposed Solar Array:**

- ☐ Capacity: 203.8 kW DC
- ☐ Expected annual generation: ~216,500 kilowatt-hours
- ☐ Annual degradation: 0.5%

❖ **Jack Cogswell Building Energy Usage:**

- ☐ JCB would consume approximately 10% of total estimated annual solar generation.
- ☐ Approximately 90% of the total estimated annual solar generation would be net metered to other Needham utility accounts to reduce operating costs.

❖ **Updates Impacting Analysis:**

- ☐ SMART incentives including Block decline from Block 4 to Block 5 (4% reduction in incentives).
- ☐ Updated SMART Value of Energy charges to include current data from January 2021.
- ☐ Updated Net Metering Credit rate reflecting current market rates.

Beacon Financial Analysis

Sensitivities, Escalation Rates and SMART

❖ **Project Cost:**

- ☐ Conservative: \$3,000 per kilowatt DC = \$611,400
- ☐ High: \$3,350 per kilowatt DC = \$682,730
- ☐ Design/Engineering and Interconnection Costs included in Debt Service: \$35,000

❖ **Escalation Rates:**

- ☐ Annual Operations and Maintenance: 4.3%
- ☐ Annual Insurance: 5.0%

❖ **SMART Program Incentives Awarded:**

- ☐ Capacity Block 5
- ☐ Building Mounted and Public Entity - Tranche 2

❖ **Scenario Analysis - Borrowing Rate (20-Year Term):**

- ☐ Scenario 1: Best Case: 3.0%
- ☐ Scenario 2: Worst Case: 7.2%
- ☐ Scenario 3: Conservative Case: 5.3%
- ☐ Scenario 4: No Debt (Use of ARPA or other funds)
- ☐ Scenario 5: No Borrowing (Use of available Town funds)
- ☐ Scenario 6: Private Ownership (no borrowing or use of Town funds)

Environmental Attributes

Estimated Key Metrics

- ❖ **~216,500 kilowatt-hours of Solar Generation per year is the equivalent of ~170 tons of carbon dioxide emissions reduction.**
- ❖ **Greenhouse Gas Emission Equivalents:**
 - ❑ ~33 fewer cars on the road, or
 - ❑ ~385,500 fewer miles driven per year
- ❖ **Carbon Dioxide Emission Equivalents:**
 - ❑ ~17,250 gallons of gasoline per year
 - ❑ ~30 homes of electricity consumed per year
- ❖ **Carbon Sequestered By:**
 - ❑ ~2,500 tree seedlings grown for 10 years
 - ❑ ~190 acres of forests in the US in one year

Ownership Considerations

Town-Ownership versus Private Ownership

Private Ownership Model

- ☐ Town enters into long-term contracts for lease and power purchase
- ☐ Power purchase rate can be fixed or variable, with or without escalation
- ☐ Private Owner risk - Pay-for-Performance
- ☐ Contracts provide financial guarantees for performance risk due to downtime or outage
- ☐ Potential tax-exempt borrowing on existing debt on building converted to taxable borrowing
- ☐ Private entity will require liberal site access over term

Private Ownership Financial Benefits

- ☐ Investment Tax Credits/Accelerated Depreciation
- ☐ Power Purchase Revenues
- ☐ SMART Payment Revenues
- ☐ Renewable Energy Credits after Year 20

Town Ownership Model

- ☐ Raise or use existing capital for construction – long-term debt service
- ☐ Anticipate periodic equipment replacement and cost
- ☐ Requirements for annual operations, maintenance and additional insurance costs
- ☐ Performance risk due to downtime or outage – lost net metering revenues and lost avoided cost savings

Town Ownership Financial Benefits

- ☐ Avoided Cost Savings
- ☐ Net Metering Credit Revenues
- ☐ SMART Payment Revenues
- ☐ Renewable Energy Credit Revenues after Year 20



Project Economics – Town Owned with Borrowing

*Scenario 1: Best Case (\$3000/kW DC @3% Borrowing Rate)**

BENEFITS TO TOWN		SMART 2.0 with Net Metering	
PROJECT COSTS		Over 25 Years	Average Annual
Total Debt Service		\$850,016	\$34,001
Total Operations/Maintenance Cost		\$86,739	\$3,470
Total Capital Replacement Cost		\$20,380	\$815
Total Insurance Cost		\$119,318	\$4,773
Total Project Costs		\$1,076,453	\$43,058
PROJECT REVENUES/SAVINGS		Over 25 Years	Average Annual
SMART Revenues		\$302,108	\$12,084
Net Metering Revenues		\$1,085,981	\$43,439
Avoided Cost Savings		\$93,375	\$3,735
Total Project Revenues/Savings		\$1,481,464	\$59,259
Net Benefit from Solar PV		\$405,011	\$16,200

* Borrowed amount estimated at \$646,400 includes \$611,400 for construction and \$35,000 for design/engineering and utility interconnection.

Project Economics – Town Owned with Borrowing

*Scenario 2: Worst Case (\$3350/kW DC @7.2% Borrowing Rate)**

BENEFITS TO TOWN		SMART 2.0 with Net Metering	
PROJECT COSTS		Over 25 Years	Average Annual
Total Debt Service		\$1,260,334	\$50,413
Total Operations/Maintenance Cost		\$86,739	\$3,470
Total Capital Replacement Cost		\$20,380	\$815
Total Insurance Cost		\$119,318	\$4,773
Total Project Costs		\$1,486,771	\$59,471
PROJECT REVENUES/SAVINGS		Over 25 Years	Average Annual
SMART Revenues		\$302,108	\$12,084
Net Metering Revenues		\$1,085,981	\$43,439
Avoided Cost Savings		\$93,375	\$3,735
Total Project Revenues/Savings		\$1,481,464	\$59,259
Net Benefit from Solar PV		(\$5,307)	(\$212)

* Borrowed amount estimated at \$717,730 includes \$682,730 for construction and \$35,000 for design/engineering and utility interconnection.

Project Economics – Town Owned with Borrowing

*Scenario 3: Conservative Case (\$3000/kW DC @5.3% Borrowing Rate)**

BENEFITS TO TOWN		SMART 2.0 with Net Metering	
PROJECT COSTS		Over 25 Years	Average Annual
Total Debt Service		\$1,006,122	\$40,245
Total Operations/Maintenance Cost		\$86,739	\$3,470
Total Capital Replacement Cost		\$20,380	\$815
Total Insurance Cost		\$119,318	\$4,773
Total Project Costs		\$1,232,558	\$49,302
PROJECT REVENUES/SAVINGS		Over 25 Years	Average Annual
SMART Revenues		\$302,108	\$12,084
Net Metering Revenues		\$1,085,981	\$43,439
Avoided Cost Savings		\$93,375	\$3,735
Total Project Revenues/Savings		\$1,481,464	\$59,259
Net Benefit from Solar PV		\$248,906	\$9,956

* Borrowed amount estimated at \$646,400 includes \$611,400 for construction and \$35,000 for design/engineering and utility interconnection.

Project Economics – Town Owned without Borrowing

*Scenario 4: No Town Capital or Borrowing Case**

Analysis assumes the Town receives funding from ARPA or another funding source.

BENEFITS TO TOWN	SMART 2.0 with Net Metering	
PROJECT COSTS	Over 25 Years	Average Annual
Total Capital/Debt	\$0	\$0
Total Operations/Maintenance Cost	\$86,739	\$3,470
Total Capital Replacement Cost	\$20,380	\$815
Total Insurance Cost	\$119,318	\$4,773
Total Project Costs	\$226,437	\$9,057
PROJECT REVENUES/SAVINGS	Over 25 Years	Average Annual
SMART Revenues	\$302,108	\$12,084
Net Metering Revenues	\$1,085,981	\$43,439
Avoided Cost Savings	\$93,375	\$3,735
Total Project Revenues/Savings	\$1,481,464	\$59,259
Net Benefit from Solar PV	\$1,255,027	\$50,201

Project Economics – Town Owned without Borrowing

*Scenario 5: Use of Town Capital**

Analysis assumes the Town uses available cash to fund the project with no debt service.

BENEFITS TO TOWN	SMART 2.0 with Net Metering	
	Over 25 Years	Average Annual
PROJECT COSTS		
Total Capital	\$646,400	\$25,856
Total Operations/Maintenance Cost	\$86,739	\$3,470
Total Capital Replacement Cost	\$20,380	\$815
Total Insurance Cost	\$119,318	\$4,773
Total Project Costs	\$872,837	\$34,913
PROJECT REVENUES/SAVINGS	Over 25 Years	Average Annual
SMART Revenues	\$302,108	\$12,084
Net Metering Revenues	\$1,085,981	\$43,439
Avoided Cost Savings	\$93,375	\$3,735
Total Project Revenues/Savings	\$1,481,464	\$59,259
Net Benefit from Solar PV	\$608,627	\$24,345
Simple Payback (First Year Cost and Benefits) in Years	\$646,400/\$59,259	10.91

* Capital amount estimated at \$646,400 includes \$611,400 for construction and \$35,000 for design/engineering and utility interconnection.

Project Economics

Scenario 6: Private Ownership

Analysis assumes the Power Purchase Rate to Private Owner is \$0.1475/kWh, escalating at 1% per year.

PROJECT COSTS	Over 25 Years	Average Annual
Total Debt Service	\$0	\$0
Total Operations/Maintenance Cost	\$0	\$0
Total Capital Replacement Cost	\$0	\$0
Total Insurance Cost	\$0	\$0
Power Purchase Payments	\$847,528	\$33,901
Total Project Costs	\$847,528	\$33,901
PROJECT REVENUES/SAVINGS	Over 25 Years	Average Annual
SMART Revenues (Paid directly to Private Owner)	\$0	\$0
Net Metering Revenues	\$1,085,981	\$43,439
Avoided Cost Savings	\$93,375	\$3,735
Total Project Revenues/Savings	\$1,179,356	\$47,174
Net Benefit from Solar PV	\$331,828	\$13,273

General Findings

Considerations and Timing Constraints

❖ Incentives:

- SMART Incentives awarded on 8/21/2021. SMART qualifications are fixed for 18 months, with short-term extensions. SMART incentives guaranteed at mechanical completion.
- Net Metering program has sufficient capacity for the Town's project. An application for a cap allocation can be filed for a commitment of 25 years of net metering revenues.

❖ Project Costs:

- The Conservative Case Scenario assumes project pricing based on \$3,000/kW DC. Current market pricing is more attractive as module efficiency and pricing have improved. Therefore, the assumption is likely on the high side and conservative. Sunita Williams solar array was ~\$2,540/kW DC.
- Eversource Interconnection Services Agreement ("ISA"):
 - ◆ ISA has a 12-month time constraint for mechanical completion from payment.
 - ◆ First payment of ~\$4,725 is due by October 21, 2021.
 - ◆ Final payment of ~\$14,175 the balance is due by April 4, 2022.
 - ◆ Total cost of ISA: ~\$18,900 +/-25%.
 - ◆ Future ISA costs could be higher due to increased saturation on circuits and/or substation upgrades.

General Findings

Benefits/Savings to Other Needham Accounts

❖ Market Hedge:

- ❑ JCB Solar Array's annual generation and incentives/revenues exceed the annual usage and costs at the entire RTS campus of buildings.
- ❑ The excess net metering benefits reduce operating cost at other Town locations.

JCB SOLAR BENEFITS REDUCE TOWN OPERATING COSTS	
SOLAR GENERATION	Estimated First Year Generation (kWh)
Total Estimated Annual Solar Generation	216,478
Solar Consumed by JCB	18,354
Solar Generation Net Metered to Other RTS or Town Accounts to Reduce Annual Operating Costs	198,124
RTS ACCOUNTS	Average Annual Consumption (kWh)
Jack Cogswell Building (requirements after solar)	4,734
Transfer Station	91,177
RTS Other Buildings	42,683
Police/Fire Communications System	5,992
Total Average Annual Consumption	144,586
EXCESS NET METERING BENEFITS ALLOCATED TO REDUCE OPERATING COSTS	Average Annual Net Metering (kWh)
To Other RTS Accounts	144,586
To Other Town Accounts	53,538

Indicative Schedule

JCB Solar Schedule - Indicative		Calendar Year		2021												2022											
PPBC. Needham, MA		Fiscal Year		FY 2021						FY 2022						FY 2023											
8/6/2021 (revised)	Duration	Start	Finish	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Solar Array- Jack Cogswell Bldg																											
Interconnection Service Agreement Signature			4/27/21				28																				
Gain Consensus	5 months	4/30/21	9/30/21					1		Prior to		1															
Planning Bd -DeMinimus Change		5/13/21	5/31/21					1																			
SMART - Application & Agreement	3 months	4/30/17	8/3/21						3																		
First Interconnection Payment	by		10/12/21									13															
Bid Docs	2 months	10/12/21	12/12/21									13		13													
Bidding	2 months	12/12/21	2/13/22									13		14													
Construction & Interconnection	7 months	2/13/22	9/29/22											14								30					

Tesla Mound Solar – Needham Landfill

Actual Performance Statistics

❖ Tesla Mound Solar economics are highly attractive, mainly due to:

- ❑ State solar incentives (SREC-II) in 2015 were significantly more favorable than the current SMART Program incentives.
- ❑ Federal Investment Tax Credits, accelerated and bonus depreciation benefits were greater.
- ❑ Eversource net metering compensation rate tariff (B5 rate) was highly attractive and is no longer offered. Eversource rates used in Beacon's original analysis and projections were conservative, thus resulting in actual excess benefits to the Town as shown below.

TESLA MOUND SOLAR - NEEDHAM LANDFILL	First 5 Years of Operation					Total
	2016	2017	2018	2019	2020	First 5-years
Annual Savings from Net Metering	\$626,442	\$568,871	\$774,634	\$578,417	\$552,948	\$3,101,312
Annual Tesla Lease Payments	\$75,000	\$50,000	\$50,000	\$50,000	\$50,000	\$275,000
Annual Tesla Tax Payment on Asset (projected)	\$93,449	\$95,084	\$96,748	\$98,441	\$100,164	\$483,886
Tesla Shortfall Payment	\$0	\$0	\$6,771	\$110,972	\$103,873	\$221,616
Total Town Benefit	\$794,891	\$713,955	\$928,153	\$837,830	\$806,985	\$4,081,814
2015 Estimated Town Benefit	\$628,913	\$603,246	\$602,619	\$602,033	\$601,488	\$3,038,299
Net Excess Benefit to Town	\$165,978	\$110,709	\$325,534	\$235,797	\$205,497	\$1,043,515
% Above Projected	126%	118%	154%	139%	134%	134%



Mound Solar Environmental Attributes

Key Metrics to Date

- ❖ **~18,903,000 kilowatt-hours of actual solar generation to date is the equivalent of ~14,750 tons of carbon dioxide emissions reduction.**
- ❖ **Greenhouse Gas Emission Equivalents:**
 - ❑ ~2,900 fewer cars on the road, or
 - ❑ ~363,650,000 fewer miles driven per year
- ❖ **Carbon Dioxide Emission Equivalents:**
 - ❑ ~1,507,500 gallons of gasoline per year
 - ❑ ~2,450 homes of electricity consumed per year
- ❖ **Carbon Sequestered By:**
 - ❑ ~221,500 tree seedlings grown for 10 years
 - ❑ ~16,400 acres of forests in the US in one year

Note: Tesla owns the Environmental Attributes from Mound Solar

Thank You!

Beacon Integrated Solutions

Beth S. Greenblatt

Managing Director

P.O. Box 320325

Boston, MA 02132

617-469-2172 voice

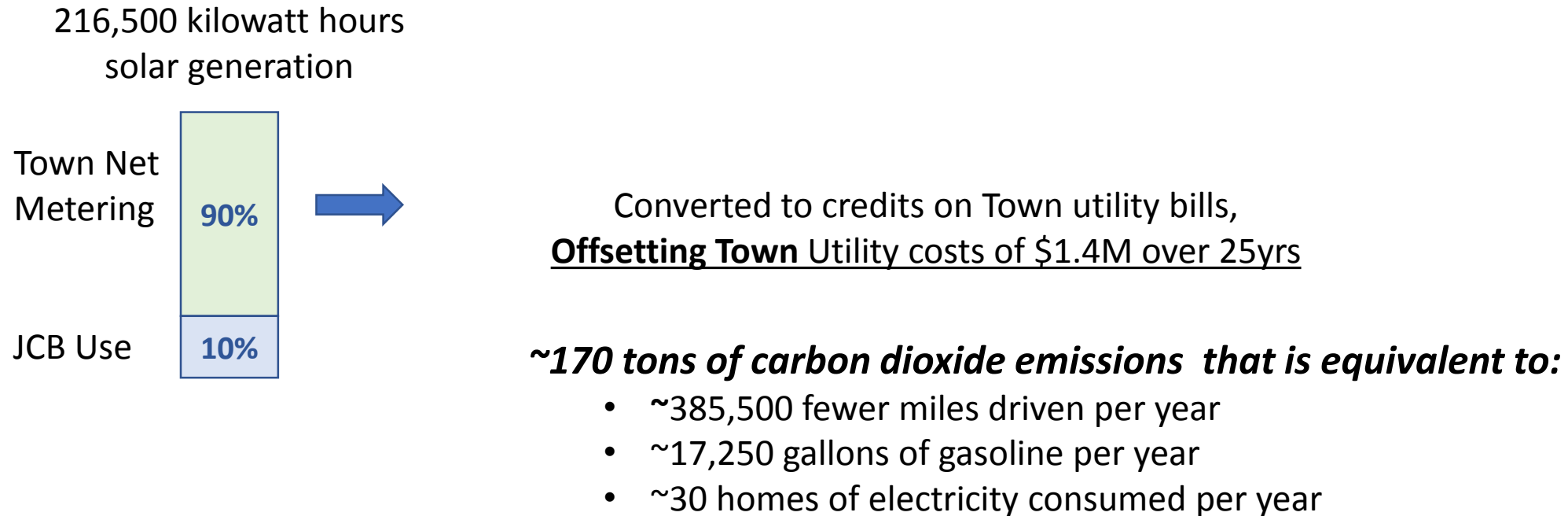
617-419-1163 efax

617-308-2172 mobile

www.beacon-llc.com



Construct 203.8 kW solar array on JCB to provide power to JCB and credits to Town utilities thus reducing emissions & Town utility costs



Interesting note: *RTS Landfill Solar generated about 34% more cash benefit than projected during the last 5yrs (\$1M net excess benefit to town) will likely continue over the next 20yrs.*

Jack Cogswell Building - Solar Array

Summary of Estimated Financial Options and Environmental Attributes

DRAFT 9/10/2021

	Scenario	Cost / kW DC	Borrowing Rate	Total project revenue over 25-years	Net Benefit over 25-years (w/SMART & Net Metering)	Average Annual Benefit	Notes
1	<u>Borrow</u> - Best Case	\$3,000	3%	\$ 1,481,464	\$ 405,011	\$ 16,200	Positive cash flow from 1st year
3	<u>Borrow</u> -Conservative Case	\$3,000	5.30%	\$ 1,481,464	\$ 248,906	\$ 9,956	Positive cash flow from 1st year
2	<u>Borrow</u> -Worst Case	\$3,350	7.20%	\$ 1,481,464	\$ (5,307)	\$ (212)	Roughly break even
4	<u>Grant Funding</u>	\$3,000	0%	\$ 1,481,464	\$ 1,255,027	\$ 50,201	Positive cash flow from 1st year
5	<u>Town Cash Capital</u>	\$3,000	0%	\$ 1,481,464	\$ 608,627	\$ 24,345	10.91-year simple payback period
6	<u>Power Purchase Agreement (PPA)</u>	by PPA	By PPA	\$ 331,828	\$ 331,828	\$ 13,273	Estimated with PPA of \$0.1475/kWh, escalating at 1%/year & lease of roof for a private owner/ operator.

Notes: 1)On-site Solar electricity is a hedge against future escalation of electric rates so net benefits may be higher.

2)PPA model has tax and bonding legal issues that need to be reviewed with Town Counsel and Bond Counsel

Summary of Environmental Attributes

Approximately

	216,500 kWh of Solar generation per year =	170	tons of carbon dioxide reduction
	Greenhouse Gas Emissions equivalents =	33	fewer cars on the road
		385,500	fewer miles driven per year
	Carbon Dioxide Emission equivalents=	17,250	gallons of gasoline per year
		30	homes of electricity consumed per year
	Carbon Sequestered by =	2,500	Tree seedlings grown for 10 years
		190	acres of forest in the US in one year



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

MEETING DATE: 09/14/2021

Agenda Item	Sign Notice of Traffic Regulation – Oakland Avenue
Presenter(s)	Carys Lustig, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Traffic Management Advisory Committee (TMAC) received a request from the residents of the Oakland Avenue area asking that Oakland Avenue be designated a stopped street at Highland Avenue. The TMAC recommended that Oakland Avenue be designated a stopped street at the intersection of Highland Avenue.
2.	VOTE REQUIRED BY SELECT BOARD
	<u><i>Suggested Motion:</i></u> <i>“That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS21-09-14 requiring that Oakland Avenue westbound be designated as a stopped street at the intersection of Highland Avenue”</i>
3.	BACK UP INFORMATION ATTACHED
	1. Copy of Traffic Regulation SS21-09-14 2. Diagram of Stop Sign Location

*ok my
to proceed
JH*

**TOWN OF NEEDHAM
SELECT BOARD**

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Select Board of the Town of
Needham, it is hereby

VOTED: In accordance with the provisions of Chapter 89, Section 9 of the General
Laws, the following street is designated as a stop street at the intersection
and in the direction indicated:

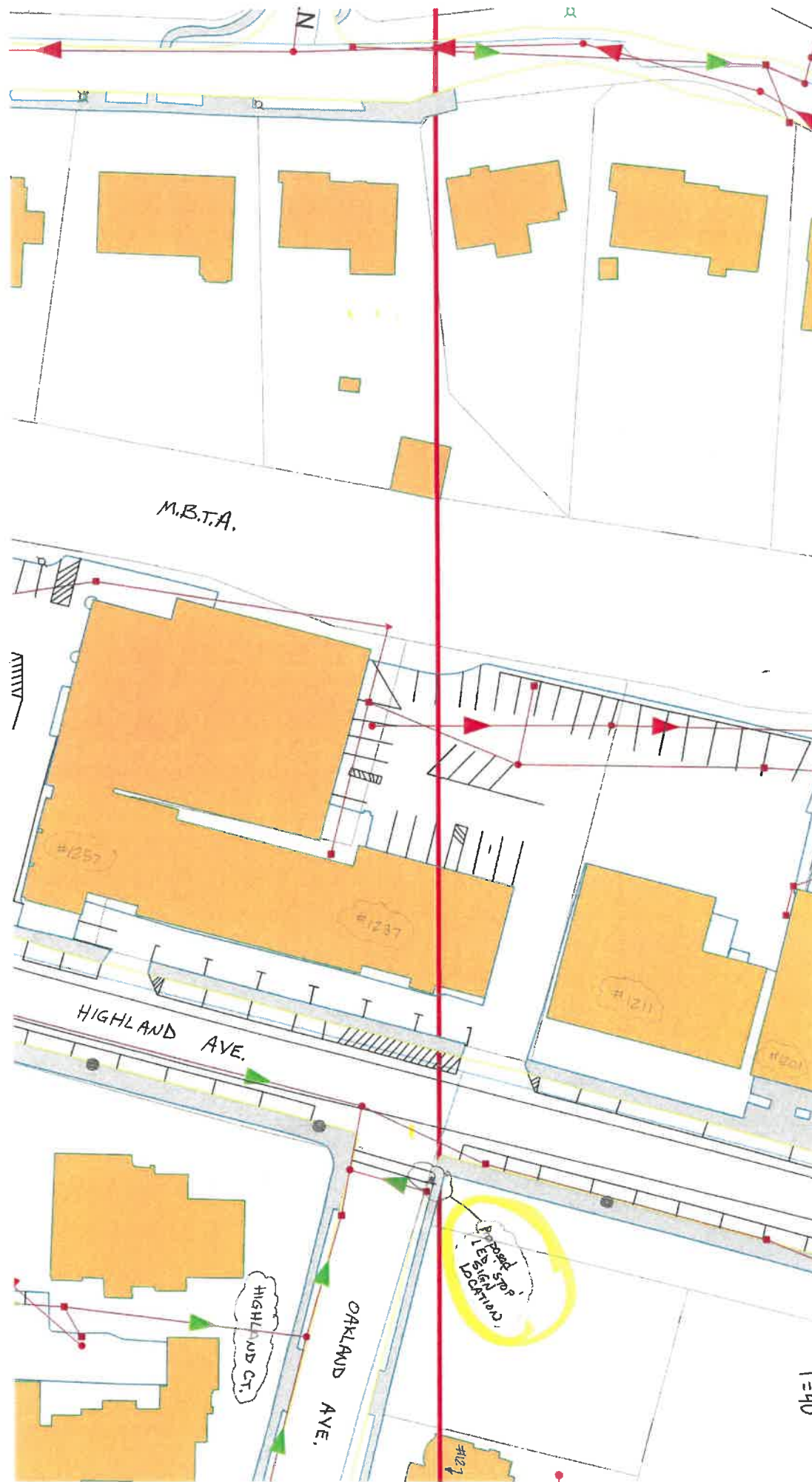
Westbound drivers on OAKLAND AVENUE at the intersection of
HIGHLAND AVENUE

SELECT BOARD

Permit No. SS21-09-14

Date of Passage _____

Attest of Town Clerk _____





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

MEETING DATE: 09/14/2021

Agenda Item	Select Board Outdoor Dining Policy
Presenter(s)	Katie King, Assistant Town Manager/Director of Operations

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Planning Board has proposed an amendment to Zoning Bylaw Section 6.9 to be placed on the warrant for the October 25, 2021 Special Town Meeting. This amendment would give the Select Board discretion to approve the use of public parking spaces for outdoor dining and discretion to allow outdoor dining on public property before April 1 or after October 31. In conjunction with the zoning amendment, this draft Select Board Outdoor Dining Policy outlines what is required of applicants and how the Board will review and approve applications for outdoor dining on public property.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Discussion only.</i>	
3.	BACK UP INFORMATION ATTACHED
(a) Memo to the Board (b) Outdoor Dining Policy Draft (c) Powerpoint presentation (d) Draft application and applicant check list (e) 2020 Select Board Fee Schedule	



TOWN OF NEEDHAM
TOWN HALL

Needham, MA 02492-2669

Office of the
TOWN MANAGER

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

TO: Select Board
FROM: Katie King, Assistant Town Manager/Director of Operations
CC: Kate Fitzpatrick, Dave Davison
DATE: September 14, 2021
RE: Outdoor Dining Policy

The expansion of outdoor dining in Needham has been a silver lining amidst the COVID-19 pandemic that has garnered strong support from our businesses and residents. The Town has been discussing how to update our policy framework to provide an opportunity for this expansion to continue beyond our pandemic response.

As you know, the Planning Board has proposed an amendment to Zoning Bylaw Section 6.9 - Outdoor Seating to be placed on the warrant for the October 25, 2021 Special Town Meeting. This amendment would give the Select Board discretion to approve the use of public parking spaces for outdoor dining and discretion to allow outdoor dining on public property before April 1 or after October 31.

In conjunction with the zoning amendment, I recommend that the Select Board adopt its own policy to outline what is required of applicants and how the Board will review and approve applications for outdoor dining on public property. Enclosed you will find a draft Select Board Outdoor Dining Policy, application and applicant check list for your review, along with a presentation and the Board's 2020 fee schedule to provide more context.

I will present these materials at your September 14 meeting for discussion and recommend that you open a public comment period from then until your September 28 meeting to get additional input prior to a final vote. I am available if you have any questions. Thank you.



Outdoor Dining

SELECT BOARD MEETING

SEPTEMBER 14, 2021

Outdoor Dining: Pre-COVID

Under existing Zoning Bylaw Section 6.9, there are three options:

1. Restaurants whose outdoor seating applications meet these criteria can be approved via an expedited Planning Board process:
 - Outdoor seating is limited to April 1 - October 31,
 - The seating is **not** on a designated or required landscaped area, parking lot, or drive aisle, and
 - The outdoor area does not increase restaurant seating capacity by more than 30%.
2. Restaurants proposing seating outside of this criteria must undergo a full Planning Board review.
3. The Select Board may grant the use of sidewalks for outdoor dining but is prohibited from granting the use of public parking spaces.

Dining during the Pandemic

The State's COVID-19 pandemic response:

- Governor Baker issued an Executive Order that allowed cities and towns to approve outdoor dining applications without adhering to existing state and local requirements.
- Chapter 20 of the Acts of 2021 extended these flexibilities until April 1, 2022.

The Town of Needham:

- Established a Downtown Working Group to expedite reviews.
- Created Dine-Around Needham, to encourage local take-out.
- Waived licensing fees and made metered parking free.
- Provided jersey barriers and coordinated with local artists to paint.
- Created parklets and other public seating throughout town.
- Surveyed businesses (restaurants, retail, service) and the public.
- Created 10-min curbside pickup spaces for retail & restaurants.
- Analyzed lessons learned to update policies.



Overview of Existing Outdoor Dining		#
Restaurants with outdoor dining today		14
	With liquor licenses	11
	On public property	7
	On private property	7
Public parking spaces used for outdoor dining		17
	On-street parking spots	9
	Public lot parking spots	8

Public Survey

1194 of 1233 (96.8%) online respondents said YES to continuing outdoor dining in Needham beyond 4/1/2022.

Categories of Feedback:

- Supportive
- Safety
- Fairness
- Alternative Parking/Parking Awareness Campaign
- Encourage Biking and Walking
- Make Outdoor Dining Aesthetically Pleasing



Questions from the Public

- Will restaurants be required to pay for use of space?
- Will there be outdoor dining seasons or year-round?
- Will the number of spaces a restaurant can use be limited to ensure fairness?
- Will the Town provide assistance to help restaurants ensure safety or make the spaces aesthetically pleasing?
- What criteria will determine whether a restaurant is approved?
- Who will ensure the safety of diners in parking spaces?
- Will parking meter prices be affected?



The Future of Outdoor Dining

1. Update Zoning Bylaw 6.9

The Planning Board has proposed an amendment to Zoning Bylaw Section 6.9 to be placed on the warrant for the October 2021 Town Meeting.

This amendment would give the Select Board discretion to approve the use of public parking spaces for outdoor dining and to allow outdoor dining on public property before April 1 or after October 31.

2. Adopt Select Board Policy

This proposal outlines what is required of applicants and how the Select Board will review and approve outdoor dining on public property.

Timeline





Select Board Draft Policy

PURPOSE

Establish a Select Board process and application criteria for licensing local businesses to use public rights-of-way, public parking lots, on-street parking spaces, sidewalks and/or other Town-owned property for outdoor dining.

GOALS

- Create quality public spaces that contribute to people's health, happiness, and sense of connection to Needham and with each other.
- Support small businesses through added vibrancy and engagement in our business districts.
- Maintain safe and accessible sidewalk access for all users.
- Balance the needs of other street activities, including adequate parking infrastructure.

Select Board Draft Policy

Key Components

1 of 2

Criteria: The Select Board must ensure pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons of the restaurant and for nearby retail and service establishments are adequately provided for before approving an application.

Seasonality: April 1 – October 31. The Select Board has discretion to extend or shorten based on Town needs (construction, snow removal, etc.).

Caps: 3 public parking spaces max per restaurant, including area used by concrete safety barriers.

Fees: \$25 annual application fee (waived if also renewing Common Victualler license) plus an annual licensing fee of \$100 for sidewalk use and \$250 per public parking space.

Select Board Draft Policy

Key Components

2 of 2

Accessibility: Restaurants must maintain 48” of unobstructed paths for sidewalk users; seating must be available to patrons with disabilities.

Safety: Seating cannot impact the visibility at intersections or impede Police/Fire access. Applicants must meet all Health and Building codes. Jersey barriers are required around any seating on-street or in a parking lot. Permits required for outdoor heaters, tents, electrical work, etc.

Community Input: The Select Board will hold a public hearing and will notify abutting property owners within 300 feet at least 7 days in advance. The Town Manager has discretion to waive the hearing for renewals.



Application Process

- Submit an outdoor dining application. Ensure plans comply with Select Board Outdoor Dining Policy and Appendix A: Outdoor Dining Requirements.
- Pay \$25 application fee. Provide Certificate of Liability insurance.
- Town staff will review each application and determine the approvals that are required. If the proposal increases seating capacity by more than 30% or utilizes parking spaces, it must receive approval by the Special Permit Granting Authority that originally approved the restaurant (the Planning Board or the ZBA), before the Select Board will review the application.
- If the applicant has a liquor license, file an Alcoholic Beverages Control Commission's Alteration of Premises form with the Select Board.
- Attend Select Board hearing.
- If approved, sign license agreement with the Town of Needham for the use of the public right of way. Pay licensing fee of \$100 for sidewalks, \$250 per parking spot.
- Coordinate with the Town for the placement of concrete jersey barriers before outdoor furniture can be installed.
- Secure permits needed for tents, outdoor lighting, and heaters.



Next Steps

Comments or Questions?

- E-mail: Selectboard@needhamma.gov
- Write to: Needham Town Hall, Office of the Town Manager
1471 Highland Avenue
Needham, MA 02492
- Call: 781-455-7500

The public comment period will end on September 28 at 12 pm.

Town of Needham Select Board

Policy Number:	SB-LIC-016
Policy:	Outdoor Dining Licenses
Date Approved:	
Date Revised:	
Approved:	_____ Chair, Select Board

Section 1. Purpose

The purpose of this policy is to establish a process and application criteria for licensing local businesses to use public rights-of-way, public parking lots, on-street parking spaces, sidewalks and/or other Town-owned property for outdoor dining. The Select Board will consider these guiding principles for outdoor dining:

- Create quality public spaces that contribute to people's health, happiness, and sense of connection to Needham and with each other.
- Support small businesses through added vibrancy and engagement in our business districts.
- Maintain safe and accessible sidewalk access for all users.
- Balance the needs of other street activities, including adequate parking infrastructure.

Section 2. Policy

- 2.1 No outdoor restaurant seating shall be permitted within the public right-of-way, public sidewalks and/or on public property unless the Select Board authorizes the placement of temporary outdoor seating.
- 2.2 Under Zoning Bylaw Section 6.9, the Select Board may authorize the placement of seasonal, temporary outdoor seating including but not limited to tables, chairs, serving equipment, planters, and umbrellas, within the public way and on public property, for eat-in restaurants during normal hours of operation, provided that:
 - 2.2.1 The Select Board holds a public hearing and deems that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons

of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, is adequately provided for;

- 2.2.2 The seating is within the public sidewalk abutting the front, rear, or side of the restaurant's owned or leased property or on a public way or on other public property abutting the front, rear, or side of the restaurant's owned or leased property;
- 2.2.3 Such use is clearly related to the restaurant conducted inside the principal building;
- 2.2.4 A minimum width of forty-eight inches (48"), or as otherwise permitted by law, shall be continuously maintained and unobstructed for the sidewalk or entrance into the principal building, or any other designated sidewalks or pedestrian paths, as shown on the plan provided to the Select Board;
- 2.2.5 Such use does not obstruct or otherwise interfere with visibility at intersections;
- 2.2.6 During all operating hours and thereafter, the area of outdoor seating must be kept clean, including clearing of all tables and removal of all trash; and
- 2.2.7 The application and proposed plans adhere to all health, safety, access, and operational requirements established by the Town, as outlined in Appendix A: Outdoor Dining Requirements. The Town Manager is authorized to update these requirements, as needed, and will ensure the application form reflects any changes.
- 2.3 Items 2.2.1, 2.2.2 and 2.2.3 shall not apply during special town-wide festivals or events during the year as designated by the Select Board.
- 2.4 A restaurant applying for outdoor seating must possess a Common Victuallers License.
- 2.5 Operation of outdoor restaurant seating areas is only permitted when the main place of business is open.
- 2.6 Two or more restaurants may apply jointly for a shared outdoor seating area, subject to all requirements that apply to individual applicants.
- 2.7 The Board may not approve more than 3 public parking spaces for any single applicant. The three spaces include any area taken by concrete safety barriers.

- 2.8 If an applicant is requesting the use of a designated handicap parking space for outdoor dining, the Board may not approve unless a suitable alternative location for handicap parking is identified.
- 2.9 The outdoor dining season shall be April 1 - October 31. The Select Board may authorize seasonal temporary outdoor seating under Zoning Bylaw Section 6.9.2 (b) earlier than April 1 and later than October 31 of each year. Consideration shall be given to snow removal operations, roadway and sidewalk construction schedules, and other needs of the Town.
- 2.10 Outdoor dining licenses must be renewed annually. For those applications seeking a renewal from the prior year, the Town Manager will determine whether a public hearing is required, taking into consideration any compliance issues, resident or abutter complaints, and safety concerns in the prior year. Renewals will be reviewed subject to the criteria above and to the operational needs of the Town, including but not limited to anticipated roadway or sidewalk construction, potential changes in use of the public property, and changes in the Town's overall parking infrastructure.
- 2.11 An application for outdoor seating on public property that increases the restaurant's overall seating capacity by more than thirty percent (30%) must receive approval by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant (either the Planning Board or the Zoning Board of Appeals), before the Select Board will review the outdoor dining application.
- 2.12 If an applicant currently has a liquor license that allows consumption on premises and intends to extend that service to the Outdoor Seating area, the applicant must file an Alcoholic Beverages Control Commission's Alteration of Premises form with the Select Board.
- 2.13 Applicants must provide a certificate of liability insurance covering the approved outdoor dining area and naming the Town of Needham as an additionally insured party in the amount of \$500,000/\$1 million.
- 2.14 Permission to use Town land does not modify or amend any applicable state or local rules, requirements, permits, licenses or approvals. To the extent that modifications of any existing permits, licenses or approvals may be necessary, they should be separately applied for by the applicant.
- 2.15 Permission to use Town land may be modified or terminated by the Town, in its sole discretion, at any time. Upon termination, the restaurant shall be responsible for removing all of its property from the designated area.

Section 3. Procedures

- 3.1 The applicant shall file an application for outdoor dining on the form prescribed by the Town of Needham and submit requisite plans, photographs, and information.
- 3.2 The application and related plans that are submitted must adhere to all health, safety, and access requirements established by the Town, as outlined in this policy and in Appendix A: Outdoor Dining Requirements.
- 3.3 Applicants must provide a certificate of liability insurance covering the approved outdoor dining area and naming the Town of Needham as an additionally insured party in the amount of \$500,000/\$1 million.
- 3.4 Upon receipt of an application, the Town Manager or their designee, will review the application for completeness, request any missing documentation, and circulate the completed application to relevant Town departments for review and comments.
 - 3.4.1 An application for outdoor seating on public property that increases the restaurant's overall seating capacity by more than thirty percent (30%) must receive approval by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant (either the Planning Board or the Zoning Board of Appeals), before the Select Board will review the outdoor dining application.
 - 3.4.2 If an applicant currently has a liquor license that allows consumption on premises and intends to extend that service to the outdoor seating area, the applicant must file an Alcoholic Beverages Control Commission's Alteration of Premises form with the Select Board.
 - 3.4.3 Applicants are encouraged to apply in late fall/early winter prior to the next outdoor dining season. Applicants may need approval from multiple local boards including the Select Board, Planning Board, and/or Zoning Board of Appeals depending on the specifics of the application. Applicants with liquor licenses will also require approval from the Alcoholic Beverages Control Commission, after local approval is received. While the Town will work diligently to process applications, applicants are not guaranteed a decision by April 1.
- 3.5 The Office of the Town Manager will notify the applicant and all owners of property within a 300-foot radius of the premises to be licensed of any public hearing via certified mail, at least seven (7) days prior to the scheduled hearing date.
- 3.6 Applicants that are approved by the Board will be required to sign a license agreement with the Town of Needham for the use of the public right of way.
- 3.7 Approved applicants may be required to obtain additional permits, subject to the specific furniture and accessories proposed for outdoor dining. Tents and outdoor structures with roofs require a permit from the Building Department. Outdoor

electrical wiring and lighting require an electrical permit from the Building Department. Outdoor heaters require a permit from the Fire Department.

- 3.8 Applicants with outdoor seating approved in on-street parking spaces or in a parking lot must coordinate with the Department of Public Works for the placement of concrete jersey barriers, before outdoor dining furniture can be installed or used.
- 3.9 Outdoor dining licenses must be renewed annually. The Select Board will determine whether a public hearing is required for renewal, taking into consideration any compliance issues, resident or abutter complaints, and safety concerns in the prior year. Renewals will be reviewed subject to the criteria above and to the operational needs of the Town, including but not limited to anticipated roadway or sidewalk construction, potential changes in use of the public property, and changes in the Town's overall parking infrastructure.

Section 4. Fees

- 4.1 There shall be an annual application fee of \$25, which will be waived if a restaurant submits an outdoor dining application when applying for or renewing their Common Victualler license.
- 4.2 There shall be an additional annual licensing fee for all approved applications for the sole use of public space for outdoor dining at the rate of \$250 per public parking space and \$100 for the use of the sidewalk.

Section 5. Exceptions

The Select Board reserves the right to make exceptions to this policy if it determines that it is in the best interest of the Town to do so.

Appendix A. Outdoor Dining Requirements

All outdoor dining applications will be reviewed by the relevant Town Department(s) to ensure compliance with the following requirements:

Public Safety & Accessibility

1. The plan submitted must show that a minimum width of 48" (or as otherwise prescribed by law) is maintained and unobstructed from the sidewalk or entrances into the building or any other designated walkways or pedestrian paths. The table and chairs must be placed within the outdoor seating area in such a manner as to allow free and safe passage of pedestrian traffic.
2. The outdoor seating arrangement may not obstruct or interfere with visibility at any street intersection and must not impede Police or Fire access.
3. The outdoor seating arrangement may not obstruct any fire exit, fire escape or other required ingress or egress.
4. The outdoor seating area must be accessible to people with disabilities and the applicant must at all times comply with all applicable laws, ordinances and regulations concerning accessibility and non-discrimination in the providing of services.
5. Outdoor seating placed on sidewalks or in outdoor areas should maintain a 36" clear path between and around all tables and chairs.
6. Seating placed near or adjacent to public ways or parking lots that vehicles can pull up to or travel by must have crash protection, such as concrete barriers.

Public Health

7. All entrances and exit doors through the kitchen used by food service personnel and customers must be screened and provided with air curtains meeting National Sanitation Foundation standards. All windows or openings through the kitchen used for the transfer of food must also be screened and provided with air curtains. (If your entrance and exit or service opening to the outdoor seating area is through the kitchen, you must get Health Department approval.)
8. All food must be prepared inside the facility's kitchen and kept inside until served. No food may be prepared outside.
9. A system for washing down the outside seating area must be provided.
10. Food service personnel may not serve patrons beyond the outdoor seating area as shown on the plan approved by the licensing authority.
11. Food service personnel must constantly police the outdoor seating area for waste paper, garbage and other trash. Covered trash receptacles should be provided and must be emptied as needed to prevent overflowing. They must also be emptied at the end of each evening's service.
12. If dumpsters are located near these proposed seating areas, need to ensure that areas around dumpsters are clean and sanitary, and no public health nuisance issues with odors or attraction of pests exist.
13. During the operating hours and thereafter, strict clean-up practices must be adhered to. Food service personnel must clear up after each patron and remove all trash and dirty dishes.

14. Outside food handlers must have easy access to handwash sinks and cleaning cloths. Facilities for preparation and disposal of sanitizing solutions must be accessible.
15. Outdoor seating areas shall be considered as part of the restaurant and shall comply with Board of Health regulations, including a prohibition of smoking in seasonal outdoor dining areas and only service animals being allowed in those same areas.
16. Pets not allowed in outdoor seating areas. Only service animals are permitted.

Furniture, Fixtures, Lighting & Heating

17. Tents and outdoor structures with roofs will require a permit from the Building Department.
18. Electrical wiring and lighting for outdoor seating will require an electrical permit from the Building Department.
19. Outdoor heaters require a permit from the Fire Department.
20. The applicant shall be responsible for the maintenance and upkeep of the public right-of-way used for the outdoor seating area and the replacement of damaged public property, including brick pavers. No furniture or furnishings may be permanently attached by any means to the public sidewalk or any other public property.
21. Planters may be used to provide added visual interest and create a more attractive and welcoming atmosphere. Planters may not be used to define the area of outdoor seating where the service of alcohol is involved.
22. If a patio is constructed, the patio or other ground surface must be constructed of material readily cleanable and not susceptible to dust, mud or debris. (Brick, bluestone, tile, and concrete are examples of acceptable materials.)
23. Outdoor dining furniture and fixtures must be maintained in good visual appearance and in clean condition. Table tops must be easily cleanable and durable and maintained in a clean and sanitary condition.
24. Umbrellas may be used but must be, when extended, at least 7 feet above the sidewalk or patio level and contained within the outdoor seating area. Umbrellas should be closed when the restaurant is not open for business.
25. Furniture and fixtures must be removed or safely secured when inclement weather is forecasted.
26. At the end of each outdoor dining season, all furniture, umbrellas, and trash receptacles must be removed.
27. All outdoor seating, furnishings and obstructions must be removed from November 1 through and including March 31, unless you have received written approval from the Town of Needham extending your outdoor dining license beyond April 1 - October 31.
28. Electrical or lighting used in or around outdoor seating needs to be UL listed for outdoor continuous use, such as power outlets, lighting and cords or cables. Exterior feeds for lighting or power should not be laid on the ground and installed overhead without code compliant cable and supporting hardware. Electrical wiring for lighting and power shall require a permit and inspection, this work shall be installed by a licensed electrician.
29. Tents, membrane structures and their accessories such as sidewalls, drops, tarpaulins, floor coverings, bunting and combustible decorations shall be certified by an approved testing laboratory meeting the design criteria of NFPA 701. Each Membrane structure or tent shall have a permanently affixed label bearing the size, fabric, and material type, testing agency and standard that fabric was tested under.

30. Portable fire extinguishers are required for each tent or membrane structure.
31. Open or exposed flame or other devices emitting flame, fire or heat or any other flammable or combustible liquids, gas, charcoal, or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent or membrane structure while open to the public unless approved by the Fire Code Official.
32. LP Gas containers shall be located on the outside. Containers of 500 gallons or less shall have a minimum separation distance of 10 feet between the container and the structure. Storage of over 500 gallons shall have a minimum distance of 25 feet between the container and the structure.
33. Portable LP Gas containers, piping, valves, and fittings located outside and are being used to fuel equipment inside the tent or membrane structure shall be adequately protected to prevent tampering, damage by vehicles or other hazards and shall be in an approved location. Portable LP Gas containers shall be securely fastened in place to prevent unauthorized movement.

Licensing Authority

34. A restaurant requesting outdoor seating must possess a Common Victuallers License.
35. The outdoor seating area must be clearly related to the restaurant conducted in the principal building.
36. Operation of outdoor restaurant seating areas is permitted only when the main place of business is open.
37. If an applicant currently has an alcoholic license and intends to extend that service to the Outdoor Seating area, it must file an Alteration of Premises ABCC form with the Select Board.

TOWN of NEEDHAM
MASSACHUSETTS
APPLICATION FOR OUTDOOR SEATING
UNDER SECTION 6.9 OF THE ZONING BY-LAW

LOCATION:

Property Address: _____

Name of Establishment: _____

APPLICANT:

Name (must be business owner, manager, or lessee): _____

Address: _____

Telephone Number: _____

Email Address: _____

Do you own or rent property?

PROPERTY OWNER:

Complete this section if applicant is not the property owner

Name (must be owner): _____

Address: _____

Telephone Number: _____

Email Address: _____

APPLICATION REQUEST:

_____ Outdoor Seating on Private Property

_____ Outdoor Seating on Public Property (including sidewalks and public parking spaces)

Are you requesting to have outdoor dining on PRIVATE parking spaces?

If yes, how many private parking spaces?

Are you requesting to have outdoor dining on PUBLIC parking spaces (on-street or in a public parking lot)?

If yes, how many public parking spaces do you intend to use in each category?

_____ # on-street public parking spots. Please note, required concrete barriers will take up 1 parking spot and should be added to the total number of spots you are applying to use.

_____ # of off-street public parking spots (in a public parking lot)

Are any of the spaces you are requesting to use designated for handicap parking?

Are you requesting to have outdoor dining on a sidewalk?

SEATING: FACILITIES/EQUIPMENT:

Total number of seats existing inside _____ Number of restrooms provided _____

Total number of seats proposed outside _____ Size of Grease Trap _____

Number of chairs _____ Air Curtains (if opening is off kitchen) _____

Number of tables _____ Screens (if opening is off kitchen) _____

Outdoor Seating Area dimensions _____

Type of Barrier or Enclosure to Define Seating Area

(mandatory if alcohol is proposed to be served):

DATES AND HOURS OF OPERATION

The standard outdoor dining season in the Town of Needham is April 1 - October 31.

Are you requesting to serve food & beverage outdoors earlier than April 1 or later than October xx? Yes no

If yes, what are your proposed opening and closing dates?

What days of the week and hours do you plan to serve food & beverage outdoors?

BRIEF DESCRIPTION OF:

Seating Arrangement, Type of Furniture, Type of Barrier or Enclosure to Define Seating Area (mandatory if alcohol is proposed to be served), Ingress/Egress from the Inside to the Outside, Location of Outdoor Exit Area in the case of an emergency, Written Description of Colors and Materials Used

PLAN REQUIREMENTS

Submit a Plan of the Outside Seating Area, showing precise dimensions and locations of:

(1) Seating arrangement, including the arrangement of the furniture

(2) Enclosure of dining area (this is required if service of alcohol is proposed)

(3) Location of ingress/egress from inside to outside

(4) Location of outside emergency exit(s)

(5) Separation distances to building, curbing, sidewalks, streets, trees, planters, rubbish containers, equipment, and any other obstacles in pedestrian walkway or access aisles

Said Plan must be certified by a Registered Architect or Engineer with certifications that the restaurant with the outdoor seating complies with egress and access requirements, that the seating configuration complies with safety requirements, and that the restaurant has adequate restroom facilities for the number of seats. (If the total indoor and outdoor seating exceeds the number allowed for the existing restroom facilities, you may reduce the number of indoor seats

being used, so that the total number of restaurant seats does not trigger additional restroom facilities.)

FURNITURE SPECIFICATIONS SHEET

A detailed specifications sheet illustrating the appearance, materials, colors, and size of selected outdoor seating furniture and equipment including chairs, benches, tables, umbrellas, fences, and other items. Photographs of furniture and equipment may be substituted for specification sheets as long as a sheet listing the dimensions of the furniture and equipment accompanies the photographs.

Are you proposing to have: (please check all that apply)?

- A tent or canopy? A permit from the Building Department may be required (link).
- Outdoor lighting? An electrical permit is required (link).

Outdoor Heating? A permit from the Fire Department is required (link).

PHOTOGRAPHS

Submit photographs of the proposed outdoor dining location (front and side views) if available.

ALCOHOL SERVICE

☐ **NO**
☐ **YES**

If you are seeking permission to serve alcohol outside (i.e., to extend your existing license to a patio or other outdoor seating areas), you must get approval from the Select Board by filing an Alteration of Licensed Premises, which is available on the Alcoholic Beverages Control Commission (ABCC) website at www.mass.gov/abcc/forms.htm.

Please select one. Expansion area must be either:

1. Contiguous to the licensee's premise with a clear view of the area from inside the premises; or
2. The Licensee may commit to providing management personnel dedicated to the area.

FEES AND TERM

Outdoor seating licenses are issued for a term of one year, unless stated otherwise, and can be renewed annually. The annual application fee is \$25, which can be waived if the application is submitted at the same time as a Common Victualler license application or renewal.

For outdoor dining approved on public property, there is an annual licensing fee of \$250 per public parking space and \$100 for the use of the sidewalk. There is not additional licensing fee for the use of private property.

CERTIFICATION

I/we the undersigned certify that I am the owner of record of the named property or that the owner of record authorizes the proposed work and that the above information which I/we provided is correct.

I/we have read and fully understand the procedures as established by the Town of Needham and further understand that failure to comply with said procedures may result in revocation of this permit.

Signature of Applicant(s): _____ Date: _____
_____ Date: _____

THIS SECTION BELOW IS FOR OFFICIAL USE ONLY

Licensing Board Approval _____

Certificate of Insurance covering outdoor area: _____

Departmental Approval (Health, Building, Fire, Police, Public Works): _____

License Agreement (if seating is on sidewalk or other public property): _____

Alteration of Licensed Premises (for alcohol service in outdoor area): _____

Comments: _____

Outdoor Dining Applicant Checklist

The Outdoor Dining season runs from April 1 to October 31. Applicants are strongly encouraged to apply in late fall/early winter prior to the next outdoor dining season. Applicants may need approval from multiple local boards including the Select Board, Planning Board, and/or Zoning Board of Appeals depending on the specifics of the application. Applicants with liquor licenses will also require approval from the Alcoholic Beverages Control Commission, after local approval is received. While the Town will work diligently to process applications, applicants may not receive a decision before April 1.

If you would like to...	And you have....	Checklist
Serve <u>food only</u> on the sidewalk or on a public parking space (on-street or in a Town-owned lot).	A Common Victualler (CV) license	1. Submit outdoor dining application to [CONTACT]. Ensure plans comply with Select Board Outdoor Dining Policy and Appendix A: Outdoor Dining Requirements. Pay \$25 application fee. 2. Provide Certificate of Liability insurance extending to the outdoor area. 3. Town staff will review your application and determine the approvals that are required. If your outdoor seating proposal increases your restaurant seating capacity by more than 30%, you must receive approval by the Special Permit Granting Authority that originally approved your restaurant (either the Planning Board or the ZBA), before the Select Board will review your application. 4. Attend Select Board hearing. You and abutters within 300-foot radius will be notified at least 7 days prior to the hearing. 5. Sign license agreement with the Town of Needham for the use of the public right of way. Pay licensing fee of \$100 for sidewalk use and \$250 per public parking space.
Serve <u>food and alcohol</u> on the sidewalk or on a public parking space .	A Common Victualler (CV) license AND an alcohol license.	The above plus: 6. File an Alcoholic Beverages Control Commission's Alteration of Premises form [link] with the Select Board.

If you would like to...	And you have....	Checklist
Serve <u>food only</u> outdoors on private property that you own or lease.	A Common Victualler (CV) license	1. Submit outdoor dining application to [CONTACT]. Ensure plans comply with Zoning Bylaw 6.9 [link] and Appendix A: Outdoor Dining Requirements [link]. Pay \$25 application fee. 2. Provide Certificate of Liability insurance extending to the outdoor area. 3. Receive approval by the Special Permit Granting Authority that originally approved your restaurant (either the Planning Board or the ZBA). Proposals that utilize designated or required landscaped areas, parking lots, or drive aisles for outdoor seating and/or increase your restaurant seating capacity by more than 30% will be subject to a higher level of review. Town staff will review your application to determine if a hearing will be required. 4. Attend Planning Board or ZBA meeting (or hearing, if required).
Serve <u>food and alcohol</u> outdoors on private property that you own or lease.	A Common Victualler (CV) license AND an alcohol license.	The above plus: 5. File an Alcoholic Beverages Control Commission's Alteration of Premises form [link] with the Select Board.

If you have been approved for outdoor dining	
And would like to...	Checklist
Use any parking spot (public or private).	Coordinate with the Department of Public Works [CONTACT] for the placement of concrete jersey barriers before outdoor furniture can be installed.
Have a tent or outdoor structure with a roof.	Secure a permit from the Building Department.
Have outdoor lighting or electricity.	Secure an electrical permit from the Building Department.
Have outdoor heating.	Secure a permit from the Fire Department.
Continue next season.	Remove furniture by November 1. Renew annually.



Schedule of Town of Needham *FEES*

CALENDAR YEAR **2020**

Town of Needham Fees: Checks payable to Town of Needham

ON PREMISE ALCOHOLIC BEVERAGE

\$4,525	Innholders
\$4,025	Restaurants - All Alcoholic
\$1,500	Restaurants –Wine /Malt
\$ 510	Clubs
\$ 150	New License/Transfer License (On Premise & Off Premise Licenses)
\$ 100	Change in License (On Premise & Off Premise Licenses)
	Includes: Change of Manager
	Pledge of License/Stock
	Alteration of Premises
	New Officer/Director
	Change of Corporate Name or D/B/A
	Most other changes

OFF PREMISE PACKAGE STORE

<u>Initial</u>	<u>Renewal</u>	
<u>License</u>	<u>License</u>	
\$3,500	\$2,500	Retail Package Goods Store, All Kinds of Alcoholic Beverages
\$3,000	\$2,000	Retail Package Goods Store, Wine & Malt Beverages Only

MISC. LICENSES/PERMITS

Automatic Amusement	\$ 50 each machine
Bowling	\$ 10 each lane
Class I and Class II	\$ 200
Common Victualler Licenses	\$ 100
Innkeeper	\$ 25
Livery	\$ 25
Lodging License	\$ 50
One-Day Special Liquor License	\$ 25
Pool Table	\$ 25
Public Entertainment	\$ 100
Second Hand Articles	\$ 25
Sunday Entertainment	\$ 100
Taxi	\$ 10 each cab

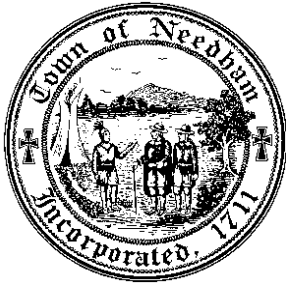


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 09/14/2021

Agenda Item	Accept and Refer Zoning
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Planning Board, at its meeting of September 8, 2021, voted to place the following article on the warrant for the October 25, 2021 Special Town Meeting: Amend Zoning By-Law – Chestnut Street Business District Front Setback. Under State law, the Select Board has 14 days to accept the proposed amendments and refer them to the Planning Board for its review, hearing, and report. The Board’s action in this matter is not discretionary.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to accept the proposed zoning article titled Amend Zoning By-Law – Chestnut Street Business District Front Setback, for referral to the Planning Board for its review, hearing, and report.	
3.	BACK UP INFORMATION ATTACHED
a. Transmittal Letter from Lee Newman b. Proposed Warrant Article c. M.G.L. c. 40A Section 5	



September 9, 2021

Ms. Kate Fitzpatrick
Town Manager
Town Hall
Needham, MA 02492

Re: Zoning Article for 2021 October Special Town Meeting

Dear Ms. Fitzpatrick:

The Planning Board, at its meeting of September 8, 2021, voted to place the following article on the warrant for the October 2021 Special Town Meeting: (1) Article 2: Chestnut Street Business District Front Setback. Accordingly, please find the above-named article as approved by the Planning Board for inclusion in the warrant of the 2021 Special Town Meeting.

As you know, the Select Board will need to accept the article and to then forward it to the Planning Board for review, public hearing and report. Please have the Select Board act on the enclosed article at its next meeting of Tuesday, September 14, 2021, so that the Planning Board can meet its statutory obligations. The Planning Board plans to schedule the public hearing on the article for Tuesday, October 5, 2021.

Should you have any questions regarding this matter, please feel free to contact me directly.

Very truly yours,

NEEDHAM PLANNING BOARD

Lee Newman

Lee Newman
Director of Planning and Community Development

cc: Planning Board

Enclosure

**ARTICLE 2: AMEND ZONING BY-LAW – CHESTNUT STREET BUSINESS DISTRICT
FRONT SETBACK**

To see if the Town will vote to amend the Needham Zoning By-Law as follows:

1. Amend Section 4.4.4, Front Setback, by replacing in the first sentence of the first paragraph the word “a” with the word “the” and by capitalizing the term “business district” to read as follows (new language underlined):

“In the Business District, there shall be a minimum front setback of ten (10) feet for all lots zoned in the Business District prior to April 14, 1952 and of twenty (20) feet for all lots changed to the Business District thereafter. The setback area shall be kept open and landscaped with grass or other plant materials; such area shall be unpaved except for walks and driveways, as defined in Section 4.4.5. Regulations relative to parking setbacks are governed by Section 5.1.”

2. Amend Section 4.4.4, Front Setback, by revising the second paragraph to read as follows (new language underlined):

“In the Chestnut Street Business District, there shall be a minimum front setback of ten (10) feet for all buildings except along both sides of Chestnut Street where there shall be a front setback of twenty (20) feet for all buildings. The landscaping treatment for the setback area shall be consistent with the Chestnut Street Landscape Design Recommendations (April 1988) on file in the office of the Planning Board. No parking shall be allowed in this setback area. Parking shall be on the side or in the back of the building.”

Or take any other action relative thereto.

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40A** ZONING**Section 5** ADOPTION OR CHANGE OF ZONING ORDINANCES OR BY-LAWS; PROCEDURE

Section 5. Zoning ordinances or by-laws may be adopted and from time to time changed by amendment, addition or repeal, but only in the manner hereinafter provided. Adoption or change of zoning ordinances or by-laws may be initiated by the submission to the city council or board of selectmen of a proposed zoning ordinance or by-law by a city council, a board of selectmen, a board of appeals, by an individual owning land to be affected by change or adoption, by request of registered voters of a town pursuant to section ten of chapter thirty-nine, by ten registered voters in a city, by a planning board, by a regional planning agency or by other methods provided by municipal charter. The board of selectmen or city council shall within fourteen days of receipt of such zoning ordinance or by-law submit it to the planning board for review.

No zoning ordinance or by-law or amendment thereto shall be adopted until after the planning board in a city or town, and the city council or a committee designated or appointed for the purpose by said council has each held a public hearing thereon, together or separately, at which interested persons shall be given an opportunity to be heard. Said public

hearing shall be held within sixty-five days after the proposed zoning ordinance or by-law is submitted to the planning board by the city council or selectmen or if there is none, within sixty-five days after the proposed zoning ordinance or by-law is submitted to the city council or selectmen. Notice of the time and place of such public hearing, of the subject matter, sufficient for identification, and of the place where texts and maps thereof may be inspected shall be published in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of said hearing, and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of said hearing. Notice of said hearing shall also be sent by mail, postage prepaid to the department of housing and community development, the regional planning agency, if any, and to the planning board of each abutting city and town. The department of housing and community development, the regional planning agency, the planning boards of all abutting cities and towns and nonresident property owners who may not have received notice by mail as specified in this section may grant a waiver of notice or submit an affidavit of actual notice to the city or town clerk prior to town meeting or city council action on a proposed zoning ordinance, by-law or change thereto. Zoning ordinances or by-laws may provide that a separate, conspicuous statement shall be included with property tax bills sent to nonresident property owners, stating that notice of such hearings under this chapter shall be sent by mail, postage prepaid, to any such owner who files an annual request for such notice with the city or town clerk no later than January first, and pays a reasonable fee established by such ordinance or by-law. In cases involving boundary, density or use changes within a district, notice shall

be sent to any such nonresident property owner who has filed such a request with the city or town clerk and whose property lies in the district where the change is sought. No defect in the form of any notice under this chapter shall invalidate any zoning ordinances or by-laws unless such defect is found to be misleading.

Prior to the adoption of any zoning ordinance or by-law or amendment thereto which seeks to further regulate matters established by section forty of chapter one hundred and thirty-one or regulations authorized thereunder relative to agricultural and aquacultural practices, the city or town clerk shall, no later than seven days prior to the city council's or town meeting's public hearing relative to the adoption of said new or amended zoning ordinances or by-laws, give notice of the said proposed zoning ordinances or by-laws to the farmland advisory board established pursuant to section forty of chapter one hundred and thirty-one.

No vote to adopt any such proposed ordinance or by-law or amendment thereto shall be taken until a report with recommendations by a planning board has been submitted to the town meeting or city council, or twenty-one days after said hearing has elapsed without submission of such report. After such notice, hearing and report, or after twenty-one days shall have elapsed after such hearing without submission of such report, a city council or town meeting may adopt, reject, or amend and adopt any such proposed ordinance or by-law. If a city council fails to vote to adopt any proposed ordinance within ninety days after the city council hearing or if a town meeting fails to vote to adopt any proposed by-law within six months after the planning board hearing, no action shall be taken thereon until after a subsequent public hearing is held with notice and report as provided.

No zoning ordinance or by-law or amendment thereto shall be adopted or changed except by a two-thirds vote of all the members of the town council, or of the city council where there is a commission form of government or a single branch, or of each branch where there are two branches, or by a two-thirds vote of a town meeting; provided, however, that if in a city or town with a council of fewer than twenty-five members there is filed with the clerk prior to final action by the council a written protest against such change, stating the reasons duly signed by owners of twenty per cent or more of the area of the land proposed to be included in such change or of the area of the land immediately adjacent extending three hundred feet therefrom, no such change of any such ordinance shall be adopted except by a three-fourths vote of all members.

No proposed zoning ordinance or by-law which has been unfavorably acted upon by a city council or town meeting shall be considered by the city council or town meeting within two years after the date of such unfavorable action unless the adoption of such proposed ordinance or by-law is recommended in the final report of the planning board.

When zoning by-laws or amendments thereto are submitted to the attorney general for approval as required by section thirty-two of chapter forty, he shall also be furnished with a statement which may be prepared by the planning board explaining the by-laws or amendments proposed, which statement may be accompanied by explanatory maps or plans.

The effective date of the adoption or amendment of any zoning ordinance or by-law shall be the date on which such adoption or amendment was voted upon by a city council or town meeting; if in towns, publication in a town bulletin or pamphlet and posting is subsequently made or publication in a newspaper pursuant to section thirty-two of chapter forty.

If, in a town, said by-law is subsequently disapproved, in whole or in part, by the attorney general, the previous zoning by-law, to the extent that such previous zoning by-law was changed by the disapproved by-law or portion thereof, shall be deemed to have been in effect from the date of such vote. In a municipality which is not required to submit zoning ordinances to the attorney general for approval pursuant to section thirty-two of chapter forty, the effective date of such ordinance or amendment shall be the date passed by the city council and signed by the mayor or, as otherwise provided by ordinance or charter; provided, however, that such ordinance or amendment shall subsequently be forwarded by the city clerk to the office of the attorney general.

A true copy of the zoning ordinance or by-law with any amendments thereto shall be kept on file available for inspection in the office of the clerk of such city or town.

No claim of invalidity of any zoning ordinance or by-law arising out of any possible defect in the procedure of adoption or amendment shall be made in any legal proceedings and no state, regional, county or municipal officer shall refuse, deny or revoke any permit, approval or certificate because of any such claim of invalidity unless legal action is commenced within the time period specified in sections thirty-two and thirty-two A of chapter forty and notice specifying the court, parties, invalidity claimed, and date of filing is filed together with a copy of the petition with the town or city clerk within seven days after commencement of the action.



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

MEETING DATE: 9/14/2021

Agenda Item	Public Participation in Meetings Policy
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Select Board adopted a goal to “create a public comment component at Select Board meetings as part of the formal agenda.” The Town Manager will present a draft policy for consideration by the Board.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. Draft Policy on Public Participation in Meetings	

Select Board

Policy Number:	SB-ADMIN-006
Policy:	Public Participation in Meetings
Date Approved:	
Date Revised:	
Approved:	_____ Chair, Select Board

Policy:

In accordance with state law, all meetings of the Select Board, its subcommittees, and its advisory committees shall be open to the public, except for Executive Sessions properly convened under applicable statute. While the law grants the public the right only to observe public meetings, the Board recognizes that meetings may provide an important opportunity for the Board to hear the viewpoints of residents.

Public Comment Period

The Select Board will provide a period during each meeting, generally not to exceed ten minutes, for public statements or comments on matters within the scope of the Select Board's authority and may not involve any item on the formal agenda for the meeting.

Members of the public planning to speak during the Public Comment Period should inform the Office of the Town Manager in advance, either by telephone, e-mail or in person, by the end of the business day prior to the day of the meeting. Such advance notice is not required but is helpful. During the period allotted to public comments, the Chair of the meeting will recognize first those who have communicated in advance their desire to speak. If time allows, other individuals wishing to speak will be recognized at the discretion of the Chair.

To facilitate timely completion of the business of the meeting, public comments will not be allowed during other portions of the meeting except for public hearings.

Guidelines for Public Comments

1. All public comments are to be addressed to the Chair.
2. Persons making public comments must identify themselves by name and city or town of residence and any affiliation relevant to the comments to be made.
3. Comments may be either oral or written; if written, copies should be provided for each of the five Select Board members.
4. Speakers will have three minutes to present their material.
5. Comments must be limited to matters that are within the scope of the Select Board's authority. Comments involving staff members must concern the goals, policies, or budget of the Town of Needham or the performance of the Town Manager.

6. As the time allotted to public comments is limited, large groups addressing the same topic are encouraged to consolidate their remarks and/or select a spokesperson to comment. The Chair may limit multiple statements that reiterate similar viewpoints.
7. The Chair will not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to ask clarifying questions and to terminate speech that is not Constitutionally protected because it constitutes threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments. Verbal comments may also be curtailed once they exceed three-minutes and/or to the extent they exceed the scope of the Select Board's authority.

Select Board Members' Role in Public Comment Period

The Public Comment Period is not a time for debate or response by Select Board members. Comments made during the Public Comment Period do not necessarily reflect the views or the positions of the Select Board.

Communications to and from Select Board Members

Speaking during the Public Comment Period is only one means of communicating with the members of the Select Board. Members of the public are encouraged to ask questions of or express opinions to the Board by U.S. mail, e-mail, or by phone. Emailing selectboard@needhamma.gov will reach all five members. Whether received through the Public Comment Period or other methods, the Chair may summarize questions and answers of general interest at the start of a future Select Board meeting and/or may include some matters on the agenda of a future meeting. Other matters may be referred to the Town Manager for administrative response.



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

MEETING DATE: 9/14/2021

Agenda Item	Climate Action Plan Committee
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Select Board adopted a goal to “Create a Climate Action Plan.” The Town Manager will present a draft committee charge and composition for a Climate Action Plan Committee for the Board to review and discuss.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. Draft Climate Action Plan Committee Charge and Composition	

Climate Action Plan Committee

COMMITTEE CHARGE

Type:	Ad Hoc	
Legal Reference:	Select Board Goals	
Appointing Authority:	Select Board	
Number of Voting Members:	Nine (9)	
Term of Appointment:	Two (2) years	
Special Municipal Employee:	TBD*	
Staff Support:	Town Manager/Designee, Director of Public Works/Designee	
Members	Year Appointed	Term Expiration

Composition: Nine (9) voting members:

- Two (2) current Select Board Members
- One (1) current Conservation Commission Member
- One (1) current Planning Board Member
- five (5) residents, some of whom shall have experience with one or more of the following areas: net zero energy building; energy efficient retrofits; climate change mitigation/advocacy/research; clean energy practice/policy/infrastructure; community choice energy; green infrastructure for climate adaptation; sustainable transportation; sustainable farming and forestry; waste reduction; and environmental or climate justice, and other relevant areas.

Purpose:

Climate Action Plan Committee (CAPC) shall guide the Town in developing a plan that meets or exceeds the State's climate mitigation and resilience goals. The Committee will make recommendations to the Select Board on approval of a Climate Action Plan (CAP), and may be asked to continue to serve as an advisory committee to oversee the implementation of the CAP.

Charge: The CAPC shall:

- 1) Review the Town's climate-related data (GHG inventory, energy consumption, vulnerability assessments, hazard mitigation plans, etc.).
- 2) Seek guidance and establish a program to create a GHG inventory for the entire Town of Needham including pass through traffic, residential, commercial, and municipal.
- 3) Recommend for adoption to the Select Board long-term climate action goals that focus on reducing greenhouse gas [GHG] emissions and building resilience within and across the Town's residential, commercial, and municipal sectors, including roadmaps of steps to achieve goals.
- 4) Recommend for adoption to the Select Board target dates, benchmarks and/or annual/interannual climate mitigation goals to achieve climate action goals.
- 5) Plan and prioritize cross-sector efforts to reduce Town's GHG emissions and build climate resilience.
- 6) Recommend to the Select Board programs and policies to implement GHG reduction goals and climate resilience planning in such areas as, but not limited to:
 - a. Energy, including reduction, source, and generation;
 - b. Built environment including permitting, zoning, siting and code for new construction and renovations for municipal, school, commercial, industrial, and residential structures;
 - c. Transportation systems;
 - d. Land use;
 - e. Water, Sewer & Stormwater;
 - f. Waste management;
 - g. Infrastructure; and
 - h. Open space, agriculture and forestry.
- 7) Develop a Climate Action Plan for the Select Board's review and approval that includes:
 - a. Definition of the climate action goals for each decade through 2050, with a focus on the next decade;
 - b. Strategic options and incentives that seek to overcome barriers to implementation of climate action goals;
 - c. Recommendations for any structural changes, resource, or staffing recommendations that would assist in implementation;
 - d. Actions to protect environmental justice communities from disproportionate effects of climate change;

- e. Recommendations for implementing the plan across all sectors of the Town;
- f. Measures that assist in tracking and reporting Town's progress towards fulfilling climate action goals; and
- g. Funding opportunities the Town should consider.

Reports: The CAPC shall report at least semi-annually to the Select Board on the following:

- Progress towards climate action goals;
- Measures taken to reduce emissions and build resilience;
- Evaluation of the effectiveness and implementation of these measures;
- Funding needed to enable initiatives recommended by the CAPC; and
- Community education and engagement.

Charge Adopted: [DATE] **Charge Revised:**

SME Status Voted: TBD

Per M.G.L. Ch. 268A Sec. 1(n), the Select Board Members serving on CAPC cannot claim SME status, even though the CAPC, as an entity, is designated as such.

DRAFT



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

MEETING DATE: 9/14/2021

Agenda Item	Close Special Town Meeting Warrant
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board vote to close the warrant for the October 25, 2021 Special Town Meeting.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to close the warrant for the October 25, 2021 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel and/or Bond Counsel.	
3.	BACK UP INFORMATION ATTACHED
a. Draft October 25, 2021 Special Town Meeting Warrant dated 9.10.2021	

DRAFT 9.10.2021

Additional information on particular warrant articles will be made available from time to time at www.needhamma.gov/townmeeting during the weeks leading up to the Special Town Meeting.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

To either of the constables in the Town of Needham in said County, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the qualified Town Meeting Members of the Town of Needham to meet in the Needham Town Hall on:

MONDAY, THE TWENTY FIFTH DAY OF OCTOBER 2021

At 7:30 in the afternoon, then and there to act upon the following articles:

HUMAN RESOURCE ARTICLES

ARTICLE X: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM FIRE UNION

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Needham Fire Union by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement from the Classification, Performance and Settlements line to the appropriate lines in the Operating Budget for fiscal year 2022; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:
PERSONNEL BOARD RECOMMENDS THAT:

Article Information: At the time of the printing of the warrant, the parties had not finalized this contract.

FINANCE ARTICLES

ARTICLE X: AMEND THE FY2022 OPERATING FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2022 Operating Budget adopted under Article 20 of the May 1, 2021 Special Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>

or take any other action relative thereto.

INSERTED BY: Finance Committee

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: AMEND THE FY2022 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2022 Sewer Enterprise Fund adopted under Article 21 of the May 1, 2021 Special Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
201A	Salary & Wages	\$1,029,212	\$1,041,753
201D	MWRA Assessment	\$6,662,310	\$6,614,690

or take any other action relative thereto.

INSERTED BY: Select Board & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: AMEND THE FY2022 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2022 Water Enterprise Fund adopted under Article 22 of the May 1, 2021 Special Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
301A	Salary & Wages	\$1,413,248	\$1,457,409
301D	MWRA Assessment	\$1,677,742	\$1,670,433

or take any other action relative thereto.

INSERTED BY: Select Board & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE TRANSPORTATION IMPROVEMENT FEES

To see if the Town will vote to appropriate funds from the Commonwealth Transportation Infrastructure Fund in the amount of \$7,603.90 for the purpose of transportation infrastructure improvements, said sum to be spent under the direction of the Town Manager; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Chapter 187 of the Acts of 2016 established a Commonwealth Transportation Infrastructure Fund. Each Transportation Network Company (such as Uber and Lyft) is assessed \$0.20 per ride to fund transportation improvements. One-half of the amount received from the Fund is to be distributed proportionately to each city and town based on the number of rides that originated in that city or town. The distributed funds must be used to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town. Funding for Transportation Improvements in FY2022 will be allocated to pedestrian and bicycle safety initiatives unless circumstances require otherwise.

ZONING ARTICLES

ARTICLE X: AMEND THE ZONING BY-LAW – OUTDOOR SEATING

To see if the Town will vote to amend the Needham Zoning By-Law, as follows:

- (a) Amend Section 6.9. Outdoor Seating, Subsection 6.9.1, Applicability, by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter is” before the words “permitted under”; and (iii) adding the word “are” before the words “permitted under”; so that it reads as follows:

“Section 6.9.2 shall apply in any business district in which eat-in restaurants are permitted under Section 3.2.2 of this By-Law.”

- (b) Amend the first sentence of Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “is permitted during; (iii) replacing the words “Section 7.4.4 and 7.4.6” with the words “Sections 7.4.4 and 7.4.6”; and (iv) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

“Seasonal temporary (i.e. April through October) outdoor seating, including but not limited to tables, chairs, serving equipment, planters, and umbrellas, for eat-in restaurants is permitted during normal hours of operation, subject to minor project site plan review with waiver of all requirements of Sections 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board in the case of (a) below and the Select Board in the case of (b) below, provided that:”

- (c) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (a) by deleting the words “, licensed,” so that it reads as follows:

“(a) It is within the front yard, rear yard, or side yard of the restaurant’s owned or leased property, but only if said yard abuts a public right-of-way, public property, or other public uses, provided that:”

- (d) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b) by (i) deleting the words “so long as there remains no less than forty-eight inches (48”)”, or as otherwise permitted by law, of unencumbered sidewalk width remaining”; (ii) deleting the word “alternatively” before the words “on a public way”; and (iii) adding the word “on” before the words “other public property”; so that it reads as follows:

“(b) It is within the public sidewalk abutting the front, rear, or side yard of the restaurant’s owned or leased property or on a public way or on other public property abutting the front, rear, or side yard of the restaurant’s owned or leased property, provided that:”

- (e) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b) (i) by replacing the words “Board of Selectmen” with the words “Select Board”, so that it reads as follows:

“(i) No temporary outdoor restaurant seating shall be permitted, unless the Select Board authorizes the placement of temporary outdoor seating within the public right-of-way, public sidewalks and/or on public property;”

- (f) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b) (iii) by replacing the words “Board of Selectmen” with the words “Select Board”, so that it reads as follows:

“(iii) A minimum width of forty-eight inches (48”)”, or as otherwise permitted by law, shall be continuously maintained and unobstructed for the sidewalk or entrance into the principal building, or any other designated sidewalks or pedestrian paths, as shown on the plan provided to the Select Board;”

- (g) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b) (iv) by (i) adding the words “shall not be authorized” after the words “Outdoor seating”; (ii) deleting the words “is prohibited” before the words “in designated or required landscape areas”; and (iii) by adding the words “, or in parking spaces located within a public way, except for good cause, and where the Select Board finds, after holding a public hearing, that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, shall be adequately provided for;” at the end of the subparagraph so that it reads as follows:

“(iv) Outdoor seating shall not be authorized in designated or required landscaped areas, parking lots or drive aisles, or in parking spaces located within a public way, except for good cause, and where the Select Board finds, after holding a public hearing, that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, shall be adequately provided for;”

- (h) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b), by adding the following sentence at the end of the section:

“The Select Board may authorize seasonal temporary outdoor seating under this Section 6.9.2 (b) earlier than April 1 and later than October 31 of each year.”

- (i) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by replacing the words “Board of Selectmen” with the words “Select Board”, in the second paragraph of the section so that it reads as follows:

“Items (a)(i), (a)(iii), (a)(v) and (b)(ii), (b)(iv), and (b)(vi) shall not apply during special town-wide festivals or events during the year as designated by the Select Board.”

- (j) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by deleting the last paragraph of the section and replacing it with the following paragraph to read as follows:

“Where there is authorization for the placement of seasonal temporary outdoor restaurant seating and where such seating could be interpreted to be an increase in the number of seats serving a restaurant, such seating shall not be counted toward the off-street parking or loading requirements, provided that (1) such seating remains seasonal and temporary; and (2) such seating does not increase capacity by more than thirty percent (30%) unless such increase is authorized by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant, with or without a hearing, as said Special Permit Granting Authority shall determine.”

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: AMEND ZONING BY-LAW – CHESTNUT STREET BUSINESS DISTRICT FRONT SETBACK

To see if the Town will vote to amend the Needham Zoning By-Law as follows:

1. Amend Section 4.4.4, Front Setback, by replacing in the first sentence of the first paragraph the word “a” with the word “the” and by capitalizing the term “business district” to read as follows (new language underlined):

“In the Business District, there shall be a minimum front setback of ten (10) feet for all lots zoned in the Business District prior to April 14, 1952 and of twenty (20) feet for all lots changed to the Business District thereafter. The setback area shall be kept open and landscaped with grass or other plant materials; such area shall be unpaved except for walks and driveways, as defined in Section 4.4.5. Regulations relative to parking setbacks are governed by Section 5.1.”

2. Amend Section 4.4.4, Front Setback, by revising the second paragraph to read as follows (new language underlined):

“In the Chestnut Street Business District, there shall be a minimum front setback of ten (10) feet for all buildings except along both sides of Chestnut Street where there shall be a front setback of twenty (20) feet for all buildings. The landscaping treatment for the setback area shall be consistent with the Chestnut Street Landscape Design Recommendations (April 1988) on file in the office of the Planning Board. No parking shall be allowed in this setback area. Parking shall be on the side or in the back of the building.”

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

CAPITAL ARTICLES

ARTICLE X: APPROPRIATE FOR RIDGE HILL BUILDINGS DEMOLITION

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$650,666 for the purpose of the demolition and removal of buildings at Ridge Hill Reservation, to be spent under the direction of the Permanent Public Building Committee and Town Manager and to meet this appropriation that \$231,000 be raised from the Tax Levy, that \$48,426 be transferred from Article 41 of the 2015 Annual Town Meeting, that \$15,000 be transferred from Article 43 of the 2016 Annual Town Meeting, that \$86,000 be transferred from Article 44 of the 2017 Annual Town Meeting, that \$26,805 be transferred from Article 41 of the 2017 Annual Town Meeting, that \$155,000 be transferred from Article 32 of the 2018 Annual Town Meeting, that \$37,315 be transferred from Article 5 of the May 14, 2018 Special Town Meeting, and that \$50,570 be transferred from Article 37 of the 2019 Annual Town Meeting; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The 2019 Annual Town Meeting approved \$50,000 in feasibility funding for the demolition of buildings at the Ridge Hill site. This request would fund the demolition of the Ridge Hill Manor House and Garage at 463 Charles River Street. The existing barn structure is excluded from this scope. Most of the Ridge Hill Reservation is under the jurisdiction of the Conservation Commission, with approximately three acres under the authority of the Select Board. The demolition scope of work includes hazardous materials abatement and disposal; removal of an underground fuel storage tank (UST) at the garage; complete removal of all building elements, foundations, portions of the exterior paved areas and utilities associated with the subject structures and stabilization; and restoration of the site following demolition.

ARTICLE X: APPROPRIATE FOR EMERY GROVER BUILDING DESIGN

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$1,475,000 for engineering and design of renovation of and addition to of the Emery Grover Building and associated grounds, including the temporary use of the Hillside School as swing space and the creation of off-site parking at the Stephen Palmer Building, as well as costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that the Treasurer, with the approval of the Select Board, is authorized to borrow said sum under M.G.L., Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: APPROPRIATE FOR SOLAR INSTALLATION AT JACK COGSWELL BUILDING

To see if the Town will vote to rescind a portion of certain authorizations to borrow, which were approved at prior town meetings, where the purposes of the borrowing have been completed, and/or it was unnecessary to borrow the full authorization:

<u>Project</u>	<u>Town Meeting</u>	<u>Article</u>	<u>Authorized</u>	<u>Rescind</u>
Public Works Storage Facility	2018 ATM	35	\$7,615,000	\$
Total				\$

And further to raise, and/or transfer and appropriate the sum of \$750,000 for engineering, design, and construction of a solar facility at the Public Works Storage Facility/Jack Cogswell Building as well as costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that the Treasurer, with the approval of the Select Board, is authorized to borrow said sum under M.G.L., Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

RESERVE ARTICLES

ARTICLE X: APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$674,900 to the Athletic Facility Improvement Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, as further amended by Section 22 of Chapter 218 of the Acts of 2016, and to meet this appropriation that said sum be transferred from Article 38 of the 2019 Annual Town Meeting; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Article 38 of the 2019 Annual Town Meeting funded the replacement of the synthetic turf fields and associated improvements at Memorial Field and DeFazio Complex, and the project was completed under-budget. Town Meeting action is required to return the unspent funds to the Athletic Facility Improvement Fund. Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. Town Meeting by majority vote may appropriate into the fund and by a two-thirds vote appropriate from the fund. The 2012 Annual Town Meeting approved the creation of the Athletic Facility Improvement Fund to set aside capital funds for renovation and reconstruction of the Town's athletic facilities and associated structures, particularly at Memorial Park and DeFazio Park. The balance in the fund as of June 30, 2021 was \$270,203.

GENERAL ARTICLES

ARTICLE X HOME RULE PETITION TO ADJUST NUMBER OF OFF-PREMISES LICENSES

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation authorizing said Board, as the local licensing authority, to issue licenses for the sale of all alcoholic beverages not to be drunk on the premises and the sale of wine and malt beverages not to be drunk on the premises under section 15 of chapter 138 of the General Laws up to the maximum number of such licenses authorized by section 17 of said chapter 138, as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approve amendments to the bill before enactment by the General Court; and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition:

AN ACT AUTHORIZING THE TOWN OF NEEDHAM TO GRANT LICENSES FOR THE SALE OF ALL ALCOHOLIC BEVERAGES NOT TO BE DRUNK ON THE PREMISES AND WINE AND MALT BEVERAGES NOT TO BE DRUNK ON THE PREMISES AS PROVIDED IN SECTION 17 OF CHAPTER 138 OF THE GENERAL LAWS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. The Select Board of the Town of Needham shall cause to be placed on the ballot at a regular or special election the following question:

“Shall the licensing authority in the town of Needham be authorized to grant licenses for both the sale of all alcoholic beverages in packages not to be drunk on the premises and the sale of wine and malt beverages in packages not to be drunk on the premises in amounts up to the maximum number of such licenses authorized by section 17 of chapter 138 of the General Laws?”

Below the ballot question shall appear a fair and concise summary of the ballot question prepared by the town counsel and approved by the select board.

If a majority of the votes cast in answer to that question is in the affirmative, the licensing authority of the town of Needham shall, notwithstanding anything contained in chapter 207 of the Acts of 2012 to the contrary, or in section 11 of chapter 138 of the General Laws, be authorized to issue licenses for both the sale of all alcoholic beverages not to be drunk on the premises and for the sale of wine and malt beverages not to be drunk on the premises under section 15 of chapter 138 of the General Laws in amounts up to the maximum number of such licenses authorized by section 17 of said chapter 138.

SECTION 2. This act shall take effect upon its passage.

Or to take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: A RESOLUTION CONCERNING DECLARATION OF CLIMATE AND ECOLOGICAL EMERGENCY

Whereas, Needham Town Meeting recognizes that we are in a Climate and Ecological Emergency that threatens our town, state, nation and all of humanity;

And Whereas, Needham Town Meeting believes that a mobilization to meet this challenge is imperative to stabilize the climate, remedy environmental harms which disproportionately hurt environmental justice communities, create clean-energy jobs, and improve human lives;

And Whereas, in recent years, the Town of Needham has demonstrated a commitment to reducing greenhouse gas emissions and protecting our environment by: constructing LEED Certified buildings such as the Sunita Williams Elementary School and the Needham Free Library, including EV charging stations at Sunita Williams and at Needham Public Works, implementing large solar installations at the Town Recycling and Transfer Station, passing the Stretch Building Code and becoming a Green Community, committing to pesticide and herbicide-free maintenance of town trees and parks, and currently preparing a town-wide Climate Action Plan to further lower the town’s carbon footprint.

And Whereas, Town Meeting recommends that Needham join over 2,000 governments globally that have declared a climate emergency, an emergency primarily driven by human activities, most significantly the burning of fossil fuels and the destruction of forests and other carbon sinks, resulting in rising global temperatures and loss of biodiversity.

And Whereas, a warming planet poses serious risks to human health, and safety and economic security, as evidenced by recent extreme weather events including droughts, forest fires, and floods, rising sea levels, ocean acidification, soil erosion, and mass species extinctions around the globe. Massachusetts is already experiencing flooding from storms and rising sea levels, droughts, increased transmission of tick-borne illnesses, record-breaking heat waves, and loss of biodiversity, such as bird and pollinator populations.

Be It Resolved, that this day, in recognition of the urgent need to mobilize, Needham's Town Meeting goes on record as recommending that the Town of Needham, acting through the Select Board, declare a Climate and Ecological Emergency. Once declared, Town Meeting recommends that the Select Board consider taking further action including:

- Communicating to all town departments, businesses, and residents the critical need to achieve net-zero greenhouse gas emissions as soon as is fiscally and technologically possible;
- Developing policies that protect Needham's trees, forests, and open spaces because they draw carbon from the atmosphere, and provide life-sustaining food and shelter to other species;
- Prioritizing projects that reduce the town's greenhouse gas emissions and biodiversity loss;
- Ensuring that the town pursues an equitable and just transition to a zero-greenhouse gas future.

Town Meeting calls on state and federal elected officials to initiate a Climate Emergency mobilization and provide appropriate legislative, regulatory, and financial support to municipalities to implement local climate emergency initiatives. Town Meeting requests that the Town Clerk send notice of this resolution to the Office of the Governor of the Commonwealth of Massachusetts and Needham's state and federal legislators.

INSERTED BY: Oscar Mertz, et. al.
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

**ARTICLE X: A NON-BINDING RESOLUTION CONCERNING THE AMENDMENT OF
THE CURRENT ACCESSORY DWELLING UNITS (ADUS) BY-LAW**

Whereas Needham Town Meeting recognizes that the town is experiencing increasing challenges in providing potential or existing residents a range of affordable options to purchase or rent a home in Needham;

And Whereas, one of the biggest challenges to home-buying and renting in Needham is an increasingly narrow range of housing choices due to the trend to replace older, smaller homes with ever-growing new homes, the average size of which has doubled between 1980 to 2020 from 2,200 SF to 4,400 SF;

And Whereas, this economic trend continues to make Needham increasingly less affordable, creating economic challenges for potential new residents and residents who wish to stay;

And Whereas, the increasing lack of affordability and housing choice creates more challenges for a more diverse Needham community;

And Whereas, as a result of recent trends in Needham and across the region, there is not enough of a range in housing choices at the affordable end that offer smaller unit sizes with more affordable purchase or rental costs for young adults or families or existing, mostly senior, residents;

And Whereas, in 2019, Needham introduced ADUs to the town by-laws but instituted them with residency restrictions that allow use only for a “caregiver”, “family,” or “owner” which has resulted in approximately eight approved ADUs in the past 18 months;

And Whereas, a 2018 white paper written by Amy Dain for the Pioneer Institute, presenting a survey of all of the towns offering ADUs, (approximately half with residency restrictions and the rest without), indicated that the total annual number of ADUs built was uniformly very modest (mostly single-digit), and that towns without restrictions saw only about a 50% increase in the number of ADUs built annually, which means Needham would have about three (3) more ADU applications a year.

Be It Resolved, that this day, in recognition of the urgent need to create more affordable housing choices, Needham’s Town Meeting goes on record as recommending that the Town of Needham, acting through the Select Board, declare making more Affordable Housing Choices a Priority. Once declared, Town Meeting recommends that the Select Board consider taking further action including:

- Communicating to all town departments, businesses, and residents the critical need to address the lack of affordable housing choices currently in our town.
- Recommend that the Planning Board address possible remedies to the housing challenges through both the newly formed Affordable Housing Study Committee and revisions to the zoning by-laws to allow more affordable housing choices including multi-family and other smaller-sized options, like ADUs, that would expand the opportunities for potential and existing residents.
- Prioritize that the Planning Board, for Annual Town Meeting 2022, address an amendment to the current by-law (Section 3.15 – Accessory Dwelling Units [ADUs])
- Acknowledge that the Needham Health Department and the Council on Aging were critical endorsers of the concept of an ADU by-law that would provide to seniors the opportunity to have live-in assistance at their homes or, alternatively, the economic benefit of potential rental income. The current by-law, established in 2019, accomplished only half of that goal; it restricts use of ADUs to live-in assistance, and does not allow use of an ADU as a rental property.
- Encourage the Planning Board to remove the residency restriction in the above by-law, for just “caregiver”, “family” and “owner”, and allow the ADUs to be available to anyone as a more affordable housing choice in the marketplace, given that they would provide a very modest, but important, smaller housing option (850 SF maximum) across our predominantly single-family zoned town.
- Acknowledge that the economic benefit provided by ADUs expands the housing opportunities for seniors and other residents to remain in their homes, and for potential newcomers to join the Needham community.

INSERTED BY:

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least fourteen (14) days before said meeting.

Hereof fail not and make due return of this warrant with your doings thereon unto our Town Clerk on or after said day and hour.

Given into our hands at Needham aforesaid this 14th day of September 2021.

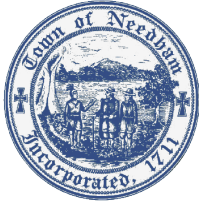
Matthew D. Borrelli, Chair
Marianne B. Cooley, Vice Chair
Lakshmi Balachandra, Clerk
Marcus A. Nelson, Member
Daniel P. Matthews, Member

Select Board of Needham

A TRUE COPY

Attest:

Constable:



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

MEETING DATE: 09/14/2021

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

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



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

MEETING DATE: 9/14/2021

Agenda Item	Town Manager Performance Evaluation
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
In accordance with the Town Manager Evaluation Policy, the Select Board prepares an annual performance evaluation of the Town Manager. Each member of the Board completes his or her own evaluation. The individual evaluations are then compiled into a consensus evaluation overview document. Board policy calls for the overview to be released at a meeting of the Select Board.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to approve the Town Manager Consensus Evaluation Overview Document dated September 10, 2021.	
3.	BACK UP INFORMATION ATTACHED
a. Town Manager Consensus Evaluation Overview Document dated September 10, 2021.	

TOWN OF NEEDHAM

TOWN MANAGER EVALUATION

NAME:	Kate Fitzpatrick
REVIEWER:	Composite
REVIEW PERIOD:	July 1, 2020 - June 30, 2021
DATE:	September 7, 2021

RATING METHODOLOGY

EXCELLENT/OUTSTANDING (E)	The Town Manager's work performance is consistently excellent when compared to the standards of the job.
MEETS EXPECTATIONS (M)	The Town Manager's work performance consistently meets the standards of the position.
IMPROVEMENT NEEDED (I)	The Town Manager's work performance does not consistently meet the standards of the position.

KEY COMPETENCIES

1. INDIVIDUAL CHARACTERISTICS

E	Is diligent and thorough in the discharge of duties
E	Exercises good judgment
E-	Displays enthusiasm, cooperation, and willingness to adapt
E	Exhibits composure and attitude appropriate for executive position

2. PROFESSIONAL SKILLS AND STATUS

E-	Maintains knowledge of current developments affecting the practice of local government management
M	Demonstrates a capacity for innovation and creativity
E	Anticipates and analyzes problems to develop effective approaches for solving them
E	Demonstrates a willingness to try new ideas proposed by governing body members and/or staff
M	Sets a professional example by handling affairs of the public office in a fair and impartial manner
M	Identifies professional development opportunities to continue personal development

KEY COMPETENCIES (continued)

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECT BOARD

E	Carries out directives of the Board as a whole as opposed to those of any one member or minority group
M	Sets meeting agendas that reflect the guidance of the Board and avoids unnecessary involvement in administrative actions
M	Disseminates complete and accurate information equally to all members in a timely manner
M	Facilitates decision making without usurping authority
E	Responds well to requests, advice, and constructive criticism

4. POLICY EXECUTION

M	Implements actions in accordance with the intent of the Board
M	Supports the actions of the Board after a decision has been reached, both inside and outside the organization
M	Understands, supports, and enforces the Town's By-Laws, policies, and regulations
M	Reviews policies and procedures periodically

5. REPORTING

M	Provides regular information and reports to the Board concerning matters of importance to the Town
M	Responds in a timely manner to requests from the Board for special reports
E	Takes the initiative to provide information, advice, and recommendations to the Board on matters that are non-routine and not administrative in nature
M	Produces reports that are accurate, comprehensive, concise and written to their intended audience
M	Produces and handles reports in a way to convey the message that affairs of the Town are open to public scrutiny

6. CITIZEN RELATIONS

M	Is responsive to requests from citizens
E	Demonstrates a dedication to service to the community and its citizens
M	Maintains a non-partisan approach
M	Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

KEY COMPETENCIES (continued)

6. CITIZEN RELATIONS (continued)

M

Monitors and makes appropriate efforts to maintain citizen satisfaction with Town services

7. STAFFING

M

Recruits and retains competent personnel for staff positions

M

Applies an appropriate level of supervision to improve any areas of substandard performance

E

Stays accurately informed and appropriately concerned about employee relations

M

Ensures professional management of the compensation and benefits plan

E

Promotes training and development opportunities at all levels of the organization

8. SUPERVISION

M

Encourages department managers to make decisions within their jurisdictions with minimal town manager involvement, yet maintains general control of operations by providing the right amount of communication to staff

E

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

E

Develops and maintains a friendly and informal relationship with staff and work force in general, yet maintains the professional dignity of the Town Manager's office

M

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

M

Encourages teamwork, innovation, and effective problem-solving among staff members

9. FISCAL MANAGEMENT

M

Prepares a preliminary balanced budget to provide services at a level deemed appropriate by the Board

E

Makes the best possible use of available funds, conscious of the need to operate the Town efficiently and effectively

M

Prepares a budget and budgetary recommendations in an intelligent and accessible format

M

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

KEY COMPETENCIES (continued)

9. FISCAL MANAGEMENT (continued)

M

Appropriately monitors and manages fiscal activities of the organization

10. COMMUNITY

E

Shares responsibility for addressing issues facing the Town

M

Avoids unnecessary controversy

E

Cooperates with neighboring communities and the country

M

Helps the Board address future needs and develop adequate plans to address long term trends

M

Cooperates with other regional, state, and federal government agencies

PROGRESS TOWARD PRIOR YEAR GOALS

See Self -evaluation memo dated August 5, 2021.

UNPLANNED ACTIONS/ACHIEVEMENTS

See self-evaluation memo dated August 5, 2021. There were many in the past year - the pandemic response, the needed response to the case involving Mr. Henry, the hiring of a number of key employees and retirements of long time employees, and the election of two new select board members who came to the board with limited municipal knowledge necessitating a broad and deep orientation program.

LEARNING AND DEVELOPMENT PLANS

Kate curates development plans - for her direct reports and for herself. Having dedicated her professional career to Needham for more than 30 years, she always finds new ways to challenge herself and to stay abreast of key municipal government developments.

Opportunities to better update the town's technology tools will be welcomed.

OVERALL EVALUATION NARRATIVE

We are grateful every day for the dedication, thought, and care that Kate brings to her work in the town of Needham. It has been a grueling year. And just when we thought things were improving - they aren't.

Thank you, Kate, for your strong leadership and results for Needham.

TOWN MANAGER PERFORMANCE EVALUATION FORM

ACKNOWLEDGEMENT OF RECEIPT

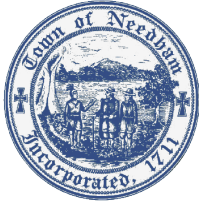
This is to acknowledge the fact that the performance review was conducted by the Board of Selectmen in accordance with the procedures and that the Town Manager has received the overview document.

SELECT BOARD

Date:_____

TOWN MANAGER

Date:_____



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

MEETING DATE: 9/14/2021

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

**Town of Needham
Select Board
Minutes for Tuesday, August 17, 2021
Needham Town Hall
Powers Hall
and
Via ZOOM
<https://us02web.zoom.us/j/89630461352>**

- 6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Matthew D. Borrelli. Those present were Marianne Cooley, Daniel P. Matthews, Marcus Nelson, and Town Manager Kate Fitzpatrick. Lakshmi Balachandra attended by Zoom. Dave Davison, ATM/Finance and Katie King, ATM/Operations also attended. Recording Secretary Mary Hunt recorded the meeting remotely.
- 6:01 p.m. Public Hearing: Eversource Grant of Location - 21 Rosemary Street
Joanne Callender, Eversource Energy Right of Way Agent requested permission to install approximately 30 feet of conduit in Rosemary Street. She said this work is necessary to provide underground electric service to 21 Rosemary Street, Needham.
- Ms. Fitzpatrick indicated all paperwork is in order.
- Mr. Borrelli invited public comment. No comments were heard.
- Mr. Borrelli asked for Board comment. No comments were made.
- Motion by Ms. Cooley that the Select Board vote to approve and sign a petition from Eversource Energy to install approximately 30 feet of conduit in Rosemary Street.**
Second: Mr. Nelson. Unanimously approved 5-0 by roll call vote.
- 6:02 p.m. Public Hearing: Eversource Grant of Location 100 Lawton Road
Joanne Callender, Eversource Energy Right of Way Agent requested permission to install approximately 9 feet of conduit in Lawton Road. She said this work is necessary to provide underground electric service to 100 Lawton Road, Needham.
- Ms. Fitzpatrick indicated all paperwork is in order.
- Mr. Borrelli invited public comment. No comments were heard.
- Mr. Borrelli asked for Board comment. No comments were made.
- Motion by Mr. Nelson that the Select Board vote to approve and sign a petition from Eversource Energy to install approximately 9 feet of conduit in Lawton Road.**
Second: Ms. Cooley. Unanimously approved 5-0 by roll call vote.

6:04 p.m. COVID Update:
Timothy McDonald, Director of Health & Human Services and Tiffany Zike, Assistant Director of Public Health updated the Board regarding the COVID-19 pandemic.

A PowerPoint presentation dated August 17, 2021 was viewed.

Mr. McDonald commented on the daily confirmed cases and surge in the Delta variant, noting the number of cases has increased significantly in June and July 2021. He said, however, it must be understood that the volume is comparatively low when looking at numbers from previous months (i.e., January 2021). He spoke about the COVID-19 Daily Incidence Rate, commenting that the number of cases in vaccinated communities is increasing “at a strong clip” across the country, however, hospitalizations are increasing more gradually, and deaths are barely trending.

Ms. Zike commented on COVID-19 Confirmed Cases by Age, noting the current concern is the 5–18-year-old age group, particularly as school begins in the fall. She also commented on Cases in Children Under 12, who are unvaccinated due to eligibility. She said trends and hospitalizations are being monitored. Ms. Zike spoke about Breakthrough Cases, noting the total vaccinated with breakthrough disease is 0.22% Mr. McDonald said based on the numbers, the vaccines are “working quite well.”

Discussion ensued on Vaccine Uptake Among Youth, State-level Trends in Cases & Hospitalizations, Massachusetts Hospitalizations, County-level Trends in Cases & Deaths.

Mr. McDonald commented on Current CDC Recommendations regarding the use of masks for both vaccinated and unvaccinated people. He noted the Needham Board of Health continues to monitor the situation and encourages the use of masks indoors. He noted the Superintendent of Schools will recommend to the School Committee that all students and staff, regardless of vaccination status, be required to wear masks indoors. However, he noted the situation will be monitored to determine whether conditions warrant continued mask wearing.

Discussion ensued of vaccinations for children, guidance on wearing a mask in schools, the number of breakthrough cases, the capacity for a rapid rollout of vaccinations should it be necessary, the use of a dashboard for monitoring any uptick or spread in schools, the ability to take advantage of state testing, and breakthrough cases based on vaccination type.

The Board thanked Mr. McDonald and Ms. Zike for the update.

6:55 p.m. Appointments and Consent Agenda:

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

APPOINTMENTS:

1. Committee Reappointments. See attached.
2. Election Workers for 2021-2022. See attached.

CONSENT AGENDA: *=Backup attached

- 1.* Approve Minutes of July 20, 2021 (Open Session & Executive Session); July 30, 2021 (Open Session); June 22, 2021 (Executive Session); July 14 (Open & Executive)
2. Approve the utilization of two parking spots at meters #417 and #418, near 890 Highland Avenue, for free, 10-minute parking until the conclusion of the Shared Streets parklet pilot.
- 3.* Grant permission for the Newton Needham Regional Chamber to use the Town Common and surrounding area for the Fall Harvest Fair on Sunday, October 3. Permission includes: Town Common for local businesses' booths; Businesses to have items for sale on the sidewalk in front of their own stores; parking lot behind Town Hall and for the one handicapped accessible portable toilet and one hand washing station (to be delivered and picked up on the same day);); close Chapel Street from corner of Great Plain Avenue to the Chapel Street parking lot for food court, fire truck, touch the trucks, and Michelson's Shoe table; use of the Town's generator on Chapel Street to power the food court and other activities as needed; use of the outlets on the town common to provide requested electricity for popcorn and other activities as needed; trolley ride that will start at Highland Avenue by the Town Common and loop back around the town via Great Plain Avenue, Webster Street, May Street, and back to the Town Common; delivery and pickup of a dumpster in the parking lot behind town hall; delivery and pick up of trash cans to be placed around the event area including specifically at the food court and near the portable toilets; and any changes as recommended by the Needham Police Department. Also grant permission for meter free parking in the downtown area for both days.
- 4.* Approve Weekday entertainment license for Needham Golf Course Saturday, August 28th
- 5.* Approve a Weekday and Sunday entertainment license for Hungry Coyote.
- 6.* Accept a donation of a 6x10 nylon flag to fly at Avery Square from Ted Shaughnessy, a Needham resident.
- 7.* **RATIFY** a request from Allan Wyden Race Coordinator for the Pan Massachusetts Challenge, PMC Road Race. The event passed through Needham on Saturday, August 7 and Sunday, August 8, 2021. The route was approved by the following departments: DPW, Police, Fire, Park and Recreation.
- 8.* Approve a request from Marcia Robinson Race Coordinator for The Ride for Food Bike Ride. The event begins and ends in Dedham and passes through Needham. The event is scheduled for October 3, 2021. The route of the race

has been approved by the following departments: DPW, Police, Fire and Park and Recreation.

- 9.* Approve a 20B Exemption for Eric Weloth who is an employee of the Needham Public Schools to engage in work with the Park & Rec Dept as a Playground Maintenance/Park Ranger.
10. Accept the following donation made to Needham Youth & Family Services for the Crisis Support Donation Fund by Emily Gaberman; \$100.
11. Accept the following donation made to the Needham Health Division's Gift of Warmth from the Christ Episcopal Church; \$300.
- 12.* Approve and sign Water & Sewer Abatement #1308
- 13.* Approve and sign the integrated collective bargaining agreement between the Town and the Independent Town Workers Association for the period FY2022 – FY2024, as authorized by the May 1, 2021 Special Town Meeting.
14. Grant permission for the following residents to hold block parties:

Name	Address	Party	Party	Party	Party
Christine Holland	104 Newell Ave.	Corner of Newell, 9/11 Prospect, Lewis, & Meadowbrook	9/12	5pm-8pm	
Courtney Rowe	9 Lakin Street	40 Ardmore Road 9/11	9/12	4pm-7pm	
Eric Kaplan	33 Elmwood Rd	Elmwood Rd 9/11 Bet. Fuller & Lancaster	9/12	4pm-10pm	
Katherine Calzada	9 Morton St.	Morton St. 9/1 between Webster & Highland	9/12	1pm-4pm	
Kim Karelis	7 Rolling Lane	Rolling Lane 9/11	N/A	6pm-9:30pm	
Kate Deeley	61 Kenney St	Corner of Lois & Barbara Rd 9/18	9/19	3pm-9pm	
Paul Kaboub	57 Parkinson St	Otis St. between Manning & Webster 9/18	9/25	4pm-7pm	
Valerie Maio	15 Park Ave.	Park Ave. bet. Webster and Greendale 9/25	N/A	2pm-10pm	
Maureen Callahan	67 Bradford St.	Cleveland Road 9/26	N/A	4:30-6:30pm	
Julie O'Connor	89 Stockdale Rd	42 to 89 Stockdale Road 10/2	10/3	12pm-5pm	

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

6:55 p.m.

Facility Finance Update:

Mr. Borrelli gave a brief background, explaining he and Ms. Cooley are members of the Facility Master Plan working group, along with members of other boards and committees, town staff, PPBC, CPC, as well as Mr. Davison ATM/Finance. He said the group is trying to get direction on the Pollard and Mitchell School projects and the School Administration Building and has requested different financing scenarios. He invited Mr. Davison to update the Select Board.

Mr. Davison referred to a memo to the Town Manager and various town boards dated July 21, 2021. He said the purpose of the memo and analysis is to address how proposed and requested capital, proposed to be financed by debt, would impact debt policies and taxpayers for the projects contemplated to be presented as a debt

exclusion, and, if approved, would increase individual tax bills. Mr. Davison referred to the two policies adopted by the Select Board known as the 3% and the 10% goal. Mr. Davison explained each policy as it relates to projects already approved, noting 10 identified projects in the Town's five-year Capital Plan (FY2022-2026), plus the Mitchell Elementary School and Pollard Middle School. Discussion ensued on two specific financing options and how each would impact the ratios and the individual tax bill. He commented, depending on each scenario, the total project cost ranges between \$263 million-\$291 million, reiterating state aid from the MSBA has not yet been factored into the total. He commented on interest rate assumptions, noting several scenarios with different rate assumptions. He asked the Select Board for questions.

Mr. Nelson commented on reaching the 10% cap. He asked about the process for determining how much falls back from businesses to residents if the cap is reached?

Discussion ensued on pushing up against the 10% cap, shifting the total tax levy, and the proportionate impact to all taxpayers.

Ms. Cooley pointed out the cost of the school projects, if incurred at the same time, would essentially double the debt burden of the Town compared to the current debt burden. She pointed out the 10% goal is an attempt to try and maintain a level that is "affordable," noting the term is relative.

Mr. Borrelli commented MSBA funding will be imperative in how the Town moves forward. He said both the Mitchell Elementary and Pollard Middle School projects will require overrides due to their size.

Ms. Balachandra commented each scenario assumes the Emery Grover project will be included, suggesting placing the Mitchell or Pollard project ahead of the Emery Grover financing. She commented on low interest rates, planned immediate remediation for the schools, and changing demographics. She asked for scenarios without putting Emery Grover ahead of the school projects.

Mr. Davison said scenarios can be redone and/or updated should the timeline change.

Mr. Borrelli commented that the priority of each building is set by the School Committee, noting the Select Board can decide whether it wants to support or not support an article as it moves to Town Meeting.

Mr. Nelson suggested hearing about the process and timeline from Dr. Gutekanst, School Superintendent. Mr. Borrelli concurred.

Mr. Matthews commented on capital planning and maintaining a set course of action, noting a change in direction also has a cost. He said the Emery Grover Building (School Administration Building), while it may seem a top priority to

some people, has not been a top priority and has been deferred for decades as conditions in the 120-year-old structure continue to deteriorate. Discussion ensued on a community summit held approximately six years ago and the Select Board's work with many volunteer boards and committees, staff, and consultants to set the course of action. He said at that time, the community settled on eight buildings to work on, noting five projects are complete, two are in process, and the Emery Grover project remains (due in part, because it has been deferred and is a historic building). Mr. Matthews reiterated the timeline of the many projects over the years, the enormous amount of planning, and how everything fits into the Town's capital plan. He said Town Meeting is ultimately the deciding authority on whether or not to move forward on capital projects. He read comments made by Dr. Gutekanst about the compelling need and rationale for renovating the Emery Grover Building, which he said has been deferred for 40 years. Mr. Matthews concurred with Dr. Gutekanst, saying he believes it is also the view of the dozens of volunteers and staff who have worked on the issue for years. He said the School Superintendent can speak to the facts on how it affects the staff, parents, and children who need administrative services and the associated costs.

Mr. Borrelli suggested folks review the FAQ on the Town website.

Ms. Balachandra recognized Mr. Matthews points and Dr. Gutekanst description of need, however she said the schools have had serious problems. She said there is no dire reason, in her/others opinion, that the School Administration Building needs to be revisited particularly since it will be at an increased cost. She said school administrators do not need "that level" of building or occupancy, but the school kids do. She said the Mitchell and Pollard Schools should be moved ahead of the Emery Grover renovation. She noted the new government and representation of different voices, as well as the changing demographics.

Mr. Borrelli said the time is now to get the project done. He thanked Mr. Davison for the update.

7:33 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager spoke with the Board regarding 4 items:

1. Special Municipal Employee Designation

Ms. Fitzpatrick referred to the Select Board meeting of July 20, 2021 and updating of the list of Special Municipal Employees. She asked the Select Board to vote to approve suggested additions to the list and several suggested positions for which the status may now be rescinded.

Motion by Mr. Matthews that the Select Board vote to designate the position of Trustee of the Affordable Housing Trust as a special municipal employee pursuant to General Laws Chapter 268A.

Second: Ms. Cooley. Approved 4-1 by roll call vote. Ms. Balachandra voted no.

Discussion ensued on designation of a special municipal employee and regular municipal employee.

Ms. Balachandra said, in general, there is a conflict of interest in each designation. She said her concern is that the chair of the Select Board is leading the discussion, because there is currently a state ethics probe/violation for the Select Board chair and a colleague. She suggested a motion to not have any special municipal designations.

Mr. Borrelli said Ms. Balachandra's comments "could not be the furthest from the truth" and it is not appropriate to discuss this issue at the current time. He reiterated the reason for voting each motion individually. Mr. Borrelli asked Ms. Balachandra if she would like to make a motion.

Motion by Ms. Balachandra that the Select Board vote to not have any special municipal employee designation for those who serve on boards and committees.

Second: Mr. Nelson.

Mr. Nelson suggested a Code of Conduct be enacted in order to continue having special municipal designations.

Mr. Borrelli said a goal of the Select Board is to have a Code of Conduct manual, agreeing with Mr. Nelson that the time is now, especially as there is member turnover. He said the current list of designees would be under the impression the designation would continue, noting to remove a designation without a public hearing and further discussion would be completely unfair.

Ms. Cooley noted Ms. Balachandra's motion is challenging in many ways. She said all municipal employees are required to comply with the state ethics law. She said there is value in having the designation, but more clarity on a Code of Conduct is necessary. She said the reason for the designation is so people can do the work to assist the town on boards and committees and to live their life in Town.

Discussion continued on the role of special and regular municipal employees, their volunteer service in town, and conflict of interest laws.

Mr. Matthews commented eliminating the entire list will affect the lives of hundreds of people who work in Needham. He said a posted public hearing should be held to inform the public of what has been proposed and so everyone can be heard and make an informed community decision. He said he will vote no on Ms. Balachandra's motion.

Ms. Balachandra said she is very familiar with conflict-of-interest laws, noting many emails have been received and is one of the reasons to think about eliminating

the special designation because of ethics concerns before the Select Board. She said it is affecting the lives of many citizen's, but you can do business with the Town, but you don't have to serve on the Board at the same time. She said there must be a clear delineation between business and service. Ms. Balachandra said the integrity of the conversation with a biased perspective leading the discussion and vote is not appropriate and a slippery slope. She concluded saying there is no need to serve on a board if you would like to do business with the Town.

Mr. Borrelli cautioned Ms. Balachandra on the difference between a violation and an accusation, and anyone can discuss any question of ethics with Town Counsel.

Mr. Borrelli called for the vote.

Motion failed 1-4 by roll call vote. Mr. Nelson, Ms. Cooley, Mr. Matthews, and Mr. Borrelli voted no.

Mr. Borrelli suggested voting the suggested motions in bulk excluding #7, which he said he would recuse himself.

Motion by Ms. Cooley that the Select Board vote to approve Motions 2-6 as follows:

- 2. That the Board vote to designate the position of member of the Council of Economic Advisors as special municipal employee pursuant to General Laws Chapter 268A.**
- 3. That the Board vote to designate the position of member of the Needham Council for Arts & Culture as special municipal employee pursuant to General Laws Chapter 268A.**
- 4. That the Board vote to designate the position of member of the Needham Unite Against Racism Working Group as special municipal employee pursuant to General Laws Chapter 268A.**
- 5. That the Board vote to designate the position of member of the Rail Trail Advisory Committee as special municipal employee pursuant to General Laws Chapter 268A.**
- 6. That the Board vote to rescind special municipal employee designation for the following municipal employees, and for all those holding positions on the following Town entities:**
 - Accessory Study Committee**
 - Auxiliary Police Officer**
 - Cable Television Advisory Board**
 - Economic Development Advisory Committee**
 - Emergency Management Volunteer**
 - Facility Working Group**
 - Field Study Committee**
 - Fire Staffing Study Committee**
 - Insurance Advisory Committee**

- **Joint Regional Transportation Committee Representative**
- **Korean War semicentennial Memorial Committee**
- **Local Building Code Appeals Board**
- **Local Emergency Planning Committee—Executive Committee**
- **MWRA Advisory Board Alternate Member**
- **New England Business Center Advisory Council**
- **Norfolk County Advisory Board Alternative Representative**
- **Open Space Recreation Plan Advisory Committee**
- **Permitting By-laws, Regulations and Policies Committee**
- **Planned Production Task Force**
- **Property Tax Relief Study Committee**
- **Special Police Officer**
- **Stephen Palmer Future Planning Committee**
- **Stephen Palmer Rent Review/Tenant Committee**
- **Substitute Building Inspector**
- **Substitute Plumbing Inspector**
- **Substitute Wiring Inspector**
- **Town Hall Display Committee**
- **Trustee School Trust Fund**
- **Youth Center Committee**

Second: Mr. Matthews. Approved 4-1 by roll call vote. Ms. Balachandra voted no.

Mr. Matthews clarified the motions are in the Agenda Packet and posted on the Town's website.

Mr. Nelson clarified his position acknowledging points made by Ms. Balachandra. However, he said he is taking into consideration the many people currently serving on committees and concurred with Mr. Matthews about holding a public hearing. He recognized the Code of Conduct will be discussed and understands all points, but to completely eliminate the designations without hearing from the public "is a tough pill to swallow."

Motion by Mr. Matthews that the Select Board vote to place a list of special municipal employees, updated in accordance with its prior votes taken during this meeting, on file with the Town Clerk and to deliver a copy to the State Ethics Commission.

Second: Ms. Cooley. Approved 3-1-1 by roll call vote. Ms. Balachandra voted no. Mr. Borrelli abstained.

Ms. Cooley said the Select Board should be more conscious in the future of the keeping the list up to date as new committees are created.

2. Open Special Town Meeting Warrant

Ms. Fitzpatrick reviewed articles contained in the draft Special Town Meeting warrant scheduled for October 21, 2021 and asked the Board to open the warrant. She noted the warrant is scheduled to be closed on September 14, 2021.

Motion by Mr. Nelson that the Select Board vote to open the warrant for the October 25, 2021 Special Town Meeting.

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

Discussion ensued about plans for the Special Town Meeting to be held in Powers Hall and should circumstances change requiring the meeting to be held outdoors.

3. American Rescue Act Funding Immediate Recommendation

Ms. Fitzpatrick recommended to the Board allocation of American Rescue Plan Act (ARPA) funds to support the Town's ongoing public health response to the COVID-19 pandemic, including the annual salary costs for:

- 1 FT Public Health Nurse: \$80,000
- 1 FT Epidemiologist: \$70,000
- 2 PT Contact Tracers: \$60,000
- Total = \$210,000

She said this recommendation is for an immediate need – additional conversations will be held with stakeholders, boards and committees about future recommended uses.

Ms. Balachandra suggested increasing the allocation, particularly regarding funds for testing.

Ms. Cooley said she is hoping once this allocation is made the Town will look at all the various possibilities and make some “big picture” decisions about where money needs to be allocated as the highest priorities. She noted the request for contact tracers is huge.

Mr. Nelson concurred with Ms. Cooley regarding the “big picture.”

Ms. Balachandra concurred with Ms. Cooley, reiterating her comment on the need for more testing funds.

Motion by Mr. Matthews that the Select Board vote to authorize \$210,000 in ARPA funds to support a full-time public health nurse, a full-time epidemiologist, and two part-time contact tracers for 12 months, to address the Town's ongoing response to the COVID-19 pandemic.

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

4. Town Manager Report

Ms. Fitzpatrick reported a communications forum with Cindy Roy Gonzalez will be held tomorrow, August 18, 2021 at 6 p.m. on Zoom. She invited the public to attend.

Ms. Fitzpatrick reported on the new POLCO system for engaging the community in feedback. She said the system will supplement the Town's Citizen's Satisfaction Survey with real time data.

Ms. Fitzpatrick reported several Needham restaurants received funds from the federal Restaurant Revitalization Fund Grant program, including Subway, Spiga, Panella's Market, Latina, Fuji, Capella's, and Baker's Best.

She reported the Health and Human Services department has been working on a new grant for a substance abuse program. She said \$125,000 for 2 years was granted, which she said is quite large.

Ms. Fitzpatrick reported on the status of the police response to community feedback. She said Chief Schlittler will speak with the Select Board in October. She commented on community conversations on race relations, which will have a policing component. She said Chief Schlitter met with leaders in the black community to gain insight and learn how the police department can work with them and other groups. Ms. Fitzpatrick said the Citizen's Academy will be held in October, noting the application process to take part in the Academy will be available soon. She noted the recommendation for additional focus and training on inquiries, an updated Use of Force policy to include information in the police reform bill, ahead of the POST Commission report. Ms. Fitzpatrick commented on the Town's new version of the dashboard, the embedded clinical social worker who has provided services to 83 individuals since December 2020, the updated policy for following up on investigations, the policy for courtesy to the public and the request for officer identification on the Town's website, mental health, and internal affairs oversight. She concluded saying the Town is seeking an Administrative Analyst to assist in gathering and reporting data on a timely basis.

8:26 p.m. Board Discussion:

1. Board Goal Setting

Mr. Borrelli stated tonight is a continuation of the Board's special meeting held on July 31, 2021, referring to "Select Board Goal Setting FY2022-2023, Items for Consideration" dated August 17, 2021. He highlighted some of the goals discussed during the July 31, 2021 meeting.

Mr. Matthews reiterated the process includes collecting ideas as well as narrowing the list to what can get done in the coming year. Mr. Borrelli concurred, saying items for consideration should meet a threshold before adding an item to a list, and that Town staff is almost at capacity.

Discussion ensued on goals under consideration, including Extension of Community Farm Lease, Explore Access to Bathrooms at Playgrounds and Fields, Explore Zoning to Allow Brewery/Brew Pub Uses, Explore Creation of a Skate Park, Consider a Memorial Acknowledging the History of Slavery in Needham, Consider Tree Preservation Strategies, Evaluate the Role of the HRC, Seek Funding to Upgrade Tennis Courts, Discuss Goal Setting Process for Future Years, Settle Contracts With Employee Unions, Work to Reach Agreement on Alternatives to the Civil Service System, Evaluate the Results of the LWV Study on Town Government, Building Community Use Space - Perhaps at Ridge Hill - or Alternative Area That Could Include Function/Auditorium Venue, and Oversight of police department - fundamental need given the lawsuit - engage a consultant to review our policing policies and help rewrite operations guidelines, including de-escalation matters and complaint/IA processes, required bias reviews etc.; Create a Citizens' Advisory committee – this could start with the Human Rights Committee - and empower the Committee to make policy changes in this area. (We may also want to publicly state that the Select Board is undertaking a disciplinary review of public safety and possible actions include suspension or dismissal. Include a disciplinary review starting immediately and take disciplinary actions this year - especially regarding hiring and management of relatives).

Ms. Balachandra suggested engaging a consultant to help think through other actions the Town could take on police department oversight.

Discussion ensued on the pending lawsuit the Town is facing.

Mr. Matthews acknowledged careful crafting of the Oversight of Police Department goal, which tries to deal with concerns related to the Marvin Henry case. He noted the Select Board is limited in what it can say regarding the case and also that the Town has taken the matter seriously and tried to move in a responsible way to improve public safety and make Needham a more welcoming community for everyone. He noted Chief Schlittler spoke with the Select Board on June 8, 2021 presenting a comprehensive list of items already done or things that he intends to seek to implement. He said it is the intent of the Select Board to monitor progress in the coming year, noting the work will be substantial. Mr. Matthews said he will not seek to incorporate any material of item #14 as listed in the Select Board Goal Setting FY2022-2023, Items for Consideration dated August 17, 2021.

Mr. Borrelli commented on making wholesale changes when the Select Board is the elected official body of the Town and that “the buck stops here,” rather than having an appointed board or committee. He said the Select Board answers to the voting public and any oversight should be with the Select Board. He commented he is not interested in making the changes listed in item #14 in the Select Board Goal Setting FY2022-2023, Items for Consideration dated August 17, 2021.

Ms. Balachandra noted Mr. Matthews comments, saying item #14 is not in response to anything the Town has done or the pending lawsuit. She said item #14 is a list

of concerns from citizens. She said there is a need to think about what else can be done and that Needham can be a leader when it comes to how to think about policing. Ms. Balachandra restated item #14 has nothing to do with what the Town has done with the Marvin Henry lawsuit, which is completely independent. She said item #14 would be a good step for the community. She acknowledged the wonderful police force and community, but it can be better.

Mr. Nelson commented on why NUARI was formed, saying he believes that reviewing policies and rewriting guidelines is something bestowed upon the Select Board because of what it wanted from NUARI, which included setting a standard, and not waiting for it to be set. He acknowledged “the buck stops” with the Select Board, but having an extra set of eyes should be a priority. He noted that if it is not a priority, then “what is the point?”

Ms. Cooley said it is on the goals list because the Board recognizes it is a priority. She said many of the ideas contained in item #14 are already embedded in the work of Chief Schlittler. She noted the suggestion to create a Citizens’ Advisory Committee, saying the Select Board is in place to be the committee for reviewing matters until a proposal comes forward from the POST Commission. She said once that happens the Select Board can then evaluate the next steps. She said she feels there is work in process and item #14 is premature. Ms. Cooley said the question is to find out what will happen on the state level first, and then ask whether those changes meet Needham standards. She said it is important for the Select Board to retain responsibility.

Discussion ensued on Select Board oversight and hearing from the police chief.

Ms. Balachandra said the idea she is proposing is to help the police department to understand what changes should be made. She said engaging a consultant to understand, while recognizing there have been some failures, should be a priority now.

Mr. Matthews clarified he is not suggesting an end result has been reached in changes to law enforcement in Needham. He commented on the nationally recognized expert brought in to help the Town understand facts of the case now in litigation, formation of the NUARI committee, and the charge to the police chief in developing recommendations to implement change and address shortcomings. He acknowledged the work of many people, noting many changes that have been implemented or will be implemented by the police chief are contained in item #14. He suggested waiting to see how it goes and to see what other issues may be identified in the coming year, recognizing there will be other changes.

Ms. Balachandra concurred with the comments made by Mr. Matthews, but said more can be done and that time is of the essence. She said she was elected with reform as a top issue, and if she fails then she feels she is not doing the job she was elected to do.

Mr. Borrelli said item #14 is too broad and contains things he does not agree with, and there are already things in place that are narrowly tailored for the police department. He said he will not support the goal, suggesting a motion be made to support or not support the goal.

Ms. Cooley pointed out hiring a consultant is a monetary item and would require a vote by Town Meeting.

Mr. Nelson acknowledged points made by Ms. Balachandra and Ms. Cooley, saying he would be in support of the process of bringing the idea of hiring a consultant to Town Meeting.

Motion by Ms. Balachandra that the Select Board vote to engage a consultant to review our policing policies and help rewrite operations guidelines, including de-escalation matters and complaint/IA processes, required bias reviews etc.

Second: Mr. Nelson. Motion failed 2-3 by roll call vote. Mr. Matthews, Ms. Cooley, and Mr. Borrelli voted no.

Discussion ensued about the police department, the pending lawsuit, systemic problems affecting the community, and how to work constructively with other people in good faith.

Ms. Cooley asked the Town Manager whether she believes a consultant would be useful to the police chief now, with respect to police policies and guidelines?

Ms. Fitzpatrick said she believes it premature, noting 34 recommendations provided by NUARI, the Tidwell Report, and Equal Justice Needham. She said items are being worked on, and the new police reform law will impact operations of the police department. She said it does not make sense to review operations until the new police reform law (POST Commission) is available. She concluded now is not the time, but perhaps in the future there may be something specific that would be useful which the Town should seek advice.

Ms. Cooley concluded the topic will come back to the Select Board, police data will continue to be considered, community conversation will continue, NUARI will continue its discussions, reiterating there is no lack of concern about what has occurred and the need to make changes. She said she expects the Board will all be paying attention to what is happening in order to make active steps for improvement.

Discussion continued on goals #15-#17 (Town wide sidewalk improvement, snow removal, and safety considerations, Creating Term Limits for Select Board, School Committee, and Planning Board, and School bus funding) of Select Board Goal

Setting FY2022 – 2023 Items for Consideration August 17, 2021, as well as the possibility of town-wide curbside trash pickup.

Motion by Mr. Matthews that the Select Board vote to adopt the Select Board goals for FY2022 – 2023 consisting of the draft goals list from the July 31, 2021 Select Board meeting, plus the draft goals list from the August 17, 2021 meeting with the adjustment made by roll call vote during the course of the August 17, 2021 Select Board meeting, subject to review and technical correction.

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

2. Committee Reports

Ms. Cooley reported the Community Conversations Working Group, a sub-group of NUARI, met to discuss goals for community conversations about race. She said the committee will complete a survey to determine priorities for future conversations. Mr. Nelson said the survey will also help with determining timing of a conversation around policing.

Mr. Borrelli commented that a letter to the Select Board concerning himself was received. He stated although he could stay for discussion, he felt it best that there not be any appearance of undue influence on the conversation. Mr. Borrelli recused himself, turned the gavel over to Ms. Cooley, and exited Powers Hall.

Ms. Cooley noted a building project on Central Avenue involving Chair Borelli and Chair Gluesing of the Design Review Board, and allegations made by a citizen about the ethical conduct of both members. She clarified the role of the Select Board as it relates to discussions. Ms. Cooley referred to discussion earlier in the evening, reiterating Select Board members are not special municipal employees, but rather are regular municipal employees for the purposes of those discussions. She noted all municipal employees, both regular and special, are required to comply with the state ethics law and it is a personal and expected obligation for each individual employee. Ms. Cooley commented it is generally not the role of the Select Board to oversee or adjudicate the compliance of its own members for the state ethics law, nor is it the role of the Select Board to directly oversee the compliance of those it reports to other Town boards. She reiterated it is up to each individual, and each individual is expected to do that. Ms. Cooley stated the Select Board does not have the power to order a member to withdraw an application that has been submitted to the Planning Board, nor does it have the power to instruct a member of the Design Review Board to cease representing a private client. Ms. Cooley said the state ethics commission investigates complaints against municipal employees, noting a citizen of Needham has made a complaint against municipal employees in this case. She reiterated the Select Board has been informed a complaint has been made to the ethics commission about the matter, the investigation will run its course, and will bring clarity to the extent that there is a resolution from the state. She said it is important for people to know that to whatever extent the ethics commission finds that a violation of the law has

occurred, and the violation has substantially influenced the action taken by a Town board, such as the issuance of a permit, the Town board may ask the ethics commission to rescind its prior action. Ms. Cooley said it is also important for people to know there have been questions about removal of people from Boards, noting the Select Board does not have the right to remove people from Boards, but has the ability to appoint people to boards. She noted a provision in the Town Charter or By-law that does permit the removal of a person from a board if they have not been doing their duties and not attending the meeting. She said a request for removal would need to come from that board to the Select Board. She noted the citizen who has made a complaint to the state ethics committee is clear that they are not seeking the removal of these members from their boards, just seeking the withdrawal of the petition in this particular project. Ms. Cooley stated the citizen has said to her, on more than one occasion, that they recognize the members serving on both boards have served the Town well and in many ways, and are not looking to change or interrupt their service to Needham. She reiterated they understand the value to Needham of having their service. Ms. Cooley said it has been a challenging time for everyone, and not a discussion the Select Board has had, nor will it be discussed this evening. Ms. Cooley said she felt it important for people to know, in fact, the Select Board, because of the nature of our town government, while it is the executive board of the town, is not the boss of a lot of things. She concluded saying the Select Board does not have the power, knowledge, or skills for adjudicating some of these matters, which is why the State Ethics Commission exists and what its role is in this particular matter. She said she looks forward to the State Ethics Commission performing its role. Ms. Cooley reminded the Select Board and other town boards that if you have a question about your role, from an ethics perspective, anyone can contact the ethics commission for guidance on your particular role. She said she believes those people involved have also consulted with the ethics commission and everything will be available at some point in the future.

10:28 p.m.

Adjourn:

Motion by Mr. Nelson that the Select Board vote to adjourn the Select Board meeting of Tuesday, August 17, 2021.

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

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

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

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



Town of Needham, Massachusetts
Road Event Form

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD
2021 MAR 17 A 9:50

check 0091380433 \$25-

INTERNAL USE ONLY

☐ DPW ☐ Police
☐ Fire ☐ OTM
☐ Park & Rec
☐ PFD ☐ Paid

TYPE OF EVENT: (check all that apply)

☒ RUN ☐ WALK ☐ BICYCLE ☐ MOTORCYCLE

Name of Event:

BIGGSteps Toward Cancer Prevention 5K

Name of Organization:

Sean D. Biggs Memorial Foundation

Event Date(s) and Rain Date if requesting:

November 14, 2021

November 21, 2021 as a cancellation date

Earliest Time Expected in Needham:

6:00 a.m. Setup

Latest Time Expected in Needham:

12:30 p.m. Breakdown

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

If yes, name of Town and date:

Overland Park, Kansas; August 2013 through 2019

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

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

Organization Mailing Address:

99 Pond Ave, #523, Brookline, MA 02445

☒ **Organization is Not-for-Profit**

Organization Billing Address (if Police Detail is required):

99 Pond Ave, #523, Brookline, MA 02445

Primary Contact:

Christopher George

Contact Title:

Race Director

Contact Address:

394 Cherry Street, Newton, MA 02465

Contact Phone (Day):

339-227-0083

Contact Phone (Cell):

339-227-0083

Contact Email: george.christopher.d@gmail.com

300

Time: 50

☒ **YES** ☐ **NO**

50-60

Broadmeadow School Lot and Side Streets

Participants typically arrive at 8:30 a.m. After the school lot fills volunteers with flags direct participants to park on side streets (Tudor Road, Thornton Road, and Rockwood Lane, Richard Road).

☒ **YES** ☐ **NO**

Cancellation / Rain Date would be November 21 if permitted. We would only cancel if there is thunder and lightning or if ordered to by the town for safety reasons.

Minimally - the busiest times are between 10:10 a.m. and 10:35 a.m. because of runners on the roads.

We give announcements about safety, traffic, and course information.

Bouncy House for Kids, Raffle in the Cafeteria, Awards Ceremony in the Cafeteria.

Broadmeadow School Cafeteria and Parking Lot

Same.

Once the event begins, how long will it take to complete the event? Approximately 3.5 Hours. Registration opens at 7:30 a.m. The First race, a one mile, is at 9:00 a.m.; the 5K is at 10:00 a.m.	
Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?	No - we provide our own signs.
Will volunteers be placed along the route?	Yes - at turns and mile markers
Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.	Yes - Keith Levine sets up in the parking lot at 8:00 a.m.
Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)	Yes - Bananas and Bagels in the Parking Lot.
Will portable toilets be used? List locations.	TBD - We have gotten by with the school bathroom and no one used portable toilets in the past.
Will hydration stops be set up along route? If yes, please include these on route plan.	Yes.
If the event takes place after dark, what is the plan to meet lighting needs?	N/A
What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?	We cone off a running lane on Great Plain Ave and Greendale Ave, we have course marshalls at all turns and mile markers, we hire police details, and we have a medical tent at the Start/Finish Line.
Does the event take place during commuter times?	No.
Is school in session during the event? Will school drop off or pick up be impacted by the event?	No.
Are businesses open during the time of the event?	None along the course.
Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)	No.
Are there any churches/houses of worship located along the event route? Will church/house of worship services take place during the event?	The Greendale Ave Worship Center is along the Course but the race does not impact its parking lot or entrance area.
What is the plan to handle trash?	We clean up after ourselves and also hire a school custodian.

Please return the completed application and attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

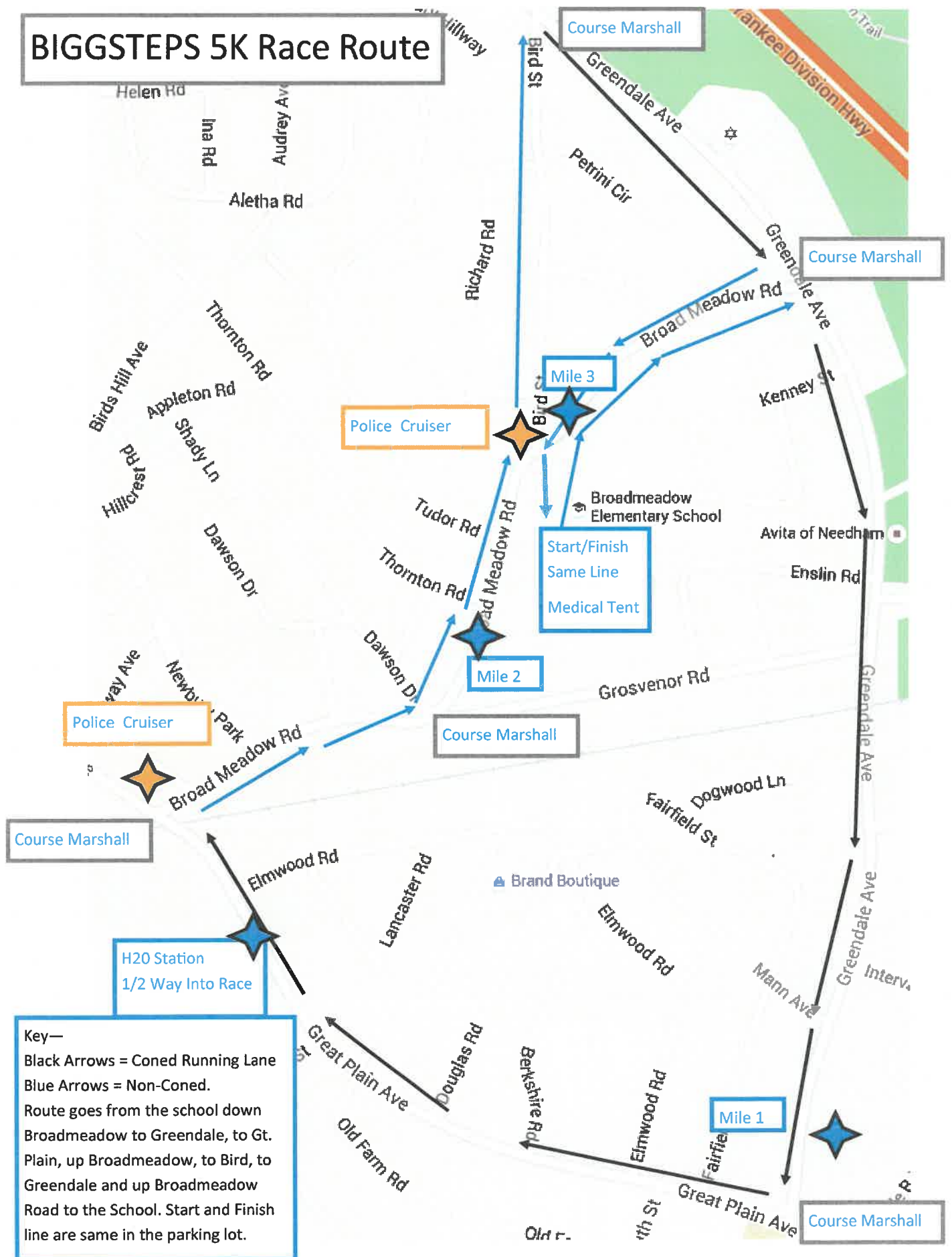
- ***event route map (include map and text of route, parking plan, volunteer placement)***
- ***application fee (\$25 events that start and end in Needham; \$50 event passes through Needham)***
- ***certificate of insurance***

PLEASE NOTE:

For Road Events scheduled more than 4 months out from application receipt date, a soft hold will be placed on the date, but final approval will not be granted until under the 4 month window. This is due to unforeseen conditions which may impact this event.

- 1) Route Map Attached.
- 2) Application Fee being sent via Bank of America Check
- 3) Certificate of Insurance will be provided prior to the event through USA Track & Field (typically supplied in early October when the USATF Policy renews).

BIGGSTEPS 5K Race Route





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

INTERNAL USE ONLY

☐ DPW ☐ Police
☐ Fire ☐ OTM
☐ Park & Rec
☐ PFD ☐ Paid

2021 AUG 19 2 2 17

TYPE OF EVENT: (check all that apply)

☐ RUN ☐ WALK ☒ BICYCLE ☐ MOTORCYCLE

Name of Event:

34th Annual Bike-A-Thon

Name of Organization:

Bikes Not Bombs, Inc.

Event Date(s) and Rain Date if requesting:

Sept. 12, 2021

Rain date is Sept. 26, 2021

Earliest Time Expected in Needham:

7:30 am

Latest Time Expected in Needham:

12:00 pm

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

If yes, name of Town and date:

Harvard, Wellesley
Needham, Wayland, Weston, Concord, Lincoln

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

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

Organization Mailing Address:

284 Amory Street
Jamaica Plain, MA 02130

☒ **Organization is Not-for-Profit**

Organization Billing Address (if Police Detail is required):

Same as Above

Primary Contact:

Angela Phinney

Contact Title:

Director of Development

Contact Address:

284 Amory Street
Jamaica Plain, MA 02130

Contact Phone (Day):

617-522-0222 ext. 108

Contact Phone (Cell):

617-519-6189

Contact Email:

angela @ bikesnotbombs.org

Number of Expected Participants:

250

Number of Expected Spectators at Peak Time:

0

Are participants charged a fee?



YES

☐ NO

Estimated Number of Vehicles:

0

What type of Parking is required:

None

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

Not Applicable

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



YES



NO

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



YES



NO

What will be done in case of inclement weather?

Rain date on Sept. 26, 2012. We will ride on 9/12 in light rain.

Will neighborhoods be impacted by parking and traffic?

No

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable.

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

Staggered riders (it is not a Race) will ride through Needham 4.5 hours

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

No.

Will volunteers be placed along the route?

No.

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

No

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

No

Will portable toilets be used? List locations.

No

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

No

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

No

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

We have a rest stop outside of Needham with a medic, who will travel to Needham if required.

Does the event take place during commuter times?

No.

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

No

Are businesses open during the time of the event?

Doubtful (Sunday morning)

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

No.

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

No.

What is the plan to handle trash?

Not Applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HCM Event Insurance Services Inc. Ed Moore 1407 Foothill Blvd #228 La Verne CA 91750	CONTACT NAME: Ed Moore PHONE (A/C, No, Ext): (866) 866-7090 E-MAIL: ed@hcmeventinsurance.com ADDRESS: FAX (A/C, No):														
INSURED Bikes Not Bombs Angela Phinney 284 Amory St. Jamaica Plain MA 02130	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds Syndicate 2623</td> <td>AA-1128623</td> </tr> <tr> <td>INSURER B: Lloyds Syndicate 623</td> <td>AA-1126623</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds Syndicate 2623	AA-1128623	INSURER B: Lloyds Syndicate 623	AA-1126623	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		SP-10006-A2623701	09/10/2021 12:01 AM	09/14/2021 12:01 AM	EACH OCCURRENCE
	☒ CLAIMS-MADE ☐ OCCUR						\$ 1,000,000
	☒ Host Liquor Liability						\$ 100,000
	☐ Retail Liquor Liability						\$ 5,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
☒ POLICY ☐ PROJECT ☐ LOC							\$ 1,000,000
	OTHER:						GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ Included
							Deductible
							\$ 1,000
A	AUTOMOBILE LIABILITY	Y		SP-10006-A2623701	09/10/2021	09/14/2021	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						\$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	☒ HIRED AUTOS ONLY						\$
							BODILY INJURY (Per person)
							\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE
	EXCESS LIAB ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						AGGREGATE
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
							E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$
	Participant Medical Payments			SP-10006-A2623701	09/10/2021	09/14/2021	Medical Payments 2
							\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.

Attendance: 100, Participants: 325, Event Type: Cycling (short term) - Amateur Only.

CERTIFICATE HOLDER Town of Needham 1471 Highland Ave Needham MA 02492	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ed Moore
---	--

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Policy Number: SP-10006-A2623701

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Needham 1471 Highland Ave Needham, MA 02492
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



BIKES NOT BOMBS

Using the bicycle as a vehicle for social change

284 AMORY STREET • JAMAICA PLAIN, MA 02130
BIKESNOTBOMBS.ORG • 617.522.0222

August 13, 2021

Nikki Witham
Office of the Town Manager
Needham Town Hall
1471 Highland Street
Needham, MA 02492

Dear Nikki:

Thank you for your assistance with the Town of Needham's Road Event application. The completed application for our 34th annual Bike-A-Thon on September 12, 2021 is enclosed. Also enclosed is a certificate of insurance for the Town of Needham and a \$50.00 check to the Town of Needham.

I apologize for this late application. I had thought someone else in our office had mailed this application to you weeks ago.

I want to mention up front that there are no points along our route where we plan to block, obstruct, or in any way interfere with vehicular or pedestrian traffic. This is not a race, and it is not a single mass of cyclists who stay together. Upon leaving the starting point in Jamaica Plain (at 7:30am, 9:30am and 10:30am), each cyclist rides at their own pace, and they will be spread out over multiple miles and integrated into the normal flow of traffic. We provide a route for cyclists to follow, and each cyclist is on the road as an individual, riding safely and single file on the road as would any other recreational cyclist. We instruct all riders to obey all traffic laws. These cyclists will also be experienced and comfortable with safely integrating themselves into the normal flow of traffic. We expect the impact on Sunday traffic to be negligible, and we are not requesting any assistance from town authorities on the day of the event.

There are no spectators, rest stops, volunteer stations, parking, etc. in Needham. It will only be cyclists on the road as a part of normal traffic.

Nikki Witham
Town of Needham
August 13, 2021
Page Two

This will be our 34th year of running this event smoothly and safely! Each of these heroic cyclists in the event raises money to support our non-profit bicycle programs. Our youth programs in Jamaica Plain help underserved Boston teens learn safe bicycling skills and mechanics skills, while earning their own bike. These bikes help them get to school or work and the skills lay a foundation for professional development that will help them get jobs.

The route through Needham is part of our 30, 50 and 100-mile Bike-A-Thon routes, and the riders for these routes are extremely experienced in riding with traffic.

100 MILE RIDE, 50 MILE RIDE, AND 30 MILE RIDE

- Enter Needham on Needham Street travelling west;
- Continue onto Great Plain Avenue;
- Right onto Greendale Avenue;
- Continue onto Hunting Road;
- Continue onto Gould Street;
- Left onto Central Avenue; and
- Right onto Cedar Street and exit Needham.

Maps of the above routes are found here:

100 Mile Route: <https://ridewithgps.com/routes/35459983>

50 Mile Route: <https://ridewithgps.com/routes/32044854>

30 Mile Route: <https://ridewithgps.com/routes/32026135>

Riders will start to trickle into Needham around 7:45am, and will be quite staggered. We expect our last riders will have exited Needham by 1:00pm.

Thank you for your continued support!

If there are any questions at all, please just be in touch with me.

Sincerely,

A handwritten signature in blue ink that reads "Angela Phinney". The signature is fluid and cursive, with the first name "Angela" and last name "Phinney" clearly distinguishable.

Angela Phinney
Director of Development
617-522-0222 ext. 108
617-519-6189 (cell)
angela@bikesnotbombs.org



Town of Needham, Massachusetts
Town Common
Event Form

INTERNAL USE ONLY

☐ DPW ☐ Police
☐ Fire ☐ OTM

Name of Event: Needham Open Studios Inside Out		Name of Organization: Needham Open Studios, Inc.	
Organization Mailing Address: 44 Briarwood Circle, Needham, MA 02494		Organization is ☒ Not-for-Profit	
Primary Contact: Naomi Wilsey		Contact Title: Secretary Board Member Needham Open Studios Artist	
Contact Address: 28 Maple Street, Needham, MA 02492			
Contact Phone (Day): 617-513-5499		Contact Phone (Cell): 617-513-5499	
Contact Email: n.wilsey@verizon.net			
Event Date(s) and Rain date: September 18, 2021 Rain date September 25, 2021		Event Time(s): 10 a.m. - 4 p.m.	
Number of Expected Participants: 10 exhibiting artists		Number of Expected Spectators at Peak Time: 20	
Are participants charged a fee? ☒ YES ☐ NO (NO charge for spectators)			
Are event organizers available to meet with members of the Town to plan event? Yes			
What will be done in case of inclement weather? Have the event on the rain date of 9/25/21			
Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked (include estimated number of vehicles): Parking spaces with meters, parking lot off Chapel Street. Length of time - 1 hr. average; 10 vehicles. (Participants will be asked to park to unload on the Walgreens side of Garrity Way and then park in the town parking lot off Chapel St.)			

What activities are planned for the event? Art exhibit by individual artists, Acoustic music, potentially gift certificate drawing. Artists may demonstrate their art techniques and/or offer free art projects for spectators.

Describe electrical needs for event, and list specific requests. None

Will you be using a sound system? (includes music) If yes, please describe where and when it will be used. No

Will there be any food served? (contact Needham Health Dept: 781-455-4500 x262) Potential for a restaurant to offer free samples. If so, Health Dept will be contacted.

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

N/A

Will portable toilets be used? List locations.

No

What is the plan to handle trash?

Participating artists will be asked to remove their own trash. Spectators will be encouraged to use trash bins on the common.

List additional information related to the success of your event.

We are hoping to offer an alternative to our annual indoors Needham Open Studios. Having displays of art + crafts on Garrity Way will provide a safer way for the public to see the art work.

Please return the completed application and any attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

- certificate of insurance

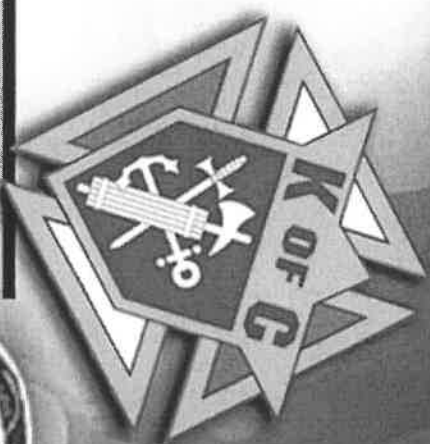
**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM SELECT BOARD
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

pd ✓
approved
\$25.00 ✓
9.2.21
CH #2489

Event Manager Name (Name that will appear on license)	Wm. Christopher Kent		
Event Manager Address	8 JAMES AVE, Needham, MA 02494		
Event Manager Phone Number	617-530-0004		
Organization Representing (if applicable)	Needham Knights or Columbus		
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	Music Bingo		
Date of Event	Sept 24, 2021		
License is for Sale of:			
☒ Wines & Malt Beverages Only ☐ All Alcoholic Beverages (for non-profit groups only)			
Requested Time for Liquor License	FROM:		TO:
		6:45	11:00 PM
Are tickets being sold in advance for this event?	☐ YES	\$	/per ticket ☒ NO
Is there an admission fee for this event?	☒ YES	\$	20.00 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?	50-75		
Name & address of event location. Please attach proof of permission to use this facility.			
Needham Knights or Columbus 611, Highland Ave, Needham, MASS			
Who will be serving the alcohol to your guests?			
certified bartender			
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).			
Jess Freeland, Mike Franni			
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.			
Purchase from the bar			
☐ 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:	
WCK		8/30/2021	

Hosted by Boston
Sports Radio
Personality, Mike
"Sarge" Riley

Music Bingo



FAMILY FUN AND PRIZES!





On Premise

CERTIFIED

Issued: 4/23/2019

Expires: 4/13/2022

ID#: 5070155

MICHAEL A FRAINI

83 Morton St

Needham, MA 02494-1203

For service visit us online at www.gettips.com
TIPS Trainer: Michael Marcantonio, 64



On Premise

CERTIFIED

Issued: 5/20/2021

Expires: 5/15/2024

ID#: 5474077

JESSICA FREELAND

83 Morton St

Needham, MA 02494-1203

For service visit us online at www.gettips.com

TIPS Trainer: Michael Marcantonio, 64

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM SELECT BOARD
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	Anne-Marie Bajwa
Event Manager Address	59 E. Militia Heights Drive
Event Manager Phone Number	(781) 972-1022
Organization Representing (if applicable)	Charles River Center
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	Charles River Center 5K Run/1 Mile
Date of Event	9/26/21
License is for Sale of: ☒ Wines & Malt Beverages Only ☐ All Alcoholic Beverages (for non-profit groups only)	
Requested Time for Liquor License	FROM: 12:00pm TO: 3:00 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?	600
Name & address of event location. Please attach proof of permission to use this facility. 59 E. Militia Heights Drive Needham, MA	
Who will be serving the alcohol to your guests? Certified bartenders from VFW Post 2498	
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). Travis Mas... Matt Ching - Copy included	
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. See attached information	
☒ 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: 8/31/2021

*A beautiful, USATF-certified
course through
Needham and Wellesley to
support a great cause!
To benefit the 950 children
and adults with
disabilities supported by
the Charles River Center*



IN PERSON EVENT

Sunday, September 26, 2021

11:00 am

@Charles River Center

59 East Militia Heights Drive Needham

VIRTUAL EVENT

September 19th - 26th, 2021

FUN

After-Party with

MUSIC FOOD FESTIVITIES!!

Register at:

www.CharlesRiverCenterRoadRace.com



Charles River Center

59 East Militia Heights Drive
Needham, MA 02492
Ph: 781-972-1000
Fx: 781-444-5146

4 Strathmore Road
Natick, MA 01760
Ph: 508-651-5900
Fx: 508-655-5913

www.charlesrivercenter.org

BOARD OF DIRECTORS:

Alice Taylor
Chair

Richard Zimbone
Vice Chair

Gilbert Cox, Jr.
Treasurer

Cynthia Chaston
Clerk

Anne-Marie Bajwa
Raymond Brassard
Joseph Breitfelder
William Day
Clare Dunsford
Jill Fadule
Nicole Gowe
Richard Lawless
Leslie Lockhart
Gerald McTernan
Richard Neckes
Philip V. Robey
John Timmerman
Walter Tobin



An affiliated
chapter of



August 26, 2021

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

Dear Board of Select,

I give permission for the use of the Charles River Center's Paul Merritt Center and adjoining parking lot to be utilized at the Charles River Center 5k Run/1-Mile Walk on Sunday, September 26, 2021.

Best regards,

Anne-Marie Bajwa
President/CEO



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077556534
Aug. 06, 2015 LTR 4168C 0
04-2393108 000000 00
00034516
BODC: TE

**CHARLES RIVER ASSOCIATION FOR
RETARDED CITIZENS INC
59 E MILITIA HEIGHTS DR
NEEDHAM MA 02492-1341**

**Employer Identification Number: 04-2393108
Person to Contact: S LENARD
Toll Free Telephone Number: 1-877-829-5500**

Dear Taxpayer:

This is in response to your July 06, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1958.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077556534
Aug. 06, 2015 LTR 4168C 0
04-2393108 000000 00
00034517

CHARLES RIVER ASSOCIATION FOR
RETARDED CITIZENS INC
59 E MILITIA HEIGHTS DR
NEEDHAM MA 02492-1341

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



Jeffrey I. Cooper
Director, EO Rulings & Agreement

The alcoholic beverages will be delivered by Dunn & Gaherin's liquor distributor to the Charles River Center's Paul Merritt Center at 59 East Militia Heights Drive on September 26, 2021. Certified bartenders from the VFW Post 2498 Needham will be dispensing and serving from the Paul Merritt Center from 12:00 pm -3:00 pm.

See attached layout

2021 CRC Road Race Layout

Starting line: 1 tables, 4 chairs

Volunteer Registration
1 table
2 chairs

Registration
A-E F-J K-O P-T U-Z Race Day
6 tables, 12 chairs

Sponsor Signs

Water
Fruit
1 table

Pizza
1 table
2 chairs
Tent

Ice
Cream
1 table
2 chairs
Tent

Burritos
2 chairs
1 Table
Tent

CRC
table

Face Painting
1 table
2 chairs
Tent

Corn
hole

Handicap Accessible
Parking

Dwight Road

North
Hill
1 table
4 chairs
Sign

NEC
Hot
Dogs

Beer
1 table
Tent

NEC
Hot dogs

Soup
1 table
2 chairs
Tent
power

Main Entrance to
Paul Merritt
Building

Side Entrance
Paul Merritt
Building

Paul Merritt Building

Finish line: 3 tables, 8 chairs

Water Station: 1 table, 4 chairs



eTIPS On Premise 3.0

CERTIFIED

Issued: 08/19/2019

Expires: 08/19/2022

ID#: 5172277

Matthew Ching

198 Manning St

Needham, MA 02494-1544 USA

Online Use Only
Valid if printed

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME:	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 781-376-5035
INSURED Charles River Association for Retarded Citizens, Inc. 59 E. Militia Heights Drive Needham, MA 02492-1341	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Company	NAIC # 32204
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2295899	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ 1,000 Comp ☒ 1,000 Coll ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2295900	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			PHUB775536	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	Professional Liab			PHPK2295899	07/01/2021	07/01/2022	1,000,000 Each Claim 3,000,000 Aggregate Occurrence Coverage

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Needham
1471 Highland Avenue
Needham, MA 02492

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd R

**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

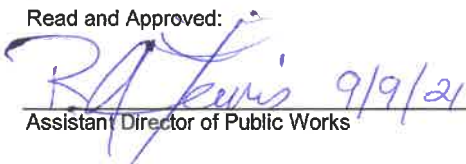
WHEREAS the appropriate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer revenue and

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:	-\$394.40
Water Irrigation:	-\$228.09
Water Admin Fees	\$0.00
Sewer Sales:	-\$891.99
Transfer Station Charges:	\$0.00
Total Abatement:	-\$1,514.48

Order #: 1309

Read and Approved:


Assistant Director of Public Works

For the Select Board

9/14/21

Carys Lustig
Director of Public Works

**Town of Needham
Water Sewer Billing System
Adjustment Form**

Prepared			Customer	Location	Street		Irrigation	Domestic				Corrected
By:	Last Name	First Name	ID#	ID#	Number	Street Name	Water	Water	Sewer	Total	Reason	Last Read
DB	MOORE	ROBERT J & JANICE	23781	2938	74	SAVOY ROAD	-\$228.09	\$0.00	\$0.00	-\$228.09	ACC	N
DB	J DERENZO	PROPERTIES	46061	5850	888	GREAT PLAIN AVENUE	\$0.00	-\$83.90	\$0.00	-\$83.90	ACC	N
JO	Council on Aging	(3)					\$0.00	-\$310.50	-\$891.99	-\$1,202.49	COA	N

Total: -\$1,514.48

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



The Revitalization Trust Fund

Needham Community

09/09/2021

**“It is only through reaching out,
that we are drawn together”™**

To: Kate Fitzpatrick-Town Manager
Needham Select Board

From: Paul Good-Chair
The Revitalization Trust Fund (NCRTF)

Re: Request for Approval of Banner

Dear Kate and Select Board Members,

The Revitalization Trust Fund is requesting permission from the Town for acceptance of the following banner for use within the NCRTF/Chapel Street Banner Showcase Display program and the additional Dine/Shop banners located within the downtown area:

Dine/Shop Local Banner

The new banner displays the identical banner image, with the exception of the NAME CHANGE at the bottom of the banner to:

Charles River Regional Chamber (the new organization name) along with it's associated logo and the Needham Town Seal.

(please see attached banner image for details.)

The Chapel Street Banner Showcase program was developed to allow Needham non/not for profit organizations to affordably create greater public awareness of their work and events, as they serve Needham and beyond.

This program is managed by the NCRTF in conjunction with the Town Of Needham.

Thank you for your consideration.

Sincerely,

Paul A. Good
Founder/Chair
The Revitalization Trust Fund (NCRTF)
781-718-5552