SELECT BOARD AGENDA
Regular Meeting
6:00 p.m. June 25, 2024

Needham Town Hall
Select Board Chambers & Zoom

Pursuant to Chapter 2 of the Acts of 2023, meetings of public bodies may be conducted virtually provided that adequate access is provided to the public.

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

Link:
https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09
Webinar ID: 826 0101 3229
Passcode: 652800
One tap mobile: +16469313860,,82601013229#,,,,*652800#

This is a public meeting of the Needham Select Board. The meeting is open to the public both in person and via Zoom. Residents are invited to provide comment during the public comment period (as set forth below) and for any item explicitly listed as a public hearing. Public comment is not available during other agenda items.

	6:00	Public Comment Period Residents are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board's policy on public participation in meetings can be found here.
1.	**6:00**	Public Hearing: Eversource Grant of Location – 19 Barrett Street • Joanne Callender, Eversource Representative
2.	**6:00**	Public Hearing: Eversource Grant of Location – 90 Wyoming Avenue • Joanne Callender, Eversource Representative
3.	**6:10**	Public Hearing: Application for a New All-Alcohol License – Needbobcon Inc., dba Conrad's • Robert Conrad, Owner/Proposed Manager of Record – Needbobcon Inc., dba Conrad's

4.	**6:20**	Public Hearing: Application for Change of Hours Amendment to an All Alcohol License – Metrowest Dining LLC, dba The Common Room • Scott McCourt, LLC Manager – Metrowest Dining LLC, dba The Common Room • Thomas Griffin, LLC Manager/Manager of Record – Metrowest Dining LLC, dba The Common Room
5.	**6:30**	Public Hearing: Application for Multiple Amendments to an All-Alcohol License – Spiga LLC, dba Spiga • Francesco Iacovitti, Owner and Proposed Manager of Record – Spiga LLC, dba Spiga • Thomas Miller – Applicant Counsel
6.	**6:35**	Needham Council for Arts and Culture – 91 Chapel Mural • Joni Schockett, Needham Council for Arts and Culture Co-Chair • Heather Simmons, Needham Council for Arts and Culture Co-Chair • J.P. Cacciaglia, Economic Development Manager
7.	**6:40**	CBD and Synthetic THC in Food and Other Products • Timothy McDonald, Director of Health and Human Services
8.	**7:00**	Public Hearing: Proposed MBTA Needham Line Commuter Rail Service Modifications
9.	**8:00**	Approve Sale of Bond Anticipation Note • David Davison, Deputy Town Manager/Director of Finance • Ellyse Glushkov, Town Treasurer/Collector
10.	**8:10**	Set Water and Sewer Rates • Kate Fitzpatrick, Town Manager • David Davison, Deputy Town Manager/Director of Finance
11.	**8:20**	Town Manager • Dark Sky Legislation • Executive Session Minutes • Town Manager Report
12.	**8:30**	Board Discussion • Committee Reports

APPOINTMENT CALENDAR * Provided in Agenda Packet

CONSENT AGENDA *Supporting Documents in Agenda Packet

1.*	Approve changes to vehicle expense reimbursement rates.
2.	Accept the following donations made to the Needham Community Revitalization Trust Fund: • $18 from Sarah Fuhro • $1 from The Potters School • $100 from Amy Wyeth • $1500 from The Exchange Club of Needham

3.*	Approve and sign integrated collective bargaining agreement between the Town and the Needham Independent Town Workers Association.
4.	Approve a change of date request from Jessica Rice, Jog Your Memory 5K, Inc., to hold the road event "Jog Your Memory 5K." on October 6, 2024 at 9:00 am – 11:00 am instead of September 15. The event and route have been approved by the following departments: Fire, Police, and Public Works.
5.*	Approve 20B Exemption for the following individuals to engage in work with the Needham Park and Recreation Department: Charles Dowe, Elizabeth Vallatini, Natalie Rezende, and Tyrone Holley.
6.*	Approve Open Session Minutes of June 11, 2024

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Katherine Calzada	9 Morton Street	Morton St, from Webster St end until Village Club	9/7/24	11am-3pm	9/8/24
Jen Bannon	61 Jarvis Circle	Jarvis Circle	9/14/24	3pm-9pm	9/15/24

NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES

Hosting Organization	**Event Title**	**Location**	**Event Date**
Volante Farms	Rose Tasting	Volante Farms, 292 Forest Street, Needham	6/29/2024

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Public Hearing: Eversource Grant of Location – 19 Barrett Street
Presenter(s)	Joanne Callender, Eversource Representative

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

Eversource Energy requests permission to install approximately 9 feet of conduit in Barrett Street. The reason for this work is to provide service to 19 Barrett Street.

The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.

2.	**VOTE REQUIRED BY SELECT BOARD**

Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 9 feet of conduit in Barrett Street.

3.	**BACK UP INFORMATION ATTACHED**

a. DPW Review Sheet
b. Letter of Application
c. Petition
d. Order
e. Petition Plan
f. Notice Sent to Abutters
g. List of Abutters

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NEEDHAM, MA 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

TO: Emily Meyer, Select Board Office
FROM: DPW Office
DATE:
RE:

For Select Board Meeting of

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 6/13/24 REVIEWER: R.W.W.

SITE LOCATION: #19 BARRETT ST. UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

(A) Sidewalk/Grass Strip Crossing Only Peer Review tar

B Work Within Paved Road Perpendicular Crossing Peer Review _____

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

Peer Review _____ Div. Head Review _____

D Other Peer Review _____ Div. Head Review _____

- ☑ Petition Plan Consistent with Field Review
- ☑ Diameter of Conduit 3"
- ☑ Depth of Conduit
- ☑ Utility Conflicts
- ☑ Crossing Perpendicular to Road
- ☑ Public Road
- ☑ Double Pole No
- ☑ Old Pole Removed N/A
- ☑ Cables Transferred to New Pole No
- ☑ New Riser on Pole No
- ☑ Visible Trench Patch across Road/Sidewalk No
- ☑ Abutters List Complete
- ☑ Photos Included

Department Head _____

COMMENTS:

THIS PETITION LOOKS GOOD. NO TRENCHING VISIBLE. NO RISER ON POLE AS OF YET.

The application is complete pending a public hearing- tar

EVERSOURCE ENERGY

180 Calvary Street
Waltham, Ma 02453

May 23, 2024

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Barrett Street
Needham, MA
W.O.# 17236083

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 9 feet of conduit in Barrett Street.

The reason for this work is to provide service to #19 Barrett Street.

If you have any further questions, contact Joanne Callender at (781) 314-5054. Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone
Richard M. Schifone
Rights and Permits, Supervisor

RMS/HC
Attachments

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the tranmission of electricity for lighting, heating or power under the public way or ways of the Town thereinafter specified, and notice has been given and a hearing held on said petition as provided by law.
It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Barrett Street - **Northwesterly from pole 301/3, approximately 134 feet south of Marked Tree Lane, install approximately 9 feet of conduit.**

W.O.# 17236083

All construction work under this Order shall be in accordance with the following conditions:
1. Conduits and manholes shall be located as shown on the plan made by **K. Rice, dated May 14, 2024** on the file with said petition.
2. Said company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1 _____
2 _____ Select Board
3 _____ the Town of
4 _____ **NEEDHAM**
5 _____

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2024 at _____ in said Town.

1 _____
2 _____ Select Board
3 _____ the Town of
4 _____ **NEEDHAM**
5 _____

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **NEEDHAM,** Masssachusetts, duly adopted on the _____ day of _____, 2024 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **K. Rice, dated May 14, 2024,** and filed herewith, under the following public way or ways of said Town:

Barrett Street - **Northwesterly from pole 301/3, approximately 134 feet south of Marked Tree Lane, install approximately 9 feet of conduit.**

W.O.# 17236083

NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY

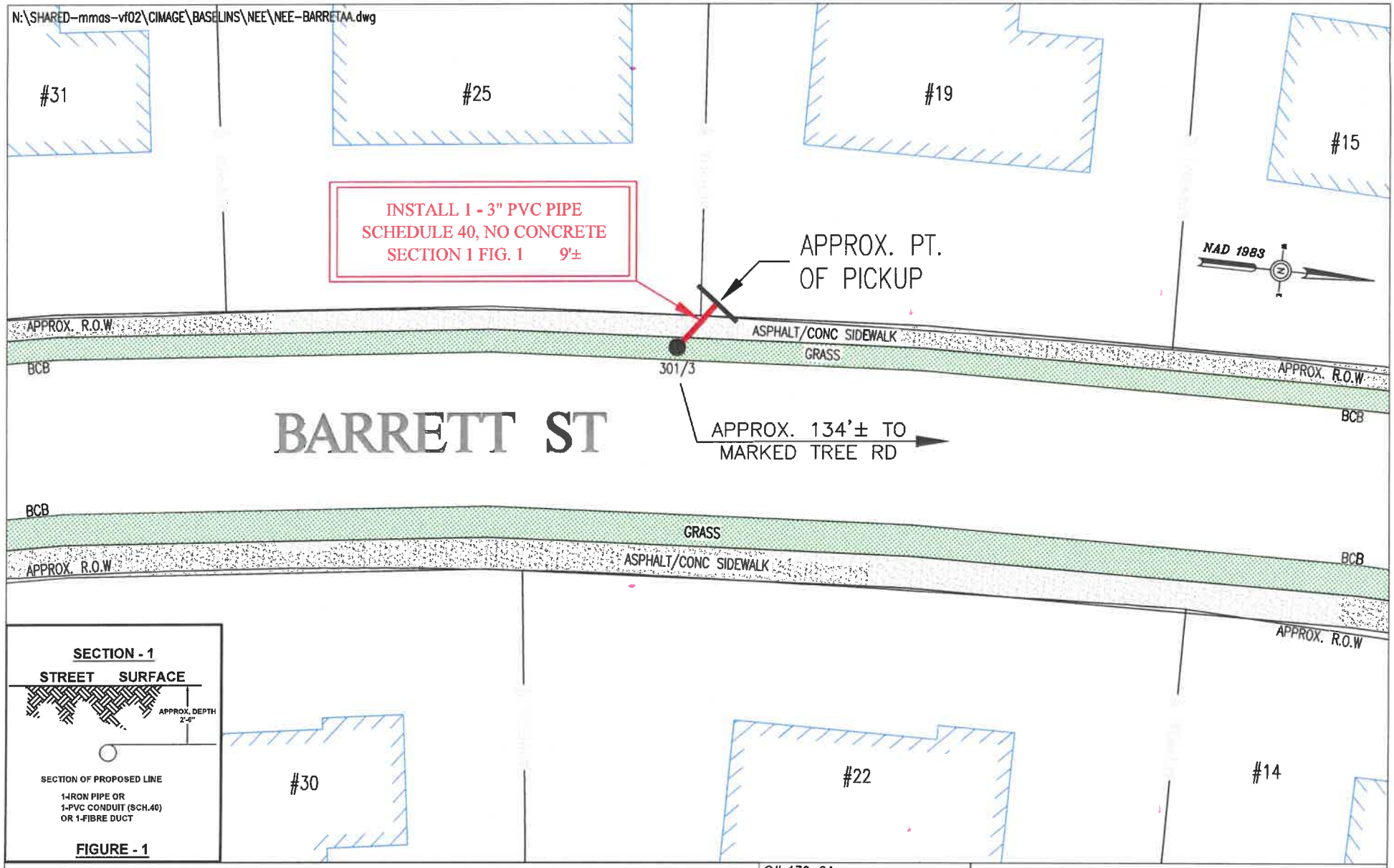
By: *Richard M. Schifone*
Richard M. Schifone, Supervisor
Rights & Permits

Dated this 23rd day of May 2024

Town of **NEEDHAM** Massachusetts

Received and filed _____2024

_____



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SCALE IN FEET

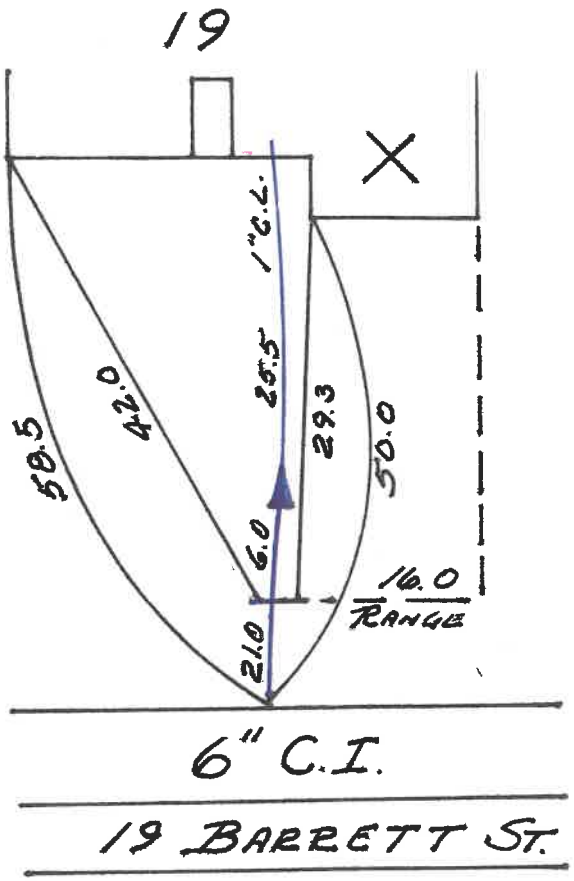
BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED

MASS. LAW

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

C# 136-24	NSTAR ELECTRIC d/b/a EVERSOURCE
Ward #	1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Work Order # 17236083	*Plan of* BARRETT ST
Surveyed by: N/A	NEEDHAM
Research by: GR	Showing PROPOSED CONDUIT LOCATION
Plotted by: LM	
Proposed Structures: LM	
Approved: K RICE	Scale 1"=20' Date MAY 14, 2024
P#	SHEET 1 of 1


19
X
1"C.L.
59.5
42.0
29.5
29.3
50.0
6.0
16.0
RANGE
21.0
6" C.I.
19 BARRETT ST.

TOWN OF NEEDHAM, MASSACHUSETTS

Building Inspection Department

Assessor's Map & Parcel Number: 137 LOT 22

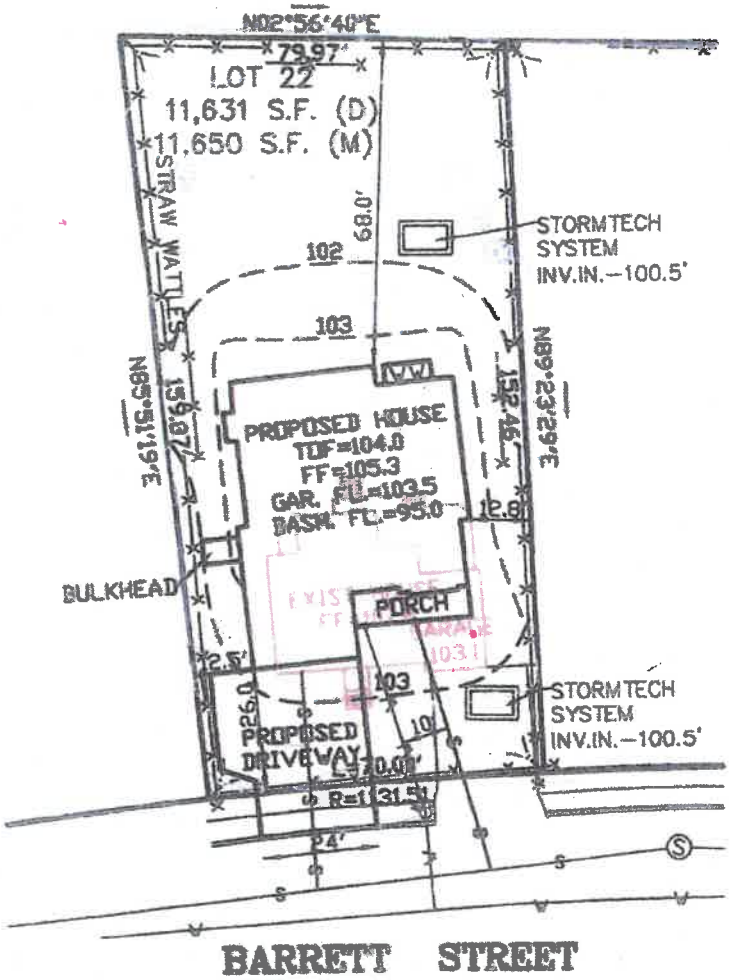
Building Permit No. _____ Zoning District: SRB

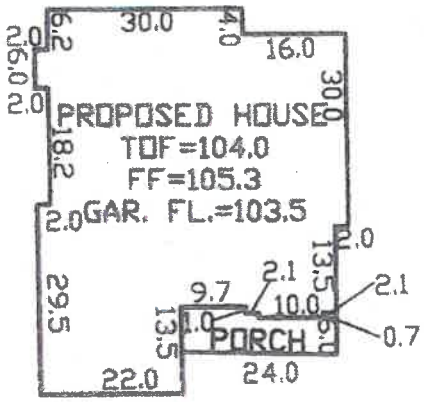
Lot Area 11,650 S.F. Address: 19 BARRETT STREET

Owner ROMAN SAGLIO & MICHELE TATTOLI Builder: _____

DEMO/PROPOSED PLOT PLAN/FOUNDATION AS-BUILT/FINAL AS-BUILT

40' Scale





SCALE: 1"=30'

PROPOSED LOT COVERAGE=22.3%
PROPOSED DWELLING FOOTPRINT 2,594 S.F.
HEIGHT OF PROPOSED DWELLING
34.7' FROM EVERAGE GRADE
TO THE RIDGE OF ROOF

Note: Plot Plans shall be drawn in accordance with Sections 7.2.1 and 7.2.2 of the Zoning By-Laws for the town of Needham. All plot plans shall show existing structures and public utilities, including water mains, sewers, drains, gaslines, etc.; driveways, Flood Plain and Wetland Areas, lot dimensions, dimensions of proposed structures, sideline offsets and setback distances, (allowing for overhangs) and elevation of top of foundations and garage floor. For new construction, elevation of lot corners at streetline and existing and approved street grades shall be shown for grading along lot line bordering streetline. For pool permits, plot plans shall also show fence surrounding pool with a gate, proposed pool and any accessory structures*, offsets from all structures and property lines, existing elevations at nearest house corners and pool corners, nearest storm drain catch basin (if any) and, sewage disposal system location in unsewered area.
(*Accessory structures may require a separate building permit— See Building Code)

I hereby certify that the information provided on this plan is accurately shown and correct as indicated.
The above is subscribed to and executed by me this 18 day of JUNE 2023.
Name A. MATTHEW BELSKI, JR. Registered Land Surveyor No. 37557
Address 35 MAPLE ST. City W. NEWBURY State MA Zip _____ Tel. No. (978) 363-813
Director of Public Works Date

N

1"=40'

#234

#228

#222

#218

#206

#480

BARRETT ST.

137-0037
#14

137-0021
#13

137-0014
#13

137-0004
#13

137-0037
#14

137-0021
#15

137-0014
#14

137-0004
#472

137-0036
#22

137-0022
#19

137-0013
#22

137-0005
#462

137-0035
#28

137-0023
#25

137-0012
#30

137-0006
#456

137-0034

137-0024

PROP. #19

PROP. DRWY.

PROPOSED 3" CONDUIT LOCATION

POLE #301/3

Tyvek
HomeWrap
Tyvek
HomeWrap

NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on Tuesday, June 25, 2024 in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492 and via Zoom** upon petition of Eversource Energy dated May 23, 2024 to install approximately 9 feet of conduit in Barrett Street. The reason for this work is to provide service to 19 Barrett Street.

A public hearing is required and abutters are hereby notified.

If you have any questions regarding this petition, please contact Joanne Callender, Eversource Energy representative at (781) 314-5054.

Kevin Keane
Heidi Frail
Catherine Dowd
Marianne Cooley
Joshua Levy

SELECT BOARD

You are invited to a Zoom webinar:
https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09
Passcode: 652800
Webinar ID: 826 0101 3229

Dated: June 12, 2024

19 BARRETT STREET
GOL

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/137.0-0023-0000.0	TARLIN-FARBER, MAURA TR	MAURA-TARLIN-FARBER 2014 REVOCALBL	25 BARRETT ST	NEEDHAM	MA	02492-
199/137.0-0021-0000.0	RATAJ, ADAM T. &	RATAJ, ELLEN L.	15 BARRETT ST	NEEDHAM	MA	02492-
199/137.0-0014-0000.0	THOMAS, RAJESH & PREETHY TR	THOMAS FAMILY TRUST	14 BARRETT ST	NEEDHAM	MA	02492-
199/137.0-0036-0000.0	BARD, JONATHAN &	HANONO, TANIA BRONSOILER	22 GILBERT RD	NEEDHAM	MA	02492-
199/137.0-0035-0000.0	MARGOLIS, MICHAEL &	MARGOLIS, EMILY R	28 GILBERT RD	NEEDHAM	MA	02492-
199/137.0-0037-0000.0	PELEG, NADAV Z. &	PELEG, ELLA	19 INBAR ST	NEVE-MONOSON,		60190-
199/137.0-0012-0000.0	SMITH, TIMOTHY P. &	PICHETTI, MARY L	30 BARRETT ST	NEEDHAM	MA	02492-
199/137.0-0013-0000.0	AJAYI, OLUSEYI		22 BARRETT ST	NEEDHAM	MA	02492-
199/137.0-0022-0000.0	FOX, JOHN C. JR. &	GRANT, TERRIE M	19 BARRETT ST	NEEDHAM	MA	02492-

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

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Public Hearing: Eversource Grant of Location – 90 Wyoming Avenue
Presenter(s)	Joanne Callender, Eversource Representative

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

Eversource Energy requests permission to install approximately 10 feet of conduit in Wyoming Avenue. The reason for this work is to provide service to 90 Wyoming Avenue

The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.

2.	**VOTE REQUIRED BY SELECT BOARD**

Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 10 feet of conduit in Wyoming Avenue.

3.	**BACK UP INFORMATION ATTACHED**

a. DPW Review Sheet
b. Letter of Application
c. Petition
d. Order
e. Petition Plan
f. Notice Sent to Abutters
g. List of Abutters

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NEEDHAM, MA 02492 Telephone: (781) 455-7550
www.needhamma.gov/dpw

TO: Emily Meyer, Select Board Office
FROM: DPW Office
DATE:
RE:

For Select Board Meeting of

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 6/13/24 REVIEWER: R.a.W.

SITE LOCATION: #90 WYOMING AVE. UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

(A) Sidewalk/Grass Strip Crossing Only Peer Review tar

B Work Within Paved Road Perpendicular Crossing Peer Review _____

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

Peer Review _____ Div. Head Review _____

D Other Peer Review _____ Div. Head Review _____

- ☑ Petition Plan Consistent with Field Review
- ☑ Diameter of Conduit 3"
- ☑ Depth of Conduit
- ☑ Utility Conflicts
- ☑ Crossing Perpendicular to Road
- ☑ Public Road
- ☑ Double Pole NO
- ☑ Old Pole Removed N/A
- ☑ Cables Transferred to New Pole NO
- ☑ New Riser on Pole NO
- ☑ Visible Trench Patch across Road/Sidewalk No
- ☑ Abutters List Complete
- ☑ Photos Included

Department Head _____

COMMENTS:

THIS ONE LOOKS GOOD. NO TRENCHING. NO RISER ON POLE AS OF YET.

The application is complete pending a public hearing- tar

EVERSOURCE ENERGY

180 Calvary Street
Waltham, Ma 02453

May 23, 2024

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Wyoming Avenue
Needham, MA
W.O.# 17197430

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 10 feet of conduit in Wyoming Avenue.

The reason for this work is to provide service to #90 Wyoming Avenue.

If you have any further questions, contact Joanne Callender at (781) 314-5054. Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone
Richard M. Schifone
Rights and Permits, Supervisor

RMS/HC
Attachments

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the tranmission of electricity for lighting, heating or power under the public way or ways of the Town thereinafter specified, and notice has been given and a hearing held on said petition as provided by law.
It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Wyoming Avenue - Westerly from pole 113/10, approximately 342 feet south of Nichols Road, install approximately 10 feet of conduit.

W.O.# 17197430

All construction work under this Order shall be in accordance with the following conditions:
1. Conduits and manholes shall be located as shown on the plan made by **K. Rice, dated May 15, 2024** on the file with said petition.
2. Said company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2024 at _____ in said Town.

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **NEEDHAM,** Masssachusetts, duly adopted on the _____ day of _____, 2024 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **K. Rice, dated May 15, 2024,** and filed herewith, under the following public way or ways of said Town:

Wyoming Avenue - **Westerly from pole 113/10, approximately 342 feet south of Nichols Road, install approximately 10 feet of conduit.**

W.O.# 17197430

NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY

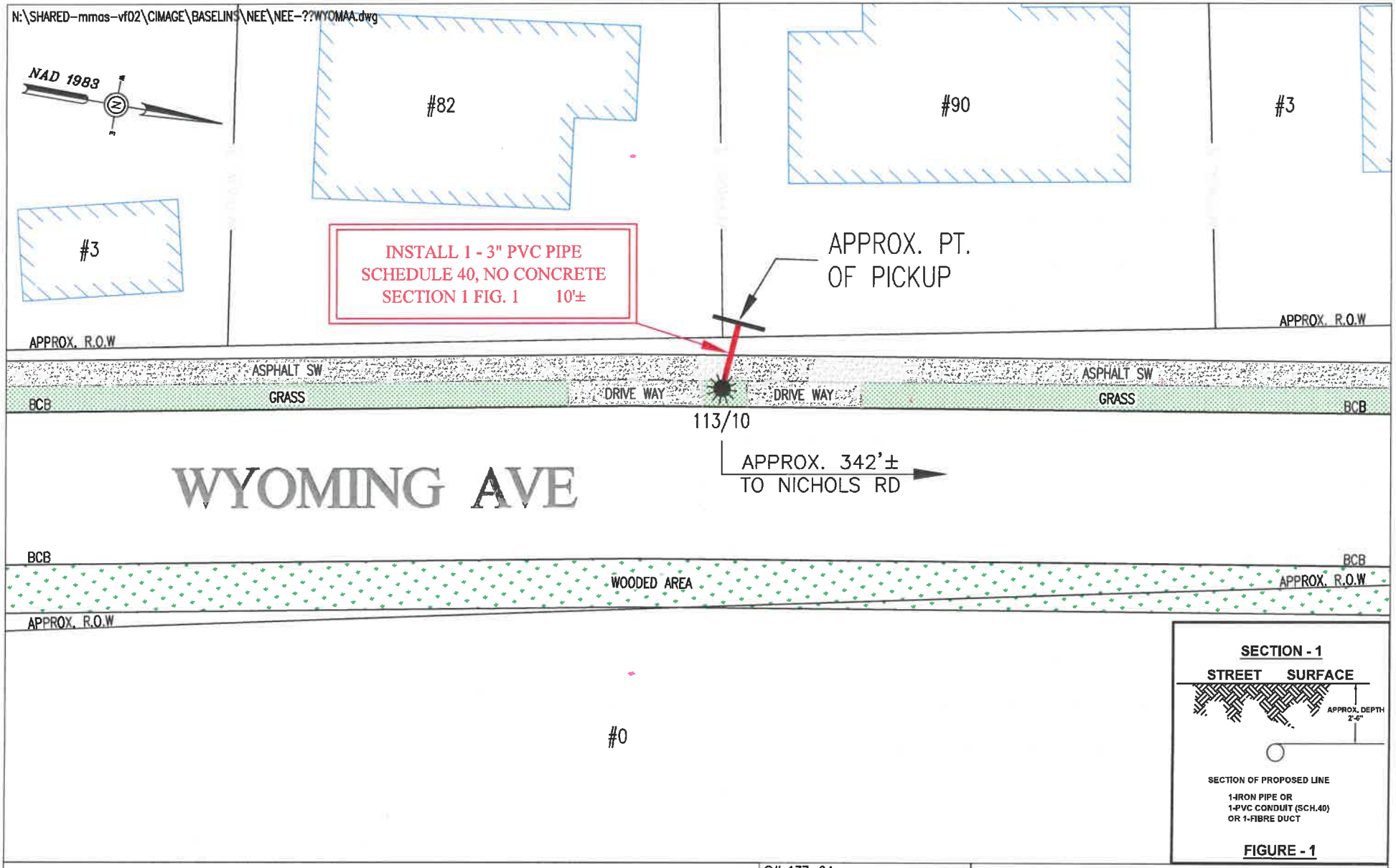
By: *Richard M. Schifone*
Richard M. Schifone, Supervisor
Rights & Permits

Dated this 23rd day of May 2024

Town of **NEEDHAM** Massachusetts

Received and filed _____2024

_____



0 20 40

SCALE IN FEET

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MASS. LAW

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

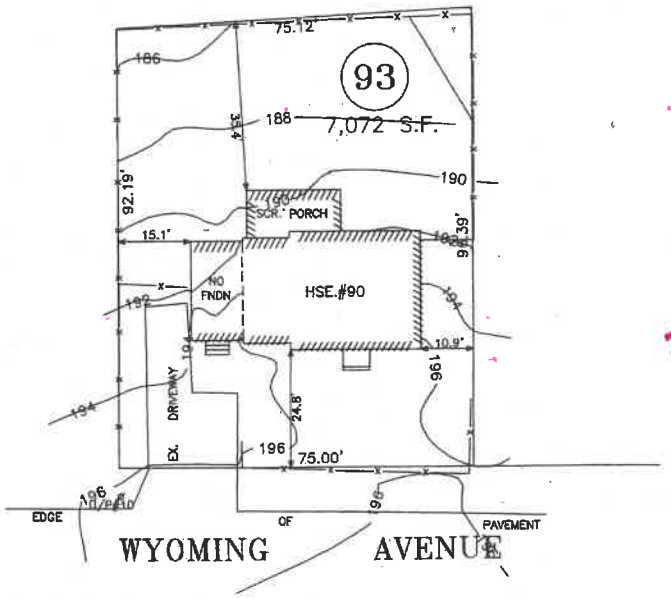
C# 137-24	NSTAR ELECTRIC d/b/a EVERSOURCE
Ward #	1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Work Order # 17197430	*Plan of* WYOMING AVE
Surveyed by: N/A	NEEDHAM
Research by: GR	Showing PROPOSED CONDUIT LOCATION
Plotted by: LM	
Proposed Structures: LM	
Approved: K RICE	Scale 1"=20' Date MAY 15, 2024
P#	SHEET 1 of 1

20 0 20 40 60

GRAPHIC SCALE – FEET

OWNER:
RALPH KHIRALLAH
90 WYOMING AVENUE
NEEDHAM, MA. 02492

ZONE:SRB



PLOT PLAN

90 WYOMING AVENUE

hutchins TROWBRIDGE associates, inc.	NEEDHAM	SCALE: 1"=20'	REV.
Engineers–Surveyors–Land Planners 200 Chauncy Street, Mansfield (508) 339-2713	DATE: JAN. 9,2024	APPROVED BY: MAT	JOB NUMBER: 024-01 CO & PL

TOWN OF NEEDHAM SEWER DEPARTMENT

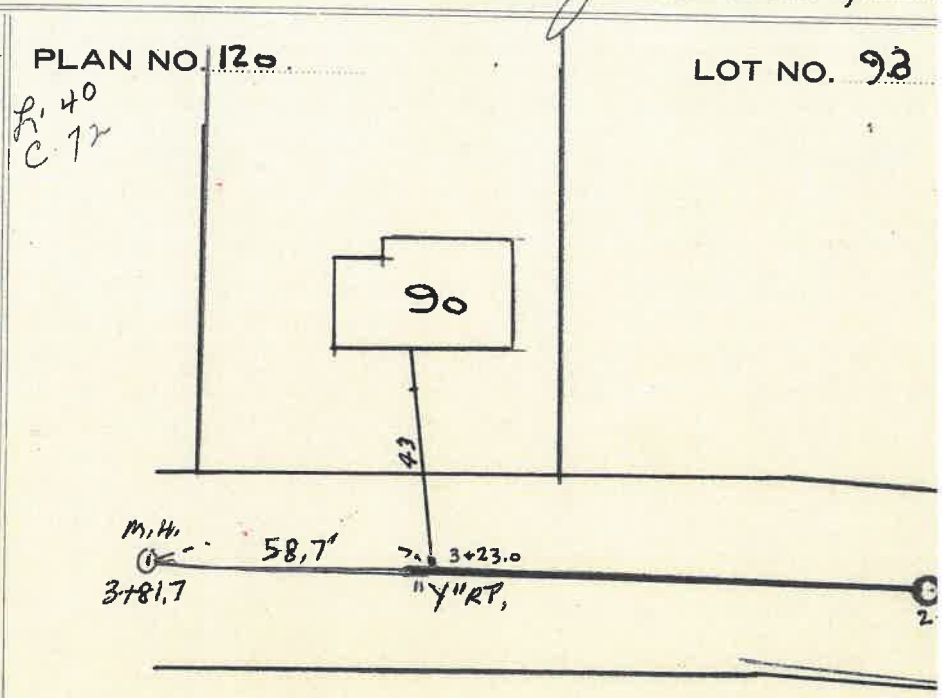
HOUSE CONNECTION

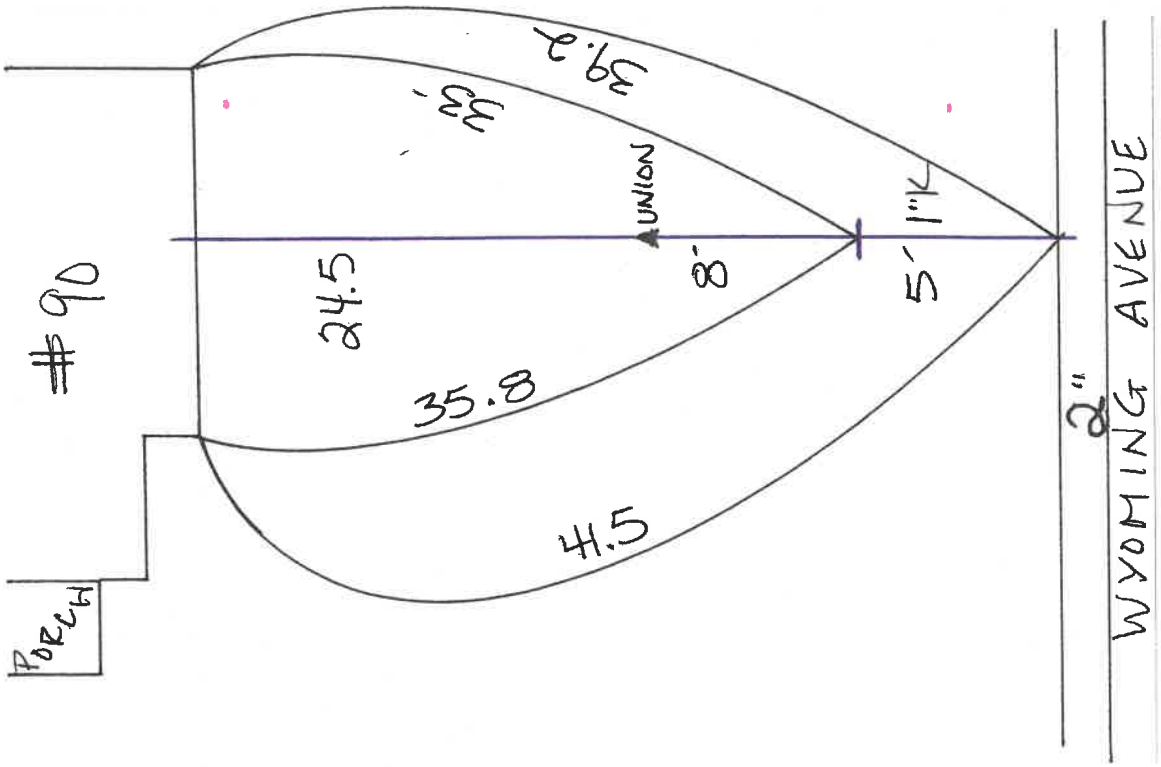
APP. NO. 1696 NO. 90 Wyoming Ave ST. OWNER Edward Cohen

ESTIMATE COST $39.20 DATE June 23, 1947

Length to St. Line	20
St. Line to B'l'd'g	33
Total Length	53
Depth at Main	7
" " St. Line	7·6
" " B'l'd'g	9'
Ave. Depth	
Kind of Soil	Hardpan
Ledge	
Depth of Gr. Water	
Work Started	June 23, 1947
" Finished	" " "
Plumbing Conn.	Dug & Filled by owner
P. S. 4	

PLAN NO. 120. LOT NO. 93





N

1"=40'

#82

#242

023-0011
#81

023-0012
#87

023-0013
#93

023-0014
#99

023-0007
#98

023-0006
#104

023-0015
#105

023-0021
#94

023-0020
#0

023-0019
#104

023-0026
#102

023-0027
#96

023-0028
#90

023-0029
#82

023-0030

023-0018

023-0031
#0

023-0050
#230

023-0037
#224

023-0036
#107

023-0035
#101

WACHUSETT RD.

WYOMING AVENUE

POLE #113/10

PROPOSED 3" CONDUIT LOCATION

841 MY1
Gustavo
FLASTERING INC
774-615-5218
FREE ESTIMATES
FULLY INSURED
774-615-5218
CHEVROLET

NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on Tuesday, June 25, 2024 in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492 and via Zoom** upon petition of Eversource Energy dated May 23, 2024 to install approximately 10 feet of conduit in Wyoming Avenue. The reason for this work is to provide service to 90 Wyoming Avenue.

A public hearing is required and abutters are hereby notified.

If you have any questions regarding this petition, please contact Joanne Callender, Eversource Energy representative at (781) 314-5054.

Kevin Keane
Heidi Frail
Catherine Dowd
Marianne Cooley
Joshua Levy

SELECT BOARD

You are invited to a Zoom webinar:
https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09
Passcode: 652800
Webinar ID: 826 0101 3229

Dated: June 12, 2024

90 WYOMING AVENUE
GOL

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/023.0-0028-0000.0	BURKE, LEONARD F. +	BURKE, PATRICIA A	90 WYOMING AVE	NEEDHAM	MA	02492-
199/023.0-0029-0000.0	GURVIS, BENJAMIN KIZNER &	GURVIS, EMILY MARIE VAILLETTE	82 WYOMING AVE	NEEDHAM	MA	02492-
199/023.0-0019-0000.0	CONNOLLY, PETER S &	CONNOLLY, HELEN MARINO	104 BEAUFORT AVE	NEEDHAM	MA	02492-
199/023.0-0021-0000.0	NICHOLS, CHRISTOPHER J. &	NICHOLS, ELIZABETH A	94 BEAUFORT AVE	NEEDHAM	MA	02492-
199/023.0-0031-0000.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/023.0-0027-0000.0	PELAGGI, SHIRLEY		96 WYOMING AVE	NEEDHAM	MA	02492-
199/023.0-0020-0000.0	NICHOLS, CHRISTOPHER J. &	NICHOLS, ELIZABETH A	94 BEAUFORT AVE	NEEDHAM	MA	02492-

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

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Public Hearing: Application for a New All-Alcohol License – Needbobcon Inc., dba Conrad's
Presenter(s)	Robert Conrad, Owner/Proposed Manager of Record – Needbobcon Inc., dba Conrad's

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

Needbobcon Inc., dba Conrad's has applied for a new Section 12 Restaurant All-Alcoholic Beverages License at 1257 Highland Avenue, Needham, MA. The applicant is requesting the appointment of Robert Conrad as Manager of Record.

2. VOTE REQUIRED BY SELECT BOARD

Suggested Motion: Move to approve/deny the Section 12 Restaurant All-Alcohol License application submitted by Needbobcon Inc., dba Conrad's including the appointment of Robert Conrad as Manager of Record, and if so approved, forward the application to the ABCC for review and final approval.

3. BACK UP INFORMATION ATTACHED

1. Receipt of Filing Payment to ABCC
2. ABCC Payment Monetary Transmittal Form
3. New Retail Application
4. Manager Application
5. Vote of the Entity
6. Business Structure Document
7. Legal Right to Occupy
8. Floor Plan
9. Abutters Notice
10. Abutters List
11. Advertisement

Your Information Payment Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

FILING FEES-RETAIL	Conrad's Restaurant	$200.00
		$200.00

Total Convenience Fee: $4.70

Date Paid: 5/21/2024 8:35:53 AM EDT

Total Amount Paid: $204.70

Payment On Behalf Of

License Number or Business Name:
Conrad's Restaurant

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Robert

Last Name:
Conrad

Address:
91 Mill Brook Ave

City:
Walpole

State:
MA

Zip Code:
02081-2162

[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 NEW 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 Needbobcon Inc dba Conrad's Restaurant

ADDRESS 91 Millbrook Ave

CITY/TOWN Walpole **STATE** MA **ZIP CODE** 02081

For the following transactions (Check all that apply):

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

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

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

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

APPLICATION FOR A NEW LICENSE

Municipality: Needham

1. LICENSE CLASSIFICATION INFORMATION

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

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

Applying for an on-Premise license for a restaurant. It will be called Conrad's Restaurant. Conrad's is a casual dining establishment catering to families. It will serve lunch and dinner 7 days a week. It will have a bar with about 14 seats and a few different dining areas. Conrad's has three other locations. This location is about 6200 sq feet and I'm looking to have around 155 seats.

Is this license application pursuant to special legislation? ( ) Yes (•) No Chapter: Acts of:

2. BUSINESS ENTITY INFORMATION

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

Entity Name: Needbobcon FEIN: 99-3110962

DBA: Conrad's Restaurant Manager of Record: Robert Conrad

Street Address: 1257 Highland Ave Needham, MA 02492

Phone: [redacted] Email: [redacted]

Alternative Phone: Website:

3. DESCRIPTION OF PREMISES

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

1 story with 157 seats and is 6165 sq feet. Kitchen area is 1736 sq feet, bar area 1284 sq feet, dining room 1070 sq feet and 2nd dining room 1537 sq feet.

Total Square Footage:	6165	Number of Entrances:	1	Seating Capacity:	155
Number of Floors	1	Number of Exits:	2	Occupancy Number:	

4. APPLICATION CONTACT

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

Name: Robert Conrad Phone: [redacted]

Title: President Email: [redacted]

5. CORPORATE STRUCTURE

Entity Legal Structure: Corporation

Date of Incorporation: 3/15/2024

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ○ Yes ◉ No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Robert Conrad	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President-Owner	100	◉ 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	MA Resident
		○ 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	MA Resident
		○ 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	MA Resident
		○ 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	MA Resident
		○ 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
Robert Conrad	All-Alcohol	Bobcon Inc	Norwood
Robert Conrad	All-Alcohol	Condev Inc	Walpole
Robert Conrad	All-Alcohol	Foxbobcon	Foxboro

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Robert Conrad	All-Alcohol	Sudbobcon	Sudbury

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6Aor 6B ever been suspended, revoked or cancelled?
Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: The Grossman Companies

Landlord Phone: | Landlord Email:

Landlord Address: one Adams Place 859 Willard Street Suite 501 Quincy MA 02169-0345

Lease Beginning Date: 3/1/2024 | Rent per Month: 13,358

Lease Ending Date: 1/31/2038 | Rent per Year: 160,290

Will the Landlord receive revenue based on percentage of alcohol sales? ◉ Yes ○ No

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	750,000
D. Total Cost	750,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Robert Conrad	250,000
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.
One Local	500,000	Existing Equity Lines	(•) 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.

I will be using $250,000 from my personal; account and $500,000 from exisiting Equity Lines from One Local Bank

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ( ) Yes (•) No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Robert Conrad Date of Birth: [redacted] SSN: [redacted]

Residential Address: [redacted]

Email: [redacted] Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* (●) Yes ( ) No *Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime? ( ) Yes (●) No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
1990		Owner	Conrad's Restaurant	Robert Conrad

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature: Robert Conrad Date: 05/16/2024

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ○ Yes ◉ No
If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

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.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

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

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

ADDITIONAL INFORMATION

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

ADDENDUM A

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

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

Entity Name: Needbobcon

Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed):

Name of Principal	Residential Address	SSN	DOB
Robert Conrad	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	100	(•) 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	MA Resident
		( ) 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	MA Resident
		( ) 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	MA Resident
		( ) 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	MA Resident
		( ) 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	MA Resident
		( ) 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	MA Resident
		( ) Yes ( ) No	( ) Yes ( ) No	( ) Yes ( ) No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

( ) Yes (•) No

APPLICANT'S STATEMENT

I, Robert Conrad (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

of Needbobcon (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: Robert Conrad Date: 05/16/2024

Title: President

ENTITY VOTE

The Board of Directors or LLC Managers of Needbobcon
Entity Name

duly voted to apply to the Licensing Authority of Needham and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 05/10/2024
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Robert Conrad
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 Robert Conrad
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,

Robert Conrad
Corporate Officer /LLC Manager Signature

Robert Conrad
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

Robert Conrad
(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee: $250.00

Identification Number: 001771572 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

NEEDBOBCON, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	275,000	0	

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

1. AUTHORITY OF DIRECTORS TO CREATE NEW CLASSES AND SERIES OF SHARES. THE BOARD OF DIRECTORS, ACTING WITHOUT THE SHAREHOLDERS, MAY (A) RECLASSIFY ANY UNISSUED SHARES OF ANY AUTHORIZED CLASS OR SERIES INTO ONE OR MORE EXISTING OR NEW CLASSES OR SERIES, AND (B) CREATE ONE OR MORE NEW CLASSES OR SERIES OF SHARES, SPECIFYING THE NUMBER OF SHARES TO BE INCLUDED THEREIN, THE DISTINGUISHING DESIGNATION THEREOF AND THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS APPLICABLE THERETO, PROVIDED THAT THE BOARD OF DIRECTORS MAY NOT APPROVE AN AGGREGATE NUMBER OF AUTHORIZED SHARES OF ALL CLASSES AND SERIES WHICH EXCEEDS THE TOTAL NUMBER OF AUTHORIZED SHARES SPECIFIED IN THE ARTICLES OF ORGANIZATION APPROVED BY THE SHAREHOLDERS.

2. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS.

3. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT.

4. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS.

5. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING.

6. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: MATTHEW R. BRAUCHER

Number and street: 155 BROADWAY ROAD, SUITE 7

Address 2:

City or town: DRACUT State: MA Zip code: 01826

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	ROBERT CONRAD	91 MILLBROOK AVE WALPOLE, MA 02081 USA
TREASURER	ROBERT CONRAD	91 MILLBROOK AVE WALPOLE, MA 02081 USA
SECRETARY	ROBERT CONRAD	91 MILLBROOK AVE WALPOLE, MA 02081 USA
DIRECTOR	ROBERT CONRAD	91 MILLBROOK AVE WALPOLE, MA 02081 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

FULL SERVICE RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 91 MILLBROOK AVE

Address 2:

City or town: WALPOLE State: MA Zip code: 02081

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 91 MILLBROOK AVE

Address 2:

City or town: WALPOLE State: MA Zip code: 02081

Country: UNITED STATES

Which is:

☑ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 15 Day of March, 2024 at 08:03 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

ROBERT CONRAD

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 15, 2024 08:11 AM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Thank youLEASE DATED
~~March 2024~~
April 1, 2024
ARTICLE I

REFERENCE DATA

1.1 Subjects Referred To

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article:

LANDLORD:	South Street 4414 Holdings, LLC, a Massachusetts limited liability company.
MANAGING AGENT:	The Grossman Companies, Inc. One Adams Place 859 Willard Street, Suite 501 Quincy, MA 02169-0345
LANDLORD'S ADDRESS:	c/o The Grossman Companies, Inc. One Adams Place 859 Willard Street, Suite 501 Quincy, MA 02169-0345
LANDLORD'S REPRESENTATIVE:	Paul Dawson.
TENANT:	Needbobcon, Inc., a Massachusetts corporation.
TENANT'S ADDRESS (for notice & billing):	[redacted]
GUARANTOR(S):	Robert Conrad and Condev, Inc.
BUILDING:	The building having an address of 1257 Highland Ave., Needham, Massachusetts, shown on the Site Plan annexed hereto as Exhibit A.
SHOPPING CENTER:	The building(s) (including the Building), and all of the improvements and grounds appurtenant thereto, having an address of 1257-1299 Highland Avenue, Needham, Massachusetts 02492.

COMMENCEMENT DATE:	The date of this Lease.
RENT COMMENCEMENT DATE:	See Section 2.4.
RENTABLE AREA OF TENANT'S SPACE	6,165 rentable square feet.
TOTAL RENTABLE AREA OF THE BUILDING:	11,756 rentable square feet.
TERM:	The period commencing on the Commencement Date and ending on January 31, 2038.
EXPIRATION DATE:	January 31, 2038.
ANNUAL RENT:	(a) For the period commencing on the Rent Commencement Date and ending on the last day of the 12th full calendar month following the Rent Commencement Date - $160,290.00 (i.e., $26 x 6,165) (and proportionately at such rate for any partial month). (b) For the 13th – 24th full calendar months following the Rent Commencement Date - $163,495.80 (i.e., 1.02 x $160,290.00). (c) For the 25th – 36th full calendar months following the Rent Commencement Date $166,765.72 (i.e., 1.02 x $163,495.80). (d) For the 37th – 48th full calendar months following the Rent Commencement Date $170,101.03 (i.e., 1.02 x $166,765.72). (e) For the 49th – 60th full calendar months following the Rent Commencement Date $173,503.05 (i.e., 1.02 x $170,101.03). (f) For the 61st – 72nd full calendar months following the Rent Commencement Date $176,973.11 (i.e., 1.02 x $173,503.05). (g) For the 73rd – 84th full calendar months following the Rent Commencement Date $180,512.57 (i.e., 1.02 x $176,913.11).

(h) For the 85th – 96th full calendar months following the Rent Commencement Date $184,122.83 (i.e., 1.02 x $180,512.57).

(i) For the 97th – 108th full calendar months following the Rent Commencement Date $187,805.28 (i.e., 1.02 x $184,122.83).

(j) For the 109th – 120th full calendar months following the Rent Commencement Date $191,561.39 (i.e., 1.02 x $187,805.08).

(k) For the 121st – 132nd full calendar months following the Rent Commencement Date $195,392.62 (i.e., 1.02 x $191,561.39).

(l) For the 133rd – 144th full calendar months following the Rent Commencement Date $199,300.47 (i.e., 1.02 x $195,392.62).

(m) For the 145th – 156th full calendar months following the Rent Commencement Date* - $203,286.48 (i.e., 1.02 x $199,300.47).

(n) For the 157th – 168th full calendar months following the Rent Commencement Date* - $207,352.21 (i.e., 1.02 x $203,286.48).

* Or, if earlier, the Expiration Date

MONTHLY RENT:

1/12th of Annual Rent

(a) For the period commencing on the Rent Commencement Date and ending on the last day of the 12th full calendar month following the Rent Commencement Date - $13,357.50 (and proportionately at such rate for any partial month).

(b) For the 13th – 24th full calendar months following the Rent Commencement Date - $13,624.65.

(c) For the 25th – 36th full calendar months following the Rent Commencement Date - $13,897.14.

(d) For the 37th – 48th full calendar months following the Rent Commencement Date - $14,175.09.

(e) For the 49th – 60th full calendar months following the Rent Commencement Date - $14,458.59.

(f) For the 61st – 72nd full calendar months following the Rent Commencement Date - $14,747.76.

(g) For the 73rd – 84th full calendar months following the Rent Commencement Date - $15,042.71.

(h) For the 85th – 96th full calendar months following the Rent Commencement Date - $15,343.57.

(ii) For the 97th – 108th full calendar months following the Rent Commencement Date - $15,650.44.

(j) For the 109th – 120th full calendar months following the Rent Commencement Date - $15,963.45.

(k) For the 121st – 132nd full calendar months following the Rent Commencement Date - $16,282.72.

(l) For the 133rd – 144th full calendar months following the Rent Commencement Date - $16,608.37.

(m) For the 145th – 156th full calendar months following the Rent Commencement Date* - $16,940.54.

(n) For the 157th – 168th full calendar months following the Rent Commencement Date* - $17,279.35

* Or, if earlier, the Expiration Date.

ADDITIONAL RENT:	Any monies which Landlord is authorized to collect from Tenant hereunder which are not included in Annual Rent.
SECURITY DEPOSIT:	$16,000.00.
PERMITTED USES:	Operation of a casual restaurant and bar (serving American pub food and alcohol including beer, wine and liquor) with take-out service substantially similar to the existing Conrad's restaurants. (For purposes of zoning, one (1) cash register shall be designated for take-out service.)
MINIMUM OPERATING HOURS:	Sunday – Wednesday: 11:30AM – 9:30PM. Thursday – Saturday: 11:30AM – 10:00PM.
PUBLIC LIABILITY INSURANCE:	
BODILY INJURY:	$2,000,000.00 per occurrence
PROPERTY DAMAGE:	$500,000.00
BROKERS:	Atlantic Retail.

1.2 Exhibits. The following Exhibits are incorporated as a part of this Lease:

EXHIBIT A – Site Plan and Floor Plans for the Premises and Basement Storage Area.
EXHIBIT B – Approved Sign Artwork
EXHIBIT C – Landlord's Rules and Regulations

1.3 Table of Articles and Sections

ARTICLE I -- Reference Data

1.1 Subjects Referred To

1.2 Exhibits

1.3 Table of Articles and Sections

ARTICLE II -- Premises, Term and Rent

2.1 The Premises; Basement Storage Area

2.2 Rights to Use Common Facilities; Employee Parking

2.3 Landlord's Reservations

2.4 Term

2.5 Monthly Rent Payments

2.6 Additional Rent – Operating Costs

2.7 Additional Rent - Taxes

2.8 Calculation of Tenant's Proportionate Share

2.9 Accounting Periods

2.10 Late Payments

2.11 Utilities

2.12 No Offsets

2.13 Percentage Rent

ARTICLE III –Construction

3.1 Initial Condition of the Premises; Landlord's Work; Tenant's Signs

3.2 Alterations and Additions

3.3 General Provisions Applicable to Construction

3.4 Tenant's Fit-Up

3.5 Landlord's Contribution

3.6 Permits

ARTICLE IV -- Landlord's Repairs; Quiet Enjoyment; Interruptions and Delays

4.1 Landlord's Repairs

4.2 Quiet Enjoyment

4.3 Interruptions and Delays in Services and Repairs, Etc.

ARTICLE V -- Tenant's Covenants

5.1 Payments

5.2 Repair and Yield Up

5.3 Use; Keep Open; Restaurant Activities; Trash

5.4 Obstructions; Items Visible From Exterior; Rules and Regulations

5.5 Safety Appliances; Licenses

5.6 Assignment; Sublease

5.7 Indemnity; Insurance

5.8 Personal Property at Tenant's Risk

5.9 Right of Entry

5.10 Floor Load; Prevention of Vibration and Noise; Utilities Systems

5.11 Security; Exterior Lighting

5.12 Personal Property Taxes

5.13 Payment of Litigation Expenses

5.14 Tenant Holdover

5.15 Hazardous Waste

ARTICLE VI -- Casualty and Taking

6.1 Termination or Restoration; Rent Adjustment

6.2 Eminent Domain Damages Reserved

6.3 Temporary Taking

ARTICLE VII -- Default

7.1 Events of Default

7.2 Damages

7.3 Landlord's Default

ARTICLE VIII -- Miscellaneous

8.1 Security Deposit

8.2 Notice of Lease; Consent or Approval; Notices; Bind and Inure; Landlord's Estate

8.3 Landlord's Failure to Enforce

8.4 Acceptance of Partial Payments of Rent; Delivery of Keys

8.5 Cumulative Remedies

8.6 Partial Invalidity

8.7 Self-Help

8.8 Tenant's Estoppel Certificate

8.9 Waiver of Subrogation

8.10 All Agreements Contained

8.11 Brokerage

8.12 Submission Not an Option

8.13 Financial Reports

ARTICLE IX -- Rights of Parties Holding Prior Interests

9.1 Lease Subordinate

9.2 Modification, Termination or Cancellation; Advance Payments of Rent

9.3 Rights of Holder of Mortgage to Notice of Defaults by Landlord and to Cure Same

9.4 Implementation of Article IX

ARTICLE II

PREMISES, TERM AND RENT

2.1 The Premises; Basement Storage Area: Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, Tenant's Space in the Building (as shown on the Floor Plan annexed hereto as Exhibit A), excluding pipes, ducts, conduits, wires and appurtenant fixtures serving

exclusively or in common other parts of the Building. Tenant's Space with such exclusions is hereinafter referred to as the "Premises."

As an appurtenance to the Premises, Tenant shall have the right to use approximately 500 square feet feet of unfinished basement storage space in the Building (the "Basement Storage Area"), subject to the following terms and conditions:

1. The initial location of the Basement Storage Area is shown on Exhibit A. Landlord shall have the right to re-locate the Basement Storage Area at any time – and from time to time – upon not less than 30 days' notice.
2. The Tenant shall enclose the Basement Storage Area at its expense utilizing chain link fencing similar to the fencing used to enclose Needham Wine and Liquor's basement storage area.
3. The Basement Storage Area shall be used solely for storage of dry goods, i.e., no food storage shall be allowed in the basement, however, beverages in unopened containers may be stored in the Basement Storage Area.
4. The Basement Storage Area shall not be subleased to any party other than a subtenant occupying the entire Premises.
5. No rent or other charges shall be charged to Tenant on account of its use of the Basement Storage Area. However, all other provisions of this Lease shall apply to the Basement Storage Area, as if the Basement Storage Area were a portion of the Premises. Notwithstanding the foregoing, Tenant shall pay for all electricity used in the Basement Storage Area based upon Landlord's good faith estimation of such use.
6. All property placed in the Basement Storage Area by Tenant shall be present at Tenant's sole risk, and Landlord shall have no liability whatsoever for any loss of or damage to such property.

2.2 Rights to Use Common Facilities; Employee Parking: Tenant shall have, as appurtenant to the Premises, the right to use, in common with others entitled thereto from time to time and subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice: (a) the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises in common with others, (b) common walkways necessary for access to the Building, and (c) the Shopping Center parking lot, to the extent and in the location designated by Landlord.

In order to minimize potential inconvenience to Shopping Center customers, Tenant shall use commercially reasonable efforts – including repeated communications with its employees – to cause its employees to park in spaces designated by Landlord from time-to-time and to use adjacent street parking spaces when available.

2.3 Landlord's Reservations: Landlord reserves the right from time to time, without unreasonable interference with Tenant's use: (a) to install, use, maintain, repair, replace and relocate for service to the Premises and other parts of the Building, or either, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises or the Building, and (b) to alter or relocate any other common facility (including parking areas), provided that substitutions are substantially equivalent or better. Except in the case of an emergency, Landlord

shall provide Tenant at least 48 hours' notice prior to commencing work. Such notice may be given orally or in writing to Tenant's on-site manager.

2.4 Term:

This Lease shall extend for the Term (as specified in Section 1.1), unless this Lease shall be terminated prior to the expiration of the Term, pursuant to the terms of this Lease. As used herein, the "Commencement Date" shall mean the date of this Lease and the "Rent Commencement Date" shall mean the earlier to occur of (i) two hundred seventy (270) days following the date of this Lease and (ii) the date on which Tenant opens the Premises for business serving the public. Upon the determination of the Rent Commencement Date, the parties shall execute a Rent Commencement Date Certificate in a form prepared by Landlord.

Between the Delivery Date and the Rent Commencement Date, Tenant's use and occupancy of the Premises shall be governed by all of the provisions of this Lease; provided, however, that Tenant's obligations under Sections 2.5, 2.6 and 2.7, below, shall arise only from and after the Rent Commencement Date.

Landlord has indicated to Tenant that it is Landlord's intention to re-develop the Shopping Center following the expiration of the term of this Lease. If Landlord determines that it will not proceed with such re-development, Landlord will attempt to so notify Tenant not later than twelve (12) months prior to the expiration of the term. If Landlord so notifies Tenant, then, at the request of Tenant, Landlord will negotiate in good faith for the purpose of agreeing upon a 5-year extension of the term of this Lease.

2.5 Monthly Rent Payment: Tenant agrees to pay rent to Landlord, without any offset or reduction whatever (except as made in accordance with the express provisions of this Lease), equal to the Monthly Rent in equal installments in advance on the first (1st) day of each calendar month included in the Term from and after the Rent Commencement Date; and for any portion of a calendar month immediately following the Rent Commencement Date or at the end of the Term, at the proportionate rate payable for such portion, in advance. Payment of Monthly Rent and the monthly payments due under Sections 2.6 and 2.7, below, on account of the first full calendar month of the Term shall be made by Tenant concurrently with its execution of this Lease. If the Commencement Date is a day other than the first day of a calendar month, then, on the Commencement Date, Tenant shall pay to Landlord the proportionate Monthly Rent and monthly payments due under Sections 2.6 and 2.7, below, payable on account of the calendar month in which the Commencement Date occurs.

2.6 Additional Rent – Operating Costs:

A. In each fiscal year occurring partly or entirely during the Term from and after the Rent Commencement Date, Tenant will pay to Landlord, as Additional Rent, Tenant's Proportionate Share (as calculated in the manner provided below) of Operating Costs. The provisions of this Section shall apply to any partial fiscal year immediately following the Rent Commencement Date or at the end of the Term, but Tenant's Proportionate Share of Operating Costs for such partial fiscal year shall be subject to a pro-rata adjustment based on the number of

days in such partial fiscal year occurring during the Term. Tenant's Proportionate Share of Operating Costs shall be paid by Tenant in monthly installments in such amounts as are estimated by Landlord from time to time, such installments being due on the dates on which Monthly Rent is due hereunder. Within one hundred eighty (180) days (or such additional time thereafter as is reasonable in the Landlord's sole determination) after the end of each fiscal year, Landlord shall deliver to Tenant a statement ("Landlord's Statement") of Operating Costs for such fiscal year and Tenant's Proportionate Share thereof paid or payable with respect thereto shall be adjusted between Landlord and Tenant. Tenant shall pay to Landlord, or, provided that the Tenant is not then in default under any of the terms or covenants of this Lease, Landlord shall credit Tenant's account, to be applied to the next following installments of Monthly Rent (or, if such adjustment is at the end of the Term, pay Tenant), as the case may be, within twenty (20) days of receipt of Landlord's Statement, such amounts as may be necessary to effect such adjustment. Any delay by Landlord in providing Landlord's Statement shall not relieve Tenant of any of its obligations hereunder.

B. The term "Operating Costs" means all commercially reasonable costs and expenses incurred in good faith by Landlord in operating, managing and maintaining the buildings and other improvements within the Shopping Center in a manner which it deems reasonable and appropriate and in the best interests of the Shopping Center. Operating Costs shall include, without limitation, all costs and expenses incurred in operating, maintaining, repairing, lighting, signing, cleaning, painting, and providing security for the Shopping Center; all insurance maintained by Landlord or required by Landlord's mortgage lender with respect to the Shopping Center, including liability insurance for personal injury, death and property damage, insurance against fire, extended coverage, theft or other casualties on the Common Areas and buildings within the Shopping Center, fidelity bonds for personnel, and rent loss coverage; removal of snow, ice, trash and debris (subject, however, to the provisions of Section 5.3, below); costs of repair or replacement of paving, curbs, walkways, landscaping, pipes, ducts, conduits, lighting facilities, and similar items; water and sewer service (if not separately metered to Tenant); exterior painting, pointing, graffiti removal or other cosmetic maintenance; all repairs, maintenance and replacements to the buildings and improvements in the Shopping Center (including repairs and maintenance required of Landlord under Section 4.1, below); services, if any, furnished by Landlord for the non-exclusive use of all tenants; costs and expenses of on-site personnel (if any) providing services in connection with the operation, maintenance, repairing, cleaning and protection of the Shopping Center (including amounts incurred for wages, salaries and other compensation for services, payroll, social security, unemployment and similar taxes, workmen's compensation insurance, disability benefits, pensions, hospitalization, retirement plans and group insurance, uniforms and working clothes and the cleaning thereof), tools and equipment used by such personnel, an administrative fee of fifteen percent (15%) of all Operating Costs incurred in the Shopping Center. Operating Costs shall also include all costs of improvements or replacements of a capital nature, including without limitation capital expenditures for the installations or replacements, provided that the cost of any such installation or replacement shall be amortized over its useful life in accordance with generally accepted accounting practices, with interest thereon at an annual interest rate equal to the "prime rate" as published in the Wall Street Journal on the date such installation or replacement is completed plus four percent (4%). Landlord shall, on

request, furnish Tenant with copies of bills and Landlord's computation of all amounts due hereunder.

2.7 Additional Rent - Taxes:

A. The term "Taxes" shall mean all real estate taxes, personal property taxes, business and occupation taxes, occupational license taxes, assessments (including, without limitation, taxes in the nature thereof), and all other similar or dissimilar governmental taxes, impositions and charges which shall be levied, assessed or imposed upon or with respect to the Shopping Center under or by virtue of any present or future law, statute, charter, ordinance, regulation or other requirement of any public authority, whether federal, state, county, city, municipal or otherwise, all whether general, special, ordinary, extraordinary, foreseen or unforeseen. Taxes shall include any costs and expenses incurred in good faith by Landlord in contesting the amount or validity of such taxes. If, at any time during the Term, any tax or excise on rents or other taxes or charges, however described, are levied or assessed against Landlord with respect to the rent reserved hereunder or with respect to the Shopping Center, either wholly or partially in substitution for, or in addition to, real estate taxes assessed or levied on the Shopping Center, such tax, excise or other charge shall be included in Taxes. However, Taxes shall not include franchise, estate, inheritance, succession, capital levy, transfer, income or excess profits taxes assessed on Landlord. Taxes shall include any estimated payment, whether voluntary or required, made by Landlord on account of a fiscal tax period for which the actual and final amount of taxes for such period has not been determined by the governmental authority as of the date of any such estimated payment. The term "Tax Year" shall mean each twelve (12) month period commencing on July 1 occurring partially or entirely during the Term.

B. During the Term, Tenant shall pay, as Additional Rent, Tenant's Proportionate Share of Taxes. Tenant's Proportionate Share of Taxes shall be paid by Tenant in monthly installments in such amounts as are estimated by Landlord from time to time, each such installment being due on the dates on which Monthly Rent is due hereunder. Promptly after the exact amount of the Tenant's Proportionate Share of Taxes is determined for each Tax Year, Landlord will notify Tenant of the amount thereof for such year and Landlord and Tenant will account to each other so that Tenant shall have paid to Landlord, within twenty (20) days after Landlord has so notified Tenant of such amount, the full amount of Tenant's Proportionate Share of Taxes. Any deficiency shall be paid to Landlord by Tenant. Any excess paid by Tenant (after offsetting the same against amounts owed by Tenant to Landlord) shall be credited against future payments of Monthly Rent, except that, upon expiration of the Term, any such excess (after offsetting, as aforesaid) shall be promptly refunded by Landlord to Tenant. Landlord shall, on request, furnish Tenant with copies of bills for Taxes and Landlord's computation of amounts due hereunder.

C. If Landlord shall receive a refund of any portion of Taxes paid by Tenant as a result of an abatement of such Taxes by legal proceedings, settlement or otherwise (without Landlord having any obligation to undertake any such proceedings), Landlord (after offsetting any amounts owing to Landlord from Tenant) shall pay or credit to Tenant Tenant's Proportionate Share of the net refund (which shall include the refund, reduced by Landlord's expenses, including attorneys' fees and appraisers' fees, incurred in connection with

obtaining such refund), if and to the extent that such Taxes were originally paid by Tenant to Landlord under the provisions of this Section.

In the event that (i) the Rent Commencement Date is or (ii) this Lease shall end (by reason of expiration of the Term or earlier termination pursuant to the provisions hereof), on - any date other than the first or last day of the Tax Year, or should the Tax Year or period of assessment of Taxes be changed, then the amount of Taxes which may be payable by Tenant as provided in this Section shall be appropriately apportioned and adjusted.

2.8 Calculation of Tenant's Proportionate Share: Tenant's Proportionate Share shall be calculated by multiplying the total amount of such item by a fraction, the numerator of which is the Rentable Area (as hereinafter defined) of Tenant's Space and the denominator of which is the Total Rentable Area of the Building. The Initial Rentable Area of Tenant's Space and the Total Rentable Area of the Building are set forth in Section 1.1. The fraction described in the first sentence of this paragraph shall be adjusted from time to time as necessary, in order to take account of any change in the rentable area of Tenant's Space or the Building.

The "Rentable Area" of the Building or any tenant space shall be computed in square feet by measuring to the plane of the outside surface of outer building walls, and to the center of any partitions that separate a rentable area from adjoining rentable areas. No deductions shall be made for columns and projections necessary to the Building.

2.9 Accounting Periods: Landlord shall have the right from time to time to change the periods of accounting under Section 2.6 to any annual period other than a fiscal year, and upon any such change all items referred to in this Section 2.9 shall be appropriately apportioned. In all Landlord's Statements rendered under Section 2.6, amounts for periods partially within and partially without the accounting periods shall be appropriately apportioned. Any items which are not determinable at the time of a Landlord's Statement shall be included therein on the basis of Landlord's estimate, and with respect thereto Landlord shall render promptly after determination a supplemental Landlord's Statement, and appropriate adjustment shall be made according thereto.

2.10 Late Payments: All payments of Annual Rent and Additional Rent shall be made to the Managing Agent, or to such other person as Landlord may from time to time designate. If any installment of Annual Rent or Additional Rent is not paid within twenty (20) days after the due date, then the unpaid amount shall bear interest, from the date due until the date paid, at a rate (the "Default Rate") equal to the lesser of (i) the prime commercial rate from time to time established by Bank of America (or any other bank chosen by Landlord) plus five (5%) percent per annum and (ii) the highest interest rate which may lawfully be charged - from such due date, compounded monthly, which interest shall be immediately due and payable as further Additional Rent. Furthermore, if any installment of Annual Rent or Additional Rent is paid more than ten) days after the due date thereof, then such payment shall be subject to an additional charge, payable as Additional Rent as an administrative charge and not as a penalty, equal to five (5%) of the overdue amount. In the event a check received by Landlord from Tenant shall be dishonored, then because actual damages for a dishonored check are extremely difficult to fix or

ascertain, but recognizing that damage and injury result therefrom, Tenant agrees to pay two hundred ($200.00) dollars as liquidated damages for each time a check is dishonored. In the event that two (2) or more of Tenant's checks are dishonored during the Term, Landlord shall have the right, in addition to all other rights under this Lease, to demand all future payments by certified check or money order. Notwithstanding the foregoing provisions of this Section 2.10, on the first two (2) occasions of late payment during any period of eighteen (18) consecutive months, interest and the additional charge referred to above shall be charged only if Tenant fails to remedy such default within seven (7) days following notice from Landlord.

2.11 Utilities: Tenant agrees to pay for water, gas, electricity, telephone, internet and other utilities supplied to the Premises, beginning sixty (60) days following the Commencement Date. (Water and sewer, gas and electricity service to the Premises are separately metered.) Not later than that date, Tenant shall cause the utility accounts to be placed in its name, and Tenant shall make payments (including payment of any required deposits) for all utilities supplied to the Premises directly to the utility providers.

2.12 No Offsets: This Lease is a net lease, and the Annual Rent, Additional Rent and other charges payable by Tenant hereunder shall be paid without notice or demand, and without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction, except as expressly provided herein. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, nor shall the obligations and liabilities of Tenant set forth herein be otherwise affected, except as expressly provided herein. Tenant waives all rights (i) to any abatement, suspension, deferment, reduction or deduction of or from the Annual Rent, additional rent or other charges payable by Tenant hereunder, or (ii) to quit, terminate or surrender this Lease or the demised premises or any part thereof, except as expressly provided herein. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Annual Rent or other charges payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

2.13 Percentage Rent:

As used herein, (i) the first Lease Year shall be the period beginning on the first full day of the first full month following the Rent Commencement Date and ending on the last day of the 12th full calendar month following the Rent Commencement Date; (ii) the second and each succeeding Lease Year shall be the 12 month period commencing on the day immediately following the date of expiration of the immediately preceding Lease Year (except that the last Lease Year might be a period of less than 12 months ending on the lease expiration date or earlier termination of this Lease, in which case the Break Point described below shall be prorated based on the number of days in the last Lease Year divided by 365); and (iii) the "Break Point" means three million dollars ($3,000,000) for each (12-month) Lease Year; provided, however, that in the event that Tenant is not open for business during the days and hours required under this Lease, then, in addition to all other remedies available under this Lease, the Break Point shall be proportionately reduced.

In addition to the Monthly Rent, Tenant agrees to pay to Landlord, in the manner and at the times hereinafter set forth, with respect to each Lease Year from and after the fourth Lease Year, and as percentage rent hereunder ("Percentage Rent"), a sum equal to the lesser of (x) .05, multiplied by the amount by which Gross Sales (as hereinafter defined) during such Lease Year exceeds the Break Point and (y) $25,000. Such Percentage Rent shall be payable as hereinafter provided, at Landlord's address or to such other person or at such other place as Landlord may designate in writing, without any prior notice or demand therefor and without any set-off or deduction whatsoever. Notwithstanding anything contained herein to the contrary, Percentage Rent shall not be due under this Lease on account of any Lease Year prior to the fourth Lease Year.

The term "Gross Sales" means the total gross receipts for all food, beverages, alcohol, goods, wares, merchandise and services and any deposits for merchandise or services for merchandise or services made by Tenant, any subtenant, licensee or concessionaire or any other party in, at, from, or arising out of the use of the Premises, (including, without limitation, all internet, telephonic, and other sales when the merchandise is picked up at the Premises by a customer, delivered by Tenant, delivered by a third-party delivery service, e.g, Grub Hub, Door Dash, Uber Eats, etc., or is treated by Tenant as a sale from the Premises in any other manner), whether at wholesale or retail, whether for cash or credit, or otherwise, and including the value of all consideration other than money received for any of the foregoing, without reserve or deduction for inability or failure to collect, including, but not limited to, sales, leases and services: (i) where the orders therefor originate in, at, from or arise out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place and regardless of the place of bookkeeping for, payment of, or collection of any account; or (ii) which are made or performed by mail, the internet, telephone, or telegraph orders received or filled in, at or from the Premises; or (iii) which are made or performed by means of mechanical or other vending devices in the Premises; or (iv) which result from solicitation outside the Premises where such solicitation is conducted by personnel operating from or reporting to or under the control or supervision of Tenant or its employee operating from the Premises; or (v) which Tenant, or any subtenant, licensee or concessionaire, or any other person or entity in the normal and customary course of its business would credit or attribute to its operations at the Premises or any part thereof.

The business of Tenant shall be operated in accordance with Tenant's point of sale requirements, but at a minimum utilizing such system of sales recording equipment that accurately reflects all Gross Sales in accordance with generally accepted accounting principles and which Tenant utilizes in all of its other restaurant locations. Tenant agrees to maintain its books and records for at least three full (3) Lease Years following the end of the period to which they are applicable, in form adequate for auditing purposes, in accordance with generally accepted accounting principles to assure the proper recording of all Gross Sales. In connection with Landlord's audit rights below, such books and records evidencing Gross Sales only shall be open during the Term of this Lease to the reasonable inspection of Landlord or its duly authorized representatives, who shall have full and free access to such books and records at the Premises or Tenant's principal place of business in Norwood, Massachusetts, without interruption of Tenant's business and the right to require of Tenant, such reasonable

information or explanation with respect to such Gross Sales as may be reasonably necessary for a proper examination and audit thereof. The acceptance by Landlord of payments of Percentage Rent shall be without prejudice to the Landlord's examination and audit rights hereunder.

Tenant further covenants and agrees to deliver to Landlord: within sixty (60) days after the close of each Lease Year, a statement signed by the chief executive officer, president, or chief financial officer of Tenant showing in reasonable detail monthly Gross Sales for the preceding Lease Year, and, for any Lease Year from and after the fourth Lease Year, such statement shall be accompanied by a check of the Tenant for Percentage Rent, if any, payable with respect to such prior Lease Year.

Landlord may at any reasonable time, upon at least twenty (20) days' prior notice to Tenant, cause a complete audit to be made of Tenant's entire books, records and other materials pertaining to Gross Sales which Tenant is required to retain pursuant to this Lease for all or any part of the current Lease Year and the three (3) immediately preceding Lease years. Except as provided herein, Landlord shall be responsible for the full cost of said audit (which shall not be on a contingency basis). Such audit may be performed by or on behalf of Landlord, and Tenant agrees to reasonably cooperate with the auditors in connection with such audit. If such audit shall disclose that any of the Tenant's annual statements of Gross Sales understates Gross Sales made during the reporting period of the statement to the extent of two percent (2%) or more, Tenant shall pay to Landlord as Additional Rent within ten (10) days after written demand the full cost of said audit, together with any deficiency in Percentage Rent.

ARTICLE III

CONSTRUCTION

3.1 Initial Condition of the Premises: Tenant's Signs:

A. Concurrently with the execution of this Lease, landlord shall deliver the Premises to Tenant. Tenant acknowledges and agrees that (i) Landlord has made no representation or warranty concerning the condition of the Premises, (ii) Landlord shall have no obligation to alter or improve the Premises in any respect and (iii) Tenant shall accept possession of the Premises in their "as is" condition as of the date of this Lease.

B. Tenant shall have the right to install one sign panel on the Highland Ave, pylon located in front of the Building (i.e., 1257 Highland Ave.). Such panel shall be placed in the same location on the pylon as the former Bertucci's panel. Such panel shall be obtained and installed by Tenant at its sole cost and expense.

Tenant shall have the right to install a sign on the building fascia immediately above the entry to the Premises. Such sign shall be obtained and installed by Tenant at its sole cost and expense.

The installation and maintenance of any signs permitted pursuant to the 2 immediately preceding paragraphs ("Tenant's Signs") shall be governed by the following terms and conditions:

(a) The exact design and manner of attachment of Tenant's Signs shall be subject to Landlord's prior approval. Tenant's Sign artwork shall be substantially similar to the artwork included in Exhibit B, annexed.

(b) Prior to ordering and installing Tenant's Signs, Tenant shall obtain (and thereafter, Tenant shall maintain in full force and effect) all necessary governmental permits and approvals.

(c) Tenant shall maintain Tenant's Signs in a good and sightly condition. At Landlord's option, Landlord shall maintain one or more of Tenant's Signs on Tenant's behalf, in which event Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection therewith.

(d) Upon the expiration or earlier termination of this Lease, Tenant shall remove Tenant's Signs and shall repair all damage resulting from the installation and/or removal of Tenant's Signs.

(e) Tenant shall indemnify and hold harmless Landlord from and against all loss, cost and expense (including, without limitation, attorneys' fees and court costs) resulting from injury or damage to persons or property in connection with Tenant's exercise of its rights under this clause B.

3.2 Alterations and Additions: This Section 3.2 shall apply before and during the Term. Tenant shall not make any structural alterations or additions to the Premises. Tenant shall not make any other alterations and additions to the Premises except in accordance with plans and specifications therefor first approved by Landlord. Said approval shall not be unreasonably withheld. Landlord shall not be deemed unreasonable for withholding approval of any alterations or additions which (a) involve or might affect any structural or exterior element of the Building, any area or element outside of the Premises, or any facility serving any area of the Building outside the Premises, or (b) will delay completion of the Premises or Building, or (c) will require unusual expense to readapt the Premises to normal retail use on Lease termination or increase the cost of construction or of insurance or taxes on the Building or of the services required of Landlord under this Lease unless Tenant first gives assurance acceptable to Landlord for payment of such increased cost and that such readaptation will be made prior to such termination without expense to Landlord. All alterations and additions shall be part of the Building unless and until Landlord shall specify the same for removal pursuant to (and to the extent permitted under) Section 5.2. All of Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by or for Landlord in the Building and in such manner as to maintain harmonious labor relations and not to damage the Building or the Shopping Center or interfere with Building construction or operation and, except for installation of furnishings, shall be performed by Landlord's general contractor or by contractors or workmen (including, without limitation, consultants, architects, engineers, contractors, subcontractors and materials suppliers) first approved by Landlord in its reasonable judgment. Except for work by Landlord's general contractor, Tenant before its work is started shall: secure all licenses and permits necessary therefor; deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to

be furnished by them and security satisfactory to Landlord protecting Landlord against liens arising out of the furnishing of such labor and material; and cause each contractor to carry workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than Two Million and 00/100 ($2,000,000.00) Dollars per occurrence, and property damage insurance with limits of not less than Five Hundred Thousand and 00/100 ($500,000.00) Dollars (all such insurance to be written in companies approved by Landlord and insuring Landlord and Tenant as well as the contractors), and to deliver to Landlord certificates of all such insurance. Tenant agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises and immediately to discharge any such liens which may to attach. Tenant shall pay, as Additional Rent, one hundred (100%) percent of any increase in real estate taxes, on the Shopping Center which shall, at any time after commencement of the Term, result from any alteration, addition or improvement to the Premises made by Tenant. Landlord shall provide documentation to show that the increase in Taxes is a result of Tenant's work and is separate from both work done by Landlord and customary annual increases. In the absence of such documentation, Tenant shall be liable for Tenant's Proportionate Share of Taxes, as provided in Section 2.7.

3.3 General Provisions Applicable to Construction: All construction work required or permitted by this Lease shall be done in a good and workmanlike manner with new first class materials at least equal in grade to Landlord's building standard materials and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Each party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects.

3.4 Tenant's Fit-Up: As used herein, Tenant' Fit-Up means Tenant's initial improvements to the Premises in preparation for its business operations. Within sixty (60) days following the Commencement Date, Tenant shall deliver to Landlord detailed plans and specifications (Tenant's Initial Plans") for Tenant's Fit-Up, prepared by a licensed architect. Within seven (7) days following Landlord's receipt of Tenant's Initial Plans, Landlord shall provide comments. Landlord and Tenant shall then cooperate in order to agree upon final plans and specifications, addressing Landlord's comments. Tenant's Fit-Up shall be performed substantially in accordance with the plans and specifications finally agreed upon by Landlord and Tenant.

Tenant's Initial Plans shall separately identify and describe its initial demolition work in the Premises. In addition to having the right to comment on Tenant's demolition plan, Landlord shall have the right to limit the demolition work performed prior to the Permit Receipt Date (as defined in Section 3.6, below). Except for such demolition work, no part of Tenant's Fit-Up shall be performed prior to the Permit Receipt Date. If Tenant elects to commence any demolition activities prior to the Permit Receipt Date, it shall first obtain and pay for a separate demolition permit.

3.5 Landlord's Contribution: Landlord shall make a contribution toward the cost of Tenant's Fit-Up. As used herein, "Tenant's Costs" means all "hard" (but not "soft") costs

incurred by Tenant in connection with Tenant's Fit-Up (including, without limitation, costs incurred in connection with the HVAC system serving the Premises), and "Landlord's Contribution" shall mean the lesser of (i) Tenant's Costs, as indicated by bills and other materials submitted to Landlord by Tenant; and (ii) $308,250.00 (i.e., $50 x 6,165). Landlord's Contribution shall be delivered to Tenant not later than ten (10) days following the last to occur of (i) the Rent Commencement Date, (ii) the date of issuance of a permanent certificate of occupancy for Tenant's Fit-Up and (iii) the date on which Tenant delivers to Landlord (x) evidence of Tenant's Costs and (y) copies of final contractor, subcontractor and supplier lien waivers for all of Tenant's Costs in form and substance as reasonably required by Landlord. However, at Landlord's option, Landlord's Contribution shall be applied first toward satisfaction of any monetary obligations of Tenant which are then due and owing hereunder.

3.6 Permits: As used herein, (i) the "Permits" means all governmental permits and approvals required in order to permit Tenant to engage in the Permitted Uses and (ii) the "Permit Receipt Date" means the date on which (x) all of the Permits have been issued, (y) all appeals have been dismissed with prejudice and (z) no further appeals are permitted. Following the execution of this Lease, Tenant shall apply for the Permits, and Tenant shall pursue such applications diligently to completion. (Without limitation, Tenant agrees that it will retain George Giunta, sq. as its permitting counsel (including for sign permits) and Vanasse & Associates, Inc. (Jeff Dirk) as its traffic and parking consultant.) Landlord shall cooperate reasonably with Tenant in its efforts to obtain the Permits, but Tenant shall reimburse Landlord for all out-of-pocket costs and expenses incurred by Landlord in so doing. Tenant shall keep Landlord apprised of the progress of its efforts to obtain the Permits, and will provide copies of the Permits to Landlord as the same are obtained. If the Permit Receipt Date has not occurred within 180 days following the Commencement Date (the "Outside Permit Date"), then either party shall have the right to terminate this Lease by giving notice to the other party within thirty (30) days following the Outside Permit Date; provided, however, that Tenant shall have the right to terminate this Lease only if it has acted diligently and in good faith to obtain the Permits. If this Lease is so terminated, then the Security Deposit shall be returned to Tenant and the parties shall have no further rights or obligations hereunder, subject to the following: (i) to the extent that Tenant has not already done so, Tenant shall reimburse Landlord for all costs incurred under this paragraph, (ii) Tenant shall remove all of its property (if any) from the Premises; and (iii) if Tenant has performed any demolition work in the Premises, then (x) Tenant shall remove any trash and debris from the Premises, leaving the same in broom-clean condition, and (y) Tenant shall provide to Landlord reasonably satisfactory evidence that all costs incurred in connection with such demolition work have been paid. Landlord may retain the Security Deposit until Tenant has complied with the immediately preceding sentence and may use the Security Deposit in order to remedy any failure of compliance.

ARTICLE IV

LANDLORD'S REPAIRS; INTERRUPTIONS AND DELAYS

4.1 Landlord's Repairs: Landlord agrees to make all necessary repairs or alterations to the property which Landlord is required to maintain, as hereinafter set forth. The property which Landlord is required to maintain is the parking areas, pylon sign(s) and other exterior common

areas of the Shopping Center, the foundation, roof, exterior walls, structural columns and structural beams of the Building, and all utility pipes, lines and conduits located outside the Premises and which serve the Premises; provided, however, that Tenant shall be solely responsible for the repair and maintenance of the heating and air conditioning system which serves the Premises (whether or not situated therein). Notwithstanding the foregoing, if any of the repairs or alterations to be made by Landlord pursuant to the provisions of this Lease shall be made necessary by reason of repairs, installations, additions or improvements made by Tenant or anyone claiming under Tenant, by reason of the fault or negligence of Tenant or anyone claiming under Tenant, by reason of a default in the performance or observance of any agreements, conditions or other provisions on the part of Tenant to be performed or observed, or by reason of any special use to which the Premises may be put, Tenant shall make all such repairs or alterations as may be necessary (or, at Landlord's option, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in making such repairs or alterations). Landlord shall not be deemed to have committed a breach of any obligation to make repairs or alterations or perform any other act unless it shall have received notice from Tenant designating the particular repairs or alterations needed or the other act of which there has been failure of performance and shall have failed to make such repairs or alterations or performed such other act within a reasonable time after the receipt of such notice; and Landlord's liability shall be limited to the cost of making such repairs or alterations or performing such other act. As used in this Lease, the expression "exterior walls" does not include glass, windows, doors, window sashes or frames, doorframes or the storefront of the Premises, all of which shall be the Tenant's responsibility. Landlord shall exercise good faith efforts to avoid any unreasonable interference with Tenant's business operations.

4.2 Quiet Enjoyment: Tenant, on paying the rent and performing the Tenant obligations in this Lease, shall peacefully and quietly have, hold and enjoy the Premises without interference or molestation by anyone claiming by, through or under Landlord, subject to all the terms and provisions hereof.

4.3 Interruption and Delays in Services and Repairs, Etc.: Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from power shortage or from the necessity of Landlord or its agents entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Shopping Center however the necessity may occur. However, if (i) repairs materially interfere with the business of Tenant, (ii) such material interference continues for fifteen (15) days and (iii) the necessity for such repairs is not the result of negligence or other wrongdoing by Tenant or its employees, agents or contractors, then, beginning with the 16th day of such interference and continuing until the material interference has ended, Tenant shall be entitled to a reduction of its Monthly Rent obligation in a proportion corresponding to the extent of interference with Tenant's business. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control ("force majeure," which term shall include any action by Tenant), Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in Section 6.1, shall Tenant be entitled to any abatement or reduction of rent

by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

Landlord reserves the right to stop any service or utility system, when necessary, by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof. Landlord also reserves the right to institute such policies, programs and measures as may be necessary, required or expedient for the conservation or preservation of energy or energy services or as may be necessary or required to comply with applicable codes, rules, regulations or standards.

ARTICLE V

TENANT'S COVENANTS

Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises:

5.1 Payments: To pay when due all Annual Rent and Additional Rent and all charges for additional services provided to Tenant by Landlord at Tenant's request.

5.2 Repair and Yield Up: Tenant agrees that it will during the Term of this Lease make all repairs (which term shall include replacement, as and when necessary, of any item which can not be repaired) and alterations to the property which Tenant is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in good repair and condition or which may be required by any laws, ordinances, regulations or requirements of any public authorities having jurisdiction. The property which Tenant is required to repair and maintain in good order and condition is the Premises and every part thereof including but without limitation, all utility pipes, lines and conduits located within the Premises, and all utility fixtures and equipment located within the Premises or within the Building (in particular the heating and air conditioning system) which serve the Premises, all walls, ceilings, floors and doors, plate glass/windows, window sashes and frames, door frames and the store front of the Premises. (Landlord agrees that Tenant shall have a reasonable right of access to the roof and other common areas of the Shopping Center, to the extent necessary to permit Tenant to comply with its obligations as provided in the immediately preceding sentence; provided, however, that Tenant shall reimburse Landlord for all damage to the common areas of the Shopping Center resulting from such activities.) Notwithstanding the foregoing, Tenant shall not be under any obligation to make any repairs or alterations to the property which Landlord is required to maintain, except to the extent provided in Section 4.1, above. Tenant specifically agrees to replace all glass damaged with glass of the same kind and quality, and Tenant shall maintain plate glass insurance throughout the Term. Tenant also agrees to paint, varnish and otherwise redecorate the Premises when required to keep the Premises attractive in appearance. Tenant further agrees that it will obtain and maintain in full force and effect a heating and air conditioning equipment service contract which shall provide for inspection and maintenance of the heating and air conditioning

equipment serving the Premises biannually (or more often in order to be consistent with the actions of prudent operators of similar premises) and for service as needed. Said contract shall be made with reputable contractor and shall be subject to Landlord's approval. Copies of said contract(s) and any renewals and/or replacements thereof shall be delivered to Landlord. Finally, Tenant agrees that it shall give Landlord not less than five (5) days' notice of any occasion when Tenant or its agents, employees or contractors propose to go upon the roof of the Building for the purpose of making repairs or alterations or for any other purpose whatsoever. Tenant shall indemnify Landlord against the cost of any repairs resulting from the presence of Tenant or its agents, employees or contractors upon the roof, and shall take all necessary precautions to avoid such damage. Furthermore, Tenant shall undertake no action which would invalidate or limit any then-existing warranty concerning the roof.

At the expiration or termination of this Lease, Tenant shall deliver to Landlord all keys to the Premises or any part thereof and peaceably yield up the Premises in good order, repair and broom clean condition, reasonable wear and tear and damage by insured casualty excepted, first removing all goods and effects of Tenant.

Any alterations, additions or improvements in, on, or to the Premises made or installed by Tenant ("Alterations") shall become a part of the realty and belong to Landlord without compensation to Tenant upon the expiration or sooner termination of this Lease, at which time title shall pass to Landlord as if by a bill of sale, unless Landlord elects otherwise and notifies Tenant that it must remove any or all of the Alterations (provided, however, that if Tenant so requests of Landlord in writing at the time that it seeks Landlord's approval of any Alteration, Landlord may require the removal of such Alteration only if, when giving such approval, Landlord notifies Tenant, in writing, that it reserves the right to require such removal). Notwithstanding the foregoing, any and all trade equipment (including but not limited to restaurant equipment, trade fixtures, furniture, data lines, inventory, business equipment, wires and cables, and other personal property of Tenant) shall remain Tenant's property and shall be removed by Tenant prior to the expiration of this Lease, or in the event of a sooner termination of this Lease then within thirty (30) days following such termination (in which case, Tenant shall pay a use and occupancy charge for such thirty (30)-day period equal to the amounts of Rent and Additional Rent it was paying during the last full calendar month immediately preceding the termination of this Lease (pro-rated on a daily basis). If not so removed by the date of expiration of the Term or within 30 days following the earlier termination of this Lease, then such trade equipment shall be deemed abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for the same, and, at Landlord's option, shall automatically be deemed to be the property of Landlord.

The removal of Tenant's property or Alterations as required hereunder shall be performed by Tenant at its sole cost and expense, and Tenant shall repair any damage to the Premises or the Property resulting from such removal. In the event Tenant fails to complete such removal and repair, Landlord may do so on Tenant's behalf, and Tenant shall reimburse Landlord, on demand, for all costs incurred by Landlord in so doing (including, without limitation, all costs of disposal).

5.3 Use; Keep Open; Restaurant Activities; Trash: Continuously from the commencement of the Term to use and occupy the Premises for the Permitted Uses, and not to injure or deface the Premises, Building or any other portion of the Shopping Center, nor to permit in the Premises any auction sale or inflammable fluids or chemicals, or nuisance, or the emission from the Premises of any objectionable noise or odor, nor to use or devote the Premises or any part thereof for any purpose other than the Permitted Uses, nor any use thereof which is inconsistent with the maintenance of the Shopping Center as a Shopping Center of the first class in the quality of its maintenance, use and occupancy, or which is improper, offensive, contrary to law or ordinance or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Shopping Center. Tenant shall operate its business – fully staffed and stocked and available for customers – at least during the Minimum Operating Hours specified in Section 1.1. Tenant shall have the right to operate its business during additional hours, so long as the same is permitted under applicable law and Tenant has obtained all necessary permits and approvals from any and all authorities having jurisdiction.

In light of the fact that Tenant will operate a restaurant in the Premises, the following provisions shall apply:

1. Tenant shall take care that the plumbing system is maintained and that there are deposited therein only the materials for which such system was designed (e.g., water, but not grease). Grease and other waste materials shall be disposed of, at Tenant's expense, in a commercially reasonable and lawful manner.
2. Tenant shall prevent odors from disturbing other occupants of the Shopping Center or their customers, and, if necessary, shall install and maintain a venting system.
3. Tenant shall act diligently to avoid the presence of pests, and shall arrange for periodic treatment of the Premises by a reputable pest control company. Without limitation, any Waste (as defined below) in the Premises shall be kept in covered containers, and all Waste shall be removed daily and placed in containers as provided below.
4. Tenant shall install and maintain grease traps and fire suppression systems, to the extent required by applicable law; and Tenant shall diligently maintain such grease traps and fire suppression systems (including periodic inspection and servicing by reputable contractors approved by Landlord).
5. Tenant shall take care that the sidewalk immediately outside the Premises is free of trash and debris.

As used herein, (i) "Tenant Responsibility Waste" means waste cooking oil, compost, any recycling other than corrugated cardboard, all waste products generated by Tenant or parties acting on behalf of Tenant prior to the date on which Tenant opens the Premises for business serving the public and all waste products generated in connection with any alterations or improvements to the Premises made by or on behalf of Tenant following the date on which Tenant opens the Premises for business serving the public; (ii) "Landlord Responsibility Waste" means all waste products generated in connection with the operation of the Premises other than Tenant Responsibility Waste; and (iii) "Waste" means, collectively, Tenant Responsibility Waste and Landlord Responsibility Waste. Landlord shall designate a location in the common areas of the Shopping Center for the placement of waste containers (the "Waste Container Storage

Area"). The initial location of the Waste Container Storage Area is shown on Exhibit A. Landlord shall have the right to reasonably re-locate the Waste Container Storage Area from time to time, by notice to Tenant. Landlord shall arrange for containers for Landlord Responsibility Waste to be placed in the Waste Container Storage Area, and Tenant shall arrange for containers for Tenant Responsibility Waste to be placed in the Waste Container Storage Area. Tenant shall place all Waste in the appropriate containers in the Waste Container Storage Area. No Waste shall be stored outside the Premises prior to being placed in the appropriate container, and Tenant shall reimburse Landlord for the cost of removal of any Waste which is not properly deposited by Tenant. Tenant shall arrange for periodic (in accordance with prudent business practice) emptying (or replacement) of the containers for Tenant Responsibility Waste by a reputable contractor. (At Landlord's request from time to time, Tenant shall provide Landlord with copies of its waste removal contract(s).) The cost of removal and/or replacement of containers for Tenant Responsibility Waste shall be born solely by Tenant. Landlord shall arrange for periodic (in accordance with prudent business practice) emptying (and/or replacement) of the containers for Landlord Responsibility Waste by a reputable contractor. The cost removal and/or replacement of containers for Landlord Responsibility Waste shall not be included in Operating Costs charged to Tenant as provided in Section 2.6, above. Instead, Tenant shall contribute to such cost by making payment to Landlord, as additional rent, of $13,442 per annum. Such payment shall be made in equal monthly installments of $1,120.17 (and proportionately at such rate for any partial month), at the times, and in the manner, set forth herein for payment of Monthly Rent. Such payment obligation shall commence when Tenant opens the Premises for business serving the public. The payment referred to herein shall be adjusted from time, so that Tenant shall reimburse Landlord for the cost incurred by Landlord for removal (and/oror replacement) of the trash container and the corrugated cardboard container two times per week.

5.4 Obstructions; Items Visible From Exterior; Rules and Regulations: Not to obstruct in any manner any portion of the Building not hereby leased or any portion thereof or of the Shopping Center used by Tenant in common with others; not without prior consent of Landlord to permit the painting or placing of any signs on doors or any signs, curtains, blinds, shades, awnings, aerials or flagpoles, or the like, visible from outside the Premises; and to comply with all reasonable Rules and Regulations now or hereafter made by Landlord, of which Tenant has been given notice, for the care and use of the Building and Shopping Center and their facilities and approaches. Tenant understands and agrees that such Rules and Regulations are necessary in order to maintain a high-quality shopping center and Tenant agrees to comply with all such Rules and Regulations upon notice to Tenant from Landlord or upon the posting of same in such place within the Shopping Center as Landlord may designate. However, Landlord shall bear no liability as a result of the failure of any other tenant of the Shopping Center to comply with any of the Rules and Regulations which may have been established by Landlord from time to time. In the event of any breach of any such Rules and Regulations, Landlord shall have all remedies in this Lease provided for default of Tenant.

5.5 Safety Appliances; Licenses: To keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant, and to procure and maintain in full force and effect all licenses and permits so required because of such use and, if requested by Landlord, to do any work so required because

of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Uses. Without limitation, Tenant shall obtain and maintain in full force and effect all licenses and permits required in order to permit Tenant to engage in the Permitted Uses at the Premises.

~~5.6~~ Assignment; Sublease: Not without prior consent of Landlord to assign, mortgage, pledge or otherwise transfer this Lease or to make any sublease, or to permit occupancy of the Premises or any part thereof by anyone other than Tenant; any assignment or sublease made without such consent shall be void; as Additional Rent, Tenant shall reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting; no assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee); and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance.

Landlord's consent to an assignment or sublease shall automatically be deemed to have been given, so long as Tenant provides Landlord with at least 30 days' advance notice of the assignment or sublease, if the assignee or subtenant is (i) a parent, subsidiary or "brother-sister" entity with respect to Tenant or (ii) the purchaser of all or substantially all of the assets of Tenant.

Landlord's consent to a proposed assignment or sublease shall not be unreasonably withheld or delayed. Without limitation, Landlord shall not be deemed to be unreasonable in withholding its consent if (i) the proposed assignee or subtenant is not of sound financial condition or does not have a sound business reputation, or (ii) the proposed assignee or subtenant or its principals do not have at least five (5) years' of applicable operational experience business reputation; or (iii) the proposed subtenant or assignee proposes to use the Premises (or any portion thereof) in a manner which will be materially more burdensome to the Shopping Center (including, without limitation, the parking areas of the Shopping Center) and its occupants than the manner of Tenant's use of the Premises; (iv) Landlord is willing and able to make available to the proposed assignee or subtenant premises in the Building of similar size and utility to the Premises (or, in the case of a sublease of a portion of the Premises, that portion of the Premises which is proposed to be subleased), or (v) Tenant proposes to sublease less than the entire Premises. Tenant shall promptly provide Landlord with such materials and information as Landlord may reasonably require in order to reach an informed decision under this Section 5.6.

Following any assignment or sublease (except for an assignment or sublease as to which Landlord's consent is automatically deemed to have been given, as provided above), Tenant shall pay to Landlord, as Additional Rent, fifty (50%) percent of the amount (if any) by which rental and all other payments due from the assignee or sublessee to Tenant exceed, for the corresponding period, Tenant's rental and other periodic monetary obligations hereunder. Such comparison shall be made on a pro rated basis, in the case of a sublease of a portion of the Premises.

5.7 Indemnity; Insurance: To defend with counsel first approved by Landlord, save harmless, and indemnify Landlord from any liability for injury, loss, accident or damage to any

person or property, and from any claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees), (i) arising from (a) the omission, fault, willful act, negligence or other misconduct of Tenant or (b) any use made or thing done or occurring on the Premises not due to the omission, fault, willful act, negligence or other misconduct of Landlord, or (ii) resulting from the failure of Tenant to perform and discharge its covenants and obligations under this Lease; and to maintain in responsible companies qualified to do business, and in good standing in Massachusetts, public liability insurance covering the Premises, insuring Landlord as well as Tenant with limits which shall, at the commencement of the Term, be at least equal to those stated in Section 1.1 and from time to time during the Term shall be for such higher limits, if any, as are customarily carried in the area of the Shopping Center with respect to similar properties, and workmen's compensation insurance with statutory limits covering all of Tenant's employees working in the Premises, and to deposit promptly with Landlord certificates for such insurance, and all renewals thereof, bearing the endorsement that the policies will not be canceled or materially amended until after twenty (20) days' written notice to Landlord.

5.8 Personal Property at Tenant's Risk: That all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Building or the Shopping Center, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or be borne by Landlord, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant or to any other person, for any injury, loss, damage or liability to the extent such indemnity, hold harmless or exoneration is prohibited by law or to the extent that such damage is caused by the negligence or other tortious action or inaction of Landlord.

5.9 Right of Entry: To permit Landlord and its agents: to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or replacements Landlord may deem necessary; to remove, at Tenant's expense, any alterations, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the Premises to prospective tenants during the twelve (12) months preceding expiration of the Term and to prospective purchasers and mortgagees at all reasonable times. Tenant shall provide Landlord with a set of keys to the Premises, in order to afford emergency access to the Premises during non-business hours. Landlord shall provide Tenant at least 48 hours' notice of any entry to the premises except in the case of emergency. Such notice may be given orally or in writing to Tenant's on-site manager.

5.10 Floor Load; Prevention of Vibration and Noise; Utilities Systems: Not to place a load upon the Premises exceeding a rate of fifty (50) pounds of live load per square foot; and not to place or move any safe, vault or other heavy equipment in, about or out of the Premises except in such manner and at such time as Landlord shall in each instance authorize; Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other space in the Building shall be so installed, maintained and

used by Tenant as to eliminate such vibration or noise. Tenant shall not overload the utilities systems serving the Premises. Without limitation, if Landlord shall determine that Tenant's use of the Premises overloads the utilities systems serving the Premises, then Landlord shall have the right to install such additional facilities as Landlord may reasonably determine in order to support Tenant's activities, and Tenant shall reimburse Landlord for the cost of obtaining and installing such additional facilities. Such determination shall be supported by a report from an appropriate professional company in the business of such equipment or utility.

5.11 Security; Exterior Lighting: To comply with all such reasonable measures as Landlord may deem advisable for the security of the Building and its occupants, including, without limitation, the evacuation of the Building for cause or suspected cause, or for drill purposes, and the temporary denial of access to the Building.

If Tenant is open for business during hours in addition to the Minimum Operating Hours, then Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in lighting and maintaining the parking areas of the Shopping Center during such additional hours. If other occupants of the Shopping Center are open for business during such additional hours, then such cost shall be allocated fairly by Landlord among Tenant and such other occupants.

5.12 Personal Property Taxes: To pay promptly when due all taxes which may be imposed upon personal property (including, without limitation, fixtures and equipment) in the Premises to whomever assessed.

5.13 Payment of Litigation Expenses: If either party engages in legal proceedings in order to enforce its rights hereunder, the prevailing party in such proceedings shall be reimbursed by the other party for all attorney's fees and other costs and expenses incurred by the prevailing party in connection therewith. The parties shall request that the trier of fact determine which is the prevailing party.

5.14 Tenant Holdover: To pay to Landlord two (2) times the greater of (i) the then fair market rent as conclusively determined by Landlord or (ii) the total of the Monthly Rent and Additional Rent then applicable, for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and also to pay all damages sustained by Landlord on account thereof. The provisions of this paragraph shall not operate as a waiver by Landlord of its right of re-entry provided in this Lease, and any such holding over shall be deemed to constitute a tenancy at sufferance, even if Landlord accepts any payment therefor. However, at the option of Landlord exercised by a written notice given to Tenant while such holding over continues, such holding over shall constitute an extension of this Lease for a period of one (1) year.

5.15 Hazardous Waste: Tenant shall not use any portion of the Premises for the use, generation, treatment, storage or disposal of "oil", "hazardous material", Hazardous wastes", or "hazardous substances" (collectively, the "Materials"), as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, the Resource Conversation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., as amended, and the regulations promulgated thereunder, and all applicable state and local

laws, rules and regulations (now or hereafter in effect), including, without limitation, Massachusetts General Laws, Chapters 21C and 21E (the "Superfund and Hazardous Waste Laws"), without the express written prior consent of Landlord and, if required, its mortgagees, and then only to the extent that the presence of the Materials is (i) property licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions stated in said prior written approvals by the Landlord or its mortgagees. Tenant shall promptly provide Landlord with copies of all notices received by it, including, without limitation, any notice of violations, notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Materials in or about the Premises, Building or Shopping Center. In the event of any release of Materials upon the Premises, Building or Shopping Center, or upon adjacent lands, if caused by Tenant or its agents, representatives or those claiming under Tenant, as defined in the Superfund and Hazardous Waste Laws, Tenant shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify, defend and hold the Landlord harmless from and against all loss, costs, liability and damage, including attorneys' fees and the cost of litigation, arising from the presence or release of any Materials caused by Tenant or its agents, representatives of those claiming under Tenant in or on the Premises, Building or Shopping Center, or upon adjacent lands. Nothing herein shall be deemed to prohibit the lawful use of customary cleaning materials and office supplies, provided the same are stored and used in a lawful manner.

ARTICLE VI

CASUALTY AND TAKING

6.1 Termination or Restoration; Rent Adjustment: In case during the Term all or any substantial part of the Premises or the Shopping Center are damaged materially by fire or other casualty or by action of public or other authority in consequence thereof, or are taken by eminent domain or Landlord receives compensable damage by reason of anything lawfully done in pursuance of public or other authority, this Lease shall terminate at Landlord's election, which may be made notwithstanding Landlord's entire interest may have been divested, by notice given to Tenant within ninety (90) days after such event, specifying the effective date of termination. (As used herein, "material damage to all or a part of the Premises or the Shopping Center" shall mean damage which, in Landlord's reasonable judgment, cannot be substantially restored within 120 days following the date of commencement of restoration. The effective date of termination specified by Landlord shall not be less than thirty (30) nor more than sixty (60) days after the date of notice of such termination. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect following any such damage or taking, subject, however, to the following provisions. If this Lease is not so terminated, Landlord shall use due diligence (following the expiration of the period in which Landlord may terminate this Lease pursuant to the foregoing provisions of this Section 6.1) to put the Premises, or in case of taking what may remain thereof (excluding in case of both casualty and taking any furniture, fixtures or personal property of Tenant, and any items installed or paid for by Tenant which Tenant may be required to remove pursuant to Section 5.2), into proper condition for use and occupation and a just proportion of the Monthly Rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been put by Landlord in such condition;

and in case of a taking which permanently reduces the area of the Premises, a just proportion of the Monthly Rent and Additional Rent shall be abated for the remainder of the Term. In performing any restoration, Landlord shall not be required to expend amounts in excess of the insurance proceeds or eminent domain awards received by Landlord on account of the damage to be restored.

6.2 Eminent Domain Damages Reserved: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises and the Shopping Center and the leasehold hereby created, or any one or more of them, occurring by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time-to-time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.

6.3 Temporary Taking: In the event of any taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby and rent shall not abate, and (ii) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Section 5.2 with respect to surrender of the Premises and upon such payment shall be excused from such obligations.

ARTICLE VII

DEFAULT

7.1 Events of Default: If any default by Tenant continues after notice, in case of Monthly Rent or Additional Rent for more than the Rent Grace Period (as defined below), or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it cannot reasonably be cured in thirty (30) days; or if Tenant or any guarantor of any of Tenant's obligations under this Lease makes any assignment for the benefit of creditors, or files a petition under any provision or chapter of any bankruptcy or insolvency law; or if such petition filed against Tenant or such guarantor is not dismissed within sixty (60) days; or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and is not returned to Tenant within sixty (60) days; or if such leasehold is taken on execution or other process of law in any action against Tenant -- then in any such case, whether or not the Term shall have begun, Landlord may immediately, or at any time while such default exists and without further notice, terminate this Lease by notice to Tenant, specifying a date not less than ten (10) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Lease Term, and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. As used above, the "Rent Grace Period" shall mean: (i) in the first occasion on which Monthly Rent or Additional Rent is not paid when due – thirty (30) days; and

(ii) on any occasion thereafter on which Monthly Rent or Additional Rent is not paid when due – fifteen (15) days.

7.2 Damages: In the event that this Lease is terminated under any of the provisions contained in Section 7.1 or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, the then present value (computed by use of a discount rate designated by Landlord in its reasonable discretion) of the excess of the total rent reserved for the residue of the Lease Term over the rental value of the Premises for said residue of the Lease Term. In calculating the rent reserved, there shall be included, in addition to the Monthly Rent and all Additional Rent, the value of all other consideration agreed to be paid or performed by Tenant for said residue. Tenant further covenants as an additional and cumulative obligation after any such ending to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant under the next foregoing covenant, Tenant shall be credited with any amount paid to Landlord as compensation as in this Section 7.2 provided and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof, for a term or terms which may, at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Lease Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) at Tenant's cost, make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

In lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 7.2, Landlord may, by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in Section 7.1 or is otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the Monthly Rent and Additional Rent accrued under Section 2.5, 2.6 and 2.7 in the twelve (12) months ended next prior to such termination, plus the amount of Monthly Rent and Additional Rent of any kind accrued and unpaid at the time of termination, plus legal expenses due under Section 5.13, and less the amount of any recovery by Landlord under the foregoing provisions of this Section 7.2 up to the time of payment of such liquidated damages.

Landlord shall use commercially reasonable efforts to mitigate its damages resulting from Tenant's default hereunder.

Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an

amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than, equal to, or less than the amount of the loss or damages referred to above.

7.3 Landlord's Default: If Landlord fails to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed, and if such failure is not remedied within thirty (30) days after receipt of written notice from Tenant specifically describing such default (or, when more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after receipt of written notice thereof from Tenant), said failure shall constitute a default by Landlord under this Lease, on account of which Tenant shall have the right to exercise all remedies available at law or in equity.

ARTICLE VIII

MISCELLANEOUS

8.1 Security Deposit: Not later than the last day of the 36th full calendar month following the Commencement Date, Tenant shall deliver to Landlord the Security Deposit. The Security Deposit shall be held by Landlord, without interest, as security for the full and timely performance of Tenant's obligations under the terms of this Lease. In the event that Tenant defaults in respect of any of its obligations hereunder, Landlord shall have the right to apply the whole or any portion of the Security Deposit toward payment of any amount in default or in reduction of any damages Landlord might incur as a result of said default and such use or application by Landlord shall be without prejudice of any other remedy Landlord may have under this Lease or otherwise at law or in equity. If Landlord applies the Security Deposit or any portion thereof as aforesaid, Tenant shall, upon Landlord's request, promptly replace the amount applied in order to restore the Security Deposit to its original amount.

8.2 Notice of Lease; Consent or Approval; Notices; Bind and Inure; Landlord's Estate: The titles of the Articles are for convenience only and not to be considered in construing this Lease. Tenant agrees not to record this Lease, but upon request of either party, both parties shall execute and deliver a notice of this Lease, in form appropriate for recording or registration, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination. Whenever Tenant requests Landlord's approval or consent as required under this Lease, Tenant shall reimburse Landlord for all reasonable out-of-pocket costs and expenses incurred by Landlord in retaining consultants to assist in Landlord's determination, without regard to whether Landlord grants the approval or consent requested. Whenever any notice, approval, consent, request or election is given or made pursuant to this Lease it shall be in writing. Communications and payments shall be addressed if to Landlord at Landlord's Address or at such other address as may have been specified by prior notice to Tenant; and if to Tenant at Tenant's Address or at such other place as may have been specified by prior notice to Landlord. (The preceding two (2) sentences are subject to the provisions of Sections 2.3 and 5.9, above.) Any communication so addressed shall be deemed duly served if mailed by registered or certified mail, return receipt requested. If Landlord by notice to Tenant at any time designates

some other person to receive payments or notices, all payments or notices thereafter by Tenant shall be paid or given to the agent designated until notice to the contrary is received by Tenant from Landlord. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for obligations accruing during or prior to the period of its ownership. It is specifically understood and agreed that there shall be no personal liability of the Landlord or any joint venturer, tenant, partner, trustee, shareholder, manager, member, beneficiary or holder of a beneficial interest under any of the provisions hereof or arising out of the use or occupation of the Premises by Tenant. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the then equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies, and it is expressly understood and agreed that Landlord's liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the loss of such equity interest.

8.3 Landlord's Failure to Enforce: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the Rules and Regulations referred to in Section 5.4, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant of the Shopping Center be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Monthly Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, or by Tenant, unless such waiver is in writing signed by the party to be charged. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

8.4 Acceptance of Partial Payments of Rent; Delivery of Keys: No acceptance by Landlord of a lesser sum than the Monthly Rent and Additional Rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

8.5 Cumulative Remedies: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

8.6 Partial Invalidity: If any term of this Lease, or the application thereof, to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

8.7 Self-Help: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. Except in the case of emergency, such right shall not be exercised until the expiration of the applicable period of grace. As used herein, an emergency shall be deemed to exist if, in Landlord's good faith judgment, prompt remedy of a condition is necessary in order to avoid risk of (i) injury or damage to persons or property, (ii) interference with the business operations of other occupants of the Shopping Center, (iii) default under any mortgage or any other interference with Landlord's interest in the Property, (iv) institution of civil or criminal penalty, or (v) absence of any insurance coverage which Tenant is required to maintain hereunder. In performing such obligation, Landlord may make any good faith payment of money or perform any other good faith act. All sums so paid by Landlord (together with interest at the Default Rate) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

8.8 Tenant's Estoppel Certificate: Tenant agrees from time to time, upon not less than ten (10) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement, in writing, certifying that this Lease is unmodified and in full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Monthly Rent and Additional Rent and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that the same are in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Monthly Rent, Additional Rent and other charges have been paid. Such statement shall be in such form as Landlord may reasonably require. Any such statement delivered pursuant to this Section 8.8 may be relied upon by any prospective purchaser or mortgagee of the Premises or any prospective assignee of any mortgagee of the Premises.

8.9 Waiver of Subrogation: Any insurance carried by either party with respect to the Premises or property therein or occurrences thereon shall, if it can be so written without additional premium or with any additional premium which the other party agrees to pay, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by such insurance to the extent of the indemnification received thereunder.

8.10 All Agreements Contained: This Lease contains all of the agreements of the parties with respect to the subject matter thereof and supersedes all prior dealings between them with respect to such subject matter.

8.11 Brokerage: Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than the Brokers, if any, identified in Section 1.1 (the "Brokers"). Landlord covenants to defend with counsel approved by Tenant, hold harmless and indemnify Tenant from and against any and all cost, expense or liability for (i) any compensation, commissions and charges claimed by any broker or agent other than the Brokers with respect to Landlord's dealings in connection with this Lease or the negotiation thereof, and (ii) any compensation, commissions and charges claimed by the Brokers in connection with this Lease or the negotiation thereof. Tenant covenants to defend with counsel approved by Landlord, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent other than the Brokers with respect to Tenant's dealings in connection with this Lease or the negotiation thereof. The provisions of this Section 8.11 shall survive the expiration or earlier termination of this Lease.

8.12 Submission Not an Option: The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option of the Premises or an offer to lease.

8.13 Financial Reports: Within 30 days following the request of Landlord, Tenant shall provide a report of its financial condition, in reasonable detail, including assets, liabilities and gross sales during the immediately preceding sentence. Such request may not be made more often than annually, except that such request may also be made at any time when tenant is in default in the performance of its monetary obligations under this Lease.

ARTICLE IX

RIGHTS OR PARTIES HOLDING PRIOR INTERESTS

9.1 Lease Subordinate: It is agreed that the rights and interest of Tenant under this Lease shall be (i) subject or subordinate to any present or future mortgage or mortgages and to any and all advances to be made thereunder, and to the interest of the holder thereof in the Shopping Center or any property of which the Premises are a part if Landlord shall elect by notice to Tenant to subject or subordinate the rights and interest of Tenant under this Lease to such mortgage or (ii) prior to any present or future mortgage or mortgages, if Landlord shall elect, by notice to Tenant, to give the rights and interest of Tenant under this Lease priority to such mortgage; in the event of either of such elections and upon notification by Landlord to that effect, the rights and interest of Tenant under this Lease should be deemed to be subordinate to, or have priority over, as the case may be, said mortgage or mortgages, irrespective of the time of execution or time of recording of any such mortgage or mortgages (provided that, in the case of subordination of this Lease to any future mortgages, the holder thereof agrees not to disturb the possession of Tenant except under the conditions under which, pursuant to the terms of this

Lease, Landlord would have had the right to disturb such possession). Tenant agrees it will, upon not less than ten (10) days' prior written request by Landlord, execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination or priority. Tenant also agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument requested by Landlord, Landlord may, in addition to any other remedies available to it, execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant and in Tenant's name; and Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact, coupled with an interest with full power of substitution, and in its name, place and stead so to do. Any Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the holder deems appropriate.

9.2 Modification, Termination or Cancellation; Advance Payments of Rent: No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to by Landlord's mortgagees of record, if any. No Monthly or Additional Rent, or any other charge shall be paid more than thirty (30) days prior to the due date thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee) be a nullity as against any mortgagee and Tenant shall be liable for the amount of such payments to such mortgagee.

9.3 Rights of Holder to Notice of Defaults by Landlord and to Cure Same: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter; but nothing contained in this Section 9.3 shall be deemed to impose any obligation on any such mortgagees to correct or cure any condition. "Reasonable time" as used herein means and includes a reasonable time to obtain possession of the mortgaged premises if the mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

9.4 Implementation of Article IX: Tenant agrees on request of Landlord to execute and deliver from time to time any agreement which may reasonably be deemed necessary to implement the provisions of this Article IX.

[Signatures continue on next consecutive page.]

EXECUTED as a sealed instrument in four or more counterparts on the day and year first above written.

LANDLORD:

South Street 4414 Holdings LLC
By The Grossman Companies, Inc., its Manager

By: _____
David Grossman
Its Authorized Signatory

TENANT:

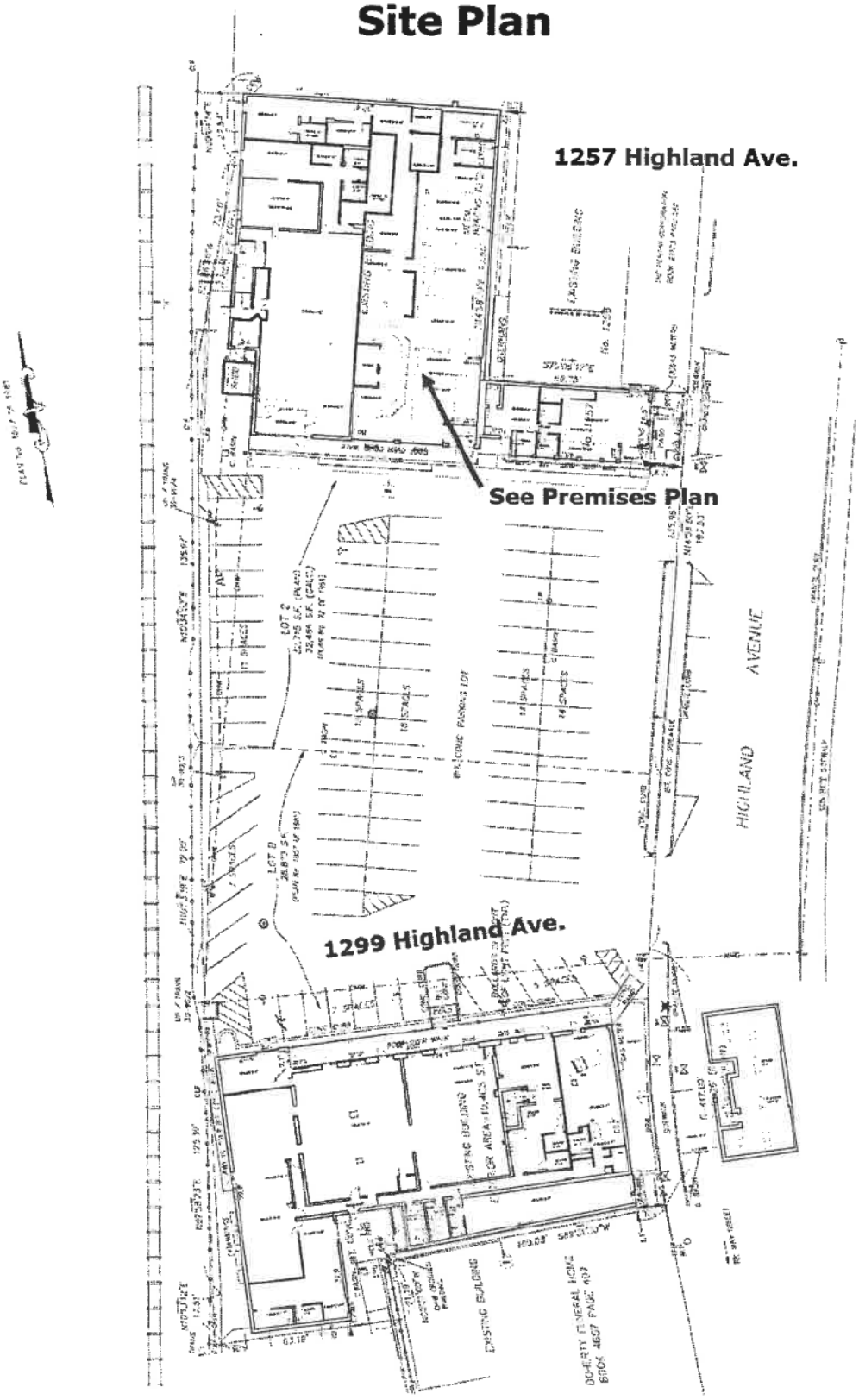
Needbobcon, Inc.

By: _____
Name: Robert D. Conrad
Its President
Hereunto duly authorized

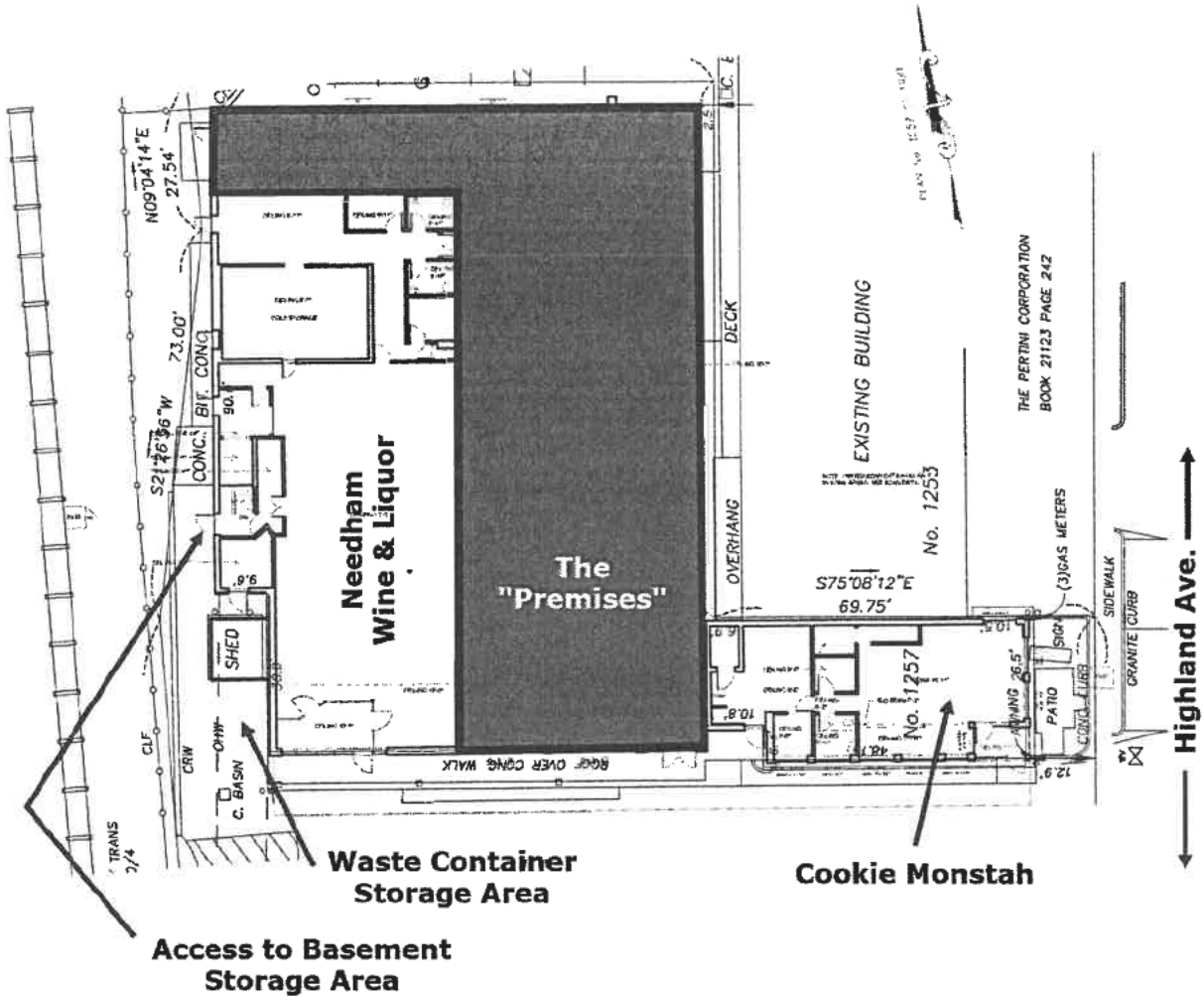
EXHIBIT A

Site, Premises and Basement Floor Plans

1257 - 1299 Highland Ave.
Site Plan



+/-6,165 RSF Premises
at:
1257 Highland Ave.



Basement Plan
1257 Highland Ave.

North (called)

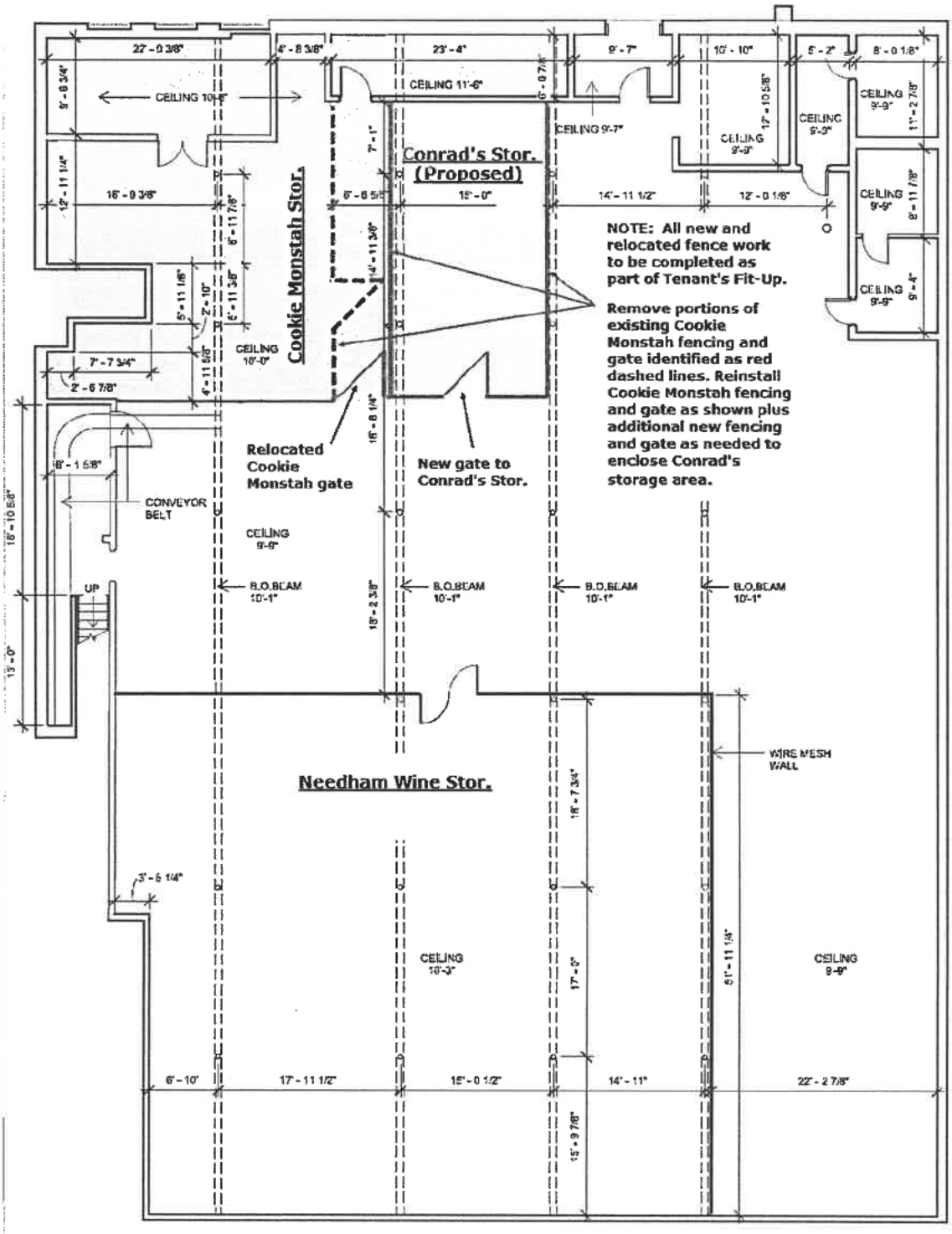


EXHIBIT B

Approved Sign Artwork

EXHIBIT C

Landlord's Rules and Regulations

Rules and Regulations of 1257 – 1299 Highland Ave., Needham, Massachusetts

The following rules regulations are generally applicable:

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed nor shall refuse, furniture, umbrellas, boxes, or other items be placed therein by Tenant[1], or used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building to another part of the Building.

2. Plumbing, fixtures, and appliances shall be used only for the purpose for which constructed, and no unsuitable material shall be placed therein. Without limitation, no sink will be used for the disposal of cooking oil.

3. Tenant shall not do, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein or otherwise increase the possibility of fire or other casualty.

4. Landlord shall have the right to prescribe the maximum weight and position of heavy equipment or objects (i.e., objects weighing more than 50#/SF) which may overstress any portion of the floors of the Premises or the Building. All damage to the Building resulting from the improper placing of heavy items will be repaired at the sole expense of Tenant.

5. Tenant shall not cause or permit any noise or noxious odors to emanate from the Premises, or otherwise interfere with, injure or annoy in any way other tenants or other persons in the Building.

6. Corridor doors, when not in use, shall be kept closed. Stairwell doors shall remain closed at all times. Tenant shall lock all doors leading to service spaces and stairs and turn out lights at the close of the working day.

7. To extent practicable, deliveries shall be made through service entrances of the Building and/or the Premises. Service area exterior doors shall not be propped open and shall remain locked whenever adjoining spaces (interior or exterior) are unattended.

8. Landlord may evacuate the Building in the event of an emergency or catastrophe, or in order to conduct an emergency "drill." Tenant shall comply promptly with all directions given by Landlord or its representative in connection therewith.

9. No portion of the Building shall be used for the purpose of sleeping or lodging rooms.

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[1] Any reference to Tenant in these Rules and Regulations constitutes also a reference to Tenant's officers, agents, employees, contractors, agents and invitees. The Tenant under Tenant's lease will be deemed to control (and be responsible for) the actions of all of its officers, employees, contractors, agents and invitees.

10. Landlord's prior approval must be obtained for installation of window shades, blinds, drapes or any other exterior window treatment. Landlord shall have the right to approve (or disapprove, as the case may be) internal lighting beyond normal ambient lighting that may be visible from the exterior of the Building. No signage may be affixed to any window, exterior door or any exterior portion of the Building without Landlord's prior approval.

11. Landlord shall not be responsible for personal property lost or stolen from the Premises or other areas of the Building.

12. Tenant will comply with all life safety rules and regulations established by any governmental agency or by any insurance agency (including, without limitation, providing and servicing required fire extinguishers and properly maintaining its exhaust hood and fire suppression (Ansul) system). If required by the Town of Needham Fire Department, tenant shall provide at its expense a lockbox (aka "Knoxbox") with keys to its space, mounted in a location approved by the fire department.

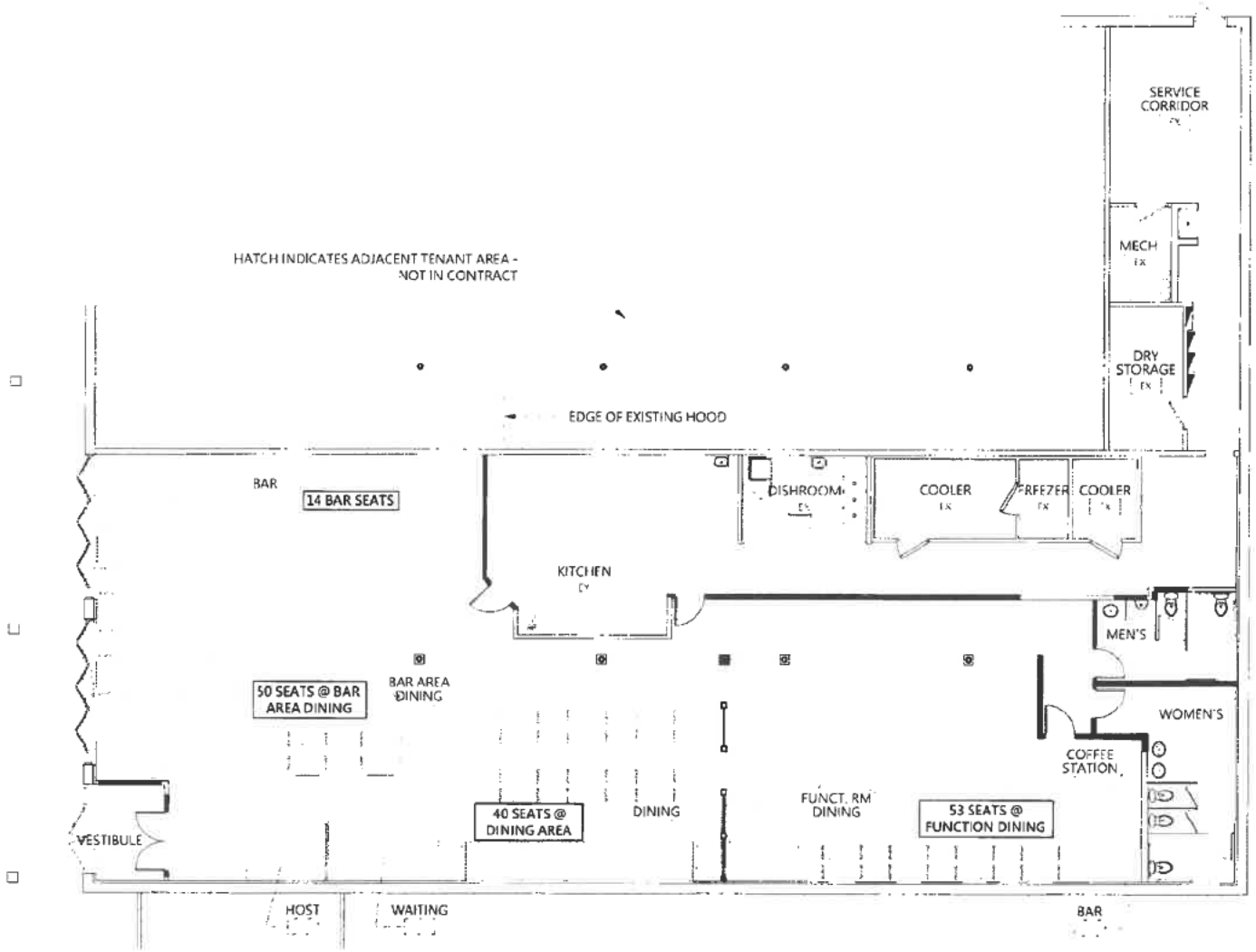
13. Smoking is not permitted in any location inside the Building or within 25' of any exterior door of the Building.

14. All trash and debris shall be disposed of properly in trash and recycling containers that satisfy Town of Needham regulations and requirements. All waste receptacles shall remain covered and/or closed at all times. In no event may Tenant dispose of any trash or debris in a receptacle dedicated for use by another tenant, or in any receptacles located in the shopping center's public common areas.

15. Tenant may enter the premises of another tenant only (i) if a representative of the other tenant is present or (ii) with the other tenant's express prior permission. In no event may Tenant use the utilities or other facilities contained in another tenant's premises without the other tenant's express written permission, and subject to Landlord's reasonable prior written approval.

16. Landlord reserves the right to rescind or modify any of these Rules and Regulations and to make such other and further rules and regulations as in its judgment shall, from time-to-time, be needed for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants of the Building and their agents, employees and invitees, which new or modified rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon Tenant in like manner as is originally herein prescribed. In the event of any inconsistency between these Rules and Regulations (and any new or modified rules and regulations) and Tenant's lease, Tenant's lease shall control.

17. Tenant will not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over HVAC outlets or radiators so as to interfere with the proper operation thereof or prevent maintenance personnel from servicing such units as routine or emergency access may require. The lighting and air conditioning equipment of common areas of the Building will remain in the exclusive charge of the building management or its designated personnel.



PROPOSED FLOOR PLAN

SCALE: Not to Scale

157 SEATS TOTAL SHOWN
TOILET ROOMS SHOWN
ACCOMMODATE 200 OCCUPANTS

N

LEGAL NOTICE
TOWN OF NEEDHAM
SELECT BOARD

Application for a New Alcoholic Beverages License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Needbobcon Inc., dba Conrad's Restaurant, Robert Conrad, Proposed Manager of Record, has applied for a Section 12 Restaurant, All Alcoholic Beverages License at 1257 Highland Avenue, Needham.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 25rd day of June 2024 at 6:10 PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Use this link below to join the webinar:
https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09

Webinar ID: 826 0101 3229
Password: 652800
Or One-Tap Mobile Telephone: +16469313860,,82601013229#,,,,*652800#

Licensing Authority
Select Board

This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at http://masspublicnotices.org/

1257 HIGHLAND AVENUE
300FT

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/052.0-0026-0000.0	MCLAUGHLIN, STEPHEN		56 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0006.0	COUGHLIN, PRISCILLA R. & WILLIAM C	PRC REALTY TRUST	7 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0010.0	HANDERHAN, JAMES H. &	HANDERHAN, VIRGINIA T	29 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0011.0	MCDONOUGH, BARRY R &	MCDONOUGH, MARY D	33 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0016.0	HOFFMEISTER, GEORGE W. JR. & CHRISTINE L. TRS.	HOFFMEISTER FAMILY TRUST	36 HIGHLAND CT UNIT 16	NEEDHAM	MA	02492-
199/053.0-0001-0029.0	FORMANEK, EDWARD W. & STORCH, GAIL S TRS	THE ED AND GAIL TRUST	29 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0033.0	TOPHAM, WILLIAM J. +	TOPHAM, VIRGINIA	7 HIGHLAND CT	NEEDHAM	MA	02494-
199/226.0-0028-0000.0	GELINAS, ROBERT G. &	GELINAS, GABRIELLE M	48 OAKLAND AVE	NEEDHAM	MA	02492-
199/052.0-0003-0000.0	SOUTH STREET 4414 HOLDINGS LLC		859 WILLARD ST STE 501	QUINCY	MA	02169-
199/052.0-0006-0000.0	NEEDHAM ENTERPRISES LLC		105 CHESTNUT ST	NEEDHAM	MA	02492-
199/052.0-0034-0000.0	LUTZ, BRADLEY &	LUTZ, KAREN	101 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0035-0000.0	WORAH, DEVASHISH &	WORAH, ANJALI	109 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0003.0	FLANAGAN, CLARE L., TR &	FLANAGAN, WILLIAM H., JR TR	31 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0023.0	OCONNELL, CHARLES F &	OCONNELL, DOROTHEA M	45 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0026.0	STEVERMAN, ROBERT& MAUREEN S. TRS		23 HIGHLAND CT UNIT 26	NEEDHAM	MA	02492-
199/053.0-0001-0027.0	MOBLEY, RICHARD R. &	MOBLEY, NANCY ROSSITER	25 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0030.0	ZAFAR, KAVEH, TR		1 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0002-0000.0	TOWN OF NEEDHAM	SCHOOL ADMIN BLDG	1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/226.0-0025-0000.0	WISE, COLIN T. +	WISE, SARA L	20 OAKLAND AVE	NEEDHAM	MA	02492-
199/052.0-0002-0000.0	THE PETRINI CORPORATION		187 ROSEMARY ST	NEEDHAM	MA	02492-
199/052.0-0005-0000.0	DOHERTY, GEORGE F & SON INC		477 WASHINGTON ST	WELLESLEY	MA	02482-
199/052.0-0020-0000.0	EARL, WILLIAM M. TR.	EARL FAMILY TRUST	94 GARDEN ST	NEEDHAM	MA	02492-
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199/053.0-0001-0017.0	LEE, ELIZABETH M		34 HIGHLAND CT, # 17	NEEDHAM	MA	02492-
199/053.0-0001-0031.0	CUNNINGHAM, ELLEN		3 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0034.0	PLOTNER, JAMES F. JR. &	PLOTNER, JANET F.	9 HIGHLAND CT	NEEDHAM	MA	02492-
199/226.0-0057-0000.0	PHILNORSTAN REALTY LLC		77 NEWBURY STREET, 4TH FL	BOSTON	MA	02116-
199/052.0-0008-0000.0	EATON FUNERAL HOME INC		1351 HIGHLAND AVE	NEEDHAM	MA	02492-
199/052.0-0018-0000.0	MATHES, BRIAN &	MATHES, VASSO E	108 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0019-0000.0	BROWN, DANA S		100 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0021-0000.0	KOPPEL, DANIEL A. TR. &	KOPPEL, LORNA L. TR	86 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0022-0001.0	GUILLET, MEGAN &	MERLO, JONATHAN DAVID	80 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0023-0001.0	HALLGREN, HEATHER &	HALLGREN, ERIK	76 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0033-0000.0	THE SUSAN M ANDERSON REVOCABLE TRUST		93 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0007.0	RAMRATH, FRANKA., TR		19 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0013.0	EICHHORN, GARY & JOAN TRS.	EICHHORN FAMILY 2016 REVOCABLE TRUST	935 GREAT PLAIN AVE PMB224	NEEDHAM	MA	02492-
199/053.0-0001-0020.0	SCOTT, SETON A. & AKINC, BRIDGET A. TRS.	JAMES E SCOTT FAMILY TRUST	39 HIGHLAND CT UNIT 20	NEEDHAM	MA	02492-
199/053.0-0001-0032.0	DELANEY, HELEN M		5 HIGHLAND CT UNIT 32	NEEDHAM	MA	02492-
199/226.0-0030-0000.0	TOWN OF NEEDHAM	MEMORIAL PARK	1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/001.0-9999-9998.0	MASS BAY TRANSPORTATION AUTHORITY		10 PARK PLAZA	BOSTON	MA	02116-
199/052.0-0016-0000.0	SHAPIRO, SAMANTHA		120 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0032-0000.0	RAMRATH, JOSEPH R &	RAMRATH, DEBORAH L	6 TAMARACK LN	NEEDHAM	MA	02492-
199/053.0-0001-0024.0	MCLAUGHLIN, SARA J		19 HIGHLAND CT, #24	NEEDHAM	MA	02492-
199/226.0-0024-0000.0	MITCHELL, JUSTIN &	MITCHELL, MARA	22 OAKLAND AVE	NEEDHAM	MA	02492-
199/226.0-0026-0000.0	BROWN, ROBERT H., JR.+	BEILIN, ELAINE V	16 OAKLAND AVE	NEEDHAM	MA	02492-
199/226.0-0029-0000.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/052.0-0024-0000.0	FELDMAN, DEBRA B. &	FELDMAN, ANDREW P.	62 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0027-0000.0	BRUNTON, DEBORAH L. TR.	MTT/THE GREATEST GOOD IRREVOCABLE TRUST	50 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0036-0000.0	RICE, HILLARY		115 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0000.0	THE HIGHLANDS	MASTER DEED				-
199/053.0-0001-0004.0	HELMAN, JONATHAN S.		17 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0008.0	ROBERTS, SHEILA & DAVID TRS. &	O'BRIEN, PATRICIA TR	21 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0035.0	DAIGLER, KENNETH A. &	DAIGLER, GERALDINE M	11 HIGHLAND CT	NEEDHAM	MA	02492-
199/052.0-0001-0000.0	NEEDHAM KNIGHTS OF COLUMBUS		40 WINFIELD ST	NEEDHAM	MA	02492-

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

1257 HIGHLAND AVENUE
300FT

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/052.0-0004-0000.0	SOUTH STREET 4414 HOLDINGS LLC		859 WILLARD ST STE 501	QUINCY	MA	02169-
199/052.0-0009-0000.0	PETRINI CORPORATION		148 CHESTNUT ST	NEEDHAM	MA	02492-
199/052.0-0025-0000.0	FELDMAN, ANDREW P. &	FELDMAN, DEBRA B	62 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0005.0	WHITE, PAUL &	WHITE, ANN MARIE	15 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0021.0	DEMAIO, PATRICK J. JR. &	DEMAIO, LAURA S	237 MARKED TREE RD	NEEDHAM	MA	02492-
199/053.0-0001-0025.0	KEARNEY, JOAN M		21 HIGHLAND CT	NEEDHAM	MA	02492-
199/225.0-0001-0000.0	TOWN OF NEEDHAM	PARK & REC, ROSEMARY POOL	1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/052.0-0007-0000.0	DOHERTY, GEORGE F & SON INC		477 WASHINGTON ST	WELLESLEY	MA	02482-
199/052.0-0017-0000.0	CARON, RICHARD N. &	ANELLO, LAURA L	114 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0028-0000.0	HENRY, JEAN E., TR	JEAN E. HENRY REVOCABLE TRUST	2630 WINCH HILL RD	NORTHFIELD	VT	05663-
199/052.0-0029-0000.0	EDELSTEIN, ALEXANDRA &	LAMBERT, LAURENS	5 TAMARACK LN	NEEDHAM	MA	02492-
199/053.0-0001-0001.0	VENDITTI, PAUL & MARGARET TRS	P & M VENDITTI REALTY TRUST	47 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0009.0	OBRIEN, JOHN J., TR &	OBRIEN, AGNES, TR	27 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0012.0	BOWEN, JOYCE T.		39 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0015.0	OLIVER, ERIN M. TR.	GLASHEEN FAMILY IRREVOCABLE TRUST	47 OAKLAND AVE UNIT 15	NEEDHAM	MA	02492-
199/053.0-0001-0018.0	LEADER, RALPH E		36 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0019.0	LANDRY, SUZANNE M		180 DEDHAM AVE	NEEDHAM	MA	02492-
199/053.0-0001-0022.0	RICHAL, JOAN B., TR &	RICHAL, MICHAEL R. TR	43 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0028.0	SHERMAN, ELIZABETH A. TR	SHERMAN, JEFFREY W. TR	27 HIGHLAND CT UNIT 28	NEEDHAM	MA	02492-
199/226.0-0058-0000.0	PHILNORSTAN REALTY LIMITED	PARTNERSHIP	77 NEWBURY STREET, 4TH FL	BOSTON	MA	02116-
199/053.0-0003-0000.0	ROMAN CATHOLIC ARCHDIO OF BOSTON		1382 HIGHLAND AVE	NEEDHAM	MA	02492-

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

NOTICE OF PUBLIC HEARING

TOWN OF NEEDHAM
SELECT BOARD
Application for a New Alcoholic Beverages License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Needbobcon Inc., dba Conrad's Restaurant, Robert Conrad, Proposed Manager of Record, has applied for a Section 12 Restaurant, All Alcoholic Beverages License at 1257 Highland Avenue, Needham.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 25rd day of June 2024 at 6:10 PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom. Use this link below to join the webinar: https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09

Webinar ID: 826 0101 3229
Password: 652800
Or One-Tap Mobile Telephone: +16469313860,,82601013229#,,,,*652800#

Licensing Authority
Select Board

2x4 Town of Needham - Alcoholic License 6-13-24 *6-13-24 HTW*

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Public Hearing: Application for Change of Hours Amendment to an All Alcohol License – Metrowest Dining LLC, dba The Common Room
Presenter(s)	Scott McCourt, LLC Manager – Metrowest Dining LLC, dba The Common Room Thomas Griffin, LLC Manager/Manager of Record – Metrowest Dining LLC, dba The Common Room

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

Metrowest Dining LLC, dba The Common Room has applied for a Change of Hours Amendment to their Section 12 Restaurant All-Alcoholic Beverages License at 30 Dedham Avenue, Needham, MA. The applicant is requesting an extension of service hours from 11 PM to midnight daily.

The extension of hours requires an exception to Section 3.1.2.1 of the Town of Needham Regulations for the Sale of Alcoholic Beverages. Such an extension has been granted to several other Section 12 Restaurant licensees in Needham, which currently serve until midnight.

2. VOTE REQUIRED BY SELECT BOARD

Suggested Motion:

a) Move to approve/deny the Change of Hours Amendment to the Section 12 Restaurant All-Alcohol License application submitted by Metrowest Dining LLC, dba The Common Room, and (if so approved);
b) Provide an exception to Section 3.1.2.1 of the Town of Needham Regulations for the Sale of Alcoholic Beverages to permit sale of alcohol for on-premises consumption after 11 PM.

3. BACK UP INFORMATION ATTACHED

1. ABCC Payment Monetary Transmittal Form – No-Fee
2. Vote of the Entity

Print Form

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 07886-RS-0770

LICENSEE NAME: Metrowest Dining LCC

ADDRESS: 30 Dedham Avenue

CITY/TOWN: Needham STATE MA ZIP CODE 02292

TRANSACTION TYPE (Please check all relevant transactions):

☒ Change of Hours ☐ Change of DBA

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

CORPORATE VOTE

The Board of Directors or LLC Managers of Metrowest Dining LLC
Entity Name

duly voted to apply to the Commonwealth of Massachusetts Alcoholic Beverages Control

Commission on June 10,2024
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Tom Griffin
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 Tom Griffin
Name of Liquor License Manager

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

A true copy attest,

Corporate Officer /LLC Manager Signature

For Corporations ONLY
A true copy attest,

_____
Corporation Clerk's Signature

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Public Hearing: Application for Multiple Amendments to an All-Alcohol License – Spiga LLC, dba Spiga
Presenter(s)	Francesco Iacovitti, Owner and Proposed Manager of Record – Spiga LLC, dba Spiga Thomas Miller – Applicant Counsel

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

Spiga LLC, dba Spiga has applied for multiple amendments to their existing Section 12 Restaurant All-Alcoholic Beverages License at 18 Highland Circle, Needham, MA. The amendments reflect proposed changes in LLC Managers, Change in Corporate Ownership Interest, and Change of Manager to reflect Francisco Iacovitti's purchase of full ownership interest in the restaurant and proposed appointment as Manager of Record.

2.	**VOTE REQUIRED BY SELECT BOARD**

Suggested Motion: Move to approve/deny the application for multiple amendments to a Section 12 Restaurant All-Alcohol License submitted by Spiga LLC, dba Spiga including the appointment of Francesco Iacovitti as Manager of Record, and if so approved, forward the application to the ABCC for review and final approval.

3.	**BACK UP INFORMATION ATTACHED**

1. Receipt of Filing Payment to ABCC
2. ABCC Payment Monetary Transmittal Form
3. Department of Revenue Standing Certificate
4. Department of Unemployment Assistance Standing Certificate
5. Application for Multiple Amendments
6. Vote of the Entity
7. Business Structure Document
8. Purchase and Sale Agreement
9. Advertisement

Your Information | Payment | Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

Transaction Processed Successfully.
INVOICE # [redacted]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00023-RS-0770	$200.00
		$200.00

Total Convenience Fee: $0.35

Date Paid: 6/7/2024 1:07:15 PM EDT

Total Amount Paid: $200.35

Payment On Behalf Of

License Number or Business Name:
00023-RS-0770

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
McDermott, Quilty & Miller LLP

Last Name:
Operating Account

Address:
28 State Street

City:
Boston

State:
MA

Zip Code:
02108

Email Address:
[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 MULTIPLE AMENDMENTS

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) 00023-RS-0770

ENTITY/ LICENSEE NAME Spiga LLC d/b/a/ Spiga

ADDRESS 18 Highland Circle

CITY/TOWN Needham **STATE** MA **ZIP CODE** 02494

For the following transactions (Check all that apply):

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

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

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

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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for:

☐ **CHANGE OF CATEGORY**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Category Application
Vote of the Entity Board
Advertisement*
Abutter's Notification*

☐ **CHANGE OF LICENSE TYPE**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Change of License Type Application
Vote of the Entity Board
Advertisement*

☐ **CHANGE OF CORPORATE STRUCTURE**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Corporate Structure Application
Vote of the Entity Board
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

☐ **CHANGE OF CLASSIFICATION**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Classification Application
Vote of the Entity Board
Abutter's Notification*
Advertisement*

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☒ **CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
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

☒ **CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Financial Statement
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
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
Purchase and Sale Agreement
Supporting Financial Records
Advertisement*

☐ **CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Financial Statement
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
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
Purchase and Sale Agreement
Supporting Financial Records
Advertisement*

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF CORPORATE NAME OR DBA**

$200 fee via ABCC website and Payment Receipt (Corporate Name Only)
Monetary Transmittal Form
DOR Certificate of Good Standing (Corporate Name Only)
DUA Certificate of Compliance (Corporate Name Only)
Change of Corporate Name/DBA Application
Vote of the Entity Board
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

☐ **CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Pledge of License, Stock or Inventory Application
Vote of the Entity Board
Pledge documentation
Promissory note

CHANGE OF MANAGER

☒ **$200 fee via ABCC website and Payment Receipt**
Monetary Transmittal Form
Change of Manager Application
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF LOCATION**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

☐ **ALTERATION OF PREMISES**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

☐ **MANAGEMENT AGREEMENT**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Management Agreement Application
Management Agreement
Vote of the Entity Board
CORI Forms for all listed in Section 8A and attachments

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.*

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

Non-Profit Club's ONLY

e.g. Veteran's Club

☐ *Non-Profit Club* **CHANGE OF OFFICERS/DIRECTORS**

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Vote of the club signed by an approved officer
Business Structure Documents-Articles of Organization from the Secretary of the Commonwealth
Monetary Transmittal Form
$200 fee via ABCC website and Payment Receipt

☐ *Non-Profit Club* **CHANGE OF MANAGER**

$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Change of Manager Application
Vote of the club signed by an approved officer
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*
Updated Officers and Directors*
*Please ensure to update your officers and directors ***simultaneously*** or **PRIOR** to applying for a change of manager. It will be returned with no action taken if the officers and directors do not match ABCC records.
Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.

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

mass.gov/dor

Letter ID: L0146254496
Notice Date: June 5, 2024
Case ID: 0-002-446-002

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

SPIGA LLC
18 HIGHLAND CIR
NEEDHAM MA 02494-3012

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, 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

Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

Certificate of Compliance

Date: May 24, 2024
Letter ID: L0002420462
Employer ID (FEIN): XX-XXX4198

SPIGA LLC
18 HIGHLAND CIR
NEEDHAM HEIGHTS MA 02494-3012

Certificate ID: L0002420462

FEIN: 20-4144198

The Department of Unemployment Assistance certifies that as of 23-May-2024, SPIGA 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 on 22-Jun-2024 .

Sincerely,

Katie Dishnica

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?
Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750

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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Spiga LLC d/b/a Spiga	Needham	00023-RS-0770

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

This application is to allow Francesco Iacovitti to purchase Marisa Iocco's ownership interest in Spiga LLC and to change the Manager of Record from Marisa to Francesco.

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

Name	Title	Email	Phone
Thomas P. Miller, Esq.	Attorney	[redacted]	[redacted]

2. AMENDMENT-Change of License Classification

☐ **Change of License Category** All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	
	Requested New License Category	
☐ **Change of License Class** Seasonal or Annual	Last-Approved License Class	
	Requested New License Class	
☐ **Change of License Type*** i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type	
	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

☐ **Change of Corporate Name**	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
☐ **Change of DBA**	Last-Approved DBA:	
	Requested New DBA:	
☐ **Change of Corporate Structure** LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure	
	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

☐ **Pledge of License**
☐ **Pledge of Inventory**
☐ **Pledge of Stock**

To whom is the pledge being made:

5. AMENDMENT-Change of Manager

☒ **Change of License Manager**

A. MANAGER INFORMATION

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

Proposed Manager Name: Francesco Iacovitti Date of Birth: [redacted] SSN: [redacted]

Residential Address: [redacted]

Email: [redacted] Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 30 Last-Approved License Manager: Marisa Iocco

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
		n/a	

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
04/2022	Present	Owner	Spiga LLC d/b/a Market Ti Amo	None
07/2020	Present	Owner	Spiga LLC d/b/a Spiga	None

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature: FIM Date: May 23, 2024

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/Directors** ☒ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** ☐ **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

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

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

Name of Principal	Residential Address	SSN	DOB
Francesco Iacovitti	[redacted]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager, Officer, Director	100%	◉ 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	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

ame of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Additional pages attached? ○ Yes ◉ No

RIMINAL HISTORY
as any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. ○ Yes ◉ No

MANAGEMENT AGREEMENT
Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. ○ Yes ◉ No

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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
Marisa Iocco	LLC Manager, Officer, Director	70%
Francesco Iacovitti	LLC Manager, Officer, Director	30%

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
Spiga LLC d/b/a Market Ti Amo	Off-Premise Retail	Spiga LLC	Newton

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. AMENDMENT-Change of Premises Information

☐ **Alteration of Premises:** (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

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

PROPOSED DESCRIPTION OF PREMISES

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

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

☐ **Change of Location:** (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address	
Proposed Street Address	

DESCRIPTION OF PREMISES

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

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

OCCUPANCY OF PREMISES

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

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

Landlord Name			
Landlord Phone		Landlord Email	
Landlord Address			
Lease Beginning Date		Rent per Month	
Lease Ending Date		Rent per Year	

Will the Landlord receive revenue based on percentage of alcohol sales? ○ Yes ○ No

8. AMENDMENT-Management Agreement

☐ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement? yes, please fill out section 8. ○ Yes ○ No

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

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

8A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		○ Yes ○ No	○ Yes ○ No	○ Yes ○ No

CRIMINAL HISTORY

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

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

8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, 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

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, 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

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, 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

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D 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

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

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

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

9. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s): $75,000.00

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
The Village Bank	$75,000.00	Line of Credit	○ 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.

Francesco Iacovitti is purchasing the license in Spiga LLC from Marisa Iocco for $75,000.00 via a line of credit from The Village Bank.

APPLICANT'S STATEMENT

Francesco Iacovitti the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Spiga LLC d/b/a Spiga
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: FIV Date: May 23, 2024

Title: LLC Manager

ENTITY VOTE

The Board of Directors or LLC Managers of Spiga LLC d/b/a Spiga
Entity Name

duly voted to apply to the Licensing Authority of Needham and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on May 23, 2024
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Francesco Iacovitti
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 Francesco Iacovitti
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,

FCM
Corporate Officer /LLC Manager Signature

Francesco Iacovitti
(Print Name)

For Corporations ONLY
A true copy attest,

Corporate Clerk's Signature

(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Annual Report

(General Laws, Chapter 156C, Section 12) Filing Fee: $500.00

Identification Number: 000914825

Annual Report Filing Year: 2024

1.a. Exact name of the limited liability company: SPIGA LLC

☐ Check if amending entity name

1.b. The exact name of the limited liability company as amended, is:

SPIGA LLC

2. Address in the Commonwealth where the records will be maintained:

Number and street: 18 HIGHLAND CIRCLE

Address 2:

City or town: NEEDHAM State: MA Zip code: 02494

Country: UNITED STATES

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

ITALIAN RESTAURANT

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. Name and address of the Resident Agent:

Agent name: MARISA IOCCO

Number and street: 18 HIGHLAND CIRCLE

Address 2:

City or town: NEEDHAM State: MA Zip code: 02494

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

Title	Name	Address

MANAGER	FRANCESCO IACOVITTI	18 HIGHLAND CIRCLE NEEDHAM, MA 02494 USA
MANAGER	MARISA IOCCO	18 HIGHLAND CIRCLE NEEDHAM, MA 02494 USA

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

Title	Name	Address

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

Title	Name	Address
REAL PROPERTY	MARISA IOCCO	18 HIGHLAND CIRCLE NEEDHAM, MA 02494 USA
REAL PROPERTY	FRANCESCO IACOVITTI	18 HIGHLAND CIRCLE NEEDHAM, MA 02494 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of May, 2024,

FRANCESCO IACOVITTI

, 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:

May 23, 2024 04:17 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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AGREEMENT FOR SALE OF MARISA IOCCO'S MEMBERSHIP INTEREST IN SPIGA LLC

WHEREAS, Marisa Iocco ("Iocco") is a Massachusetts resident with a place of residence at [redacted];

WHEREAS, Francesco Iacovitti ("Iacovitti") is a Massachusetts resident with a place of residence at [redacted]

WHEREAS, SPIGA LLC ("SPIGA") is a Massachusetts limited liability company with a principal place of business located at 18 Highland Circle, Needham, MA 02494

WHEREAS, Iocco owns 51% membership interest in SPIGA;

WHEREAS, Iacovitti owns 49% membership interest in SPIGA;

WHEREAS, Iocco and Iacovitti together own 100% of the membership interest in SPIGA;

WHEREAS, Iocco and Iacovitti are the only Managers and Members of SPIGA;

WHEREAS, SPIGA was formed in 2006 for the purpose of operating restaurant, food service and food retail businesses;

WHEREAS, SPIGA has incurred certain business-related debts for which Iocco and Iacovitti may have personal liability;

WHEREAS, those debts are as follows:

[redacted]
Estimated Balance: $42,962

[redacted]
Estimated Balance: $62,465_

(hereinafter referred to as the "PL Debts")

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WHEREAS, Iocco desires to transfer all her right, title, and interest in SPIGA free and clear of all claims, pledges, security interests liens, rights of first refusal, options, warrants, contractual commitments, sharing arrangements, restrictions, charges, and encumbrances of any nature whatsoever and Iacovitti is willing to acquire all of the membership interests owned by Iocco ("Purchased Interest");

WHEREAS, SPIGA presently holds two (2) liquor licenses and Iocco is the licensed Manager concerning both licenses, one issued by the Town of Needham and one by the City of Newton (the "SPIGA Licenses");

WHEREAS, with regard to the SPIGA Licenses, a change in ownership of SPIGA will require state and local approvals;

WHEREAS, with regard to the liquor license, the parties seek to change the licensed Manager for both SPIGA Licenses from Iocco to Iacovitti, which change will also require state and local approvals;

WHEREAS, Iocco desires to resign as Manager and Resident Agent of SPIGA;

WHEREAS, Iocco, Iacovitti, and SPIGA have had full and fair access to all financial and other information regarding the business and full access to all of the books and records of the business;

WHEREAS, Iocco and Iacovitti have negotiated in good faith a purchase price for Iocco's membership interest in SPIGA;

WHEREAS, Iocco, Iacovitti, and SPIGA agree that the purchase price for Iocco's membership interest shall be the only payment to Iocco for her ownership interest in the business;

NOW THEREFORE, Iocco, Iacovitti, and SPIGA agree, in consideration of the mutual premises set forth above and mutual covenants set forth below, as follows:

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1. AGREEMENT

Iacovitti agrees to: (1) purchase Iocco's 51% membership interest in SPIGA for $75,000 and other valuable consideration; (2) to the extent not covered by insurance, indemnify/hold harmless Iocco for claims arising from or during Iocco and Iacovitti's joint ownership of SPIGA or operation or ownership of the business but not including (a) claims against Iocco arising from her own negligence or willful misconduct; (b) claims regarding Iocco's personal tax liabilities; and (c) claims arising from Iocco's breach of representations made herein (as specifically set forth on the attached agreement); (3) execute and deliver a Release to Iocco; (4) furnish evidence that the PL Debts have been paid or that Iocco is released from personal liability therefrom; and (5) take all other actions described below including those actions as a member and manager of SPIGA necessary to accomplish the actions to be taken by SPIGA described below.

Iacovitti's performance is expressly conditioned on obtaining local and state approvals concerning the SPIGA Licenses. Specifically, approvals are required concerning the change in ownership of the SPIGA Licenses and the change of licensed Manager from Iocco to Iacovitti, as more fully set forth in paragraph 2 below.

In connection with Iacovitti's purchase of Iocco's membership interest in SPIGA, Iacovitti and SPIGA agree that the PL Debts will be paid in full or refinanced at or prior to the time of the Closing. If the PL Debts are not paid at the time of the Closing, counsel for SPIGA, Andrew C. Oatway, will hold Iocco's membership interest in escrow until the PL Debts are paid in full.

SPIGA agrees to the extent not covered by insurance, indemnify/hold harmless Iocco for claims arising from or during Iocco and Iacovitti's joint ownership of SPIGA or operation or ownership of the business, but not including (a) claims against Iocco arising from her own negligence or willful misconduct; (b) claims regarding Iocco's personal tax liabilities as set forth on the attached agreement; and (c) claims arising from Iocco's breach of representations made herein (as specifically set forth on the attached agreement). SPIGA also agrees to execute and deliver a Release to Iocco excepting claims arising from Iocco's obligations hereunder.

Iocco agrees, pursuant to Par. 6, to: (1) sell her 51% membership interest in SPIGA for $75,000; (2) transfer her membership interest in SPIGA to

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Iacovitti; (3) resign as a Manager and Resident Agent of SPIGA; (4) to the extent not covered by insurance, indemnify/hold harmless SPIGA and Iacovitti for (a) claims arising from Iocco's prospective obligations hereunder; (b) claims regarding Iocco's personal tax liabilities; and (c) claims arising from Iocco's breach of representations and warranties made herein (as specifically set forth on the attached agreement); (5) execute and deliver a Release to SPIGA and Iacovitti; (6) execute and deliver all documents required to obtain the approvals concerning the SPIGA Licenses; (7) enter into a restrictive covenant agreement with SPIGA and Iacovitti; (8) turn over to SPIGA, any and all files, papers, documents, lists, recipes, and other personal property relating to the operation of the business, in her possession, custody, or control if any; and (9) take all other actions described below including those actions as a Member and Manager of SPIGA necessary to accomplish the actions to be taken by SPIGA described herein.

2. EFFECTIVE DATE AND CLOSING. This agreement and the companion Agreement for Sale of Marisa Iocco's Interest in Markettiamo, LLC ("companion agreement") shall be effective upon signing and shall close within ten (10) days after the last of all required local and state approvals concerning the SPIGA Licenses pursuant to this and the companion agreement ("license approvals"). In the event of a denial of one or both applications concerning the SPIGA Licenses, then Iacovitti must file an appeal within five (5) days of a denial, in order to extend the closing date. If approvals are not obtained within 60 days of filing an appeal, then Iacovitti may waive this requirement and proceed to closing or in the alternative, this and the companion agreement shall become null and void. If Iacovitti has personally paid off the PL Debts and then, subsequently, this and the companion agreement become null and void as a result of failure to obtain the SPIGA license approvals, then SPIGA shall be obligated to reimburse Iacovitti for that payment.

All executed documents will be held in escrow by Iacovitti's counsel until closing. These executed documents will not be released by the escrow agent unless there is written approval of counsel for the parties ("deliver").

Upon closing, Iacovitti's counsel is authorized to insert the closing date in the blank date lines on the exhibits and then circulate a fully signed and dated set of documents.

3. RESTRICTIONS ON IOCCO'S ACTIVITES IN THE PERIOD BETWEEN SIGNING THIS AGREEMENT AND CLOSING.

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The parties expect that a signed copy of this agreement will be a necessary component of the liquor license approval process. Accordingly, this agreement is effective upon signing, which will be prior to the actual closing date.

The Exhibits to this agreement will be delivered at Closing by authorizing the escrow agent to release them ("deliver").

Iocco shall cooperate in all respects to facilitate the liquor license application process.

If any additional documents are required by state or local authorities, in connection with the liquor license application process, Iocco will promptly execute and deliver such documents to facilitate rapid processing of the liquor license application.

From and after the date of signing this agreement, until closing, Iocco shall continue her involvement in the day-to day operations of SPIGA, including as licensed Manager pursuant to the SPIGA Licenses. From and after the date of signing this agreement, Iocco shall receive $2,500 every two weeks as full compensation. From and after the date of signing this agreement, Iocco shall not (a) transfer any SPIGA assets to herself or anyone else without written consent of Iacovitti; (b) cause SPIGA to incur any debts other than in the ordinary course of business without written consent of Iacovitti; or (c) take any other action that will materially negatively affect the value of the SPIGA business or materially interfere with the day to day operations of the business.

4. EFFECTUATION. Iocco, Iacovitti, and SPIGA agree to execute and deliver all documents and take all actions as may be necessary or appropriate in the future to fully effectuate or consummate the terms of this Agreement. The parties shall file all necessary and appropriate applications and supporting documents with the Town of Needham, the City of Newton, and the Massachusetts Alcoholic Beverage Control Commission to obtain approvals in connection with the transfer of membership interest in the corporation and the change of licensed Manager from Iocco to Iacovitti for the SPIGA Licenses. The parties shall cooperate and execute and deliver any documents or papers reasonably required to carry out this process.

5. PURCHASE PRICE. Iacovitti shall pay the Purchase Price for this Agreement and the companion agreement in full, in good funds, to Iocco at closing.

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6. IOCCO CLOSING ACTIONS. Iocco shall do the following at the Closing:

a. Deliver the Transfer of her 51% membership interest in SPIGA to Iacovitti [Exhibit A].

b. Resign as Manager and Resident Agent of SPIGA [Exhibit C];

c. Deliver an Indemnity Agreement in favor of Iacovitti and SPIGA. [Exhibit H];

d. Deliver a Release to Iacovitti and SPIGA [Exhibit B];

e. Deliver a Restrictive Covenant Agreement in favor of SPIGA [Exhibit J].

f. Turn over to SPIGA, any and all files, papers, documents, lists, recipes, and other personal property relating to the operation of the business in her possession, custody, or control, if any.

7. IACOVITTI CLOSING ACTIONS. Iacovitti shall do the following at the Closing:

a. Deliver the Purchase Price for this Agreement and the companion agreement, in full, in good funds to Iocco;

b. Deliver the indemnification/hold harmless agreement to Iocco [Exhibit D];

c. Deliver a Release to Iocco [Exhibit E]; and

d. Furnish evidence that at closing, at least 75% of the PL Debts have been paid or that Iocco is released from personal liability therefrom. To the extent not fully paid, first proceeds shall be paid to American Express so that the account may be closed or Iocco is released from personal liability. With

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regard to Village Bank, once paid, Iacovitti shall take all reasonable steps necessary to obtain a release of Iocco's personal liability, whether by guarantee or otherwise, excepting only any Village Bank debt that Iocco may have that is unrelated to the business;

8. SPIGA CLOSING ACTIONS. SPIGA shall do the following at the Closing:

a. Deliver the indemnification/hold harmless agreement to Iocco [Exhibit F]; and

b. Deliver a Release to Iocco [Exhibit G].

9. TAXES. Iocco shall be responsible for all taxes due to the Internal Revenue Service and the Massachusetts Department of Revenue (a) regarding payments to Iocco pursuant to this Agreement or (b) arising from her ownership interest in SPIGA.

10. REPRESENTATIONS AND WARRANTIES. Iocco represents and warrants to SPIGA and Iacovitti that she has not assigned, encumbered, or otherwise transferred the rights, title, or interest owned by her, that she holds said membership interest free and clear of any claims, pledges, security interests liens, rights of first refusal, options, warrants, contractual commitments, sharing arrangements, restrictions, charges and encumbrances of any nature whatsoever, that she has good right to sell the same, and that she will warrant and defend the same against the lawful claims and demands of all persons. Iacovitti represents and warrants that he is not presently engaged in any discussion regarding a sale of the business with anyone other Iocco. The remedy for breach of Iacovitti's warranty is 50% of the difference between the sale price and the price paid to Iocco for her interest. This paragraph survives the closing.

11. REMEDIES FOR BREACH OF THIS AGREEMENT. If Iocco fails to close as required under this Agreement or otherwise breaches this Agreement in any way, the parties agree that Iacovitti shall be entitled to specific performance of this Agreement and a payment by Iocco in the amount of $10,000 in liquidated damages. The Parties intend that the liquidated damages constitute compensation, and not a penalty. The Parties acknowledge and agree that if Iocco breaches this Agreement and fails to close as required under this Agreement or otherwise, obtaining an adequate remedy would be inconvenient and it would be difficult to determine the amount of loss, and that

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the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from Iocco's failure to close as required under this Agreement or other breach of this Agreement. The liquidated damages shall be payable in the event of a breach, even if Iacovitti is also able to obtain a court order of specific performance.

If Iacovitti fails to close as required under this Agreement or otherwise breaches this Agreement in any way, the parties agree that Iocco shall be entitled to specific performance of this Agreement and a payment by Iacovitti in the amount of $10,000 in liquidated damages. The Parties intend that the liquidated damages constitutes compensation, and not a penalty. The Parties acknowledge and agree that if Iacovitti breaches this Agreement and fails to close as required under this Agreement or otherwise, obtaining an adequate remedy would be inconvenient and it would be difficult to determine the amount of loss, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from Iacovitti's failure to close as required under this Agreement or other breach of this Agreement. The liquidated damages shall be payable in the event of a breach, even if Iocco is also able to obtain a court order of specific performance.

At least 75% of the PL debts may be paid by a combination of cash and written release to Iocco from the PL Debt creditor. Iacovitti's failure to pay at least 75% of the PL debts at closing shall constitute a breach of this agreement and the companion agreement. The remaining balance must be paid within 21 days of closing. If Iacovitti does not pay the remaining balance within 21 days of closing or furnish evidence that Iocco is released from liability therefrom, then Iocco's remedy shall be a liquidated damages payment of $1,000 from Iacovitti to Iocco, for each week or portion thereof, until said evidence is furnished or the remaining balance is paid off. The Parties intend that the liquidated damages constitutes compensation, and not a penalty. The Parties acknowledge and agree that if Iacovitti breaches this provision, obtaining an adequate remedy would be inconvenient and it would be difficult to determine the amount of loss, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from Iacovitti's failure to furnish evidence that the PL debts have been paid off. The imposition of the liquidated damages remedy shall not relieve Iacovitti from his obligation to pay off the remaining balance.

12. ADVICE OF COUNSEL. Iocco, Iacovitti, and SPIGA acknowledge and agree that they have had the benefit of advice of legal

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counsel, or the opportunity to obtain the benefit of the advice of counsel, relating to and in connection with the execution and delivery of this Agreement and the various documents and actions referred to below. Neither parties' attorneys have provided tax advice. [Exhibit I].

13. INVALIDITY OF ANY TERM. Iocco, Iacovitti, and SPIGA agree that the invalidity or unenforceability of any term of this Agreement shall not affect or render invalid or unenforceable any other term of this Agreement.

14. ACKNOWLEDGMENT. Iocco, Iacovitti, and SPIGA each represent and warrant to the others that they have read this Agreement, fully understand the terms of this Agreement, approve the terms of this Agreement, and agree that said terms are fair and equitable.

15. ENTIRE AGREEMENT. This Agreement shall be construed as a Massachusetts contract, shall take effect as a sealed instrument, sets forth the entire agreement between the parties, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives, heirs, and assigns, and may be modified or amended only by a written instrument signed by the parties.

16. CONFIDENTIALITY. From and after the signing of this Agreement, the parties keep confidential and not disclose to any person the substance or contents of this agreement ("Restricted Information") except (i) to the extent required to disclose the same by applicable law, regulation or legal process, and (ii) for disclosures to the party's accountants, advisors or counsel provided, that such accountants, advisors and counsel are advised by the party, the confidential nature of the Restricted Information and agree by their receipt thereof to keep the Restricted Information confidential in accordance with this agreement.

17. PUBLIC STATEMENT. The parties agree that the Public Statement attached as "Exhibit K" shall be only statement that they shall make to the public about this transaction and the change to the business.

18. TAX MATTERS.

(a) Allocation of Company Income and Loss:

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Iacovitti and Iocco shall request that the Company allocate all items of Company income, gain, loss, deduction or credit attributable to the Purchased Interests for the taxable year of the Closing based on a closing of the Company's books as of the Closing Date in accordance with Treasury Regulation Section 1.706-1(c)(2).

(b) Taxes; Distributions:

Iocco shall be responsible for her pro rata share of all income taxes in connection with the applicable portion of the Purchased Interest arising on or before the Closing Date. Iacovitti shall be responsible for Iacovitti's pro rata share of all income taxes in connection with Iacovitti's ownership of the Purchased Interests arising after the Closing Date. The Company will issue an IRS Schedule K-1 (IRS Form 1065) to Iocco for the period of time during the current tax year of the Company that Iocco owned any of the Purchased Interests representing Iocco's pro rata share of income or losses of the Company through the date of Closing. After the Closing Date, Iocco shall not be entitled to any additional or other distributions with respect to the Purchased Interests.

19. ATTORNEY'S FEES

In the event there is a dispute regarding the interpretation or enforcement of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

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SIGNED UNDER SEAL THIS 21st DAY OF MAY, 2024

Marisa Iocco dotloop verified 05/21/24 1:20 PM EDT 94ME-VFST-2S4S-QJ3Z

Marisa Iocco

Francesco Iacovitti dotloop verified 05/21/24 12:31 PM EDT 2BWT-ALEO-A1LH-XVA4

Francesco Iacovitti

SPIGA LLC

BY: Francesco Iacovitti dotloop verified 05/21/24 12:31 PM EDT E4EB-SQSV-UQ3O-UKZH

Francesco Iacovitti, Manager

BY: Marisa Iocco dotloop verified 05/21/24 1:20 PM EDT 2NL7-XFVJ-VREQ-OESF

Marisa Iocco Manager

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT A

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

TRANSFER OF SPIGA LLC MEMBERSHIP INTEREST

MARISA IOCCO TO
FRANCESCO IACOVITTI

I, Marisa Iocco, hereby sell, assign, transfer and deliver all of my membership interest in SPIGA LLC, a Massachusetts limited liability company, comprising 51% of the ownership interest in SPIGA to Francesco Iacovitti.

I hereby covenant that I am the lawful owner of said ownership interest and that it is free and clear of all claims, pledges, security interests liens, rights of first refusal, options, warrants, contractual commitments, sharing arrangements, restrictions, charges and encumbrances of any nature whatsoever, that I have good right to sell the same, and that I will warrant and defend the same against the lawful claims and demands of all persons.

EXECUTED under seal on the date set forth below.

DATED: _____

Marisa Iocco

dotloop verified
05/21/24 1:20 PM EDT
UYCC-DG3P-9KW9-OPFV

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT B

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

RELEASE
IOCCO TO IACOVITTI AND SPIGA

Marisa Iocco, an individual, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby remises, releases, and forever discharges SPIGA LLC, ("SPIGA") a Massachusetts limited liability company, and its members, managers, officers, employees, attorneys, accountants, agents, assigns, successors, and representatives and FRANCESCO IACOVITTI, ("Iacovitti") an individual, of [redacted] and his respective employees, attorneys, accountants, agents, assigns, successors, and representatives from all claims, liabilities, losses, or damages, in law or in equity, known or unknown, asserted or unasserted, from the beginning of the world to this date including, without limitation, any claims relating to, concerning, or arising from (1) my role as a member, Manager, and Resident Agent of SPIGA and my membership interest in SPIGA including any claims to distributions, return of capital contributions, or proceeds therefrom; (2) my own tax liabilities; (3) my operation of the SPIGA business with Iacovitti.

EXCEPT:

any and all obligations of SPIGA and Iacovitti as set forth in the *Agreement for Sale of Marisa Iocco's Interest in SPIGA LLC.*

EXECUTED under seal on the date set forth below.

DATED: _____

Marisa Iocco

dotloop verified
05/21/24 1:20 PM EDT
TJ9L-C6M9-VQLE-DSBW

Marisa Iocco

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT C

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

RESIGNATION

Ms. Marisa Iocco
[redacted]

Effective _____, 2024

Mr. Francesco Iacovitti, Manager
SPIGA LLC
18 Highland Circle
Needham, MA 02494

Dear Mr. Iacovitti:

PLEASE ACCEPT MY RESIGNATION AS MANAGER AND RESIDENT AGENT OF SPIGA LLC AS OF THE EFFECTIVE DATE ABOVE.

THANK YOU.

Very truly yours,

Marisa Iocco

Marisa Iocco dotloop verified 05/21/24 1:20 PM EDT ZED3-CAAS-CRHG-EXMG

ACCEPTED:

BY Francesco Iacovitti dotloop verified 05/21/24 12:31 PM EDT RZV2-SRY7-PUJK-EIUM

Francesco Iacovitti, Manager

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT D

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

INDEMNITY/HOLD HARMLESS AGREEMENT
IACOVITTI TO IOCCO

This Indemnity/Hold Harmless Agreement made and entered into with an effective date of _____, is by and between FRANCESCO IACOVITTI, indemnitor, and MARISA IOCCO, indemnitee.

WHEREAS, Marisa Iocco ("Iocco") is a Massachusetts resident with a place of residence at [redacted] and Francesco Iacovitti ("Iacovitti") is a Massachusetts resident with a place of residence at [redacted]

WHEREAS, SPIGA LLC ("SPIGA") is a Massachusetts limited liability company with a principal place of business located at 18 Highland Circle, Needham, MA 02494.

WHEREAS, SPIGA operates restaurant, food service and food retail businesses with a principal place of business at 18 Highland Circle, Needham, MA 02494

WHEREAS, Iocco and Iacovitti together managed the day-to-day operations of the business and Iocco is presently the designated manager of the two liquor licenses, one of which benefits SPIGA and the other of which benefits MARKETTIAMO and shall continue to have this responsibility until approval of a new manager;

WHEREAS, Iocco has sold her membership interest in SPIGA to Iacovitti and resigned as Manager and Resident Agent of SPIGA;

NOW THEREFORE, Iocco, Iacovitti, and SPIGA agree, in consideration of the mutual premises set forth above and mutual covenants set forth below, as follows:

If any action, claim, or legal proceeding (collectively "claim") shall be brought against Iocco for any matter relating to or arising from or during Iocco and Iacovitti's joint ownership of SPIGA or operation or ownership of the business including, without limitation, claims by creditors of SPIGA, creditors of Iacovitti, or government authorities, but not including but not including (a) claims against Iocco arising from her own negligence or willful misconduct; (b) claims regarding Iocco's personal tax liabilities; and (c) claims arising from

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Iocco's breach of representations and warranties made in *Agreement for Sale of Marisa Iocco's Interest in SPIGA LLC*, then, to the extent not covered by insurance, Iacovitti agrees to indemnify, reimburse, defend, and hold harmless Iocco against any costs, expenses, counsel fees, including attorneys' fees for defense, and judgments resulting therefrom provided Iocco reasonably cooperates with Iacovitti in the defense of said action, claim, or legal proceeding.

The indemnified party shall have the right to select counsel for the defense of any such claim.

EXECUTED under seal on the date set forth below.

DATED: _____

Francesco Iacovitti
dotloop verified
05/21/24 12:31 PM EDT
SHBY-NEYK-DGDP-BUNH

Francesco Iacovitti

DATED: _____

Marisa Iocco
dotloop verified
05/21/24 1:20 PM EDT
FAPH-EXCW-AR6W-3YGZ

Marisa Iocco

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT E

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

RELEASE
IACOVITTI TO IOCCO

FRANCESCO IACOVITTI, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby remises, releases, and forever discharges MARISA IOCCO ("Iocco") an individual, of [redacted] and her respective employees, attorneys, accountants, agents, assigns, successors, and representatives from all claims, liabilities, losses, or damages, in law or in equity, known or unknown, asserted or unasserted, from the beginning of the world to this date including, without limitation, any claims relating to, concerning, or arising from or relating to, concerning, or arising from: (1) Iocco's role as a Member and her membership interest SPIGA; (2) Iocco's service as a Manager of SPIGA; or (3) Iocco's operation of the SPIGA business with Iacovitti.

EXCEPTED FROM THIS RELEASE:

(1) any and all obligations of Iocco as set forth in the *Agreement for Sale of Marisa Iocco's Interest in SPIGA LLC.*

EXECUTED under seal on the date set forth below.

DATED: _____

Francesco Iacovitti dotloop verified 05/21/24 12:31 PM EDT UL8V-WEBZ-DI1K-HTYA

Francesco Iacovitti

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT F

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

INDEMNITY/HOLD HARMLESS AGREEMENT
SPIGA TO IOCCO

This Indemnity/Hold Harmless Agreement made and entered into with an effective date of _____ is by and between SPIGA LLC indemnitor, and MARISA IOCCO, indemnitee.

WHEREAS, Marisa Iocco. ("Iocco") is a Massachusetts resident with a place of residence at [redacted]

WHEREAS, SPIGA LLC ("SPIGA") is a Massachusetts corporation with a principal place of business located at 18 Highland Circle, Needham, MA 02494;

WHEREAS, SPIGA operates restaurant, food service and food retail businesses with a principal place of business at 18 Highland Circle, Needham, MA 02494;

WHEREAS, Iocco and Iacovitti together managed the day-to-day operations of the business and Iocco is presently the designated manager of the two liquor licenses, one of which benefits SPIGA and the other of which benefits MARKETTIAMO and shall continue to have this responsibility until approval of a new manager;

WHEREAS, Iocco has sold all of her membership interest in SPIGA to Iacovitti and resigned as Member and Manager of SPIGA;

NOW THEREFORE, Iocco, Iacovitti, and SPIGA agree, in consideration of the mutual premises set forth above and mutual covenants set forth below, as follows:

In the event that any action, claim, or legal proceeding (collectively, "claim") shall be brought against Iocco arising from or during Iocco's ownership of SPIGA shares or operation or ownership of the business including, without limitation, claims by creditors of SPIGA, or government authorities, but not including (a) claims against Iocco arising from her own negligence or willful misconduct; (b) claims regarding Iocco's personal tax liabilities; and (c) claims arising from Iocco's breach of representations and warranties made in the *Agreement for Sale of Marisa Iocco's Interest in SPIGA LLC*, then, to the extent not covered by insurance, SPIGA agrees to indemnify,

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

reimburse, defend, and hold harmless Iocco against any costs, expenses, counsel fees, and judgments resulting therefrom provided Iocco reasonably cooperates with SPIGA in the defense of said action, claim, or legal proceeding.

The indemnified party shall have the right to select counsel for the defense of any such claim.

EXECUTED under seal on the date set forth below.

SPIGA LLC

DATED: _____

BY: Francesco Iacovitti dotloop verified 05/21/24 12:31 PM EDT FM9F-8H5O-WLNV-D0WX

Francesco Iacovitti, Manager

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT G

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

RELEASE
SPIGA TO IOCCO

SPIGA LLC, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby remises, releases, and forever discharges MARISA IOCCO ("Iocco") an individual, of [redacted] and her respective employees, attorneys, accountants, agents, assigns, successors, and representatives from all claims, liabilities, losses, or damages, in law or in equity, known or unknown, asserted or unasserted, from the beginning of the world to this date including, without limitation, any claims relating to, concerning, or arising from or relating to, concerning, or arising from: (1) Iocco's role as a Member and her membership interest SPIGA; (2) Iocco's service as a Manager of SPIGA; or (3) Iocco's operation of the SPIGA business with Iacovitti.

EXCEPTED FROM THIS RELEASE:

(1) any and all obligations of Iocco as set forth in the *Agreement for Sale of Marisa Iocco's Interest in SPIGA LLC.*

EXECUTED under seal on the date set forth below.

SPIGA LLC

DATED: _____

BY: Francesco Iacovitti dotloop verified 05/21/24 12:31 PM EDT N1PH-YSEO-XRHA-OXUT

Francesco Iacovitti, Manager

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT H

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

INDEMNITY/HOLD HARMLESS AGREEMENT
IOCCO TO IACOVITTI AND SPIGA

This Indemnity/Hold Harmless Agreement made and entered into with an effective date of _____ by and between MARISA IOCCO indemnitor, and, FRANCESCO IACOVITTI and SPIGA LLC, indemnitees.

WHEREAS, Marisa Iocco ("Iocco") is a Massachusetts resident with a place of residence at [redacted]

WHEREAS, Francesco Iacovitti ("Iacovitti") is a Massachusetts resident with a place of residence at [redacted]

WHEREAS, SPIGA LLC ("SPIGA"), is a Massachusetts limited liability company with a principal place of business located at 18 Highland Circle, Needham, MA 02494;

WHEREAS, SPIGA operates restaurant, food service and food retail businesses with a principal place of business at 18 Highland Circle, Needham, MA 02494;

WHEREAS, Iocco and Iacovitti together managed the day-to-day operations of the business;

WHEREAS, Iocco has sold her membership interest in SPIGA to Iacovitti and resigned as Member and Manager of SPIGA;

NOW THEREFORE, Iocco, Iacovitti, and SPIGA agree, in consideration of the mutual premises set forth above and mutual covenants set forth below, as follows:

If any action, claim, or legal proceeding (collectively, "claim") shall be brought against Iacovitti or SPIGA for any matter relating to or arising from (a) Iocco's prospective obligations hereunder; (b) Iocco's personal tax liabilities; and (c) Iocco's, then breach of representations and warranties made herein; then, to the extent not covered by insurance, Iocco agrees to indemnify, reimburse, defend, and hold harmless Iacovitti or SPIGA against any costs, expenses, counsel fees, including attorneys' fees for defense, and judgments resulting therefrom provided Iacovitti or SPIGA reasonably cooperates with Iocco in the defense of said action, claim, or legal proceeding.

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The indemnified party shall have the right to select counsel for the defense of any such claim.

EXECUTED under seal on the date set forth below.

DATED: _____

Marisa Iocco

dotloop verified
05/21/24 1:20 PM EDT
SHKF-GZNG-ST9O-3A47

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EXHIBIT I

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CERTIFICATE CONCERNING INDEPENDENT ADVICE OF COUNSEL

Marisa Iocco, a Massachusetts resident with a place of residence at [redacted] Francesco Iacovitti, a Massachusetts resident with a place of residence at [redacted] and SPIGA LLC a Massachusetts limited liability company with a principal place of business recorded with the Secretary of the Commonwealth and with an office located at 18 Highland Circle, Needham, MA 02494, hereby acknowledge and agree that they have had the benefit of advice of legal counsel, identified below, or the opportunity to obtain the benefit of the advice of counsel, relating to and in connection with the execution and delivery of this Agreement and the various documents attached thereto. Neither party has relied upon advice from the other's counsel. Neither counsel has provided any tax-related advice to their own client or any other party.

DATED: _____

Marisa Iocco

dotloop verified
05/21/24 1:20 PM EDT
NLCK-TO5Q-NO7L-2ZBT

Jay Theise, Attorney
for Marisa Iocco

SPIGA LLC

DATED: _____

BY: _____

dotloop verified
05/21/24 12:31 PM EDT
WAX1-KWS5-LZTH-QKEW

Francesco Iacovitti, Manager

DATED: _____

BY: _____

dotloop verified
05/21/24 12:31 PM EDT
T6XM-KU0S-MAI2-ELTZ

Francesco Iacovitti

Andrew C. Oatway, Attorney
for Francesco Iacovitti and
SPIGA

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT J

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

RESTRICTIVE COVENANT AGREEMENT
IOCCO TO SPIGA LLC

This Restrictive Covenant Agreement made and entered into this _____, is by and between MARISA IOCCO and SPIGA LLC.

WHEREAS, Marisa Iocco ("Iocco") is a Massachusetts resident with a place of residence at [redacted] and Francesco Iacovitti ("Iacovitti") is a Massachusetts resident with a place of residence at [redacted]

WHEREAS, SPIGA LLC ("SPIGA") is a Massachusetts corporation with a principal place of business recorded with the Secretary of the Commonwealth and with an office located at 18 Highland Circle, Needham, MA 02494;

WHEREAS, SPIGA ("the Company") operates restaurant, food services and food retail businesses with a principal place of business at 18 Highland Circle, Needham, MA 02494;

WHEREAS, Iocco and Iacovitti together managed the day to day operations of the business and SPIGA;

WHEREAS, Iocco has sold all of her membership interest in SPIGA to Iacovitti for $75,000 and resigned as manager and resident agent of SPIGA;

NOW THEREFORE, Iocco, Iacovitti, and SPIGA agree, in consideration of the mutual premises set forth above, the payment for membership interest, and mutual covenants set forth below, as follows:

Section 1. *Noncompetition Covenant*. For a period of two (2) years from the date of Closing of the sale of Iocco's interest in SPIGA LLC, (the "Effective Date"), Iocco agrees that she will not, , whether alone or as a partner, officer, director, consultant, agent, stockholder or employee of any company or other commercial enterprise, directly or indirectly, operate a competitive

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restaurant or work as a chef in a restaurant located in Newton, Needham, or Wellesley which is competitive with the Business of the Company (as hereinafter defined). The Company is in the Italian and Mediterranean cuisine restaurant, food service and food retail business (the "Business of the Company").

Section 2. *Non solicitation*. For a period of one year from the Effective Date, Iocco will not hire away, solicit, recruit or attempt to recruit any employee of the Company to leave or discontinue their employment with the Company or otherwise interfere with the Company's relationship with its employees.

Section 3. *Nondisclosure Obligation*. Iocco will not at any time, after the Effective Date, for any reason whatsoever, reveal to any person or entity (both commercial and noncommercial) any of the trade secrets or confidential business information concerning the Company, research and development activities; product designs, prototypes and technical specifications; know-how and show-how; marketing plans and strategies; pricing and costing policies; customer and supplier lists and accounts; or nonpublic financial information of the Company so far as they have come or may come to the Iocco's knowledge. This restriction shall not apply to: (i) Iocco's recipes; (ii) information that may be disclosed generally or is in the public domain through no fault of Iocco; (iii) information received from a third party outside the Company that was disclosed without a breach of any confidentiality obligation; (iv) information approved for release by written authorization of the Company; or (v) information that may be required by law or an order of any court, agency or proceeding to be disclosed. Iocco shall keep secret all matters of such nature entrusted to her and shall not use or disclose any such information for the benefit of any third party in any manner which may injure or cause loss to the Company, whether directly or indirectly.

Section 4. *Remedies Upon Breach*. Iocco agrees that any breach of this Agreement by Iocco could cause irreparable damage to the Company. The Company shall have, in addition to any and all remedies of law, the right to an injunction or other equitable relief to prevent any violation of Iocco's obligations hereunder. Should Iocco be deemed or adjudged to have breached the terms of this Agreement, then Iocco, in addition to being liable for all damages caused by such violation, agrees to pay for Company's attorneys' fees and costs to establish the breach and enforce any of the terms

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

of this Agreement. In the event that Iocco breaches any of the provisions of Paragraph 1 of this agreement, the Restrictive Covenant Period shall be tolled until such breach has been duly cured.

Section 5. *Miscellaneous*. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof. If one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject matter so as to be unenforceable at law, such provision(s) shall be construed and reformed by the appropriate judicial body by limiting and reducing it (or them), so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. All covenants and agreements hereunder shall inure to the benefit of and be enforceable by the successors of the Company. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned Iocco and the Company have executed this Agreement as of the Effective Date.

SPIGA LLC

By: Francesco Iacovitti dotloop verified 05/21/24 12:31 PM EDT ER8T-KFGA-WXXB-FEY7

Francesco Iacovitti, Manager

Marisa Iocco dotloop verified 05/21/24 1:20 PM EDT T8GG-FHFR-BKCE-IMPP

Marisa Iocco

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

EXHIBIT K

dotloop signature verification: dtlp.us/xMYf-nBAu-BSbf

PUBLIC STATEMENT

Francesco Iacovitti and Marisa Iocco announce that Mr. Iacovitti has acquired Ms. Iocco's interest in the SPIGA restaurant business and the MARKETTIAMO Italian market business. The former partners wish each other great success in the future.

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

In the Matter of:
Spiga LLC
Application for Change of Ownership Interest
18 Highland Circle, Needham, Massachusetts 02492

AFFIDAVIT OF MARIA C. SPERANZA

I, Maria C. Speranza, have no direct or indirect beneficial interest in Spiga LLC.

Signed and sealed this 24 day of May 2024 pursuant to the laws of the Commonwealth of Massachusetts.

Maria C. Speranza
[redacted]

State of Massachusetts
County of Middlesex

On this 24th day of May 2024, before me, the undersigned notary public, personally appeared **Maria C. Speranza**, and proved to me through satisfactory evidence of identification which were MA DL 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.

MINA TADROUS NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES JANUARY 20, 2028

Notary Public: Mina Tadrous
My Commission Expires: 01/20/2028

NOTICE OF PUBLIC HEARING

TOWN OF NEEDHAM
SELECT BOARD

Application for Multiple Alcohol License Amendments

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Spiga LLC, dba Spiga, Francesco Iacovitti, Proposed Manager of Record, has applied for multiple amendments (Change of Corporate Officers, Change of Ownership Interest, and Change of Manager) to their existing Section 12 Restaurant, All Alcohol Beverages License at 18 Highland Circle, Needham.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 25rd day of June 2024 at 6:30 PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom. Use this link below to join the webinar: https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09

Webinar ID: 826 0101 3229 Password: 652800
Or One-Tap Mobile Telephone: +16469313860,,82601013229#,,,,*652800#

Licensing Authority
Select Board

2x4 Town of Needham - Alcoholic License Spiga LLC 6-20-24 *6-20-24 HTW*

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Needham Council for Arts and Culture – 91 Chapel Mural
Presenter(s)	Joni Schockett, Needham Council for Arts and Culture Co-Chair Heather Simmons, Needham Council for Arts and Culture Co-Chair J.P. Cacciaglia, Economic Development Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Needham Council for Arts and Culture will be discussing the procurement of a mural at 91 Chapel St on the south side of the pedestrian walk though. Funds for this will come from ARPA funds that were left over from the first mural project, and a portion of the Town FY25 operating funds that were awarded this year. The ARPA funds are following the original plan to support two murals in the town.

2.	**VOTE REQUIRED BY SELECT BOARD**

Recommended Motion: To permit the NCAC to proceed with procurement of a mural for the side of 91 Chapel Street and utilize Massachusetts Cultural Council art procurement procedures alongside previous Town of Needham/Needham Council for Arts and Culture process to decide artist curation.

3.	**BACK UP INFORMATION ATTACHED**

a) MAPC Handout

Commissioning Public Art in Massachusetts

In the United States, it's standard practice to use Requests for Proposals and Requests for Quotes to commission public art. However, in Massachusetts, there are very specific legal processes under 30B procurement law for municipalities who want to use RFQs and RFPs. But the Metropolitan Area Planning Council (MAPC) has worked collaboratively with the Massachusetts Office of the Inspector General (OIG) to set a new process.

Grant agreements: An alternative way to commission public art in Massachusetts

A grant agreement is defined in M.G.L. chapter 30B, section 2 as "an agreement between a governmental body and an individual or non-profit entity the purpose of which is to carry out **a public purpose of support or stimulation** instead of procuring supplies or services for the benefit or use of the governmental body." MAPC and OIG have determined that public art is a public purpose as described above and can be commissioned using the following process:

- **Release Call for Artists**

  Hold public forum to discuss the Call for Artists. Publish questions and responses afterwards.

- **Select a group of finalist artists from the applications based on Call for Artist Specifications**

  You may choose to compensate selected artists to develop their concepts. **Less than $10,000 may be allocated through grant agreements for this purpose.**

- **Solicit public feedback to inform final art selection**

  The selected artist or artist group enters into a grant agreement that includes plans for the final artistic concept.

Municipalities in the MAPC region may seek MAPC's services to facilitate their Calls for Art/Artists.

RFQs/RFPs: The traditional way to acquire goods and services in Massachusetts

(The Massachusetts Uniform Procurement Statute M.G.L c. 30B identifies the traditional process that municipalities must follow to acquire goods and services):

- **Project cost: <$10,000**

  Use sound business practice.

- **Project cost: $10,000 to $49,999**

  Solicit quotes and award contract to the responsible person at the lowest quotation.

- **Project cost: $50,000 +**

  Solicit competitive sealed bids (awarded based on price); or

  Solicit competitive sealed proposals through RFP process and consider comparative criteria in addition to price.

  Award contract to bid that meets above requirements.

This process is not well suited to commissioning public art. Instead, MAPC and OIG have worked together to determine that public art can be commissioned via grant agreement.

Installing Public Art in Massachusetts

How do you install public art?

Municipalities may use existing M.G.L. c30 section 39M compliant contracts to facilitate the installation of public art. If no such contract is available, municipalities must secure construction services worth more than $10,000 through a competitive process.

- Reserve part of your project budget for installation, concept development, and other project costs (such as permitting fees and police details).
- Identify the project site and determine that it meets ADA access requirements, has appropriate utility hookups, and does not interfere with transit or environmental limitations.
- Work collaboratively with your Department of Public Works (DPW) to make a plan for installation before you release a call for artists.
- In your grant agreement, clarify municipal responsibilities and artist responsibilities.
- Require your chosen artist to provide specifications for installation, estimate installation costs, identify expertise needed for installation, and list maintenance requirements.
- Secure staff or contractor to install the artwork. (Remember: DPW may have the capacity to install art using existing staff). Facilitate communication between the installer, DPW, and artist.

Due to procurement law in Massachusetts, municipalities cannot let public artists manage their own installation process. Contracts for the installation of public art that requires construction, reconstruction, alteration, or repair of any public work, or purchase of materials, must adhere to the requirements of M.G.L. c30, section 39M.

For more information, contact

Annis Sengupta
Director of Arts & Culture
Email: asengupta@mapc.org

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	CBD and Synthetic THC in Food and Other Products
Presenter(s)	Timothy McDonald, Director of Health & Human Services

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

Mr. McDonald will present to the Board about cannabidiol (CBD) and delta-8-tetrahydrocannabinol and delta-9- tetrahydrocannabinol (THC), which products are legal for sale in the Commonwealth of Massachusetts and which area not, and the impact in the Town of Needham.

2.	**VOTE REQUIRED BY SELECT BOARD**

N/A – Discussion Only

3.	**BACK UP INFORMATION ATTACHED**

a) MA Department of Public Health Fact Sheet on CBD in Food
b) MA Department of Agricultural Resources Policy Statement on Hemp from October 2021
c) 2022 Massachusetts Association of Health Boards Delta-8 Guidance Document
d) SAMHSA Advisory on CBD – Potential Harms, Side Effects, and Unknowns from February 2023
e) MA Department of Public Health Letter and Frequently Asked Questions re: CBD from May 2024

CBD (Cannabidiol) in Food Manufactured or Sold in Massachusetts

If I have a Massachusetts license or permit under 105 CMR 500 (Regulations for Good Manufacturing Practices for Food) to manufacture food, is it legal to add cannabidiol (CBD) to that food?

No. The Massachusetts Department of Public Health (DPH) regulates food manufacturing in the Commonwealth (see 105 CMR 500). These regulations require that all food must be from approved sources that comply with federal, state, and local law and must not contain any prohibited ingredients. The FDA has concluded that federal law prohibits the addition of CBD to food products because CBD is an active ingredient in FDA-approved drugs. Since CBD is not an approved ingredient under federal law, it may not be added to manufactured foods.

If I have a Massachusetts permit under 105 CMR 590 (Minimum Sanitation Standards for Food Establishments) as a food establishment, is it legal to add CBD to food I distribute at retail?

No. The DPH sets minimum sanitary standards for food establishments in the Commonwealth. These regulations are enforced by local boards of health in partnership with the state (see 105 CMR 590). The regulations incorporate the FDA's Food Code, which requires that food be obtained from sources that comply with federal, state, and local laws and must not contain any prohibited ingredients. As noted above, the FDA has concluded that federal law prohibits the addition of CBD to food products because CBD is an active ingredient in FDA-approved drugs. Since CBD is not an approved ingredient under federal law, it may not be added to foods distributed at retail.

If I am licensed or permitted as a food manufacturer or retailer in Massachusetts, is it legal to add hulled hemp seeds, hemp seed protein, and/or hemp seed oil to food I manufacture and/or sell at retail?

Yes. The FDA has completed its evaluation of generally recognized as safe (GRAS) notices for hulled hemp seeds, hemp seed protein and hemp seed oil. These products can be legally added to human food, provided they comply with all other requirements.

I have a license issued by the Massachusetts Department of Agricultural Resources (MDAR) under its Interim Commercial Industrial Hemp Program Policy. Is it legal for me to add CBD to manufactured or retail food?

No. The MDAR Hemp Program does not provide an exception to the federal prohibition against adding CBD into food products.

May I market my hemp products (e.g., hulled hemp seeds, hemp seed protein and hemp seed oil) by making therapeutic claims without FDA approval?

No. The FDA has reiterated that cannabis products (hemp-derived or otherwise) that are marketed with claims of therapeutic benefit or any other disease claim must be approved by the FDA.

May I sell cosmetic products containing hemp or CBD at retail in Massachusetts?

DPH does not regulate cosmetics. The FDA has issued Frequently Asked Questions that address cannabis and cannabis-derived ingredients in cosmetics.

What can I do if I had an adverse reaction to a cosmetic product labeled as containing CBD?

You can report a cosmetic related complaint directly to the FDA.

Massachusetts Department of Public Health
Bureau of Environmental Health
250 Washington Street, 7th Floor, Boston, MA 02108
Phone: 617-624-5757 | Fax: 617-624-5777 | TTY: 617-624-5286

June 2019

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

Department of Agricultural Resources
251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr

MDAR
MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

POLICY STATEMENT REGARDING THE SALE OF HEMP-DERIVED PRODUCTS IN THE COMMONWEALTH
Updated October 4, 2021

This document sets forth the Massachusetts Department of Agricultural Resources ("MDAR") Policy Statement on the Sale of Hemp-Derived Products in the Commonwealth ("Policy"). This Policy provides notice of categories of hemp-derived products that are approved for sale in the Commonwealth and identifies products that are prohibited for sale. This Policy also provides information on how a person or entity may become licensed to sell as required by M.G.L. c. 128, Section 118. All proposed activities related to the sale of hemp-derived products must comply with this Policy in order to be considered in compliance with M.G.L. c. 128, Section 118.

Please note that this Policy applies only to hemp and hemp-derived products. All activities related to marijuana or the sale of any product containing marijuana are under the jurisdiction of the Cannabis Control Commission ("CCC") or law enforcement.

CONTROLLING LAW

The cultivation, processing, and sale of hemp in the Commonwealth of Massachusetts are regulated by both federal and state law.

With the passing of the Agricultural Improvement Act of 2018, referred to as the "2018 Farm Bill," signed on December 20, 2018, federal law now treats hemp as an agricultural commodity. Previously, hemp was not distinguished from marijuana under federal law, except under limited circumstances. Effective with this change in law, hemp is now legally recognized as a separate crop, the cultivation of which falls under the jurisdiction of the Unites States Department of Agriculture ("USDA") and state departments of agriculture, if approved by USDA. Additionally, the United States Food and Drug Administration ("FDA") retained its jurisdiction to address public health requirements for hemp-derived products under the Federal Food, Drug, and Cosmetic Act ("FFDCA") and other related laws.

The FDA has also issued a statement that limits the types of cannabis-derived (including hemp-derived) products that may be manufactured and sold to consumers. In particular, the FDA has prohibited any food or other consumable products containing the cannabinoid known as "CBD" from interstate commerce without its approval.[1]

Under state law, Sections 116 through 123 of Massachusetts General Laws Chapter 128 assign MDAR responsibility to regulate all activities related to hemp and industrial hemp within the Commonwealth of Massachusetts. The law directs MDAR to administer a licensing and registration program for the cultivation, processing, and sale of hemp and industrial hemp in the Commonwealth. More particularly, the law assigns MDAR general oversight responsibility for approving the sale of hemp-derived products for commercial purposes within the Commonwealth. MDAR's regulation of hemp-derived products is separate and in addition to controlling federal law, including FDA directives.

[1] *See* https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-new-steps-advance-agencys-continued-evaluation.

The Massachusetts Department of Public Health ("DPH") is responsible for regulating food safety in the Commonwealth. DPH has recently issued policy guidance that is consistent with the FDA policy in prohibiting the manufacture or sale of any food or other consumable products containing CBD.[2] Under the state health and sanitary code, local boards of health have authority to enforce public health laws and regulations within a municipality.

SALE OF HEMP-DERIVED PRODUCTS

Under M.G.L. c. 128, Section 118, a license is required to "sell" industrial hemp (i.e. the products made from hemp). MDAR construes the term "sell" or "sale" of hemp to include the following sale transactions:

- Massachusetts Licensed Grower to Massachusetts Licensed Grower
- Massachusetts Licensed Grower to Massachusetts Licensed Processor
- Massachusetts Licensed Processor to Massachusetts retail facility (store)
- Massachusetts licensed Grower or Processor as authorized by M.G.L. c. 94G, Sections 4 and 12 to a Person licensed by the CCC and in accordance with any guidance or regulation promulgated by the CCC.

MDAR does not require Marijuana Establishments to be licensed to sell consumer-ready hemp or hemp-derived products purchased from MDAR licensees or products that use hemp or hemp-derived products as an ingredient.

Effective immediately, a person or entity that proposes to engage in the activities listed above shall be deemed licensed under M.G.L. c. 128, Section 118, provided that the person or entity is selling the hemp-derived products that are allowed under this Policy and is otherwise licensed as a Grower or Processor and in good standing with MDAR. Such products are also deemed approved commercial uses under M.G.L. c. 128, Section 117(c). No further action or approval by MDAR will be needed.

All persons or entities proposing to sell hemp-derived products in the Commonwealth are also responsible for complying with all applicable federal and state laws and regulations, including any regulations or guidance issued by the FDA, DPH, or local boards of health, except as otherwise authorized by law. Applicable laws and regulations are as follows:

(a) Products for sale must be in compliance with the FDCA, as amended, and Section 351 of the Public Health Service Act, unless otherwise exempt in (d).
(b) Products must be in compliance with applicable DPH guidance, unless otherwise exempt in (d).
(c) Products must be allowed for sale under this Policy and, as such, be deemed to be approved commercial uses pursuant to M.G.L. c. 128, Section 117(c).
(d) This Policy does not require that hemp-derived products sold to a Person licensed by the CCC for sale in a marijuana establishment comply with the FDCA, DPH, or local board of health requirements provided that such products are allowed by the CCC as authorized by the M.G.L. c. 94G, Section 12.

APPROVED HEMP-DERIVED PRODUCTS

The following hemp-derived products are approved for sale in the Commonwealth pursuant to M.G.L. c. 128, Section 117(c) and under FDA and DPH guidance:

- Hemp seed
- Hemp seed oil
- Hulled hemp
- Hemp seed powder
- Hemp protein

[2] *See:* https://www.mass.gov/info-details/cbd-in-food-manufactured-or-sold-in-massachusetts

- Clothing
- Building material
- Flower/plant from a Massachusetts licensed Grower to a Massachusetts licensed Grower or Processor
- Packaged and labeled hemp flower or plant material to a Person licensed by the CCC and in accordance with any guidance or regulation promulgated by the CCC as authorized by M.G.L. c. 94G, Section 12.
- Hemp-derived CBD products to a Person licensed by the CCC and in accordance with any guidance or regulation promulgated by the CCC as authorized by M.G.L. c. 94G, Section 12.
- Hemp-derived CBD extract or distillate to a Person licensed by the CCC and in accordance with any guidance or regulation promulgated by the CCC as authorized by M.G.L. c. 94G, Section 12.

HEMP AND HEMP-DERIVED PRODUCTS NOT APPROVED FOR SALE

The following products are **NOT** approved for sale in the Commonwealth pursuant to M.G.L. c. 128, Section 117(c) and are likewise prohibited for sale under FDA and DPH guidance:

- Any food product containing CBD;
- Any product containing CBD derived from hemp that makes therapeutic/medicinal claims;
- Any product that contains hemp as dietary supplement;
- Animal feed that contains any hemp products;[3]
- Unprocessed or raw plant material, including the flower, that is meant for end use by a consumer except to a Person licensed by the CCC for sale in a marijuana establishment and in accordance with any guidance or regulation promulgated by the CCC as authorized by M.G.L. c. 94G, Sections 4 and 12.

MDAR will provide compliance assistance to individuals licensed pursuant to M. G. L. c. 128 who are interested in engaging in the sale of any hemp or hemp-derived products. However, it is the responsibility of any person involved with the sale of hemp-derived products to review and understand M.G.L. c. 128, Sections 116 through 123 and this Policy.

Failure to comply may result in enforcement action from MDAR, DPH, the local board of health, or law enforcement. This may include the inability to sell any hemp-derived products in the future, the destruction or seizure of illegal products, loss of license, or further legal action to determine whether the product sold is in compliance.

LABELING OF FINISHED HEMP-DERIVED PRODUCTS

Manufacturers of finished hemp-derived products processed under M.G.L. Chapter 128 Section 118 must ensure that any products intended for human consumption or absorption (including but not limited to inhaling, swallowing or topical application), are labeled in clear, legible wording no less than 1/16 inch in size on each container.

Labels shall be firmly affixed and shall include the following:

1. Manufacturer name, license number and address
2. Cannabinoid profile (must include THC and CBD concentrations)
3. Batch number
4. State of origin for the Hemp or Hemp Extract used.
5. Statement: "This product derived from Hemp has not been tested, analyzed, or approved by the Massachusetts Department of Agricultural Resources or the FDA."
6. Ingredients
7. Allergen warnings, as needed

[3] *See*: https://www.aafco.org/Portals/0/SiteContent/Announcements/Guidelines_on_Hemp_in_Animal_Food_May_1_2019.pdf

ADDITIONAL REQUIREMENTS FOR SALE OF UNPROCESSED OR RAW PLANT MATERIAL, INCLUDING FLOWER

Unprocessed or raw plant material, including the flower, that is meant for end use by a consumer remains prohibited in Massachusetts **except** as otherwise sold to a CCC Licensee for sale in a marijuana establishment in accordance with any guidance or regulation promulgated by the CCC as authorized by M.G.L. c. 94G, Sections 4 and 12. It is important to note that hemp produced in accordance with M.G.L. c. 128, Sections 116 through 123 and rules issued by the USDA is not subject to contaminant testing requirements from MDAR. Once a crop has been certified by MDAR to have Acceptable THC Levels, the hemp may be sold as-is unless the CCC or the CCC Licensee requires anything additional.

MDAR Licensees must keep records of the sale of any unprocessed or raw plant material, including flower, sold to a CCC Licensee. These records should include the MA Industrial Hemp Certificate(s) for any hemp sold and the amount sold (in lbs. weight.) These records must be made available to MDAR upon request.

Any unprocessed or raw plant material, including flower, sold to a CCC licensee must be accompanied by the following documentation provided by the Licensed Hemp Producer:

- MA Industrial Hemp Certificate(s)
- Amount sold (in lbs. weight)

The CCC may have additional requirements (such as testing, labeling, etc.) for hemp and hemp-derived products to be used or sold by a CCC Licensee. Hemp Producers, Processors, and CCC Licensees should ensure that any hemp material or finished hemp products to be purchased or sold by CCC Licensees are in compliance with all applicable requirements from both MDAR and the CCC. For more information, please visit:
https://masscannabiscontrol.com/wp-content/uploads/2021/05/Guidance-for-the-Retail-Sale-of-Hemp.pdf

MAHB
Assisting Massachusetts Boards of Health through training, technical assistance and legal education
Massachusetts Association of Health Boards
Cheryl Sbarra, J.D.
Executive Director and Senior Staff Attorney
www.mahb.org sbarra@mahb.org

This information is provided for legal educational purposes only. It is not to be construed as legal advice. For legal advice, please contact your own attorney.

Hemp-Derived Synthetic Cannabis Products containing Delta-8 THC or Delta-10 THC cannot be sold or manufactured in Massachusetts.

1. The Massachusetts Department of Agricultural Resources (MDAR) is the agency that regulates hemp; and MDAR has deemed that selling or processing hemp-derived Delta-8 (THC)[1] products is illegal.

   > **Because delta-8 is not naturally occurring in hemp (except for possible trace amounts), to produce delta-8 in commercial quantities it must be derived from hemp synthetically. While the Farm Bill did removed hemp from the Controlled Substances Act, it did not impact the control status of synthetically derived cannabinoids, thus delta-8 THC remains a controlled substance, regardless of the source. As a result, we do not allow hemp-derived Delta-8 products to be processed or sold in Massachusetts.[2]** (*Emphasis added*).

2. The Massachusetts Department of Public Health (DPH) is the agency that regulates food pursuant to 105 CMR 500. The food code requires that all edible products must be from approved food sources that comply with federal, state, and local regulations and must not contain any prohibited ingredients. Federal law prohibits the addition of CBD (hemp-derived cannabidiol products) in food because it is not an approved food source. Therefore, **any edible product that contains hemp-derived Delta-8 and/or Delta-10 cannot be manufactured or sold in Massachusetts.[3]**

3. Massachusetts law bans the sale of all flavored tobacco products except in state-licensed smoking bars for onsite consumption only.[4] The definition of tobacco products includes "electronic cigarettes, electronic cigars, electronic pipes, electronic nicotine delivery systems or any other similar products that rely on vaporization or aerosolization regardless of nicotine in the product."[5] Therefore**, all flavored vaping products, including hemp-derived THC vaping products with Delta-8 and Delta-10 are prohibited.**

Discussion

[1] Because Delta-10 is also a synthetically manufactured THC hemp-derived product, MDAR's legal position on Delta 8 would similarly apply to Delta-10.
[2] https://www.mass.gov/guides/hemp-in-massachusetts-faqs#-is-it-legal-to-manufacture-delta-8-thc-from-hemp?-
[3] 105 CMR 500.
[4] Id.
[5] Id.

While adult-use marijuana, also known as cannabis, is legal in Massachusetts, products containing Delta-8 THC and/or Delta-10 THC are not. Cannabis is a mixture of the dried flowers from the *Cannabis sativa* plant. The psychoactive (mind-altering) chemical in marijuana, responsible for most of the intoxicating effects is the naturally occurring **Delta-9 tetrahydrocannabinol (Delta-9 THC).** Delta-9 THC is found in the resin from the leaves and buds mainly from the female plant.[6] Delta-9 (THC) is the active ingredient which passes from the lungs into the bloodstream, and eventually throughout the body into the brain's receptors which influence pleasure, memory, sensory and time perception.[7]

The Marijuana plant also contains more than 500 other chemicals, 100 of which are other cannabinoids (CBD), including Delta-8 and Delta-10. Cannabinoids are "isomers" of Delta-9, meaning they are made of the same atoms, but arranged differently. The Marijuana plant contains miniscule amounts of naturally occurring Delta-8 and Delta-10 cannabinoids.

Notwithstanding Massachusetts state law legalizing it, marijuana is still illegal pursuant to federal law. The Controlled Substance Act lists marijuana as a Schedule I controlled substance. Other substances on the list include heroin and ecstasy[8].

The 2018 Farm Act removed hemp from the definition of marijuana. However, since Delta-8 and Delta-9 are only present in the marijuana plant in miniscule amounts, products containing these types of THC must be synthetically manufactured by converting hemp-derived cannabidiol (CBD) into highly concentrated THC. Since these Delta products are synthetically manufactured, they are considered Schedule I controlled substances and remain on the Federal Drug Enforcement Agency list of controlled substances.[9]

This information is provided for legal educational purposes only. It is not to be construed as legal advice. For legal advice, please contact your own attorney.

[6] https://nida.nih.gov/publications/research-reports/marijuana/what-marijuana
[7] Id.
[8] 21 USC §812.
[9] See, Drug Enforcement Admin., *Implementation of Agricultural Improvement Act of 2018,* 85 Fed. Reg. 51,639, 51,641 (2020).

SAMHSA ADVISORY
Substance Abuse and Mental Health Services Administration

FEBRUARY 2023

CANNABIDIOL (CBD) – POTENTIAL HARMS, SIDE EFFECTS, AND UNKNOWNS

The use of non-Food and Drug Administration (FDA)-approved **cannabidiol**, or **CBD**, has gained attention in recent years, as CBD is becoming increasingly popular and is being marketed for various health conditions.[1] A poll of American adults aged 18 years and older found that 14 percent reported using CBD products in 2019, and a similar poll conducted in 2020 found that as many as 1 in 3 adults reported using CBD products.[2-3] However, non-**FDA-approved**, commercial CBD products marketed to the public and available over the counter differ significantly in composition from those used in clinical studies,[4] and there is limited evidence to support their safety.[5] The public should be aware of the misconceptions surrounding CBD products, as well as the potential harms and risks associated with their use.

Key Messages

- Cannabidiol (CBD) and delta-9-tetrahydrocannabinol (delta-9 THC) are two of many chemical compounds called cannabinoids that are found in the cannabis plant. CBD, which in its pure form does not produce any psychoactive effects,[6-7] is typically derived from the hemp plant. Nevertheless, CBD products, except for the prescription medication Epidiolex,[1, 8] are not FDA-approved, so despite being marketed extensively, there are no federal standards for their content, purity, or potency[9]
- The concentration of CBD may be more or less than advertised and, because of a lack of quality control, the manufacturing process may introduce harmful biological and chemical contaminants, including the psychoactive THC.[5-6] The lack of safety standards, accuracy in labeling, and quality control may lead to additional concerns for unintended intoxication, particularly among children.
- Since federal restrictions on growing cannabis plants that contain low amounts of delta-9 THC were removed in 2018, CBD has become widely available in a range of products and formulations, including topicals, fabric, food, and beverages.[10]
- In 2020, as many as one-third of American adults reported using CBD products.[2]
- CBD has been marketed as a treatment for a range of health conditions in recent years; however, there is a lack of evidence to support many of these claims.[5]
- Potential risks and harms associated with CBD use include adverse drug interactions, liver toxicity, and reproductive and developmental effects.
- Delta-9 THC or delta-9 THC-contaminated products may be sold as CBD. Labeling of these products may be unclear or misleading, posing a potential threat to a user's current or prospective employment, produce inaccurate medical test results, or cause unintended drug interactions.
- More clinical research is needed to determine if CBD products are safe and effective treatments for the conditions for which they are marketed.[1]

Definitions

Agriculture Improvement Act of 2018: Defined cannabis plants as hemp or marijuana, depending on their concentration of delta-9 THC.

Cannabis sativa L.: A plant species used for producing hemp, marijuana, and other products; commonly referred to as cannabis.

Cannabinoids: Naturally occurring chemical compounds found in cannabis plants.

Cannabidiol (CBD): One of two main cannabinoids found in the cannabis plant; in its pure form, it has no known psychoactive effect.

Delta-8-tetrahydrocannabinol (Delta-8 THC): A cannabinoid that is typically manufactured from CBD and produces psychoactive effects. It is structurally different from delta-9 THC.

Delta-9-tetrahydrocannabinol (Delta-9 THC): One of two main cannabinoids found in the cannabis plant; it produces psychoactive effects. It is potentially more potent than delta-8 THC and may have more considerable side effects.

FDA-approved product: FDA has determined that the benefits of the product outweigh the known risks for the intended use.

Hemp: Cannabis plants and products with a delta-9 THC concentration of no more than 0.3 percent on a dry weight basis.

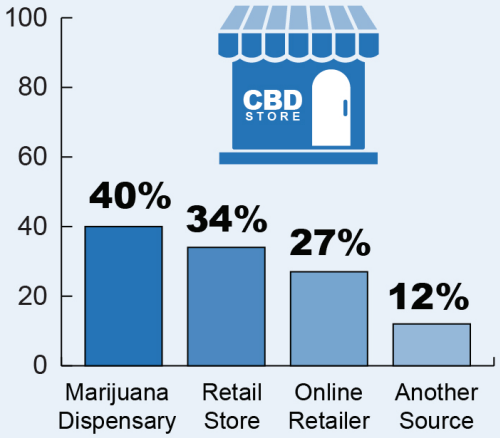
Marijuana: Cannabis plants and products with a delta-9 THC concentration greater than 0.3 percent on a dry weight basis.

Psychoactive effects: The effects of a drug or other substance on the mind (i.e., mind-altering), such as changes in mood, awareness, thoughts, feelings, or behavior. Any psychoactive effect is considered intoxicating (i.e., causes a "high") for the purposes of this advisory.

In 2019...[2-3,11]

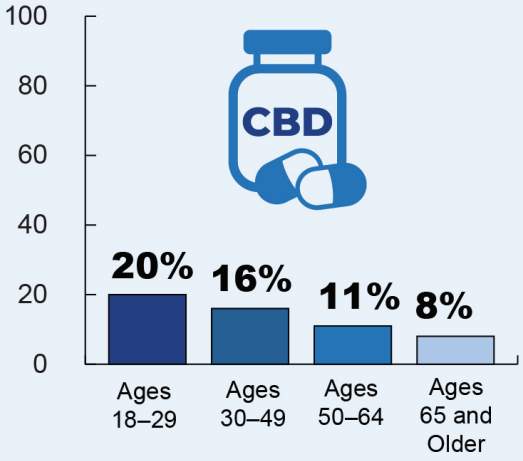
Over **270,000** U.S. retailers sold non-FDA-approved CBD products.

Percentages of CBD users who purchased it from…



64 percent of adults reported they are familiar with CBD products.

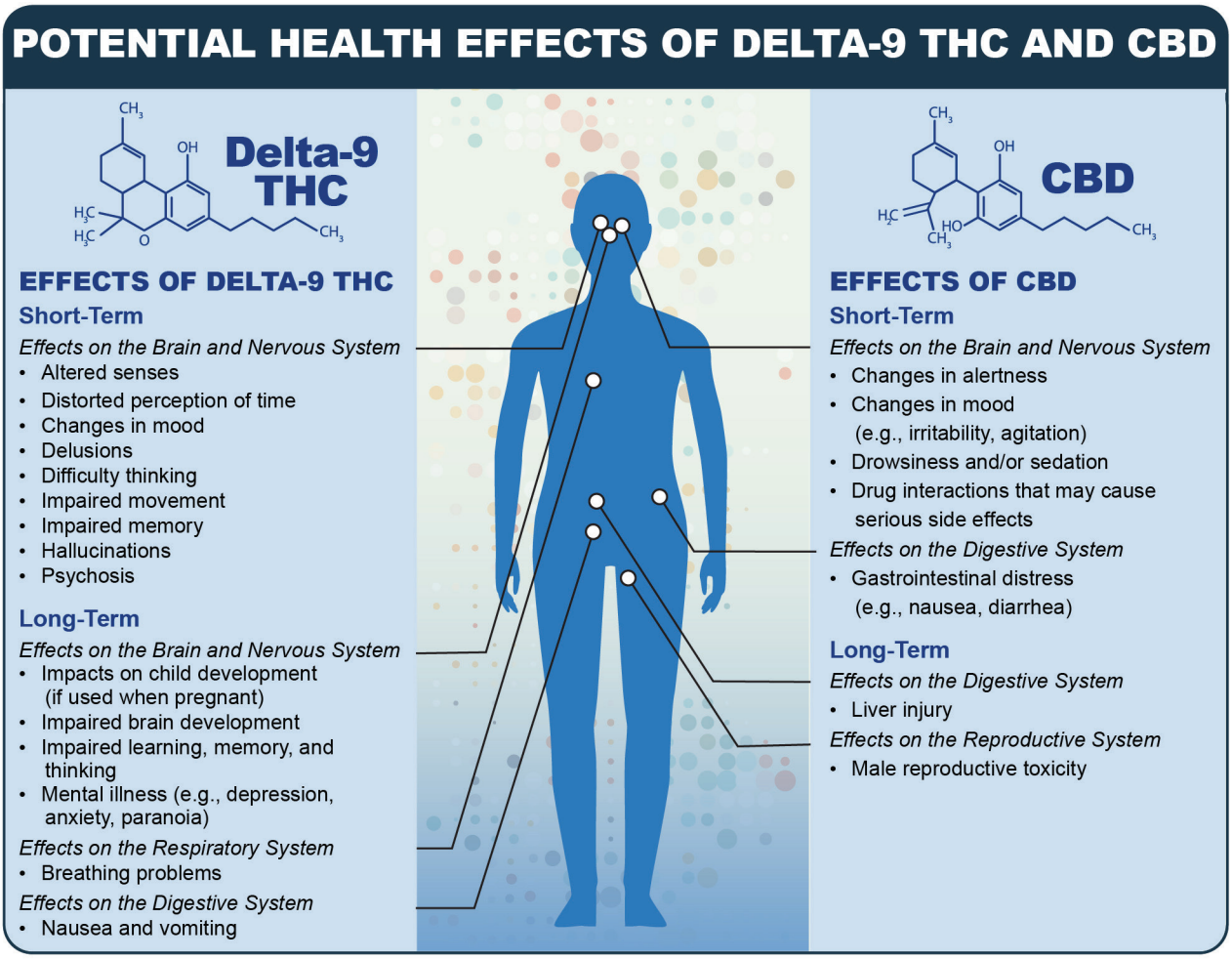
CBD use is more common in early adulthood:



Overview of Cannabis, CBD, and THC

The **cannabis** plant produces over 500 chemical compounds;[1] over 100 are **cannabinoids**—chemical compounds that produce a range of physical and mental effects.[1, 5, 10] CBD and **delta-9-tetrahydrocannabinol (delta-9 THC)** are the two most common cannabinoids,[1, 5, 10] with the latter having a high potential for misuse because of its **psychoactive effects**.[12] CBD and delta-9 THC both bind to receptors in the brain and body but produce different effects. Delta-9 THC disrupts many mental and physical functions and produces psychoactive effects; CBD does not produce psychoactive effects.[6-7] Figure 1 illustrates the current understanding that CBD use is potentially associated with mostly short-term effects, whereas delta-9 THC use is associated with short- and long-term effects.[5, 13]

Figure 1. Potential Health Effects of Delta-9 THC and CBD[5,13]



Delta-8-tetrahydrocannabinol (delta-8 THC) is another increasingly available cannabinoid that has psychoactive effects.[14-15] Because it is found in cannabis plants in only trace amounts, it is typically synthesized from CBD by using chemicals. The manufacturing process may introduce harmful chemical and biological contaminants.[15] The health effects of delta-8 THC are not well understood,[14] but adverse events have been reported to the FDA and nation's poison control centers.[14-15]

CBD versus marijuana: Legal definitions

Cannabis plants and products derived from them are divided under federal law into two broad categories, based on their delta-9 THC content: "**hemp**" and "**marijuana**". Hemp is defined under the Agricultural Marketing Act of 1946, as amended by the **Agriculture Improvement Act of 2018** (also known as the Farm Bill), as a cannabis plant or any part of that plant with a delta-9 THC concentration of no more than 0.3 percent on a dry weight basis.[17-19] The Farm Bill considers cannabis plants that cannot be classified as hemp, because they contain more than 0.3 percent delta-9 THC on a dry weight basis, to be marijuana.[18-19] This law effectively permitted the legal sale of hemp and hemp-derived cannabinoid products; however, it does not affect or modify the federal authority to regulate hemp and hemp-derived products.[10] Nor does it preempt or limit state or tribal laws on hemp production that are more stringent.[18]

> Since the Farm Bill was passed in 2018, every state, except for Idaho, Mississippi, and the District of Columbia, allows for some form of hemp cultivation, which increases access to and availability of hemp products, including CBD.[16]

About CBD Products

Hemp and marijuana plants contain both CBD and THC. CBD is typically derived from hemp because of its low THC concentration, and THC is typically derived from marijuana plants. There is currently only one FDA-approved CBD product, Epidiolex, which is a pharmaceutical-grade CBD oral liquid used for treating rare, severe forms of seizure disorders,[8-9] although its exact mechanism of action is not fully understood.[10] This product is available only in pharmacies, with a valid prescription from a healthcare provider.

Although not FDA-approved, CBD is found in a variety of other products, including: lotions, oils, creams, and other topical products; food and beverage items like chocolate, gummies, other candy, and tea; cosmetics; fabrics; and products for pets.[20-21] This variety in product types has contributed to the popularity of CBD, because it can be used in many different ways.[22]

Availability of CBD Products

The availability of CBD products, other than Epidiolex, varies by state, depending on its regulations. Over-the-counter CBD products are available throughout the United States, online or from "brick and mortar" retailers, including drugstores, grocery stores, convenience stores, and gas stations; however, most CBD sales—greater than 60 percent—are made online.[11] CBD products purchased over the counter, even from reputable retailers, are not FDA-approved.[23] Many questions about the safety, reliability, and effectiveness of CBD products remain unanswered.[4, 24-25]

CBD products sold at cannabis dispensaries are not FDA-approved and may contain more than 0.3 percent THC, depending on the state's definition of allowable CBD products.[26] In addition, although regulations and enforcement vary from state to state,[26] CBD products purchased from dispensaries may be subject to some form of oversight and standardization.

Marketing and Labeling of CBD Products

The FDA has not approved CBD products to be marketed as food additives or dietary supplements and has concluded that a new regulatory pathway for CBD is needed; it is prepared to work with Congress to develop a cross-agency strategy for the regulation of these products.[5, 28] Therefore, over-the-counter CBD products are often advertised as therapies for many health conditions, even though many of these claims are unproven and the health effects of these

products are unknown.[5, 8] The FDA has been unable to evaluate and approve these products for their marketed use, largely due to limited data to support their effectiveness.[5] As a result, the FDA sends warning letters to companies marketing unapproved products containing CBD with unsubstantiated claims that they treat certain medical conditions.[21, 24, 29] The FDA also regularly collects data and evaluates regulatory policies related to cannabis and cannabis-derived ingredients like CBD.

Nevertheless, the popularity of CBD products continues to grow. In 2020, CBD products generated over five billion dollars in sales,[11] a figure expected to increase as the market expands.[30]

Although Epidiolex is the only FDA-approved CBD product, CBD is also marketed for other health conditions. Presently, there is insufficient evidence to support the use of CBD for many of the other health conditions for which it is marketed as treatment.[1, 27] However, additional research evaluating the therapeutic efficacy of CBD for various medical conditions is underway. The National Center for Complementary and Integrative Medicine has summarized available findings to date.[1]

Risks and Harms of CBD Use

Many concerns have been raised about CBD use, particularly with regard to over-the-counter CBD products, as there are limited data on their safety and effectiveness.[4] These concerns include adverse events and side effects, questions about their reliability, and unproven health and wellness claims.

Adverse events and side effects. Potential side effects of CBD include decreases in alertness (e.g., drowsiness and sedation), changes in mood (e.g., irritability and agitation), decreased appetite, and gastrointestinal symptoms/distress (e.g., diarrhea).[4-5] CBD may also produce psychotic effects or cognitive impairment in individuals who also regularly use delta-9 THC products like marijuana.[4] In addition, CBD use has been associated with adverse events such as liver injury, interactions with other drugs, injuries following periods of sedation or drowsiness, and male reproductive harm.[5] Factors influencing the likelihood of CBD-associated adverse events and/or side effects include the strength and purity of the product, amount used, mode of administration, concurrent substance use and misuse (such as legal and illegal drugs and alcohol), and interactions with prescribed drugs or other medications.[9, 27]

Unreliable dosage and purity. CBD products that are not FDA-approved do not have to meet any standards for content or potency. Thus, these products may contain more or less CBD than stated on the label and, more concerning, biological and chemical contaminants due to unsafe manufacturing practices without adequate process controls.[6, 9] Research suggests that the labeled concentrations of CBD products are unreliable.[20, 31-34] The amount of CBD in over-the-counter products may range from very low to levels exceeding FDA-approved dosing for seizure disorders.[27] For example, one study found that among 84 commercial CBD extracts purchased online from 31 companies, the CBD concentration was labeled accurately in only 26 (31 percent); almost 43 percent of products were under-labeled and 26 percent over-labeled.[33] The uncertainty in composition poses significant health risks when using these products for medical conditions, particularly in children.[33, 35]

A 2020 evidence-based review found little data to support health benefits associated with over-the-counter CBD products.[4] Most of these products do not contain pure CBD and may contain other cannabinoids, including delta-9 THC,[4] and contaminants, such as pesticides.[4] The FDA has ruled that CBD products cannot be sold legally as dietary supplements and CBD is not considered a safe additive for food and beverage products.[27]

The purity of commercial CBD is also highly questionable, with contaminants including the intoxicant THC.[6, 32, 34] For example, in the previously mentioned study on 84 commercial CBD extracts, 21.4 percent of the samples contained unlabeled delta-9 THC;[33] another study found that 3 out of 25 (12 percent) hemp oil products available commercially exceeded the 0.3 percent concentration limit.[32] Thus users of CBD products that claim to not contain delta-9 THC may still screen positive for marijuana,[25, 32, 35-36] even at a delta-9 THC concentration as low as 0.02 percent by weight;[36] it is unlikely that pure CBD will produce a positive urine drug test.[37-38] Individuals should be aware that delta-8 or delta-9 THC-contaminated products may be sold as pure CBD. Unclear or misleading labeling may pose work-related, legal, and health risks, given that use of unsuspected delta-9 THC may threaten an individual's current or prospective employment, including athletics, produce inaccurate medical test results, potentially involve law enforcement, and cause unintended drug interactions.[20, 25, 32, 34-36, 39]

Unproven health and wellness claims. Over-the-counter CBD products are marketed for various health conditions, despite limited evidence of effectiveness or safety.[10] Nevertheless, the marketing claims may lead individuals to purchase these products without consulting a healthcare provider or being aware that they may contain impurities and different CBD doses than used in clinical studies with pharmaceutical-grade CBD.[4-6, 32, 34] Moreover, these individuals may assume that they are effectively treating their medical condition and therefore not seek medical care, which can delay receipt of accurate diagnosis and treatment. The FDA recommends that individuals discuss any medical concerns with a healthcare provider before taking CBD.[5]

Unknown health effects. Available evidence suggests that pure (i.e., uncontaminated) CBD, when used by itself, does not produce any psychoactive effects; however, it does affect the body, whether ingested or used topically (i.e., placed on skin) and may produce observable side effects.[27] Uncertainties around CBD use include unknown long-term health effects, proper dosing, effects on the developing brain, and developmental impacts on fetuses and infants when used by pregnant and breastfeeding people.[5] The FDA therefore strongly advises against the use of CBD in any form during pregnancy or while breastfeeding.[40]

Other concerns. Like CBD, products containing delta-8 THC are now available for purchase online and in stores and are being marketed for a range of health conditions;[14] however, these products have not been evaluated by the FDA and are not considered safe to use.[15] One of the greatest concerns around delta-8 THC products is that individuals who use them may be misled to believe that they do not have any psychoactive properties because they are labeled as a hemp product.[15] There are also concerns around product formulations, purity and dosage, unintentional product exposure to children and pets, and potential adverse events, such as vomiting, hallucinations, and loss of consciousness.[15]

Tips and Action Steps

Tips and Action Steps for Community Coalitions and Substance Use Prevention and Treatment Leaders

- Work with local health departments, regulatory agencies, and medical providers to disseminate the latest evidence on the risks and therapeutic potential of CBD, including that which is unknown.
- Educate community partners and community members, including adolescents and young adults, about the short- and possible long-term effects associated with CBD use.
- Implement evidence-based programs to prevent any non-FDA-approved CBD use, particularly among adolescents and young adults.

Tips and Action Steps for Healthcare Providers

- Encourage additional clinical research on the effects of CBD.
- Learn about potential interactions of CBD with alcohol and prescription and over-the-counter medications.
- Educate patients on the potential risks and harms associated with CBD use, including interactions with prescription drugs, dietary supplements, alcohol, and illicit drugs.

Tips and Action Steps for Parents, Caregivers, and the General Public

- Talk with children about the risks and harms of using products that contain CBD.
- Do not allow children to use over-the-counter CBD products.
- Consult a healthcare provider before using any CBD product.
- Be aware that the risk of CBD products containing delta-9 and/or delta-8 THC is unknown, and their use may affect employment drug screenings and interactions with law enforcement.
- Do not use CBD concurrently with medications, alcohol, or illicit drugs.
- If you experience adverse events as a result of using CBD products, report them to the FDA through their MedWatch Safety Information and Adverse Event Reporting Program.[41]

Resources

About Cannabis Policy in the United States	Information about cannabis policy, including the history of cannabis policy in the United States, issues treated by cannabis-related law, and federal laws.
FDA Regulation of Cannabis and Cannabis-Derived Products	FDA resources on CBD policy, including consumer information and several regulatory resources.
Conversation Goals: Talking with Teens About Alcohol and Other Drugs	Conversation goals for parents talking to children about alcohol and other drugs that can be used to also discuss CBD.
SAMHSA's National Helpline 1-800-662-HELP (4357)	A free, confidential, 24/7, 365-day-a-year treatment referral and information service (in English and Spanish) for individuals and families facing mental and/or substance use disorders.
Prevent Coalition	Prevent Coalition is a community coalition with prevention resources available for youth and teens, parents, schools, providers, and rural prevention specialists.

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SAMHSA ADVISORY

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The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

MAURA T. HEALEY
Governor

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Lieutenant Governor

KATHLEEN E. WALSH
Secretary

ROBERT GOLDSTEIN, MD, PhD
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

To: Local Boards of Health and DPH-licensed or Inspected Facilities

From: Massachusetts Department of Public Health and the Massachusetts Department of Agricultural Resources

Date: May 29, 2024

RE: Hemp Derived CBD and THC Not Allowed in Food and Beverages Manufactured or Sold in Massachusetts pursuant to 105 CMR 500.00: *Good Manufacturing Practices for Food* and 105 CMR 590.00: *Minimum Sanitation Standards for Food Establishments*

In order to address questions regarding the recent influx of products manufactured or sold in Massachusetts containing cannabidiol (CDB) and/or delta-8-tetrahydrocannibinol[1] and/or delta-9-tetrahydrocannabinol (THC), the Massachusetts Department of Public Health (DPH) and the Massachusetts Department of Agricultural Resources (MDAR) issue the following Frequently Asked Questions to make clear that addition of CBD and/or THC to food manufactured or sold in Massachusetts is illegal. This does not apply to edible marijuana products licensed and sold under the jurisdiction of the Cannabis Control Commission.

The Cannabis Control Commission and Marijuana Products

In Massachusetts, marijuana and edible marijuana products are regulated by the Cannabis Control Commission (CCC). This notice does not apply to marijuana products manufactured under the jurisdiction of the Cannabis Control Commission pursuant to G.L. c. 94G. Instead, this notice applies to food and beverages regulated by MDPH under its regulations 105 CMR 500.00 and 105 CMR 590.00.

The Federal Farm Bill and Hemp-derived CBD and THC

In 2018, the federal Agricultural Improvement Act of 2018 (Farm Bill) removed hemp (as defined by the Farm Bill) from the federal Controlled Substances Act and deemed it an agricultural commodity that could be lawfully produced in the United States. The Farm Bill, however, did not remove the existing federal prohibition of adding CBD or THC to food or beverages.[2] This prohibition still exists regardless of whether the CBD or THC is hemp derived as further discussed below.

Food and Beverages Regulated by MDPH and Hemp Products Regulated by MDAR

This notice applies to food and beverages regulated by MDPH under its regulations 105 CMR 500.00 and 105 CMR 590.00, which include bottled water and non-alcoholic carbonated beverages As explained

[1] The MDAR Hemp Program does not allow hemp-derived delta-8 THC products to be processed or sold in Massachusetts. https://www.mass.gov/guides/hemp-in-massachusetts-faqs

[2] The Farm Bill did not change the law regarding certain food ingredients derived from hemp (such as CBD and THC) and expressly provided that it did not make any changes to the authority of the U.S. Food and Drug Administration (FDA).

further below, retail and wholesale manufacturers, distributors and sellers of food, water, alcohol, and dietary supplements, are reminded that CBD and/or THC may not be added to food manufactured or sold in Massachusetts in accordance with MDPH regulations 105 CMR 500.00 and 105 CMR 590.00. These prohibitions apply whether such hemp products are processed or manufactured outside of the Commonwealth or by a licensee of the Massachusetts Department of Agricultural Resources (MDAR) operating under its Hemp Program pursuant to M.G.L. c. 128, Sections 116 through 123 and the regulation promulgated at 330 CMR 32.00.

MDPH regulation 105 CMR 500.00 requires that all food must be from approved sources that comply with federal, state, and local law and must not contain any prohibited ingredients. The FDA has concluded that, under 21 U.S.C. § 331(ll), federal law prohibits the addition of CBD and delta-9 THC (THC) to food products because CBD and THC are active ingredients in FDA-approved drugs. Since CBD and THC are not approved ingredients under 21 U.S.C. § 331(ll), they may not be added to manufactured foods, which also includes, but is not limited to, bottled water and non-alcoholic carbonated beverages. For more information about manufactured foods, please contact the Food Protection Program at fpp.dph@mass.gov.

MDPH regulation 105 CMR 590.00 incorporates the FDA's Food Code, which requires that food be obtained from sources that comply with federal, state, and local laws and must not contain any prohibited ingredients. As noted above, the FDA has concluded that 21 U.S.C. § 331(ll)prohibits the addition of CBD or THC to food products because CBD and THC are active ingredients in FDA-approved drugs. Since CBD and THC are not approved ingredients under 21 U.S.C. § 331(ll), they may not be added to foods distributed at retail.

For any questions related to 105 CMR 500.00 or 105 CMR 590.00, please contact the Food Protection Program at DPH 617-983-6754 or fpp.dph@mass.gov.

For questions related to MDAR's Hemp Program, please email mahemp@mass.gov.

Cc: Massachusetts Cannabis Control Commission
Alcoholic Beverages Control Commission

CBD and THC in Food Manufactured or Sold in Massachusetts

Below are the Massachusetts Department of Public Health's (MDPH) answers to some frequently asked questions about whether it is allowable in Massachusetts to add cannabidiol (CBD) or delta-9-tetrahydrocannabinol (THC) to food or to cosmetics. The below FAQs do not apply to marijuana products regulated by the Massachusetts Cannabis Control Commission

In 2018, the federal Agricultural Improvement Act of 2018 (Farm Bill) removed hemp, (as defined by the Farm Bill) from the federal Controlled Substances Act and deemed it an agricultural commodity that could be lawfully produced in the United States. The Farm Bill, however, did not remove the existing prohibition under the Federal Food, Drug and Cosmetic Act of adding CBD or THC to food or beverages. This prohibition still exists regardless of whether the CBD or THC is hemp derived as further discussed, below.

It is not legal to manufacture or sell food with CBD and/or THC in Massachusetts. These FAQs concern MDPH's regulations 105 CMR 500.00 and 105 CMR 590.00. They do not apply to marijuana products regulated by the Massachusetts Cannabis Control Commission.

Frequently Asked Questions

If I have a Massachusetts license or permit under 105 CMR 500 (Regulations for Good Manufacturing Practices for Food) to manufacture food, is it legal to add hemp-derived CBD or THC to food?

No. The Massachusetts Department of Public Health (DPH) regulates food manufacturing in the Commonwealth (see **105 CMR 500**). These regulations require that all food must be from approved sources that comply with federal, state, and local laws and must not contain any prohibited ingredients. The **FDA has concluded** that the Federal Food, Drug and Cosmetic Act prohibits the addition of hemp-derived CBD and THC to food products because CBD and THC are active ingredients in FDA-approved drugs. Since CBD and THC are not approved ingredients under the Food, Drug and Cosmetic Act, they may not be added to manufactured foods. For more information about manufactured foods, please contact the Food Protection Program at fpp.dph@mass.gov.

If I have a Massachusetts permit under 105 CMR 590 (Regulations for Minimum Sanitation Standards for Food Establishments) as a Food Establishment, is it legal to add hemp-derived CBD or THC to food I distribute at retail?

No. DPH sets minimum sanitary standards for food establishments in the Commonwealth. These regulations are enforced by local boards of health in partnership with the state (see **105 CMR 590**). The regulations incorporate the FDA's Food Code, which requires that food be obtained from sources that comply with federal, state, and local laws and must not contain any prohibited ingredients. As noted above, the **FDA has**

concluded that federal law prohibits the addition of CBD or THC to food products because CBD and THC are active ingredients in FDA-approved drugs. Since CBD and THC are not approved ingredients under federal law, they may not be added to foods distributed at retail. For more information about food sold in retail, please contact your local board of health.

I manufacture a carbonated non-alcoholic beverage that includes hemp-derived CBD and/or THC as an ingredient. May I sell this product in Massachusetts?

No. The bottling and sale of water and non-alcoholic carbonated beverages is regulated by Massachusetts law, including the Regulations for Good Manufacturing Practices for Food discussed above (see G.L. c. 94 §10A; 105 CMR 500.090 et seq). As with other food, since CBD and THC are not approved ingredients under the Federal Food, Drug and Cosmetic Act, they may not be added to bottled water and carbonated non-alcoholic beverages.

Other resources regarding bottled water are available here: **https://www.mass.gov/lists/bottled-water-resources**.

I hold an alcoholic beverage retail license. May I sell a carbonated non-alcoholic beverage that includes hemp-derived CBD and/or THC as an ingredient?

No. The bottling and sale of water and non-alcoholic carbonated beverages is regulated by Massachusetts law, including the Regulations for Good Manufacturing Practices for Food discussed above (see G.L. c. 94 §10A; 105 CMR 500.090 et seq). As with other food, because CBD and THC are not approved ingredients under the Federal Food, Drug and Cosmetic Act, they may not be added to bottled water and carbonated non-alcoholic beverages. Only retail establishments licensed and regulated by the Cannabis Control Commission may sell beverages that include THC as an ingredient.

I manufacture a product that contains "full-spectrum," "broad-spectrum," or "whole plant" hemp extracts. Can these extracts be added to food or beverages in Massachusetts?

No. Because "full-spectrum," "broad-spectrum" and "whole plant" hemp extracts are made from parts of the hemp plant that include hemp flower, they contain CBD, THC, and other cannabinoids. Whether the product label indicates the presence or concentration of these cannabinoids, they contain CBD and/or THC and may not be added to food.

If I am licensed or permitted as a food manufacturer or retailer in Massachusetts, is it legal to add hulled hemp seeds, hemp seed protein, and/or hemp seed oil to food I manufacture and/or sell at retail?

Yes. The **FDA has completed** its evaluation of generally recognized as safe (GRAS) notices for hulled hemp seeds, hemp seed protein and hemp seed oil. These products can be legally added to human food, provided they comply with all other requirements.

I have a license issued by the Massachusetts Department of Agricultural Resources (MDAR) to process hemp. Is it legal for me to add CBD or THC to manufactured or retail food?

No. The **MDAR Hemp Program** does not provide an exception to the Food, Drug and Cosmetic Act's prohibition against adding CBD or THC into food products.

May I market my hemp products (e.g., hulled hemp seeds, hemp seed protein and hemp seed oil) by making therapeutic claims without FDA approval?

No. The **FDA has reiterated** that cannabis products (hemp-derived or otherwise) that are marketed with claims of therapeutic benefit or any other disease claim must be approved by the FDA.

Is it legal to process or sell hemp-derived delta-8 THC products in Massachusetts?

No. The **MDAR Hemp Program** has **stated** that because delta-8 THC is not naturally occurring in hemp (except for possible trace amounts), to produce delta-8 THC in commercial quantities it must be derived from hemp synthetically. While the Farm Bill did remove hemp from the Controlled Substances Act, it did not impact the control status of synthetically derived cannabinoids, thus delta-8 THC remains a controlled substance, regardless of the source. As a result, the MDAR Hemp Program does not allow hemp-derived delta-8 THC products to be processed or sold in Massachusetts.

May I sell cosmetic products containing hemp, CBD, or THC at retail in Massachusetts?

The FDA has advised that under the FD&C Act, cosmetic products and ingredients are not subject to premarket approval by FDA, except for most color additives. Certain cosmetic ingredients are prohibited or restricted by regulation, but currently that is not the case for any cannabis or cannabis-derived ingredients. Ingredients not specifically addressed by regulation must nonetheless comply with all applicable requirements, and no ingredient – including a cannabis or cannabis-derived ingredient – can be used in a cosmetic if it causes the product to be adulterated or misbranded in any way.

For more information on cannabis and cannabis-derived ingredients in cosmetics, please visit the FDA's Frequently Asked Questions.

What can I do if I had an adverse reaction to a cosmetic product labeled as containing CBD or THC?

You can report a cosmetic related complaint **directly to the FDA**. FDA tracks these through their Adverse Events Reporting System (FAERS).

Where can I find additional information on medical and adult use marijuana, or hemp in Massachusetts?

For more information regarding medical and adult use marijuana, please contact the Cannabis Control Commission.

For more information regarding hemp-derived products, please contact the Massachusetts Department of Agricultural Resources (MDAR).

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Public Hearing: Proposed MBTA Needham Line Commuter Rail Service Modifications
Presenter(s)	

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

Town staff and representatives of the Select Board meet regularly with community partners, including the MBTA. During a recent meeting, representatives of the MBTA suggested that the Town could request a pilot program to reduce train horn noise while the quiet zone design is underway. The potential modification is an option offered to the Town and not a proposal initiated by the MBTA. The intent of this hearing is to gauge community interest in such a proposal prior to the Board's making a decision whether or not to ask the MBTA to implement the pilot.

The MBTA's proposal would terminate the first and last trains on the Needham Line at Needham Junction Station as opposed to Needham Heights. On these two trains, there would be no service to Needham Center or Needham Heights Station, eliminating the need for the train to sound its horn at the four grade crossings between Junction Station and Needham Heights.

The specific proposed modifications are:

- Weekdays: The 5:05 AM inbound train from Needham would depart from the Needham Junction Station and the 12:13 AM outbound from South Station would terminate at Needham Junction Station
- Weekends: The 6:10 AM inbound train from Needham would depart from the Needham Junction Station and the 10:15 PM outbound from South Station would terminate at Needham Junction Station

The Select Board wishes to hear the public's input on this proposal as it considers the modifications and continues discourse with the MBTA on this topic.

2.	**VOTE REQUIRED BY SELECT BOARD**

N/A – Discussion Only

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

3.	**BACK UP INFORMATION ATTACHED**

a) Feedback Sent to selectboard@needhamma.gov as of 10 AM on June 21, 2024
b) FAQ on Proposed Service Modifications
c) Presentation of Commuter Rail Route and Schedule

Myles Tucker

From: [redacted]
Sent: Tuesday, June 18, 2024 12:16 AM
To: Selectboard
Subject: 06/25 proposed MBTA changes - opinion

To whomever it may concern,

Please do not ask to change the train lines in Needham. Part of this towns value and allure is the accessibility to public transportation. I am someone who uses the Junction station 3-4 times per week. Every weekday trains going into the city are reasonably full upon arrival to the Hersey stop. A huge portion of the commuter rails passengers originate at Needham junction. By early morning, the junction parking lot is practically full - when I've tried to take later trains I've had instances where I've been unable to find a spot, so if all passenger traffic is directed towards the junction the parking lot will be much more full than it already is. Parking volume will increase because the Junction is not within walking range for everyone in Needham who takes the train. If the junction lot is full, this deprives residence in close proximity to the junction a benefit they pay to be close to.

Furthermore people value Needham because of our four different MBTA stations - it makes our town valuable in all locations NOT just one neighborhood over another. It isn't fair or equitable to provide one neighborhood a service that another neighborhood doesn't have easy access to. Removing access to early trains punishes people who don't live close to the junction - the people who don't have cars, the people who want to avoid the crowds and the people who want to get into the office early.

I hope you will consider what I've written. Please let me know if you need anything else.

Emma Caponi
617-529-8374

Myles Tucker

From: [redacted]
Sent: Sunday, June 16, 2024 8:07 AM
To: Selectboard
Subject: Change in train schedule

Hi, I was wondering what specifically would change at Needham Junction train station with new proposal to have earliest and latest trains start/end there.
1. Will the trains be idling for any time when starting in the morning?
2. Will the trains be idling for any time when ending for the day?
3. Will the trains be stopping/idling for any times other than when passengers getting on or off the trains?
4. Will there be any change in the train horns at Needham junction with this new proposal?
I look forward to your response, Joanne Devine Sent from my iPhone

Myles Tucker

From: [redacted]
Sent: Tuesday, June 18, 2024 8:39 AM
To: Selectboard
Subject: Comments in response to proposed MBTA pilot

To whom it may concern,

Hello, I wanted to submit comments in response to the proposed MBTA pilot to eliminate trains past Needham junction at certain times in the mornings and evenings.I live near Needham Heights and take the train often, at all different hours, for a job in Boston, and to visit the city.

I think this pilot is a terrible idea. At a time where more people are supposed to be encouraged to take the train, this will instead discourage that. How is more housing going to be built near the train when trains are being eliminated?

Also, the 10pm train on the weekend from Boston is not that late, and the train before that is at approx 7pm. You will be eliminating the ability for people who want to go to Boston for dinner, a show or sporting event, to be able to return back to Needham.

Thank you,

Jennifer Priester

Sent from my iPhone

Myles Tucker

From: [redacted]
Sent: Monday, June 17, 2024 7:52 PM
To: Selectboard
Subject: Constituent Feedback Concerning Town/MBTA hearing on June 25th

Hello,

I am a resident of Hasenfus Circle, in the Needham Heights neighbourhood of town. I am writing to state my objection to the pilot program to stop the 5:05AM/6:10am and 10:11PM/12:13AM trains at Needham Junction.

I am an avid believer in the importance of public transportation and I am a regular user of the commuter rail (I take it at least 3 times a week). I am against any proposal that would limit public transportation options further. I worry doing so would set a dangerous precedent, especially at a time when I think we should be working with the MBTA to increase the number of public transportation options, not limit them (at least so we have a train schedule that is more regular and comparable to those of other neighbouring towns).

In addition, while I appreciate this proposal is based on the logic that these trains have a light passenger load, I would argue that this proposal does not offer a feasible alternative for those passengers who do need to get to Needham Center/Heights on these trains (what are they supposed to do?). In addition, I would be interested to know how we know the passenger load on those trains is low - what data do we have that reliably tracks this?

Thank you for considering my view on this important topic.

Alison Vallereux
23 Hasenfus Circle
Needham

Myles Tucker

From: Kevin Keane
Sent: Thursday, June 20, 2024 1:13 PM
To: Myles Tucker
Subject: Fw: Proposal for MBTA Needham line schedule modification.

Hello Myles,
This email was addressed to me. Could we add it to the public record for 6/25?

From: [redacted]
Sent: Friday, June 14, 2024 3:45 PM
To: Kevin Keane <kkeane@needhamma.gov>
Subject: Proposal for MBTA Needham line schedule modification.

Dear Kevin

I urge you to improve the quality of life in Needham by modifying the Needham Line schedule to end the first train at 5:05 and the last at 10:15. Each night, I debate whether to keep the window open in my bedroom and enjoy the fresh air or close it in the hope of getting an extra hour of uninterrupted sleep. As a neighbor, I am sure that you are aware, as I am, that for those of us who live in Needham Heights, the train horn continues to be a problem as late as midnight as trains shuttle back and forth over the West Street Highland Avenue crossing. I am not sure why this occurs; I assume it has something to do with getting ready for the first run in the morning, but it needs to be looked into.

I appreciate your consideration,
David Moore
61 Hoover Rd.

On a personal note, we often chatted when I walked my dog past your house. Buffy died several years ago, and that, plus my nearing eighty, has restricted my movements. But I have fond memories of our conversations and your homemade maple syrup.

Myles Tucker

From: Office of the Town Manager
Sent: Friday, June 21, 2024 10:43 AM
To: Selectboard
Subject: FW: Question on mbta pilot

--
Myles Tucker
He/Him/His
Support Services Manager

Town of Needham
Town Hall
1471 Highland Avenue
Needham, MA 02492
Tel: 781-455-7500, Extension 204
www.needhamma.gov
Like us on Facebook
Follow us on Instagram

-----Original Message-----
From: [redacted]
Sent: Friday, June 21, 2024 10:17 AM
To: Office of the Town Manager <OTM@needhamma.gov>
Subject: Question on mbta pilot

Hello,
Can you Please let us know what the actual numbers of riders are for all the trains that board between heights/center? Using the term “light” is not helpful in making an informed decision. I also want to say that for accurate numbers having a person do a survey to count on the actual riders on trains is helpful as not all conductors scan tickets and not all scan tickets after each stop. I also hope that signs have been placed at all stops affected as it sounds the trains would depart earlier from Needham Junction as well (based on the wording from your post).

-Stefanie Forman

Myles Tucker

From: [redacted]
Sent: Friday, June 21, 2024 8:56 AM
To: Selectboard
Subject: I Support Train Service Modification

Good morning!

I am unable to attend the hearing. I support the pilot program as written. I live approximately one mile from Needham Heights and I am routinely awakened from my sleep from the early morning train horn from Needham Heights. We should try the pilot as written. Thank you.

John Gallo
298 Brookline Street
Needham MA 02492

Sent from my iPhone

On Jun 21, 2024, at 08:50, 1 News from Town Manager/Select Board <listserv@civicplus.com> wrote:

View this in your browser

This complimentary message is being sent to opt-in subscribers who might be interested in its content. If you do not wish to continue receiving these messages, please accept our apologies, and unsubscribe by following the instructions at the bottom of this message.

* * * * * * *

June 21, 2024

Public Hearing on Train Service Modification to be Held June 25th at 7 pm

Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 10:10 AM
To: Selectboard
Subject: I urge you to support the plan to terminate certain Needham Commuter Rail trains at Needham Junction

Dear Needham Select Board:

At your June 25 Public Hearing on "noise relief," please support the plan to have the earliest and latest commuter rail trains between South Station and Needham terminate or begin at the Needham Junction station, rather than having them run all the way through to the Heights station. I live close to the tracks and to the crossing at Oak Street, and am adversely affected by the loud horns these trains sound. It would be a great relief if the earliest and latest trains did not run all the way through all of the Needham street crossings.

Thank you for considering this, and I highly encourage you to work with the MBTA to make this possible.

Bruce Howell
99 Maple Street, Needham

Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 9:18 PM
To: Catherine Dowd
Cc: Dave Horrigan; Selectboard
Subject: idling at the Junction

Hi Cathy, Selectboard,

I can't imagine allowing diesel trains to idle at the Junction. I have just learned that there is a proposal to shorten the Needham Line, causing the trains to idle at the Junction four times per day. That's a very bad idea.

The other Needham stations are in commercial zones, but the Junction abuts residential properties. The proposed changes will lead to more than an hour of diesel engines idling immediately beside people's homes. That is *not* a step towards improving health and wellness in Needham. It is my understanding that the MBTA has policies strictly prohibiting idling in residential areas. There are also federal and state anti-idling laws. Has an environmental evaluation been done?

Certainly, the town is obligated to inform the affected residences by mail in advance of the Selectboard meeting on the 25th.

Thank you,
Dave & Holly

Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 4:50 PM
To: Selectboard
Subject: Limiting first/last train service

Please reduce the service level of the trains. I was surprised when these extended services were introduced in the first place.

These really early and very late horns limit our sleeping and the comfort of my family and children to around 4 hours per night .

I am sure that the ridership at these times I nominal so the impact would be very small but a great improvement to those that live here.

I would also propose that the trains should actually terminate and start from the Hersey stop so that it further reduces the noise pollution to those of us that would like to improve our sleeping time.

Thank you for your consideration and action.

Andrew Tucker

Myles Tucker

From: [redacted]
Sent: Friday, June 21, 2024 10:21 AM
To: Selectboard
Subject: MBTA June 25 meeting

Good morning,
Since I am unable to attend the June 25th meeting, I'm sending my thoughts about the proposal of having the early morning and late night trains idle at the Junction. As a 52 year resident of Warren St in the Junction neighborhood I've experienced many reconfigurations of scheduling and proposals including extending the Orange Line (thankfully that never came to pass). I'm sure many questions will be addressed at the meeting including ridership and alternative scheduling. I look forward to reading the data.
I do not support the option of having trains idle at the Junction or any Needham station for long periods of time.
Thanks for your service to our community.
Yours truly,
Elizabeth Bourguignon
287 Warren Street
Sent from my iPad

Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 2:43 PM
To: Selectboard
Subject: MBTA Needham schedule adjustment proposals

Greetings to the wonderful people of the Needham Select Board!

I wanted to write to you about the below proposal published in yesterday's "The News You Need(ham)".

- the 5:05 AM weekday and 6:10 am weekend bound trains bound for South Station depart from Needham Junction (rather than from Needham Heights); and
- the 12:13 AM weekday and 10:11 pm weekend outbound trains leaving South Station terminate at Needham Junction rather than Needham Heights.

Is the motivation behind this change to reduce train horn noise at hours people are generally sleeping? If not, would you be so kind as to share what the motivation is? Assuming this is the reason though, I have the following comment:

I would like to get a commitment from the town/select board that if/when we implement the quiet zones in town that we re-establish the service to the Heights at these times. This reduction should only be temporary.

Within that though, I think it would be a less good idea to eliminate the weekend inbound 10:11 pm train after the junction. Weekends at 10:11 pm is precisely when I would anticipate people would be wrapping up their partying in Boston and seeking a train. Eliminating stops on this train might discourage someone from taking the train at all and they may attempt to drive drunk. I would prefer we not eliminate the stops on that train on the weekends. And really, I don't think a train arriving around 11pm on a weekend should be considered that much of a burden.

These are my thoughts for your consideration!

Glenn Mulno
TMM - Precinct I

PS - btw - this "The News You Need(ham)" resource is such a great resource for the town! I'm so glad we have this!

Myles Tucker

From: Sandra McLaughlin [redacted]
Sent: Friday, June 21, 2024 7:10 AM
To: Selectboard
Subject: null

I support the new schedule. I live on Cedar Springs Lane, one mile from the center of town and the horns are heard at my home as they cross thru every crossing.
Late night disruption to sleep and no alarm clock needed in the morning

Sent from my iPhone

Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 1:40 PM
To: Selectboard
Subject: Notice of Public Hearing

Hello,

I fully support the pilot program to reduce the train horns and provide noise relief for many residents in our community.

Thank you and thumbs up!

--
George Varimezov, CPA
Online Taxman | 347 Fifth Ave. Suite 1402-171 | New York, NY | 10016 george@onlinetaxman.com |(p) 347.221.7000 |
(f) 815.550.8651 |
Calendar: https://calendly.com/george-onlinetaxman/30min

Myles Tucker

From: [redacted]
Sent: Saturday, June 15, 2024 9:10 AM
To: Selectboard
Subject: Pilot to eliminate some train noise

Good morning

Please endorse the proposal to eliminate some of the early train and late train noise, especially in these warmer months. The horn is very disruptive.

Thank you!

Leigh and John Burnham

Myles Tucker

From: [redacted]
Sent: Thursday, June 20, 2024 8:31 PM
To: Selectboard
Subject: Potential Needham Heights Train/MBTA Schedule Changes

Greetings, kind Needham Select Board member,

Thank you for all you do for our beautiful town of Needham.

Needham Heights resident Michael Kelly here writing because Doug Fox said on the Needham Facebook page that I could e-mail the select board with my opinion if I am unable to attend Tuesday's meeting.

I strongly support the proposed MBTA pilot program to provide noise relief for our area, and ask that you please consider my opinion when making your decision.

My wife and our 3 children live just 1 mile away from the Needham Heights station and the train horns wake us up at midnight and 4am every night and morning through closed windows with our Air Conditioners and White Noise machines turned on.

Please do all you can in your power to provide noise relief with this pilot program, and with future "quiet zones."

Thank you for your time and consideration. Happy to respond to questions if you have any.

Best,
Mike Kelly
Central Ave Needham Heights Resident of 10 years
508.277.7055

Myles Tucker

From: [redacted]
Sent: Thursday, June 20, 2024 4:39 PM
To: Selectboard
Cc: Dave Horrigan
Subject: process problems

Dear Select Board,

Today, through a discussion on Facebook, I was directed to an article published in the Needham Observer detailing the plan to change the Needham Line, including converting the Junction from a station to a terminal during the nighttime trains and shortening the line. There are significant process concerns if the Select Board intends to vote in a determinative manner on the 25th of June.

There were no posted public agendas, nor are their public minutes, nor are there emails from the private "Safer Quieter Needham" group, ever mentioning the possibility of altering the Needham Line schedule or converting the Junction to a terminal. The most recent posted minutes of the Quiet Zone working group are dated February 2024 and there is no mention of this discussion. The most recent posted agenda for the Quiet Zone working group is from March 2024 and there is no mention of this discussion. There is no mention of the topic on the Select Board's minutes.

While the Needham Observer article makes clear that members of the Town have been busy at work on this idea, there hasn't been an effort to engage the broader Needham community and residents near the Junction who will be directly affected in this important topic. Not only are the Select Board and the Quiet Zone Working group obligated to adhere to open meeting laws, any re-zoning of the Junction area requires a thorough process prescribed by the Town's By Laws, and such re-zoning is likely necessary if the Junction is to be used as a terminal. Further, the MBTA is required to engage in public outreach, including well-noticed public hearings, regarding any changes to the train schedule. The FTA also requires the MBTA to engage in this public process as a provision of receiving federal funds. A public hearing about quiet zones held in 2021, literally years ago, doesn't satisfy the requirements.

It is clear that families around the Junction and train riders have been blindsided by this announcement, even among those of us on the "Safer Quieter" email list who have been following along on the progress of the Quiet Zone effort. This is not acceptable.

It is troubling that it is not yet possible to find any official notice of this upcoming Select Board meeting scheduled for the 25th. It is also very troubling that the Select Board has not invited the MBTA to the meeting to answer public questions. The few who have discovered the Board meeting through random Facebook posts have not had the opportunity to gather information, ask questions, and meaningfully engage in the process, or offer alternatives that would prove to be better than what is currently being proposed.

Thank you,
Holly Horrigan

Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 12:46 PM
To: Selectboard
Subject: Proposal for MBTA Needham line schedule modification.

To the Board of Selectmen,

I urge you to improve the quality of life in Needham by modifying the Needham Line schedule to end the first train at 5:05 and the last at 10:15. Each night, I debate whether to keep the window open in my bedroom and enjoy the fresh air or close it in the hope of getting an extra hour of uninterrupted sleep. You should also be aware that for those of us who live in Needham Heights, the train horn continues to be a problem as late as midnight as trains shuttle back and forth over the crossing. Why this occurs, I am not sure; I assume it has something to do with getting ready for the first run in the morning, but it needs looking into.

Thank you for your consideration,
David Moore
61 Hoover Rd.

Myles Tucker

From: [redacted]
Sent: Thursday, June 20, 2024 3:30 PM
To: Selectboard
Subject: Proposed train service changes

Dear Needham Select Board Members,

I am a Needham resident living at 42 Gayland road, just behind the Needham Junction train station. As I am unable to attend the upcoming town meeting on this topic, I am writing to express my sincere concerns for the proposed change to the train service schedule which would result in the first two and last two trains idling at Needham Junction Station.

My concerns for this are based on the following:
1) Significant impact to service for residents near Needham Center or Needham Heights
2) Increased noise from idling trains in a HIGHLY residential area
3) Increased train exhaust from idling trains in a HIGHLY residential area

Regarding point #1, there may be Needham residents who rely on train service who either do not have cars or are unable to drive to/from Needham Junction for various reasons (including intoxication). People should not lose access to public transportation options. Further, it is a public health risk that intoxicated people coming home late on the train would be forced to potentially drive across the entire town to get back to their homes.

Regarding points #2 and #3, while I acknowledge that Needham Heights is also a residential area, it is much more proximal to commercial/business properties than Needham Junction, where the train stop is essentially bordered on all sides by resident homes. In Needham Heights, the tracks are much better separated by neighboring businesses, streets, and landscape features. Because of these factors, the air and noise quality impact to Needham Junction residents is potentially higher than with maintaining the current train operation pattern. Diesel train exhaust is a well-established health hazard. The sound impact of idling trains (which often rattle the windows of our house) at these times would also be extremely disruptive to this otherwise peaceful neighborhood.

Please consider these points carefully in weighing this proposed train schedule change.

Thank you,
Emily

Myles Tucker

From: Stephen Billhardt [redacted]
Sent: Thursday, June 20, 2024 3:57 PM
To: Selectboard
Cc: Lars [Safer Quieter Needham]
Subject: Public Hearing regarding Possible Train Service Modification

Dear Select Board Members,

I would FULLY support, 100%, the idea of having the first and last trains coming towards Needham begin and end at Needham Junction. This would be a truly impactful blessing for my sleep, mental health and belief in this town.

I will be out of town during this meeting and unfortunately I am not available to attend in person. I did want to add these thoughts though:

- I think it is important for Board Members who don't live close enough to hear the whistles that just because the first train “departs” Needham Highlands at 5:05 am , the train typically goes through town with its whistles starting at 4:35 am!! Crazy early.
- So living on Linden Street, near the Post Office, we hear the whistles come through on Oak Street around 4:35ish, then when it crosses Highland around 4:40, and then May Street around 4:45.
- We get the whistles both coming and going, so when the last train departs in the late evening/early morning, the whistles continue for about 20 minutes after the last train arrives in Needham Heights.

Please, please, pass this proposal. In addition to helping out the thousands of homes that are affected by the noise, if you have counted how few passengers are on these trains, I suspect that it will help sway your opinion and vote as well given the cost of these trains far outweigh the benefits to riders.

I appreciate your consideration.

Stephen

Notice of Public Hearing

The Select Board will hold a public hearing at 7:00 PM on Tuesday, June 25, 2024, in the Select Board Chambers at Needham Town Hall and via Zoom to seek feedback about a proposal for train service modification.

The MBTA will consider a pilot program under which:

- the 5:05 AM weekday and 6:10 AM weekend bound trains bound for South Station depart from Needham Junction (rather than from Needham Heights); and
- the 12:13 AM weekday and 10:11 PM weekend outbound trains leaving South Station terminate at Needham Junction rather than Needham Heights.

The intent of this potential pilot is to eliminate the need for sounding most train horns for those first and last trains of the day.

This would provide some noise relief for the community while having minimal impact on transportation service, as the affected trains carry relatively light passenger loads compared to midday service.

Myles Tucker

From: [redacted]
Sent: Thursday, June 13, 2024 7:40 PM
To: Selectboard
Subject: Public Hearing on Train Service Modification

Dear Select Board,

I am writing to voice my opposition to the MBTA's plans to reduce early morning and late night train service.

Frequent, reliable, and convenient public transportation options are more important today than ever before. The mere discussion of reducing service erodes confidence that public transit will be there when we need it.

Imagine the following hypothetical proposal:

"The Town will consider a pilot program under which drivers planning to travel on Town roads before 5 AM or after 10 PM would NOT be allowed to park at their homes. Instead, they will park at an off-site area, approximately one mile from their residences. Residents can then walk or bike the final mile to their homes. The intent of the pilot is to eliminate traffic noise and unsafe conditions in residential areas while having minimal impact on transportation as traffic is relatively light at these times of the day compared to rush hour."

I imagine you find this proposal profoundly absurd and utterly unacceptable. But this is exactly what the MBTA is proposing to do to riders who rely on train service. I hope you treat the needs of public transit users at least as high as automobile drivers and soundly reject the MBTA's proposal.

Best regards,
David Hruska
21 Rosemary St.

Myles Tucker

From: [redacted]
Sent: Friday, June 21, 2024 10:17 AM
To: Office of the Town Manager
Subject: Question on mbta pilot

Hello,
Can you Please let us know what the actual numbers of riders are for all the trains that board between heights/center? Using the term “light” is not helpful in making an informed decision. I also want to say that for accurate numbers having a person do a survey to count on the actual riders on trains is helpful as not all conductors scan tickets and not all scan tickets after each stop. I also hope that signs have been placed at all stops affected as it sounds the trains would depart earlier from Needham Junction as well (based on the wording from your post).

-Stefanie Forman

Myles Tucker

From: Scott Schwartz [redacted]
Sent: Friday, June 14, 2024 2:36 PM
To: Selectboard
Subject: Re: Public Hearing on Train Service Modification to be Held June 25

I forgot to include that I support having the early and late train service modified.

From: [redacted]
Sent: Friday, June 14, 2024 11:38 AM
To: selectboard@needhamma.gov <selectboard@needhamma.gov>
Subject: Public Hearing on Train Service Modification to be Held June 25

Please send my comments to the Selectboard.

The horn sounds from the trains are very annoying. Trains should be equipped with technology that lowers the decibel level of the horn when traveling at speeds of **5 mph** through Needham, as opposed to higher speeds.

In addition, please look at the following link below. It seems that the automated horn systems (AHS) work a lot better than train mounted horns especially when the trains are traveling at very low speeds, and residents found it a lot less disturbing.

https://railroads.dot.gov/sites/fra.dot.gov/files/fra_net/2107/rr0706.pdf

Myles Tucker

From: Myles Tucker
Sent: Monday, June 17, 2024 8:18 AM
To: Ruth Dowling
Cc: Selectboard
Subject: RE: Question about proposed modification to train schedule

Hello Ruth,

I will forward your questions to the Select Board, who can posit these to the MBTA staff who will be present at the public hearing on the 25th, as well as note the concerns alluded to in the email.

--
Myles Tucker
He/Him/His
Support Services Manager

Town of Needham
Town Hall
1471 Highland Avenue
Needham, MA 02492
Tel: 781-455-7500, Extension 204
www.needhamma.gov
Like us on Facebook
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-----Original Message-----
From: [redacted]
Sent: Friday, June 14, 2024 7:58 PM
To: Office of the Town Manager <OTM@needhamma.gov>
Subject: Question about proposed modification to train schedule

Hello,
I have some concerns about the proposal to have the last/first train terminate/start from Needham Junction.
Will the trains be housed at Junction station overnight? How long do they idle before they first train is schedule to leave the station and after they end for the day?
Needham Junction sits in the middle of a heavily populated residential area. There are houses sitting right next to the tracks. What type of noise pollution and air pollution will these residents experience? Are we eliminating noise in one part of town and bringing it to another along with health risks for the residents in the area?
Thank you for providing more information on this proposal.
Ruth Dowling
Sent from my iPhone

Myles Tucker

From: Holly Horrigan [redacted]
Sent: Tuesday, June 18, 2024 9:45 AM
To: Selectboard
Subject: ridership & meeting questions

Hi,

In advance of the meeting to be held on the 25th to discuss changes to the Needham Line, can you please provide ridership data for the four trains for which schedule changes are being considered. In particular, I would like data for total ridership per day for the 12:30 am and 5:05 trains as well as ridership per day per stop for these trains.

Can you also please advise what the format for public comment will be and if there will be any opportunity to have questions answered (that might arise during the course of the meeting).

Thanks and Regards,
Holly Horrigan

Myles Tucker

From: Donna Vello [redacted]
Sent: Monday, June 17, 2024 9:52 PM
To: Selectboard
Subject: Stopping the trains at junction

Hi all,

Sharing my thoughts on the idea you are considering on stopping the trains at Junction as a trial. I think it's a very clever idea… But…

I think this could create a real hardship for some people who are trying to get to work and have to walk from Junction. I am happy to get rid of the train whistle with Safer Quieter Needham, but this is not the way to go. Imagine you arrive at Junction and have to get to work in the heights and you are on foot on a hot or rainy day…or vice versa. It's all fine if you have a car and can easily drive and find a parking spot, but not if you are on foot. It's just another way that could hurt the most vulnerable people coming in and out of town. Imagine if people living in the Heights had to walk all the way to junction this week. Or in a rain storm. This is not the way to go.

Thank you.

Donna Vello
141 Hawthorn Ave

Sent from my iPhone

Myles Tucker

From: Alex Poulos [redacted]
Sent: Friday, June 14, 2024 12:43 PM
To: Selectboard
Subject: Support for Pilot Program to Reduce Train Horn Noise

Dear Members of the Select Board,

I hope this message finds you well. I am writing to express my strong support for the proposed MBTA Pilot Program to reduce train horn noise in our town. As you know, the frequent sound of train horns, especially early in the morning and late in the evenings, can be highly disruptive, affecting the quality of life for many residents. Implementing this program would significantly improve our community's well-being by providing a more peaceful environment and helping to foster uninterrupted sleep. Something we all value.

This change is not only beneficial for those living near the train tracks but also enhances the overall tranquility of our town.

Moreover, this program demonstrates a fair approach to addressing the concerns of all residents. Needham should always allow commuter-effective-options. While train horns are essential for safety, there are effective alternatives that I know are being explored, this to balance safety with no disruption to services.

I urge you to consider the positive impact this program will have on our community and support its implementation. Thank you for your attention to this matter and for your continued dedication to improving our town.

Warm regards,

Alex Poulos

You neighbor @ 34 Rae Ave

Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 1:24 PM
To: Selectboard
Subject: Support for quiet, early-morning, and late evening trains

Hello,

I am a Needham resident and I support the pilot being considered by the select board to silence some trains in the early morning, and late evening hours. Trains departing from or stopping at Needham Junction, would eliminate a lot of the noise that's happening through the town, while still ensuring adequate service for those who need it.

Thank you,

Laura Zollner

7 Maple Pl., Needham
Sent from my iPhone

Myles Tucker

From: [redacted]
Sent: Wednesday, June 19, 2024 8:56 AM
To: Selectboard
Subject: Train horns

I support efforts for a Safer/Quieter Needham.

Reducing the soundings of the disturbing horns would be a welcome relief for some of us.
I am hoping the pilot will bring an eventual town-wide silencing for everyone's benefit.

Susan Kania

Sent from my iPad

Myles Tucker

From: [redacted]
Sent: Saturday, June 15, 2024 8:00 AM
To: Selectboard
Subject: Train horns

Hello Select Board Members,
I am hoping you will vote for the MBTA trial of stopping the first and last trains each day at Needham Junction. While this would not be the entire solution for a Quiet Zone, it certainly will help quite a few Needham residents get much needed respite and a bit more sleep each day. The few weekends we have had without the trains has shown me what life could be like with a quiet zone and any step toward that reduces stress and makes living here much more enjoyable. Thank you!
Jean Klugman
Denmark Lane
Sent from my iPhone

Myles Tucker

From: Claire Fialkov [redacted]
Sent: Friday, June 14, 2024 11:47 PM
To: Selectboard
Subject: Train noise

How will departing/ending @ Needham junction instead of heights impact noise levels at junction?

- the 5:05 AM weekday and 6:10 amweekend bound trains bound for South Station depart from Needham Junction (rather than from Needham Heights); and
- the 12:13 AM weekday and 10:11 pmweekend outbound trains leaving South Station terminate at Needham Junction rather than Needham Heights.

Sent from my iPhone

Myles Tucker

From: Holly Horrigan [redacted]
Sent: Friday, June 14, 2024 5:28 PM
To: Selectboard
Subject: train quiet zones

If you are going to stop the train on the last run, please stop it at Hersey. Hersey has the most parking. Additionally, that will eliminate the sounding of the horn at the golf course.

Ideally, the late night 12:13 am and the 5:05 am trains are eliminated altogether given how few people they serve.

Thank you,
Holly Horrigan

Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 7:01 AM
To: Selectboard
Subject: Train Service Modification

Re the Train Service Modification to be discussed on June 25th:.
If the pilot program is meant to be a temporary change until the Quiet Zone is (hopefully) in place, I support it. If the pilot program is meant as an alternative to a Quiet Zone, I do not support it.
I am not in support of any long term plan to have trains scheduled to end their trip at Needham Junction. We need to expand train service, not limit it, particularly with plans to rezone to accommodate more housing near MBTA stops.

Joseph McCabe,
93 Garden Street,
town meeting member, precinct F

Myles Tucker

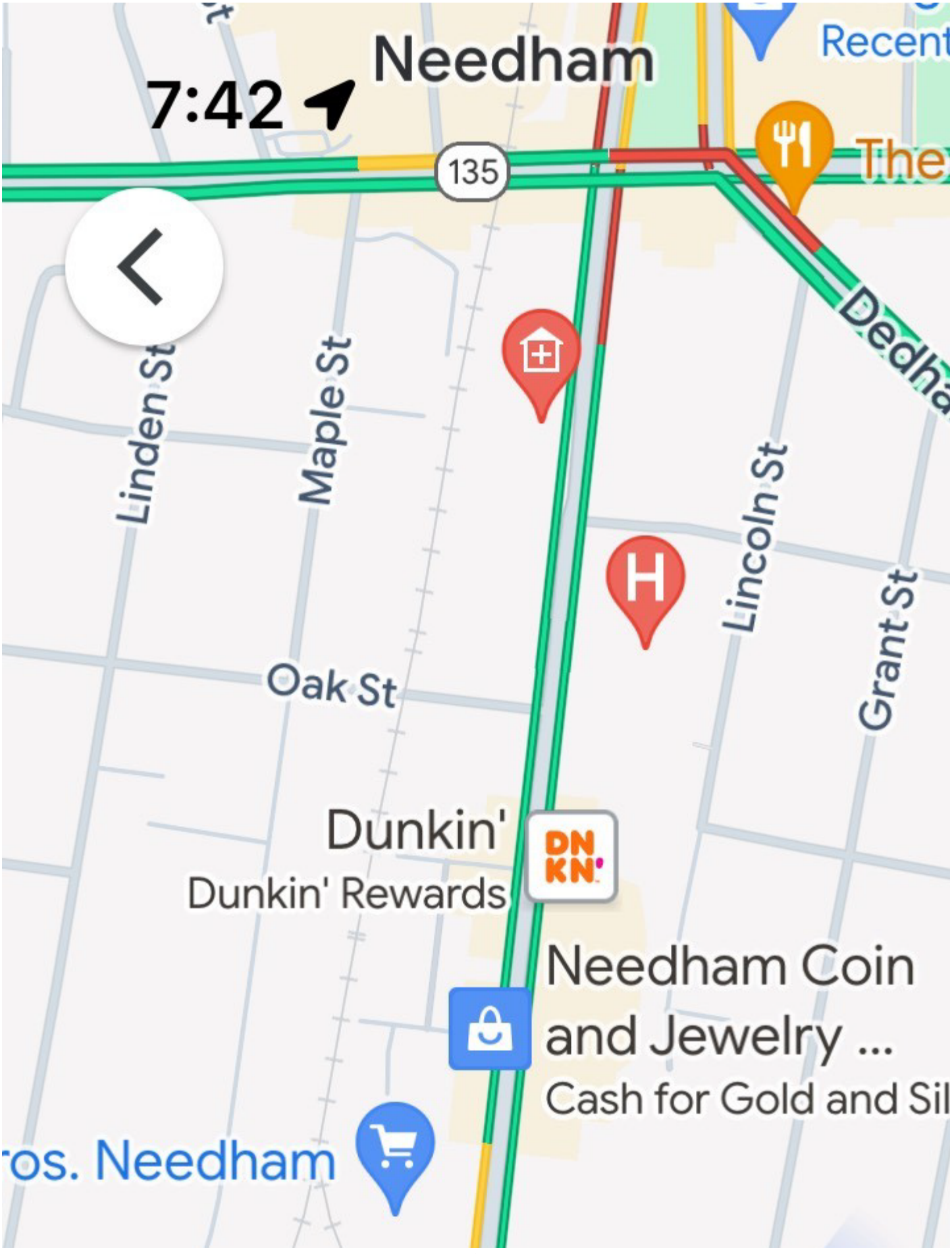
From: Nicole Vincent Jordan [redacted]
Sent: Wednesday, June 19, 2024 8:15 AM
To: Selectboard
Subject: Train Service Modification

Dear Needham Select Board Members,

I hope this email find you well. My name is Nicole Vincent Jordan, and I live at 21 Gayland Rd, Needham (see map below) with my husband and three children ages 6, 7 and 11 years old. My house and many others with pre-school and elementary age children sits directly behind Needham Junction. While the current proposition would minimize occasional horn blowing within the town itself, the increased train idling time at Needham Junction would create a lot of additional noise and diesel pollution directly behind the residents of Gayland Road, Laurel Drive and alongside Warren and Grant Streets. Specific to our house, the train windows stare directly into our backyard, which present possible privacy fears for my young children. Lastly, we fear that it will increase the number of train passengers late at night and early in the morning at the junction stop. Late at night, these individuals are often intoxicated and loiter past midnight, waking up my children due to loud obscene language and dangerous behavior on the tracks. The space behind the building is often a place for late night dangerous behavior due to it being hidden from the road and patrolling officers. This includes drug and sexual behavior I fear could be witnessed by young children in our neighborhood.

Has the town considered moving the start/stop of the first and last train service to Hersey Station, which is a station that does not sit within a residential neighborhood?

Thank you for your consideration in this matter,
Nicole Vincent Jordan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Myles Tucker

From: [redacted]
Sent: Friday, June 14, 2024 5:14 PM
To: Selectboard
Subject: Train Service Modification

As long as it does not impact the commuters, I am supportive of this idea.
Thank you,
Terri Dunphy

Sent from my iPad

Myles Tucker

From: [redacted]
Sent: Thursday, June 20, 2024 8:17 AM
To: Selectboard
Cc: Debby
Subject: Train Service Reduction Pilot

To the Board:

As some of you know, I live in the heights and take the second train out. I depend on that train and bought my house here partially because of it, not in spite of it. People choose to live in Needham and know there are trains here, yet then complain of train safety horns as if this "issue" is new. This isnt Dover or Medfield. This is a commuter town and the walkability and access to public transit is a cherished asset.

Let me make sure I understand: because of the train horns bothering certain residents sleep, apparently in my neighborhood, the Board is considering asking the MBTA to shut down the first two inbound stops on the first two inbound trains so the Heights and Center residents who will still hear the train horns, albeit in the distance, will now have to walk over a mile to the station. As a bonus, our neighbors near Hersey and the Junction will get more pedestrians and cars…and still have train horns? How exactly does this solve the noise problem? Seems to me this is trading one problem for several others. No, thank you.

I am of course interested in real solutions that will let me and my neighbors continue get to work and abate the concerns of some of my neighbors. Reducing public transportation service is not a good solution.

I will watch the public comment meeting with great interest.

Sincerely,

Dan Hohler
28 Burnside Road

Myles Tucker

From: [redacted]
Sent: Thursday, June 20, 2024 8:10 PM
To: Selectboard
Subject: Two votes in favor of the proposed MBTA pilot program to reduce noise pollution

Hello,

We live at 25 Highland Court in Needham, in the housing community across from Sudbury Farms on Highland Avenue. We find the early morning and late evening train horns to be loud and bothersome. Therefore, we are in favor of the MBTA considering a pilot program under which:

- the 5:05 AM weekday and 6:10 am weekend bound trains bound for South Station depart from Needham Junction (rather than from Needham Heights).
- the 12:13 AM weekday and 10:11 pm weekend outbound trains leaving South Station terminate at Needham Junction rather than Needham Heights.

Thank you,

Nancy and Richard Mobley
25 Highland Court, Needham

T O W N O F N E E D H A M
TOWN HALL
Needham, MA 02492-2669

Needham Line Commuter Rail
Proposed Service Modifications
Frequently Asked Questions

Town staff and representatives of the Select Board meet regularly with community partners, including the MBTA. During a recent meeting, representatives of the MBTA suggested that the Town could request a pilot program to reduce train horn noise while the quiet zone design is underway. The potential modification is an option offered to the Town and *not* a proposal initiated by the MBTA. The Select Board will hold a hearing on June 25, 2024, to gauge community interest in such a proposal prior to making a decision whether or not to ask the MBTA to implement the pilot.

What is the proposed service modification?
The first and last trains on the Needham line would terminate at Needham Junction Station as opposed to Needham Heights. On these two trains, there would be no service to Needham Center or Needham Heights Stations. The specific modifications are:

- Weekdays: The 5:05 AM inbound train from Needham would depart from the Needham Junction Station and the 12:13 AM outbound from Boston would terminate at Needham Junction Station
- Weekends: The 6:10 AM inbound train from Needham would depart from the Needham Junction Station and the 10:15 PM outbound from South Station would terminate at Needham Junction Station

How many trains per day are affected?
Two trains per day – the first and last train of the day. The time of the first and last trains is different on the weekday versus the weekend schedule.

What is the purpose of this proposed service modification?
The Select Board asked the MBTA about options for reducing the number of train horns in Needham while the Quiet Zone project progresses. Specifically, the Board asked the T to identify solutions that could reduce train noise during the late night/early morning.

Will the service changes be permanent?
If the modifications are implemented, the Town may ask the MBTA to restore the trains in the future, such as after the implementation of a Quiet Zone.

Would the proposal reduce train noise in Needham?
For each of the two round trips impacted, the proposed modifications would eliminate eight of the current ten grade crossings at which engineers are required by federal regulation to sound the train horns. In total, sixteen horn soundings would be eliminated

daily at the earliest and latest hours. Train horns would still need to be sounded at the Golf Course crossing adjacent to the Hersey stop for the two modified round trips.

Why does the modified service not terminate at Hersey Station, eliminating the need for trains to sounds their horns at the Golf Course crossing?
The Select Board discussed this concept with the MBTA. Keolis, the commuter rail operator, has reported that the train cannot turn at Hersey because that station is located in the middle of a signal block. We have asked the MBTA if that situation could change in the future and await their response.

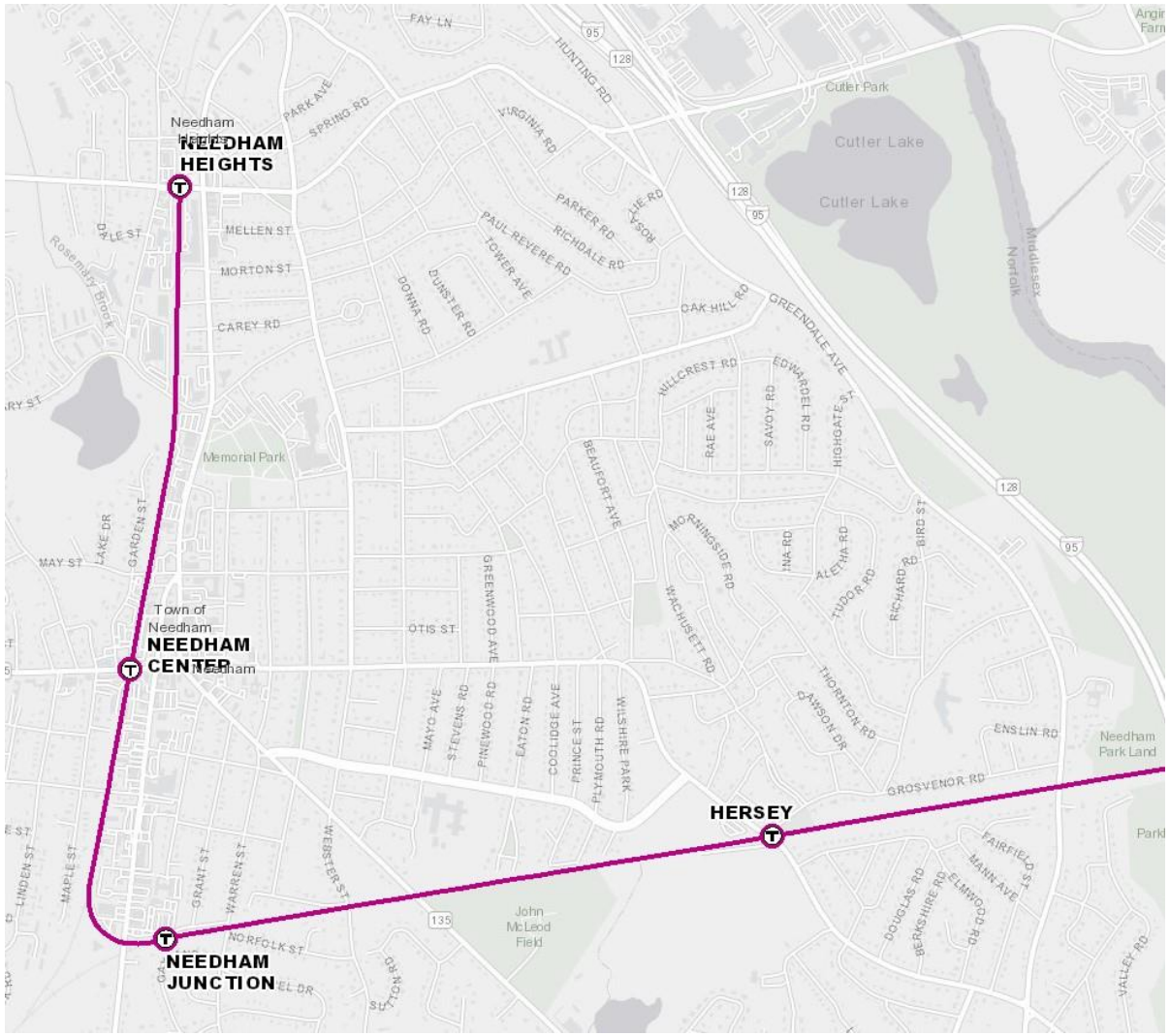
When and for how long will trains be idling at the Needham Junction Station?
The two daily trains terminating at the Junction Station would idle for approximately 15 minutes as they prepare for the return trip to Boston. All other trains will continue to service Needham Junction as an intermediate station stop. In line with current operations, trains will not idle or be housed overnight in Needham.

How will the proposed modification impact noise near the Junction Station?
As noted above, twice daily, the train will idle for approximately 15 minutes at the Junction Station, which will account for a longer duration of noise than that which currently exists when the train services the station as an intermediate stop.

Will the late train remain at Junction Station overnight?
No. The train will idle for approximately 15 minutes and then return to Boston.

Has an environmental study been completed on the proposed modifications?
No.

Will the Select Board be voting on this proposal at the June 25th meeting?
No. The purpose of the June 25th public hearing is to allow the Select Board to get feedback from residents on the proposal.


NEEDHAM HEIGHTS
Needham Heights
Town of Needham
NEEDHAM CENTER
Needham
HERSEY
NEEDHAM JUNCTION
Cutler Park
Cutler Lake
Memorial Park
Needham Park Land
John McLeod Field
FAY LN
HUNTING RD
PARK AVE
SPRING RD
VIRGINIA RD
PARKER RD
RICHDALE RD
PAUL REVERE RD
TOWER AVE
DUNSTER RD
DONNA RD
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EDWARDEL RD
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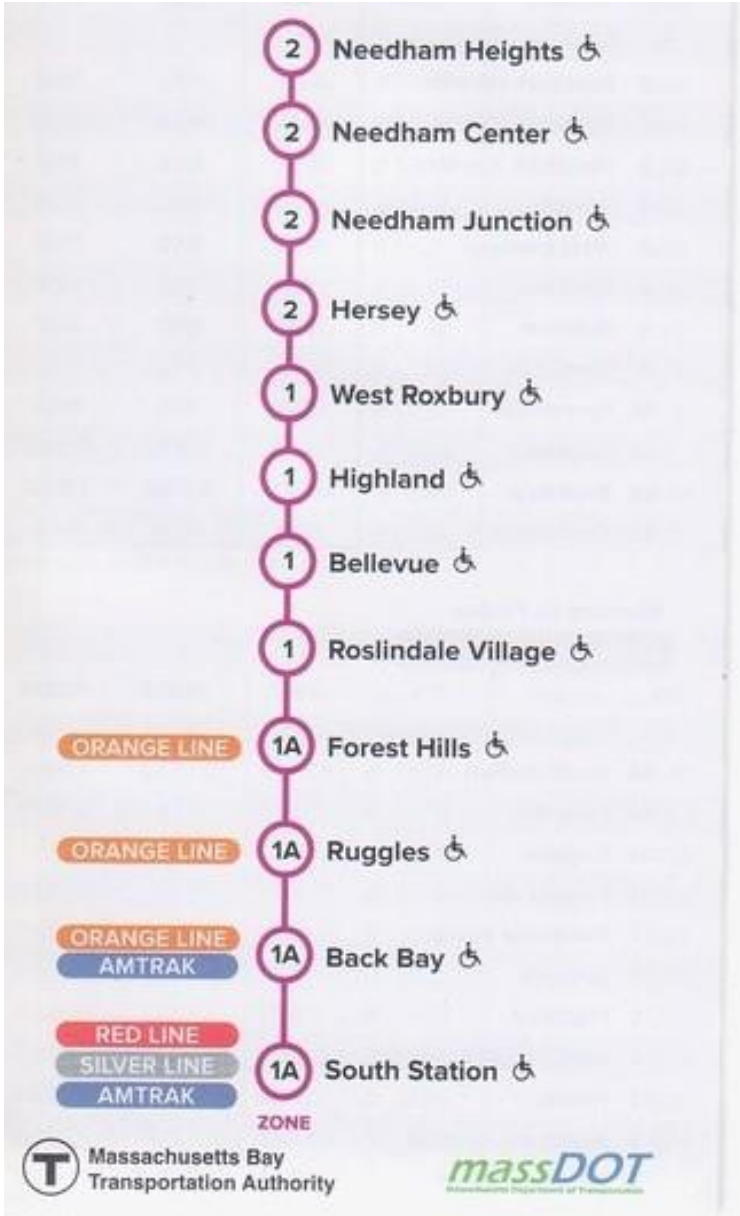
2 Needham Heights
2 Needham Center
2 Needham Junction
2 Hersey
1 West Roxbury
1 Highland
1 Bellevue
1 Roslindale Village
ORANGE LINE 1A Forest Hills
ORANGE LINE 1A Ruggles
ORANGE LINE AMTRAK 1A Back Bay
RED LINE SILVER LINE AMTRAK 1A South Station
ZONE
Massachusetts Bay Transportation Authority
massDOT

NEEDHAM LINE SPRING/SUMMER SCHEDULE

Effective May 20, 2024

Monday to Friday

Inbound to Boston

ZONE	STATION	TRAIN #	600
		Bikes Allowed	
2	Needham Heights		5:05
2	Needham Center		5:09
2	Needham Junction		5:13
2	Hersey		5:16
1	West Roxbury		5:21
1	Highland		5:23
1	Bellevue		5:25
1	Roslindale Village		5:28
1A	Forest Hills		5:31
1A	Ruggles		L 5:37
1A	Back Bay		L 5:41
1A	South Station		5:47

Monday to Friday

Outbound from Boston

ZONE	STATION	TRAIN #	Providence 841	635
		Bikes Allowed		
1A	South Station		11:55	Board Providence Train 841 & change train at Forest Hills for a Needham connection
1A	Back Bay		12:00	
1A	Ruggles		12:03	
1A	Forest Hills		12:08 →	12:13
1	Roslindale Village			12:16
1	Bellevue			12:19
1	Highland			12:21
1	West Roxbury			12:23
2	Hersey			12:28
2	Needham Junction			12:31
2	Needham Center			12:34
2	Needham Heights			12:39

Weekend

Inbound to Boston

ZONE	STATION		SATURDAY TRAIN # 1600 SUNDAY TRAIN # 2600 Bikes Allowed
2	Needham Heights	♿	6:10
2	Needham Center	♿	6:14
2	Needham Junction	♿	6:18
2	Hersey	♿	6:21
1	West Roxbury	♿	6:26
1	Highland	♿	6:28
1	Bellevue	♿	6:30
1	Roslindale Village	♿	6:33
1A	Forest Hills	♿	6:36
1A	Ruggles	♿	L 6:41
1A	Back Bay	♿	L 6:45
1A	South Station	♿	6:50

Weekend

Outbound from Boston

ZONE	STATION		SATURDAY TRAIN # 1615 SUNDAY TRAIN # 2615 Bikes Allowed
1A	South Station	♿	10:15
1A	Back Bay	♿	10:20
1A	Ruggles	♿	10:23
1A	Forest Hills	♿	10:28
1	Roslindale Village	♿	10:31
1	Bellevue	♿	10:34
1	Highland	♿	10:36
1	West Roxbury	♿	10:38
2	Hersey	♿	10:43
2	Needham Junction	♿	10:46
2	Needham Center	♿	10:50
2	Needham Heights	♿	10:55

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 06/25/2024

Agenda Item	Approve Sale of Bond Anticipation Note
Presenter(s)	David Davison, Deputy Town Manager/Director of Finance Ellyse Glushkov, Town Treasurer/Collector

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

We will review the results of the bond anticipation note sale and discuss future borrowings with the Board.

2. VOTE REQUIRED BY SELECT BOARD

Suggested Motions: (please note there are six (6) motions to be acted upon by the Board)

Motion A
Move to approve the sale of $8,645,000 4.25 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated June 27, 2024, and payable December 19, 2024, to Piper Sandler & Co. at par and accrued interest, if any, plus a premium of $21,958.30.

Motion B
Move that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 30, 2024, and a final Official Statement dated June 6, 2024, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

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

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

Motion E
Move that any certificates or documents relating to the Notes (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded

as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

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

BACK UP INFORMATION ATTACHED

a. Cover Memo from Deputy Town Manager/Director of Finance Dated June 20, 2024 (60 pages)
b. Signed Certificate of Award $8,645,000 (1 page)
c. Final Official Statement Dated June 6, 2024 may be obtained at this link: https://www.needhamma.gov/DocumentCenter/View/45879/Needham-Note-Issue-for-2024-06-27 (143 pages)

Town of Needham
Finance Department

Memorandum

To: Select Board

From: David Davison, Deputy Town Manager/Director of Finance

CC: Kate Fitzpatrick, Town Manager; Cecilia Simchak, Assistant Director of Finance, Ellyse Glushkov, Treasurer/Collector; Michelle Vaillancourt, Town Accountant

Date: June 20, 2024

Re: Bond Anticipation Note Sale

The Town held a sale for a bond anticipation note (BAN) on Thursday, June 6, 2024. The Town received four bids on the $8,645,000 BAN which will mature on December 19, 2024. The lowest bidder, Piper Sandler & Co offered a coupon rate of 4.25%, with a premium of $21,958.30 which results in a net interest cost (NIC) of 3.7184% which is the basis for the award.

Bidder	Amount	Rate	Interest	Premium	Net Interest	NIC
Piper Sandler & Co	$8,645,000	4.250%	$175,541.53	$21,958.30	$153,583.23	3.718400%
TD Securities	$8,645,000	4.500%	$185,867.50	$30,171.05	$155,696.45	3.769500%
Fidelity Capital Markets	$8,645,000	4.250%	$175,541.53	$13,140.40	$162,401.13	3.931900%
Oppenheimer & Company	$8,645,000	4.500%	$185,867.50	$8,990.80	$176,876.70	4.282300%

Although the high end of the coupon interest rate range on the Town's BANS have been declining over the past year, the premiums have declined as well and hence the NIC has not gone down as much. The NIC for this BAN (3.72%) is higher than the BAN issued in March (3.41%), but is lower than the BAN issued in October (3.87%). The immediate past three BAN sales the Town held before this sale saw bids with 5% coupon rates. The BAN issued in March 2024 had two bidders with a 5% rate, the BAN in October 2023 had four bidders with a 5% rate, and in May 2023 one of the three bidders for the BAN had a 5% rate. The table below shows the history of the Town's short-term borrowings from 2020 with the amount borrowed, the number of bidders, the coupon interest rate range (low to high), and the winning rates.

Description	Issue Date	Maturity	Amount	Bidders	Range of Interest Rates	Winning Rate	NIC
2020 BAN - 1	25-Jun-20	18-Dec-20	$1,200,000	2	1.30% - 1.75%	1.30%	0.68%
2020 BAN - 2	18-Dec-20	15-Apr-21	$2,800,000	4	0.54% - 2.00%	1.75%	0.50%
2021 BAN - 1	15-Apr-21	15-Jun-21	$730,485	2	0.50% - 1.63%	0.50%	0.50%
2022 BAN - 1	14-Apr-22	15-Jun-22	$2,716,000	3	1.50% - 2.50%	1.50%	1.38%
2023 BAN - 1	26-May-23	30-Jun-23	$2,940,000	2	4.75% - 6.25%	4.75%	4.63%
2023 BAN - 2	26-May-23	16-Oct-23	$3,060,000	3	4.25% - 5.00%	4.50%	3.77%
2023 BAN - 3	16-Oct-23	30-Jul-24	$2,282,000	5	4.00% - 5.05%	4.50%	3.87%
2024 BAN - 1	15-Mar-24	14-Jun-24	$2,705,000	5	4.00% - 5.00%	4.00%	3.41%
2024 BAN - 2	27-Jun-24	19-Dec-24	$8,645,000	4	4.25% - 4.50%	4.25%	3.72%

This borrowing is for projects previously approved by Town Meeting and the funds will pay related expenses. The proceeds are to be used to cover expenses related to the Emery Grover renovation project, Rooftop Units on the Eliot School, and improvements to the Town's water distribution system and replacement of water service connections that have lead. $1,500,000 of the amount being borrowed is to refund a portion of the funds that were borrowed in October 2023 and come due on July 30, 2024. When the July 30, 2024 BAN matures, the Town will pay off the $287,350 related to the Emery Grover project that is funded by CPA, and will pay down $494,650 of the $1,994,650 related to the water distribution system improvements. The principal amounts being retired are based on the available debt budget funding to do so. When this note matures on December 19, 2024, we anticipate making further principal reductions, the exact amounts will be determined this fall. All the projects are still in progress and future borrowings against the unissued portion of the original authorizations will be necessary. The table below shows the projects being funded by the bond anticipation note.

Project	Town Meeting	Art	Authorized	Borrowed
Water Distribution System Improvements	6-May-19	41	$4,500,000	$1,900,000
Water Service Connections	1-May-21	41	$1,000,000	$500,000
Emery Grover Renovation Design	25-Oct-21	7	$1,475,000	$15,000
Emery Grover Renovation CPA	4-May-22	21	$4,000,000	$1,930,000
Emery Grover Renovation GF	4-May-22	21	$10,150,000	$2,300,000
Rooftop Unit Replacements	1-May-23	27	$9,000,000	$2,000,000
TOTAL				$8,645,000

The Board will be asked to approve the sale of the BAN and to authorize various actions that have been or may need to be taken. The documents to be signed by the Board include the Note (sample copy attached), Significant Events Disclosure Certificate (sample copy attached), Signature, No Litigation and Official Statement Certificate (sample copy attached), Tax Certificate (sample copy attached), and Certification of the Vote by the Select Board (which is signed by the Clerk of the Select Board only). The actual signature pages will be brought to the meeting for execution by the Treasurer. Please do not hesitate to contact me if you have any questions prior to the meeting.

Registered
Number 1

Registered
$8,645,000

United States of America

The Commonwealth of Massachusetts

TOWN OF NEEDHAM

GENERAL OBLIGATION
BOND ANTICIPATION NOTE
(Municipal Purpose Loan of 2024)

Interest Rate	Maturity Date	Registration and Original Issue Date	CUSIP
4.25%	December 19, 2024	June 27, 2024	639846 7A6

PRINCIPAL AMOUNT: EIGHT MILLION SIX HUNDRED FORTY-FIVE THOUSAND DOLLARS

REGISTERED OWNER: CEDE & CO.

REGISTRAR AND PAYING AGENT: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

The Town of Needham, Massachusetts (the "Town") for value received, promises to pay to the Registered Owner of this note or registered assigns the Principal Amount specified above in lawful money of the United States of America on the Maturity Date upon presentation and surrender hereof, with interest (calculated on the basis of a 30-day month and a 360-day year) at the Interest Rate per annum, payable on the Maturity Date. This note will bear interest from the Original Issue Date.

This note certificate is the only instrument representing an issue of $8,645,000 aggregate principal amount of notes issued by the Town pursuant to Chapters 44 and 44B of the General Laws as amended in anticipation of bonds authorized for school, water, and municipal building construction and renovation purposes.

The notes are general obligations of the Town and the full faith and credit of the Town is pledged for the payment of principal of and interest on the notes as the same shall become due.

The notes are being issued by means of a book entry system, with a note certificate immobilized at The Depository Trust Company, New York, New York ("DTC") evidencing ownership of the notes in principal amounts of $1,000 or integral multiples thereof, and with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to

SAMPLE

rules and procedures established by DTC. Note certificates are not available for distribution to the public. The principal of and interest on this note are payable by U.S. Bank Trust Company, National Association, or its successor as paying agent (the "Paying Agent") for the Town, in immediately available funds to the Registered Owner of this note, as nominee of DTC. Transfer of principal and interest payments to participants of DTC is the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Town is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

Unless this note certificate is presented by an authorized representative of The Depository Trust Company to the Paying Agent for registration of transfer, exchange or payment, and any note certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

In the event that (a) DTC determines not to continue to act as securities depository for the notes or (b) the Town determines that continuation of the book entry system of evidence and transfer of ownership would adversely affect the interests of the beneficial owners of the notes, the Town will discontinue the book entry system with DTC. If the Town fails to identify another qualified securities depository to replace DTC, the Paying Agent will authenticate and deliver replacement notes in the form of fully registered certificates.

This note is transferable only upon the registration books kept by the Paying Agent as registrar, but only in a manner which will maintain immobilization of note certificates at one or more securities depositories. This note may not be transferred or exchanged in a manner which would involve the delivery of note certificates to the beneficial owners unless the book entry system has been discontinued by the Town in accordance with the terms of this note, in which case replacement notes may be issued in accordance with law and such procedures as the Town shall deem appropriate.

The Town hereby covenants that it will take all lawful action necessary to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the notes in order that interest on the notes be and continue to be excluded from gross income for federal income tax purposes and it will refrain from taking any action that would cause interest on the notes to become included in gross income for federal income tax purposes.

In connection with the offering of the notes, the Town has executed a Significant Events Disclosure Certificate dated as of the date hereof (as it may be amended from time to time, the "Certificate"). The Town hereby covenants to comply with the provisions of the Certificate, and reference is made to the Certificate for a description of the nature and extent of the obligations of the Town and the rights of the owners of the notes under the Certificate. The Certificate is described in the Official Statement relating to the notes. A copy of the Certificate is available from the Town upon request.

TOWN OF NEEDHAM,
MASSACHUSETTS

By: _____
Treasurer

Countersigned:

_____

_____

_____

_____

_____
Select Board

(Town Seal)

SAMPLE

LEGAL OPINION

The following opinion is based on facts and the law existing on the date of original delivery of the notes described therein.

LOCKE LORD LLP
111 Huntington Avenue
Boston, Massachusetts

Ellyse Glushkov, Treasurer/Collector
Town of Needham
Needham, Massachusetts

$8,645,000
Town of Needham, Massachusetts
General Obligation Bond Anticipation Notes

We have acted as bond counsel to the Town of Needham, Massachusetts (the "Town") in connection with the issuance by the Town of the above-referenced notes (the "Notes") dated June 27, 2024 and payable December 19, 2024. In such capacity, we have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon representations and covenants of the Town contained in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination, we are of the opinion, under existing law, as follows:

1. The Notes are valid and binding general obligations of the Town and, except to the extent they are paid from the proceeds of the bonds in anticipation of which they are issued or from any other available moneys, the principal of and interest on the Notes are payable from taxes which may be levied upon all taxable property in the Town, subject to the limit imposed by Chapter 59, Section 21C of the General Laws.

2. Interest on the Notes is excluded from the gross income of the owners of the Notes for federal income tax purposes. In addition, interest on the Notes is not a specific preference item for purposes of the federal individual alternative minimum tax. However, interest on the Notes will be included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Internal Revenue Code of 1986 (the "Code"). In rendering the opinions set forth in this paragraph, we have assumed compliance by the Town with all requirements of the Code, that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, and continue to be, excluded from gross income for federal income tax purposes. The Town has covenanted to comply with all such requirements. Failure by the Town to comply with certain of such requirements may cause interest on the Notes

to become included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. We express no opinion regarding any other federal tax consequences arising with respect to the Notes.

3. Interest on the Notes is exempt from Massachusetts personal income taxes and the Notes are exempt from Massachusetts personal property taxes. We express no opinion regarding any other Massachusetts tax consequences arising with respect to the Notes or any tax consequences arising with respect to the Notes under the laws of any state other than Massachusetts.

This opinion is expressed as of the date hereof, and we neither assume nor undertake any obligation to update, revise, supplement or restate this opinion to reflect any action taken or omitted, or any facts or circumstances or changes in law or in the interpretation thereof, that may hereafter arise or occur, or for any other reason.

The rights of the holders of the Notes and the enforceability of the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

/S/ LOCKE LORD LLP

137626301v.1

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(Please Note: The following certificate is an essential part of the permanent record and creates ongoing obligations of the Issuer. Please read it carefully before signing. Advise Locke Lord LLP of any inaccuracy.)

SIGNIFICANT EVENTS DISCLOSURE CERTIFICATE

This Significant Events Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Town of Needham, Massachusetts (the "Issuer") in connection with the issuance of $8,645,000 General Obligation Bond Anticipation Notes dated June 27, 2024 (the "Notes"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Notes and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. For purposes of this Disclosure Certificate the following capitalized terms shall have the following meanings:

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board as established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Certificate. Filing information relating to the MSRB is set forth in Exhibit A attached hereto.

"Obligated Person" shall mean the Issuer.

"Owners of the Notes" shall mean the registered owners, including beneficial owners, of the Notes.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Reporting of Significant Events.

(a) The Issuer shall give notice, in accordance with the provisions of this Section 3, of the occurrence of any of the following events with respect to the Notes:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

SAMPLE

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes.

7. Modifications to rights of the Owners of the Notes, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution or sale of property securing repayment of the Notes, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person.*

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

15. Incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect Owners of the Notes, if material.†

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* As noted in the Rule, this event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

† For purposes of event numbers 15 and 16 in Section 3(a) of this Disclosure Certificate, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" excludes municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

SAMPLE

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties.†

(b) Upon the occurrence of a Listed Event, the Issuer shall, in a timely manner not in excess of ten (10) business days after the occurrence of the event, file a notice of such occurrence with the MSRB.

SECTION 4. Transmission of Information and Notices. Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 5. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or payment in full of all of the Notes.

SECTION 6. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate the sole remedy under this Disclosure Certificate shall be an action for specific performance of the Issuer's obligations hereunder and not for money damages in any amount. Any failure by the Issuer to comply with any provision of this Disclosure Certificate shall not constitute a default with respect to the Notes.

SECTION 7. Amendment. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived if such amendment or waiver is permitted by the Rule, as evidenced by an opinion of counsel expert in federal securities law (which may also include bond counsel to the Issuer) to the effect that such amendment or waiver would not cause this Disclosure Certificate to violate the Rule.

[Remainder of page intentionally left blank; signature page follows.]

SAMPLE

SECTION 8. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Owners of the Notes from time to time, and shall create no rights in any other person or entity.

Date: June 27, 2024

TOWN OF NEEDHAM,
MASSACHUSETTS

By: _____
Treasurer

_____

_____

_____

_____

_____
Select Board

SAMPLE

EXHIBIT A

Filing information relating to the Municipal Securities Rulemaking Board is as follows:

Municipal Securities Rulemaking Board

http://emma.msrb.org

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DMP/RAM 06/07/24

(Please Note: The following statements are an essential part of the permanent record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

Town of Needham, Massachusetts
$8,645,000 General Obligation Bond Anticipation Notes
dated June 27, 2024

SIGNATURE, NO LITIGATION AND OFFICIAL STATEMENT CERTIFICATE

A. Certificate of Authorized Officers. We, the Treasurer and Select Board of the Town of Needham, Massachusetts (the "Town"), certify that we have signed the $8,645,000 4.25 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated June 27, 2024 and payable December 19, 2024. A book entry system is being used to evidence ownership and transfer of the Notes on the records of The Depository Trust Company ("DTC"). The Notes are issued in the form of a single Note for the full principal amount, registered in the name of "CEDE & CO." as nominee for DTC and immobilized in the custody of DTC. The Note bears the Town seal which is also affixed to this certificate.

We, the said officers, also certify as follows:

1. Authority. The Notes are issued in the respective amounts set forth below in anticipation of the sale of bonds authorized pursuant to the following statutes and votes of the Town and a vote of the Select Board duly adopted on June 25, 2024:

(a) $4,230,000 - $14,150,000 Emery Grover Building Addition and Renovation Bonds under G.L. c.44, §7(1) and c.44B and a vote of the Town passed on May 4, 2022 (Article 21);

(b) $2,000,000 - $9,000,000 School Bonds (Replacing Rooftop HVAC Units) under G.L. c.44, §7(1) and a vote of the Town passed May 1, 2023 (Article 27).

(c) $1,900,000 - $4,500,000 Water Main Bonds under G.L. c.44, §8(5) and a vote of the Town passed on May 6, 2019 (Article 41);

(d) $500,000 - $1,000,000 Water Bonds under G.L. c.44, §8(5) and a vote of the Town passed on May 1, 2021 (Article 41);

(e) $15,000 - $1,475,000 Emery Grover Building Bonds under G.L. c.44, §7(1) and a vote of the Town passed on October 25, 2021 (Article 7);

2. Description and Purpose of Notes. The Town is issuing and delivering the Notes simultaneously with the delivery of this certificate. The following amounts of the issue are for the following purposes including the payment of $1,500,000 bond anticipation notes:

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	Amount		Purpose
(a)	$4,230,000	-	renovation of and addition to the Emery Grover Building and associated grounds; and
(b)	$2,000,000	-	replacement of rooftop units at the Broadmeadow and Eliot Schools.
(c)	$1,900,000	-	improvements to the Town's Water Distribution System.
(d)	$500,000	-	water service connections
(e)	$15,000	-	engineering and design of the renovation of and addition to the Emery Grover Building and associated grounds

3. Other Debt. No other debt has been incurred under those votes except for the following bond anticipation notes:

(a)
- $1,290,000 notes issued as State House Notes dated May 26, 2023 and payable June 30, 2023, on which date were paid with available funds of the Town;
- $420,000 notes issued as State House Notes dated May 26, 2023 and payable October 16, 2023, on which date $132,650 was paid with available funds of the Town; and $287,350 notes dated October 16, 2023 and payable July 30, 2024;
- $286,000 rescinded on October 30, 2023; and
- $2,550,000 notes dated March 15, 2024 and payable June 14, 2024, on which date were paid from available funds of the Town.

(b)
- $30,000 notes dated March 15, 2024 and payable June 14, 2024, on which date were paid from available funds of the Town.

(c)
- $350,000 notes dated April 15, 2021 and payable June 15, 2021, on which date were paid with available funds of the Town;
- $150,000 notes dated April 14, 2022 and payable June 15, 2022, on which date were paid with available funds of the Town;
- $260,000 notes issued as State House Notes dated May 26, 2023 and payable June 30, 2023, on which date were paid with available funds of the Town; and
- $2,440,000 notes issued as State House Notes dated May 26, 2023 and payable October 16, 2023, on which date $445,350 was paid with available funds of the Town; and $1,994,650 notes dated October 16, 2023 and payable July 30, 2024, on which date $494,650 will be paid with available funds of the Town and $1,500,000*.

SAMPLE

(d)
- $300,000 notes issued as State House Notes dated May 26, 2023 and payable June 30, 2023, on which date were paid with available funds of the Town; and
- $200,000 notes issued as State House Notes dated May 26, 2023 and payable October 16, 2023, on which date were paid with available funds of the Town.

(e)
- $470,000 notes dated April 14, 2022 and payable June 15, 2022, on which date were paid with available funds of the Town; and
- $990,000 notes issued as State House Notes dated May 26, 2023 and payable June 30, 2023, on which date were paid with available funds of the Town.

* To be renewed with a portion of the proceeds of this issue.

4. Consolidated Issue. The Notes constitute a consolidated issue for purposes of G.L. c.44, §16.

5. Approval of Sale. We approve the sale of the Notes to Piper Sandler & Co. (the "Purchaser") at par and accrued, if any, plus a premium of $21,958.30.

B. Delivery and Receipt. I, the Treasurer, further certify that the Notes were delivered on this date and that the full purchase price including accrued interest for the period, if any, from the date of the Notes to this date was received from the Purchaser on or before this date.

C. Certification Regarding Official Statement. I, the Treasurer, certify as follows:

(a) I have reviewed the Preliminary Official Statement dated May 30, 2024 (the "Preliminary Official Statement") and the Official Statement dated June 6, 2024 (the "Official Statement") relating to the sale of the Notes.

(b) To the best of my knowledge and belief, the Preliminary Official Statement did not, as of its date and as of the date of sale of the Notes, and the Official Statement (excluding the price or yield on the cover page, as to which no view is expressed) did not as of its date and does not as of this date (which is the date of delivery of the Notes), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) Since the date of the Official Statement there has been no material adverse change in the financial condition or affairs of the Town except as set forth in or contemplated by the Official Statement.

D. Debt Limit. I, the Treasurer, certify that at the time of their authorization, the Notes and the bonds in anticipation of which they are issued were and on the date hereof are within every applicable debt and other limit prescribed by law or otherwise.

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E. Certificate of Town Clerk. I, the Town Clerk, certify as follows:

(a) Signatures and Incumbency. The signatures of the Treasurer and Select Board as appearing below are the genuine, electronic, or facsimile signatures of the persons who executed the Notes and who held those offices when the Notes were signed and when the Notes were delivered.

(b) Open Meeting Law. Except for the town meetings called pursuant to G.L. c.39, §10, all proceedings essential to the issue of the Notes and the authorization of the bonds and deliberations of a quorum relating thereto have been taken at a meeting or meetings open to the public; notice of each such meeting was filed in my office and publicly posted in the time and manner set forth in the G.L. c.30A, §§18-25, as amended, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b); no deliberations, decision or vote in connection with the Notes or bonds were taken in executive session and no vote was taken by secret ballot; and the official record of each such meeting was made available to the public and remains available to the public as set forth in G.L. c.30A, §§18-25, as amended.

(c) Proceedings. No proceeding essential to the issue of the Notes or bonds has been repealed or amended except as stated in paragraph (1) above and no proceedings have been taken relating to the Notes or bonds other than those certified to Locke Lord LLP.

(d) Bylaws. The bylaws described below are the only bylaws or standing votes of the Town affecting the authorization, sale or issue of the Notes or bonds, including the calling and conduct of town meetings, or the use of assessments or other charges imposed to pay for any project financed by the Notes, and there has been no change therein affecting those matters in any way except as may be indicated below:

Town of Needham, General By-Laws July 2022 Compilation, as amended through May 2023 and certified to Locke Lord LLP on September 5, 2023.

(e) Home Rule. The Town has not further amended its home rule charter enacted pursuant to Chapter 403 of the Acts of 1971, as amended by Chapter 9 of the Acts of 1975, Chapter 217 of the Acts of 1995, Chapter 202 of the Acts of 2001, Chapter 176 of the Acts of 2004, Chapter 114 of the Acts of 2015, and Chapter 341 of the Acts of 2018, and Chapter 277 of the Acts of 2022, as certified to Locke Lord LLP on December 29, 2022, and the Town has not amended or repealed any special law relating to the Town through the use of home rule procedures except by adoption of the charter.

(f) No Referendum. No petition for a referendum has been filed with respect to any of the proceedings essential to the issue of the Notes or the bonds.

(g) Development Districts. The Town has not established any development districts pursuant to G.L. c.40Q.

F. Execution of Counterparts and Delivery by Electronic Means. This certificate, as well as any other certificates or documents relating to the Notes (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document. Electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

G. No Litigation; No Financial Interest. All of the undersigned certify that there has been no litigation affecting the validity of the Notes or bonds or the power of the Town to levy and collect taxes to pay them; that none is pending or to our knowledge threatened; that neither the corporate existence nor boundaries of the Town nor the title of any of us to our respective offices is being contested; and that none of us and, to the best of our knowledge, no other official of the Town has any direct or indirect financial interest in or relationship with the Purchaser.

Date: June 27, 2024
(Date of delivery of and payment for the Notes)

_____
Treasurer

_____

_____

_____

_____
Town Clerk

_____
Select Board

(Town Seal)

137634747v.1

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(Please Note: The following statements are an essential part of the permanent bond record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

TAX CERTIFICATE

This Tax Certificate is executed and delivered by the Town of Needham, Massachusetts ("Issuer"), in connection with the issuance of $8,645,000 stated principal amount of its General Obligation Bond Anticipation Notes dated the Issue Date ("Issue"). The Issue is issued pursuant to Votes duly adopted by the Issuer and the Massachusetts General Laws. Pursuant to Reg §§ 1.141-2(d)(1) and 1.148-2(b)(2)(i), the Issuer certifies, covenants, warrants and represents as follows in connection with the issuance of the Issue:

ARTICLE I. IN GENERAL

1.1 Delivery of the Notes of the Issue. On the Issue Date, in exchange for receipt of good funds, the Issuer is delivering the notes of the Issue to the Successful Bidder, for resale to the Public.

1.2 Purpose of Tax Certificate. The Issuer is delivering this Tax Certificate to Bond Counsel, with the understanding that Bond Counsel will rely in part upon this Tax Certificate in rendering its opinion that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103.

1.3 Definitions and References. All capitalized terms used in this Tax Certificate include either the singular or the plural. All terms used in this Tax Certificate, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. Capitalized terms used and not otherwise defined herein and in the exhibits hereto and in the schedules and attachments to those exhibits shall have the respective meanings set forth in Appendix A and Appendix B hereto. Reference to a Section means a section of the Code. Reference by number only (for example, "2.10") means that numbered paragraph of this Tax Certificate.

1.4 Purpose of Financing. The Issue is being issued to provide funds (i) to finance on a "new money" basis the capital costs of certain municipal projects as more fully described in the Signature Certificate relating to the Issue, including the payment of Capitalized Interest, if any ("New Money Projects"), and Funded Interest, if any, (ii) to refund on a current basis the Refunded Notes, which were originally issued to finance and/or refinance the capital costs of certain municipal projects as more fully described in the Signature Certificate relating to the Issue, including the payment of Capitalized Interest, if any ("Refinanced Projects" and together with the New Money Projects, "Projects"), and Funded Interest, if any, and (iii) to pay Issuance Costs and other common costs of the Issue.

1.5 Single Issue. The notes of the Issue were sold to the Successful Bidder on the Sale Date. No other governmental obligations of the Issuer which are expected to be paid out of

substantially the same source of funds as the Issue have been or will be sold less than 15 days apart from the Sale Date pursuant to the same plan of financing as the Issue.

1.6 Reliance. With respect to certain matters contained in this Tax Certificate, the Issuer specifically relies upon the certifications of the Successful Bidder set forth in Exhibit A, the certifications of the Municipal Advisor set forth in Exhibit B, and upon the certifications set forth in the other exhibits attached hereto or as otherwise described herein. The Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Certificate including the exhibits hereto.

ARTICLE II. GENERAL TAX LIMITATIONS

2.1 Application of Sale Proceeds and Certain Other Moneys. On the Issue Date, the Sale Proceeds, $8,679,493.55, less an underwriter's discount of $12,535.25, will be deposited to the General Fund and applied as follows:

New Money Projects		$7,145,000.00
Payment of Refunded Notes		1,500,000.00
Issuance Costs		20,517.50
Payment of a portion of the interest on the Issue due December 19, 2024		1,440.80
	TOTAL:	$8,666,958.30

Investment Proceeds earned on the amounts in the General Fund will be commingled with other revenues of the Issuer, and are expected to be expended for operating or other expenses of the Issuer within six months after deposit of the Investment Proceeds therein. Pursuant to Reg § 1.148-6(d)(6), all such Investment Proceeds will be treated as expended when so commingled.

2.2 Expenditure of Gross Proceeds. For purposes of this Tax Certificate, Sale Proceeds and, to the extent not deemed expended as described in 2.1, Investment Proceeds allocable to the Nonrefunding Portion will be treated as spent when they are used to pay or reimburse disbursements by the Issuer that are (i) capital expenditures, including any Capitalized Interest, if any and to the extent allowable, (ii) Issuance Costs with respect to the Nonrefunding Portion, (iii) Funded Interest, (iv) initial operating expenses directly associated with the New Money Projects (in an aggregate amount not exceeding 5% of the Sale Proceeds), or (v) other miscellaneous expenditures described in Reg § 1.148-6(d)(3)(ii).

The Issuer hereby certifies that no disbursement to be paid or reimbursed from Gross Proceeds allocable to the Nonrefunding Portion shall have been previously paid or reimbursed from the proceeds of any other obligation, whether issued by the Issuer or any other party.

To the extent that Sale Proceeds allocable to the Nonrefunding Portion will be applied to reimburse expenditures made by the Issuer prior to the Issue Date, the Issuer hereby certifies that such expenditures either (i) constitute capital expenditures incurred not earlier than 60 days prior

SAMPLE

to the applicable Vote, which Votes constitute the Issuer's declarations of official intent to issue debt to finance the costs of the New Money Projects, or (ii) constitute Preliminary Expenditures to the extent permitted by Massachusetts law.

The Issuer further certifies that any such reimbursement described in clause (i) of the preceding sentence shall be made not later than 18 months after the later of the date of the expenditure or the date on which the New Money Project component to which such expenditure relates is placed in service, but in no event more than 3 years after the date of such expenditure.

2.3 Governmental Bond Status. Absent an Opinion of Bond Counsel, the Issuer will not loan more than 5% of the Proceeds to one or more Nongovernmental Persons. Absent an Opinion of Bond Counsel, the Issuer has not allowed and will not allow more than 10% of the Proceeds, any of the Prior Issues, or the Projects to be used directly or indirectly by any Nongovernmental Person in any trade or business, other than as a member of the general public, and has not allowed and will not allow more than 5% of the Proceeds, any of the Prior Issues, or the Projects to be so used to the extent such use is unrelated or disproportionate to the governmental uses thereof. Absent an Opinion of Bond Counsel, for purposes of this 2.3, a Nongovernmental Person will be treated as "using" Proceeds, proceeds of the Prior Issues or the Projects to the extent the Nongovernmental Person:

(i) borrows Proceeds of the Issue or any Prior Issues;

(ii) uses any portion of the Projects as owner, lessee, service provider, operator, or manager;

(iii) acquires the output of the Projects; or

(iv) enters into any other arrangement that provides a special legal entitlement or special economic benefit to a Nongovernmental Person.

As of the Issue Date, the Issuer certifies that there are no contracts or other arrangements for any such use of any component of the Projects by any party other than a Governmental Unit. Absent an Opinion of Bond Counsel, the Issuer will not enter into any contract or other arrangement after the Issue Date for any such use of any component of the Projects by any party other than a Governmental Unit.

2.4 Qualified Equity. The Issuer reasonably expects that a portion of the cost of the Projects being financed and/or refinanced in part with the Sale Proceeds may be paid from Qualified Equity. The Issuer intends that the undivided portion or portions of any of the Projects paid with Qualified Equity may be used for Private Business Use without restriction. Qualified Equity will be allocated to any Private Business Use of the Projects before any Proceeds are allocated to any such Private Business Use. To the extent that Private Business Use of the Projects ever exceeds the applicable limitation under the "private business tests" imposed pursuant to

Section 141(b), the Issuer hereby allocates Qualified Equity to the Projects. In addition, the Issuer reserves the right to allocate this Qualified Equity to the Projects if and as needed in the future.

2.5 Change in Use. The Issuer reasonably expects to use all Proceeds and all facilities that are financed and refinanced therewith as set forth in 2.3 for the entire stated term to maturity of the Issue. Absent an Opinion of Bond Counsel, the Issuer in fact will use all Proceeds and each facility financed and refinanced therewith as set forth in 2.3.

2.6 Registered Form. The notes of the Issue are being issued in registered form.

2.7 Federal Guarantee. The Issuer will not directly or indirectly use or permit the use of any Proceeds or any other funds of the Issuer or any Related Party or take or omit to take any action that would cause the notes of the Issue to be obligations that are "federally guaranteed." In furtherance of this covenant, the Issuer will not allow the payment of principal or interest with respect to the Issue to be guaranteed (directly or indirectly) in whole or in part by the United States or any agency or instrumentality thereof. Except as provided in the next sentence, the Issuer will not use 5% or more of the Proceeds to make or finance loans the payment of principal or interest with respect to which is guaranteed in whole or in part by the United States or any agency or instrumentality thereof, nor will it invest 5% or more of the Proceeds in federally insured deposits or accounts. The preceding sentence shall not apply to (i) investments in the portions of the General Fund described in 3.5 and 3.6 during the temporary period described therein, (ii) investments in the Bona Fide Debt Service Fund, and (iii) investments in obligations issued by the United States Department of Treasury.

2.8 Information Reporting. The Issuer will cause a properly completed and executed IRS Form 8038-G to be filed with respect to the Issue no later than the 15th day of the second month of the calendar quarter immediately following the calendar quarter of the Issue Date.

2.9 Partial Current Refunding. The Issuer will use Sale Proceeds allocable to the Refunding Portion in the amount of $1,500,000.00 to pay the Refunded Notes on July 30, 2024. Proceeds will not be used directly or indirectly to make principal, interest or redemption premium payments with respect to any governmental obligation other than the Refunded Notes and, to the extent described in 2.1, the Issue.

2.10 No Unexpended Proceeds. No Proceeds of the 2023 Issue remain unspent as of the Issue Date of the Issue.

2.11 No Pooling. The Issuer will not use any Proceeds directly or indirectly to make or finance loans to two or more ultimate borrowers.

2.12 No Hedge Bonds. As of the respective issue dates of each issue comprising the Original Issues, the Issuer reasonably expected to expend more than 85% of the Net Sale Proceeds of each such issue within three years of original issuance for the governmental purposes of such Original Issues. Not more than 50% of the Proceeds of each such issue was invested at a

substantially guaranteed yield for four years or more. The Issuer reasonably expects that more than 85% of Net Sale Proceeds of the Nonrefunding Portion of the Issue will be expended for the governmental purposes thereof within three years after the Issue Date. Not more than 50% of the Nonrefunding Portion of the Proceeds will be invested at a substantially guaranteed yield for four years or more.

2.13 Useful Life. The weighted average maturity of the Issue is 0.478 years, which does not exceed 120% of the remaining average reasonably expected economic life of the assets comprising the Projects.

ARTICLE III. ARBITRAGE GENERAL

3.1 Reasonable Expectations. This Article III states the Issuer's reasonable expectations with respect to the amounts and uses of Proceeds and certain other moneys.

3.2 Issue Price of the Issue. On the Issue Date, the Issuer is delivering the notes of the Issue to the Successful Bidder in exchange for an aggregate payment of $8,666,958.30 (which represents the total amount of Sale Proceeds, $8,679,493.55, less an underwriter's discount of $12,535.25). As reflected in Exhibit B, the Municipal Advisor has certified that the competitive sale requirements (as defined in the Notice of Sale) were met with respect to the notes of the Issue. Accordingly, based on the advice of the Successful Bidder as set forth in Exhibit A, the Issue Price of the Issue is $8,679,493.55, which is the reasonably expected initial offering price to the Public for the notes of the Issue.

3.3 Funds and Accounts. The Issuer will use certain portions of its General Fund (or accounts or subaccounts within the General Fund) to hold certain of the Proceeds, as more particularly described in this Article III. The Issuer does not expect that either it or any other Person benefiting from the issuance of the Issue will use any moneys in any fund or account other than the Bona Fide Debt Service Fund to pay debt service on the Issue; nor is any other fund or account so pledged as security for the Issue that there is a reasonable assurance that amounts held in such other fund or account will be available if needed to pay debt service on the Issue.

3.4 Bona Fide Debt Service Fund.

3.4.1 Payment of the Issue. The notes of the Issue are general obligations of the Issuer payable from revenues available therefor pursuant to the Massachusetts General Laws and, when and as applicable, Sale Proceeds, Investment Proceeds, and the Proceeds of Refunding Obligations.

3.4.2 Revenues. Except for the debt service to be paid from a portion of the Sale Proceeds, Investment Proceeds, and the Proceeds of Refunding Obligations, each when and as applicable, payments of debt service on the Issue are expected to be derived from current revenues of the Issuer and current revenues are expected to equal or exceed such amount of debt service on the Issue during the payment period.

SAMPLE

3.4.3 Match Between Revenues and Debt Service. The portions of the Issuer's General Fund that are reasonably expected to be used to pay debt service on the Issue (such portions of the Issuer's General Fund being referred to herein as the "Debt Service Fund") will be allocated to the payment of debt service on the Issue on a "first in, first out" (FiFo) basis. Accordingly, the Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within the Bond Year. Amounts in the Debt Service Fund will be invested without regard to yield.

3.5 Three-Year Temporary Period. A portion of the Sale Proceeds allocable to the Nonrefunding Portion in the amount of $7,145,000.00, will be deposited in the General Fund for the purpose of paying costs of the New Money Projects. The Issuer's expenditure expectations with respect to the Proceeds allocable to the New Money Projects are reflected in Exhibit C. The Issuer reasonably expects that at least 85% of the Net Sale Proceeds will be spent to pay costs of the New Money Projects within three years from the Issue Date. The Issuer heretofore has incurred or within six months hereafter will incur a binding obligation to one or more unrelated parties involving an expenditure of not less than 5% of Net Sale Proceeds. Completion of the New Money Projects and allocations of Net Sale Proceeds and Investment Proceeds to costs of the New Money Projects will proceed with due diligence. Net Sale Proceeds allocable to paying costs of the New Money Projects held in the General Fund, and Investment Proceeds earned thereon, will be invested without regard to yield during the period ending on the third anniversary of the Issue Date.

3.6 90-Day Temporary Period. As reflected in 2.1 and 2.9, (i) a portion of Sale Proceeds allocable to the Refunding Portion in the amount of $1,500,000.00 will be deposited in the General Fund and used to retire the Refunded Notes on July 30, 2024 and (ii) a portion of Sale Proceeds in the amount of $20,517.50 will be deposited to the General Fund pending its expenditure for Issuance Costs. Such portions of the Sale Proceeds may be invested without regard to yield during the period that ends 90 days after the Issue Date of the Issue.

3.7 No Overissuance. Taking into account anticipated Investment Proceeds, the Sale Proceeds do not exceed the amount necessary to pay (i) costs of the New Money Projects, (ii) the Refunded Notes, (iii) Funded Interest, if applicable, and (iv) Issuance Costs and other common costs of the Issue.

3.8 No Other Replacement Proceeds. Neither the Issuer nor any Related Party will use any Gross Proceeds directly or indirectly to replace funds of the Issuer or any Related Party, which funds are or will be used directly or indirectly to acquire Investment Property reasonably expected to produce a yield that is materially higher than the Yield on the Issue.

3.9 No Expected Sale. It is not expected that the Projects or any part thereof financed and/or refinanced in whole or in part by the Issue will be sold or otherwise disposed of before December 19, 2024, the scheduled final maturity date of the Issue, except for minor portions due to normal wear or obsolescence.

ARTICLE IV. ARBITRAGE - YIELD AND YIELD RESTRICTION

4.1 Yield. The Yield on the Issue, adjusted as may be required for substantial original issue premium or discount, has been calculated by the Municipal Advisor to be 3.4025914%, as reflected in Exhibit B.

4.2 No Qualified Hedges. No Qualified Hedge has been, and (absent an Opinion of Bond Counsel) no Qualified Hedge will be, entered into such that failure to take the Qualified Hedge into account would distort the Yield on the Issue or otherwise would fail clearly to reflect the economic substance of the transaction.

4.3 Yield Restriction. Absent an Opinion of Bond Counsel, if the sum of (A) any Proceeds allocable to the payment of the Projects held in the General Fund after the third anniversary of the Issue Date, or, if applicable, the Issue Date of any Original Issue, plus (B) any amounts held in the Bona Fide Debt Service Fund and remaining unexpended after 13 months from the date of accumulation in such fund (excluding any amounts held for Capitalized Interest and Funded Interest), plus, if applicable, (C) any Proceeds allocable to the retirement of any Refunded Bonds and Refunded Notes held in the General Fund after 90 days from the Issue Date, plus, if applicable, (D) any Transferred Proceeds held in the General Fund after the third anniversary of any Original Issue, plus (E) any Proceeds held in the Issuer's General Fund to pay Issuance Costs after 90 days from the Issue Date, at any time in the aggregate exceeds $100,000, the excess will be invested as follows: (i) in Investment Property with a yield not exceeding the Yield on the Issue, or such other issue of Tax-Exempt Bonds to which such amounts are then allocated as proceeds, (ii) in assets that are not treated as Investment Property (e.g., Tax-Exempt Bonds), or (iii) in assets that satisfy the requirements for Yield Reduction Payments.

ARTICLE V. REBATE

5.1 Undertakings. The Issuer hereby covenants to comply with requirements of the Code pertaining to the Rebate Requirement. The Issuer acknowledges that the United States Department of the Treasury has issued Regulations with respect to certain of these undertakings, including the proper method for computing whether any rebate amount is due the federal government under Section 148(f). (Reg §§ 1.148-1 through 1.148-11A, 1.150-1, and 1.150-2.) The Issuer further acknowledges that the United States Department of the Treasury may yet issue additional Regulations with respect to certain of these undertakings. The Issuer covenants that it will undertake to determine what is required with respect to the rebate provisions contained in Section 148(f) and said Regulations from time to time and will comply with any requirements that may apply to the Issue.

5.2 Recordkeeping. The Issuer shall maintain or cause to be maintained detailed records with respect to each Nonpurpose Investment allocable to Gross Proceeds, including: (a) purchase date; (b) purchase price; (c) information establishing fair market value on the date such investment became a Nonpurpose Investment; (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest

received; and (j) disposition date. Such detailed recordkeeping is required to facilitate the calculation of the Rebate Requirement.

5.3 Exceptions to the Rebate Requirement.

5.3.1 Bona Fide Debt Service Fund Exception. Based on the representations set forth in 3.4.3 and this 5.3.1, no rebate calculations need be made in respect of amounts in the Bona Fide Debt Service Fund (i) if (a) the weighted average maturity of the Issue is longer than 5 years and (b) the Issue is a Fixed Yield Issue or (ii) if clause (i) does not apply, to the extent the earnings thereon in the Bond Year are less than $100,000.

5.3.2 Six-Month Expenditure Exception. If applicable, no rebate calculations will be required to be made with respect to the Adjusted Gross Proceeds allocable to the Refunding Portion if all such Adjusted Gross Proceeds are expended within six months of the Issue Date.

5.3.3 Eighteen Month Spending Exception. In general, when applicable, no rebate calculations will be required with respect to Adjusted Gross Proceeds of the Nonrefunding Portion if the Eighteen Month Spending Exception is met. The Issuer's spending expectations with respect to the Adjusted Gross Proceeds are included in Exhibit C.

5.3.4 Two Year Spending Exception. The Issuer reasonably expects that at least 75% of Available Construction Proceeds will be expended for Construction Expenditures with respect to the Projects. The Issuer's spending expectations with respect to the Proceeds allocable to the New Money Projects or the Projects, as applicable, are reflected in Exhibit C. In general, when applicable, no rebate calculations will be required with respect to Available Construction Proceeds if Available Construction Proceeds are spent in accordance with the Two Year Spending Exception. Additionally, Proceeds of the Issue that are used to pay Issuance Costs will be treated, together with all Investment Proceeds thereon, as satisfying the Rebate Requirement if the Two Year Spending Exception is satisfied and all such Issuance Costs are paid within twenty-four months after the Issue Date.

5.4 Rebate Requirement with Respect to the Prior Issues. The Issuer covenants to, and will, pay any Rebate Requirement or Yield Reduction Payments due with respect to the Prior Issues within 60 days from the Computation Date for the respective obligations or, if later, within 60 days of missing one of the relevant spending milestones set forth in 5.3, as required by Section 148(f)(3).

5.5 Rebate Requirement or Yield Reduction Payments with Respect to the Issue. The Issuer covenants to, and will, pay any Rebate Requirement or Yield Reduction Payments due with respect to the Issue within 60 days from the Computation Date for the Issue or, if later, within 60 days of missing one of the spending milestones set forth in 5.3, as required by Section 148(f)(3).

SAMPLE

ARTICLE VI. OTHER MATTERS

6.1 Expectations. The undersigned are authorized representatives of the Issuer acting for and on behalf of the Issuer in executing this Tax Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable.

6.2 Covenant to Comply. The Issuer hereby covenants that it will not take or permit to be taken on its behalf any action or actions that would adversely affect the exclusion from federal income taxation of interest on the Issue and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to maintain the exclusion from federal income taxation of interest on the Issue.

6.3 Post Issuance Compliance Procedures. The Issuer has written procedures to monitor compliance with the arbitrage Yield restriction and rebate requirements of Section 148 after the Issue Date. The Issuer also has written procedures to ensure that all Nonqualified Bonds are remediated in accordance with Reg § 1.141-12. Such procedures are substantially in the form attached hereto as Appendix C. The Issuer will monitor the expenditure of Gross Proceeds and the use of facilities financed and/or refinanced by the Issue, and will undertake, if necessary, any available measures under Reg § 1.141-12 to ensure compliance after the Issue Date with the applicable covenants contained herein.

6.4 Record Retention. In order to ensure that interest on the Issue continues to be excluded from gross income for federal tax law purposes, the Issuer acknowledges that records should be maintained to support the representations, certifications, and expectations set forth in this Tax Certificate (including the exhibits hereto) at least until the date three (3) years after the later of (a) the date on which the Issue is retired, or (b) the date on which the last of the Refunding Obligations is retired. In addition to the items described in 5.2, records to be retained include, but are not limited to:

(i) basic records and documents relating to the Issue, and, when applicable, the Prior Issues and any Qualified Equity relating to the Projects;

(ii) documentation evidencing the expenditure of the Proceeds and, when applicable, Proceeds of the Prior Issues;

(iii) documentation evidencing the use of the Projects or any component thereof by public and private sources (i.e., copies of management contracts, research agreements, leases, etc.);

(iv) documentation evidencing all sources of payment or security for the Issue and, when applicable, the Prior Issues;

(v) documentation evidencing compliance with the timing and allocation of expenditures of the Proceeds, and, when applicable, Proceeds of the Prior Issues and any Qualified Equity relating to the Projects; and

(vi) records of all amounts paid to the United States in satisfaction of the Rebate Requirement for the Issue and IRS Forms 8038-T (or successor forms thereto) related to such payments or to Yield Reduction Payments.

6.5 Amendments. Notwithstanding any other provision of this Tax Certificate, the Issuer may amend this Tax Certificate and thereby alter any actions allowed or required by this Tax Certificate if such amendment is signed by an authorized officer and is supported by an Opinion of Bond Counsel.

[Remainder of page intentionally left blank; signature page follows.]

SAMPLE

6.6 Survival of Payment or Defeasance. Notwithstanding any provision in this Tax Certificate or in any other agreement or instrument relating to the Issue to the contrary, the obligation to remit the Rebate Requirement, if any, to the United States Department of the Treasury and to comply with all other requirements contained in this Tax Certificate shall survive payment or defeasance of the Issue.

6.7 Execution of Counterparts and Delivery by Electronic Means. This Certificate, as well as any other certificates or documents relating to the Issue (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document. Electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Dated: June 27, 2024

TOWN OF NEEDHAM, MASSACHUSETTS

By: _____
Treasurer

By: _____

_____

_____

_____

_____
Select Board

SAMPLE

APPENDIX A
GENERAL DEFINITIONS

For purposes of the Tax Certificate to which this Appendix A is attached, and the exhibits to the Tax Certificate and any schedules or attachments to those exhibits, the following capitalized terms have the following meanings:

501(c)(3) Organization means any entity described in Section 501(c)(3).

Adjusted Gross Proceeds generally means Gross Proceeds, less amounts held in the Bona Fide Debt Service Fund.

Available Construction Proceeds has the meaning set forth in Reg § 1.148-7(i) and generally means all Sale Proceeds reduced by Issuance Costs or, if applicable, all Sale Proceeds allocable to the Nonrefunding Portion, reduced by Issuance Costs allocable to the Nonrefunding Portion financed with Sale Proceeds, plus all Investment Proceeds earned thereon before the earlier of two years after the Issue Date or substantial completion of the New Money Projects or Projects, as applicable. In determining the amount of Available Construction Proceeds as of any date, there shall be included the amount of investment earnings reasonably expected after such date, together with investment earnings actually received or accrued as of such date.

Bona Fide Debt Service Fund has the meaning set forth in Reg § 1.148-1(b) and generally means the Debt Service Fund identified in 3.4.3.

Bond Counsel means Locke Lord LLP or, if applicable, another law firm with a nationally recognized public finance practice.

Bond Notice of Sale means, when applicable, the separate Notice of Sale for the bonds of the Issue.

Bond Purchaser means, when applicable, an entity that purchases the bonds of the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Capitalized Interest means interest on the Issue, or, when applicable, a Prior Issue, from the Issue Date to the placed in service date of the Projects, that is properly capitalized in the cost of the Projects under general federal income tax principles.

Code means the Internal Revenue Code of 1986, as amended.

Computation Date has the meaning set forth in Reg § 1.148-3(e) and generally means the date not later than the fifth Bond Year and each five years thereafter and the final maturity date of the Issue, each as applicable.

Construction Expenditures has the meaning set forth in Reg § 1.148-7(g)(1) and generally means capital expenditures that are allocable to the cost of real property or constructed personal

property and includes costs of reconstruction and rehabilitation, but does not include costs of acquiring any interest in land or other existing real or personal property.

Controlled Group has the meaning set forth in Reg § 1.150-1(c) and generally means a group of entities controlled directly or indirectly by the same entity or group of entities.

Debt Service Fund means the Debt Service Fund described in Article III.

Deliberate Action has the meaning set forth in Reg § 1.141-2(d)(3) and generally means any action taken by the Issuer that is within its control, but excludes (i) an involuntary or compulsory conversion under Section 1033 or (ii) an action taken in response to a regulatory directive made by the federal government.

Eighteen Month Spending Exception has the meaning set forth in Reg § 1.148-7(d) and generally means Adjusted Gross Proceeds are spent at least as quickly as follows:

15% within six months after the Issue Date

60% within twelve months after the Issue Date

100% within eighteen months after the Issue Date

The requirement that 100% of Adjusted Gross Proceeds be spent within eighteen months after the Issue Date will be met if at least 95% of Adjusted Gross Proceeds is spent within eighteen months and the remainder is held as a Reasonable Retainage, as permitted by contracts with the Issuer's contractors, and such remainder is spent within thirty months after the Issue Date.

Fixed Yield Bond has the meaning set forth in Reg § 1.148-1(b) and generally means any bond whose yield is fixed and determinable on its Issue Date.

Fixed Yield Issue has the meaning set forth in Reg § 1.148-1(b) and generally means any issue of which each bond of the issue is a Fixed Yield Bond.

Funded Interest means interest on the Issue, or, when applicable, a Prior Issue, other than Capitalized Interest, through the later of three years after the Issue Date, or, if applicable, the Issue Date of a Prior Issue, or one year after the first component of the Projects is placed in service as set forth in Reg § 1.148-6(d)(3)(ii)(A)(3).

General Rule Maturities means, when applicable, those Maturities listed as the general rule maturities in Schedule A to the attached Issue Price Certificate for the Bonds of the Issue or the Notes of the Issue, as applicable.

Governmental Person has the meaning set forth in Reg § 1.141-1(b) and generally means a Governmental Unit.

Governmental Unit means a State or Local Governmental Unit.

SAMPLE

Gross Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means all proceeds derived from or relating to the Issue, or, when applicable, a Prior Issue, including Proceeds and Replacement Proceeds.

Guidelines means Reg §1.141-3(b)(4) and Revenue Procedure 2017-13 or any applicable predecessor or successor thereto.

Hold-the-Offering-Price Maturities means, when applicable, those Maturities listed as the hold-the-offering-price maturities in Schedule A to the attached Issue Price Certificate for the Bonds of the Issue or the Notes of the Issue, as applicable.

Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Successful Bidder/Successful Bond Bidder/Successful Note Bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the initial offering price for such Hold-the-Offering-Price Maturity.

Investment Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means earnings received from investing and reinvesting Proceeds and from investing and reinvesting such earnings.

Investment Property has the meaning set forth in Section 148(b)(2) and generally means any security or obligation, any annuity contract, or any other investment-type property, but does not include any Tax-Exempt Bond.

Issuance Costs has the meaning set forth in Reg § 1.150-1(b) and generally means costs, to the extent incurred in connection with, and allocable to, the issuance of the Issue within the meaning of Section 147(g), and includes: underwriters' spread; counsel fees; financial advisory fees; credit rating fees; trustee fees; paying agent fees; bond registrar, certification, and authentication fees; accounting fees; printing costs; public approval process costs; engineering and feasibility study costs; and similar costs.

Issue Date has the meaning set forth in Reg § 1.150-1(b) and generally means the date the Issue, or, when applicable, a Prior Issue, was delivered to the Underwriter or Purchaser thereof and payment was received therefor.

Issue Price has the meaning set forth in Reg § 1.148-1(f) and generally means (i) the Expected Offering Price of a Successful Bidder/Successful Bond Bidder/Successful Note Bidder, (ii) the amount paid by the Purchaser for the Issue, the notes of the Issue, and/or the bonds of the Issue, and/or (iii) the price at which at least 10% of each maturity of the General Rule Maturities were sold by the Successful Bidder/Successful Bond Bidder/Successful Note Bidder, all as set forth in Exhibit A, or, when applicable, the sum of the applicable clauses above.

Maturity means bonds and/or notes of the Issue with the same credit and payment terms. Bonds and/or notes of the Issue with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate maturities.

Minor Portion has the meaning set forth in Section 148(e) and generally means any amount of Gross Proceeds that does not exceed the lesser of (i) 5% of the Proceeds or (ii) $100,000.

Net Sale Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means the Sale Proceeds allocable to the Nonrefunding Portion, less the portion of those Sale Proceeds invested in a reasonably required reserve or replacement fund pursuant to Section 148(d) or as part of the Minor Portion.

Nongovernmental Person means any Person other than a Governmental Person. Nongovernmental Person includes the United States and any agency or instrumentality of the United States.

Nonpurpose Investment means any Investment Property in which Gross Proceeds are invested that is not a Purpose Investment.

Nonqualified Bonds has the meaning set forth in Reg § 1.141-12(j) and generally means the portion of outstanding bonds of an Issue that, as of the date of a Deliberate Action, would not meet the private business use test in Section 141(b) or the private loan financing test in Section 141(c).

Nonrefunding Portion means, when applicable, the portion of the Issue or the Prior Issue, as applicable, that is not allocable to the Refunding Portion.

Note Notice of Sale means, when applicable, the separate Notice of Sale for the notes of the Issue.

Note Purchaser means, when applicable, an entity that purchases the notes of the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Notice of Sale means the Notice of Sale, or, when applicable, collectively the Bond Notice of Sale and Note Notice of Sale, attached as Attachment 1 to Exhibit B.

Opinion of Bond Counsel means a written opinion of nationally recognized bond counsel, delivered to the Issuer, to the effect that the exclusion from gross income for federal income tax purposes of interest on the Issue will not be adversely affected.

Original Issues means, when applicable, collectively, the portions of the Refunded Bonds and/or Refunded Notes and the issues that were issued to finance the Projects on a "new money" basis and any other obligations all or a portion of which were issued to finance the Projects on a new money basis which have been ultimately refinanced by this Issue.

Person has the meaning set forth in Section 7701(a)(1) and generally includes an individual, trust, estate, partnership, association, company or corporation.

Preliminary Expenditures has the meaning set forth in Reg § 1.150-2(f)(2) and generally means architectural, engineering, surveying, soil testing, Issuance Costs, including, when applicable, Issuance Costs allocable to the Nonrefunding Portion, and similar costs paid with respect to the Projects in an aggregate amount not exceeding 20% of the Issue Price of the Issue,

or, when applicable, the Issue Price of the Issue allocable to the Nonrefunding Portion. However, Preliminary Expenditures do not include land acquisition, site preparation or similar costs incident to the commencement of construction.

Prior Issue(s) means, when applicable, individually or collectively, the Original Issues and each series of exclusively current refunding obligations all or a portion of which were thereafter issued to refinance the Original Issues.

Private Business Use has the meaning set forth in Reg § 1.141-3(a) and generally means use (directly or indirectly) in a trade or business carried on by any Nongovernmental Person other than use (i) as a member of, and on the same basis as, the general public or (ii) pursuant to the Guidelines or the Research Guidelines. Any activity carried on by a Nongovernmental Person (other than a natural Person) shall be treated as a trade or business.

Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Issue or, when applicable, a Prior Issue.

Public has the meaning set forth in Reg § 1.148-1(f)(3)(ii) and generally means any Person other than an Underwriter or a Related Party to an Underwriter.

Purchaser means, when applicable, an entity, including a Successful Bidder, that purchases the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Purpose Investment has the meaning set forth in Reg §1.148-1(b) and generally means an investment that is acquired by the Issuer to carry out the governmental purpose of the Issue.

Qualified Equity has the meaning set forth in Reg § 1.141-6(b)(3) and generally means funds that are not derived from proceeds of a Tax-Advantaged Bond.

Qualified Guarantee has the meaning set forth in Reg § 1.148-4(f) and generally means an arrangement that imposes a secondary liability that unconditionally shifts substantially all of the credit risk for all or part of the payments on the Issue to the guarantor under that arrangement.

Qualified Hedge has the meaning set forth in Reg § 1.148-4(h) and generally means a contract entered into by the Issuer with a hedge provider primarily to modify the Issuer's risk of interest rate changes with respect to all or a part of the Issue.

Reasonable Retainage has the meaning set forth in Reg § 1.148-7(h) and generally means an amount, not to exceed 5% of Available Construction Proceeds or Adjusted Gross Proceeds, as applicable, on the date 24 months, or 18 months, as applicable, after the Issue Date, that is retained for reasonable business purposes relating to the Projects, including to ensure or promote compliance with a construction contract.

Rebate Requirement means the amount of rebatable arbitrage with respect to the Issue, computed as of the last day of any Bond Year pursuant to Reg § 1.148-3.

Refunded Bonds means, when applicable, all or the portion of each of the series of bonds being refunded by the Issue, as identified in Appendix B.

Refunded Notes means, when applicable, all or the portion of each of the series of notes being refunded by the Issue, as identified in Appendix B.

Refunding Obligations means a Tax-Advantaged Bond issued to refund any portion of the Issue, including any subsequent Tax-Advantaged Bond in a series of refundings thereof.

Refunding Portion means, when applicable, the portion of the Issue allocable to the refunding of the Refunded Bonds and/or Refunded Notes, together with the portion of the Issue allocable to the financing of a ratable share of Issuance Costs and other common costs of the Issue.

Regulations or Reg means the applicable Treasury Regulations promulgated by the Secretary of the Treasury of the United States under the Code.

Related Party has the meaning set forth in Reg §1.150-1(b) and generally means, in reference to a Governmental Unit or a 501(c)(3) Organization, any member of the same Controlled Group, and in any reference to any other Person, any two or more Persons who have more than fifty percent (50%) common ownership, directly or indirectly.

Replacement Proceeds has the meaning set forth in Reg §1.148-1(c) and generally means amounts that have a sufficiently direct nexus to the Issue or to the governmental purpose of the Issue to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Issue were not used, and includes a sinking fund, a pledged fund, and other replacement proceeds, each as defined in Reg § 1.148-1(c).

Research Guidelines means Reg §1.141-3(b)(6) and Revenue Procedure 2007-47 or any applicable successor thereto.

Sale Date has the meaning set forth in Reg § 1.150-1(c)(6) and generally means the first day on which there is a binding contract in writing for the sale of a Maturity.

Sale Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means amounts actually or constructively received from the sale of the Issue, or, when applicable, a Prior Issue.

Signature Certificate means the Signature, No Litigation and Official Statement Certificate or similar certificate prepared by Bond Counsel relating to the Issue or, when applicable, a Prior Issue.

Small Issuer Exception has the meaning set forth in Section 148(f)(4)(D) and Reg § 1.148-8(a) and generally means that, as of the Issue Date, either (i) the Issue meets the exception for a current refunding under Section 148(f)(4)(D)(v) or (ii) the Issuer reasonably expects that the aggregate Issue Price of Tax-Exempt Bonds (other than (a) current refunding bonds to the extent the amount thereof does not exceed the outstanding amount of the obligations to be refunded thereby and (b) qualified private activity bonds) issued and to be issued by or on behalf of the Issuer during the current calendar year will not exceed $5,000,000 except by the lesser of (1) $10,000,000 or (2) the aggregate face amount of bonds, in either case attributable to financing the

construction of public school facilities, as provided in Section 148(f)(4)(D)(vii). In addition, the Issuer must have the power to impose or to cause the imposition of taxes of general applicability which, when collected, may be used for the general purposes of the Issuer. The Issuer's power to impose or cause the imposition of such taxes cannot be contingent on approval by any other Governmental Unit. The Issuer cannot form or avail itself of an entity for the purpose of avoiding the volume limitation described above.

State or Local Governmental Unit has the meaning set forth in Reg § 1.103-1(a) and is generally a state or any political subdivision of a state, but excludes the United States and its agencies or instrumentalities.

Successful Bidder(s) means, when applicable, the Successful Bidder(s) set forth in Appendix B.

Successful Bond Bidder means, when applicable, the Successful Bond Bidder set forth in Appendix B.

Successful Note Bidder means, when applicable, the Successful Note Bidder set forth in Appendix B.

Tax-Advantaged Bond has the meaning set forth in Reg § 1.150-1(b) and generally means a tax-exempt bond or a taxable bond that provides a federal tax benefit that reduces the Issuer's borrowing costs.

Tax Certificate means the Tax Certificate to which this Appendix A is attached.

Tax-Exempt Bond means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103, other than a "specified private activity bond" within the meaning of Section 57(a)(5)(C), as well as (i) stock in a "regulated investment company" (within the meaning of Section 852) to the extent at least 95 percent of income to the stockholder is treated as interest on Tax-Exempt Bonds and (ii) any demand deposit obligation issued by the United States Department of the Treasury pursuant to Subpart C of 31 CFR Part 344.

Transferred Proceeds has the meaning set forth in Reg § 1.148-9(b) and generally means Proceeds of a Prior Issue that become Proceeds of the Issue under the transferred proceeds allocation rule in Reg § 1.148-9(b).

Two Year Spending Exception has the meaning set forth in Reg § 1.148-7(e) and generally means Available Construction Proceeds are expended at least as quickly as follows:

10% within six months after the Issue Date

45% within twelve months after the Issue Date

75% within eighteen months after the Issue Date

100% within twenty-four months after the Issue Date

SAMPLE

The requirement that 100% of Available Construction Proceeds be spent within twenty-four months after the Issue Date will be met if at least 95% of Available Construction Proceeds is spent within twenty-four months and the remainder is held as Reasonable Retainage, as permitted by contracts with the Issuer's contractors, and such remainder is spent within thirty-six months after the Issue Date.

Underwriter means (i) any Person, including, when applicable, a Successful Bidder/Successful Bond Bidder/Successful Note Bidder, that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public, and (ii) any Person that agrees pursuant to a written contract directly or indirectly with a Person described in clause (i) of this paragraph to participate in the initial sale of such bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of such bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public).

Votes means the authorizations for the Issue specified in the Signature Certificate.

Yield has the meaning set forth in Reg § 1.148-4 for an issue and Reg § 1.148-5 for investments, and generally means, as to the Issue, or, when applicable, a Prior Issue, or Investment Property, as applicable, that discount rate which, when used in computing the present value of all unconditionally payable payments representing (i) principal, adjusted, as required, for any substantial discounts or premiums, (ii) interest, including costs of Qualified Guarantees, and (iii) payments or receipts on Qualified Hedges, produces an amount equal to the Issue Price of the Issue, or, when applicable, a Prior Issue, or the purchase price of Investment Property, as appropriate.

Yield Reduction Payment means a "qualified yield reduction payment" to the United States Department of the Treasury that reduces the yield on Investment Property, as set forth in Reg § 1.148-5(c).

SAMPLE

APPENDIX B
ISSUE SPECIFIC DEFINITIONS

For purposes of the Tax Certificate to which this Appendix B is attached, and the exhibits to the Tax Certificate and any schedules or attachments to those exhibits, the following capitalized terms have the following meanings:

2023 Issue means the Issuer's $1,994,650 General Obligation Bond Anticipation Notes, issued on its Issue Date, on a current refunding basis, and payable July 30, 2024.

Bond Year means the period beginning on the Issue Date and ending on December 19, 2024, which is the last day on which any notes of the Issue will remain outstanding for federal tax purposes.

Issue Date means, as to the Issue, the date of this Tax Certificate, June 27, 2024.

Municipal Advisor means Hilltop Securities Inc., as municipal advisor to the Issuer in connection with the Issue.

Refunded Notes means the $1,500,000.00 portion of the 2023 Issue. The remainder of the 2023 Issue will be retired with other moneys of the Issuer.

Sale Date of the Issue is June 6, 2024.

Sale Proceeds means as to the Issue, the amount of $8,679,493.55, comprising the stated principal amount of the Issue ($8,645,000), plus original issue premium thereon in the amount of $34,493.55.

Successful Bidder means Piper Sandler & Co.

SAMPLE

APPENDIX C
POST-ISSUANCE TAX COMPLIANCE PROCEDURES
TAX-EXEMPT OBLIGATIONS AND OTHER TAX-BENEFITED OBLIGATIONS

I. Introduction

These post-issuance compliance procedures of the Issuer are designed to provide for the effective management of the Issuer's post issuance compliance program for tax-exempt and other tax-benefited obligations in a manner consistent with state and federal laws applicable to such obligations.

II. Post-Issuance Tax Compliance

The Treasurer of the Issuer, or such other designated officer (the "Compliance Officer") shall be the primary bond compliance officer responsible for each issuance by the Issuer of tax-exempt (or otherwise tax-benefited) bonds, notes, financing leases, or other obligations (herein, collectively referred to as "bonds"). All information related to each bond issue and the facilities, equipment and other assets financed by such issue shall be maintained by or on behalf of the Compliance Officer and the actions taken under subsections A through C of this Section II shall be taken by the Compliance Officer or on behalf of the Compliance Officer by such other officers or employees of the Issuer as appropriate.

A. Tax Certificate and Continuing Education

1. **Tax Certificate** – A Tax Certificate is prepared for each issuance of bonds. Immediately upon issuing any bonds, the Compliance Officer, in conjunction with the Issuer's bond counsel and financial advisor, shall review the Tax Certificate and make notes regarding specific compliance issues for such bond issue on the Post-Issuance Compliance Notes form at Exhibit A. The Tax Certificate and Notes shall clearly define the roles and responsibilities relating to the ongoing compliance activities for each bond issue and will identify specific compliance requirements.

2. **Continuing Education** – The Compliance Officer will actively seek out advice of bond counsel on any matters that appear to raise ongoing compliance concerns and may attend or participate in seminars, teleconferences, etc. sponsored by organizations such as the Massachusetts Collector-Treasurer Association and the Massachusetts Government Finance Officers Association that address compliance issues and developments in the public finance bond arena. In addition, national organizations such as the Securities Industry and Financial Markets Association (SIFMA) and the National Association of Bond Lawyers (NABL) offer numerous training opportunities and materials which may be useful to the Compliance Officer.

B. Tax-Exempt Bonds Compliance Monitoring

SAMPLE

1. **Restrictions against Private Use** – The Compliance Officer will continuously monitor the expenditure of bond proceeds and the use of facilities or equipment financed or refinanced with bonds to ensure compliance with Section 141 of the Internal Revenue Code (the "Code") which generally establishes limitations on the use of bond-financed facilities by non-state or local governmental entities, such as individuals using bond-financed assets on a basis other than as a member of the general public, corporations and the federal government and its agencies and instrumentalities.

   a. **Use of Bond Proceeds** – The Compliance Officer will monitor and maintain records with respect to expenditures to ensure that bond proceeds are being used on capital expenditures for governmental purposes in accordance with the bond documents and document the allocation of all bond proceeds. Such monitoring is required not only for tax-exempt bonds, but also for tax credit bonds.

   b. **Use of the Bond-Financed Facility or Equipment**

      i. **Equipment assets financed with bonds** will be listed in a schedule for each bond issue, which schedule may be included in the Tax Certificate. Equipment assets generally are not to be disposed of prior to the earlier of (a) the date the bonds and all subsequent refundings of such bonds are fully paid, or (b) the end of the useful life of such equipment. The Compliance Officer will maintain the list of all bond-financed equipment for each bond issue, together with the equipment's expected useful life.

      ii. **Constructed or acquired assets financed with bonds** – In order to ensure that assets constructed or acquired using bond proceeds, such as infrastructure assets, are not leased, sold or disposed of prior to the end of the term of the bonds and of all subsequent refundings of such bonds:
         - Any asset constructed or acquired with bond proceeds shall be flagged in the Issuer's records, and
         - These projects will be monitored by the Compliance Officer.

      iii. If there is any proposal to change the use of a bond-financed facility from a governmental purpose to a use in which a private entity may have the use or benefit of such a facility on a basis that is different from the rest of the general public, the Compliance Officer will consult with bond counsel prior to the occurrence of the proposed change in use.

2. **Qualification for Initial Temporary Periods and Compliance with Restrictions against Hedge Bonds**

   a. **Expectations as to Expenditure of "New Money" Bond Proceeds**

      i. In order to qualify under the arbitrage rules for an initial temporary period of 3 years for "new money" issues during which bond proceeds can be invested without regard to yield (but potentially subject to rebate), the Issuer must

reasonably expect to spend at least 85% of "spendable proceeds" by the end of the temporary period. In general under Code Section 149, in order to avoid classification of an issue of bonds as "hedge bonds," the Issuer must both (x) reasonably expect to spend 85% of the "spendable proceeds" of the bond issue within the 3 year period beginning on the date the bonds are issued and (y) invest not more than 50% of the proceeds of the issue in investments having a substantially guaranteed yield for 4 years or more. These expectations have been documented for the Issuer's outstanding bond issues in the tax certificates executed in connection with each bond issue.

ii. If, for any reason, the Issuer's expectations concerning the period over which the bond proceeds are to be expended change from what was documented in the applicable tax certificate, the Compliance Officer will consult with bond counsel.

b. **Project Draw Schedule Compliance Monitoring** – While there are unspent proceeds of a bond issue, the Compliance Officer will compare and analyze the original anticipated project draw schedule and the actual expenditure payouts and reimbursements on each bond-financed project on an annual or more frequent basis. The purpose of this analysis is to determine the variances from the original expected draw schedule for each project and to document the reasons for these variances to provide a continual record on the spending progress of each bond-financed project. Factors relevant to the analysis include unexpected delays in the project timelines, extreme weather, contract time extensions due to unexpected events, supplemental agreements and any other factor with a potential to impact the progress or completion of the projects. Generally, there should be no effect on the tax-exempt status of the bonds under either the temporary period rules or the hedge bond rules if the actual disbursements do not meet the original project draw schedule, unless circumstances surrounding the actual events cast doubt on the reasonableness of the stated expectations on the issuance date. Therefore, it is important for the Compliance Officer to update the progress of each project at least annually, and consult with bond counsel as to any variance from the original schedule.

c. **Bond Proceeds Expenditure Schedule Compliance Monitoring** – While there are unspent proceeds of bonds, the Compliance Officer will compare and analyze the bond proceeds expenditure schedule and the actual investment earnings on each project on an annual or more frequent basis. The purpose of this analysis is to determine any variances from the expected expenditure schedule and to document the reasons for these variances.

3. **Arbitrage Rebate Compliance**

a. Bonds may lose their tax-favored status, retroactive to the date of issuance, if they do not comply with the arbitrage restrictions of section 148 of the Code. Two general sets of requirements under the Code must be applied in order to determine whether

governmental bonds are arbitrage bonds: the yield restriction requirements of section 148(a) and the rebate requirements of section 148(f).

b. **Yield Restriction Requirements** – The yield restriction requirements provide, in general terms, that gross proceeds of a bond issue may not be invested in investments earning a yield higher than the yield of the bond issue, except for investments (i) during one of the temporary periods permitted under the regulations (including the initial three year temporary period described above), (ii) in a reasonably required reserve or replacement fund or (iii) in an amount not in excess of the lesser of 5% of the sale proceeds of the issue or $100,000 (the "minor portion"). Under limited circumstances, the yield on investments subject to yield restriction can be reduced through payments to the IRS known as "yield reduction payments." The Tax Certificate will identify those funds and accounts associated with a particular issue of bonds known, as of the date of issuance, to be subject to yield restriction.

c. **Rebate Requirements**

i. If, consistent with the yield restriction requirements, amounts treated as bond proceeds are permitted to be invested at a yield in excess of the yield on the bonds (pursuant to one of the exceptions to yield restriction referred to above), rebate payments may be required to be made to the U.S. Treasury. Under the applicable regulations, the aggregate rebate amount is the excess of the future value of all the receipts from bond funded investments over the future value of all the payments to acquire such investments. The future value is computed as of the computation date using the bond yield as the interest factor. At least 90% of the rebate amount calculated for the first computation period must be paid no later than 60 days after the end of the first computation period. The amount of rebate payments required for subsequent computation periods (other than the final period) is that amount which, when added to the future value of prior rebate payments, equals at least 90% of the rebate amount. For the final computation period, 100% of the calculated amount must be paid. Rebate exceptions and expectations are documented for each bond issue in the tax certificate executed at the time of such bond issue.

ii. **While there are unspent proceeds of bonds, the Issuer will engage an experienced independent rebate analyst to annually calculate any rebate that may result for that year and annually provide a rebate report to the Compliance Officer. Bond counsel can assist with referrals to qualified rebate analysts.**

d. **Timing of Rebate Payments**

The Compliance Officer will work with the rebate analyst to ensure the proper calculation and payment of any rebate payment and/or yield-reduction payment at the required time:

i. First installment due no later than 60 days after the end of the fifth anniversary of each bond issuance;
ii. Succeeding installments at least every five years;
iii. Final installment no later than 60 days after retirement of last bond in the issue.[1]

4. **Refunding Requirements**

a. **Refunded Projects** – The Compliance Officer will maintain records of all bond financed assets for each bond issue, including assets originally financed with a refunded bond issue.

b. **Yield Restriction** – The Compliance Officer will work with its financial advisor and bond counsel to maintain records of allocation of bond proceeds for current and advance refundings of prior bond issues to ensure that such bond proceeds are expended as set forth in the applicable tax certificate executed at the time the refunding bonds are issued. Any yield restricted escrows will be monitored for ongoing compliance.

C. Record Retention

1. Section 6001 of the Code provides the general rule for the proper retention of records for federal tax purposes. The IRS regularly advises taxpayers to maintain sufficient records to support their tax deductions, credits and exclusions. In the case of a tax-exempt bond transaction, the primary taxpayers are the bondholders. In the case of other tax benefited bonds, such as "build America bonds" or "recovery zone economic development bonds", the Issuer will be treated as the taxpayer. In order to ensure the continued exclusion of interest to such bondholders, it is important that the Issuer retain sufficient records to support such exclusion.

2. **In General**

a. All records associated with any bond issue shall be stored electronically or in hard copy form at the Issuer's offices or at another location conveniently accessible to the Issuer.

b. The Compliance Officer will ensure that the Issuer provides for appropriate storage of these records.

c. If storing documents electronically, the Issuer shall conform with Rev. Proc. 97-22, 1997-1 C.B. 652 (as the same may be amended, supplemented or superseded), which provides guidance on maintaining books and records by using an electronic storage system. Bond counsel can furnish a copy of this Revenue Procedure if needed.

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[1] Generally, rebate payments must be paid not later than 60 days after retirement of the last bond in the issue.

SAMPLE

3. **Bonds** – Unless a longer period of time is required by state law, the Issuer shall maintain the bond record as defined in this section for the longer of the life of the bonds plus 3 years or the life of refunding bonds (or series of refunding bonds) which refunded the bonds plus 3 years. The bond record shall include the following documents:

   a. **Pre-Issuance Documents**

      i. **Guaranteed Investment Contracts ("GICs") and Investments (other than Treasury's State and Local Government Series Securities, "SLGs")** – If applicable, the Compliance Officer shall retain all documentation regarding the procurement of each GIC or other investment acquired on or before the date of bond issuance, including as applicable the request for bids, bid sheets, documentation of procurement method (i.e., competitive vs. negotiated), etc. If investments other than SLGs are used for a defeasance escrow, the documentation should include an explanation of the reason for the purchase of open market securities and documentation establishing the fair value of the securities and compliance with safe harbor bidding rules. If SLGs are purchased, a copy of the final subscription shall be maintained.

      ii. **Project Draw Schedule** – The Compliance Officer shall retain all documentation and calculations relating to the draw schedule used to meet the "reasonable expectations" test and use of proceeds tests (including copies of contracts with general and sub-contractors or summaries thereof).

      iii. **Issue Sizing** – The Compliance Officer shall maintain a copy of all financial advisor's or underwriter's structuring information.

      iv. **Bond Insurance** – If procured by the Issuer, the Compliance Officer shall maintain a copy of insurance quotes and calculations supporting the cost benefit of bond insurance, if any.

      v. **Costs of Issuance documentation** – The Compliance Officer shall retain all invoices, payments and certificates related to costs of issuance of the bonds.

   b. **Issuance Documents** – The Compliance Officer shall retain the bound bond transcript delivered from bond counsel.

   c. **Post-Issuance Documents**

      i. **Post-Issuance Guaranteed Investment Contracts and Investments (Other than SLGs)** – the Compliance Officer shall retain all documentation regarding the procurement of any GIC or other investment acquired after bond issuance, including as applicable the

SAMPLE

request for bids, bid sheets, documentation of procurement method (i.e., competitive vs. negotiated), etc. If investments other than SLGs are used for a defeasance escrow, the documentation should include an explanation of the reason for the purchase of open market securities and documentation establishing the fair value of the securities and compliance with safe harbor bidding rules.

ii. **Records of Investments** shall be retained by the Compliance Officer.

iii. **Investment Activity Statements** shall be retained by the Compliance Officer.

iv. **Records of Expenditures** – The Compliance Officer shall maintain or shall cause to be maintained all invoices, etc. relating to equipment purchases and constructed or acquired projects, either electronically or in hard copy.

v. **Records of Compliance**

- **Qualification for Initial Temporary Periods and Compliance with Restrictions against Hedge Bond Documentation** – The Compliance Officer shall prepare the annual analysis described in Section II(B)(2) above and maintain these records.
- **Arbitrage Rebate Reports** may be prepared by the Compliance Officer or a third party as described in section II (B)(3) of this document and retained by the Compliance Officer.
- **Returns and Payment** – Shall be prepared at the direction of the Compliance Officer and filed as described in Section II(B)(3) of this document.
- **Contracts under which any bond proceeds are spent (consulting engineering, acquisition, construction, etc.)** – The Compliance Officer shall obtain copies of these contracts and retain them for the bond record.

d. General

i. **Audited Financial Statements** – The Compliance Officer will maintain copies of the Issuer's annual audited Financial Statements.

ii. **Reports of any prior IRS Examinations** – The Compliance Officer will maintain copies of any written materials pertaining to any IRS examination of the Issuer's bonds.

III. Voluntarily Correcting Failures to Comply with Post-Issuance Compliance Activities

If, in the effort to exercise due diligence in complying with applicable federal tax laws, a potential violation is discovered, the Issuer may address the violation through the applicable method listed below. The Issuer should work with its bond counsel to determine the appropriate way to proceed.

A. Taking remedial actions as described in Section 141 of the Internal Revenue Code

B. Utilizing the Voluntary Closing Agreement Program (VCAP) – Section 7.2.3 of the Internal Revenue Manual establishes the voluntary closing agreement program for tax-exempt bonds (TEB VCAP) whereby issuers of tax-exempt bonds can resolve violations of the Internal Revenue Code through closing agreements with the Internal Revenue Service.

IV. Post Issuance Tax Compliance Procedures Review

The Compliance Officer shall review these procedures at least annually, and implement revisions or updates as deemed appropriate, in consultation with bond counsel.

SAMPLE

Exhibit A

POST ISSUANCE COMPLIANCE NOTES
[Name of Bond]

Transaction Parties

Overall Responsible Party for Debt Management Activities _____

Bond Counsel _____

Paying Agent _____

Rebate Specialist _____

Other _____

SAMPLE

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EXHIBIT A

$8,645,000
Town of Needham, Massachusetts
General Obligation Bond Anticipation Notes
Dated June 27, 2024

ISSUE PRICE CERTIFICATE AND RECEIPT

The undersigned, on behalf of the Successful Bidder, hereby certifies as set forth below with respect to the sale of the above-captioned obligations ("Issue") of the Issuer. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Tax Certificate to which this Exhibit A is attached.

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering price of the notes of the Issue to the Public by the Successful Bidder is the price listed in Schedule A ("Expected Offering Price"). The Expected Offering Price is the price for the notes of the Issue used by the Successful Bidder in formulating its bid to purchase the Issue. Reflected in Schedule B is a true and correct representation of the bid provided by the Successful Bidder to purchase the notes of the Issue.

(b) The Successful Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Successful Bidder constituted a firm offer to purchase the notes of the Issue.

2. Receipt. The Successful Bidder hereby acknowledges receipt of the notes of the Issue from the Issuer and further acknowledges receipt of all certificates, opinions and other documents required to be delivered to the Successful Bidder, before or simultaneously with the delivery of such notes of the Issue, which certificates, opinions and other documents are satisfactory to the Successful Bidder.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Successful Bidder's interpretation of any laws, including specifically Sections 103 and 148 and the Regulations thereunder.

[Remainder of page intentionally left blank; signature page follows.]

SAMPLE

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: June 27, 2024

PIPER SANDLER & CO.

By: _____
Name:
Title:

SAMPLE

SCHEDULE A TO EXHIBIT A

EXPECTED INITIAL OFFERING PRICE TO THE PUBLIC

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/19/2024	Serial Note	4.250%	3.400%	8,645,000.00	100.399%	8,679,493.55
Total	-	-	-	$8,645,000.00	-	$8,679,493.55

Bid Information

Par Amount of Bonds	$8,645,000.00
Reoffering Premium or (Discount)	34,493.55
Gross Production	$8,679,493.55
Total Underwriter's Discount (0.145%)	$(12,535.25)
Bid (100.254%)	8,666,958.30
Total Purchase Price	$8,666,958.30
Bond Year Dollars	$4,130.39
Average Life	0.478 Years
Average Coupon	4.2500001%
Net Interest Cost (NIC)	3.7183721%
True Interest Cost (TIC)	3.7104714%

SAMPLE

SCHEDULE B TO EXHIBIT A

SUCCESSFUL BIDDER'S BID

Piper Sandler & Co - New York , NY's Bid

PARITY

Needham (Town)
$8,645,000 General Obligation Bond Anticipation Notes

For the aggregate principal amount of $8,645,000.00, we will pay you $8,666,958.30, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
12/19/2024	8,645M	4.2500	3.4000	100.399

Bid:	100.254000
Premium:	$21,958.30
Net Interest Cost:	$153,583.23
NIC:	3.718372

Time Last Bid Received On:06/06/2024 10:02:18 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Piper Sandler & Co, New York , NY
Contact: Christopher DiCerbo
Title: Underwriter
Telephone:212-284-9387
Fax: 212-284-9411

SAMPLE

EXHIBIT B

$8,645,000
Town of Needham, Massachusetts
General Obligation Bond Anticipation Notes
Dated June 27, 2024

CERTIFICATE OF THE MUNICIPAL ADVISOR

The undersigned, on behalf of the Municipal Advisor, has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the notes of the Issue in a competitive bidding process in which bids were requested for the purchase of such notes at specified written terms set forth in the Notice of Sale, a copy of which is attached to this certificate as Attachment 1. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Tax Certificate to which this Exhibit B is attached. The competitive sale requirements (as defined in the Notice of Sale) for the notes of the Issue were met. The Municipal Advisor further advises as follows:

1. The notes of the Issue were offered for sale at specified written terms more particularly described in the Notice of Sale, which was distributed to potential bidders.

2. The Notice of Sale was disseminated electronically through PARITY on May 30, 2024. The method of distribution of the Notice of Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the notes of the Issue so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").

4. The Issuer received bids for the notes of the Issue from at least three Underwriters who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the Municipal Advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of any written bids received are attached to this certificate as Attachment 2. Bids not reflected in Attachment 2, if any, were received by telephone rather than in writing.

5. The winning bidder for the notes of the Issue was the Successful Bidder, whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the notes of the Issue to the Successful Bidder.

6. The Yield on the Issue is 3.4025914% as shown on the attached Schedule A.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 and the Regulations thereunder.

[Remainder of page intentionally left blank; signature page follows.]

SAMPLE

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate to which this certificate is attached and with respect to compliance with the federal income tax rules affecting the Issue, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, in the preparation of the Internal Revenue Service Form 8038-G, and in providing other federal income tax advice that it may give to the Issuer from time to time relating to the Issue. The Issuer and Locke Lord LLP may also rely on the foregoing information for purposes of determining compliance with Section 21A of Chapter 44 of the Massachusetts General Laws, if applicable. No other Persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

Dated: June 27, 2024

HILLTOP SECURITIES INC.

By: _____
Name:
Title:

SAMPLE

ATTACHMENT 1 TO EXHIBIT B

NOTICE OF SALE

(see attached)

SAMPLE

ATTACHMENT 2 TO EXHIBIT B

COPIES OF WRITTEN BIDS RECEIVED

Piper Sandler & Co - New York , NY's Bid

PARITY

Needham (Town)
$8,645,000 General Obligation Bond Anticipation Notes

For the aggregate principal amount of $8,645,000.00, we will pay you $8,666,958.30, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
12/19/2024	8,645M	4.2500	3.4000	100.399

Bid:	100.254000
Premium:	$21,958.30
Net Interest Cost:	$153,583.23
NIC:	3.718372
Time Last Bid Received On:06/06/2024 10:02:18 EDST	

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Piper Sandler & Co, New York , NY
Contact: Christopher DiCerbo
Title: Underwriter
Telephone:212-284-9387
Fax: 212-284-9411

TD Securities - New York , NY's Bid

PARITY

Needham (Town)
$8,645,000 General Obligation Bond Anticipation Notes

For the aggregate principal amount of $8,645,000.00, we will pay you $8,675,171.05, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
12/19/2024	8,645M	4.5000	3.6600	100.394

Bid:	100.349000
Premium:	$30,171.05
Net Interest Cost:	$155,696.45
NIC:	3.769535
Time Last Bid Received On:06/06/2024 10:46:46 EDST	

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: TD Securities, New York , NY
Contact: Chris Dimon
Title:
Telephone:212-827-7171
Fax:

Fidelity Capital Markets - Boston , MA's Bid

PARITY

Needham (Town)
$8,645,000 General Obligation Bond Anticipation Notes

For the aggregate principal amount of $8,645,000.00, we will pay you $8,658,140.40, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
12/19/2024	8,645M	4.2500	3.5000	100.352

Bid:	100.152000
Premium:	$13,140.40
Net Interest Cost:	$162,401.13
NIC:	3.931860

Time Last Bid Received On:06/06/2024 10:47:36 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Fidelity Capital Markets, Boston , MA
Contact: Tricia Kenney
Title: Associate
Telephone:617-775-7523
Fax: 617-692-5949

Oppenheimer & Co., Inc. - Philadelphia , PA's Bid

PARITY

Needham (Town)
$8,645,000 General Obligation Bond Anticipation Notes

For the aggregate principal amount of $8,645,000.00, we will pay you $8,653,990.80, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
12/19/2024	8,645M	4.5000	3.8500	100.304

Bid:	100.104000
Premium:	$8,990.80
Net Interest Cost:	$176,876.70
NIC:	4.282326

Time Last Bid Received On:06/06/2024 9:29:45 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Oppenheimer & Co., Inc., Philadelphia , PA
Contact: Darren Smith
Title: Executive Director
Telephone:215-656-2893
Fax: 215-656-2896

ATTACHMENT 3 TO EXHIBIT B

BID COMPARISON

Bidder	Underwriter	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
Piper Sandler & Co.	•	$8,645,000	4.25%	$21,958.30	$175,541.53	$153,583.23	3.7184%	$21,958.30	$175,541.53	$8,645,000	3.40%
TD Securities	•	$8,645,000	4.50%	$30,171.05	$185,867.50	$155,696.45	3.7695%				
Fidelity Capital Markets	•	$8,645,000	4.25%	$13,140.40	$175,541.53	$162,401.13	3.9319%				
Oppenheimer & Co.	•	$8,645,000	4.50%	$6,990.80	$185,867.50	$176,876.70	4.2823%				
Award Totals								$21,958.30	$175,541.53	$8,645,000	

SAMPLE

SCHEDULE A TO EXHIBIT B

PROOF OF YIELD ON THE ISSUE

Proof of Bond Yield @ 3.4025914%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
06/27/2024	-	1.0000000x	-	-
12/19/2024	8,820,541.53	0.9840091x	8,679,493.55	8,679,493.55
Total	$8,820,541.53	-	$8,679,493.55	-

Derivation Of Target Amount

Par Amount of Bonds	$8,645,000.00
Reoffering Premium or (Discount)	34,493.55
Original Issue Proceeds	$8,679,493.55

SAMPLE

EXHIBIT C

SPENDING SCHEDULE

Renewal Money Purpose	This Issue	Spent to Date 6/27/2024	Spent By Original Issue Date - 5/26/2023	Spent By 11/26/2023	Spent By 5/26/2024	Spent By 11/26/2024	Spent By 5/26/2025
Water Distribution Improvements	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000
Total	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000

New Money Purpose	This Issue	Date of First Expenditure*	Spent By Original Issue Date - 6/27/2024	Spent By 12/27/2024	Spent By 6/27/2025	Spent By 12/27/2025	Spent By 6/27/2026
Water Distribution Improvements	$400,000	3/15/2024	$269,096	$400,000	$400,000	$400,000	$400,000
Water Service Connections	$500,000	6/30/2023	$463,726	$500,000	$500,000	$500,000	$500,000
Emery Grover Building Design	$15,000	N/A	$0	$15,000	$15,000	$15,000	$15,000
Emery Grover Building Addition and Renovation	$4,230,000	12/22/2023	$3,191,175	$4,230,000	$4,230,000	$4,230,000	$4,230,000
Broadmeadow and Eliot School Rooftop Unit Replacement	$2,000,000	2/23/2024	$979,450	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Total	$7,145,000		$4,903,447	$7,145,000	$7,145,000	$7,145,000	$7,145,000

*If the Town is using new money BAN proceeds to reimburse itself for prior expenditures made for these projects, please include the date of the first such expenditure to be reimbursed using the proceeds of this new money portion of the borrowing (as opposed to the date the first expenditure that may have been made on the project as a whole).

SAMPLE

137638645v.2

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 06/25/2024

Agenda Item	Set Water and Sewer Rates
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Deputy Town Manager/Director of Finance

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED

The Board held a Public Hearing regarding the water and sewer rates at its June 11, 2024 meeting. The Water and Sewer Rate Structure Committee presented three alternative rate structures, so-called Alternative B, Alternative D, and Alternative G. Alternative G was the primary choice of the Committee.

Alternative B Retain the current water rate structure, increase all sewer step rates by 6.9% with an increase in the annual sewer service fee of $4. This would result in a combined water and sewer change of 5.1% for AHWS use at 12,000 C.F.

Alternative D All water steps increase by ~2.23% with no change to the annual basic water service fees, increase all sewer step rates by 6.9% with an increase in the annual sewer service fee of $4. This would result in a combined water and sewer change of 5.6% for AHWS use at 12,000 C.F.

Alternative G All water steps increase by ~2.23%, with an increase in the annual basic water service fee of $4, an increase in the annual second meter fee of $4, increase all sewer step rates by 6.9% with an increase in the annual sewer service fee of $4. This would result in a combined water and sewer change of 5.8% for AHWS use at 12,000 C.F.

VOTE REQUIRED BY SELECT BOARD

Suggested Motion: Move that the Board approve the water and sewer rates identified as **Alternative** _____ and that they be effective July 1, 2024; that the Board approve a Septage Disposal fee of $85.00 per 1,000 gallons; and further that the Board approve the following other water & sewer service rates:

Description	Rate
Back Flow Test	$ 50.00 (no change)
Cross-Connection Test	$ 50.00 (no change)
Final Read	$ 25.00 (no change)
Hydrant Flow Flush/Test	$300.00 (no change)
Shut-off Water & Turn on Water	$ 50.00 (no change)
Turn on Water	$ 50.00 (no change)
Shut-off Water and Remove Meter	$ 25.00 (no change)
Temporary Water Meter install on Fire Hydrant	$ 25.00 (no change)
Valve Job	Varies $75.00 to $150.00 (no change)

3. BACK UP INFORMATION ATTACHED

Water and Sewer Rates Tables Alt-B, Alt-D, and Alt-G

Town of Needham
Water and Sewer Rates

Description	Current Rate	Alt-B Rate	$ Change
Basic Service Fee - Monthly	$5.00	$5.00	$0.00
Basic Service Fee - Quarterly	$15.00	$15.00	$0.00
Water - Primary Meter			
Step 1	$3.30	$3.30	$0.00
Step 2	$3.53	$3.53	$0.00
Step 3	$4.43	$4.43	$0.00
Step 4	$5.44	$5.44	$0.00
Basic Service Fee - Monthly	$1.34	$1.34	$0.00
Basic Service Fee - Quarterly	$4.00	$4.00	$0.00
Water - Secondary Meter			
Step 1	$5.60	$5.60	$0.00
Step 2	$6.04	$6.04	$0.00
Step 3	$6.69	$6.69	$0.00
Step 4	$8.91	$8.91	$0.00
Basic Service Fee - Monthly	$4.00	$4.34	$0.34
Basic Service Fee - Quarterly	$12.00	$13.00	$1.00
Sewer			
Step 1	$9.82	$10.50	$0.68
Step 2	$10.84	$11.59	$0.75
Step 3	$11.69	$12.50	$0.81
Step 4	$12.75	$13.63	$0.88
Prices are per 100 cubic feet (CF)			
1 CF = 7.4805 Gallons			
AHWS = 12,000 CF Per Year			
Annual	**$1,823.40**	**$1,916.44**	**$93.04**

Town of Needham
Water and Sewer Rates

Description	Current Rate	Alt-D Rate	$ Change
Basic Service Fee - Monthly	$5.00	$5.00	$0.00
Basic Service Fee - Quarterly	$15.00	$15.00	$0.00
Water - Primary Meter			
Step 1	$3.30	$3.37	$0.07
Step 2	$3.53	$3.61	$0.08
Step 3	$4.43	$4.53	$0.10
Step 4	$5.44	$5.56	$0.12
Basic Service Fee - Monthly	$1.34	$1.34	$0.00
Basic Service Fee - Quarterly	$4.00	$4.00	$0.00
Water - Secondary Meter			
Step 1	$5.60	$5.72	$0.12
Step 2	$6.04	$6.17	$0.13
Step 3	$6.69	$6.84	$0.15
Step 4	$8.91	$9.11	$0.20
Basic Service Fee - Monthly	$4.00	$4.34	$0.34
Basic Service Fee - Quarterly	$12.00	$13.00	$1.00
Sewer			
Step 1	$9.82	$10.50	$0.68
Step 2	$10.84	$11.59	$0.75
Step 3	$11.69	$12.50	$0.81
Step 4	$12.75	$13.63	$0.88
Prices are per 100 cubic feet (CF)			
1 CF = 7.4805 Gallons			
AHWS = 12,000 CF Per Year			
Annual	**$1,823.40**	**$1,926.04**	**$102.64**

Town of Needham
Water and Sewer Rates

Description	Current Rate	Alt-G Rate	$ Change
Basic Service Fee - Monthly	$5.00	$5.33	$0.33
Basic Service Fee - Quarterly	$15.00	$16.00	$1.00
Water - Primary Meter			
Step 1	$3.30	$3.37	$0.07
Step 2	$3.53	$3.61	$0.08
Step 3	$4.43	$4.53	$0.10
Step 4	$5.44	$5.56	$0.12
Basic Service Fee - Monthly	$1.34	$1.67	$0.33
Basic Service Fee - Quarterly	$4.00	$5.00	$1.00
Water - Secondary Meter			
Step 1	$5.60	$5.72	$0.12
Step 2	$6.04	$6.17	$0.13
Step 3	$6.69	$6.84	$0.15
Step 4	$8.91	$9.11	$0.20
Basic Service Fee - Monthly	$4.00	$4.34	$0.34
Basic Service Fee - Quarterly	$12.00	$13.00	$1.00
Sewer			
Step 1	$9.82	$10.50	$0.68
Step 2	$10.84	$11.59	$0.75
Step 3	$11.69	$12.50	$0.81
Step 4	$12.75	$13.63	$0.88
Prices are per 100 cubic feet (CF)			
1 CF = 7.4805 Gallons			
AHWS = 12,000 CF Per Year			
Annual	**$1,823.40**	**$1,930.04**	**$106.64**

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Dark Sky Legislation
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Board will discuss Senate Bill 2102 An Act to improve outdoor lighting, conserve energy, and increase dark-sky visibility.

In 2019, Needham converted to dark sky compliant LEDs for street lighting, meeting the criteria in the dark sky bill: 2700K and 3000K color temperatures, pointed downward, limited glare and brightness. The Town also installed controls and a central management system to enable individual streetlight dimming and electricity use tracking.

By early 2020, a year after conversion, Needham completed its plan to reduce intensity on most streetlights by a total of 40% in the evening, and by 50% late at night.

Section 3 of the bill requires that utility companies charge only for what is used to light streetlights, and/or to create a finer tariff table. Paying for the actual use of energy rather than the tariff rate would benefit Needham.

2.	**VOTE REQUIRED BY SELECT BOARD**

Suggested Motion: That the Board authorize the Town Manager to submit a letter of support of Senate Bill 2102.

3.	**BACK UP INFORMATION ATTACHED**

a) Senate Bill 2102

SENATE DOCKET, NO. 1219 FILED ON: 1/19/2023

SENATE . . . . . No. 2102

The Commonwealth of Massachusetts

PRESENTED BY:

Cynthia Stone Creem

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to improve outdoor lighting, conserve energy, and increase dark-sky visibility.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	
Cynthia Stone Creem	*Norfolk and Middlesex*	
Edward J. Kennedy	*First Middlesex*	*1/23/2023*
Paul W. Mark	*Berkshire, Hampden, Franklin and Hampshire*	*1/23/2023*
Joanne M. Comerford	*Hampshire, Franklin and Worcester*	*1/27/2023*
Bruce E. Tarr	*First Essex and Middlesex*	*2/1/2023*
Sal N. DiDomenico	*Middlesex and Suffolk*	*2/23/2023*
James B. Eldridge	*Middlesex and Worcester*	*2/27/2023*
John F. Keenan	*Norfolk and Plymouth*	*3/10/2023*
Kay Khan	*11th Middlesex*	*3/29/2023*
Marc R. Pacheco	*Third Bristol and Plymouth*	*4/12/2023*
Rebecca L. Rausch	*Norfolk, Worcester and Middlesex*	*7/6/2023*

SENATE DOCKET, NO. 1219 FILED ON: 1/19/2023

SENATE . . . . . No. 2102

By Ms. Creem, a petition (accompanied by bill, Senate, No. 2102) of Cynthia Stone Creem, Edward J. Kennedy, Paul W. Mark, Joanne M. Comerford and other members of the Senate for legislation to promote energy efficient lighting, conserve energy, regulate outdoor night lighting, and reduce light pollution. Telecommunications, Utilities and Energy.

[SIMILAR MATTER FILED IN PREVIOUS SESSION
SEE SENATE, NO. *2147* OF 2021-2022.]

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Third General Court
(2023-2024)

An Act to improve outdoor lighting, conserve energy, and increase dark-sky visibility.

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. Chapter 85 of the General Laws is hereby amended by adding the following section:

Section 38. (a) As used in this section, the following words shall have the following meanings unless the context clearly requires otherwise:

"Correlated color temperature" or "CCT", the apparent hue of the light emitted by a fixture, expressed in kelvins (K).

"Façade lighting", illumination of exterior surfaces of buildings for the enhancement of their nighttime appearance, achieved by shining light onto building surfaces, or by internal or

external illumination of translucent building surfaces, or with fixtures solely for decorative function.

"Fixture", a complete lighting unit, including a light source together with the parts designed to distribute the light, to position and protect the light source and connect the light source to the power supply.

"Fully shielded fixture", a fixture that in its mounted position has an uplight value of U0 as defined by the Illuminating Engineering Society's standards publication TM-15-20 (Luminaire Classification System for Outdoor Luminaires).

"Glare", light emitted by a fixture that causes visual discomfort or reduced visibility.

"Illuminance", the luminous power incident per unit area of a surface.

"Light trespass", light that falls beyond the property it is intended to illuminate.

"Lumen", a standard unit of measurement of the quantity of light emitted from a source of light.

"Municipal funds", bond revenues or money appropriated or allocated by the governing body of a town or city within the commonwealth.

"Ornamental lighting", a lighting fixture that has a historical or decorative appearance and that serves a decorative function in addition to serving to light a roadway, parking lot, walkway, plaza, or other area.

"Parking-lot lighting", a permanent outdoor fixture specifically intended to illuminate an uncovered vehicle-parking area.

"Part-night service", a rate charged by a utility company to provide unmetered electricity for permanent outdoor fixtures that operate for only a portion of each night's dusk-to-dawn cycle.

"Permanent outdoor fixture", a fixture for use in an exterior environment installed with mounting not intended for relocation.

"Roadway lighting", a permanent outdoor fixture specifically intended to illuminate a public roadway.

"Sky glow", scattered light in the atmosphere that is caused by light directed upward or sideways from fixtures, reducing an individual's ability to view the natural night sky.

"State funds", bond revenues or money appropriated or allocated by the general court.

"Uplight," direct light emitted above a horizontal plane through the fixture's lowest light-emitting part in its mounted position

(b) State or municipal funds must not be used to install or cause to be installed a new permanent outdoor fixture or to pay for the cost of operating a new permanent outdoor fixture, for the specific purposes listed below, unless the following conditions are met:

(i) Fixtures used for roadway lighting or parking-lot lighting, whether mounted to poles, buildings or other structures, must be fully shielded unless they are ornamental lighting fixtures, or are fixtures used to light tunnels or roadway underpasses;

(ii) Ornamental lighting fixtures must emit fewer than 500 lumens of uplight;

(iii) “Fixtures used for roadway lighting must not be more numerous than is necessary for adequate vehicular and pedestrian safety, as determined by the current lighting-needs criteria published by the Federal Highway Administration and the Illuminating Engineering Society;”

(iv) Building-mounted fixtures must be fully shielded unless they are façade lighting fixtures;

(v) Façade lighting fixtures must be selected and installed to direct the light onto the intended target, and must be shielded, so that glare, sky glow, and light trespass are minimized;

(vi) Fixtures used to light historic structures, flags, monuments, statuary and works of art must be selected and installed to direct the light onto the intended target, and must be shielded, so that glare, sky glow, and light trespass are minimized;

(vii) Fixtures used to light athletic playing areas must be selected and installed so as to minimize glare, light trespass and sky glow outside the athletic playing area;

(viii) Fixtures installed for any purpose must have a correlated color temperature that is not greater than 3000 K unless (1) an exemption up to 4000 K is granted, in which case a public safety need must be demonstrated; or (2) the fixtures are used exclusively for the decorative illumination through color of certain building façade or landscape features; or (3) the fixtures are used to illuminate athletic playing areas.

(ix) Lighting installed for any purpose should provide maintained illuminance levels equal to the minimum values recommended by the Illuminating Engineering Society for the intended application and may not exceed those recommended minimum values by more than 50

percent unless a demonstrated and verified need exists for higher levels to ensure safety or security.

(c) This section shall not apply: (i) if it is preempted by federal law; (ii) if the outdoor lighting fixture is used temporarily for emergency, repair, construction or similar activities; (iii) to navigational and other lighting systems necessary for aviation and nautical safety; (iv) if a compelling and bona fide safety or security need exists that cannot be addressed by another reasonable method; (v) to the replacement of a previously installed permanent outdoor fixture that is destroyed, damaged or inoperative, has experienced electrical failure due to failed components, or requires standard maintenance; (vi) to festoon lighting as defined in the NFPA 70 National Electrical Code, or (vii) to fixtures installed for any specific purpose that is not listed in (b) above.

(d) The department of energy resources, in consultation with the department of transportation, shall:

(i) develop and promulgate regulations to implement and enforce this section; provided, however, that if a municipal or county ordinance or regulation specifies lower illuminance levels, the illuminance level required for the intended purpose by the ordinance or regulation shall be used; and

(ii) develop and promulgate regulations to ensure that the use of state or municipal funds, including, but not limited to, operating costs for new permanent outdoor fixtures for roadway lighting or parking-lot lighting installed by electric distribution companies and municipal aggregators, comply with this section.

SECTION 2. The department of transportation shall review and issue a report on existing roadway lighting and lighting operational costs. The report shall include a review of standards and other criteria for roadway lighting and an analysis of lighting operational costs; a review of roadway lighting's impact on human health, human safety, and environmental impact; actions taken by the department to comply with current standards; procedures and accepted best practices relative to roadway lighting; and a plan to reduce lighting operational costs through the replacement of existing high-wattage, unshielded fixtures with lower-wattage, fully shielded fixtures and the replacement of unnecessary roadway lighting with the installation of passive safety measures. The department shall issue its report to the department of energy resources and the clerks of senate and the house of representatives not later than January 1, 2024.

SECTION 3. The department of public utilities shall, subject to its ratemaking authority:

(a) develop a rate for part-night service that applies to dimmable and controls-operated fixtures used for unmetered roadway or parking-lot lighting.

(b) develop a rate for unmetered roadway or parking-lot lighting fixtures utilizing less than 25 watts of electricity.

SECTION 4. Sections 1 and 2 shall take effect on January 1, 2024.

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Policy Regarding Executive Session Minutes
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	**BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED**

The Town Manager will recommend that the Board voted to approve the revision to the Policy Regarding Executive Session Minutes.

2.	**VOTE REQUIRED BY SELECT BOARD**

Suggested Motion: That the Board vote to approve the revision to the Policy Regarding Executive Session Minutes.

3.	**BACK UP INFORMATION ATTACHED**

a. Revised Policy Regarding Executive Session Minutes
b. BOS 2006.002 Policy Regarding Executive Session Minutes

Board of Selectmen

Policy Number: **BOS 2006.002**

Policy: **Policy Regarding Executive Session Minutes**

Date Approved: **June 27, 2006**

Approved: John H Cogswell
Chairman, Board of Selectmen

Policy:

1.1 Executive session minutes shall be public records and shall become available to the public three years following the date of the meeting, except as provided in sections 1.2 and 1.3.

1.2 The Town Manager, or his or her designee, shall review records requests for executive session minutes. If the Town Manager or designee believes that such records should remain confidential, he or she shall defer release of such records for up to ten calendar days to afford the Board of Selectmen an opportunity to make a determination in accordance with section 1.3.

1.3 Executive session minutes may be withheld from public availability for longer than three years following the date of the meeting by vote of the Board of Selectmen based on a finding that publication may defeat the lawful purposes of the executive session.

1.4 In any instance, executive session minutes may be released by vote of the Board less than three years following the date of the meeting.

Town of Needham Select Board

Policy Number:	SB-ADMIN-002
Policy:	Policy Regarding Executive Session Minutes
Date Approved:	6/27/2006
Date Revised:	6/25/2024
Approved:	

1. Disclosure

Executive session minutes shall not be disclosed to the public so long as their disclosure would defeat the lawful purpose of the executive session, or if the minutes may otherwise be withheld from disclosure pursuant to one or more of exemptions to the Public Records Law, G.L. c.4, §7(26), or the attorney-client privilege.

2. Periodic Review

In accordance with the Open Meeting Law, G.L. c.30A, §22(g)(1), the Town Manager shall periodically review executive session minutes to determine if continued non-disclosure is warranted in whole or in part. This periodic review shall be conducted at regular intervals of at least three (3) times per year. At the next Select Board meeting following the conclusion of each periodic review, the Town Manager shall announce those executive session minutes that no longer warrant continued non-disclosure in whole or in part, and such announcement shall be noted in the minutes of that meeting.

3. Review Process

Upon receiving a request for executive session minutes that have not been reviewed in accordance with Section 2 of this Policy, the minutes shall be reviewed as follows:

3.1 The Town Manager shall review the minutes in a timely manner. If the Town Manager determines that (1) disclosure of the minutes would not defeat the lawful purpose of the executive session, and (2) the minutes may not otherwise be withheld under the Public Records Law or attorney-client privilege, the Town Manager shall disclose the minutes within ten (10) calendar days after receipt of the request.

3.2 If the Town Manager determines that continued non-disclosure is warranted, the Select Board shall review the minutes in executive session at the next meeting after receipt of the request, or within thirty (30) calendar days of receipt of the request, whichever occurs first, to additionally determine if continued non-disclosure is warranted.

3.3 In the event that review under this Section 3 will not be completed within ten (10) calendar days of receipt of the request, the Town Manager shall notify the requester in writing within this ten (10) day period that the minutes are under review and that a supplemental

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response will be provided once the Select Board has reviewed the minutes, which time shall not exceed thirty (30) days from receipt of the request.

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Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

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**
N/A – Discussion Only	
3.	**BACK UP INFORMATION ATTACHED**
None	

Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET

MEETING DATE: 6/25/2024

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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

June 25, 2024 Appointments		
Committee	**Full Name**	**Term Expire**
Board Of Appeals	Jonathan D. Tamkin	6/30/2027
Commission on Disabilities	Maureen Callahan	6/30/2027
Commission on Disabilities	Masoomeh Rezaei	6/30/2027
Commission on Disabilities	Carol E. Thomas	6/30/2027
Commission on Disabilities	Karen Morales	6/30/2027
Conservation Commission	Fred Moder	6/30/2027
Council On Aging	Kathy Whitney	6/30/2027
Council On Aging	Carol de Lemos	6/30/2027
Council On Aging	Daniel Goldberg	6/30/2027
Council On Aging	Lianne Relich	6/30/2027
Design Review Board	Felix Zemel	6/30/2027
Golf Course Advisory Committee	Victor Seidel	6/30/2027
Golf Course Advisory Committee	Daniel Dain	6/30/2027
Historical Commission	Gloria Greis	6/30/2027
Historical Commission	Jeffrey Heller	6/30/2027
Human Rights Committee	Maya Dabby	6/30/2027
Human Rights Committee	Amelia Klein	6/30/2027
Human Rights Committee	Gregory Dunn	6/30/2027

Metropolitan Area Planning Council	Maurice P. Handel	6/30/2027
Minuteman District School Committee	Jeffrey Stulin	6/30/2027
MWRA Advisory Board	Michael Retzky	6/30/2027
Needham Branding & Town Seal Committee	Theodora Eaton	6/30/2025
Needham Branding & Town Seal Committee	Kevin Keane	6/30/2025
Needham Branding & Town Seal Committee	Marshall Davis	6/30/2025
Needham Branding & Town Seal Committee	Gloria Greis	6/30/2025
Needham Branding & Town Seal Committee	Topher Cox	6/30/2025
Needham Branding & Town Seal Committee	Cynthia Ganung	6/30/2025
Needham Branding & Town Seal Committee	David Linde	6/30/2025
Needham Branding & Town Seal Committee	Amber Autumn Sun Orlando	6/30/2025
Needham Branding & Town Seal Committee	Louise Miller	6/30/2025
Needham Branding & Town Seal Committee	Kate Fitzpatrick	6/30/2025
Needham Cmt. Revitalization Trust Fund	Jessica Batsevitsky	6/30/2027
Needham Cmt. Revitalization Trust Fund	Carol de Lemos	6/30/2027
Needham Cmt. Revitalization Trust Fund	Paul Good	6/30/2027
Needham Community Television Dev Corp	Arnold Goldstein	6/30/2027
Needham Community Television Dev Corp	Michael J. Greis	6/30/2027
Needham Community Television Dev Corp	Jonathan D. Tamkin	6/30/2027
Needham Council for Arts and Culture	Stephen Dornbusch	6/30/2027

Solid Waste Disposal/Recycling Advisory	Jeffrey D. Heller	6/30/2027
Solid Waste Disposal/Recycling Advisory	Wells Blanchard	6/30/2027
Solid Waste Disposal/Recycling Advisory	Jeffrey P. Heller	6/30/2027
Traffic Safety Committee	Barry McNeilly	6/30/2027
Traffic Safety Committee	Tom Ryder	6/30/2027
Traffic Safety Committee	Tyler Gabrielski	6/30/2027
Youth Commission	Massiel Gallardo	6/30/2027

MEMORANDUM

TO: SELECT BOARD

FROM: DAVID DAVISON, DEPUTY TOWN MANAGER/DIRECTOR OF FINANCE

SUBJECT: VEHICLE EXPENSE REIMBURSEMENT

DATE: MONDAY, JUNE 17, 2024

CC: KATE FITZPATRICK, TOWN MANAGER; KATIE KING, DEPUTY TOWN MANAGER; CECILIA SIMCHAK, ASSISTANT DIRECTOR OF FINANCE; TATIANA SWANSON, DIRECTOR OF HUMAN RESOURCES; MICHELLE VAILLANCOURT, TOWN ACCOUNTANT; ANNE GULATI, ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

The Town's Personnel Policy #509 under Section V (Procedures) Subsection A 2 states "When an employee is authorized to use a personal automobile for work-related travel, he or she shall be reimbursed at a rate established by the Board of Selectmen [Select Board] upon the recommendation of the Assistant Town Manager/Director of Finance." The purpose of this memo is to recommend to the Board that the rate should be adjusted.

The current rate for reimbursement to an employee for personal use of the employee's vehicle for Town business is 65.5 cents per mile. The mileage rate is intended to include the cost of fuel and oil, repairs, insurance, and general wear and tear on the automobile. The national organization, AAA does an annual report on the cost of operating a motor vehicle in U.S. Their report showed that the cost has increased from the prior year. The composite average cost for 2023 was 81.2 cents per mile which compares to 71.5 cents per mile in 2022. AAA's report incorporates average cost for fuel, insurance, depreciation, maintenance, government fees (license, registration, taxes), and financing.

The table below from AAA data shows the average cost per mile for different vehicle types in 2021, 2022 and 2023. AAA's study shows that the cost for every type of vehicle, except hybrid vehicles, increased during 2023, and the greatest contributors to the increased cost was depreciation and financing. The interest rate to lease or purchase a vehicle has increased noticeably during the last two years. The increase in depreciation is due to the inventory of used vehicles and selling prices have stagnate some declined. Electric vehicles have the lowest fuel and maintenance cost of the various vehicle types tracked, but the highest depreciation cost according to AAA.

Based on Driving 15,000 miles annually	*Small Sedan*	*Medium Sedan*	*Compact SUV (FWD)*	Hybrid Vehicle	*SUV 4WD*	*Midsize Pickup*	*Electric Vehicle*	Composite Average
Cost Per Mile 2021	48.2 cents	62.4 cents	56.6 cents	60.1 cents	66.5 cents	62.8 cents	62.0 cents	64.4 cents
Cost Per Mile 2022	54.6 cents	69.0 cents	62.2 cents	64.6 cents	75.4 cents	70.3 cents	60.3 cents	71.5 cents
Cost Per Mile 2023	59.6 cents	73.7 cents	67.1 cents	64.3 cents	79.8 cents	81.7 cents	67.4 cents	81.2 cents

Although there may be many methods and sources to determine what is the cost of operating a vehicle, I continue to recommend that the rate be set based on the standard mileage rate (SMR) method used by the Internal Revenue Service which should prove to be the simplest method of

accounting and probably the most often used to determine the cost to the employee for reimbursement purposes.

The IRS rate is based on an annual study of the fixed and variable costs of operating an automobile. The standard mileage rate for 2023 has been calculated at 67 cents per mile. Although individual costs will differ, fluctuations are inevitable; the IRS rate is readily accessible and updated on a schedule which the Town has and may continue to rely. Therefore, I recommend to the Board that it vote to change the rate from 65.5 cents to 67.0 cents per mile consistent with the rate determined by the IRS. The effective date for this reimbursement rate would be July 1, 2024.

I will be available should you have questions. Thank you.

Collective Bargaining Agreement

Between the

Town of Needham

and the

Massachusetts Laborers' Public Employees' Council on behalf of the

Needham Independent Town Workers' Association

Local 272 of the Laborers' International Union of North America

July 1, 2024– June 30, 2027

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THIS AGREEMENT made and entered into this 1st day of July, 2024 by and between the Town of Needham (hereinafter called "Town"), acting by and through its duly designated representatives, and the Needham Independent Town Workers' Association (hereinafter called "Union"), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

ARTICLE 1
STABILITY OF AGREEMENT

1.1. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be in conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect. The provisions of Section 7, of chapter 150E shall not be waived, by the preceding paragraph.

1.2. The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party may, however, propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by letters of mutual intent which shall be signed by representatives of the parties duly authorized by the Town and the Union.

1.3. The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and obligations of the Union or of the Town to such future performance shall continue in full force and effect.

ARTICLE 2
RECOGNITION, PERSONS COVERED BY THIS AGREEMENT

2.1. Pursuant to the voluntary recognition by the duly authorized authorities of the Town as herein recited, the Town recognizes the Union personnel as herein identified for the purpose of collective bargaining with a view toward reaching a mutual understanding and agreement relative to questions of wages, hours, and other conditions of employment.

2.2. All other municipal employees of the Town of Needham are excluded from the terms and provisions of this Agreement.

2.3. It is understood and agreed between the parties hereto that the provisions of this Article shall not be subject to any changes in the structure or composition of the employee unit as herein provided during the term of the within contract except as may at any time be made by decision of a court of competent jurisdiction, by legislation, or by decision of an appropriate commission or other agency of the Commonwealth of Massachusetts.

ARTICLE 3
UNION DUES

3.1. Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from earned wages each pay period Union membership dues required as a condition of acquiring, or retaining, membership in the Union of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked Appendix C. As a condition of employment, each employee who elects to join or maintain membership in the Union shall be required to pay Union dues to the Union, beginning the thirty-first (31st) day following the commencement of their employment, or the effective date of the agreement, whichever is later. The Town will remit all sums deducted under such check off authorization to the Treasurer of the Union, together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the fifteenth day of the succeeding month.

3.2. The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.

3.3. The Town will incur no liability for loss of dues money after the Union representative receives said money in person from the Town Treasurer.

3.4. The Union shall provide the Department of Human Resources with the signed acknowledgement from each member on Appendix C electing to have the Union dues deducted from their pay. Such release will be submitted for deduction for the next available payroll processing period.

3.5. Neither the Town nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

3.6. Agency Fee

3.6.1 An employee who does not elect to pay Union dues may consent in writing (Appendix C) to the authorization of the deduction of an agency fee from their wages and to the designation of the LIUNA Local 272 as the recipient thereof. Such consent shall not be mandatory and shall be in a form acceptable to the Town and shall bear the signature of the employee.

3.6.2 The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.

3.6.3 The Town will incur no liability for loss of agency fee money after the Union representative receives said money in person from the Town Treasurer.

3.6.4 The Union shall provide the Department of Human Resources with the signed acknowledgement on Appendix C from each member electing the agency fee deducted from their pay. Such release will be submitted for deduction for the next available payroll processing period.

3.6.5 The Union shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

ARTICLE 4
UNION SECURITY

4.1. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership, Union affiliation or lawful Union activities.

4.2. When contract negotiations are held during normal working hours (8:30 a.m. - 5:00 p.m.), members of the bargaining committee may be released from work to attend negotiations, without a loss in pay. The Town will not pay members of the bargaining committee for bargaining sessions held during non-working hours. A department manager of a member of the bargaining committee, solely at their discretion, has the right to refuse to release a bargaining committee employee if the operating needs of the department require the presence of the bargaining committee employee. For the purposes of contract negotiations, the bargaining committee shall be limited to four members and bargaining committee members cannot be part of the same Division or Department. The Union agrees to provide a list of bargaining committee members to the Director of Human Resources annually and within 30 days when changes occur.

4.3. Two officers of the ITWA shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Request for such time off shall be made to the appropriate department manager and will not be unreasonably denied. One member of the Union shall be allowed to accompany the grievant to a grievance hearing. Neither the employee who has filed the grievance nor the member of the Union attending the grievance hearing shall have a loss of pay for attending a grievance hearing that is scheduled during normal working hours. No additional pay will be paid to the employee filing the grievance or the Union representative attending the grievance hearing if the grievance hearing is scheduled during non-working hours.

ARTICLE 5
MANAGEMENT RIGHTS

5.1. Except as expressly and specifically limited or restricted by a provision of this Agreement, the Town has and shall retain the full right of management and direction of its operations. Such rights of management include among other things, but are not limited to, the right to plan, direct, control, initiate and discontinue programs, services and operations, in whole or in part; to determine the programs or services to be provided; to change the manner or method in which programs or services are provided; to change or to introduce new manners, methods or facilities to be utilized; to subcontract those programs or services or parts thereof that the Town deems advisable; to discharge or discipline employees for just cause; to determine the schedules and number of hours to be worked, provided, however, the Town shall not act in an arbitrary and capricious manner; to determine the workforce; to determine the number of employees it shall employ at any time; and the qualifications necessary for any of the jobs it may have or may create in the future; to assign work duties in accordance with the determinations of the needs of the jobs; and to transfer, assign or reassign employees as its programs or services may require. It is agreed that the enumeration of management's rights shall not be deemed to exclude other management rights not specifically enumerated.

5.2. **Rules** The Town shall have the right to make and enforce reasonable rules and regulations governing its services and programs, the manner and means of performing work, performance standards, attendance, and any other matter so long as said rules and regulations are not in conflict with the Agreement. The Town shall have the right from time to time to change, alter, amend and add to such rules. Such rules shall be enforced and be in effect upon being posted at the Town's facilities and a copy of such rules prior to posting shall be furnished to the Union.

5.2.1. The Union further agrees to assist the Town in upholding and in enforcing such rules and regulations.

ARTICLE 6
HOURS OF WORK

6.1. The full-time workweek shall be thirty-seven and one-half (37.5) hours within a seven (7) day calendar work period, as scheduled by the management of the various departments. Irregular work schedules, due to seasonal requirements, shall be determined by the management of the various departments after having given due consideration to the convenience of the employee involved.

6.2. **Flex-Hour Program for Non-Exempt Employees** With the advance approval of the Town Manager/designee, and upon the written request of the employee, department managers may authorize members of the bargaining unit to participate in the Flex-Hour Program. Department managers may discontinue the Flex-Hour program for their departments for individual participants at any time if deemed in the best interests of the Department.

6.2.1. Departments participating in Flex-Hour must schedule employee arrivals and departures so that all departments/divisions will be opened and covered by adequate staffing from 8:30 a.m. to 5:00 p.m.

6.2.2. Participation in the Flex-Hour Program is strictly voluntary. All employees electing not to participate will be required to work from 8:30 a.m. to 5:00 p.m., Monday through Friday.

6.2.3. Core hours during which all employees must be scheduled to work are 9:30 a.m. to 3:00 p.m., Monday through Friday.

6.2.4. All full-time employees will work 37.5 hours per week. Employees shall take a one (1) hour lunch break each day, unless the employee requests and the department manager approve a one-half hour lunch break each day. Permission to take a one-half hour lunch break may be revoked and returned to a one hour lunch break.

6.2.5. The lunch period shall be taken between 11:00 a.m. and 3:00 p.m.

6.2.6. Employee start times may be scheduled between 7:00 and 9:30 a.m. Employee quit times may be scheduled between 3:00 and 6:00 p.m. Employees may start work between 6:00 a.m. and 7:00 a.m. with written approval of the Town Manager upon written request from the department manager to the Director of Human Resources. Once a time is selected and agreed upon by the employee and manager, it becomes a permanent schedule for that employee and part of the department's flex-hour schedule to ensure coverage.

6.2.7. Flex-Hour is not intended to permit employees to start and finish their work at varying times each day, or to take a different type of lunch period (i.e., one hour or one-half hour) each day. It permits employees to select the same permanent working schedule for each week.

6.2.8. Employees wishing to change their Flex-Hour schedule must request such change in writing from their department manager. Flex-Hour schedules may not be changed without written approval from the department manager, the Director of Human Resources and the Town Manager/designee.

6.2.9. The decision of a Town Manager to approve, deny, or revoke flextime hours shall not be grievable.

6.2.10. It is understood that employees in positions designated as exempt shall be provided reasonable flexibility with respect to work hours at the approval of the department manager.

6.2.11. The Department Manager will provide employees with at least two weeks' notice in writing before discontinuing a Flex-Hour program schedule.

6.3. Building Hours There may be occasions when the Town Manager determines to change the building hours of operation in one or more municipal buildings. The change in building hours of operation may result in a change to a member's regularly scheduled hours of work that will not prevent a member from working his/her regular weekly hours (e.g., 37.5 hours/wk., 30 hours/wk., 20 hours/week, etc.). Changes under this section will consist of the Monday through Friday schedule.

ARTICLE 7
HOLIDAYS

7.1. Full-time and regular part-time employees shall be granted the following twelve and one-half paid holidays each year if actively employed on the occurrence of each holiday:

<table>
<tr><td>New Year's Day</td><td>Labor Day</td></tr>
<tr><td>Martin Luther King Day</td><td>Indigenous Peoples' Day</td></tr>
<tr><td>Presidents' Day</td><td>Veterans Day</td></tr>
<tr><td>Patriots' Day</td><td>Thanksgiving Day</td></tr>
<tr><td>Memorial Day</td><td>Christmas Day</td></tr>
<tr><td>Juneteenth</td><td rowspan="2">Half day the day before Christmas
(half day shall mean 12:00 p.m. to 5:00 p.m. and there shall be no lunch period on that day.)</td></tr>
<tr><td>Independence Day</td></tr>
</table>

7.2 Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the preceding Friday.

7.3 An employee who does not work on a holiday shall be eligible for payment for that day if the employee has worked the last regularly scheduled day prior to and the next regularly scheduled working day following said holiday; or the absence on either day has been excused by the supervisor; or the employee is on full pay status.

7.4 Non-exempt employees required by their department manager to work on a recognized holiday shall receive overtime pay at the rate of time and one half their regular straight-time pay for all hours worked on such holiday, in addition to payment for regularly scheduled hours for that day (holiday leave). At the discretion of the department manager, the employee may elect to earn compensatory time at the rate of time and one half in accordance with Article 7.2 of this Agreement.

7.5 **Work Schedules** Employees who work non-traditional schedules are entitled to either holiday leave in the amount of 1/5 of a regular work week during the week that the holiday occurs, or payment of 1/5 of a week's pay during the week that the holiday occurs (1/10 of a week for the last working day before Christmas) at the discretion of the Town Manager.

ARTICLE 8
OVERTIME/COMPENSATORY TIME

8.1 **Overtime** The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All time for which an employee is on full pay status, such as sick leave, vacation leave, etc. shall be considered time worked for the purposes of calculating overtime compensation. All worked overtime must be approved in advance by the employee's department manager.

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

8.2. Compensatory Time

8.2.1. At the discretion and prior approval of the Department Manager, eligible full-time employees may elect to receive paid compensatory time in lieu of paid overtime, in accordance with the United States Fair Labor Standards Act.

8.2.2. Members will be allowed to accrue compensatory time up to 40 hours in a fiscal year within the member's assigned division. Compensatory time will be earned at straight time or time and one-half the time worked, as appropriate. Time worked by the member in another division or department will be paid as overtime.

8.2.3. Eligible members may only accrue forty (40) hours of compensatory time in a fiscal year. If the member reaches the forty (40) hour maximum cap and elects to use compensatory time bringing their balance below the forty (40) hour cap, they may again accrue compensatory time up to the forty (40) hour limit per fiscal year. If the member requests and is authorized to earn compensatory time in lieu of overtime payment, and the resulting compensatory time, will put them over the forty (40) hour cap, all time worked will be paid as overtime. It is the member's responsibility to know their compensatory time balance.

8.2.4 A member with accrued compensatory time must notify their Department Manager in writing, providing proposed use dates, by May 31st of each fiscal year if they intend to use the time prior to June 30th of that fiscal year. If the member does not so notify their Department Manager, the Town will process a buy out of the compensatory time at or prior to the end of the fiscal year. Compensatory time hours will not carry over to the next fiscal year.

8.2.5. All overtime worked between June 1st and June 30th will be paid as overtime.

ARTICLE 9
JOB POSTING

9.1. Before the Town elects to fill a vacancy in a position covered by this Agreement, such vacancy shall be posted in a conspicuous place and shall remain posted for at least ten (10) working days. The posting of vacancies shall contain a statement of pay rates established for the position. Employees interested shall apply, in writing, during such ten-day period, and before the position is awarded, all qualified employees of the department where the vacancy exists will be given first consideration. If there are two or more employees of approximately the same ability, length of service will be a final factor in the consideration. Any senior applicant not appointed may request a statement in writing of the reasons why he/she was not selected. If in the opinion of the department manager no employee applicant is qualified, the position shall be filled from outside the bargaining unit.

ARTICLE 10
EDUCATIONAL REIMBURSEMENT

10.1. The Town of Needham Education Reimbursement Policy (Benefit Administration #501) dated July 1, 2018 and as from time to time amended is hereby incorporated by reference.

ARTICLE 11
VACATION

11.1. Policy It is the policy of the Town of Needham to grant employees vacation leave for service performed for the Town. Employees are credited with earned vacation leave on a monthly basis, subject to a maximum vacation accrual cap. Every department manager shall annually develop a vacation schedule for all employees in the department who are or may become eligible to receive vacation leave. Vacation may be taken at any time, subject to the approval of the department manager.

11.2. Eligibility Full-time and regular part-time employees who have successfully completed the six (6) month probationary period shall be eligible for vacation leave under subsections 11.3 through 11.7 of this article. Upon written request, the Town Manager may waive the six (6) month probationary period for purposes of this section.

11.3. Accumulation

11.3.1. Employees shall be allowed to carry accumulated vacation leave from one fiscal year to the next in the amount of their allotment plus seventy-five (75) hours.

11.3.2. Employees will be credited with their earned vacation leave on or about the last day of each full calendar month of service, up to their maximum vacation accrual cap.

11.3.3. Employees who are on unpaid leave for more than five (5) days during a calendar month shall not receive credit for that month for the purposes of vacation accrual.

11.4. Accrual Rate

11.4.1. Subject to the provision of this subsection 11.7.2, vacation leave will be granted as follows:

Length of Continuous Service	Accrued Monthly	Maximum Annual Credits	Maximum Accrual Cap
Less than 5 years	6.25 hours	10 days = 75 hours	150 hours
5 to 10 years	9.38 hours	15 days = 112.5 hours	187.5 hours
10 to 20 years	12.5 hours	20 days = 150 hours	225 hours
Over 20 years	15.63 hours	25 days = 187.5 hours	262.5 hours

Employees may not accrue paid vacation time in excess of their annual accumulation plus ten (10) days (the maximum vacation accrual cap). Once an employee has reached their maximum vacation accrual cap, the employee shall cease to accrue vacation time. An employee will resume accrual of vacation under the above schedule when, and to the extent that, their total accumulated vacation time falls below their maximum vacation accrual cap.

11.4.2. Upon written request from the department manager and the Director of Human Resources, the Town Manager may approve an accelerated vacation accrual rate based on previous service in a similar position, in accordance with the Recruitment Policy (#107) and its revisions. Such credit may be granted in whole year increments up to, but not exceeding 9 years.

11.4.3. Accelerated Vacation Accrual Rate: New hires will start at the Stage 1 accrual rate unless pre-approval is granted as follows: upon receipt of a written request from a Department Manager and Director of Human Resources, the Town Manager may approve an accelerated vacation accrual rate in extenuating circumstances such as for new hires with previous service in a similar position, upon promotion, or where such adjustment is deemed necessary to recruit or retain qualified employees in accordance with prevailing market conditions. Such acceleration may not exceed the Stage 3 rate.

Progression Schedule through Accrual Rate Stages		
Stage	**Monthly Accrual over 12 months**	**Years at Stage (Accrual Rate)**
Stage 1	10 days (2 weeks/yr)	5 years
Stage 2	15 days (3 weeks/yr)	5 years
Stage 3	20 days (4 weeks/yr)	10 years
Stage 4	25 days (5 weeks/yr)	Max

Employees who have been granted Stage 2 accrual will transition to Stage 3 five years from the date of hire or promotion. Employees who have been granted Stage 3 accrual will transition to Stage 4 accrual ten years from the date of hire or promotion.

11.5. Transition Year Vacation leave accrual rates will be adjusted on the first day of the month in which an employee will be eligible for additional vacation leave. Employees are eligible for additional vacation leave on the 5th, 10th, or 20th anniversary of hire, subject to adjustment in accordance with Section 11.3.3 above.

11.6. Vacation Use

11.6.1. Vacation leave will be available for use on the first day of the month following the month that the vacation was earned and credited to the vacation bank.

11.6.2. A department manager may recommend, and the Town Manager may approve a temporary increase in the maximum vacation accrual cap in extraordinary circumstances, when it would be impractical for the employee to take their vacation. Such situations shall include, but not be limited to, employee illness, staff turnover, or denied vacation due to departmental workload. Any such increase is subject to a review in six (6) month increments and may not exceed 75 hours.

11.6.3. Other Uses of Vacation Leave At the discretion of the department manager, an

employee, whose absence from work due to illness is in excess of the amount of time available in the employee's non-occupational sick leave bank, may be permitted to charge such absence to unused vacation leave allowance earned.

11.6.4. Employees who are denied vacation leave due to departmental workload may convert a maximum of five days to non-occupational sick leave per fiscal year.

11.7. Termination

11.7.1. When an employee leaves Town service for any reason, they will be paid an amount equal to the vacation allowance accrued but unused prior to the termination, in lieu of vacation leave. The lump sum payment requirement may be waived by the Director of Human Resources in extenuating circumstances.

11.7.2. Members of the bargaining unit who leave Town service in good standing and who return to work within two years will be entitled to receive credit for prior service for the purpose of calculating continuous service for vacation accrual upon the approval of the Town Manager. The length of the absence shall not be included in the calculation of continuous service.

ARTICLE 12
AUTHORIZED UNPAID LEAVE OF ABSENCE

12.1. At the discretion of the department manager, regular full-time and regular part-time employees who have successfully completed the probationary period may be permitted an unpaid leave of absence of up to two weeks duration, upon submission of a written request therefore stating the reason and length of the requested leave. Upon written request, the Town Manager may waive the probationary period for the purposes of this section.

12.2. Requests for leave of absence of longer than two weeks duration must be submitted in writing to department manager and recommended to the Director of Human Resources and approved in advance by the Town Manager.

12.3. Employees granted leaves of absence of more than five days in a calendar month will not be eligible to earn vacation or sick leave credits for that calendar month. Employees granted leaves of absence of more than ten (10) days per fiscal year shall have longevity and step increase eligibility dates adjusted by the number of days equal to the leave of absence.

ARTICLE 13
PERSONAL LEAVE

13.1. Two day's leave from work (previously known as personal and merit days) at regular straight-time pay for normally scheduled hours shall be granted every fiscal year to regular full-time and regular part-time employees, provided that such leave be requested to the department manager at least forty-eight (48) hours prior to the date selected. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

13.2. Newly hired employees shall be granted personal leave according to the following schedule:

First day of Employment	Personal Days
July 1 - December 31	2 days
January 1 – March 31	1 day

ARTICLE 14
CIVIC DUTY LEAVE

14.1. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with his/her department manager except that this section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment. Full-time and regular part-time employees will be paid by the Town during the period required for court service for the difference between the amount paid them by the court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for the scheduled work time spent on approved civic duty leave.

14.2. Official summons to jury duty or witness appearance must be presented in advance to the appropriate department manager to receive authorized civic duty leave.

14.3. To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from court service for the day or a major portion thereof during regular work hours must report to work.

14.4. Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.

14.5. Civic duty leave shall not be authorized for an employee who is involved in personal litigation.

ARTICLE 15
MILITARY LEAVE

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

working hours.

15.2. Draft Board Appearances and Physicals Military leave of absence with full regular straight-time pay for normally scheduled work hours shall be granted to regular full-time or regular part-time employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations required by such boards.

15.3. Active Duty Military leave of absence without pay shall be granted to regular full-time and regular part-time employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.

15.4. Notification and Approval Requirements Every employee desiring military leave as provided hereunder shall request it in writing in advance from the appropriate department manager, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

ARTICLE 16
FAMILY AND MEDICAL LEAVE

16.1. Incorporated herein by reference and considered an integral part thereof is the Town's FMLA Leave Policy #312 and its revisions.

16.2. Sick Leave and Vacation Leave Accrual

16.2.1. Employees who are on an unpaid family leave for more than five days in a calendar month shall not accrue non-occupational sick leave for that month.

16.2.2. Employees who are on an unpaid family leave for more than five days in a calendar month shall not accrue vacation credit for that month.

16.3. Longevity and Step Increases

16.3.1. Employees who are on an unpaid family leave for ten or more days shall have their longevity and satisfactory performance step date (if applicable) adjusted by the number of calendar days spent on said leave.

ARTICLE 17
BEREAVEMENT LEAVE

17.1. Incorporated herein by reference and considered an integral part thereof is the Town of Needham Bereavement Leave Policy # 304, as amended.

At the request of the employee and in extenuating circumstances, the Director of Human Resources may approve flexibility in the use of bereavement leave as needed.

ARTICLE 18
NON-OCCUPATIONAL SICK LEAVE

18.1. **Eligibility** Regular full-time and regular part-time employees shall be eligible for non-occupational sick leave as provided hereunder.

18.2. **Accrual** Regular full-time employees shall accrue one and one-quarter (1 1/4) days non-occupational sick leave and regular part-time employees shall accrue a proportionate part thereof in the ratio that their part-time employment bears to full-time employment, for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and referred to as the "non-occupational sick leave balance" or "non-occupational sick leave balance."

18.3. **Usage** Sick leave may be used under the following circumstances:

18.3.1. When an employee cannot perform their duties because of incapacitation caused by personal illness or injury.

18.3.2. When an employee's immediate family member is ill. In this case, the employee may utilize sick leave balances up to a maximum of ten (10) days per fiscal year. For the purpose of this section, family member shall be defined as spouse, partner, mother, father, child, or ward of the employee or their spouse. This excludes sick leave usage for qualified and approved family and medical leave as per Article 16 of this Agreement.

18.3.3. When through exposure to contagious disease, the presence of the employee would jeopardize the health of others.

18.3.4. Non-occupational sick leave may be used for scheduled medical appointments for the treatment of existing conditions, diagnostic procedures or consultations, if such appointments cannot be reasonably scheduled outside normal working hours. Employees who schedule appointments for routine medical or dental examinations during work hours must use personal, vacation or compensatory time, except as stated in Section 19.3.5.

18.3.5. **Preventive Leave** Employees may use a reasonable amount of non-occupational sick leave for the purpose of preventive medical or dental appointments. The Human Resources Department may require the employee to submit medical

documentation by a medical provider to substantiate the use of sick leave balance for the purpose of preventive medical or dental appointments.

18.4. During each fiscal year, there shall be charged regularly to the employee's total non-occupational sick leave balance the total number of days or partial days absent from work because of non-occupational illness for which the employee was paid the regular straight-time pay for normally scheduled hours absent due to non-occupational sick leave.

18.5. **Notification** Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the department manager by the employee, or the employee's family or physician in the case of an emergency. This notification shall be made each day the employee is absent.

18.6. **Certification of Illness, Injury or Quarantine** The department manager may request an investigation from the Human Resources Department to ascertain the validity of any request for non-occupational sick leave made by an employee and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the department manager or Town Manager in any case of when non-occupational sick leave is used, such a request shall not be unreasonably applied.

18.7. Extended Sick Leave

18.7.1. When a regular full-time or regular part-time employee has exhausted available non-occupational sick leave balances, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) days per fiscal year, upon receipt of a written request for extended sick leave submitted by the employee's department manager, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.

18.7.2. Request for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave credit, including vacation leave, and personal leave, and compensatory time.

18.7.3. In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment, absence record, and performance appraisals. Granting of extended sick leave is subject to availability of appropriation and shall not be subject to the grievance and arbitration procedure.

18.7.4. Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave

eligibility, and the amount of time spent on extended sick leave shall not be included in computation of continuous service.

18.8. Non-occupational Sick Leave Buy-Back

18.8.1. Employees hired on or before June 30, 2007, who terminates employment with the Town by retirement or disability shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five percent (25%) of the non-occupational sick leave balance outstanding after proper adjustments are made for the current fiscal year. The spouse, duly designated beneficiary or legal representative of the estate of an employee whose employment with the Town is terminated by death, shall be entitled to cash payment at the employee's rate at the time of termination for twenty-five (25%) of the non-occupational sick leave balance outstanding at the time of termination after proper adjustments are made for the current fiscal year. Employees who are hired after July 1, 1994 shall be subject to a 960 hour cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 960 hour cap shall not be construed as limiting the accumulation of non-occupational sick leave. Employees hired on or after July 1, 2007 are ineligible for participation in the non-occupational sick leave buy back program provisions contained in this section.

18.8.2. Personal Leave Incentive Plan

(a) Each member of the bargaining unit shall be eligible to convert 7.5 hours of unused, non-occupational sick leave to personal leave for every calendar quarter (July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30,) in which no sick leave is used. Eligible employees must elect such conversion by July 15th of each year for the accumulation calculations based upon calendar quarters occurring during the prior fiscal year.

(b) Eligible members of the bargaining unit electing to convert non-occupational sick leave hours to personal leave must use such leave hours (a maximum of 30 hours) by June 30 of the year in which they are converted.

(c) Hours converted in accordance with this program will be deducted from an employee’s non-occupational sick leave bank.

(d) The provisions of this section shall not apply to Personal Leave described in Article 13.

(e) Members of the bargaining unit on workers compensation for more than five (5) days in a quarter will be ineligible to participate in this program for that quarter.

18.9. Payment of Non-occupational Sick Leave to Employees Receiving Workers' Compensation Employees receiving workers' compensation may be granted sick leave pay from their available non-occupational sick leave balance in an amount that, when added to the workers' compensation payment will result in payment equal to their regular straight-time pay for normally scheduled work during the period of absence for a work-related injury.

ARTICLE 19
LIGHT DUTY

19.1. An employee who is unable to return to full duty status after a work-related or non-work related injury may return to work on a light duty status consistent with any restrictions provided by a physician and in accordance with the provisions set forth below. Before making a determination, the Town-designated physician shall consult with the employee's treating physician.

19.2. The Town shall provide both the Town-designated physician and the employee's treating physician with a detailed analysis of the physical requirements of the light duty tasks proposed. Both physicians shall be asked to make a determination of the fitness of said employee to perform the specific physical requirements of each light duty task. Each physician shall be asked to specify which, if any, light duty tasks the examined employee is not capable of performing. In the event that the physicians submit conflicting reports, the determination made by the employee's treating physician will be accepted.

19.3. In the event that an employee is assigned to light duty, such light duty shall not interfere with on-going medical treatment.

19.4. Light duty assignments shall be reviewed in increments of two (2) months.

19.5. Light duty tasks shall be determined by the Town Manager/designee after consultation with the department manager

19.6. The employee's rate of pay shall not be affected by light duty assignments less than two consecutive months in duration.

ARTICLE 20
WORKERS' COMPENSATION

20.1. When a member of the bargaining unit suffers an illness or injury causally related to their employment with the Town, he/she shall be provided workers' compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

20.2. The Town reserves the right to require the employee to seek initial medical treatment at a medical facility designated by the Town.

20.3. The Town reserves the right to establish an approved list of medical providers which shall be the only providers employees may use for work-related injuries. The approved network will be determined after consultation with the Union.

20.4. Leave and Benefit Accrual

20.4.1. Sick Leave/Vacation Employees who receive workers' compensation payment for more than ten (10) days in a calendar month shall not be entitled to accrue vacation or sick leave credits for that month.

20.4.2. Longevity/Continuous Service Employees who receive workers' compensation payment for 30 or more days in a fiscal year will have their longevity and eligibility date adjusted by the number of days spent on workers' compensation.

20.4.3. Employees who are on workers' compensation for an entire year will not be eligible for 2 personal days for that fiscal year.

20.4.4. An employee who would lose accumulated vacation credit because of workers' compensation status shall be allowed to carry forward all current accumulated vacation leave.

20.4.5. Members of the bargaining unit on long term workers' compensation status may be required to utilize accumulated leave time to make up the difference between the workers' compensation amount and the employees' regular base pay if the employee fails to make health insurance premium payment in a timely manner.

ARTICLE 21
GRIEVANCE AND ARBITRATION PROCEDURE

21.1. A grievance is a violation of the contract relating to wages, hours, terms and conditions of

employment, which has not been resolved to the employee's satisfaction or through informal discussion with their immediate supervisor.

21.2. Any employee may use this grievance procedure with or without assistance but no grievance
settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement. The Union shall have the right to be present at any grievance meeting between the parties.

21.3. Grievances shall be processed as follows:

21.3.1. Grievances shall be designated as a Classification "A" grievance or Classification "B" grievance. A Classification "A" grievance is one involving the termination of an employee in the bargaining unit. All other grievances shall be designated as Classification "B" grievances.

Classification "A" and "B" grievances shall proceed through the grievance procedure as hereinafter set forth. Only Classification "A" grievances may be the subject of arbitration, as set forth below.

In all Classification "B" grievances, the decision of the Director of Human Resources, as appropriate shall be final and binding upon the parties.

21.3.2. Step 1 The employee, with or without the representation, shall present the grievance in writing to the employee's department manager or their designee, within ten (10) working days of the date of the grievance or the employee's first knowledge of its occurrence. The department manager or their designee shall attempt to adjust the matter and shall respond in writing to the employee within ten (10) working days.

21.3.3. Step 2 If the grievance has not been settled at Step 1, it shall be presented to the Director of Human Resources in writing within five (5) working days after the supervisor's response is due. The Director of Human Resources shall respond to the employee or to the Union in writing within five (5) working days of their receipt of the grievance from the employee or the Union.

21.4. If a grievance is still unsettled, the Union may, within fifteen (15) calendar days after the reply of the Director of Human Resources is due, by written notice to the other party, request arbitration.

21.5. The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail

to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association.

21.6. The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which they have no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to take any action to prevent the Town and the Union from settling by mutual agreement prior to final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's service shall be shared equally by the parties.

21.7. In order for an arbitrator to have jurisdiction over any grievance involving allegations of discrimination which may also be subject to charges before the EEOC, MCAD, or any other federal, state or local agency having jurisdiction over such discrimination or fair employment practices, the employee shall sign a written election of remedies electing arbitration as the exclusive forum for determining such issues and shall thereby waive all other remedies or causes of action for such claim.

ARTICLE 22
COMPENSATION PLAN

22.1. Employees shall be classified and compensated in accordance with the terms of this Agreement. Incorporated into this Agreement and attached thereto as Appendix A and B are Classification and Pay Plans.

22.2. Satisfactory Performance Step Increases

22.2.1. Performance step increases occur when an employee meets all the criteria established through the annual performance evaluation as evidenced by a satisfactory performance review. Satisfactory performance step increases shall be granted on the anniversary of the date of hire or the adjusted step date. Progression through the pay ranges are neither mandatory nor automatic but are on the basis of merit and ability as recommended by the employee's supervisor and approved by the Town Manager.

22.2.2. The date that satisfactory performance step raises are granted may be adjusted by events such as promotion, reclassification, and unpaid leave as indicated in this agreement.

22.3. Promotion For the purposes of this section, a promotion shall be defined as a change from a position of lower classification and compensation grade to a position in the collective bargaining unit and with similar work, but with greater responsibilities and in a higher classification and compensation grade. Employees who are promoted to a position of higher grade shall enter the new position at the minimum rate of the higher position's

compensation range or the step rate in the higher position's compensation range immediately above their rate prior to promotion, whichever is higher. The effective date of the promotion becomes the employee's new anniversary date for the purpose of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of promotion if warranted by the employee's qualifications and performance.

22.4. **Transfer** An employee who transfers to a position of equal grade shall enter the new position at the same step as his/her prior position and shall retain the same step date for the purposes of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of the transfer if warranted by the employee's qualifications and past performance. If one or more steps are granted by the Town Manager, the date of transfer shall become the employee's step date for the purposes of future satisfactory performance step increases.

22.5. **Reclassification** For the purposes of this section, a reclassification shall be defined as a change in the title or compensation level resulting from the change in duties of the incumbent. When any position is reclassified within the Compensation Schedules, the incumbent in that position at the time of reclassification shall be paid at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation immediately above their rate prior to reclassification, whichever is higher. The effective date of the reclassification becomes the employee's new anniversary date for the purposes of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of reclassification if warranted by the employee's qualifications and performance.

22.6. In the event an employee is demoted to a lower grade they will receive the maximum rate of the lower grade or their own rate at the time of demotion, whichever is less.

22.7. Newly hired employees will begin employment at minimum step unless otherwise approved by the Town Manager whose decision shall not be grievable. The Town Manager may adjust the starting rate of compensation for any position up to two (2) compensation grades, where such adjustment is deemed necessary to recruit and retain qualified employees in accordance with prevailing market conditions, or where such position requires unique technical skills not adequately provided for by the minimum entrance rate.

ARTICLE 23
MERIT

23.1. **Merit Step Increase** At the written request of the department manager, the Town Manager may grant an additional step or steps at the conclusion of the probationary period or at the time of the annual performance review if the employee has demonstrated

exceptional performance in accordance with regulations promulgated by the Human Resources Department. The date of the additional step or steps shall become the employee's anniversary date for the purposes of future satisfactory performance step increases.

23.2. Merit Bonus At the written request of the department manager, or three Town employees, the Town Manager may grant a one-time Merit Bonus in an amount not to exceed $3,600 per fiscal year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department.

23.2.1. Merit Raise At the written request of the department manager, or three Town employees, the Town Manager may grant a merit raise in an amount not to exceed 3% of base pay in any one year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. Approved merit raises shall be granted to employees who have been at maximum step for at least one year. No employee shall be granted a merit raise in excess of the merit step set forth in the compensation plan, such step to be 10% of the maximum step in the applicable pay grade.

23.2.2. All of the provisions listed above shall be subject to sufficient appropriation. If the Town Manager approves a request in accordance with this article and funding is not sufficient in whole or in part in the department's salary line item, the Town Manager will recommend at a Special Town Meeting a transfer of funds from another one of the department's line items or another department's line item, to fund such merit payment.

23.2.3. Upon request, the Human Resources Department will provide the ITWA President or their designee with a report of merit bonuses and raises granted in accordance with this section.

23.3. 401A Retirement Plan Effective January 1, 2020, the Town will contribute up to $1,500 annually in a two for one match to a 401A Deferred Compensation Plan. Members of the bargaining unit must contribute to a Town-sponsored deferred compensation plan in order to participate in the 401A Retirement Plan program.

ARTICLE 24
LONGEVITY

24.1. There shall be added to the annual compensation of each regular full-time and regular part-time employee hired prior to July 1, 2005 the sum of two hundred dollars ($200.00) after the completion of each and every five years of continuous employment. For regular part-time employees hired after July 1, 2000 and prior to July 1, 2005, any longevity payments granted under the terms of this policy will be pro-rated on the basis that their part-time services bears to full-time service.

24.2. Employees completing twenty (20) years of continuous employment as of June 30, 2005 are considered "grandfathered" and shall receive one percent (1%) of base salary for each and every five (5) years of employment in lieu of the two –hundred dollars ($200) set forth in section 24.1.

24.3. Longevity Payment

24.3.1. Eligible employees will be granted a longevity payment in a lump sum on the anniversary date of employment or eligibility, subject to adjustment for unpaid leaves of absence or in accordance with applicable provisions of the Agreement.

24.3.2. Interruption of employment for the purpose of performing military service under orders shall not be deemed a break in continuous employment with the Town for the purpose of determining longevity eligibility, provided that no employment other than military service under orders is entered into during the period of interruption, and that the employee returns to Town service within thirty (30) days after honorable discharge from active military service, or immediately upon release from reserve duty.

ARTICLE 25
PERFORMANCE EVALUATION

25.1. An evaluation of the performance of every employee in the bargaining unit shall be conducted annually on the employee's anniversary date and may be adjusted from time to time in accordance with the provisions of Article 22. Annual evaluations will be conducted regardless of the employee's opportunity to receive performance step increases.

ARTICLE 26
PAYMENT FOR ABSENCE DUE TO WEATHER OR EMERGENCY

26.1. Only employees who report to work for their scheduled hours during inclement weather or other emergency shall be paid, except as provided by Section 25.2.

26.2. In cases where the determination to close or delay the opening of a municipal building (non-school building) during inclement weather or other emergency has been made by the Town Manager or their designee, employees who report to work and are dismissed, or who are notified prior to reporting to work, due to weather conditions or other emergency, will receive regular pay for their normally scheduled work hours for which the building was closed.

26.3. Any non-exempt employee who is required by their department manager to remain at work after the decision has been made to close all municipal (non-school) buildings shall receive payment of time and one half his/her regular rate of pay for those hours worked.

ARTICLE 27
SEPARABILITY AND SUBORDINATION TO EXISTING LAW

27.1. Should any of the provisions of this Agreement become invalid or should their efficacy become doubtful or questionable because of existing Federal or State Legislation, a Town Charter, or regulation, a decision by a court of competent jurisdiction; the remainder of this Agreement shall not be affected thereby.

27.2. In the event that this Agreement or any part or provision thereof conflicts with any State or Federal law, this Agreement or any such part or provision thereof shall be subordinate to any such State or Federal Law, as long as such conflict remains.

Nothing in this Agreement shall diminish the authority and power of any Retirement Board or Personnel Board established by law.

ARTICLE 28
CAFETERIA PLAN

28.1. **Cafeteria Plan** The Town shall institute a so called "cafeteria plan" in compliance with state law and the Internal Revenue Code. Members of the bargaining unit will not be required to pay the administrative fee for participation in the Cafeteria Plan effective January 1, 2012. The Town, at its sole option, may terminate said cafeteria plan on a Town-wide basis, with 60 days' notice.

ARTICLE 29
MISCELLANEOUS PROVISIONS

29.1. **Bulletin Board** The Union and the Town Manager will agree on the locations of bulletin boards for the purpose of the Union's posting pre-approved information for its members. All postings must be submitted to the Director of Human Resources and approved by the Town Manager in advance of posting.

29.2. **Probationary Period**

29.2.1. All newly hired employees shall be required to serve a six (6) month probationary period. Prior to the conclusion of the probationary period, each employee's performance will be evaluated on such form as the Town Manager may require, for inclusion in the central personnel file.

29.2.2. Upon receipt of a written request from the department manager, the Town Manager may extend the probationary period up to an additional six months if the initial evaluation of the probationary employee is unsatisfactory. A second probationary evaluation will then be required prior to the expiration of the extended probationary period.

29.2.3. Employment may be terminated at any time during the probationary period. Employees shall not be entitled to utilize the grievance procedure outlined in Article 18 herein during the probationary period.

29.3. Non-Discrimination The Town of Needham's Non-Discrimination Policy #201, and as from time to time amended is hereby incorporated by reference.

29.4. Clothing

29.4.1. Members of the bargaining unit who regularly work outside or in other conditions that may damage personal clothing will be eligible for reimbursement for work boots and/or other suitable work clothes in an amount not to exceed $200 per fiscal year. The decision as to what articles of clothing may be purchased will be made by the Department Manager.

29.4.2. Boots or other suitable work clothes that are rendered unfit in the line of duty may be replaced prior to normal replacement time with the approval of the Town Manager, subject to adequate appropriation.

29.5. Town Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Municipal Vehicle Use Policy, Policy # 509, as amended.

29.6. Employee Assistance Program (EAP) The Union agrees to and supports efforts to utilize the Town's Employee Assistance Program as a means to resolve issues in the workplace. It is the parties' expectation that the EAP will be used as a resource to assist employees in need.

29.7. Workplace Violence Policy The Union agrees to implement and incorporate by reference the Needham Workplace Violence Policy, Policy # 426, as amended.

29.8. Recall

29.8.1. In the event of a layoff within the Union, the Town will maintain a recall list for up to one (1) year from the effective date of the layoff. In the event the position is re-instated, members of the bargaining unit laid off shall be recalled into the same position.

29.8.2. Employees who are serving during a probationary period when a layoff occurs will not be eligible for the recall list.

29.8.3. In the event of a recall, leaves and other benefits will be adjusted for employees recalled based on the period of the layoff.

29.9. The Memorandum of Agreement dated February 26, 2018 between the Town and the Association regarding health insurance is hereby incorporated by reference.

29.10. Direct Deposit The Town is authorized to require that all bargaining unit members participate in a mandatory direct deposit program.

29.11. Labor-Management Committee The Town and the Union shall establish a Labor-Management Committee to discuss the current performance evaluation process, the creation of a sick time donation bank, and other items agreed upon by the parties, and to make recommendations therefore to the Town Manager. The Committee shall consist of three members appointed by the Town Manager and three members appointed by the Union.

29.12. Professional Licensure For positions requiring professional licensure, the Town will pay the fees associated with the renewal of said licenses.

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

29.14 Summer Hours Incorporated by reference and considered an integral part thereof is the Memorandum of Agreement between the Town and the ITWA dated April 30, 2019 regarding the summer hours program.

ARTICLE 30
ACTING PAY

30.1. Employees shall be compensated for assuming, on a temporary basis, some or all of the duties of another position from which an incumbent is absent, when all of the following conditions have been met:

30.1.1. the employee is assigned by the department manager or Town Manager to perform a majority of the significant duties of a budgeted, higher paid position from which an incumbent is absent;

30.1.2. the duties of the higher paid position are assigned to, and performed by, the designated employee for fifteen (15) or more consecutive work days; and

30.1.3. the assignment is approved by the Town Manager.

30.2. Employees who perform the duties of a higher paid position under the above provision shall receive acting pay beginning on, or retroactive to, the first day of the assignment.

30.3. Employees shall be paid acting pay at the first step of the compensation grade of the

position being filled, or that rate which is at least one step (3.6%) higher than the employee's current rate of pay, whichever is greater. In no case shall an employee receive a salary greater than the top step of the salary range of the higher classification.

30.4. Acting pay may not be requested by the department manager if the departmental budget has insufficient appropriation to meet the expense.

30.5. Acting pay may be requested by the department manager for absence due to termination or extended leave, whether paid or unpaid, if sufficient appropriation exists.

30.6. If insufficient appropriation exists, the department manager must either distribute the responsibilities evenly among several employees or assume the majority of the responsibilities themselves.

30.7. An employee of the bargaining unit who has not been assigned by their Department Manager to cover the duties of a higher paid position, and who believes that they has been performing such duties, may request a meeting with the Department Manager and the Director of Human Resources to discuss the type of information and/or documentation that is required to review whether the employee should be paid acting pay.

30.8. Acting pay may be approved by the Town Manager for partial absences when the incumbent of the higher rated position is absent from his/her position for more than 50% of their regularly scheduled hours for more than fifteen (15) working days.

30.9. In the case of partial acting pay, the employee shall be compensated at the authorized higher rate only for that portion of the regularly scheduled hours that the incumbent of the higher paid position is absent.

30.10. Acting pay shall not apply to any paid leave taken or accrued during the assignment.

30.11. Any employee serving in an acting capacity under this section, and receiving acting pay, who is then promoted to the position in which they were is acting, will have their step date adjusted to the date their began receiving acting pay for the position. To qualify under this section, an individual will have to have been in the acting capacity and receiving acting pay for at least 30 calendar days. Employees promoted, transferred or reclassified in accordance with Section 22.3, 22.4, or 22.5 above the minimum step will not be eligible under this section.

ARTICLE 31
DURATION OF CONTRACT

This Agreement shall continue in full force and effect to midnight June 30, 2027 and shall be subject to renegotiation for the period beginning July 1, 2027, as hereinafter provided. Until such time as the Town and the Union renegotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect. Should either or both parties desire to negotiate a

new collective agreement for the succeeding year, such party or parties shall, not less than 6 months prior to the expiration date of this Agreement, give notice in writing to the other party.

Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or the Union from modifying any proposals made during the course of the negotiations.

IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and the Union has caused this instrument to be signed by its proper officers hereunto duly authorized, this _____ day of _____, 2024.

Town of Needham

_____
Kate Fitzpatrick
Town Manager

Date: _____

Independent Town Workers' Association

_____

_____

_____

_____

_____

Date: _____

Select Board

_____

_____

_____

_____

_____

Date: _____

Approved as to form:

_____
Town Counsel

Date: _____

APPENDIX A
Needham Independent Town Workers' Association Classification Plan
ITWA/LIUNA Local 272

Only those positions budgeted for twenty (20) hours or more per week for more than six (6) months are included in the bargaining unit as follows:

CLASS TITLE	GRADE/SCHEDULE	FLSA status
Administrative Assistant	I03	non-exempt
Administrative Specialist	I05	non-exempt
Applications Administrator	I07	exempt
Clinician	I07	exempt
Computer Operator	I03	non-exempt
Conservation Specialist	I06	non-exempt
Environmental Health Agent	I07	non-exempt
Field Assessor	I06	non-exempt
Finance Assistant	I04	non-exempt
GIS/Database Administrator	I07	exempt
Network Manager	I11	exempt
Office Assistant	I02	non-exempt
Payroll Coordinator	I06	non-exempt
Police Administrative Specialist	I06	non-exempt
Public Health Nurse	I09	exempt
Recreation Supervisor	I08	non-exempt
Senior Administrative Coordinator	I07	non-exempt
Technology Support Technician	I06	non-exempt

APPENDIX B
Needham Independent Town Workers' Association Compensation Plan

ITWA (FY2025 Rates - Effective July 1, 2024)

Hourly	1	2	3	4	5	6	7	8	9	10	11
I11	$40.99	$43.66	$45.94	$47.82	$49.49	$51.09	$52.56	$53.94	$55.18	$56.27	$57.40
I10	$39.05	$41.58	$43.75	$45.55	$47.13	$48.64	$50.05	$51.35	$52.52	$53.58	$54.66
I09	$37.19	$39.61	$41.67	$43.38	$44.89	$46.33	$47.68	$48.91	$50.05	$51.05	$52.07
I08	$35.77	$37.67	$39.22	$40.62	$41.96	$43.23	$44.39	$45.46	$46.42	$47.34	$48.29
I07	$34.06	$35.89	$37.35	$38.70	$39.97	$41.18	$42.28	$43.30	$44.20	$45.08	$45.99
I06	$32.43	$34.18	$35.57	$36.85	$38.07	$39.21	$40.26	$41.24	$42.10	$42.94	$43.81
I05	$30.89	$32.55	$33.88	$35.09	$36.26	$37.34	$38.36	$39.27	$40.10	$40.89	$41.72
I04	$29.11	$30.67	$31.93	$33.07	$34.17	$35.18	$36.14	$37.01	$37.77	$38.53	$39.30
I03	$26.47	$27.88	$29.03	$30.07	$31.06	$31.99	$32.86	$33.65	$34.34	$35.03	$35.74
I02	$24.06	$25.35	$26.38	$27.34	$28.23	$29.08	$29.87	$30.58	$31.22	$31.85	$32.49
I01	$21.88	$23.05	$24.00	$24.85	$25.68	$26.45	$27.15	$27.81	$28.40	$28.96	$29.54

ITWA (FY2025 Rates - Effective July 1, 2024)

Annual	1	2	3	4	5	6	7	8	9	10	11
I11	$79,930.50	$85,137.00	$89,583.00	$93,249.00	$96,505.50	$99,625.50	$102,492.00	$105,183.00	$107,601.00	$109,726.50	$111,930.00
I10	$76,147.50	$81,081.00	$85,312.50	$88,822.50	$91,903.50	$94,848.00	$97,597.50	$100,132.50	$102,414.00	$104,481.00	$106,587.00
I09	$72,520.50	$77,239.50	$81,256.50	$84,591.00	$87,535.50	$90,343.50	$92,976.00	$95,374.50	$97,597.50	$99,547.50	$101,536.50
I08	$69,751.50	$73,456.50	$76,479.00	$79,209.00	$81,822.00	$84,298.50	$86,560.50	$88,647.00	$90,519.00	$92,313.00	$94,165.50
I07	$66,417.00	$69,985.50	$72,832.50	$75,465.00	$77,941.50	$80,301.00	$82,446.00	$84,435.00	$86,190.00	$87,906.00	$89,680.50
I06	$63,238.50	$66,651.00	$69,361.50	$71,857.50	$74,236.50	$76,459.50	$78,507.00	$80,418.00	$82,095.00	$83,733.00	$85,429.50
I05	$60,235.50	$63,472.50	$66,066.00	$68,425.50	$70,707.00	$72,813.00	$74,802.00	$76,576.50	$78,195.00	$79,735.50	$81,354.00
I04	$56,764.50	$59,806.50	$62,263.50	$64,486.50	$66,631.50	$68,601.00	$70,473.00	$72,169.50	$73,651.50	$75,133.50	$76,635.00
I03	$51,616.50	$54,366.00	$56,608.50	$58,636.50	$60,567.00	$62,380.50	$64,077.00	$65,617.50	$66,963.00	$68,308.50	$69,693.00
I02	$46,917.00	$49,432.50	$51,441.00	$53,313.00	$55,048.50	$56,706.00	$58,246.50	$59,631.00	$60,879.00	$62,107.50	$63,355.50
I01	$42,666.00	$44,947.50	$46,800.00	$48,457.50	$50,076.00	$51,577.50	$52,942.50	$54,229.50	$55,380.00	$56,472.00	$57,603.00

ITWA (FY2026 Rates - Effective July 1, 2025)

Hourly	1	2	3	4	5	6	7	8	9	10	11
I11	$42.22	$44.97	$47.32	$49.26	$50.98	$52.62	$54.14	$55.56	$56.83	$57.96	$59.12
I10	$40.22	$42.83	$45.07	$46.91	$48.55	$50.10	$51.55	$52.89	$54.10	$55.19	$56.30
I09	$38.31	$40.80	$42.92	$44.69	$46.23	$47.72	$49.11	$50.38	$51.55	$52.58	$53.63
I08	$36.85	$38.80	$40.40	$41.84	$43.22	$44.53	$45.72	$46.83	$47.81	$48.76	$49.73
I07	$35.08	$36.96	$38.47	$39.86	$41.17	$42.41	$43.55	$44.60	$45.52	$46.44	$47.37
I06	$33.41	$35.20	$36.63	$37.96	$39.21	$40.39	$41.47	$42.48	$43.36	$44.23	$45.12
I05	$31.82	$33.52	$34.89	$36.14	$37.34	$38.46	$39.51	$40.45	$41.30	$42.12	$42.97
I04	$29.98	$31.59	$32.89	$34.06	$35.19	$36.24	$37.23	$38.12	$38.90	$39.69	$40.48
I03	$27.27	$28.72	$29.90	$30.97	$32.00	$32.95	$33.84	$34.66	$35.37	$36.08	$36.81
I02	$24.78	$26.11	$27.17	$28.16	$29.08	$29.95	$30.77	$31.50	$32.16	$32.80	$33.46
I01	$22.53	$23.74	$24.72	$25.60	$26.45	$27.24	$27.97	$28.64	$29.25	$29.83	$30.43

ITWA (FY2026 Rates - Effective July 1, 2025)

Annual	1	2	3	4	5	6	7	8	9	10	11
I11	$82,329.00	$87,691.50	$92,274.00	$96,057.00	$99,411.00	$102,609.00	$105,573.00	$108,342.00	$110,818.50	$113,022.00	$115,284.00
I10	$78,429.00	$83,518.50	$87,886.50	$91,474.50	$94,672.50	$97,695.00	$100,522.50	$103,135.50	$105,495.00	$107,620.50	$109,785.00
I09	$74,704.50	$79,560.00	$83,694.00	$87,145.50	$90,148.50	$93,054.00	$95,764.50	$98,241.00	$100,522.50	$102,531.00	$104,578.50
I08	$71,857.50	$75,660.00	$78,780.00	$81,588.00	$84,279.00	$86,833.50	$89,154.00	$91,318.50	$93,229.50	$95,082.00	$96,973.50
I07	$68,406.00	$72,072.00	$75,016.50	$77,727.00	$80,281.50	$82,699.50	$84,922.50	$86,970.00	$88,764.00	$90,558.00	$92,371.50
I06	$65,149.50	$68,640.00	$71,428.50	$74,022.00	$76,459.50	$78,760.50	$80,866.50	$82,836.00	$84,552.00	$86,248.50	$87,984.00
I05	$62,049.00	$65,364.00	$68,035.50	$70,473.00	$72,813.00	$74,997.00	$77,044.50	$78,877.50	$80,535.00	$82,134.00	$83,791.50
I04	$58,461.00	$61,600.50	$64,135.50	$66,417.00	$68,620.50	$70,668.00	$72,598.50	$74,334.00	$75,855.00	$77,395.50	$78,936.00
I03	$53,176.50	$56,004.00	$58,305.00	$60,391.50	$62,400.00	$64,252.50	$65,988.00	$67,587.00	$68,971.50	$70,356.00	$71,779.50
I02	$48,321.00	$50,914.50	$52,981.50	$54,912.00	$56,706.00	$58,402.50	$60,001.50	$61,425.00	$62,712.00	$63,960.00	$65,247.00
I01	$43,933.50	$46,293.00	$48,204.00	$49,920.00	$51,577.50	$53,118.00	$54,541.50	$55,848.00	$57,037.50	$58,168.50	$59,338.50

ITWA (FY2027 Rates - Effective July 1, 2026)

Hourly	1	2	3	4	5	6	7	8	9	10	11
I11	$43.49	$46.32	$48.74	$50.74	$52.51	$54.20	$55.76	$57.23	$58.53	$59.70	$60.89
I10	$41.43	$44.11	$46.42	$48.32	$50.01	$51.60	$53.10	$54.48	$55.72	$56.85	$57.99
I09	$39.46	$42.02	$44.21	$46.03	$47.62	$49.15	$50.58	$51.89	$53.10	$54.16	$55.24
I08	$37.96	$39.96	$41.61	$43.10	$44.52	$45.87	$47.09	$48.23	$49.24	$50.22	$51.22
I07	$36.13	$38.07	$39.62	$41.06	$42.41	$43.68	$44.86	$45.94	$46.89	$47.83	$48.79
I06	$34.41	$36.26	$37.73	$39.10	$40.39	$41.60	$42.71	$43.75	$44.66	$45.56	$46.47
I05	$32.77	$34.53	$35.94	$37.22	$38.46	$39.61	$40.70	$41.66	$42.54	$43.38	$44.26
I04	$30.88	$32.54	$33.88	$35.08	$36.25	$37.33	$38.35	$39.26	$40.07	$40.88	$41.69
I03	$28.09	$29.58	$30.80	$31.90	$32.96	$33.94	$34.86	$35.70	$36.43	$37.16	$37.91
I02	$25.52	$26.89	$27.99	$29.00	$29.95	$30.85	$31.69	$32.45	$33.12	$33.78	$34.46
I01	$23.21	$24.45	$25.46	$26.37	$27.24	$28.06	$28.81	$29.50	$30.13	$30.72	$31.34

ITWA (FY2027 Rates - Effective July 1, 2026)

Annual	1	2	3	4	5	6	7	8	9	10	11
I11	$84,805.50	$90,324.00	$95,043.00	$98,943.00	$102,394.50	$105,690.00	$108,732.00	$111,598.50	$114,133.50	$116,415.00	$118,735.50
I10	$80,788.50	$86,014.50	$90,519.00	$94,224.00	$97,519.50	$100,620.00	$103,545.00	$106,236.00	$108,654.00	$110,857.50	$113,080.50
I09	$76,947.00	$81,939.00	$86,209.50	$89,758.50	$92,859.00	$95,842.50	$98,631.00	$101,185.50	$103,545.00	$105,612.00	$107,718.00
I08	$74,022.00	$77,922.00	$81,139.50	$84,045.00	$86,814.00	$89,446.50	$91,825.50	$94,048.50	$96,018.00	$97,929.00	$99,879.00
I07	$70,453.50	$74,236.50	$77,259.00	$80,067.00	$82,699.50	$85,176.00	$87,477.00	$89,583.00	$91,435.50	$93,268.50	$95,140.50
I06	$67,099.50	$70,707.00	$73,573.50	$76,245.00	$78,760.50	$81,120.00	$83,284.50	$85,312.50	$87,087.00	$88,842.00	$90,616.50
I05	$63,901.50	$67,333.50	$70,083.00	$72,579.00	$74,997.00	$77,239.50	$79,365.00	$81,237.00	$82,953.00	$84,591.00	$86,307.00
I04	$60,216.00	$63,453.00	$66,066.00	$68,406.00	$70,687.50	$72,793.50	$74,782.50	$76,557.00	$78,136.50	$79,716.00	$81,295.50
I03	$54,775.50	$57,681.00	$60,060.00	$62,205.00	$64,272.00	$66,183.00	$67,977.00	$69,615.00	$71,038.50	$72,462.00	$73,924.50
I02	$49,764.00	$52,435.50	$54,580.50	$56,550.00	$58,402.50	$60,157.50	$61,795.50	$63,277.50	$64,584.00	$65,871.00	$67,197.00
I01	$45,259.50	$47,677.50	$49,647.00	$51,421.50	$53,118.00	$54,717.00	$56,179.50	$57,525.00	$58,753.50	$59,904.00	$61,113.00

APPENDIX C

ITWA/LIUNA Local 272 Union Dues
Authorization for Payroll Deduction

_____
Name of Employee

_____
Department/Division

Effective _____ I hereby request and authorize you to deduct from my earnings each pay period the amount of $ _____. This amount shall be paid to the Treasurer of LIUNA Local 272, and represents payment of my Association Dues.

These deductions may be terminated by me by giving you a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

Employees Address Town Zip

Date

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

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Charles Dowe
Title/ Position	**Summer Camp Site Director**
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	**Needham Park and Recreation**
Agency Address	**178 Rosemary St.**
Office phone:	**(781)- 455- 7930**
Office e-mail:	**parkandrecreation@needhamma.gov**
	Check one: ___ Elected or __X__ Non-elected
Starting date as a municipal employee.	June 15, 2024
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

Write an X beside your financial interest.	**My financial interest in a municipal contract is:** ____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** _X_ **STATEMENT # 2:** I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** _X_ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	**Needham Park and Recreation** **178 Rosemary St.** **Needham MA, 02494**
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** _X_ My Municipal Agency is not the contracting agency. _X_ My Municipal Agency does not regulate the activities of the contracting agency. _X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. _X_ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Needham Park and Recreation – Summer Camp Site Director.
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

What is your financial interest In the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. $20.74
Date when you acquired a financial interest	June 24, 2024
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. **N/A**
Date when your immediate family acquired a financial interest	**N/A**
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. _X_ The services will be provided outside my normal working hours as a municipal employee. _X_ The services are not required as part of my regular duties as a municipal employee. _X_ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	Charles Dowe
Date:	06/20/2024

Attach additional pages if necessary.

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

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

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

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

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Stacey Mulroy
Title/ Position	Park and Recreation Director
Municipal Agency:	Needham Park and Recreation
Agency Address:	178 Rosemary St. Needham MA,02494
Office Phone:	(781)-455-7930
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	Stacey Mulroy
Date:	06/10/2024

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

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

NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494
Tel: (781) 455-7930

June 20, 2024
Needham Select Board
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Chair Kevin Keane and Select Board members,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple appointed positions that I wish to hold are:

1. Teacher with Needham Public Schools
2. Camp Site Supervisor for the Needham Park & Recreation Department

There will be no conflict with any School Department responsibilities, as the schools are not in session during the summer months. I will work 30-40 hours per week, for ten weeks.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,

Charles Dowe

Charles Dowe

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

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Elizabeth Vallatini
Title/ Position	**Pool Maintenance Staff**
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	**Needham Park and Recreation**
Agency Address	**178 Rosemary St.**
Office phone:	**(781)- 455- 7930**
Office e-mail:	**parkandrecreation@needhamma.gov**
	Check one: ___ Elected or __X__ Non-elected
Starting date as a municipal employee.	June 15, 2024
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

Write an X beside your financial interest.	**My financial interest in a municipal contract is:** ____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** _X_ **STATEMENT # 2:** I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** _X_ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	**Needham Park and Recreation** **178 Rosemary St.** **Needham MA, 02494**
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** _X_ My Municipal Agency is not the contracting agency. _X_ My Municipal Agency does not regulate the activities of the contracting agency. _X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. _X_ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Needham Park and Recreation – Pool Maintenance Staff Position.
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

What is your financial interest In the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. $18.30
Date when you acquired a financial interest	June 21, 2024
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. **N/A**
Date when your immediate family acquired a financial interest	**N/A**
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. _X_ The services will be provided outside my normal working hours as a municipal employee. _X_ The services are not required as part of my regular duties as a municipal employee. _X_ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	Elizabeth Vallatini
Date:	06/20/2024

Attach additional pages if necessary.

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

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

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

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

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Stacey Mulroy
Title/ Position	Park and Recreation Director
Municipal Agency:	Needham Park and Recreation
Agency Address:	178 Rosemary St. Needham MA,02494
Office Phone:	(781)-455-7930
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	Stacey Mulroy
Date:	06/12/2024

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

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

NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494
Tel: (781) 455-7930

June 10, 2024
Needham Select Board
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Chair Kevin Keane and Select Board members,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple appointed positions that I wish to hold are:

1. Teacher with Needham Public Schools
2. Rosemary Pool Maintenance Staff for the Needham Park & Recreation Department

There will be no conflict with any School Department responsibilities, as the schools are not in session during the summer months. I will work 30-40 hours per week, for ten weeks.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,

Elizabeth Vallatini

Elizabeth Vallatini

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

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Natalia Rezende
Title/ Position	**Summer Camp Site Director**
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	**Needham Park and Recreation**
Agency Address	**178 Rosemary St.**
Office phone:	**(781)- 455- 7930**
Office e-mail:	**parkandrecreation@needhamma.gov**
	Check one: ___ Elected or __X__ Non-elected
Starting date as a municipal employee.	June 15, 2024
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

Write an X beside your financial interest.	**My financial interest in a municipal contract is:** ____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** _X_ **STATEMENT # 2:** I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** _X_ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	**Needham Park and Recreation** **178 Rosemary St.** **Needham MA, 02494**
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** _X_ My Municipal Agency is not the contracting agency. _X_ My Municipal Agency does not regulate the activities of the contracting agency. _X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. _X_ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Needham Park and Recreation – Summer Camp Site Director.
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

What is your financial interest In the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. $20.74
Date when you acquired a financial interest	June 24, 2024
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. **N/A**
Date when your immediate family acquired a financial interest	**N/A**
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. _X_ The services will be provided outside my normal working hours as a municipal employee. _X_ The services are not required as part of my regular duties as a municipal employee. _X_ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	Natalia Rezende
Date:	06/20/2024

Attach additional pages if necessary.

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

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

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

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

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Stacey Mulroy
Title/ Position	Park and Recreation Director
Municipal Agency:	Needham Park and Recreation
Agency Address:	178 Rosemary St. Needham MA,02494
Office Phone:	(781)-455-7930
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	Stacey Mulroy
Date:	06/10/2024

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

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

NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494
Tel: (781) 455-7930

June 20, 2024
Needham Select Board
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Chair Kevin Keane and Select Board members,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple appointed positions that I wish to hold are:

1. Teacher with Needham Public Schools
2. Camp Site Supervisor for the Needham Park & Recreation Department

There will be no conflict with any School Department responsibilities, as the schools are not in session during the summer months. I will work 30-40 hours per week, for ten weeks.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,

Natalia Rezende

Natalia Rezende

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

	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Tyrone Holley
Title/ Position	**Summer Camp Site Director**
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	**Needham Park and Recreation**
Agency Address	**178 Rosemary St.**
Office phone:	**(781)- 455- 7930**
Office e-mail:	**parkandrecreation@needhamma.gov**
	Check one: ___ Elected or __X__ Non-elected
Starting date as a municipal employee.	June 15, 2024
BOX # 1 **Select either STATEMENT #1 or STATEMENT #2.** **Write an X beside your financial interest.**	**ELECTED MUNICIPAL EMPLOYEE** I am an **elected municipal employee.** ___ **STATEMENT #1**: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. **OR** ___ **STATEMENT #2**: I will have a new financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** ____ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2 **Select either STATEMENT #1 or STATEMENT #2.**	**NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE** I am a **non-elected municipal employee.** ___ **STATEMENT # 1**: I had one of the following financial interests in a contract made by a municipal agency **before** I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

Write an X beside your financial interest.	**My financial interest in a municipal contract is:** ____ A municipal agency has a contract with me, but not an employment contract. ____ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. **-- OR --** _X_ **STATEMENT # 2:** I will have a **new** financial interest in a contract made by a municipal agency. **My financial interest in a municipal contract is:** _X_ I have a non-elected, compensated municipal employee position. ____ A municipal agency has a contract with me. ____I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ____ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
Name and address of municipal agency that made the contract	**Needham Park and Recreation** **178 Rosemary St.** **Needham MA, 02494**
Please put in an X to confirm these facts.	**"My Municipal Agency"** is the municipal agency that I serve as a **municipal employee.** The **"contracting agency"** is the **municipal agency that made the contract.** _X_ My Municipal Agency is not the contracting agency. _X_ My Municipal Agency does not regulate the activities of the contracting agency. _X_ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. _X_ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	**ANSWER THE QUESTION IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU.** - Please explain what the contract is for. Needham Park and Recreation – Summer Camp Site Director.
FILL IN THIS BOX OR THE BOX ABOVE	**ANSWER THE QUESTIONS IN THIS BOX** **IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY.** - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

What is your financial interest In the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. $2014
Date when you acquired a financial interest	June 24, 2024
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. **N/A**
Date when your immediate family acquired a financial interest	**N/A**
Write an X to confirm each statement.	**FOR A CONTRACT FOR PERSONAL SERVICES –** **Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency).** I will have a contract with a municipal agency to provide personal services. _X_ The services will be provided outside my normal working hours as a municipal employee. _X_ The services are not required as part of my regular duties as a municipal employee. _X_ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	Tyrone Holley
Date:	06/20/2024

Attach additional pages if necessary.

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

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

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

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

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Stacey Mulroy
Title/ Position	Park and Recreation Director
Municipal Agency:	Needham Park and Recreation
Agency Address:	178 Rosemary St. Needham MA,02494
Office Phone:	(781)-455-7930
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	Stacey Mulroy
Date:	06/10/2024

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

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

NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494
Tel: (781) 455-7930

June 20, 2024
Needham Select Board
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Chair Kevin Keane and Select Board members,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town.

The multiple appointed positions that I wish to hold are:

1. Teacher with Needham Public Schools
2. Camp Site Supervisor for the Needham Park & Recreation Department

There will be no conflict with any School Department responsibilities, as the schools are not in session during the summer months. I will work 30-40 hours per week, for ten weeks.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,

Tyrone Holley

Tyrone Holley

Town of Needham
Select Board
Minutes for Tuesday, June 11, 2024
Select Board's Chamber and
Via ZOOM
https://us02web.zoom.us/j/89068374046

6:01 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Kevin Keane. Those present were Marianne Cooley, Cathy Dowd, Joshua Levy, and Town Manager Kate Fitzpatrick. David Davison, Deputy Town Manager/Director of Finance, Katie King, Deputy Town Manager, and Susan Metropol, Recording Secretary, were also in attendance. Heidi Frail was not in attendance.

6:02 p.m. Public Comment Period:

David Sherman, 100 Rosemary Way, proposed several additions to the Select Board's statement on Incidents of Intolerance. He further asked the Select Board to disassociate itself from the Human Rights Committee's statement on the conflict in Israel/Gaza made in November 2023.

6:05 p.m. 2024 Juneteenth Proclamation:

Cathy Dowd read the 2024 Juneteenth Proclamation, recognizing Juneteenth as a celebration of the resilience of Black Americans and an opportunity for education about this important part of the history of our country.

Motion by Ms. Cooley that the Board vote to approve and sign the 2024 Juneteenth Proclamation.
Second: Ms. Dowd. Unanimously approved 4-0.

6:08 p.m. Incidents of Intolerance in Needham:
Presenters: John Schlittler, Chief of Police, Tina Burgos, Needham Human Rights Committee, Jen Howard, Needham Human Rights Committee

Chief of Police John Schlittler reported on several incidents of intolerance in Needham that have occurred over recent months. These incidents date back to November 2023 through June 2024. These incidents include the removal of several lawn signs from private property as well as handwritten notes that have been left on homeowners' fences and public street signs. Chief Schlittler added that the Needham Police Department (NPD) is following up on these incidents but could not discuss the current investigative steps. Chief Schlittler noted that if it is determined that there was a crime committed that could be prosecuted, the NPD would consult with the District Attorney's office.

Tina Burgos and Jen Howard discussed the actions they have taken to address these incidents and related issues in order to ensure everyone in Needham feels safe, welcome, heard, and included. Ms. Burgos reflected on how these issues have escalated with current world affairs. She commented on the Select Board's draft statement on the incidents, adding that she would want the Board to provide further context. Ms. Howard described how these incidents are affecting Needham families, including parents preparing their children for comments they may hear at school and homeowners installing cameras outside their homes. She emphasized that these families are looking for a visible response from the Town to note that these acts will not be tolerated, and that the Town is there to support them.

Select Board members discussed next steps, including developing a multi-pronged approach that is still flexible. Chief Schlittler noted that these incidents appear to be targeted and potentially performed by young individuals with vehicles. Ms. Dowd recognized the immense pain these incidents have caused and explained her view that while the purpose of the statement is to condemn these incidents, it is only the starting point and not alone the answer to the root cause itself. Discussion ensued about changes to be made to the statement. Mr. Levy read the complete statement with the final paragraph amended as discussed.

Motion by Ms. Dowd that the Board vote to adopt the Statement on Incidents of Intolerance in Needham as amended.
Second: Ms. Cooley. Unanimously approved 4-0.

6:35 p.m. Public Hearing: Eversource Grant of Location – 18 Brookside Road:
Presenter: Hannah Cooper, Eversource Representative

Eversource Energy requested permission to install approximately 70 feet of conduit in Brookside Road. The reason for this work is to provide service to 18 Brookside Road. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit. Questions from the Board included whether the traffic will be redirected and how long the project will take.

Motion by Mr. Levy that the Board vote to approve and sign a petition from Eversource Energy to install approximately 70 feet of conduit in Brookside Road.
Second: Ms. Dowd. Unanimously approved 4-0.

6:38 p.m. Public Hearing: Water and Sewer Rates:
Presenters: Water and Sewer Rate Structure Committee, David Davison, Deputy Town Manager/Director of Finance, Carys Lustig, Director of Public Works, Michael Retzky, Superintendent of Water and Sewer, John Tallarico, Chair, Water and Sewer Rate Structure Committee

The Water and Sewer Rate Structure Committee met to prepare for its recommendation to the Board for the FY2025 water and sewer rates. It is anticipated that the Select Board will vote on the water and sewer rates at its meeting on June 25, 2024. Mr. Davison reviewed the process thus far and provided background information, including that the Town water system is aging and investment is costly as infrastructure requires improvements. Additionally, patterns in consumption, costs for supplies, administration, and treatment chemicals, and the loss of a high end user in Coca Cola has contributed to the proposed rate structures.

Discussion ensued regarding the various rate structures presented. John Tallarico emphasized that consumption has decreased, and costs are increasing, leading the Committee to adopt a conservative and predictable approach to the rate structures. Mr. Davison provided an overview of the three alternative options:

1. Alternative G: This alternative addresses revenues by increasing both the fixed fee and step rates. This plan would also increase the quarterly basic service fees for the domestic meter, irrigation meter, and the sewer service. This is the alternative recommended by the Committee.
2. Alternative B: In this alternative, there would be no changes to water rates and no increase in fixed fees for the upcoming fiscal year based upon an estimate of billable volume. Mr. Davison identified that the concern with this alternative is that given the trend line in water and sewer use, there potentially could be a greater percentage increase in water rates in 2026.
3. Alternative D: This alternative addresses the increase to the user rates in water; however, the sewer option is the same as the other alternatives. This plan would address consumption, but fixed fees would not be addressed; they would remain at $15 per quarter for domestic and $4 for secondary meter.

Discussion also included the effects of new regulations for PFAS and how weather patterns and potential water bans during the summer months could affect water revenues. Mr. Davison added that Needham is on the lower end of consumers of water from the Massachusetts Water Resources Authority (MWRA). Select Board members thanked the Committee for their attention to detail in this endeavor.

7:13 p.m. Appointment Calendar and Consent Agenda:
Motion by Ms. Cooley that the Board vote to approve the Appointment Calendar and Consent Agenda.
Second: Mr. Levy. Unanimously approved 4-0.

APPOINTMENT CALENDAR

1.	Paul Molta	Climate Action Committee Term Exp: 6/30/2026
2.	Irwin Silverstein	Climate Action Committee Term Exp: 6/30/2027

3.	Ajay Devendran	Climate Action Committee Term Exp: 6/30/2025

CONSENT AGENDA

1.	Approve Open Session Minutes of April 16, 2024 and May 28, 2024
2.	Approve the 2024 Weekday and Sunday Entertainment licenses for the Rotary Club of Needham Carnival running from July 18 to July 21, 2024, pending approval from the following departments: Police, Fire, and Public Works.
3.	Approve a request from Jill Barber, Charles River YMCA, to hold the road event "Race to Kick Cancer." The event is scheduled for Sunday, September 22, 2024, at 10:00 am – 12:00 pm. The event and route have been approved by the following departments: Fire, Police, Public Works and Park & Recreation.
4.	Accept the following donations made to the Needham Community Revitalization Trust Fund: • $100 from Rotary Club of Needham • $200 from Plugged In Band Program, Inc. • $200 from Charles River Center • $400 from Needham Council for Arts & Culture • $500 from Carol De Lemos
5.	Accept the following donations made to the Needham Community Revitalization Trust Fund for the Bert Wikstrom Bench: • $200 from Barbara and Bill Allan • $500 from the Closet Exchange
6.	Approve the following donation to the Needham Health Division: • $300 from Christ Episcopal Church for Needham's Gift of Warmth Program • $1,000 from Darshana & Sandeep Thakore for Needham's Traveling Meals Program
7.	In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager, adopt a revised classification and compensation plan (Schedule A) for FY2025, retaining current titles in lieu of changes recommended in the 2020 Classification and Compensation Study. Attachment updated with corrected formatting.
8.	Dissolve the following committees: Climate Action Plan Committee, Single Parcel Historic District Study Committee, Transportation Planning and Review Committee, and Town By-Law and Charter Review Working Group.
9.	Approve 20B Exemption for the following individuals to engage in work with the Needham Park and Recreation Department: Grace Scifilliti & Katherine Kurdziel.
10.	Approve and sign Water Sewer Abatement #1329

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Wes & Lauren Soper	32 Mark Lee Road	32 Mark Lee Road	6/13/24	12pm-4pm	N/A
Carin Hofer	166 Fair Oaks Park	Fair Oaks Park from Great Plain Ave to Harris Avenue	7/3/24	4pm-8pm	N/A
Jake Eisenhard	59 Beaufort Avenue	Beaufort Avenue from Nichols to Bond Street	6/29/24	3pm-9pm	N/A
Janine Helwig	158 Meadowbrook Rd	Intersection of Newell Ave & Prospect Street	9/7/24	3pm-9pm	9/8/24

NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES

Hosting Organization	Event Title	Location	Event Date
Thiccy'sClub LLC	Crossfit One Nation	Crossfit Invictus, 10 Charles Street	6/22/2024

7:14 p.m. Application for a Change of Manager for an All-Alcohol License – 365 Management Company, LLC d/b/a Residence Inn by Marriott Boston Needham
Presenter: Jeff Terwilliger, Proposed Manager of Record

Jeff Terwilliger provided the Board with an overview of his credentials to serve as the Manager of Record at the Residence Inn by Marriott Boston Needham, including his familiarity with current liquor laws and the requirements for an establishment to sell alcohol. At the moment alcohol is sold only to guests of the hotel from over the front desk. Mr. Terwilliger confirmed that he understands the requirements in Needham for alcohol service.

Motion by Ms. Dowd that the Board, as Local Licensing Authority, approve and sign an application for a Change of Manager to Jeff Terwilliger for Residence Inn by Marriott Boston Needham, 80 B Street, and to forward this application to the ABCC for approval.
Second: Ms. Cooley. Unanimously approved 4-0.

7:19 p.m. Needham Art Association Public Art Project:
Presenters: Charly Nanda, Needham Art Association, J.P. Cacciaglia, Economic Development Manager

Charly Nanda presented on the Needham Art Association's (NAA) program to place decorative banners at several outdoor locations across Needham in celebration of their 75th anniversary. The banners feature art designed by local

artists and will be replaced on fences between fall 2024 and spring 2025, with banners being rotated across eight planned locations, six of which are on Town property. There are two remaining locations for which the NAA is seeking approval from the Select Board.

Motion by Ms. Cooley to approve the placement of art from the Needham Art Association's 75th Anniversary Banner Program on areas of fence at Nehoiden Street and May Street, and Rosemary Street and Highland Avenue as depicted in the Association's presentation to this Board, to be displayed from September 2024 through April 2025.
Second: Ms. Dowd. Unanimously approved 4-0.

7:26 p.m. Needham Community Action Network: Planter Art Mosaic – Go with the Flow:
Presenters: Charly Nanda, Needham Art Association, J.P. Cacciaglia, Economic Development Manager

Charly Nanda presented on the Needham Community Action Network's (NCAN) mosaic display, which was recently affixed to planters located on Haddock/McLeod Plaza on Chestnut Street. The display, entitled "Go with the Flow," was a workshop series that engaged various community members led by Needham teens culminating in the creation of 8 mosaic panels. The project included various opportunities for engagement inviting the general public to participate, focusing on youth and older adults via the Center at the Heights. The project was organized by Charly Nanda from NCAN in collaboration with Youth & Family Services, Police Department, and Department of Public Works. Ms. Nanda presented some of the panels created, and the Select Board commented on how positive an effort this was for all involved.

Motion by Ms. Cooley to accept the donation of Mosaic Tile Panels from Needham Community Action Network with an approximate value of $3,900 for labor and materials to affix to the planters on Haddock/McLeod Plaza.
Second: Ms. Dowd. Unanimously approved 4-0.

7:33 p.m. Town Manager:

<u>Policy Regarding Executive Session Minutes</u>
Town Counsel Chris Heep provided a review of the policy regarding publication of Executive Session Minutes. Mr. Heep noted that periodic review of minutes from Executive Sessions needs to occur routinely at least three times per year and review may need to occur in response to a request that is received by the Board. The revised policy addresses both of these requirements. Discussion ensued regarding how the Board would handle certain types of requests for minutes, what the law requires with regard to availability of minutes, and how the Open Meeting Law plays a role in enacting the new policy.

Update to List of Special Municipal Employees

Ms. Fitzpatrick reviewed that since 2021, the Select Board has included in the committee charge and composition the Special Municipal Employee status of positions under its jurisdiction. Ms. Fitzpatrick recommended that the Board vote to designate positions recently approved by Town Meeting.

Motion by Ms. Cooley that Board vote to accept the motions as presented that impact the members of the Human Resources Advisory Committee, the General Bylaw Review Committee, and the Historic District Commission, and that remove that designation for the Climate Action Planning Committee, the Personnel Board, the Town Bylaw and Charter Review Working Group, and the Transportation Planning and Review Committee.
Second: Ms. Dowd. Unanimously approved 4-0.

American Rescue Plan Act Funding

Ms. Fitzpatrick recommended that the Board vote to approve a request for reallocation between sub grant accounts to cover overage costs for two projects in the Walker Pond area.

Motion by Ms. Cooley that the Board vote to approve the requested reallocation of funding for the Town's County ARPA Allotment.
Second: Ms. Dowd. Unanimously approved 4-0.

Town Manager Report

- A public hearing has been scheduled during the Select Board's next meeting to discuss a pilot program with the MBTA which would turn the first and last trains of the day at Needham Junction.

8:00 p.m. Board Discussion:

Committee Reports

Ms. Dowd reported that T-CHOC met on June 10 and provided an update on the funding for Linden Street and Chambers Street Redevelopment. The Committee is compiling a Request for Proposals (RFP) to identify a development partner. They expect to release the RFP in the coming weeks and select a partner in July, subsequently moving forward with the Planning Board on site planning and concurrently planning documents to apply for state funding, historically awarded in November.

Mr. Keane presented the initial branding that has been prototyped by the Branding & Town Seal Committee. Needham residents will be able to participate in a poll to provide feedback on the branding in the coming weeks.

8:13 p.m. Adjourn:

Motion by Ms. Cooley that the Board vote to adjourn the Select Board meeting of Tuesday, June 11, 2024.
Second: Ms. Dowd. Unanimously approved 4-0.

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, June 25, 2024, at 6:00 p.m.