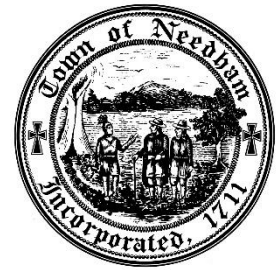


SELECT BOARD AGENDA

Regular Meeting

6:00 p.m. January 28, 2025



Town Hall
Select Board Chambers
1471 Highland Avenue
Needham, MA 02492
&
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://needham-k12-ma-us.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09>

Webinar ID: 826 0101 3229

Passcode: 652800

One tap mobile: [+16469313860](tel:+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.	6:10	Public Hearing: Application for a New All-Alcoholic Beverages License – North Hill Needham, Inc. d/b/a North Hill

		• Thomas Miller, Esq., McDermott, Quilty, Miller & Hanley LLP – Applicant Counsel • Briana Tucker, Proposed Manager of Record – North Hill Needham, Inc. d/b/a North Hill
2.	6:20	MWRA Metropolitan Water Tunnel Program Update • Kathy Murtagh, MWRA Director of Tunnel Redundancy • Paul Savard, MWRA Director of Design and Construction, Tunnel Redundancy
3.	6:50	Director of Public Works • Sign Notice of Needham Traffic Regulation Amendment – Parking Meter Location and Regulations Amendment
4.	7:00	Proposed Dedication of Benches • Paul Good, Needham Community Revitalization Trust Fund Chair
5.	7:10	Town Manager • Accept and Refer Zoning • FY2026 Budget Presentation • Town Manager Report
6.	7:45	Board Discussion • Town Manager Search • Committee Reports

APPOINTMENT CALENDAR

1.	Marie Shapiro	Human Rights Committee Term Exp: 6/30/2027
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CONSENT AGENDA *Supporting Documents in Agenda Packet

1.*	Approve Open Session Minutes of January 7, 2025
2.	Approve the following donation to the Needham Public Health Division: • \$10,000 from Needham Community Council for Needham's Gift of Warmth
3.*	Amend Final ARPA Budget by reallocating \$86.76 from the Epidemiologist Line to the Public Health Nurse Line and \$255.75 from the Epidemiologist Line to the Mental and Behavioral Health Line.
4.*	Approve a request from the Exchange Club of Needham to sponsor 4th of July fireworks and festivities on Thursday, July 3, 2025, and a road race, flag raising, and parade on Friday, July 4, 2025. Coordination of all activities will be made with appropriate Town Departments.
5.	Authorize the placement of "Go Fourth" lawn signs at the Town Hall and Public Services Administration Building from June 20, 2025 through July 4, 2025.
6.	Approve a request from John Hrones, Race Director of Needham Track Club, to hold the road event "Great Bear Run" in Needham. The event is scheduled for Sunday, May 18, 2025, starting at 10:00 a.m. The event and route have been approved by the following departments: Fire, Police, and Public Works



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

MEETING DATE: 1/28/2025

Agenda Item	Public Hearing: Application for a New All-Alcohol License – North Hill Needham, Inc. d/b/a North Hill
Presenter(s)	Thomas Miller, Esq., McDermott, Quilty, Miller & Hanley LLP – Counsel, North Hill Needham, Inc. d/b/a North Hill Briana Tucker, Proposed Manager of Record, North Hill Needham, Inc. d/b/a North Hill

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
North Hill Needham, Inc. d/b/a North Hill has applied for a new Section 12 Continuing Care Retirement Community All Alcoholic Beverages License at 865 Central Avenue, Needham, MA. The applicant is requesting the appointment of Briana Tucker as Manager of Record.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motions: 1. Move to find that the issuance of an on-premises liquor license, pursuant to Section 12 of Chapter 138 of the General Laws, to North Hill Needham Inc, d/b/a North Hill, located at 365 Central Avenue, with Brianna Tucker as the manager of record, will not be detrimental to the educational and spiritual activities of schools and churches with a five hundred feet radius of the establishment; 2. Move to issue said license to North Hill Needham Inc, as outlined in the application and subject to the rules and regulations of the ABCC and the following Sections of the Town of Needham Regulations for the Sale of Alcohol Beverages: 2, 3, 5.3, 5.4, 6, excepting Section 6.2 and substituting the phrase “Continuing Care Retirement Community” for the phrase “club and veterans’ organization”, and 10; and 3. Authorize the Town Manager to send written notice of this decision to the applicant pursuant to Section 16C and the ABCC pursuant to Section 16B.	
3.	BACK UP INFORMATION ATTACHED
1. Receipt of Filing Payment to ABCC 2. ABCC Payment Monetary Transmittal Form	



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

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



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 North Hill Needham, Inc.

ADDRESS 865 Central Ave

CITY/TOWN Needham

STATE MA

ZIP CODE 02492

For the following transactions (Check all that apply):

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

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 97169761-5d06-4ed2-a60a-94bf8e3744b5

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	North Hill Needham Inc.	\$200.00
		\$200.00

Total Convenience Fee: **\$0.35**Date Paid: **12/13/2024 8:55:09 AM EDT**Total Amount Paid: **\$200.35**

Payment On Behalf Of

License Number or Business Name:
North Hill Needham, Inc.Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
ThomasLast Name:
MillerAddress:
183 Bailey StreetCity:
CantonState:
MAZip Code:
02021



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

On-Premises-12

TYPE

§12 Continuing Care Retirement Community

CATEGORY

All Alcoholic Beverages

CLASS

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.

This is an application for a New All-Alcoholic Beverages License for a Continuing Care Retirement Facility pursuant to Chapter 138, Section 12 to license the dining area, theater and the "intermission Lounge"

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

North Hill Needham, Inc.

FEIN

04-2716090

DBA

North Hill

Manager of Record

Briana Tucker

Street Address

865 Central Ave, Needham, MA 02492

Phone

Email

Alternative Phone

N/A

Website

www.northhill.org

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.

On two floors: main floor, theater with seating for 104 and stage, lounge with seating for 36 and bar seating for 7 and a self-service tap wall, bathrooms for residents and guests and storage. Lower level for storage. Dining room and kitchen for residents and guests with seating for 310, private dining area and restrooms for patrons.

Total Square Footage:

8,850

Number of Entrances:

4

Seating Capacity:

457

Number of Floors

2

Number of Exits:

8

Occupancy Number:

501

4. APPLICATION CONTACT

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

Name:

Thomas P. Miller, Esq.

Phone:

Title:

Attorney

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	08/01/1979
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
Joseph Frias			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President, CEO	N/A	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Patricia Ann Paulin			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Treasurer	N/A	☒ Yes ☐ No	☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Michelle Lee Houlihan			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Clerk	N/A	☒ Yes ☐ No	☒ Yes ☐ No

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

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

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

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
N/A	N/A	N/A	N/A

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A	N/A	N/A	N/A

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

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 Babson College

Landlord Phone 781-235-1200

Landlord Email

Landlord Address 231 Forest Street, Babson Park, MA 02457

Lease Beginning Date 11/01/1984

Rent per Month \$124,387.96

Lease Ending Date 10/31/2059

Rent per Year \$1,492,655.52

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	\$10,000.00
D. Total Cost	\$10,000.00

*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
North Hill Needham, Inc.	\$10,000.00
Total:	\$10,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A	N/A	N/A	☐ 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.

This application is for a new license to add to an existing facility in operation. The only costs associated with this transaction will be for purchase of inventory and other associated expenses.

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?

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:

APPLICANT'S STATEMENT

I, Joseph Frias the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

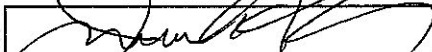
of North Hill Needham, Inc.
Name of the Entity/Corporation

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

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

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

Signature:



Date:

9-19-24

Title:

President

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name

Date of Birth

SSN

Residential Address

Email

Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes

☐ No

*Manager must be a U.S. Citizen

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

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

☐ Yes

☒ No

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

Date	Municipality	Charge	Disposition
N/A	N/A	N/A	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
5/2022	Present	Dining Services Manger	North Hill	Bethany Mercer
010/2020	05/2022	Director of Dining	Compass	Gwen Santana
05/2019	10/2020	Director of Dining	HCR Manorcare	Holly Bailey
10/2016	04/2019	Director of Dining	MFA-Ronanoke	Chana Craft

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
N/A	N/A	N/A	N/A	N/A

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

Briana Tucker

Briana Tucker (Sep 30, 2024 11:15 EDT)

Date

ENTITY VOTE

The Board of Directors or LLC Managers of North Hill Needham, Inc.
Entity Name
duly voted to apply to the Licensing Authority of Needham and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 9/19/2024
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Joseph Frias

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."

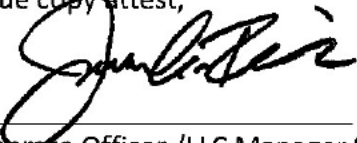
"VOTED: To appoint

Briana Tucker

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

Joseph Frias

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Michelle Houlihan

(Print Name)

MA SOC Filing Number: 200946964390 Date: 01/26/2009 11:27 AM
FEDERAL IDENTIFICATION
No. _____
Fee: \$15.00

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF AMENDMENT (General Laws, Chapter 180, Section 7)

Kevin Burke, the President, and Jean Placanica, the Clerk, of LIVING CARE VILLAGES OF MASSACHUSETTS, INC., located at 865 Central Avenue, Needham, Massachusetts, do hereby certify that these Articles of Amendment affecting articles numbered: 3, 4 of the Articles of Organization were duly adopted at a meeting held on January 12, 2009, by vote of the member

☐ Being at least two-thirds of its members legally qualified to vote in meetings of the corporation; OR

☒ Being at least two-thirds of its directors where there are no members pursuant to General Laws, Chapter 180, Section 3; OR

☐ In the case of a corporation having capital stock, by the holders of at least two-thirds of the capital stock having the right to vote therein.

Article 1 is amended to read as follows:

The name by which the Corporation shall be known is North Hill Needham, Inc.

Article 3 is amended to read as follows:

The Corporation shall have members as provided in its By-laws.

Article 4 is amended to read as follows:

4.1 The corporation shall have, and may exercise in furtherance of its corporate purposes, all the powers specified in Section 6 of Chapter 180 and in Chapter 156B of the Massachusetts General Laws as now in force or as hereafter amended, provided, however, that no such power shall be exercised in a manner inconsistent with Chapter 180 or any other Chapter of the Massachusetts General Laws or inconsistent with the exemption from federal income tax to which the corporation shall be entitled under Section 501(c)(3) of the Internal Revenue Code.

4.2 Meetings of directors may be held anywhere in the United States.

4.3 No director or officer of the corporation shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as such director or officer notwithstanding any provision of law imposing such liability, except to the extent that such exemption from liability is not permitted under Chapter 180 of the

Examiner

Name
Approved

C ☐

P ☐

M ☐

B.A. ☐

M ☐

R.A. ☐

4.4 No part of the net earnings of the Corporation inure to the benefit of any member, trustee, director or officer of the Corporation or any private individual, except that (i) reasonable compensation may be paid for services rendered to or for the Corporation; and (ii) gifts, grants or contributions that are in furtherance of the Corporation's exempt purposes may be made to members that are tax-exempt under Code Section 501(c)(3) and not private foundations under Code Section 509(a). NO member, trustee, director or officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

4.5 No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, except as otherwise provided by Section 501(h) of the Code. The Corporation shall not participate or intervene (including the publication or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office.

4.6 Notwithstanding any other provision of these articles, the Corporation is organized exclusively for one or more of the following purposes: religious, charitable, scientific, testing for public safety, literary, or educational purposes, as specified in Section 501(c)(3) of the Code. The Corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

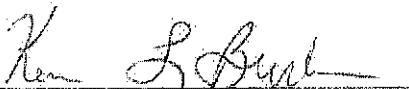
4.7 In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary or by operation of law, all of the remaining assets and property of the Corporation shall after necessary expenses thereof be distributed to one or more organizations which are then qualified under Section 501(c)(3) of the Code to be used in such manner as, in the judgment of a court of competent jurisdiction, will best accomplish the general purposes for which this Corporation was formed.

4.8 All references herein to the Internal Revenue Code of 1986 and to provisions of the General Laws of the Commonwealth of Massachusetts shall include amendments to the applicable sections of such Code and Laws, corresponding provisions of future laws, and applicable regulations thereunder.

The foregoing amendments will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date: NONE

SIGNED UNDER THE PENALTIES OF PERJURY, this 23rd day of January, 2009



Name:
Title: President

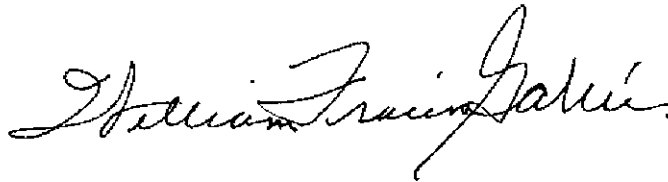


Name:
Title: Clerk

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:
January 26, 2009 11:27 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY

Secretary of State

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporator

NAME

RESIDENCE

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

William H. Gorham

56 Gatewood Drive
Needham, Massachusetts 02192

does

The above-named incorporator ~~hereby~~ hereby associate ~~himself~~ with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

LIVING CARE VILLAGES OF MASSACHUSETTS, INC.

2. The purposes for which the corporation is formed is as follows:

To propose the formation and assist in the organization and development of, either directly or indirectly, an entity to operate life-care retirement facilities, health-care centers, rest homes, nursing homes, and all such other similar institutions for civic, charitable and benevolent purposes, and to make all such applications filings and submissions which may be necessary or useful in connection therewith; and for any other purposes for which a corporation may be formed under General Laws, Chapter 180.

Examiner

Name
Approved

A.

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

In place of members, the corporation shall have trustees who shall have, enjoy and exercise all rights of membership in the Corporation. The trustees shall be chosen in accordance with the By-Laws of the corporation.

- *4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

See Pages 2A - 2G

4. In addition to all powers permitted under General Laws, Chapter 180, the corporation shall have the following powers in furtherance of its corporate purposes:

(a) The corporation may purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use, encumber and otherwise deal in and with real or personal property, or any interest therein, wherever situated, in an unlimited amount.

(b) The corporation may solicit and receive contributions from any and all sources and may receive and hold, in trust or otherwise, funds received by gift or bequest.

(c) The corporation may sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated.

(d) The corporation may purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, employ, sell, lend, lease, exchange, transfer, or otherwise dispose of, mortgage, pledge, use and otherwise deal in and with, bonds and other obligations, shares or other securities or interests issued by others, whether engaged in similar or different businesses, governmental, or other activities.

(e) The corporation may make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage, pledge or encumbrance of, or security interest in, all or any of its property or any interests therein, wherever situated.

(f) The corporation may lend money, invest and reinvest its funds, and take and hold real and personal property and security for the payment of funds so loaned or invested.

(g) The corporation may do business, carry on its operation, and have offices and exercise the powers granted by General Laws, Chapter 180, as now in force or as hereafter amended, in any jurisdiction within or without the United States, although the corporation shall not be operated for the primary purpose of carrying on for profit a trade or business unrelated to its tax exempt purposes.

(h) The corporation may pay pensions, establish and carry out pension, savings, thrift and other retirement, incentive and benefit plans, trusts and provisions for any or all of its trustees, officers and employees and for any or all of the trustees, officers and employees of any corporation, fifty percent (50%) or more of the shares of which outstanding and entitled to vote on the

(i) The corporation may make contributions for religious, charitable, scientific, literary or educational purposes to the extent legally permissible and only to the extent that the status of the corporation as an organization exempt under Section 501(c)(3) of the Internal Revenue Code is not affected thereby.

(j) The corporation may be an incorporator of other corporations of any type or kind.

(k) The corporation may be a partner in any business enterprise which it would have power to conduct by itself.

(l) The trustees may make, amend or repeal the by-laws in whole or in part.

(m) Meetings of the trustees of the corporation may be held anywhere in the United States.

(n) Unless entered into in bad faith, no contract or transaction by this corporation shall be void, voidable or in any way affected by reason of the fact that it is with an Interested Person. Unless such contract or transaction was entered into in bad faith, no Interested Person, because of such interest, shall be liable to this corporation or to any other person or organization for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction. For the purposes of this Article, "Interested Person" means

any person or organization in any way interested in this corporation whether as a trustee, officer, employee or otherwise, and any other entity in which any such person or organization or this corporation is in any way interested.

The provisions of this Article shall be operative notwithstanding the fact that the presence of an Interested Person was necessary to constitute a quorum at a meeting of directors or members of this corporation at which such contract or transaction was authorized or that the vote of an Interested Person was necessary for the authorization of such contract or transaction.

(o) No part of the assets of the corporation and no part of any net earnings of the corporation shall be divided among or inure to the benefit of any trustee or officer of the corporation or any private individual or be appropriated for any purposes other than the purposes of the corporation as herein set forth; and no substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distributing of statement), any political campaign on behalf of any candidate for public office. It is intended that the corporation shall be entitled to exemption from federal income tax under Section 501(c)(3) of the Internal

Revenue Code and shall not be a private foundation under Section 509(a) of the Internal Revenue Code.

(p) Except as limited by law or as provided herein, each trustee and Officer of the corporation (and his heirs and personal representatives) shall be indemnified by the corporation against all Expense incurred by him in connection with each Proceeding in which he is involved as a result of his serving or having served as a trustee or Officer of the corporation or, at the request of the corporation, as a director, officer, employee or other agent of any other organization.

No indemnification shall be provided to a trustee or Officer with respect to a matter as to which it shall have been adjudicated in any proceeding that he did not act in good faith in the reasonable belief that his action was in the best interests of the corporation.

In the event that a Proceeding is compromised or settled so as to impose any liability or obligation upon an officer or upon the corporation, no indemnification shall be provided to said trustee or Officer with respect to a matter if the corporation has obtained an opinion of counsel that with respect to said matter said trustee or Officer did not act in good faith in the reasonable belief that his action was in the best interests of the corporation.

To the extent authorized by the trustees, the corporation may pay indemnification in advance of final disposition

be established that he is not entitled to indemnification by an adjudication under Paragraph 2 or by an opinion of counsel under Paragraph 3 hereof.

For the purposes of this Article 4(p),

(1) "Officer" means any person who serves or has served as a trustee or in any other office filled by election or appointment by the trustees;

(2) "Proceeding" means any action, suit or proceeding, civil or criminal, brought or threatened in or before any court, tribunal, administrative or legislative body or agency; and

(3) "Expense" means any liability fixed by a judgment, order, decree, or award in a Proceeding, any amount reasonably paid in settlement of a Proceeding and any professional fees and other disbursements reasonably incurred in a Proceeding.

Nothing in this Article shall limit any lawful rights to indemnification existing independently of this Article.

(q) Upon the liquidation or dissolution of the corporation, after payment of all of the liabilities of the corporation or due provision therefor, all of the assets of the corporation shall be disposed of to one or more organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

(r) The corporation may have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is formed; provided that no such power shall be exercised in a manner inconsistent with General Laws, Chapter 180 or any other chapter of the General Laws of the Commonwealth or Section 501(c)(3) of the Internal Revenue Code.

(s) All references herein to the Internal Revenue Code shall deemed to refer to the Internal Revenue Code of 1954, as now in force or hereafter amended.

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date. (not more than 30 days after date of filing).
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:
Babson College, Babson Park, Ma.
Attention: R. Elliott McBride

b. The name, residence, and post office address of each of the initial ^{Trustees} directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Ralph Z. Sorenson	56 Whiting Road Wellesley, Ma. 02181	Babson College Babson Park, Ma.
Treasurer:	Jesse M. Putney	112 Abbott Road Wellesley, Ma. 02181	Babson College Babson Park, Ma.
Clerk:	R. Elliott McBride	5 Woodland Hill Wellesley, Ma. 02181	Babson College Babson Park, Ma.

~~Directors: (or officers having the powers of directors) --~~

Trustees:
Same as above

- c. The date initially adopted on which the corporation's fiscal year ends is:
December 31
- d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:
May 15
- e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(s) sign(s) these Articles of Organization this 31st day of July, 1979.

I/~~we~~ the below signed INCORPORATOR(s) do hereby certify under the pains and penalties of perjury that I/~~we~~ have not been convicted of any crimes relating to alcohol or gaming within the past ten years: I/~~we~~ do hereby further certify that to the best of my/~~our~~ knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

W. H. G. H.

20431

RECEIVED

JUL 31 1979

THE COMMONWEALTH OF MASSACHUSETTS

SECRETARY OF STATE
CORPORATION DIVISION

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles: and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 1st day of August 19 79

Effective date

Michael Joseph Connolly

MICHAEL JOSEPH CONNOLLY

Secretary of State

TO BE FILLED IN BY CORPORATION
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO:

.....William H. Gorham, Esquire.....
GOODWIN, PROCTER & HOAR
.....28 State Street.....
Boston, Massachusetts 02109

Telephone.....523-5700.....

Filing Fee \$30.00

Copy Mailed 8-17-79

OK
lw

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary**ID Number: 001410010**[Request certificate](#)[New search](#)**Summary for: NORTH HILL NEEDHAM, INC.****The exact name of the Nonprofit Corporation:** NORTH HILL NEEDHAM, INC.**The name was changed from:** LIVING CARE VILLAGES OF MASSACHUSETTS, INC. **on** 01-26-2009**Entity type:** Nonprofit Corporation**Identification Number:** 001410010**Old ID Number:** 000079369**Date of Organization in Massachusetts:**
08-01-1979**Date of Revival:****Last date certain:****Current Fiscal Month/Day:** 3 /31**Previous Fiscal Month/Day:** 12/31**The location of the Principal Office in Massachusetts:**

Address: 865 CENTRAL AVE.

City or town, State, Zip code, NEEDHAM, MA 02492 USA
Country:**The name and address of the Resident Agent:**

Name:

Address:

City or town, State, Zip code, MA
Country:**The Officers and Directors of the Corporation:**

Title	Individual Name	Address	Term expires
PRESIDENT	JOSEPH FRIAS		NA
TREASURER	PATRICIA PAULIN		NA
SECRETARY	MICHELLE HOULIHAN		NA
CEO	JOSEPH FRIAS		NA

VICE-CHAIRMAN	NANCY HOFFMANN	[REDACTED]	2024
CHAIRMAN	SUSAN MELLACE	[REDACTED]	2025
CLERK	MICHELLE HOULIHAN	[REDACTED]	NA
DIRECTOR	PAUL GRAZEWSKI	[REDACTED]	2025
DIRECTOR	SAVA BERHANE MA	[REDACTED]	2024
DIRECTOR	KEVIN GRIMES	[REDACTED]	2024
DIRECTOR	PAUL WATANABE	[REDACTED]	2024
DIRECTOR	KATHERINE BABSON JR.	[REDACTED]	2024
DIRECTOR	RUSSELL V. CORSINI JR.	[REDACTED]	NA
DIRECTOR	DAVID HANSEN	[REDACTED]	2025
DIRECTOR	FRANCIS NEMIA	[REDACTED]	2026
DIRECTOR	RICHARD W. DAVIS	[REDACTED]	2026
DIRECTOR	JULIA RAGLAND MD	[REDACTED]	2024
DIRECTOR	SUZANNE BARTH	[REDACTED]	2026
DIRECTOR	TINA VASCONCELLES	[REDACTED]	2025
DIRECTOR	HOWARD RUBIN	[REDACTED]	2024
DIRECTOR	SARAH CREED	[REDACTED]	2025
DIRECTOR	WALTER ARMSTRONG	[REDACTED]	2026

DIRECTOR	AMY REICH WEIL	[REDACTED]	2024
DIRECTOR	MAURICE HANDEL	[REDACTED]	2024

☐ Consent ☐ Confidential Data ☐ Merger Allowed ☐ Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

ALL FILINGS
Annual Report
Application For Revival
Articles of Amendment
Articles of Consolidation - Foreign and Domestic
Articles of Consolidation - Domestic and Domestic

▲
▼

View filings

Comments or notes associated with this business entity:

New search



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

Jean M. Lorizio, Esq.
Chairman

BENEFICIAL INTEREST DISCLOSURE EXEMPTION REQUEST

Entity Name:

Application Contact

Name:

Phone:

Email:

The Applicant is seeking an exemption from disclosure under M.G.L. c. 138, §§ 15A & 23 for the following individuals and/or entities (use additional pages if necessary):

		% of ownership in license	Control over operation of license	
Name:	See Exhibits attached hereto.		☐ Yes	☒ No
Name:			☐ Yes	☐ No
Name:			☐ Yes	☐ No
Name:			☐ Yes	☐ No
Name:			☐ Yes	☐ No
Name:			☐ Yes	☐ No
Name:			☐ Yes	☐ No

The Applicant is seeking an exemption from disclosing to the Licensing Authorities the following regarding the above-named individuals and/or entities (check all that apply):

- ☒ Criminal Offender Record Information ("CORI") Authorization Forms
- ☒ Beneficial Interest Form (Individual or Corporation)
- ☐ Identity of Individual(s) and/or Entities

Please attach a flow chart of the Applicant's organizational ownership structure, including the percentage of ownership for each person/entity. If an entity is a public corporation, please indicate that on the chart.

Please explain why an exemption from the disclosure requirements of M.G.L. c. 138, §§ 15A & 23, is being sought, including, but not limited to, a description of the hardship(s) posed in obtaining the required information from the individuals and/or entities, and any other information that the Applicant believes would be of assistance to the Commission in considering whether to grant an exemption to the disclosure laws (use additional pages, if necessary):

See Letter and Exhibit(s) attached hereto.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in this Exemption Request, and as such, affirm that all statement and representations therein are true to the best of my knowledge and belief.

Signature:

Thomas P Miller

Title:

Attorney

Date:

9/19/24

McDERMOTT, QUILTY, MILLER & HANLEY LLP

WWW.MQMHLAW.COM

28 STATE STREET, SUITE 802
BOSTON, MA 02109

September 19, 2024

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

RE: North Hill Needham, Inc. Beneficial Interest Disclosure Exemption Request

North Hill Needham, Inc. (the “Applicant”), respectfully requests exemption from the disclosure requirements under M.G.L. c. 138, §§ 15A & 23 for the Chairman and Vice-Chairman of the Board of Directors and the Board of Directors (collectively, the “Directors”) that hold a direct beneficial interest in the applying entity, as shown on the accompanying Business Entity Summary from the Secretary of the Commonwealth, attached hereto as Exhibit A. The Directors have no operational control over the License. Consequently, the Applicant is requesting a beneficial interest disclosure exemption as to those Directors listed in Exhibit A, which consists of individuals with no monetary interest in the license and no direct managerial control over the Applicant.

The Applicant is not requesting an exemption from disclosure of the Officers of the Applicant or the Manager of Record, who has operational and day to day control over the License. Information pertaining to Joseph Frias, President, Patricia Paulin, Treasurer, Michelle Houlihan, Clerk (collectively, the “Officers”) and Briana Tucker, Proposed Manager of Record has been disclosed in the Application for a New License and have provided a Criminal Offender Record Information (“CORI”) Request Form. Briana Tucker has direct oversight and control over the day-to-day business operations of the Applicant.

The Applicant is a continuing care retirement facility. The Board of Directors meets from time to time to provide an overall governance rooted in their fiduciary responsibility. The Board of Directors does not control the day-to-day operations of the University. As a result, requiring the CORI Authorization Forms and Beneficial Interest Forms for these individuals, who have no managerial control over the business operations or affairs of the licensee entity, would result in undue hardship upon the Applicant. As such, the Applicant has provided all required information and CORI Request Forms.

Finally, the Manager of Record and the Officers are familiar with the requirements for operating on-premises alcohol service.

Please contact our office with any questions or requests for further information as it related to this request.

Very truly yours,

Thomas P Miller

Thomas P. Miller, Esquire

tmiller@mqmlp.com

Tel: (617) 946-4600

Exhibit A

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

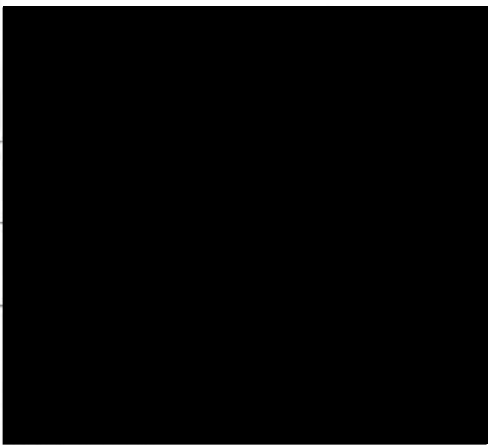
Business Entity Summary

ID Number: 001410010

[Request certificate](#)

[New search](#)

Summary for: NORTH HILL NEEDHAM, INC.

The exact name of the Nonprofit Corporation: NORTH HILL NEEDHAM, INC.			
The name was changed from: LIVING CARE VILLAGES OF MASSACHUSETTS, INC. on 01-26-2009			
Entity type: Nonprofit Corporation			
Identification Number: 001410010		Old ID Number: 000079369	
Date of Organization in Massachusetts: 08-01-1979		Date of Revival:	
Last date certain:			
Current Fiscal Month/Day: 3 /31		Previous Fiscal Month/Day: 12/31	
The location of the Principal Office in Massachusetts:			
Address: 865 CENTRAL AVE.			
City or town, State, Zip code, NEEDHAM, MA 02492 USA			
Country:			
The name and address of the Resident Agent:			
Name:			
Address:			
City or town, State, Zip code, MA			
Country:			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	JOSEPH FRIAS		NA
TREASURER	PATRICIA PAULIN		NA
SECRETARY	MICHELLE HOULIHAN		NA
CEO	JOSEPH FRIAS		NA

VICE-CHAIRMAN	NANCY HOFFMANN		2024
CHAIRMAN	SUSAN MELLACE		2025
CLERK	MICHELLE HOULIHAN		NA
DIRECTOR	PAUL GRAZEWSKI		2025
DIRECTOR	SAVA BERHANE MA		2024
DIRECTOR	KEVIN GRIMES		2024
DIRECTOR	PAUL WATANABE		2024
DIRECTOR	KATHERINE BABSON JR.		2024
DIRECTOR	RUSSELL V. CORSINI JR.		NA
DIRECTOR	DAVID HANSEN		2025
DIRECTOR	FRANCIS NEMIA		2026
DIRECTOR	RICHARD W. DAVIS		2026
DIRECTOR	JULIA RAGLAND MD		2024
DIRECTOR	SUZANNE BARTH		2026
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DIRECTOR	HOWARD RUBIN		2024
DIRECTOR	SARAH CREED		2025
DIRECTOR	WALTER ARMSTRONG		2026

DIRECTOR	AMY REICH WEIL		2024
DIRECTOR	MAURICE HANDEL		2024

☐ Consent
 ☐ Confidential Data
 ☐ Merger Allowed
 ☐ Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

- ALL FILINGS
- Annual Report
 - Application For Revival
 - Articles of Amendment
 - Articles of Consolidation - Foreign and Domestic
 - Articles of Consolidation - Domestic and Domestic

View filings

Comments or notes associated with this business entity:

New search

GOODWIN, PROCTER & HOAR LLP

COUNSELLORS AT LAW
EXCHANGE PLACE
BOSTON, MASSACHUSETTS 02109-2881

TELEPHONE (617) 570-1000
TELECOPIER (617) 227-8591

June 18, 1999

PRIVILEGED & CONFIDENTIAL

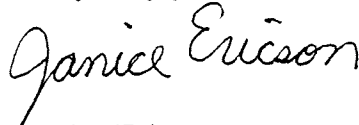
Jesse Lee
Executive Director
North Hill
d/b/a Living Care Villages
865 Central Avenue
Needham, MA 02192

Re: Babson Lease

Dear Ms. Lee:

I enclose for your records a copy of the entire Babson lease including the six amendments to it. Please give me a call at (617) 570-1142 if you require anything further.

Very truly yours,

A handwritten signature in cursive script that reads "Janice Ericson".

Janice Ericson
Secretary to James W. Nagle

Enclosures

DOCSB\597628.1

#1

LEASE

Lease made this 14th day of November, 1978, between BABSON COLLEGE, a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Landlord") and LIVING CARE SERVICES CORPORATION, a corporation organized under the laws of the State of Iowa (hereinafter called "Tenant").

Preliminary Statement

Landlord is the owner of a certain parcel of land in Needham, Norfolk County, Massachusetts consisting of approximately 59 acres off Forest Street, Central Street and East Militia Drive. Tenant is an Iowa corporation engaged in the business of construction and development of so-called "life care retirement communities." A life care retirement community is a facility for people aged 62 and over and consists of independent living units with standard apartment-type amenities, common social and recreational facilities such as a central dining room, library, convocation center and convenience shops and a health care center which is a licensed nursing home facility sufficient to accommodate the needs of the residents. Examples of life care retirement communities which the principals of Tenant have helped develop and plan are set forth in Exhibit "A" hereto.

Tenant intends to develop a life care retirement community on the Premises (hereinafter called the "Project") and obtain permanent financing for its construction. During the development phase, Tenant will bear the financial risks and responsibilities

RE 215
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10/12/78

for the Project. However, prior to the commencement of construction, it is Tenant's intention to assign this Lease and all Tenant's rights and liabilities in connection with the construction and management of the Project to a non-profit corporation to be formed pursuant to Chapter 180 of the General Laws of the Commonwealth of Massachusetts, or such similar statute (hereinafter called the "Sponsor"), which non-profit corporation shall assume all of Tenant's remaining obligations hereunder.

At the time of the execution of this Lease, there are certain conditions, set forth in Exhibits "C" and "D" hereof which must be satisfied prior to Tenant's commencing construction of the Project and paying any rental hereunder. It is the intention of the parties hereto that if these conditions are not satisfied within the requisite time periods set forth in Sections 2.3.1 and 2.3.2 hereof, then Tenant shall have no obligation to construct the Project and this Lease shall terminate and the parties hereto shall have no further recourse or liability against the other.

In consideration of the mutual promises and covenants of the parties hereto the parties do hereby agree as follows:

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 following data.

DATE: November ¹⁴/₄, 1978

PREMISES: A certain parcel of land with all improvements thereon on Forest Street, Central Street and East Militia Drive, Needham, Norfolk County, Massachusetts containing approximately 59 acres, being more particularly described in Exhibit "B" attached hereto.

LANDLORD: Babson College, a Massachusetts corporation

ORIGINAL ADDRESS OF LANDLORD: Babson Park, Massachusetts 02157

TENANT: Living Care Services Corporation

ORIGINAL ADDRESS OF TENANT: 

TERM: Fifty (50) years from the Commencement Date as defined in Section 2.2 hereof.

TENANT'S ARCHITECT: Engelbrecht/Rice/Griffin
525 Sixth, Des Moines, Iowa 50309

PUBLIC LIABILITY INSURANCE LIMITS:

Personal Property: \$100,000
Bodily Injury: \$5 Million

1.2 Exhibits The exhibits listed below are attached hereto and incorporated in this Lease by reference and are to be construed as a part of this Lease:

EXHIBIT A: Examples of Life Care retirement communities
EXHIBIT B: Description of Premises
EXHIBIT C: April 1, 1980 Conditions
EXHIBIT D: April 1, 1981 Conditions

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ARTICLE II

Premises and Term

2.1 Premises Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this lease, the Premises.

2.2 Term This Lease shall be effective from and after the date of execution by Landlord and Tenant of this Lease and shall terminate fifty (50) years after the "Commencement Date," (said date fifty years after the Commencement Date shall be hereinafter called the "Termination Date") unless sooner terminated as hereinafter provided. The Commencement Date shall be the first day of the calendar month next following the calendar month in which Phase I of the Project, as defined in Section 3.1(a) is deemed ready for occupancy. Phase I shall be deemed ready for occupancy on the earlier of (a) the date on which all Tenant's proposed improvements for Phase I together with the common facilities for access and service to the Premises have been substantially completed except for such items and adjustment of equipment and fixtures which can be completed after occupancy has been taken without causing substantial interference with the intended uses of the Premises, or (b) the date on which at least fifty (50) Phase I living units are occupied for their intended use. When the Commencement Date has been ascertained, the parties shall promptly execute an amendment to this Lease setting forth the said Commencement Date.

2.3 Permits and Approvals Upon the execution of this Lease and at the times deemed appropriate by Tenant thereafter, Tenant at its sole cost and expense shall apply for and use its best efforts to obtain all governmental and administrative approvals, permits and authorizations (including those set forth in Exhibit C and D hereof and any other approval, permit or authorization deemed necessary by the Tenant) for the construction of the Project. However, notwithstanding the above,

2.3.1 April 1, 1980 Conditions If the conditions described in Exhibit C hereof have not all been satisfied prior to April 1, 1980, this Lease and the term hereby demised shall terminate and come to an end as of midnight April 1, 1980, and the parties shall have no further liability hereunder; provided, however, if Tenant has reasonable cause to believe that all of the conditions set forth in Exhibit C hereof can be satisfied no later than October 1, 1980, then Tenant shall have, at Tenant's election by notice in writing to the Landlord on or before April 1, 1980, an additional period extending to October 1, 1980 to satisfy all of the conditions set forth in Exhibit C. If Tenant elects to extend the time for satisfaction of the conditions set forth in Exhibit C, as herein provided, and the conditions have not been satisfied by October 1, 1980, then this Lease shall terminate on midnight October 1, 1980 as and with the same result as aforesaid; and

2.3.2 April 1, 1981 Conditions If the conditions described in Exhibit D hereof have not all been satisfied prior to April 1, 1981, this Lease and the term hereby demised shall terminate and come to an end as of midnight April 1, 1981, and the parties shall have no further liability hereunder; provided, however, if Tenant has reasonable cause to believe that all of the conditions set forth in Exhibit D hereof can be satisfied no later than October 1, 1981, then Tenant shall have, at Tenant's election by notice in writing to the Landlord on or before April 1, 1981, an additional period extending to October 1, 1981 to satisfy all of the conditions set forth in Exhibit D. If Tenant elects to extend the time for satisfaction of the conditions set forth in Exhibit D, as herein provided, and the conditions have not been satisfied by October 1, 1981, then this Lease shall terminate on midnight October 1, 1981 as and with the same result as aforesaid.

ARTICLE III

Construction

3.1 Plan Approval On or before April 1, 1979, Tenant shall, at Tenant's sole cost and expense, cause to be prepared and delivered to Landlord for Landlord's approval two sets of outline preliminary plans and specifications (hereinafter called the "Preliminary Plans") which Preliminary Plans will set forth, fix and describe the size, height, character and location of all proposed buildings and improvements and describe all structural, mechanical and electrical systems, materials and

such other essentials as may be appropriate, floor plans, elevations, design sections, proposed landscaping, exterior lighting, roads, fences and parking lots. Notwithstanding the provisions of Section 5.1.2.(b) hereof, the Preliminary Plans shall also include setbacks for all proposed improvements. In addition, Tenant's proposed improvements on the Premises (hereinafter called "Tenant's Work") as outlined on the Preliminary Plans shall be clearly delineated into two phases to be hereinafter called "Phase I" and "Phase II", and shall consist of the following:

(a) Phase I - a minimum of 250 living units, the health care center and all common areas, facilities and appurtenances for access and service to said living units and health center.

(b) Phase II - the remainder of Tenant's proposed improvements on the Premises not included within Phase I. Landlord shall review the Preliminary Plans and shall, within thirty (30) days of their delivery, notify Tenant of Landlord's approval or rejection of the Preliminary Plans. Landlord shall evidence approval of the Preliminary Plans by initialling one set and returning them to Tenant. Landlord's failure to notify Tenant within thirty (30) days after receiving the Preliminary Plans shall be deemed an approval of the Preliminary Plans. Landlord's rejection of the Preliminary Plans shall be accompanied by a detailed list of objections together with a statement of what changes in the Preliminary Plans would make them accept-

able to Landlord. In the event of a rejection of the Preliminary Plans, Tenant shall make reasonable modification to the Preliminary Plans and resubmit them to Landlord for its approval until such time as Landlord either approves said modified Preliminary Plans or Landlord fails to respond in writing within thirty (30) days after receiving the modified Preliminary Plans. Landlord covenants not to unreasonably withhold or delay its plan approval.

3.2 Construction Tenant shall notify Landlord when all the conditions set forth in Exhibits C and D have been satisfied and shall commence construction of Phase I on the Premises not later than six (6) months after the satisfaction by Tenant of all conditions set forth in Exhibits C and D hereof. Tenant shall use its best efforts to substantially complete Phase I within eighteen (18) months after the commencement of Tenant's Work, which time shall be extended equal to that of any delays due to governmental regulations, unusual scarcity of or inability to obtain labor, equipment or materials, labor difficulties, casualty or other causes reasonably beyond Tenant's control. In addition, Tenant shall have the right but not the obligation to commence and complete all or a portion of Phase II on the Premises at any time and from time to time during the Term. All Tenant's Work shall be substantially in accordance with (a) the Preliminary Plans approved by Landlord and (b) the working drawings and specifications prepared by Tenant in conformity to and consistent with the intent of the approved Preliminary Plans as the same are from time to time amended and revised by Tenant with Landlord's

consent, which consent shall not be unreasonably withheld or delayed, but only to the extent such consent may be required under this Section 3.2. If, subsequent to Landlord's approval of Tenant's Preliminary Plans, Tenant desires changes in the Preliminary Plans or working drawings and specifications which materially affect the design concept of the Preliminary Plans or desires additions thereto which materially affect the design concept of the Preliminary Plans (which changes and additions are hereinafter called "revisions"), the Tenant shall serve upon the Landlord a statement of the revisions, submitting with such statement the appropriate plans and specifications showing in detail the revisions requested and, unless within twenty (20) days after receipt of such plans and specifications from the Tenant the Landlord shall give notice that it does not approve such revisions, such revisions desired by the Tenant shall be deemed approved by Landlord. Landlord's rejection of the revisions shall be accompanied by a detailed list of objections together with an indication of what changes on the revisions would make them acceptable to Landlord. Any controversy in the approval process of any revisions shall be submitted to arbitration in accordance with Section 12.1 hereof in which event the time for completion of Phase I shall be postponed to the extent that construction is delayed due to said arbitration. The Landlord covenants not unreasonably to withhold or delay its approval of such revisions. Other changes respecting work or materials, not having a material affect on the design concept of

the Preliminary Plans, may be made in the Preliminary Plans or the final plans and final specifications at any time without the approval of the Landlord.

3.3 Approvals Any required approval, governmental or administrative permit or authorization deemed necessary by Tenant hereunder may be applied for in the name of the Landlord, if required. In any event the Landlord agrees reasonably to cooperate with the Tenant, at Tenant's expense, in obtaining any required approval, permit or authorization. For purposes of this Lease, an approval or disapproval shall be deemed to have been obtained when the time for further review thereof by the appropriate court of competent jurisdiction or administrative body has expired.

3.4 General Provisions Applicable to Construction All Tenant's Work required or permitted by this Lease to be performed by Tenant, shall be done in a good and workmanlike manner, employing materials of good quality, and in compliance with all applicable laws, permits, licenses and agreements with the Town of Needham, and all applicable ordinances, regulations and orders of governmental authority and insurers of the Premises. Landlord may inspect the Tenant's Work at reasonable times and shall promptly give notice of observed defects. In no event shall Landlord have any obligation or responsibility for any defect in Tenant's Work or for failure to notice an unobserved defect. Tenant's obligations under Section 3.2 shall be deemed to have been conclusively performed when Tenant's Architect issues and delivers to Landlord a certificate of completion that

Tenant has performed all such obligations except for items stated in such certificate to be incomplete or not in conformity with such requirements; provided, however, that if Landlord by notice to Tenant within ten (10) business days after receipt of said certificate of completion, disputes the contents thereof, the dispute shall be submitted to arbitration in accordance with Section 12.1 hereof. Within six (6) months after the issuance of said certificate of completion, Tenant shall deliver to Landlord a copy of the final "as built" plans showing Tenant's Work. Prior to the commencement of Tenant's Work, Tenant shall furnish Landlord with performance, payment and lien bonds for each prime contractor guaranteeing Landlord and any Leasehold Mortgagee the timely performance of that part of Tenant's Work being performed by the prime contractor and further guaranteeing the full and complete payment by the Tenant of all costs, charges and expenses of that part of Tenant's Work being performed by the prime contractor.

3.5 Property All structures or other improvements, fixtures and equipment constructed or placed on the Premises by Tenant shall be the property of Tenant prior to the Commencement Date and during the Term. Upon the termination of this Lease, whether by lapse of time or otherwise, all such buildings, structures and improvements and any fixtures permanently affixed to the Premises shall become the property of the Landlord.

ARTICLE IV

Rent

4.1 Minimum Net Rent Tenant covenants and agrees to pay Landlord, at the original address of Landlord or at such other

place or places as the Landlord may by notice in writing to Tenant direct, Minimum Net Rent for the Term in the amount of One Million Twenty-Six Thousand Dollars (\$1,026,000), due and payable as set forth below, it being the intention of the parties that Tenant shall pay the entire Minimum Net Rent for the Term in or within five (5) years from the Commencement Date;

(a) The sum equal to the product of One Million Twenty-Six Thousand Dollars (\$1,026,000) multiplied by a fraction, the numerator of which is the number of living units (e.g., efficiency, studio, one, two or three bedroom unit containing kitchen and lavatory facilities -- does not include common area lounge or facility or any room, lounge or facility in the health care center) in Phase I (which number shall, in no event, be less than 250 or exceed 375) and the denominator of which is 375, shall be due and payable thirty (30) days after the Commencement Date; and

(b) The balance of the Minimum Net Rent shall be due and payable as follows:

(i) If Tenant has commenced construction of Phase II prior to the Commencement Date, then the balance of the Minimum Net Rent shall be due and payable thirty (30) days after the Commencement Date; or

(ii) If Tenant has not commenced construction of Phase II prior to the Commencement Date, then the balance of the Minimum Net Rent shall be due and

payable upon the earlier of A) thirty (30) days after Tenant commences construction of Phase II; or B) five (5) years after the Commencement Date.

Under no circumstances shall there be any refund to Tenant of all or any portion of the Minimum Net Rent paid hereunder as a result of any early termination of this Lease or for any other reason.

4.2 Additional Rent In addition to the Minimum Net Rent, beginning on the date Tenant commences construction of Phase I (hereinafter called the "Construction Commencement Date") Tenant covenants and agrees to pay, as additional rent, all charges with respect to the Premises (except those charges specifically excluded under this Lease) including, without limitation, all real estate taxes, betterment assessments, insurance costs, and utility charges with respect to the Premises as provided in this Section 4.2. This Lease is a net lease and it is the intention of the parties that subsequent to the Construction Commencement Date, Landlord shall have the Minimum Net Rent herein reserved to it without deductions therefrom.

4.2.1 Real Estate Taxes Tenant shall pay, directly to the authority charged with collection thereof, all taxes levied or assessed by, or becoming payable to the municipality or any governmental authority having jurisdiction of the Premises, for or in respect of the Premises or which may become a lien on the Premises, for each tax period wholly included in the Term subsequent to the Construction Commencement Date, all such

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payments to be made not less than five (5) days prior to the last date on which the same may be paid without interest or penalty; provided that for any fraction of a tax period included in the Term subsequent to the Construction Commencement Date, at the beginning or end thereof, Tenant shall pay to Landlord, within ten (10) days after receipt of invoice therefor, the fraction of taxes so levied or assessed or becoming payable which is allocable to such included period. Tenant shall promptly, after payment thereof, furnish Landlord with reasonable evidence of each such payment. The Tenant may however contest in good faith, by appropriate proceedings, at the Tenant's expense, in the Landlord's and/or the Tenant's name, whenever necessary or desirable any such tax or charge and may either make such payment under protest or defer payment thereof provided that such non-payment does not immediately jeopardize Landlord's title to the Premises. Landlord agrees not to offer any objection and at the request of Tenant will cooperate in any appropriate proceedings and provided Tenant shall reimburse the Landlord for any expense or liability incurred thereby, the Landlord will execute any documents which may be necessary and proper for any such proceeding. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the taxes paid by Tenant under this Lease, such refund or rebate shall belong to Tenant. Any refunds received by Landlord shall be deemed received by Landlord in trust for Tenant and paid to Tenant forthwith. Nothing contained in this Lease shall, however,

require Tenant to pay any franchise, corporate, estate, inheritance, succession, capital levy or transfer tax of Landlord, or any income, profits or revenue tax or charge upon the rent payable by Tenant under this Lease. If at any time during the Term under the laws of the Town of Needham, Commonwealth of Massachusetts or of the United States there shall be adopted some other method of taxation of real estate as a substitute or modification in whole or in part for taxes on real estate, as now levied (hereafter collectively called "Substitute Taxes"), Tenant shall pay such Substitute Taxes as soon as the same shall be due and payable to carry out the intent of the parties. If the parties cannot agree whether such Substitute Taxes are in substitution or modification in whole or in part for taxes on real estate, as now levied or on the extent to which Tenant should bear the cost of such Substitute Taxes, the matter shall be submitted to arbitration by the parties in accordance with the provisions of Section 12.1.

4.2.2 Betterment Assessments Tenant shall pay, directly to the authority charged with the collection thereof, each installment of any public, special or betterment assessment levied or assessed by or becoming payable to any municipality or other governmental authority having jurisdiction of the Premises, for or in respect of the Premises for each installment period partially or wholly included in the Term subsequent to the Construction Commencement Date, all such payments to be made not less than five (5) days prior to the last date on which the same

may be made without interest or penalty; provided that for any fraction of an installment period included in the Term subsequent to the Construction Commencement Date, at the beginning or end thereof, Tenant shall pay to Landlord, within ten (10) days after receipt of invoice therefor, the fraction of such installment allocable to such included period. Tenant may elect to pay any such assessment in installments over the longest period permitted by law. Tenant shall promptly after payment thereof furnish to Landlord reasonable evidence of each such payment. The Tenant may however contest in good faith, by appropriate proceedings, at the Tenant's expense, in the Landlord's and/or the Tenant's name, whenever necessary or desirable, the validity or amount of any assessment with respect to which Tenant is required to make payments and may either make such payment, protest or defer payment thereof, provided that such non-payment does not immediately jeopardize Landlord's title to the Premises. Any refunds received on account of any assessment paid by Tenant under this Lease shall belong to Tenant. Landlord shall cooperate with Tenant with respect to such proceedings so far as reasonably necessary. Landlord shall promptly furnish to Tenant a copy of any notice of any public, special or betterment assessment received by Landlord concerning the Premises.

4.2.3 Tax Fund Payments If any holder of a leasehold mortgage on the Premises requires Tenant to make tax fund payments to it, Tenant shall make such payments and all payments made by Tenant pursuant to this Section 4.2.3 shall to the

extent thereof relieve Tenant of its obligations under said Sections 4.2.1 and 4.2.2.

4.2.4 Insurance Tenant shall, as additional rent, pay for and maintain throughout the Term the following insurance protecting Landlord:

4.2.4.1 Fire Insurance Fire and extended coverage insurance in an amount at least equal to the full insurable value from time to time of all improvements from time to time on the Premises (not including, however, foundations, excavations and footings). Notwithstanding anything herein to the contrary, the amount of insurance shall be sufficient to avoid the effects of co-insurance in the event of partial loss.

4.2.4.2 Liability Insurance Comprehensive general public liability insurance insuring Landlord and Tenant against claims resulting from any injury to person or property which may be claimed to have occurred on the Premises or on the sidewalk or ways adjoining the Premises, in amounts which shall be at least equal to the limits set forth in Section 1.1; or such higher amounts as shall at the time be customarily carried by nursing homes or retirement communities in the Commonwealth of Massachusetts. Any controversy with respect to such higher limits shall be submitted to arbitration in accordance with Section 12.1 hereof.

4.2.4.3 Workmen's Compensation Insurance Workmen's compensation and employee's liability insurance covering any employee of the Tenant but excluding any independent agent, contractor or manager.

4.2.4.4 Fidelity Insurance Fidelity coverage against dishonest acts on the part of directors, managers, employees and volunteers responsible for handling funds belonging to or administered by Tenant, provided that the same is customarily available from insurance companies authorized to do business in the Commonwealth of Massachusetts. Notwithstanding anything herein to the contrary, said insurance shall not be required to be carried by Tenant prior to the Commencement Date.

4.2.4.5 Other Insurance Such other insurance (which may include but shall not be limited to product liability and medical malpractice insurance) as may, from time to time, be customarily carried by nursing homes or retirement communities doing business in the Commonwealth of Massachusetts; provided that any such other insurance be customarily available from insurance companies authorized to do business in the Commonwealth of Massachusetts. Any dispute as to the requirements of this Section 4.2.4.5 shall be submitted to arbitration in accordance with Section 12.1 hereof in which event compliance will be postponed until such determination is made. Notwithstanding anything herein to the contrary, such other insurance shall not be required to be carried by the Tenant prior to the Commencement Date.

4.2.4.6. Miscellaneous Requirements of Insurance Policies for insurance required under the provisions of this Article IV shall be obtained from responsible companies qualified to do business in the Commonwealth of Massachusetts and in good

standing therein. Tenant agrees, that upon demand, it will furnish Landlord with certificates of all such insurance ten (10) days prior to the Construction Commencement Date and certificates of each renewal policy at least thirty (30) days prior to the expiration of the policy it renews. Each such policy shall be non-amendable and non-cancellable with respect to the interest of Landlord without at least ten (10) days prior written notice thereto. In the event provision for any such insurance is to be by a blanket insurance policy, the policy shall allocate a specific and sufficient amount of coverage to the Premises.

4.2.4.7 Waiver of Subrogation All insurance which is carried by either party with respect to the Premises, whether or not required, (if it can be so written, and if it does not result in additional premium, or if a requesting party hereto agrees to pay and does pay any additional premium) shall name Landlord and Tenant and any holder of a leasehold mortgage as the insureds, as their respective interests may appear, in accordance with the provisions of this Lease and all such insurance shall deny to the insurer acquisition by subrogation of rights of recovery against the other party to the extent such rights have been waived by the insured party prior to the occurrence of loss or injury, insofar as, and to the extent that such provisions may be effective without making it impossible to obtain insurance coverage from responsible companies qualified to do business in the Commonwealth of Massachusetts and so long as no extra premium may result therefrom, or if an extra premium

shall be charged therefor so long as the other party pays such cost. Each party shall be entitled to have duplicates or certificates of any policies containing such provisions. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions.

4.2.4.8 Additional Insurance Requirements The proceeds of any such insurance policy in the event of an insured casualty loss shall be payable and applied to Tenant's restoration and repair or distributed to the parties in accordance with Article VIII hereof. All such policies shall provide that any losses thereunder shall be adjusted with the Tenant and holder of a leasehold mortgage, if any, and if there is no holder of a leasehold mortgage, then with Tenant and Landlord.

4.2.5 Utilities Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, electricity, telephone and other utilities or services used or consumed on the Premises during the Term.

4.2.6 Other Payments to Landlord In addition to all other payments required to be made by Tenant herein, Tenant agrees to pay Landlord, as additional rent, a sum equal to any increase in the real estate taxes for or in respect of the Premises allocable to the period commencing with the date of this Lease to the Construction Commencement Date, attributable to the rezoning of the premises for the development of the

Project. It is understood and agreed that Tenant shall pay Landlord a sum equal to only that portion of any such increase in real estate taxes attributable to an increase in the assessed valuation of the Premises resulting from the rezoning of the Premises, if any, and not to that portion, if any, of any such increase attributable to either an increase in the present tax rate or a general change in the method of assessing vacant land by the appropriate municipal or governmental authority. Such amount shall be paid within thirty (30) days after notice and demand thereof by Landlord, which notice shall include the submission by Landlord of a receipted tax bill and a statement setting forth the amount due. Tenant shall have the right to contest any increased assessment in the same manner as provided in Section 4.2.1. Any controversy in determining the amount due under this Section 4.2.6. shall be submitted to arbitration in accordance with Section 12.1. hereof.

ARTICLE V

Tenant's Additional Covenants

5.1 Affirmative Covenants Tenant covenants at its expense at all times during the Term and such further time as Tenant occupies the Premises or any part thereof:

5.1.1 Perform Obligations To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Minimum Net Rent and Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

5.1.2 Use That the Premises shall be used and occupied only as a community for the elderly, which community

may include independent living units, common area facilities, the health care center and all other accessory uses for access and service to the community, and shall be subject to the following restrictions, covenants and conditions:

(a) the Project shall not consist of more than 375 independent living units and the health care center shall not have more than 100 health care beds.

(b) no part of any principal building or parking area shall be located or maintained on the Premises within 200 feet of the boundary line of any public street or way bordering the Premises;

(c) all improvements constructed by the Tenant on the Premises, including principal buildings, parking areas and driveways, shall not cover more than twenty-five (25%) per cent of the total ground area of the Premises;

(d) no signs shall be displayed on the Premises without written permission of the Landlord, which permission shall not be unreasonably withheld or delayed;

(e) Tenant shall maintain the Premises, including frontage on Central Street, Forest Street and East Militia Drive in a neat condition and shall be responsible for removing all litter at least at weekly intervals;

(f) Tenant shall use reasonable efforts to assure that interior and exterior noise levels never become excessive.

5.1.3 Repair and Maintenance Except as otherwise provided in Articles VIII or IX hereof, to keep the Premises (including, without limitation, the exterior and structure and all improvements thereon and all heating, plumbing, electrical, air-conditioning, mechanical and other fixtures and equipment therein, signs, roads and parking lots) in a good and tenantable condition, reasonable use, wear and tear, and loss by fire, casualty, Acts of God or eminent domain taking only excepted; and keep reasonably free of snow and ice the roofs and all surfaced roadways, walks, and parking and loading areas; and to make all repairs and replacements and to do all other work necessary for the foregoing purposes.

5.1.4 Additions and Alterations Except for Tenant's Work, not to make exterior alterations or additions to the Premises, or interior alterations or additions to the Premises costing more than One Hundred Thousand (\$100,000.00) Dollars in any one instance, without Landlord's consent, which shall not be unreasonably withheld or delayed.

5.1.5 Compliance With Law To use the Premises in compliance with all applicable laws, permits, licenses and agreements with the Town of Needham and all applicable ordinances, regulations and orders of governmental authority and insurers of the Premises; to make all repairs, alterations, additions or replacements to the Premises required by any law, ordinance, license or permit or any order, regulation or agreement of any public authority by reason of Tenant's use of the Premises; to

keep the Premises equipped with all safety appliances so required; and to comply with the orders and regulations of all governmental authorities; except that nothing herein shall require Tenant to make structural repairs, alterations, additions or replacements costing more than One Hundred Thousand (\$100,000.00) Dollars in any one instance unless occasioned by the misuse of the Premises by Tenant or unless the failure to make such repairs, alterations, additions or replacements will result in subjecting Landlord to civil or criminal liability. Tenant may, in any event, defer compliance so long as the validity of any such law, ordinance, permit, license, order or regulation shall be contested by Tenant in good faith and by appropriate legal proceedings.

5.1.6 Payment for Tenant's Work To pay promptly when due the entire cost of any work to the Premises undertaken by Tenant and to remove after notice thereof all liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workman-like manner, employing materials of good quality and complying with all governmental requirements and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

5.1.7 Indemnity From and after the Construction Commencement Date, to assume exclusive control of the Premises, and all tort liabilities incident to the control or leasing thereof, and to defend, indemnify and save Landlord harmless from all injury, loss, claim or damage to or of any person or

property while on the Premises arising from any omission, fault, negligence or other misconduct of any person whatsoever, except that Landlord shall in no event be indemnified or held harmless under this Lease from any liability to Tenant or any other person for any injury, loss, claim or damage to or of any person or property caused by the negligence or misconduct of Landlord, its agents, servants or employees.

5.1.8 Landlord's Right to Enter To permit Landlord and its agents to enter into and examine the Premises at reasonable times during business hours after reasonable notice from Landlord to Tenant requesting the same.

5.1.9 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, 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, by theft or from any other cause, no part of said loss or damage is to be charged to or to 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, claim or damage to or of any person or property to the extent prohibited by law.

5.1.10 Yield Up Except as otherwise provided in Articles VIII and IX, at the expiration of the Term, or earlier termination of this Lease, to peaceably yield up and surrender the Premises including all improvements constructed by Tenant thereon, except for movable trade fixtures and personal property owned by the Tenant or any resident of the retirement community, in the same order and repair in which Tenant is obligated to keep and maintain the Premises during the Term under the provisions of this Lease and to remove all personal property of the Tenant. Any property not removed by Tenant at the expiration of the Term, or earlier termination of the Lease, at the election of Landlord shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine. Notwithstanding the above, in the event of an early termination of this Lease pursuant to Section 11.1 hereof, Tenant agrees to yield and surrender to Landlord all personal property of the Tenant located on the Premises.

5.1.11 Charles River Association for Retarded Citizens To use reasonable efforts to live in harmony with Charles River Association for Retarded Citizens; provided, however, that no breach by Tenant of this covenant shall be considered a default for the purposes of Article XI of this Lease.

5.1.12 Obligations to Life Care Residents Landlord and Tenant acknowledge that during the term of this Lease, Tenant intends to enter into so-called life care residency agreements with residents of the Project which agreements will

contain obligations on the part of Tenant to make available and provide a living unit and certain services and utilities for the lifetime of such resident. As a result of these obligations on the part of the Tenant, Landlord and Tenant agree that within twenty-five (25) years after the Commencement Date of this Lease, Landlord and Tenant shall explore the possibility of a further extension of this Lease, upon such terms and conditions as they may agree upon. If Landlord and Tenant cannot agree on any such extension within the said twenty-five (25) year period, Tenant agrees not to execute any life care residency agreement without first having presented a program to Landlord for Landlord's approval, which approval shall not be unreasonably withheld or delayed, indicating the manner in which Tenant proposes to fulfill Tenant's obligations contained in residency agreements after the Termination Date. In the event that Landlord and Tenant are able to agree on an extension of the term of this Lease, the time for obtaining Landlord's approval for such program shall be extended for a period equal to the period of any such extension of this Lease. In any event, Tenant agrees that upon the Termination Date, Tenant shall make adequate arrangements for any resident of the Project for whom Tenant has continuing obligations after the Termination Date pursuant to any residency agreement.

ARTICLE VI

Assignments, Subletting and Mortgaging

6.1 Assignment During the term, Tenant may from time to time assign this Lease in whole or in part to:

(a) the Sponsor or any holder of a leasehold mortgage or nominee thereof, and thereafter by those holding by, through or under such holder, without the prior written consent of Landlord; or

(b) any other person or entity, with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed;

provided, that the assignee, in either event, shall simultaneously agree in writing to assume and perform all the terms, covenants, conditions and agreements imposed upon Tenant by this Lease and provided further that (except in the event of an assignment of this Lease to a holder of a leasehold mortgage upon foreclosure and thereafter by those holding by, through or under such holder) the assignee (other than the holder of a leasehold mortgage or one holding by, through or under a holder) agrees in writing to assume and perform all of the terms, covenants, conditions and agreements imposed by any other written agreements between Landlord and Tenant relating to this Lease or the Premises. Upon delivery to Landlord of a written assumption of all such terms, covenants, conditions and agreements, Tenant shall be relieved to the extent of such assumption of all liability and obligations hereunder and under any other such agreements and Landlord agrees to execute a release of Tenant from such assumed liabilities and obligations satisfactory in form and substance to Tenant. Any assignment hereunder shall be expressly subject to the terms of this Lease.

6.2 Subletting and Mortgaging Tenant may from time to time sublet the Premises in part upon terms consistent with the Lease, but Tenant shall remain primarily liable for all of the terms, conditions and provisions of this Lease. In addition, Tenant may from time to time enter into management contracts, residency agreements, concessions or licenses consistent with the operation of the Premises for any Permitted Use, all of which shall be subject to this Lease, without the prior written consent of Landlord, except that after thirty-five (35) years from the Commencement Date, no such residency agreement which is likely to remain in effect beyond the termination of this Lease shall be entered into by Tenant without its containing a provision specifically stating that on the Termination Date, Landlord will repossess the Premises and have no obligation to provide any of the services contained in said residency agreement, without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant may from time to time mortgage or pledge Tenant's interest in this Lease subject to the provisions of Article VII hereof.

ARTICLE VII

Financing of Premises

7.1 Landlord's Covenants Landlord hereby covenants and agrees that during the Term of this Lease, Landlord shall not have the right or power to mortgage or otherwise create any security or other lien or encumbrance upon or affecting the fee interest or equity of redemption in the Premises, or buildings,

improvements, fixtures, equipment or other property thereon, or any part thereof, at any time and from time to time.

7.2 Leasehold Mortgages Tenant is hereby given the right by Landlord in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its entire interest in this Lease under one or more Leasehold Mortgages and/or under a purchase money first or second Leasehold Mortgage, in connection with any sale of such interest (hereinafter called a "Leasehold Mortgage"), and assign this Lease as collateral security for any such Leasehold Mortgage, upon the condition that all rights acquired under a Leasehold Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this Lease, except as provided in this Article VII and Article XI. If Tenant shall mortgage this leasehold, or any part or parts thereof, and if any holders of any such Leasehold Mortgage (hereafter called a "Lender") shall, within thirty (30) days of its execution, send to Landlord a true copy thereof, together with a written notice specifying the name and address of the Lender and the pertinent recording date with respect to any such Leasehold Mortgage, Landlord agrees that during the term of this Lease so long as any such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by any such Lender to Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without the prior consent in writing of such Lender;

(b) Landlord shall, upon giving Tenant with any notice of default, simultaneously mail a copy of such notice to the Lender. The Lender shall thereupon have the same period, after receipt of such notice upon it, to remedy or cause to be remedied the defaults complained of, as Tenant may have hereunder, and Landlord shall accept such performance by or at the instigation of such Lender as if the same had been done by Tenant;

(c) Anything herein contained notwithstanding, while any such Leasehold Mortgage remains unsatisfied of record, or until written notice of satisfaction is given by the Lender to Landlord, if any default shall occur which, pursuant to any provision of this Lease, entitles Landlord to terminate this Lease, and if before the expiration of thirty (30) days from the date receipt of notice of election to terminate upon such Lender, such Lender shall have notified Landlord of its desire to nullify such notice and shall have paid to Landlord all rent and additional rent and other payments herein provided for which are then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Lease, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such

event Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect;

(d) If the Landlord shall elect to terminate this Lease by reason of default of Tenant, any Lender shall not only have the right to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than six (6) months; provided that such Lender shall cure or cause to be cured any then existing money defaults and pay the rent, additional rent and comply with and perform all of the other terms, conditions and provisions of this Lease on Tenant's part to be complied with and performed, other than past non-monetary defaults, and provided further that any such Lender shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or otherwise and shall prosecute the same to completion with all due diligence, and shall thereafter use its best efforts to cure said default with reasonable diligence. If at the end of said six (6) month period the Lender shall be actively engaged in steps to acquire or sell Tenant's interest herein, the time for said Lender to comply with the provisions of this Section 7.2(d) shall be extended for such period as shall be reasonably necessary

to complete such steps with reasonable diligence and continuity;

(e) Landlord agrees that the name of any Lender may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and that any such Leasehold Mortgage or collateral document shall so provide;

(f) The proceeds from any insurance policies or arising from a condemnation are to be held by any Lender and distributed pursuant to the provisions of this Lease;

(g) The Lender shall be given notice of any arbitration proceedings by the parties hereto, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that the Lender shall not elect to intervene or become a party to such proceedings, the Lender shall receive notice of, and a copy of any award or decision made in said arbitration proceedings;

(h) In the event of the foreclosure of such Leasehold Mortgage, the Lender or subsequent owners will be liable only on obligations under lease covenants during each respective ownership of the Leasehold; and

(i) Landlord shall, upon request, execute, acknowledge and deliver to each Lender, an agreement prepared at the

sole cost and expense of Tenant, in form satisfactory to such Lender, between Landlord, Tenant and Lender, agreeing to all of the provisions of this Section 7.2. The term "Leasehold Mortgage", whenever used in this Section 7.2, shall include mortgages as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code.

ARTICLE VIII

Casualty

8.1 Destruction In the event that, at any time during the term of this Lease, the buildings and improvements on the Premises shall be wholly or partly destroyed or damaged by fire or other casualty insured against by the insurance required by this Lease to be carried by Tenant, then Tenant shall restore the same within a period of time which under all prevailing circumstances shall be reasonable; provided, however, the Tenant shall not be obligated to expend any amount in excess of the net amount of such insurance proceeds available to and received by Tenant for such purposes. The net amount of such insurance proceeds shall be devoted to such restoration (hereinafter called the "Work"), and to that end all such policies of fire insurance and extended casualty shall provide that loss, if any, shall be paid to the Lender, as insurance trustee and it is hereby agreed that all insurance monies collected upon any policies covering any improvement made on the Premises shall be paid over to Lender and shall be held by it and applied as hereinafter provided. Such proceeds

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shall be paid out from time to time to Tenant as the Work progresses, upon the written request of Tenant which shall be accompanied by a certificate of a licensed architect in charge of the Work stating that the sum requested is due to the contractors, sub-contractors, materialmen, laborers, engineers, architects or other persons, firms or corporations rendering services or materials in connection with the Work, or is required to reimburse Tenant for expenditures made by Tenant in connection with the Work and, when added to all sums previously paid out by such Lender to Tenant on account of the Work, does not exceed the cost of the Work done to the date of such certificate. Upon the completion of the Work and payment in full therefor by Tenant, such Lender shall turn over to Tenant, upon submission of proof reasonably satisfactory to such Lender that the Work has been paid for in full, any insurance money then remaining and such other sums, if any, deposited with such Lender for payment of restoration costs, then remaining in the hands of such Lender. If at the time of such loss or damage there shall not be a Lender on the Premises and this Lease is not terminated pursuant to the provisions of Sections 8.2, such proceeds shall be used for the repair, reconstruction or rebuilding of the Project as set forth in this Section 8.1. Such proceeds shall be paid into an escrow deposit account with a national bank or trust company in the Greater Boston, Massachusetts area, selected by Tenant, which has deposits of not less than One Hundred Million (\$100,000,000) Dollars which shall act as escrow agent. The

condition of the escrow shall be that all such proceeds so held shall be applied first to the costs, expenses and fees of such escrow, and, second, in the manner prescribed in this Section 8.1 substituting for reference to Lender, a reference to such escrow agent. The term "net amount of insurance proceeds" shall mean the gross amount thereof less the cost of collecting, holding and disbursing the same in accordance with the provisions of this Section 8.1, including without limitation, legal and appraisal fees.

8.2 Tenant's Right to Terminate Notwithstanding anything contained in this Lease or in Section 8.1 to the contrary, in the event that:

(a) there is damage or destruction to the buildings and improvements on the Premises not covered by insurance required by this Lease to be carried by Tenant in an amount exceeding ten (10) per cent of the replacement value thereof, immediately prior to such damage or destruction; or

(b) if there is an insured casualty loss to the buildings and other improvements on the Premises in an amount exceeding:

(i) thirty-five percent (35%) of the replacement value thereof, immediately prior to such damage, during or after the fortieth (40th) year after the Commencement Date of this Lease, or

(ii) fifteen percent (15%) of the replacement value thereof, immediately prior to such damage, during or after the forty-fifth (45th) year from the Commencement Date of this Lease, or

(iii) five percent (5%) of the replacement value thereof, immediately prior to such damage, during or after the forty-seventh (47th) year from the Commencement Date of this Lease,

then Tenant shall have the right to elect not to restore the Premises and in addition, may terminate this Lease by giving written notice of termination to Landlord on or before the date six (6) months after the occurrence of such damage or destruction, and upon the giving of such notice of termination, the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease, and neither party shall have any further rights or liabilities hereunder except as to any then existing defaults. In the event Tenant elects not to restore the Premises and/or terminates this Lease as provided in this Section 8.2, the net amount of insurance proceeds, if any, shall be assigned by Tenant to Landlord. Any dispute between the parties as to the fair market value of the improvements on the Premises or the distributions of said proceeds shall be subject to arbitration in accordance with Section 12.1 hereof.

ARTICLE IX

Eminent Domain

9.1 Eminent Domain If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, whether such taking be before or after completion of Tenant's Work, then this Lease shall automatically terminate as of the date that the Tenant is deprived of its practical use of the Premises.

9.2 Partial Taking In the event of a partial taking, as a result of which the remaining portion of the Premises and improvements thereon cannot in Tenant's reasonable determination be restored by the Tenant to an economically operable facility of a comparable kind and quality to the facility existing before the taking, with the condemnation awards received by Tenant, then this Lease, at Tenant's option, shall terminate as of the time when the Tenant is deprived of its practical use of the Premises. If the partial taking is such that the Tenant reasonably determines that the remaining Premises can be so restored, then, Tenant shall restore the same, but shall not be required to expend in such restoration any sum in excess of the proceeds received by Tenant from such partial taking, less the reasonable cost of obtaining the same and this Lease shall continue.

9.3 Rights of Parties Landlord and Tenant shall join and cooperate in a single action to recover the taking award. The aggregate net amount of the taking award after deducting expenses and costs of collection thereof, including attorneys' and appraisal

fees incurred in connection therewith, shall be prorated between Landlord and Tenant as their respective interests are affected, and the prorated issue shall be subject to arbitration in accordance with Section 12.1 hereof, if the parties dispute. If there is any Lender outstanding at the time that all or any part of the Premises are taken by eminent domain, any taking award and the distribution thereof to the parties shall be subject to the approval of the Lender. Notwithstanding the foregoing, Tenant hereby reserves such rights as it may have to recover damages or compensation for loss of trade fixtures, relocation expenses or any other like damages.

ARTICLE X

Landlord's Covenants

10.1 Landlord's Covenants Landlord covenants:

10.1.1 Quiet Enjoyment That Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hinderance or molestation by Landlord or anyone claiming by, through or under Landlord.

10.1.2 Power and Authority That, as of the date hereof, Landlord has the power and authority to execute and deliver this lease and to carry out and perform all covenants to be performed by it hereunder.

10.1.3 Title That, on or before December 1, 1978, Landlord shall furnish to Tenant, at Landlord's sole cost and expense, an attorney's certification of title with respect to the Premises in form and substance acceptable to a title insurance company of Tenant's choosing in order to enable said title insurance company to issue a title insurance policy insuring Tenant's marketable title in the leasehold estate created hereby and its right to use East Militia Road for access to and from the Project. If the attorney's certification of title or correspondent title insurance policy contains as an exception to title any encumbrance, lien, defect in title, lease, tenancy, easement or restriction which is not acceptable to Tenant in Tenant's sole discretion, Tenant shall have the right to terminate this Lease by notice to Landlord within thirty (30) days after receipt of said certification of title, and this Lease shall terminate without recourse to either party. Upon the issuance of said title insurance policy, Tenant agrees to hold Landlord harmless with respect to any claimed defect in title insured against by said title insurance policy.

10.1.4 Utility Easements That, with the prior consent of Landlord, which shall not be unreasonably withheld or delayed, Tenant shall have the right to enter into reasonable agreements with utility companies creating easements over the premises during the Term hereof in favor of such companies as are required in order to service the retirement community, and Landlord agrees to consent thereto and to execute any and all documents, agree-

ments and instruments, and to take all other actions in order to effectuate the same, all at Tenant's cost and expense. It is hereby agreed that with the prior written consent of Tenant, which shall not be unreasonably withheld or delayed, Landlord shall have the right, at its sole cost and expense, and provided the same can be done without significant interference with the operations of the Project, to run utility lines through the premises to serve other land of the Landlord and provided that Landlord shall restore the premises to their former condition.

10.1.5 Real Estate Taxes and Betterment Assessments

That, prior to the Construction Commencement Date, Landlord shall promptly pay when due all taxes and any public, special or betterment assessments levied or assessed by, or becoming payable to the municipality or any governmental authority having jurisdiction over the Premises for or in respect of the Premises for any time period prior to the Construction Commencement Date. Landlord shall have the same rights to contest and defer payment of said taxes or assessments as Tenant has under Section 4.2.1 and 4.2.2.

ARTICLE XI

Default Provisions

11.1 Events of Default Subject to the provisions of Article VII hereof, if any of the following events (hereinafter called "Events of Default") shall happen:

(a) If default shall be made in the payment of Minimum Net Rent, or additional rent payable under this Lease, when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days

after written notice from Landlord to Tenant specifying default; or

(b) If default shall be made by Tenant in the performance of any other covenant, condition or agreement herein contained on Tenant's part to be kept or performed, (other than Tenant's covenant contained in Section 5.1.11) and such default shall continue for a period of sixty (60) days after written notice from Landlord to Tenant specifying default, and stating that this Lease shall terminate if such default is not cured, and provided Tenant shall not cure such failure as provided in Section 11.2 hereof,

then, Landlord may, at its option, give to Tenant a notice of election to terminate this Lease upon a date specified in such notice, which date shall not be less than thirty (30) days after the date of receipt by Tenant of such notice from Landlord and upon the date specified in said notice, the leasehold estate hereby invested in Tenant shall cease and any and all other rights, title and interest of Tenant hereunder, shall likewise cease, without further notice or lapse of time, as fully and with like effect as if the entire Term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided. Simultaneously with the sending of the notice to Tenant, as hereinabove provided, Landlord shall send a copy of such notice to any persons or parties having an interest in the Premises that Tenant may have designated by written notice to Landlord. The curing of any defaults within the above time

limits by any of the aforesaid parties, or combination thereof, shall have the same effect as if Tenant had cured the same hereunder. Notwithstanding anything else in this Lease providing for grace periods to cure defaults, Tenant shall give prompt attention to the curing as soon as possible of any default which threatens the immediate health or safety of all or any of the residents of the Project. If Tenant shall fail to give prompt attention to the curing of any such default, Landlord may do whatever is necessary to cure such default and shall be entitled to recover from Tenant as additional rent all costs and expenses incurred in curing such default, provided that nothing contained in this paragraph shall be deemed to impose upon Landlord the duty to cure any such default or to reduce any applicable period given Tenant or any Leasehold Mortgagee to cure a default.

11.2 Tenant's Right to Cure In the event that Landlord gives notice of a default of such a nature that it cannot be cured within the sixty (60) day period provided for in Section 11.1 hereof, then so long as Tenant, after receiving such notice, commences to cure the default as soon as reasonably possible and with reasonable diligence takes all steps necessary to complete the same within a period of time which, under all prevailing circumstances shall be reasonable, then Landlord may not exercise any remedies for such default. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by any reason specified in Section 12.3 hereof. Notwith-

standing anything to the contrary contained in this Article XI, in the event that any default of Tenant shall be cured in any manner provided under this Lease, such default shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such default.

11.3 Rights of Landlord Upon any termination of the Term of this Lease pursuant to this Article XI or at anytime thereafter, Landlord may, in addition to and without prejudice to any other rights or remedies Landlord shall have at law or in equity, reenter the Premises and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income therefrom, without being deemed guilty of any manner of trespass or without prejudice to any other remedies Landlord may have for such default. Any such residents shall not be named or joined in any action or proceeding by Landlord under this Lease to recover possession of the Premises or for any other reason until the Termination Date. In the event of such early termination, Tenant shall pay to Landlord, the Minimum Net Rent and additional rent and all other charges required to be paid by Tenant through the time of such termination of this Lease and thereafter Tenant, until the Termination Date shall be liable to Landlord for and shall pay to Landlord, as liquidated damages for Tenant's default (hereinafter called the "Deficiency") (a) the equivalent of the amount of the Minimum Net Rent and the additional rent which would be payable under this Lease by Tenant if

this Lease were still in effect, less (b) the net proceeds of any income received from the Premises or of any rents received from any Lender after deducting all Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, alteration costs and expenses of preparation of such reletting. Tenant shall pay such Deficiency to Landlord monthly on the days on which the Minimum Net Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise. In addition to such Deficiency, Tenant shall remain liable to Landlord and Tenant hereby covenants and agrees that it will indemnify Landlord from and against any loss, damage or cost sustained by reason of any breach of this Lease.

11.4 Specific Performance Should Landlord seek recourse by any equitable remedy to enforce any of its rights hereunder, Tenant agrees to waive the defense that Tenant has an adequate remedy at law.

ARTICLE XII

Miscellaneous

12.1 Arbitration In the event of a dispute between Landlord and Tenant with respect to any matter specifically designated herein as a matter which may be submitted to arbitration, such dispute shall be arbitrated by arbiters appointed as follows: Landlord and Tenant shall each appoint a competent and impartial person as arbiter who shall have at least 10 years experience in

the Greater Boston area, in a calling connected with the subject matter of the arbitration. Notice of such appointment shall be given by each party to the other within fifteen (15) days of the date upon which notice is given by one party to the other demanding arbitration and the arbiters so appointed shall promptly appoint a competent and impartial person as a third arbiter who shall likewise have had 10 years experience in the Greater Boston area in such calling connected with the subject matter of the dispute. Any award that shall be made in such arbitration by the arbiters or majority of them shall be binding and shall have the same force and effect as a judgment made in a court of competent jurisdiction and both Landlord and Tenant shall have the right to apply to a court of competent jurisdiction for a decree, judgment or order upon such arbitration or award upon ten (10) days' notice to the other party. Each party agrees to use reasonable efforts to insure that such an award is made as promptly as possible. The fees, costs and expenses of arbitration, other than fees for attorneys of the parties, expert witnesses and other witness fees, shall be borne equally between the parties, unless the arbiters determine that some other division shall under the circumstances be more equitable.

12.2 Waivers Failure of Landlord or Tenant to complain of any act or omission of the other party, no matter how long the same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of

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this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same or of any other provision. No acceptance by Landlord of any partial payment shall constitute an accord and satisfaction, but shall be deemed only a part payment on account.

12.3 Force Majeure In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond the control of such party, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

12.4 Notices Every notice, approval, consent or other communication authorized or required by this Lease shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the original address of the parties set forth in Section 1.1, or such other address as either party may designate by notice given from time to time and in accordance with this Section 12.4. The rent payable by Tenant hereunder shall be paid to Landlord at the same place where notice to Landlord is herein required to be directed.

12.5 Certificates Each party shall, without charge, at any time and from time to time hereafter, within ten (10) days after reasonable written request of the other, certify by written instrument duly executed and acknowledged to any Lender or purchaser or proposed Lender or proposed purchaser, or any other person, firm or corporation specified in such request:

(a) As to whether this Lease has been amended and if so, the substance and manner of such amendment;

(b) As to whether this Lease is then in full force and effect;

(c) As to the existence of any default under this Lease;

(d) As to the existence of any offsets, counter-claims, or defenses thereto on the part of the requesting party;

(e) As to the commencement and expiration dates of the Term of this Lease;

(f) As to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding upon the party executing same.

12.6 Governing Law This Lease and the performance thereof shall be governed, interpreted, construed and regulated according to the laws of the Commonwealth of Massachusetts.

12.7 Partial Invalidity If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, with the application of such term or provision to such person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

12.8 Notice of Lease The parties hereto covenant and agree not to record this Lease with any applicable Registry of Deeds. The parties however will at any time, at the request of either of them, promptly execute duplicate originals of any instrument, in recordable form, which will constitute a short form notice of lease, setting forth the description of the Premises, the Term of this Lease and any other portion thereof required by law, excepting the rental provision.

12.9 Interpretation Wherever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders and vice a versa, as the context shall require. The section headings and Table of Contents used herein are for reference and convenience only and shall not enter into the interpretation hereof. The Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used

herein shall mean only the owner at the time of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant as the case may be.

12.10 Entire Agreement No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representation or agreement other than those contained in this Lease. This agreement shall not be modified or cancelled except in writing subscribed by all parties.

12.11 Broker Each party represents to the other that no broker, finder or other party who would be entitled to a commission has introduced Tenant to the Premises or to the Landlord except Mel Fryer whose commission shall be the responsibility of Tenant.

12.12 Parties Except as here and otherwise expressly provided, the covenants, conditions and agreements contained in

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this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD: BABSON COLLEGE

By Ralph Z. Benson

TENANT: LIVING CARE SERVICES CORPORATION

By Fred W. White
PRES.

EXHIBIT "A"

EXAMPLES OF LIFE CARE RETIREMENT COMMUNITIES
PLANNED AID DEVELOPMENT
WITH THE HELP OF THE PRINCIPALS OF TENANT

- (1) ARIZONA, Tempe (Phoenix) - Friendship Village
- COLORADO, Denver - Sunny Acres Villa
- (2) CONNECTICUT, New Haven - Whitney Center
- (3) FLORIDA, Tampa - Canterbury Tower
- (1) FLORIDA, Delray Beach - Abbey Delray
- (3) ILLINOIS, Schaumburg (Chicago) - Friendship Village
- IOWA, Davenport - Ridgcrest Village
- IOWA, Des Moines - Calvin Manor
- (3) IOWA, Des Moines - Heather Manor
- IOWA, Des Moines - Valley View Village
- IOWA, Iowa City - Oaknoll Retirement Residence
- (3) IOWA, Waterloo - Friendship Village
- KANSAS, Lenexa - Lakeview Village
- MICHIGAN, Allen Park - Inter-City Christian Manor
- (3) MICHIGAN, Jackson - Vista Grande Villa
- (3) MICHIGAN, Kalamazoo - Friendship Village
- (1) MINNESOTA, Bloomington (Minneapolis) - Friendship Village
- (2) MISSOURI, St. Louis - Friendship Village of South County
- (3) MISSOURI, St. Louis - Friendship Village of West County
- NEBRASKA, Lincoln - Eastmont Towers
- NEBRASKA, Omaha - Skyline Manor
- (3) NEW MEXICO, Sante Fe - El Castillo Retirement Residence
- NORTH CAROLINA, Hendersonville - Carolina Village

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- (2) OHIO, Columbus - Friendship Village
- (3) OHIO, Dayton - Friendship Village
- (3) WISCONSIN, Milwaukee - Friendship Village of Greater
Milwaukee

-
- (1) Being developed
 - (2) Under construction
 - (3) Operating under tenant's management

EXHIBIT B

A certain parcel of land in Needham, Norfolk County, Massachusetts containing approximately 59 acres, more or less, more particularly described as follows:

BEGINNING at a point in the westerly and southerly sideline of Forest Street at the northerly and easterly sideline of East Militia Road; thence

SOUTHEASTERLY
and EASTERLY:

along the southerly sideline of said Forest Street, three hundred ninety and 02/100 (390.02) feet, one hundred thirty-five and 52/100 (135.52) feet, sixty-four and 03/100 (64.03) feet, one hundred forty-eight and 31/100 (148.31) feet, two hundred ninety-five and 85/100 (295.85) feet, one hundred ninety-eight and 20/100 (198.20) feet, eighty-three and 93/100 (83.93) feet, one hundred seventy-seven and 45/100 (177.45) feet, one hundred seventeen and 71/100 (117.71) feet, and sixteen and 15/100 (16.15) feet, to a stone bound; thence

SOUTHERLY and
SOUTHWESTERLY:

along said Forest Street and along the westerly sideline of Central Avenue, three hundred eight and 28/100 (308.28) feet, two hundred five and 74/100 (205.74) feet, and seventy-one and 45/100 (71.45) feet; thence

SOUTHWESTERLY: by land now or formerly of Albert D. Hersey, three hundred sixty-eight and 18/100 (368.18) feet; thence

SOUTHERLY:

by land of said Albert D. Hersey, one hundred five and 50/100 (105.50) feet; thence

EASTERLY:

by land of said Albert D. Hersey, to a point being the northwest corner of Lot 1A on a plan entitled, "Plan of Land in Needham, Mass." dated August 25, 1966, Cheney Engineering Co. Inc., Needham, Mass. recorded with Norfolk Registry of Deeds as Plan No. 989 of 1966 in Plan Book 221; thence

- SOUTHERLY: along the westerly boundary of said Lot 1A, one hundred thirty and 22/100 (130.22) feet; thence
- EASTERLY: along the southerly boundary of said Lot 1A, three hundred twenty-three and 21/100 (323.21) feet, to a point on the westerly sideline of Central Avenue; thence
- SOUTHERLY: along the westerly sideline of said Central Avenue, one hundred forty-one and 86/100 (141.86) feet, two hundred twenty-two and 59/100 (222.59) feet, and fifty-two and 96/100 (52.96) feet; thence
- NORTHWESTERLY: by land now or formerly of Domenic R. Gherin-Ghelli and Alda M. Gherin-Ghelli, four hundred (400) feet; thence
- SOUTHWESTERLY: by land of said Domenic R. Gherin-Ghelli and Alda M. Gherin-Ghelli, six hundred forty-one and 97/100 (641.97) feet; thence
- NORTHWESTERLY: by land now or formerly of the United States of America, seven hundred eight and 93/100 (708.93) feet and one hundred thirteen and 27/100 (113.27) feet; thence
- SOUTHWESTERLY: by land of said United States of America three hundred fifty-three and 40/100 (353.40) feet; thence
- SOUTHEASTERLY: by land of said United States of America, three hundred twenty-one (321) feet; thence
- SOUTHWESTERLY: by land now or formerly of Babson Institute, thirty (30) feet; thence
- SOUTHEASTERLY: by land of said Babson Institute, two hundred fifteen (215) feet; thence
- NORTHEASTERLY: by land of said Babson Institute, thirty (30) feet; thence
- SOUTHEASTERLY: by land of said United States of America, two hundred thirty-five (235) feet to a point, thence continuing southeasterly to the easterly sideline of said East Militia Road; thence
- NORTHWESTERLY,
NORTHERLY and
NORTHEASTERLY: along the easterly sideline of said East Militia Road to the point of beginning.

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Said premises are leased together with the right to use East Militia Road for all purposes for which streets and roads are commonly used in the Town of Needham, including the right to install, maintain and repair utilities provided that the premises are restored to their former condition.

EXHIBIT C

April 1, 1980 Conditions

1. Amendment of the zoning map of the Town of Needham, Massachusetts, changing the Premises from a Single Residence (SR) district to an Apartment (A-2) district, or such other district which will permit the development of the Project containing three hundred seventy-five (375) living units.
2. Obtaining of all governmental approvals permitting the conduct of a life care retirement community on the Premises (including all primary and accessory uses connected therewith) substantially similar to the life care communities set forth in Exhibit A, which approvals shall include, but not be limited to the following: (a) the approval of each agency within the Commonwealth of Massachusetts having jurisdiction over the operation and/or construction of a retirement home and a health care or nursing unit; (b) the written approval from local zoning authorities permitting the proposed improvements and the proposed use of the property as a retirement home and a health care or nursing unit; (c) the obtaining of a certificate of need from the Department of Public Health of the Commonwealth of Massachusetts authorizing the construction and maintenance of a nursing care facility of a sufficient size to accommodate the retirement community.
3. The availability of suitable, as reasonably determined by Tenant, quality and quantity of water, storm sewer, sanitary water, gas, oil and electricity and sewer and sewage treatment facilities.
4. Such soil or compaction tests as Tenant may reasonably require disclosing that the condition of the soil will both reasonably support the improvements proposed to be constructed thereon with normal and conventional foundations and spreadfootings and not require unusual and extraordinary expenditures in order to construct such improvements.
5. Landlord's approval of the Preliminary Plans.

EXHIBIT D

April 1, 1981 Conditions

1. Obtaining in an amount and upon terms and conditions determined satisfactory by Tenant of adequate financing from a recognized institutional Lender or Lenders for the construction and operation of the Project and the maintenance of this Lease.
2. Obtaining of all authorizations, certifications and permits necessary pursuant to any applicable building code to construct the Project.
3. Obtaining commitments for a minimum of seventy (70%) per cent of the living units in Phase I from prospective residents of the life care retirement community.
4. Obtaining a determination letter from the Internal Revenue Service that the proposed Sponsor is exempt from taxation under Section 501(c) or (d) of the Internal Revenue Code or such section as may at the time be applicable.

FIRST AMENDMENT

FIRST AMENDMENT OF LEASE

This First Amendment of Lease made this 9th day of February, 1979, between BABSON COLLEGE, a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Landlord") and LIVING CARE SERVICES CORPORATION, a corporation organized under the laws of the State of Iowa (hereinafter called "Tenant").

Reference is hereby made to a lease dated November 14, 1978, between Landlord and Tenant, notice of which is recorded with Norfolk County Registry of Deeds in Book 5550, Page 4 (hereinafter called the "Lease").

For consideration of One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant do hereby agree to amend said Lease by adding the following provisions:

(a) 5.1.13 Challenge to Real Estate Taxes

Tenant agrees not to challenge or dispute the right of the Town of Needham, exercised pursuant to and in accordance with statutes and case law now in effect, to levy, collect or accept real estate taxes or betterment assessments on account of Tenant's use and occupation of the Premises; provided, however, that Tenant may, at its election, as provided in Sections 4.2.1 and 4.2.2 of the Lease, contest in good faith the amount of such real estate taxes and betterment assessments. Tenant further agrees not to initiate

or actively support any changes in either existing statutes or case law, the effect of which would be to make the Project exempt from real estate taxes.

(b) 5.1.14 Commitments for Residency

Tenant agrees that at the time it commences obtaining commitments for living units from prospective residents of the Project, Tenant shall give any qualifying resident of Needham or qualifying mother, father, sister or brother of a resident of Needham the right of first selection of location and size of any living unit on a first come first served basis for a period not less than thirty (30) days before accepting commitments from other prospective residents.

Except as herein amended, the Lease is hereby ratified and confirmed.

EXECUTED and sealed the day first above written.

BABSON COLLEGE

By:

Ralph Z. Johnson

LIVING CARE SERVICES CORPORATION

By:

Steve Thurston

SECOND AMENDMENT

SECOND AMENDMENT OF LEASE

This Second Amendment of Lease made this ^{13th} day of *December*, 1979, between BABSON COLLEGE, a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Landlord") and LIVING CARE SERVICES CORPORATION, a corporation organized under the laws of the State of Iowa (hereinafter called "Tenant").

Reference is hereby made to a lease dated November 14, 1978, between Landlord and Tenant, notice of which is recorded with Norfolk County Registry of Deeds in Book 5550, Page 4 (hereinafter called the "Lease").

For consideration of One and 00/100 (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant do hereby agree to amend said Lease as follows:

1. By striking out the date "April 1, 1980" wherever it appears in said Lease and by substituting therefor in each case the date "April 1, 1981". (See Pages 1, 2 and 5 and Exhibit C of said Lease)
2. By striking out the date "April 1, 1981" wherever it appears in said Lease and by substituting therefor in each case the date "April 1, 1982". (See Pages 1, 2 and 6 and Exhibit D of said Lease)
3. By striking out the date "October 1, 1980" wherever it appears on Page 5 of said Lease and by substituting therefor in each case the date "October 1, 1981".

4. By striking out the date "October 1, 1981" wherever it appears on Page 6 of said Lease and by substituting therefor in each case the date "October 1, 1982".

5. By striking out the date "April 1, 1979" on Page 6 of said Lease and by substituting therefor the date "January 1, 1981".

6. By striking out the date "December 1, 1978" on Page 40 of said Lease and by substituting therefor the date "June 1, 1979".

7. By striking out "Exhibit B" of said Lease and by substituting therefor a new "Exhibit B" attached hereto and made a part hereof.

It is hereby agreed that all of the aforesaid amendments to said Lease shall take effect retroactively as of November 14, 1978.

Tenant hereby acknowledges that Landlord has timely satisfied Landlord's obligations under Section 10.1.3 of said Lease. Tenant hereby waives any right to terminate said Lease in accordance with the provisions of said Section 10.1.3.

Except as herein amended, the Lease as previously amended is hereby ratified and confirmed.

EXECUTED and sealed the day first above written.

BABSON COLLEGE

By: Kalvin J. Johnson

LIVING CARE SERVICES CORPORATION

By: Fred W. Weitz

EXHIBIT B

A certain parcel of land in Needham, Norfolk County, Massachusetts containing approximately 59 acres, more or less, more particularly described as follows:

BEGINNING at a point in the westerly and southerly sideline of Forest Street at the northerly and easterly sideline of East Militia Road; thence

SOUTHEASTERLY

and EASTERLY: along the southerly sideline of said Forest Street, three hundred ninety and 02/100 (390.02) feet, one hundred thirty-five and 52/100 (135.52) feet, sixty-four and 03/100 (64.03) feet, one hundred forty-eight and 31/100 (148.31) feet, two hundred ninety-five and 85/100 (295.85) feet, one hundred ninety-eight and 20/100 (198.20) feet, eighty-three and 93/100 (83.93) feet, one hundred seventy-seven and 45/100 (177.45) feet, one hundred seventeen and 71/100 (117.71) feet, and sixteen and 15/100 (16.15) feet, to a stone bound; thence

SOUTHERLY and

SOUTHWESTERLY: along said Forest Street and along the westerly sideline of Central Avenue, three hundred eight and 28/100 (308.28) feet, two hundred five and 74/100 (205.74) feet, and seventy-one and 45/100 (71.45) feet; thence

SOUTHWESTERLY: by land now or formerly of Albert D. Hersey, three hundred sixty-eight and 18/100 (368.18) feet; thence

SOUTHERLY: by land of said Albert D. Hersey,
one hundred five and 50/100 (105.50)
feet; thence

EASTERLY: by land of said Albert D. Hersey,
to a point being the northwest
corner of Lot 1A on a plan entitled,
"Plan of Land in Needham, Mass."
dated August 25, 1966, Cheney
Engineering Co. Inc., Needham, Mass.
recorded with Norfolk Registry of
Deeds as Plan No. 989 of 1966 in
Plan Book 221; thence

SOUTHERLY: along the westerly boundary of said
Lot 1A, one hundred thirty and 22/100
(130.22) feet; thence

EASTERLY: along the southerly boundary of said
Lot 1A, three hundred twenty-three
and 21/100 (323.21) feet, to a point
on the westerly sideline of Central
Avenue; thence

SOUTHERLY: along the westerly sideline of said
Central Avenue, one hundred forty-one
and 86/100 (141.86) feet, two hundred
twenty-two and 59/100 (222.59) feet,
and fifty-two and 96/100 (52.96)
feet; thence

NORTHWESTERLY: by land now or formerly of Domenic
R. Gherin-Ghelli and Alda M. Gherin-
Ghelli, four hundred (400) feet;
thence

SOUTHWESTERLY: by land of said Domenic R. Gherin-
Ghelli and Alda M. Gherin-Ghelli, six
hundred forty-one and 97/100 (641.97)
feet; thence

NORTHWESTERLY: by land now or formerly of the United
States of America, five hundred seventy-
eight and 93/100 (578.93) feet and
one hundred thirteen and 27/100 (113.27)
feet; thence

SOUTHWESTERLY: by land of said United States of America
three hundred fifty-three and 40/100
(353.40) feet; thence

SOUTHEASTERLY: by land of said United States of America,
three hundred twenty-one (321) feet;
thence

SOUTHWESTERLY: by land now or formerly of Babson
Institute, thirty (30) feet; thence

SOUTHEASTERLY: by land of said Babson Institute, two
hundred fifteen (215) feet; thence

NORTHEASTERLY: by land of said Babson Institute, thirty
(30) feet; thence

SOUTHEASTERLY: by land of said United States of America,
two hundred thirty-five (235) feet to
a point, thence continuing southeasterly
to the easterly sideline of said East
Militia Road; thence

NORTHWESTERLY,
NORTHERLY and

NORTHEASTERLY: along the easterly sideline of said East
Militia Road to the point of beginning.

Said premises are leased together with the right to use
East Militia Road for all purposes for which streets and roads
are commonly used in the Town of Needham, including the right
to install, maintain and repair utilities provided that the
premises are restored to their former condition.

THIRD AMENDMENT

THIRD AMENDMENT OF LEASE

This Third Amendment of Lease made this 2nd day of August, 1982 between Babson College, a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Landlord") and Living Care Villages of Massachusetts, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Tenant").

Reference is hereby made to a Lease dated November 14, 1978, originally between Landlord and Living Care Services Corporation, a corporation organized under the laws of the State of Iowa (hereinafter called "LCS"), as amended by First Amendment of Lease dated February 9, 1979, between Landlord and LCS, and as further amended by Second Amendment of Lease dated December 13, 1979 between Landlord and LCS (said Lease as amended shall be hereinafter called the "Lease").

W I T N E S S E T H

Whereas, Tenant has succeeded to the interest of LCS pursuant to an Assignment of Lease dated December 22, 1980; and

Whereas, Landlord and Tenant desire to amend the Lease as hereafter provided.

NOWHEREFORE, for consideration of One (\$1.00) Dollar, the receipt and sufficiency which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the parties hereto do hereby agree to amend the Lease as follows:

1. The date set forth in Section 2.3.1 of the Lease for the satisfaction of the conditions set forth in Exhibit "C" thereto shall be extended from April 1, 1981 until September 1, 1982.

2. The date set forth in Section 2.3.2 of the Lease for the satisfaction of the conditions set forth in Exhibit "D" thereto shall be extended from April 1, 1982 until June 1, 1983; provided, however, if Tenant has reasonable cause to believe that all of the conditions set forth in Exhibit "D" of the Lease can be satisfied no later than December 31, 1983, Tenant shall have at Tenant's election by notice in writing to the Landlord on or before June 1, 1983, an additional period extending until December 31, 1983, to satisfy

all of the conditions set forth in Exhibit "D". If Tenant elects to extend the time for satisfaction of the conditions set forth in Exhibit "D" as herein provided, and the conditions have not been satisfied by December 31, 1983, then the Lease shall terminate by midnight December 31, 1983, as if said date was the last date of the term of the Lease.

3. The minimum number of living units in Phase I shall be reduced from 250 to 230.

4. The Minimum Net Rent for the Term as set forth in Section 4.1 of the Lease shall be increased from One Million Twenty-Six Thousand (\$1,026,000) Dollars to One Million One Hundred Seventy-Six Thousand (\$1,176,000) Dollars and shall be payable as follows:

(a) A sum equal to the greater of (i) Six Hundred and Eighty-Four Thousand (\$684,000) Dollars or (ii) the product of One Million One Hundred and Seventy-Six Thousand (\$1,176,000) Dollars multiplied by a fraction, the numerator of which is the number of living units in Phase I and the denominator of which is three hundred seventy-five (375), shall be due and payable thirty (30) days after the Commencement Date; and

(b) The balance of the Minimum Net Rent shall be due and payable as provided in Section 4.1(b) of the Lease.

It is hereby agreed that this Amendment shall take affect retroactively as of April 1, 1981.

Except as herein amended, the Lease as previously amended is hereby ratified and confirmed.

Executed and sealed the day first above written.

Babson College

by William D. D.

Living Care Villages
of Massachusetts, Inc.

by John F. Foley

Fourth Amendment

FOURTH AMENDMENT OF LEASE

THIS FOURTH AMENDMENT OF LEASE made this 20th day of April, 1983, between BABSON COLLEGE, a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Landlord"), and LIVING CARE VILLAGES OF MASSACHUSETTS, INC., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Tenant").

Reference is hereby made to a lease dated November 14, 1978, originally between Landlord and LIVING CARE SERVICES CORPORATION, a corporation organized under the laws of the State of Iowa (hereinafter called "LCS"), as amended by First Amendment of Lease dated February 9, 1979, between Landlord and LCS, as further amended by Second Amendment of Lease dated December 13, 1979, between Landlord and LCS, and as further amended by Third Amendment of Lease dated August 2, 1982, between Landlord and Tenant (said lease as amended shall be hereinafter called the "Lease").

W I T N E S S E T H:

WHEREAS, Tenant has succeeded to the interests of LCS pursuant to an Assignment of Lease dated December 22, 1980; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter provided.

NOW, THEREFORE, for consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the parties hereto do hereby agree to amend the Lease as follows:

1. The minimum number of living units in Phase I shall be reduced from 230 to 224; and

2. The following provision shall be added to the Lease:

Section 10.1.6. Drainage Easement. That, prior to the Construction Commencement Date, Landlord shall grant to Tenant an exclusive easement and right of way for the remainder of the term of the Lease over other land of Landlord in Needham, Norfolk County, Massachusetts, in order to permit Tenant to construct, reconstruct, operate, maintain, repair, replace and remove the drainage system for the Project as described in the Order of Conditions dated April 9, 1983, issued by the Needham Conservation Commission, recorded with Norfolk County Registry of Deeds in Book 6148, Page 395, a copy of which is attached hereto as Exhibit A. The form and substance of the drainage easement shall be subject to the reasonable approval of both parties, and their respective legal counsels and shall provide in any event that Tenant shall bear the entire cost for the construction, maintenance and repair of such drainage system, and that Tenant shall indemnify Landlord for any damage, loss, cost or other expense

incurred by Landlord arising out of the construction, use, operation, maintenance or repair of the drainage system by Tenant during the term of the Lease. The final location of the drainage easement shall be determined upon construction of the drainage system. The drainage easement to be granted hereby shall be subject to relocation from time to time at the request and expense of Landlord, provided that equivalent lawful facilities are provided by Landlord.

3. The legal description of the Premises attached to the Lease as Exhibit B is hereby deleted in its entirety, and a new "Exhibit B", attached hereto as Exhibit B, shall be substituted in its place.

EXECUTED as an instrument under seal the day and year first above written.

LANDLORD: BABSON COLLEGE

By: William R. Dell

TENANT: LIVING CARE VILLAGES OF
MASSACHUSETTS, INC.

By: [Signature]

T027/Z
4/21/83

WETLANDS PROTECTION ACT

Pursuant to the authority of the Wetlands Protection Act, Gen. Laws Ch. 131, Section 40, the Needham Conservation Commission has considered your Notice of Intent and Plans submitted therewith, and has determined that the area on which the proposed work is to be done is significant to one or more of the interests described in the said Act.

The Commission hereby determines that the following conditions are necessary and orders the work regarding the construction to be performed in strict conformance with said conditions and with the Notice of Intent and Plans, unless modified by said conditions.

CONDITIONS:

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this order.

For purposes of this Order, the term "Project" shall mean that portion of the premises of the applicant (the "Project Site") proposed for development as shown on the Plans and the improvements to be located thereon, including, without limitation, the site work anticipated by the Plans. Neither the formal, public ground breaking for the Project and related activities nor stripping and grubbing operations and related activities that do not alter existing drainage patterns and flows shall be considered part of the Project to which the limitations of paragraph 6 below shall apply.

2. This order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights; the Proponent and its successors shall assume all responsibility and risk for any such injury or invasions.
3. This order does not relieve the Proponent, or any other person, of the necessity of complying with all other applicable federal, state or local statutes, ordinances, by-laws and/or regulations.
4. The work authorized hereunder shall be completed within one (1) year from the date of this order. The order may be extended by this Commission, with such modifications and additions that the Commission then deems appropriate, for one or more additional one-year periods upon application to the Commission at least thirty (30) days prior to the expiration date of the order or its extension.
5. Any fill used in connection with this project shall be clean fill, containing no trash, refuse, rubbish or debris, including, without limiting the generality of the foregoing, lumber, bricks, plaster, wire, lath, paper, cardboard, pipes, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing. No fill shall be taken from any lands now owned or under the control of the Proponent, without prior application to the Commission.

6. No work on the Project shall be undertaken until completion of the following:
- (A) This Order of Conditions has been recorded in the Registry of Deeds for the County of Norfolk, within the chain of title of the affected property. A copy shall be furnished to the record owner of the affected property and to this Commission, evidencing recording of the same, prior to the commencement of the work.
 - (B) The Plans submitted to the Commission and labelled "February 11, 1983 - Preliminary for Discussion Only" consisting of 10 pages labelled SCD 1-10, as modified by the submission on March 27, 1983 of a revised SDC-1 (dated March 7, 1983), the deletion of SDC-2, the submission of a revised SDC-9 and SDC-10 on March 27, 1983 (both dated March 23, 1983), be certified by Proponent as the final plans submitted with the Notice of Intent, exception as provided in this Order of Conditions.

After completion (A) and (B) above, the Proponent shall thereafter promptly begin the work authorized hereunder and prosecute the same, with due diligence, to completion.

- 7. Upon completion of the work described herein, the Proponent shall forthwith request, in writing, that a Certificate of Compliance be issued stating that the work has been satisfactorily completed and submit therewith an as-built survey prepared by a registered professional engineer or registered land surveyor, showing that the Project has in all respects been completed in accordance with this order.
- 8. A sign shall be displayed at the Project site not less than two square feet or more than three square feet bearing the words "Massachusetts Department of Environmental Quality Number" and the file number assigned to the project by the Department of Environmental Quality Engineers.
- 9. The Commission and its representatives and designees shall have the right to enter the Project site from time to time, to inspect the progress of work on the Project in order to determine whether the same is being undertaken in accordance with this Order.
- 10. In issuing this Order of Conditions, the Commission has considered only the impact of work on the Project within the jurisdiction of the Commission under M.G.L. Chapter 131, Section 40. The Commission has made no determination relative to the appropriateness of the design of this work and it is understood that, by proceeding with construction under this Order, the Proponent assumes all risks related to

the construction and maintenance of the Project and agrees that neither the Town of Needham, nor any of its officers, elected or appointed officials, shall be responsible for any loss, cost or damage the Proponent may incur in the construction, maintenance and use of the Project.

11. Where the Department of Environmental Quality Engineering or other agency of the Commonwealth of Massachusetts is requested to make a determination and to issue a superseding order, this Conservation Commission shall be a party to all agency proceedings and hearings before the Department.
12. The Proponent shall revise the design and location of the retention pond and its surrounding berms as set forth in Project plans designated as SDC-9 and carry out such other activities as are identified below:
 - (A) To avoid, to the extent practicable any filling, grading or alteration of the wetland immediately to the west of the retention pond, which wetland is deemed significant to the interests that M.G.L. Chapter 131, Section 40 is deemed to protect.
 - (B) Separate the inflow piping system of the retention pond from the outflow piping.
 - (C) Modify the retention pond outflow structure to attenuate all incoming storm drainage and limit the outflow from storms with frequencies of 100 years or less to a maximum discharge of 9 cubic feet per second.
 - (D) Install an outflow pipe for the retention pond which is no greater than 12 inches in diameter.
 - (E) Submit to the Commission satisfactory revisions of Project plans designated as SDC-10 as they relate to the retention pond's storm outlet structures.
 - (F) Ensure that the lowest elevation of the retention pond shall be higher than the elevation of the wetland to the west of the pond and that the pond's design shall prevent said wetland from draining into the retention pond area.
 - (G) Ensure that all outflow from the retention pond shall be into the Rosemary Brook Watershed Area.
 - (H) Ensure that the total capacity of the retention pond shall be sufficient to accommodate all stormwater directed to it from storms with frequencies of 100 years or less, and that the retention pond shall be

designed so that its outflow rate will be no greater than that from the area which now drains to the pond site and from there into Rosemary Brook, consistent with the limitations set forth in paragraph 2(C) above.

- (I) Submit to the Commission plans which satisfactorily provide for the drainage of water that presently drains under East Militia Road through existing culverts onto the area where the retention pond is proposed to be built.
13. All of the perimeter roads (including emergency access roads) within the Project shall be banked or crowned in such a manner that runoff from severe storms does not overflow and escape the proposed drainage system. Said system shall contain a sufficient number of inlets to assure full collection of major storms. At the discretion of the Commission, water may be dispersed to ground (instead of being channeled to the retention pond) from the roads to be located in the Project, provided said dispersal shall be no greater than the natural predevelopment ground water flow. Satisfactory plans covering these drainage provisions for such roads shall be submitted to the Commission.
14. Gas and oil traps shall be installed in the catch basins throughout the Project or, alternatively, subject to the Commission's prior approval, a gas and oil collection system shall be installed at the inlet to the retention pond and maintained until the streets and easements needed for maintenance of the traps or collection system are accepted by the Town.
15. During Project construction, adequate siltation control measures shall be taken to deter the erosion of soil, such measures to be approved by the Town Engineer in advance of the commencement of the work.
16. The retention pond and catch basins within the Project shall be periodically maintained to assure the operation of these improvements in accordance with their design characteristics.

The Applicant, any person aggrieved by this order, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of Needham are hereby notified of their right to appeal this order to the Department of Environmental Quality Engineering within ten (10) days from the issuance of this order.

Date of Issuance: 17th Apr 1983

Robert C. Davis

Robert C. Davis

Robert C. Davis

Robert C. Davis

Henry S Ostrowsky

Henry S Ostrowsky

County of Suffolk,
Commonwealth of Massachusetts

On this 12 day of April, 1983, before me personally appeared Robert C. Davis of the Needham Conservation Commission to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be the free act and deed of said Needham Conservation Commission.

Michael A. Hann
Notary Public

My Commission Expires: 7/23/87

cc: Department of Environmental
Quality Engineering
Board of Selectmen
Planning Board
Town Counsel
Board of Appeals
Building Inspector
Board of Health
Town Engineer

W-06931/

E X H I B I T "B"

A certain parcel of land in Needham, Norfolk County, Massachusetts, being shown on a plan entitled "Plan of Land in Needham, Mass.", prepared for Living Care Services Corp. by Allen & Demurjian, Inc., dated November 12, 1982, recorded with Norfolk County Registry of Deeds in Book , Page . Said parcel contains 59.46 acres according to said plan.

There is also appurtenant to the above described premises the exclusive right and easement in that certain drainage easement described in the Fourth Amendment of Lease between Babson College as Landlord and the Mortgagor as Tenant dated April 20, 1983, notice of which is recorded with Norfolk Registry of Deeds in Book 6157, Page 59.

Fifth Amendment

FIFTH AMENDMENT OF LEASE

THIS FIFTH AMENDMENT OF LEASE made this 21st day of April, 1983, between Babson College, a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Landlord"), and Living Care Villages of Massachusetts, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Tenant").

Reference is made to a lease dated November 14, 1978, originally between Landlord and Living Care Services Corporation, a corporation organized under the laws of the State of Iowa (hereinafter called "LCS"), as amended by First Amendment of Lease dated February 9, 1979, between Landlord and LCS, as further amended by Second Amendment of Lease dated December 13, 1979, between Landlord and LCS, as further amended by Third Amendment of Lease dated August 2, 1982 between Landlord and Tenant, and as further amended by Fourth Amendment of Lease dated April 20, 1983 between Landlord and Tenant (said lease, as previously amended, shall be hereinafter called the "Lease").

WITNESSETH:

Whereas, Tenant has succeeded to the interests of LCS pursuant to an Assignment of Lease dated December 22, 1980; and

WHEREAS, Landlord and Tenant desire to further amend the Lease as hereinafter provided.

NOW THEREFORE, for consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the parties hereto do hereby agree to further amend the Lease as follows:

1. Section 5.1.2 of the Lease is hereby amended by adding the following paragraph at the end thereof:

"In addition to the use of the Premises permitted under the first paragraph of this Section 5.1.2, if at any time a Lender (as defined in Section 7.2 of the Lease) shall acquire the Tenant's interest in this Lease or shall take possession of the Premises, whether by foreclosure of the Tenant's interest or otherwise, thereafter the Lender as well as any subsequent holder of the Tenant's interest in the Lease claiming by, through or under such Lender (including without limitation a purchaser of such interest at a foreclosure sale) shall also have the right, at its own expense, to attempt to have the Town of Needham agree to changes in the pertinent Declaration of Restrictive Covenants and/or in the applicable zoning ordinance and other applicable local laws, ordinances and codes so as to permit the Premises to be used for other purposes than the use permitted under the first paragraph of this Section 5.1.2. In this connection such Lender or such other party claiming by, through or under such Lender shall have the right to bring proceedings in its own name and also, to the extent legally necessary, in Landlord's name, but all at Tenant's own expense. Furthermore, no use of the Premises other than the use permitted under the first paragraph of this

Section 5.1.2 shall be permitted until after formal agreement thereto by the Town of Needham, as aforesaid, and until after the subsequent written consent thereto of the Landlord, which consent (except in the case of sub-paragraphs (b) through (f) of the first paragraph of this Section 5.1.2) shall not be unreasonably withheld or delayed."

2. Pursuant to the provisions of Section 6.1 of the Lease, Tenant's predecessor in interest, Living Care Services Corporation ("LCS"), has heretofore assigned all of its right, title and interest as tenant under the Lease to Tenant by means of an Assignment of Lease dated December 22, 1980. In this connection a Notice of Assignment of Lease dated December 22, 1980 was recorded with the Norfolk Registry of Deeds at Book 5830, Page 234. Tenant hereby agrees with Landlord to assume and perform, effective retroactively as of December 22, 1980, all of the terms, covenants, conditions and agreements imposed upon the tenant by the Lease and any other written agreements between Landlord and LCS relating to the Lease or the Premises. Landlord hereby acknowledges the full validity and effectiveness of said Assignment of Lease from Living Care Services Corporation to Tenant.

3. The first sentence of Section 7.2 of the Lease is hereby amended by revising the "except" clause at the end thereof to read as follows: "except as provided in this Article VII and in Section 5.1.2 and Article XI of this Lease".

4. Subsection 7.2(b) of the Lease is hereby amended to read as follows:

"(b) Landlord, upon giving Tenant any written notice of default or any other written notice or written communication of any kind whatsoever pursuant to this Lease (including without limitation the serving of any process on Tenant in any litigation or proceeding), shall be obligated to mail to Lender on the same day on which any such notice or other communication is sent to the Tenant, (or is sent to the Sheriff or other serving officer in the case of the serving of any process on the Tenant), a copy of such notice or other communication, postage prepaid, by United States registered or certified mail, return receipt requested, directed to the original address for the Lender previously provided to Landlord or to such other address as the Lender may designate by similar notice given to Landlord from time to time. In this connection reference is hereby made to the notice provisions of Section 12.4 of this Lease. After receipt by Lender of any notice from Landlord of default under the Lease, the Lender shall thereupon have the same time period as Tenant may have under this Lease plus a further period of twenty (20) days in which to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such Lender as if the same had been done by Tenant. The Lender shall have the right to make payments to Landlord under protest and then subsequently seek the return of all or a portion of such payment by contesting whether such payment or a portion thereof was properly due under the terms of this Lease;"

5. Subsection 7.2(c) of the Lease is hereby amended to read as follows:

"(c) Anything herein contained notwithstanding, while any such Leasehold Mortgage remains unsatisfied of record, or until written notice of satisfaction is given by the Lender to Landlord, if any default shall occur which, pursuant to any provisions of this Lease, entitles Landlord to terminate this Lease, and if before the expiration of fifty (50) days from the date the Lender has received notice of said election to terminate the Lease, such Lender shall have notified Landlord of its desire to nullify such notice and shall have paid to Landlord all rent and additional rent and other payments herein provided for which are then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Lease, if any are then in default, and shall prosecute the same to completion with reasonable diligence (but in no event shall Lender have less time in which to cure non-monetary defaults than is provided to Tenant under the provisions of Article XI of this Lease), then in such event Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect;".

6. Subsection 7.2(h) of the Lease is hereby amended to read as follows:

"(h) In the event of the foreclosure of such Leasehold Mortgage, the Lender or subsequent owners will be liable only on those Lease obligations that shall accrue during its respective period of ownership of the leasehold estate, so that upon such a Lender or subsequent owner, as the case may be, ceasing to be the owner of the leasehold estate, such Lender or subsequent owner

shall be automatically freed and relieved, from and after the date it shall cease to own said leasehold estate, of all liability as respects the performance of any covenants or obligations on the part of the tenant contained in this Lease thereafter to be performed. In addition, no Lender shall be responsible for the performance of the tenant's obligations under this Lease until such time as it acquires Tenant's interest in this Lease or takes possession of the Premises, whether by foreclosure of the Tenant's interest or otherwise. Whenever there shall be a change in the ownership of the leasehold estate, the previous owner of said estate shall promptly give Landlord written notice thereof;"

7. A new Subsection 7.2(j) is hereby added to the Lease to read as follows:

"(j) Landlord agrees that in the event of termination of this Lease under Article XI hereof, Landlord will enter into a new lease for the premises with the Lender (or, with the consent of Landlord not to be unreasonably withheld or delayed, with the Lender's nominee or designee) for the remainder of the term of this Lease, effective as of the date of such termination, at the same rent and additional rent and upon all the other terms, provisions, covenants and agreements contained in this Lease, provided that such Lender or its nominee or designee shall make written request upon Landlord for such new lease within sixty (60) days after the date of such termination, and provided further that such Lender or its designee or nominee shall pay to Landlord at the time of the execution and delivery of said new lease any and all amounts of unpaid rent and additional rent which would at said

time be due under this Lease but for such termination and that such Lender or its designee or nominee shall commence the work of complying with any non-monetary obligations of the Tenant under this Lease that may then be in default and shall prosecute the same to completion with reasonable diligence."

8. Section 9.2 of the Lease is hereby amended by inserting in the sixth line thereof, after the word "taking" and before the comma the following parenthetical clause: "(or of a comparable kind and quality to the facility contemplated hereunder if such partial taking occurs prior to the construction of such facility)".

9. Section 12.4 of the Lease is hereby amended by inserting the following sentence between the existing two sentences: "Copies of all such notices, approvals, consents or other communications shall be mailed on the same day, postage prepaid, by United States registered or certified mail, return receipt requested, to any Lender at the original address for the Lender provided to the parties for this purpose or to any other address as the Lender may designate by notice given from time to time and in accordance with this Section 12.4; in this connection reference is hereby made to the provisions of Subsection 7.2(b) of this Lease."

Executed as an instrument under seal the day and year
first above written.

Landlord: Babson College

By: William R. Dell
President

Tenant: Living Care Villages of
Massachusetts, Inc.

By: Mr. Farley
President

SIXTH AMENDMENT

SIXTH AMENDMENT OF LEASE

This SIXTH AMENDMENT OF LEASE made the 26th day of September, 1991 between BABSON COLLEGE, a not-for-profit corporation organized under the laws of the Commonwealth of Massachusetts, with an address of Babson Park, Wellesley, MA 02157 (hereinafter called "Landlord"), and LIVING CARE VILLAGES OF MASSACHUSETTS, INC., a not-for-profit corporation organized under the laws of the Commonwealth of Massachusetts, with an address c/o North Hill, 865 Central Avenue, Needham, MA 02192 (hereinafter called "Tenant").

Reference is hereby made to a certain Lease dated November 14, 1978 between Landlord and Living Care Services Corporation ("LCS"), a corporation organized under the laws of the State of Iowa, notice of which Lease is recorded with Norfolk County Registry of Deeds in Book 5550, Page 4. Reference is further made to the following amendments to the Lease: First Amendment of Lease dated February 9, 1979 between Landlord and LCS; Second Amendment of Lease dated December 13, 1979 between Landlord and LCS; Third Amendment of Lease dated August 2, 1982 between Landlord and Tenant; Fourth Amendment of Lease dated April 20, 1983 between Landlord and Tenant; and Fifth Amendment of Lease dated April 21, 1983 between Landlord and Tenant. The Lease, as amended, is hereinafter referred to as the "Lease".

W I T N E S S E T H:

WHEREAS, Tenant has succeeded to the interests of LCS pursuant to an Assignment of Lease dated December 22, 1980, notice of which assignment is recorded with Norfolk County Registry of Deeds in Book 5830, Page 234; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter provided.

NOW THEREFORE, for consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby agree to amend the Lease as follows:

1. The legal description of the Premises attached to the Lease as Exhibit B is hereby deleted in its entirety,

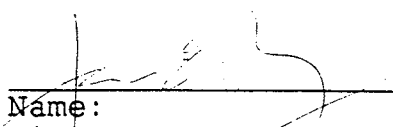
and a new Exhibit B attached hereto as Exhibit B shall be substituted in its place.

2. Tenant shall furnish annual financial statements detailing the results of Tenant's operations each year during the term of the Lease. Annual financial statements shall be provided to Landlord within ninety (90) days of the end of Tenant's fiscal year. Notwithstanding the foregoing, a breach by Tenant of this covenant shall not be considered a default for the purposes of Article XI of this Lease unless it remains uncured for a period of sixty (60) days after written notice from Landlord.

Executed as an instrument under seal as of the date and year first above written.

Landlord:

BABSON COLLEGE

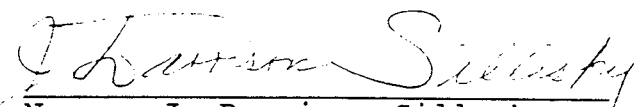
By: 

Name:

Title:

Tenant:

LIVING CARE VILLAGES
OF MASSACHUSETTS, INC.

By: 

Name: J. Darrison Sillesky

Title: President

EXHIBIT B

PARCEL 1:

A certain parcel of land in Needham, Norfolk County, Massachusetts, being shown on a plan entitled "Plan of Land in Needham, Mass.", prepared for Living Care Services Corp. by Allen & Demurjian, Inc., dated November 12, 1982, recorded with Norfolk County Registry of Deeds in Plan Book 302, Plan Number 298-83. Said parcel contains 59.46 acres according to said plan.

PARCEL 2:

A certain parcel of land in Needham, Norfolk County, Massachusetts, being shown as Parcel 2 on a plan entitled "Plan of Land in Needham, Mass.", prepared by Needham Survey Associates, Inc., dated August 21, 1991, recorded with Norfolk County Registry of Deeds in Plan Book 402, as Plan Number 660-91, containing 3,649 s.f., more or less according to said plan.

5520e

AGREEMENT REGARDING COMMENCEMENT DATE

Reference is made to a certain lease dated November 14, 1978, between BABSON COLLEGE, a corporation organized under the laws of the Commonwealth of Massachusetts, as Landlord, and LIVING CARE SERVICES CORPORATION, a corporation organized under the laws of the State of Iowa, as Tenant, notice of which is recorded with Norfolk County Registry of Deeds (the "Registry"), Book 5550, Page 4 (the "Lease"). Living Care Services Corporation has assigned all its right, title and interest as Tenant under the Lease to LIVING CARE VILLAGES of MASSACHUSETTS, INC., a non-profit corporation, as of December 22, 1980, notice of which assignment is recorded with the Registry, Book 5830, Page 234.

Reference is also made to the following amendments of the Lease:

1. First Amendment dated February 9, 1979;
2. Second Amendment dated December 13, 1979;
3. Third Amendment dated August 2, 1982;
4. Fourth Amendment dated April 20, 1983; and
5. Fifth Amendment dated April 21, 1983;

and to the following notices reflecting such amendments:

- A. Amendment to Notice of Lease, recorded with the Registry, Book 5709, Page 546; and
- B. Notice of Amendment of Lease, recorded with the Registry, Book 6157, Page 59.

In consideration of the mutual covenants and agreements contained in the Lease, Landlord and Tenant hereby agree that

the Commencement Date, as defined in the Lease, shall be
November 1, 1984.

Executed as an instrument under seal as of the 18th
day of October, 1984.

BABSON COLLEGE

By: William R. Dill
Its President

LIVING CARE VILLAGES OF
MASSACHUSETTS, INC.

BY John F. Foley
Its President

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

Oct 18, 1984

Then personally appeared the above-named William Dill,
the President of Babson College, and acknowledged the
foregoing to be the free act and deed of said corporation, before me

Robert F. Foley
Notary Public

My Commission expires: _____

My Commission Expires October 29, 1987

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

, 1984

Then personally appeared the above-named JARVIS FOLEY,
the President of Living Care Villages of Massachusetts,
Inc., and acknowledged the foregoing to be the free act and deed of
said corporation, before me

Robert F. Foley
Notary Public

My Commission expires: _____

My Commission Expires October 29, 1987

ASSIGNMENT OF LEASE

ASSIGNMENT OF LEASE

This Assignment of Lease made this 22 day of December, 1980, between LIVING CARE SERVICES CORPORATION, a corporation organized under the laws of the State of Iowa (hereinafter called "Assignor") and LIVING CARE VILLAGES OF MASSACHUSETTS, INC., a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Assignee").

Reference is hereby made to a Lease dated November 14, 1978, between Babson College, a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called "Landlord"), as landlord, and Assignor, as tenant, as amended by First Amendment of Lease dated February 9, 1979, and as further amended by Second Amendment of Lease dated December 13, 1979 (said Lease as amended shall be hereinafter called the "Lease") covering certain premises located in Needham, Norfolk County, Massachusetts, more particularly described in the Lease. Reference is also made to a Notice of Lease recorded with Norfolk County Registry of Deeds in Book 5550, Page 4, as amended by Amendment to Notice of Lease recorded with said Deeds in Book 5709, Page 546.

For consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the parties hereto do hereby agree to the following:

1. Assignor does hereby assign all of its right, title and interest as tenant under the Lease to Assignee.

2. As of this date, Assignee does hereby assume and agree to perform all of the terms, covenants and conditions and agreements imposed upon Assignor by the Lease and any other written agreements between Assignor and Landlord relating to the Lease or the premises covered by the Lease.

WITNESS the execution hereof under seal as of the day and year first above written.

LIVING CARE SERVICES CORPORATION

By: Fred W. Weitz

LIVING CARE VILLAGES OF MASSACHUSETTS, INC.

X By: Chris Farley

STATE OF IOWA

Polk ss.

December 22, 1980

Then personally appeared the above-named Fred W. Weitz and acknowledged the foregoing instrument to be the free act and deed of Living Care Services Corporation, before me.

Jayce Buxton
Notary Public
My commission expires: Sept 30, 1982

COMMONWEALTH OF MASSACHUSETTS

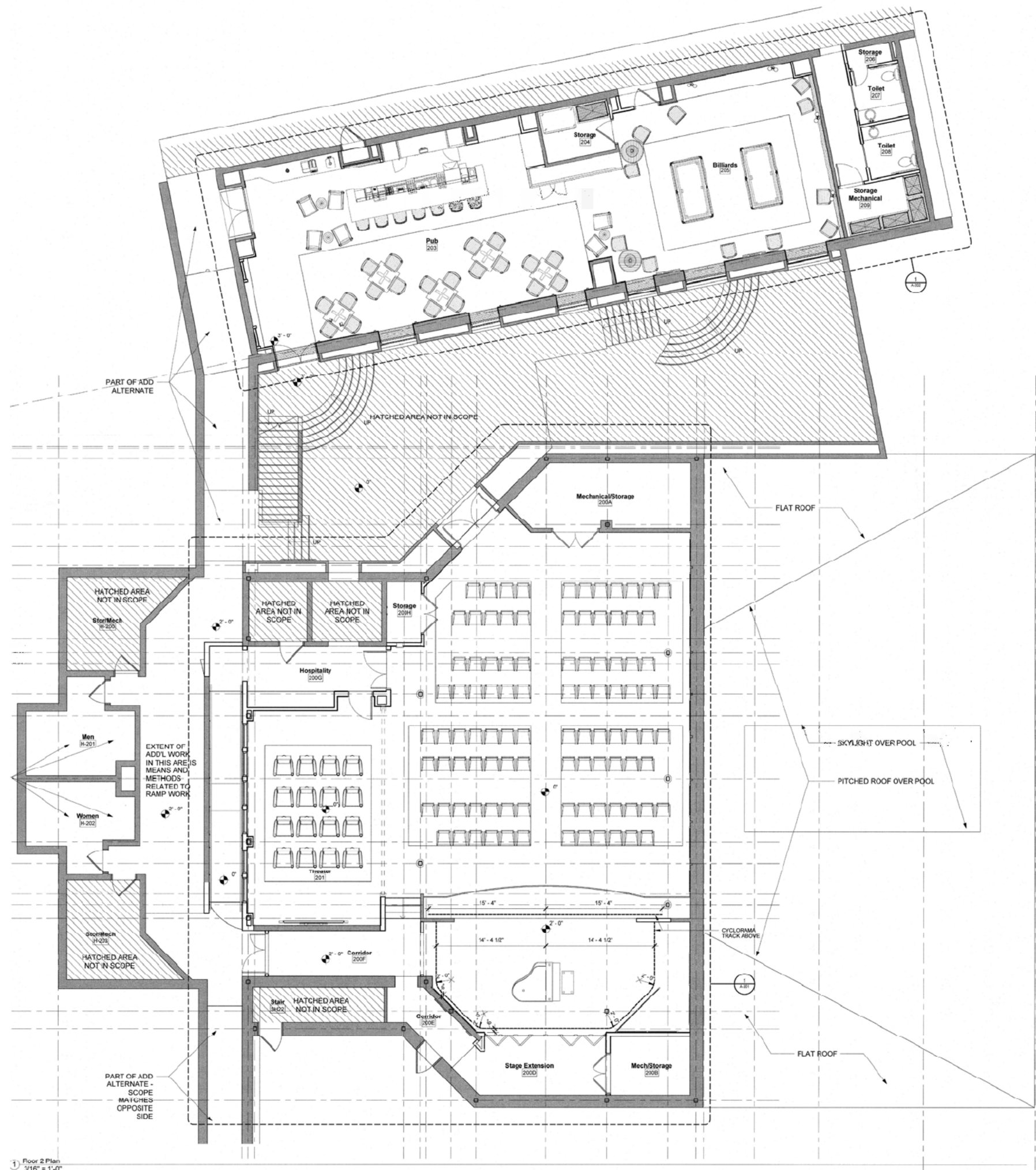
Norfolk ss.

December 23, 1980

Then personally appeared the above-named JANIS FARLEY and acknowledged the foregoing instrument to be the free act and deed of Living Care Villages of Massachusetts, Inc. before me.

X Will. H. Johnson
Notary Public
My commission expires: JUNE 30, 1983

Floor Plan



1 Floor 2 Plan
3/16" = 1'-0"



EGA
ARCHITECTS
EGA ARCHITECTS, P.C.
One Vernon Street
Newburyport, MA 01950
Phone: 978-462-5515
Fax: 978-462-5525

CIVIL ENGINEER:
NA
STRUCTURAL ENGINEER:
NA
MEP ENGINEER:
BLW Engineers
INTERIOR DESIGNER:
VDC Interiors

North Hill Renovations 2023
865 Central Avenue
Needham, MA 02492

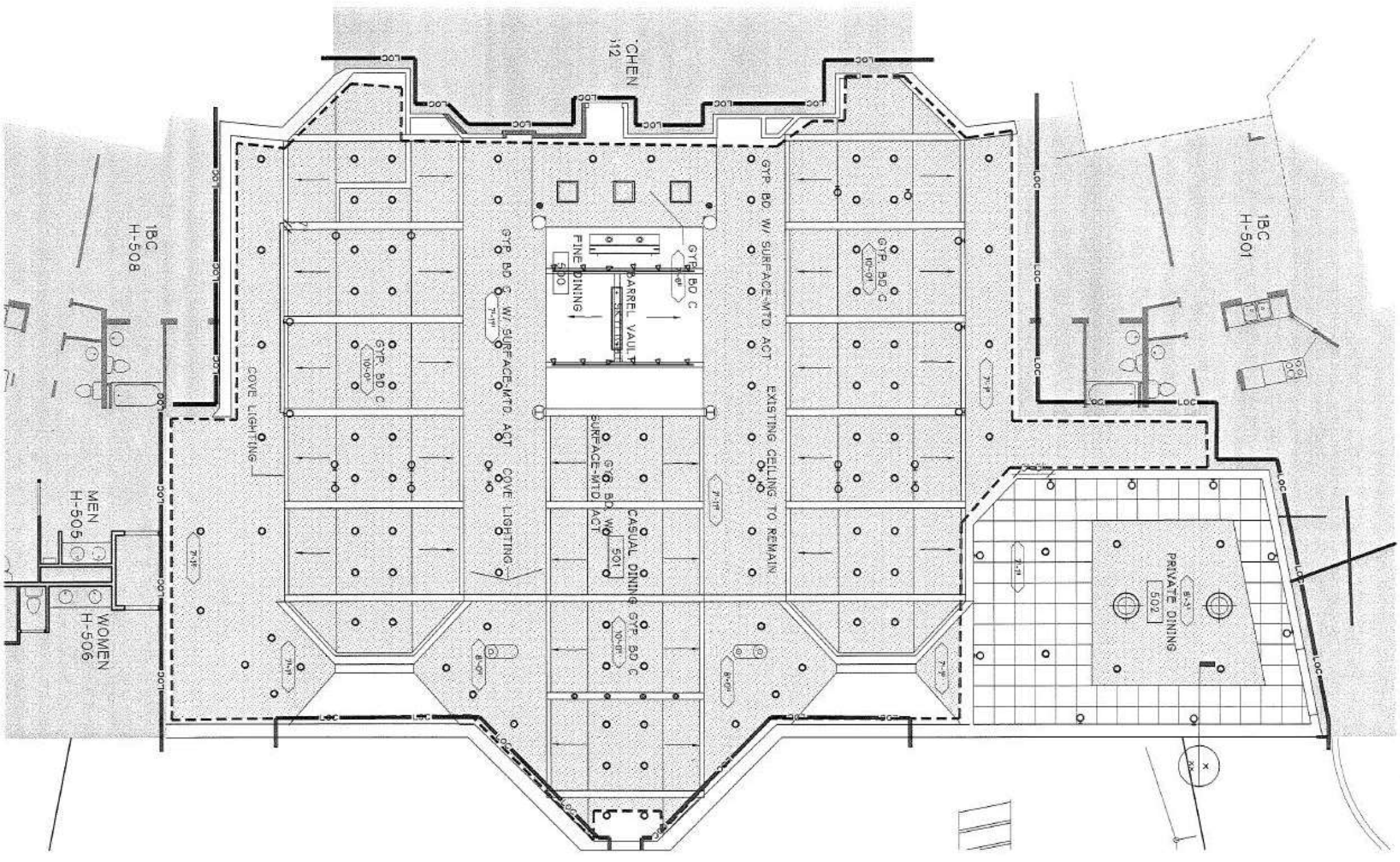
Issued For:	Date:
PROGRESS	08/31/2023
PERMIT	09/22/2023

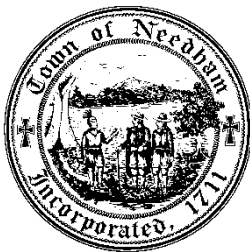
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Building Key

Sheet Title:
Floor Plan

Sheet Number:
A-101





**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, Sections 12 and 16C, that North Hill Needham, Inc., dba North Hill, Briana Tucker, Proposed Manager of Record, has applied for a Section 12 Continuing Care Retirement Community, All Alcoholic Beverages License at 865 Central 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 28th day of January 2025 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://needham-k12-ma-us.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVVXZjFNbWJXRfJoQT09>

Webinar ID: 826 0101 3229

Password: 652800

Or One-Tap Mobile Telephone: [+16469313860](tel:+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/>

LASIC, IGOR & LASIC, HELEN MARIE
46 ROLLING LN
NEEDHAM, MA 02492-

FUNG, MAY Y & FEI, YI
65 NORTH HILL AVE
NEEDHAM, MA 02492-

MEYER, JAMES & MEYER, CHRISTA
20 NEHOIDEN ST
NEEDHAM, MA 02492-

WILLETTE, JOYCE C
5 DAWSON DR
SUDBURY, MA 01776-

SHAIKH, RAJA TR. & THOMAS, SMITHA
TR.
140 JARVIS CIR
NEEDHAM, MA 02492-

PADVAL, MAHESH & PADVAL, RACHNA
M
814 CENTRAL AVE
NEEDHAM, MA 02492-

RAMSHAW, DAVID L & RAMSHAW,
NICOLE J
842 CENTRAL AVE
NEEDHAM, MA 02492-

FRANKLIN W. OLIN COLLEGE OF
ENGINEERING
1735 GREAT PLAIN AVE
NEEDHAM, MA 02492-

RHS LLP
292 FOREST ST
NEEDHAM, MA 02492-

DOYLE, WILLIAM J. & DOYLE, LAURA S
230 FOREST ST
NEEDHAM, MA 02492-

DOYLE, WILLIAM G. & DOYLE, CYNTHIA
J
208 FOREST ST
NEEDHAM, MA 02492-

EASTMAN, EILEEN T. TR. EILEEN T.
EASTMAN REVOCABLE TRUST
PO BOX 1288
SOUTH DENNIS, MA 02660-

MATZA, SCOTT & EISENBERG, MELANIE
178 FOREST ST
NEEDHAM, MA 02492-

MCCABE, BERNARD T + KATHYRN F.,
TRS 34 ROLLING LANE REALTY TRUST
34 ROLLING LN
NEEDHAM, MA 02492-

BABSON COLLEGE
231 FOREST AVE
BABSON PARK, MA 02457-

ZELIKOV, MISHA & ZELIKOV, LUDA
10 NEHOIDEN ST
NEEDHAM, MA 02492-

ZHAO, YUCHI & LI, YING
920 CENTRAL AVE UNIT 920
NEEDHAM, MA 02492-

MARINO LAND DEVELOPMENT LLC
160 JARVIS CIR
NEEDHAM, MA 02492-

UDDHAO, JAGDISH
822 CENTRAL AVE
NEEDHAM, MA 02492-

ENGEL, THEODORE F. II &
EVANGELISTA, LAURA A
828 CENTRAL AVE
NEEDHAM, MA 02492-

GAETA EC INVESTMENTS
23 DWIGHT RD
NEEDHAM, MA 02492-

SELINA SULMONA C/O P. NERI
22 HUNTERS RUN
PROVIDENCE, RI 02904-

SWENSON, ERIK & SWENSON, KATIE
12 ROLLING LN
NEEDHAM, MA 02492-

SCHWARTZ, CARYN FRANKLIN TR. &
SCHWARTZ, MICHAEL TR
33 TURNPIKE RD
SOUTHBOROUGH, MA 01772-

KIM, CHRISTOPHER J. & KIM, ERIN M.
18 ROLLING LN
NEEDHAM, MA 02492-

LEVINE, PAUL S. & LEVINE, ELIANA
ROCCHI
190 FOREST ST
NEEDHAM, MA 02492-

ROCHFORD, JAMES S. & CATHERINE C.
TRS. ROCHFORD FAMILY REALTY TRUST
74 ROLLING LN
NEEDHAM, MA 02492-

JOHNSON, WILLIAM THORN TR
WILLIAM THORN JOHNSON
REVOCABLE TR
52 ROLLING LN
NEEDHAM, MA 02492-

TANNER, SCOTT D. + TANNER, ROBIN L
95 ROLLING LN
NEEDHAM, MA 02492-

MFFM4OHHH LLC
172 ELLIOT ST
NEWTON, MA 02464-

COX, KRISTIN A.
922 CENTRAL AVE UNIT 922
NEEDHAM, MA 02492-

SANDLER, JACQUELINE TR.
JACQUELINE SANDLER REVOCABLE
TRUST
926 CENTRAL AVE
NEEDHAM, MA 02492-

KRESSE, FREDERICK H. TR. C/O KRESSE,
DAVID
760 EL VERANO DR.
WALNUT CREEK, CA 94598-

BORRELLI, DAMON JOSEPH TR THE
JASON REALTY TRUST
100 BORDER RD
NEEDHAM, MA 02492-

BABSON COLLEGE
231 FOREST ST
BABSON PARK, MA 02457-

MAGGS, CHARLES A. & MAGGS, AMANDA
K.R
2 ROLLING LN
NEEDHAM, MA 02492-

BROADBENT, BARBARA B
254 FOREST ST
NEEDHAM, MA 02492-

WELLS, EVAN D. & DULBERGER, DIAN E
226 FOREST ST
NEEDHAM, MA 02492-

CHANG, ANDREA
158 FOREST ST
NEEDHAM, MA 02492-

WASHEK, JOHN T. TR. THE JOHN T
WASHEK REVOCABLE TRUST
935 GREAT PLAIN AVE
NEEDHAM, MA 02492-

BLOOM, SETH A & BLOOM, ELIZABETH
M
30 NEHOIDEN ST
NEEDHAM, MA 02492-

LI, GERRY & LI, ANITA
44 BESS RD
NEEDHAM, MA 02492-

TRABUCCO, ROBERT D. & TRABUCCO,
KATHLEEN M
120 JARVIS CIR
NEEDHAM, MA 02492-

WELLER, VIVIAN K. TR VIVIAN K.
WELLER REVOCABLE TRUST
81 BESS RD
NEEDHAM, MA 02492-

KAPLAN, ERIC & KAPLAN, AIMEE K
22 GILBERT RD
NEEDHAM, MA 02492-

314 OAKLAND LLC
834 CENTRAL AVE
NEEDHAM, MA 02492-

TARRAGONA, NESTOR G & BARBERA,
VANESA
854 CENTRAL AVE
NEEDHAM, MA 02494-

BABSON COLLEGE FACILITIES
MANAGEMENT & PLANNING
BABSON COLLEGE
BABSON PARK, MA 02457-

BABSON COLLEGE C/O NORTH HILL
NEEDHAM ATTN: ACCOUNTING
865 CENTRAL AVE
NEEDHAM, MA 02492-

HALL, RICHARD J. & HALL, SUSAN E
24 ROLLING LN
NEEDHAM, MA 02492-

TEN SIX LLP
292 FOREST ST
NEEDHAM, MA 02492-

MULAY, HARSHAL & NAIK, NEETA R
212 FOREST ST
NEEDHAM, MA 02492-

O'NEIL, KEVIN M. & RUSH, ROBYN L
80 ROLLING LN
NEEDHAM, MA 02492-

MCEVOY, JAMES H. & PAULA J. TRS
MCEVOY FAMILY TRUST
60 ROLLING LN
NEEDHAM, MA 02492-

SPROTT, KEVIN T., TR & SPROTT, KAM
M., TR
40 ROLLING LN
NEEDHAM, MA 02492-

PPAFFMANN, KENDRIK A
89 ROLLING LN
NEEDHAM, MA 02492-

EV-ELMVVIEW REALTY LLC
935 GREAT PLAIN AVE
NEEDHAM, MA 02492-

BABSON COLLEGE
231 FOREST ST OLIN 316
BABSON PARK, MA 02457-

ADAMS, RACHEL S. & ADAMS, DAVID C
49 NORTH HILL AVE
NEEDHAM, MA 02492-

PINGETON, SCOTT & PINGETON,
MALLORY
69 NORTH HILL AVE
NEEDHAM, MA 02492-

TOWN OF NEEDHAM C/O PARK &
RECREATION COMMISSION
1471 HIGHLAND AVE
NEEDHAM, MA 02492-

PRASAD, SAUMYA & SAHU, SUMAN
930 CENTRAL AVE
NEEDHAM, MA 02492-

NEEDHAM ENTERPRISES LLC
C/O BORRELLI LAW OFFICES
NEEDHAM, MA 02492-

WATTS, DIANA
848 CENTRAL AVE
NEEDHAM, MA 02492-

HERSEY, RICHARD A. TR HERSEY
FAMILY REALTY TRUST
881 CENTRAL AVE
NEEDHAM, MA 02492-

CHARLES RIVER ASSOCIATION OF RETD
CITIZN
P. O. BOX 920169
NEEDHAM, MA 02492-

LUND, TIMOTHY E. & LUND, SHARON B
262 FOREST ST
NEEDHAM, MA 02492-

WALKER, ROSS & WALKER, RUTH D
198 FOREST ST
NEEDHAM, MA 02492-

AMAYA, JAVIER A & KELLY S
100 ROLLING LN
NEEDHAM, MA 02492-

MURDOCK, SUSAN B
66 ROLLING LN
NEEDHAM, MA 02492-

DOMENICONI, PATRICIA & KURKJIAN,
DAVID
101 ROLLING LN
NEEDHAM, MA 02492-

LEYFER, MICHAEL & LEYFER, OVSANNA
77 BESS RD
NEEDHAM, MA 02492-

BLOCH, BRIAN G. & BLOCH, ALYSON L
126 JARVIS CIR
NEEDHAM, MA 02492-

MISKIN, MARK D. & CONSIDINE-MISKIN,
BRENDA
860 CENTRAL AVE
NEEDHAM, MA 02492-

TORAN, MARYBETH
945 CENTRAL AVE
NEEDHAM, MA 02492-

UNITED STATES OF AMERICA NATICK
RPD
59 EAST MILITIA HEIGHTS DR
NEEDHAM, MA 02492-

KOUTSOPOULOS, ANNETTE DEMCHUR
& KOUTSOPOULOS, HARILAOS N
218 FOREST ST
NEEDHAM, MA 02492-

ROSSI, DIANNE M
92 ROLLING LN
NEEDHAM, MA 02492-

OBEID, CHARLES
146 FOREST ST
NEEDHAM, MA 02492-

RIEDL, BRADLEY R & RIEDL, COLLEEN E
106 FOREST ST
NEEDHAM, MA 02492-

SILVERMAN, JOSEPH H. + SILVERMAN,
SUSAN G
57 NORTH HILL AVE
NEEDHAM, MA 02492-

JIAN, XINGCHEN & XU, JIAJIE
924 CENTRAL AVE
NEEDHAM, MA 02492-

SUN, ZIRAN & WANG, ZHENG
914 CENTRAL AVE
NEEDHAM, MA 02492-

SUBRAMANYAM, RAJESHWARI
84 BESS RD
NEEDHAM, MA 02492-

LIACOPOULOS, ROBERT D. &
LIACOPOULOS, SETA Z
57 BESS RD
NEEDHAM, MA 02492-

FREEDBERG, CATHY M. & RICHARD M.
TRS CATHY M. FREEDBERG REVOCABLE
TRUST
112 JARVIS CIR
NEEDHAM, MA 02492-

CENTOLA, JOSEPH P., TR JARVIS
REALTY TRUST
113 WINTER ST
HOPKINTON, MA 01748-

DEVRIES, LEE S & DEVRIES, LAURIE C
876 CENTRAL AVE
NEEDHAM, MA 02492-

NEEDHAM HISTORICAL SOCIETY, INC
176 GREENDALE AVE
NEEDHAM, MA 02494-

MAHERAS, STYLIANOS & MAHERAS,
KRISTIE
891 CENTRAL AVE
NEEDHAM, MA 02492-

KACHKA, MINNA TR. MINNA KACHKA
TRUST
238 FOREST ST
NEEDHAM, MA 02492-

BABSON COLLEGE
231 FOREST ST OLIN 316
BABSON PARK, MA 02457-

WEISBROD, ERIC M. & WEISBROD,
VANESSA M.
76 BESS RD
NEEDHAM, MA 02492-

112-114 JARVIS CIRCLE CONDOMINIUMS
112 JARVIS CIR
NEEDHAM, MA 02492-

SARATELLA, VICTOR C.
886 CENTRAL AVE
NEEDHAM, MA 02492-

MANDELL, ADRIANNA E
134 JARVIS CIR
NEEDHAM, MA 02492-

SOUTHARD, ANDREA G. & ORTIZ, LISA
FARROHI, STEPHANIE ANN
148 JARVIS CIR
NEEDHAM, MA 02492-

BARBER, LUTHER L. TR & DIAMOND-
BARBER, MIRIAM S, TR
152 JARVIS CIR
NEEDHAM, MA 02492-

CHUNG, JOOHO & JIN, XI
870 CENTRAL AVE
NEEDHAM, MA 02492-

SAFARI INVESTMENT LLC
11 CANDLEBERRY LN
WESTON, MA 02493-

FRANKLIN W. OLIN COLLEGE
OF ENGINEERING
1735 GREAT PLAIN AVE
NEEDHAM, MA 02492-

LEGAL NOTICE



TOWN OF NEEDHAM SELECT BOARD

Application for New All Alcohol Beverages License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, Sections 12 and 16C, that North Hill Needham, Inc., dba North Hill, Briana Tucker, Proposed Manager of Record, has applied for a Section 12 Continuing Care Retirement Community, All Alcoholic Beverages License at 865 Central 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 28th day of January 2025 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://needham-k12-ma-us.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZH VXZjFNbWJXRFRJoQT09>

Webinar ID: 826 0101 3229 Password: 652800

Or One-Tap Mobile Telephone: +16469313860,,82601013229#,,,
*652800#

Licensing Authority, Select Board

2x4 Town of Needham - North Hill Alcohol Lic 1-9-25

1-9-25 HTW



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

MEETING DATE: 1/28/2025

Agenda Item	MWRA Metropolitan Water Tunnel Program Update
Presenter(s)	Kathy Murtagh, MWRA Director of Tunnel Redundancy Paul Savard , MWRA Director of Design and Construction, Tunnel Redundancy

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Project leadership from the MWRA will discuss the design progress and site preparation steps taken to date, as well as the future plans for the Tunnel Redundancy Program.
2.	VOTE REQUIRED BY SELECT BOARD
	N/A – Discussion Only
3.	BACK UP INFORMATION ATTACHED
	a. Slide Presentation



Metropolitan Water Tunnel Program

Town of Needham

Select Board Meeting

January 28, 2025



Agenda

- MWRA – Introduction
- Tunnel Program - Goals
- Tunnel Program - Update
 - Status
 - Schedule
- Informational Resources
- Questions?



**Metropolitan Water Tunnel Program
Public Information Session**

**Wednesday, February 5th
7:00PM (Hall will open at 6:30PM)**

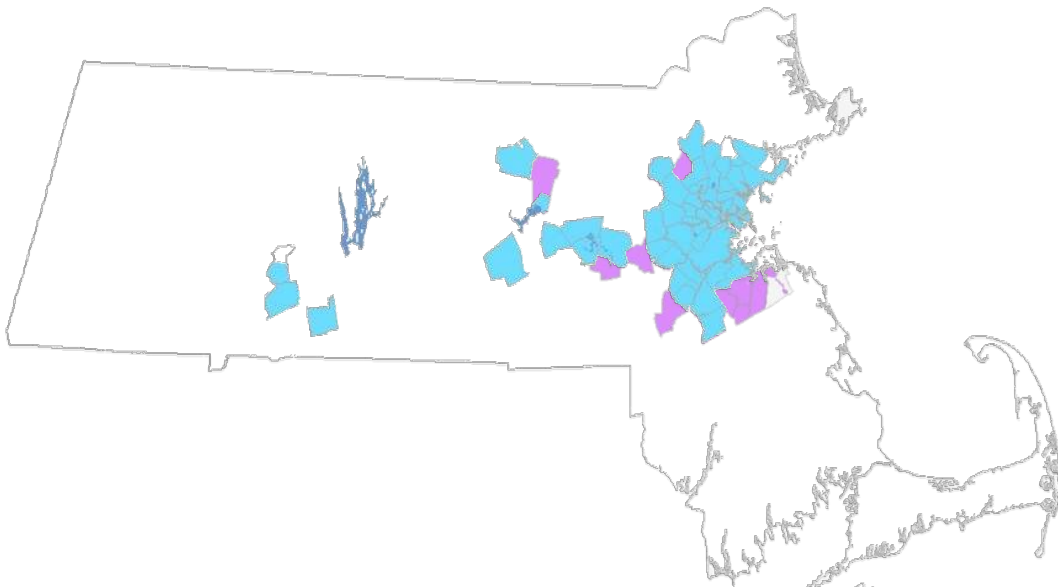
**James Hugh Powers Hall
Needham Town Hall
1471 Highland Ave, Needham, MA**



MWRA – Who We Are.... What We Do ...

The MWRA ...

- provides wholesale water and wastewater services to over 3.1 million customers in 61 communities
- delivers an average of 200 million gallons per day to its water customers
- collects and treats an average of 350 million gallons of wastewater per day, with a peak capacity of 1.2 billion gallons



We have ...

- 5 years of storage for water supply
- State of the art water treatment facility
- 102 miles of active transmission mains and tunnels (plus 43 miles on standby), including a number of deep rock pressure tunnels
- 284 miles of distribution mains with over 4,700 valves
- 12 pump stations and several covered storage tanks
- ~ 85% of our water is delivered by gravity

We Must....

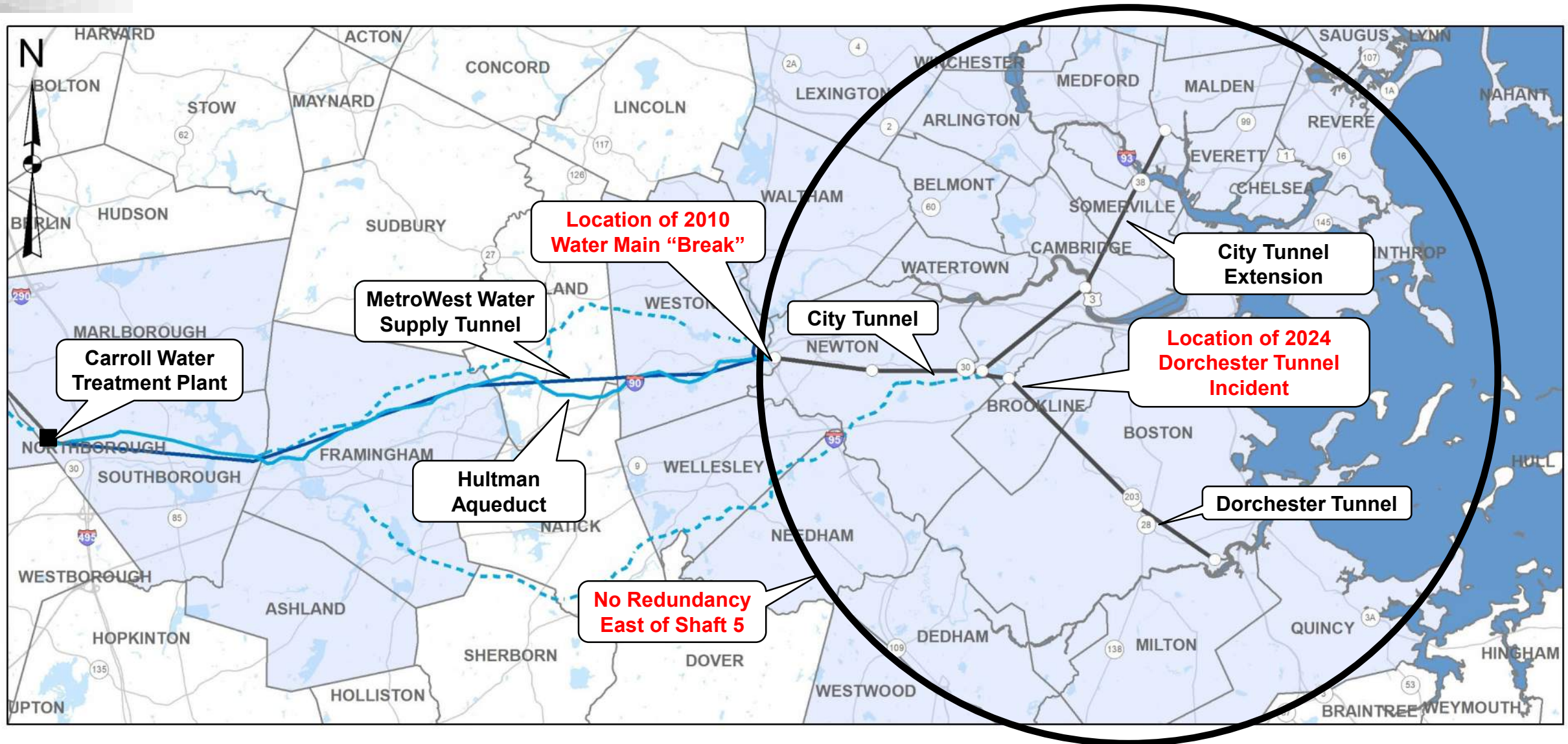
- Deliver water to protect **public health**, provide **sanitation**, and **fire protection**

We Need to....

- Have the ability to swiftly respond to a disruption in service
- Maintain and rehabilitate surface piping, key valves and tunnels on a periodic basis



Metropolitan Tunnel System Serves About 60 Percent of Water Demand in Metropolitan Area





Metropolitan Water Tunnel Program - Goal

Provide Full Redundancy for the Metropolitan Tunnel System:

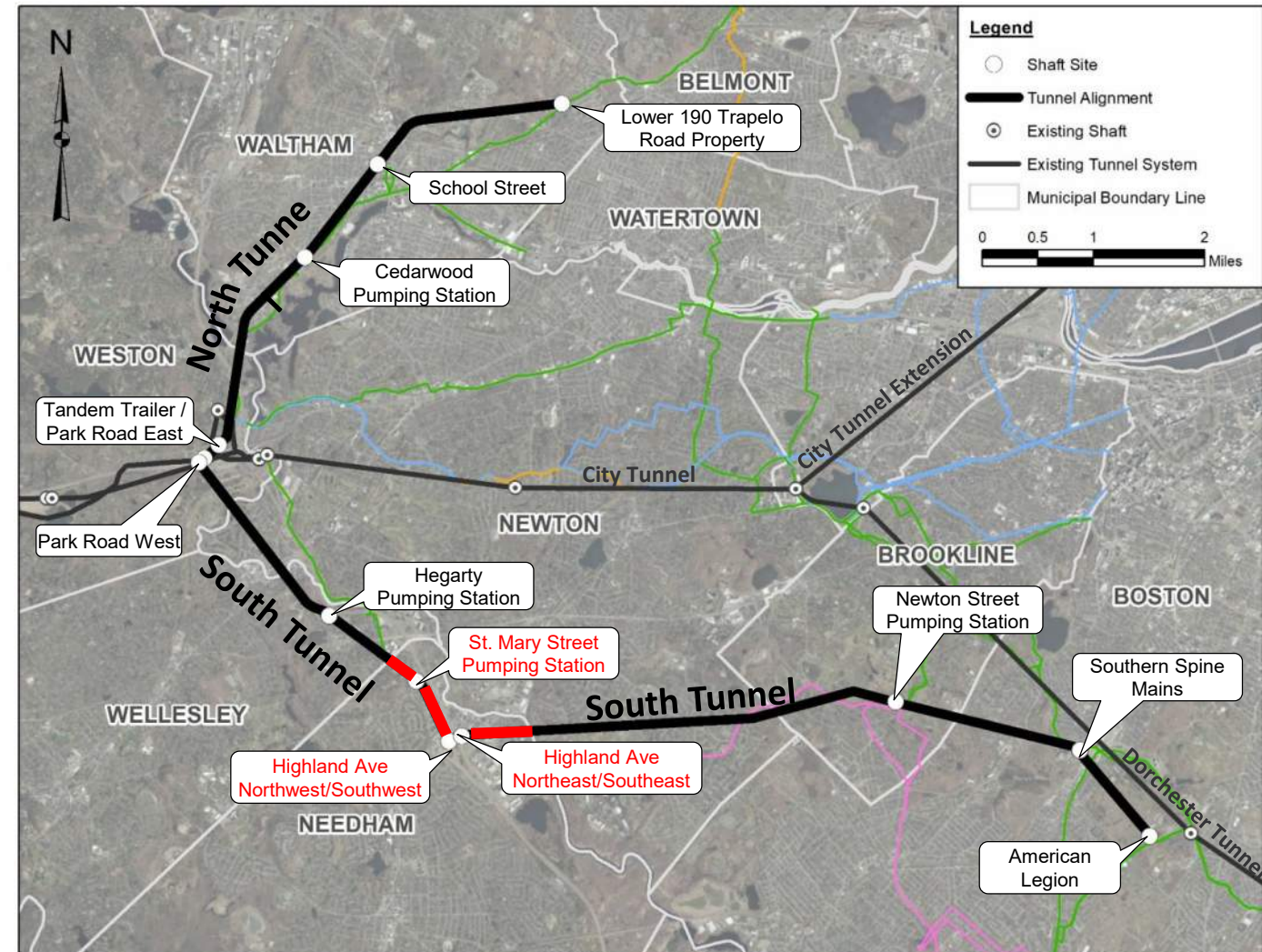
- Provide normal water service and fire protection when the existing tunnel system is out of service
- Provide the ability to perform maintenance on existing tunnels year-round
- Provide uninterrupted service in the event of an emergency shut down
- Meet high day demand flow with no seasonal restrictions
- Avoid activation of emergency reservoirs
- Meet customer expectations for excellent water quality





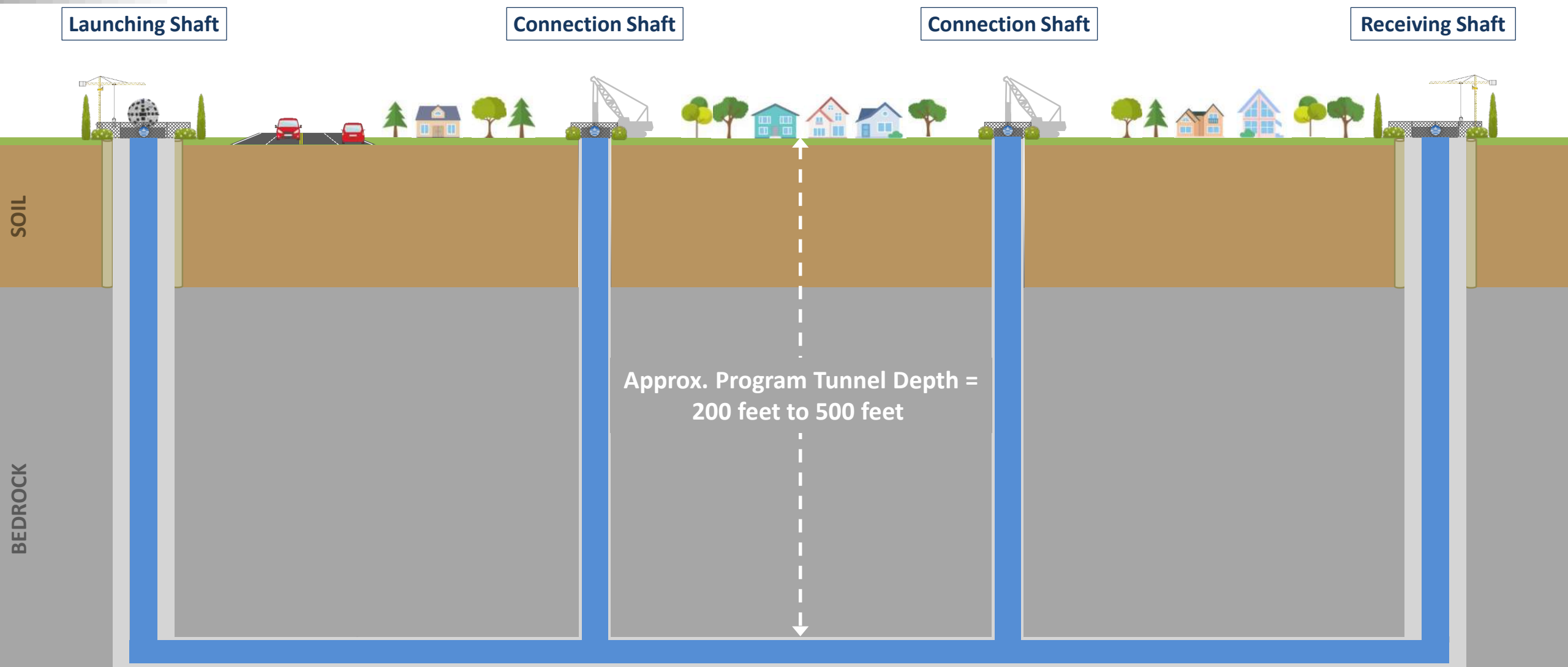
Metropolitan Water Tunnel Program - Overview

- ~15 miles of deep, hard rock, pressure water tunnels
- 13 Shaft Sites
- Tunnels will begin in Weston (I-90/I-95)
- North Tunnel - ~5 miles, ends in Waltham
- South Tunnel - ~10 miles, ends in Mattapan near American Legion Hwy
- Tunnel Construction anticipated between 2028 and 2040





Conceptual Construction Sequence



NOT TO SCALE
For discussion only



How Did We Get Here?



Early Concepts:

- Establish Program Goal = Full Redundancy
- Evaluated numerous tunnel and non-tunnel alternative
- Selected all tunnel alternative (maximize work underground, least impacts)

Preliminary Design & EIR – Performed in Parallel:

- Gather Stakeholder input, incorporate into environmental analysis and preliminary design
- Shaft site selection
 - Meet system hydraulic requirements
 - Provide sufficient space for construction and permanent infrastructure
- Establish tunnel alignment
 - Minimize overall tunnel length and avoid geo-hazards, when possible
 - Establish readily constructible tunnel segment lengths
- Avoid, minimize, and mitigate impacts to the environmental and communities to the maximum extent practicable



Preliminary Design

Early
Concepts

Prelim. Design
& EIR

Geotechnical
Investigations

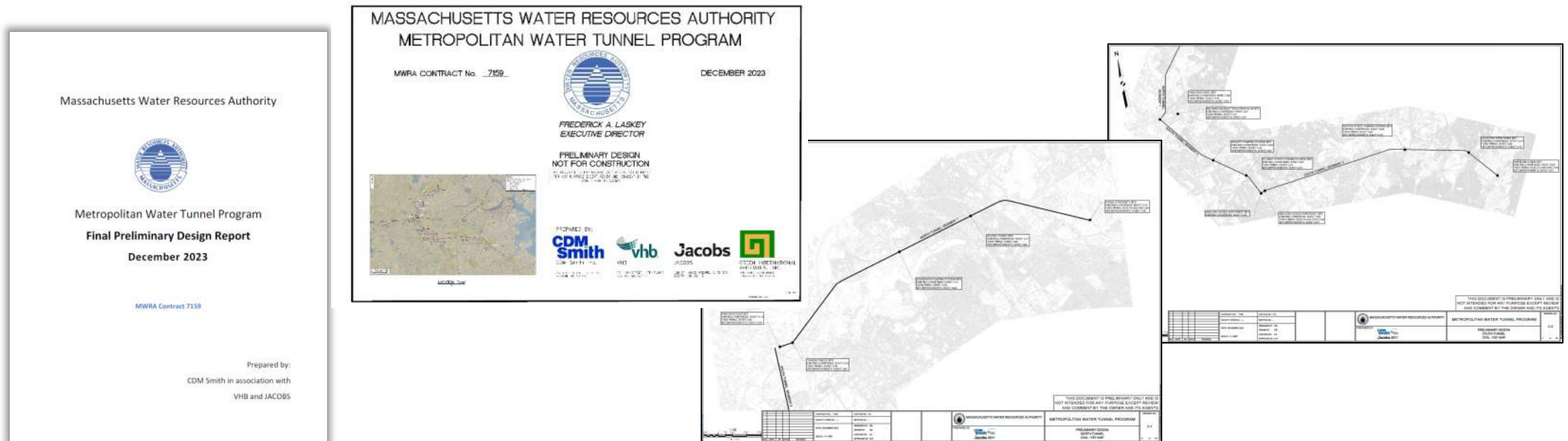
Final
Design

Construction

Operations

Preliminary Design (2020 – Early 2024) Complete ✓

- 15 miles of deep rock tunnel
- 100 Year Service Design Life
- Preliminary tunnel alignment and profile, valve chambers and surface pipeline connections
- Construction contract packaging and sequence approach
- Updated construction cost estimate and construction schedule



For discussion only



Environmental Review Documents

Early
Concepts

Prelim. Design
& EIR

Geotechnical
Investigations

Final
Design

Construction

Operations

MEPA filings and Environmental Impact Reports: **Complete ✓**

- Environmental Notification Form (ENF), March 2021
 - Certificate Issued May 2021
- Draft Environmental Impact Report (DEIR), October 2022
 - Certificate Issued December 2022
- Supplemental Draft Environmental Impact Report (SDEIR), July 2023
 - Certificate Issued September 2023
- Final Environmental Impact Report (FEIR), February 2024
 - Certificate Issued April 2024

Stakeholder Comments Were Addressed as Part of the Environmental Review Process

Documents are available on our website:

<https://www.mwra.com/mwtp/resources.html#resources>





Geotechnical Investigation

Early Concepts

Prelim. Design & EIR

Geotechnical Investigations

Final Design

Construction

Operations

- Phase 1, Preliminary Design/Environmental Impact Report (2020 – 2023) **Complete** ✓
- Phase 2, Geotechnical Support Services (2023 – Early 2026) **Ongoing**
- Phase 3, Final Design (2025 – 2028) **Up Next**



St Mary Street, Needham



Highland Circle, Needham

METROPOLITAN WATER TUNNEL PROGRAM									
MWRA CONTRACT NO. 7557									
BORING: 6-56-105		LOCATION: NEEDHAM							
CORE RUN: C51-105		BOX: 10 OF 24							
DATES: 06/11/24		DEPTH: 171.9 - 187.0 ft.							
DEPTH: 171.9 - 187.0									
CORE RUN	DEPTH (ft)	PEN (in)	ORC (in)	REL (%)	RQD (in)	RQD (%)			
C51	171.9 - 177	61	61	100	61	100			
C52	177 - 181	60	60	100	60	100			
C53	181 - 187	60	60	100	60	100			



About MWRA's Metropolitan Water Tunnel Program Geotechnical Field Investigation

The Massachusetts Water Resources Authority (MWRA) will be conducting field work to support a major water supply tunnel program in the Metropolitan Boston area. The two new water tunnels will improve the reliability of our water infrastructure and allow our aging, existing water tunnel system to be rehabilitated without interrupting service.

The MWRA will be drilling test borings and conducting geophysical surveys in the Metropolitan Boston area. The MWRA will use the data from the field investigations to design and construct solutions that are best suited for the Tunnel Program. The geographical limits of the field investigations are shown in the shaded area below.



Program teams with hand-held, to street-sized equipment, are areas, lines of routes and sensors temporarily placed on the support vehicles in the area of the work.

Support trucks, testing equipment and water holding tanks, with three-section fence will typically be set around the work area for safety control measures in place and project signage at locations that will pose minimal disruptions to temporary changes in pedestrian and vehicular travel will be installed upon completion generally in. Upon completion of the field work, our crews will restore any inconvenience and thank you for your

Final Conditions - Restored

Typical of days at each location depends on the manner length, about one to two weeks, including setup and site restoration.

between 7:00 a.m. and 9:00 p.m. Mondays through Fridays.

Distributed 12/4/2024

METROPOLITAN WATER TUNNEL PROGRAM

NOTICE TO ABUTTERS

NEEDHAM

The Massachusetts Water Resources Authority (MWRA) will be conducting field work to support a major water supply tunnel program in the Metropolitan Boston Area. The two proposed water tunnels will improve reliability for our water infrastructure and allow our aging existing water tunnel system to be rehabilitated without interrupting service.

As part of the design effort, MWRA has hired GEI-Deve Joint Venture and other firms to perform pavement cores, vacuum excavations, and test borings to study the existing geological conditions, as well as collecting subsurface soil samples. Observation wells may be installed within selected boreholes to measure groundwater levels.

The site activities will include establishing a work area around each boring location, to provide providing a working space for a drill rig, support trucks, and equipment. Erosion and sedimentation controls will be installed, as needed. At each of the boring locations, the work is estimated to take about 1 to 2 days to complete, including site set-up and breakdown. Upon completion of site activities, our crews will restore the work sites.

MWRA has planned for a total of six test borings along Fremont Street, Charles Street, Wexford Street, Arlington Road, and Brook Road in Needham. The work will be on the public roadways and not on any private property.

For 9th, weather dependent, and occur rough Friday. Construction Zone Safety al public safety in each area.

ions, please contact:

at the MWRA

phone at (617) 963-9876



Outreach

Early Concepts

Prelim. Design & EIR

Geotechnical Investigations

Final Design

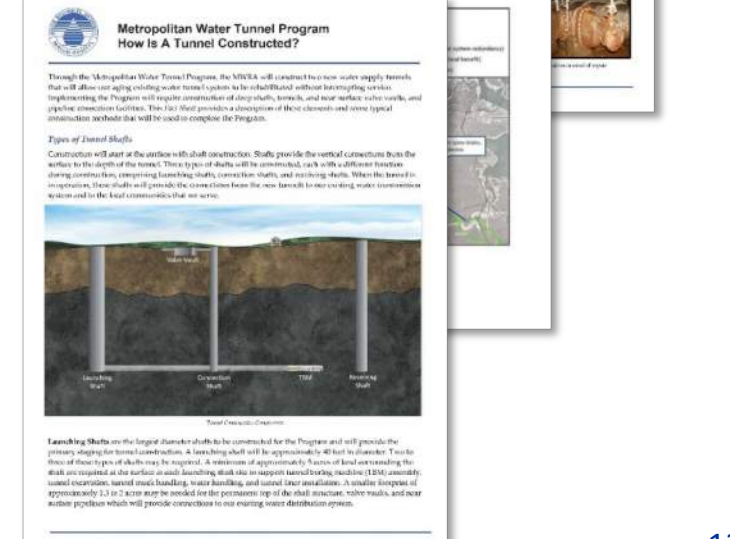
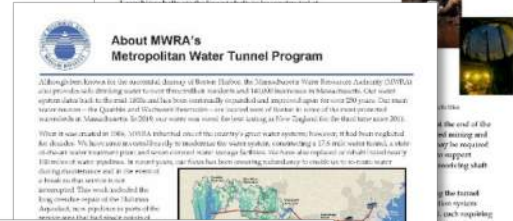
Construction

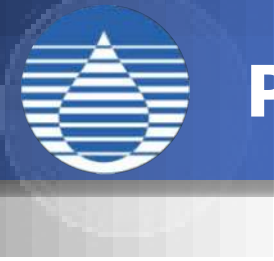
Operations

- Met with communities in the study area; established Working Groups with representatives from each community
- Numerous meetings with the 7 communities in which the tunnel will be constructed:
 - Town Management, Public Works, Public Safety/Fire, Conservation Commission, etc.
- Multiple meetings with key stakeholders and permit agencies
- Met with numerous organizations, businesses & private property owners to coordinate field work
- Met with several community interest groups
- Established a Website <https://www.mwra.com/mwtp.html> and email address (for questions) Tunnels.info@mwra.com
- Created multiple Fact Sheets – available in 4 languages
- Public Information Sessions **Starting in February!**

Outreach will continue throughout final design and construction

For discussion only





Public Information Session



Metropolitan Water Tunnel Program Public Information Session

**Wednesday, February 5th
7:00PM (Hall will open at 6:30PM)**

**James Hugh Powers Hall
Needham Town Hall
1471 Highland Ave, Needham, MA**

<https://www.mwra.com/about-mwra/calendar>



Highland Avenue Northwest and Northeast – Shaft Sites

Site Purpose:

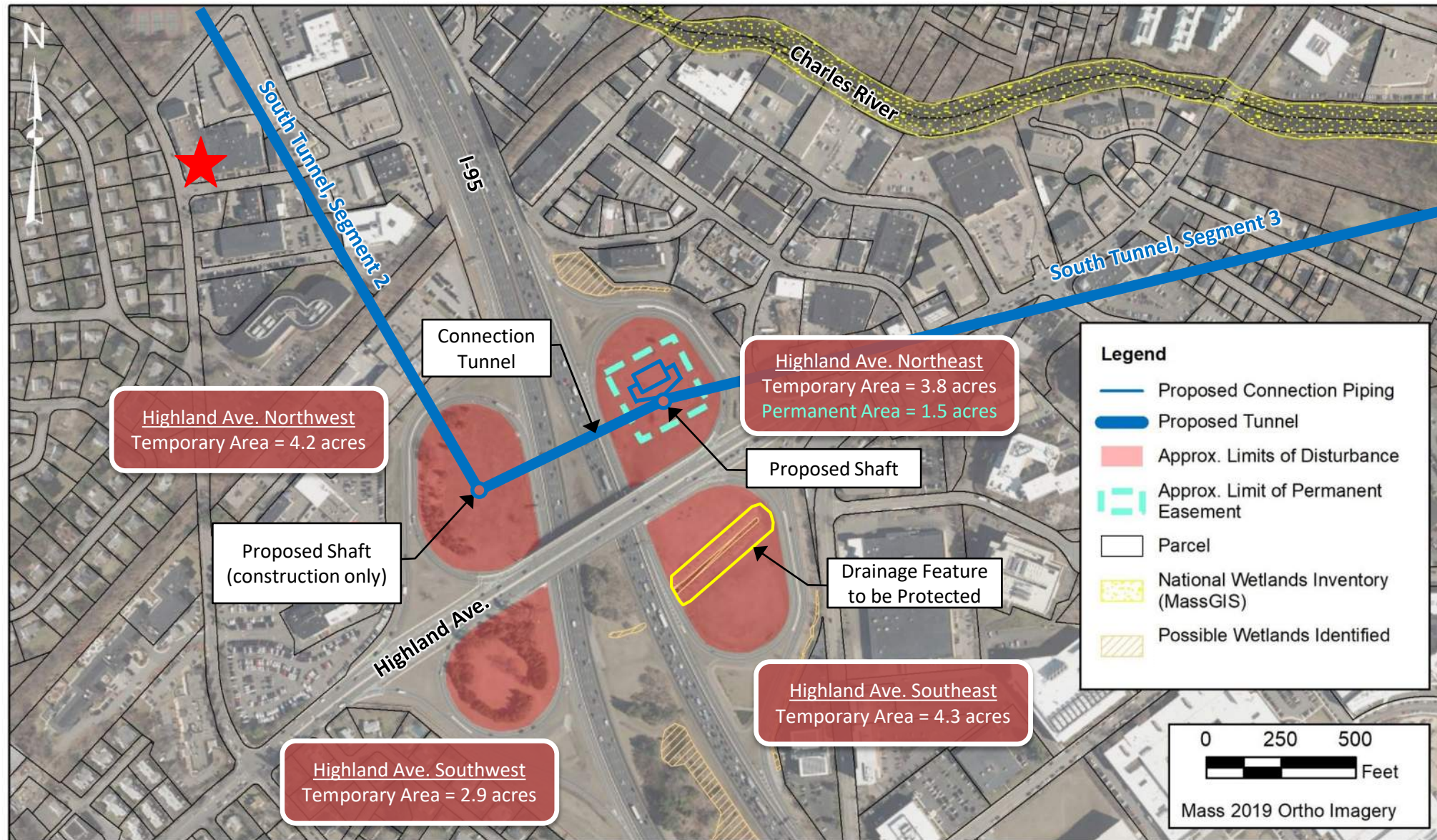
- Launch TBM from Northwest Cloverleaf to Weston
- Launch TBM from Northeast Cloverleaf to Mattapan
- Connector tunnel below I-95

Site Characteristics:

- Coordination with MassDOT is ongoing
- Sites were previously used for construction staging

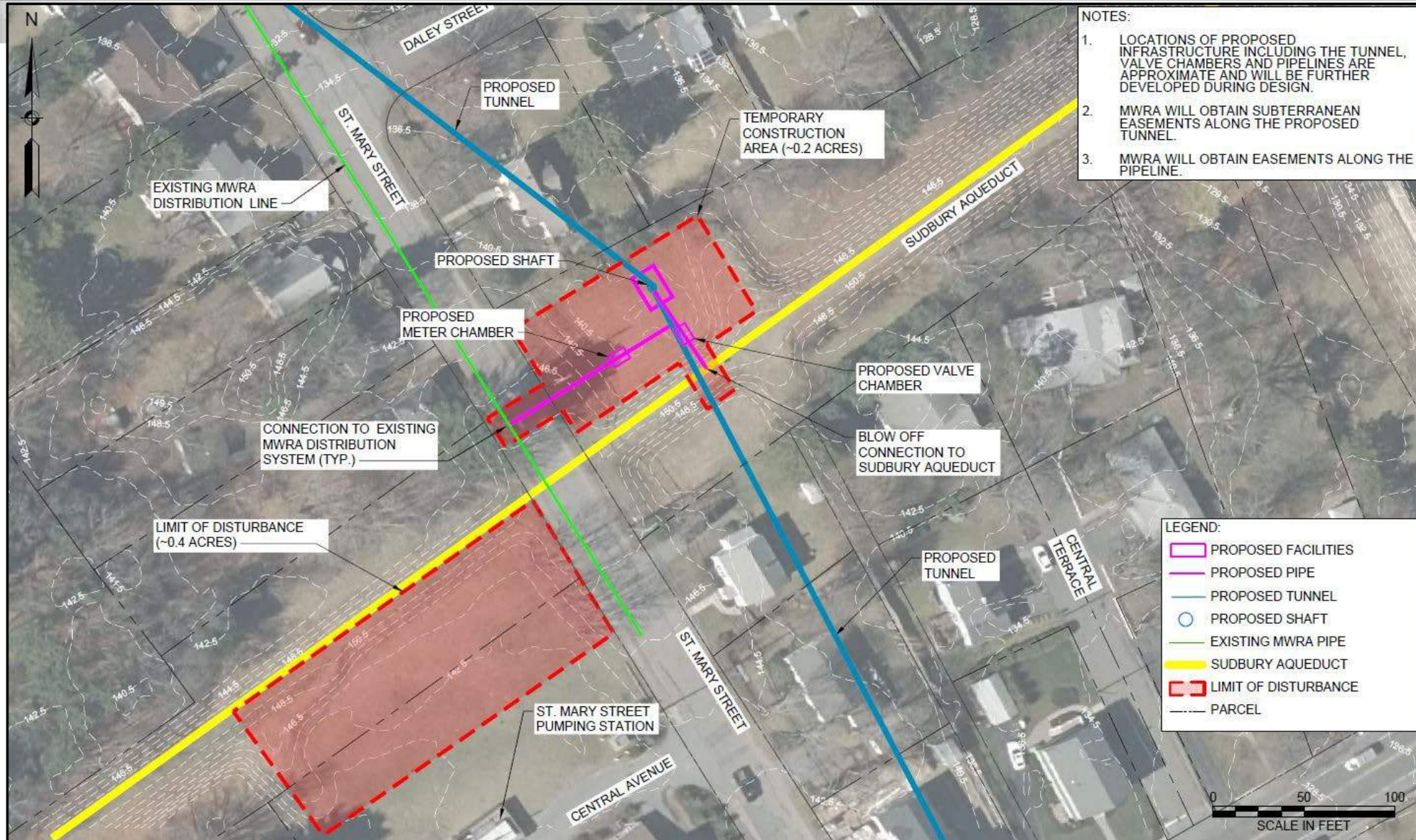


MWRA Tunnel Program Office (and Rock Core Storage Facility)





St Mary St Pumping Station – Connection Shaft



- Most work on MWRA property
- Limited in road work



Construction

Early Concepts

Prelim. Design & EIR

Geotechnical Investigations

Final Design

Construction

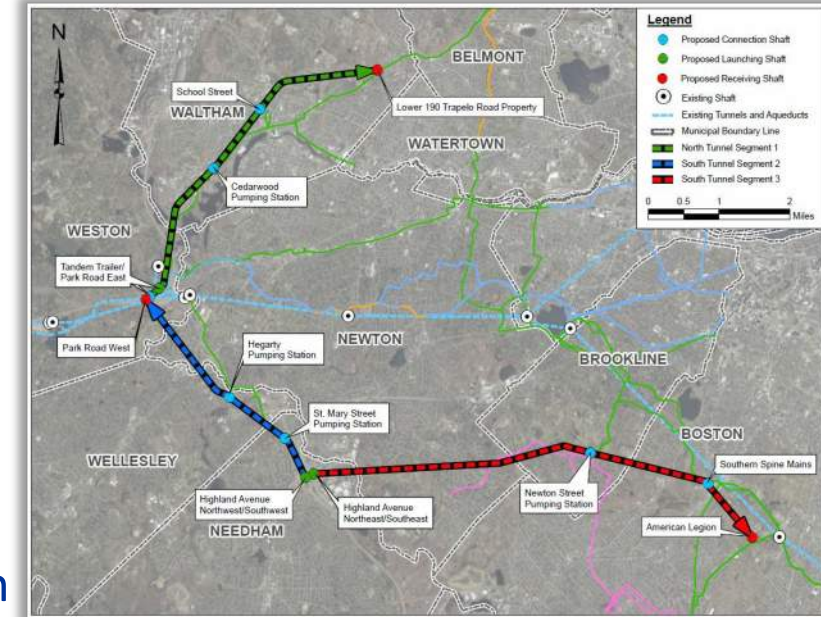
Operations

Tunnel Construction:

- South Tunnel - 2028 ←
- North Tunnel - 2029
- Complete by 2040

Early Enabling Construction Work: Target to begin 2026

- TBM Power Supply – by Eversource ←
- Needham Dewatering Drainage Line ←
- Lower 190 Trapelo Road Property - Building Demolition
- Tandem Trailer Parking Relocation





TBM Power Supply – by Eversource

Early
Concepts

Prelim. Design
& EIR

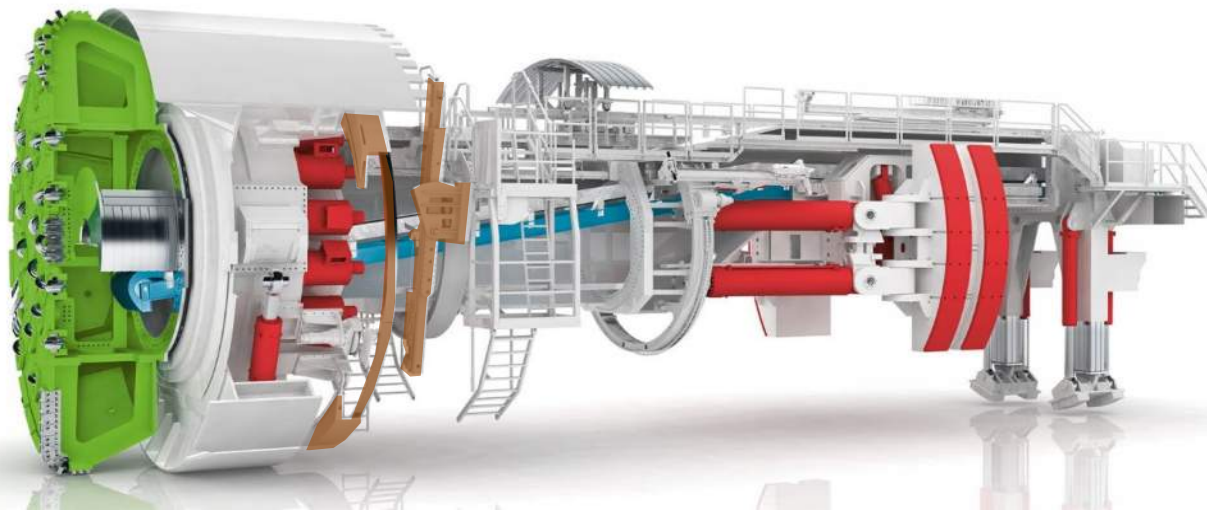
Geotechnical
Investigations

Final
Design

Construction

Operations

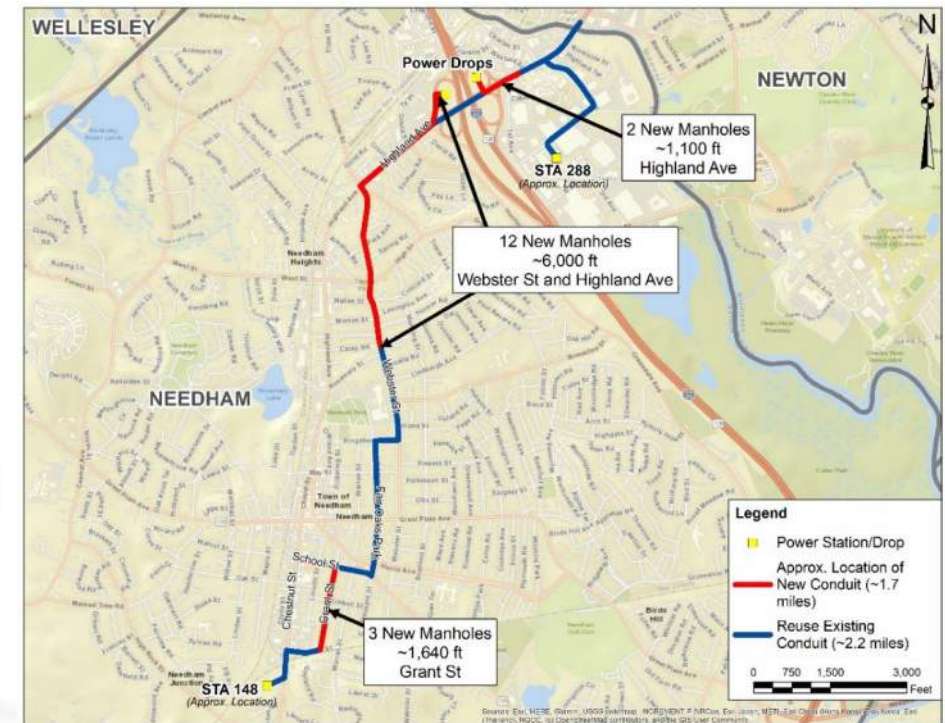
- The tunnel boring machines (TBMs) are very large machines and are powered by electricity
- There is not sufficient power supply in the Highland Ave area to support TBM operations
- MWRA is working with Eversource to bring a new power infrastructure to the launching shaft sites
- This new power infrastructure will remain after the Tunnel Program is complete



Source: www.herrenknecht.com

Highland Ave Launching Shaft Sites:

- ~1.7 miles of new duct bank & cable
- ~2.2 miles of reused duct bank & cable





Dewatering Drainage Pipeline

Early
Concepts

Prelim. Design
& EIR

Geotechnical
Investigations

Final
Design

Construction

Operations



- Early enabling construction project
- New pipeline for construction dewatering and future unwatering of the south tunnel
- Requires a short trenchless crossing of an I-95 Ramp (within MassDOT ROW)
- New outfall to the Charles River



For discussion only



Tunnel Program – Current Schedule



- Preliminary Design & EIR: 2020 – 2024 **Complete ✓**
- Final Design: 2024 – 2029 **Ongoing**
- Eversource - Power Supply Construction: 2025 – 2029
- Early Enabling Projects Construction : 2026 – 2029
- Land Acquisition: 2021 – 2029 **Ongoing**
- South Tunnel Construction: 2028
- North Tunnel Construction: 2029
- New Tunnel System in Operation: by 2040



Launch Shaft Site

Early
Concepts

Prelim. Design
& EIR

Geotechnical
Investigations

Final
Design

Construction

Operations



MWWST Shaft 5A – During
Construction

MWWST Shaft 5/5A – Post Construction





Permanent Infrastructure

Early Concepts

Prelim. Design & EIR

Geotechnical Investigations

Final Design

Construction

Operations



Permanent infrastructure is mostly below grade:

- Top of shaft structure and valve chamber (~2 ft above grade)
- Connection piping (all buried)



MWWST Wellesley St
Connection Shaft, Weston



MWWST Shaft L, Framingham



MWWST Shaft 5/5A, Weston



MWWST Shaft E, Southborough



Emergency Response Coordination

Early
Concepts

Prelim. Design
& EIR

Geotechnical
Investigations

Final
Design

Construction

Operations

- Shafts are located in six (6) communities, tunnel alignment is beneath seven (7) communities
- Advance coordination is needed to ensure coordinated emergency response during construction
 - Uniqueness of the underground construction environment and its hazards
 - Anticipated role and responsibilities of the MWRA tunnel contractors and local Emergency Responders
 - Tunnel Contractors to provide all OSHA required tunnel rescue resources (2 teams)
 - Local Emergency Responders assume incident command on the surface and, if needed, provide support underground (e.g. for extrication and medical care)
 - Training and equipment needed by the local Emergency Responders throughout tunnel construction
- Emergency response coordination needs to be tailored to each communities' capabilities and size
- MWRA resources will be provided to ready the local Emergency Responders
- **MWRA is working with local Emergency Responders to determine what resources will be needed**





Where to Find Information / How to Contact Us

- Tunnel Program Website: <https://www.mwra.com/mwtp.html>
 - Program Information
 - Reports and other Documents
 - Meeting Agendas and Minutes
- Needham - Notices and Info:
<https://www.mwra.com/mwtp/resources.html#resources>
- Program email address: Tunnels.info@mwra.com
 - Public inquiries and information requests
- Contact Us!
 - Carmine DeMaria, Community Relations Coordinator
 - 617-305-5725
 - Carmine.DeMaria@mwra.com





Metropolitan Water Tunnel Program

Thank You!





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

MEETING DATE: 1/28/2025

Agenda Item	Sign Notice of Needham Traffic Regulation Amendment – Parking Meter Location and Regulations Amendment
Presenter(s)	Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Director of Public Works will request that the Select Board approve an amendment to the Town of Needham Traffic Rules and Regulations, Article V, “Stopping, Standing, Parking”, specifically by amending Section 5-7, “Parking Meter Locations and Regulations”.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve and sign the Notice of Traffic Regulation Permit #P25-01-28 amending the Town of Needham Traffic Rules and Regulations by amending Article V, “Stopping, Standing, Parking”, Section 5-7 “Parking Meter Locations and Regulations.”	
3.	BACK UP INFORMATION ATTACHED
a) Copy of Traffic Regulation #P25-01-28 b) Amendment of Section 5-7 (Redlined) c) Amendment of Section 5-7 (Clean)	

SECTION 5-7.1 Parking Meter Locations and Regulations Parking is restricted or limited as to time, space, streets and municipal off-street parking areas on the streets and municipal off-street parking areas designated as Schedule I-A hereto appended to which reference is made and which Schedule I-A is specifically incorporated in this Section. No person shall park a vehicle for a period of time longer than one (1) hour between the hours of 8:00 a.m. and 6:00 p.m. on any of the streets, except as otherwise designated in Schedule I-A, or for a period of time longer than two (2) hours in any municipal off-street parking area hereinafter designated in Schedule I-A, unless otherwise designated in Schedule I-A, or as may hereafter be fixed by amendment, ~~except that on Friday the limited parking time shall apply between the hours of 8:00 a.m. and 9:00 p.m.~~ This restriction shall not apply on Sundays or during the hours of legal holidays during which business establishments are required by law to remain closed. In accordance with the foregoing parking meter zones are hereby established in the streets, parts of streets or municipal off-street parking areas listed in Schedule I-A

SECTION 5-7.2: The Director of Public Works is hereby empowered, with the approval of the Board of Selectmen, to contract, in accordance with provisions of Chapter 40 of the General Laws, for the acquisition and installation of parking meters provided for by this regulation and to maintain said meters in good workable condition.

SECTION 5-7.3 The Director of Public Works is hereby authorized and directed to install parking meters within the areas described in this regulation or cause the same to be so installed. The meters shall be placed at intervals of not less than twenty (20) feet apart except that beginning and ending spaces may be eighteen (18) feet and except where angle parking is permitted, and not less than twelve (12) inches nor more than twenty-four (24) inches from the face of the curb adjacent to individual meter spaces. Meters shall be so constructed as to display a signal showing legal parking upon the deposit therein of the ~~proper coin or coins~~ payment as indicated by instructions on said meters and for such period of time as is or shall be indicated by meter legend. Said signal shall remain in evidence until expiration of the parking period designated at which time a dropping of a signal automatically or some other mechanical or electronic operation shall indicate expiration of said parking period.

SECTION 5-7.4 The Director of Public Works is hereby authorized and directed to establish parking meter spaces in such parking meter zones as are herein specified, or as may be hereafter fixed by amendment and to indicate the same by white markings upon the surface of the highway, or parking lot. Traffic Rules and Regulations Page 12

SECTION 5-7.5 Whenever any vehicle shall be parked adjacent to a parking meter, the owner or operator of said vehicle shall park within the space designated by pavement marking lines and, upon entering such space, shall immediately ~~deposit in said meter the required coin of the United States—~~ provide payment for a maximum legal parking period or proportionate period thereof, both as indicated or shown on the meter or electronic device and if so required set the time mechanism in motion. The fee for the maximum parking time in on-street parking meter zones shall be as indicated upon the meter or signage or electronic device. The fee for parking in municipal off-street parking areas shall be at a rate as indicated upon the meter or signage or electronic device. It shall be unlawful for any person to deposit or cause to be deposited in a parking meter any ~~coin~~ payment for the purpose of permitting the vehicle of which ~~he/she is~~ they are in charge to remain in a parking space beyond the maximum period of time

allowed in a particular zone. It shall be unlawful for any person to park a vehicle within a parking meter space unless such vehicle is wholly within the painted lines adjacent to such meter. It shall be unlawful for any unauthorized person to open, tamper with, break, injure or destroy any parking meter or to deposit or cause to be deposited in such meter any slugs, device or metallic substance or any other substitute for the ~~coins-~~ payment required.

SECTION 5-7.6 Operators of commercial vehicles may park in a metered space without ~~depositing a coin-~~ payment for a period not to exceed thirty (30) minutes for the purposes of loading or unloading. Parking in excess of this time limit without ~~depositing the proper coin~~ payment shall be deemed a violation of the provisions of this regulation.

SECTION 5-7.7 The Director of Public Works is hereby designated as the person authorized to collect monies deposited in parking meters or to cause the same to be so collected. Such monies shall be deposited forthwith with the Treasurer in a separate account to be known as the Needham Parking Meter Account.

SECTION 5-7.8 All fees received by said Treasurer from the operation and use of parking meters shall be used as authorized by Chapter 40 of the General Laws (Ter. Ed.).

SECTION 5-7.9 It shall be the duty of police officers, special police, and parking enforcement officers to enforce the provisions of this section.

SECTION 5-7.10 Any person who violates any parking provisions of this regulation shall be subject to the penalties provided by Chapter 90, Section 20A of the General Laws and any other violation shall be punishable as may be provided by law.

SECTION 5-7.11 No driver, while operating any vehicle owned and bearing indicia of ownership by the Town of Needham, State or Federal governments, shall be required to deposit any fee in a parking meter as provided in this section

TOWN OF NEEDHAM
SELECT BOARD
NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Select Board of the Town of Needham, it is hereby

VOTED: That the Town of Needham Traffic Rules and Regulations adopted by the Select Board February 14, 1989 and subsequent amendments thereto be and are hereby further amended as follows:

By amending Article V, "STOPPING, STANDING, PARKING; Section 5-7, "Parking Meter Locations and Regulations" as indicated below:

SECTION 5-7.1: Parking Meter Locations and Regulations Parking is restricted or limited as to time, space, streets and municipal off-street parking areas on the streets and municipal off-street parking areas designated as Schedule I-A hereto appended to which reference is made and which Schedule I-A is specifically incorporated in this Section. No person shall park a vehicle for a period of time longer than one (1) hour between the hours of 8:00 a.m. and 6:00 p.m. on any of the streets, except as otherwise designated in Schedule I-A, or for a period of time longer than two (2) hours in any municipal off-street parking area hereinafter designated in Schedule I-A, unless otherwise designated in Schedule I-A, or as may hereafter be fixed by amendment. This restriction shall not apply on Sundays or during the hours of legal holidays during which business establishments are required by law to remain closed. In accordance with the foregoing parking meter zones are hereby established in the streets, parts of streets or municipal off-street parking areas listed in Schedule I-A

SECTION 5-7.2: The Director of Public Works is hereby empowered, with the approval of the Board of Selectmen, to contract, in accordance with provisions of Chapter 40 of the General Laws, for the acquisition and installation of parking meters provided for by this regulation and to maintain said meters in good workable condition.

SECTION 5-7.3: The Director of Public Works is hereby authorized and directed to install parking meters within the areas described in this regulation or cause the same to be so installed. The meters shall be placed at intervals of not less than twenty (20) feet apart except that beginning and ending spaces may be eighteen (18) feet and except where angle parking is permitted, and not less than twelve (12) inches nor more than twenty-four (24) inches from the face of the curb adjacent to individual meter spaces. Meters shall be so constructed as to display a signal showing legal parking upon the deposit therein of the payment as indicated by instructions on said meters and for such period of time as is or shall be indicated by meter legend. Said signal shall remain in evidence until expiration of the parking period designated at which time a dropping of a signal automatically or some other mechanical or electronic operation shall indicate expiration of said parking period.

SECTION 5-7.4: The Director of Public Works is hereby authorized and directed to establish parking meter spaces in such parking meter zones as are herein specified, or as may be hereafter fixed by amendment and to indicate the same by white markings upon the surface of the highway, or parking lot.

SECTION 5-7.5: Whenever any vehicle shall be parked adjacent to a parking meter, the owner or operator of said vehicle shall park within the space designated by pavement marking lines and, upon entering such space, shall immediately provide payment for a maximum legal parking period or proportionate period thereof, both as indicated or shown on the meter or electronic device and if so required set the time mechanism in motion. The fee for the maximum parking time in on-street parking meter zones shall be as indicated upon the meter or signage or electronic device. The fee for parking in municipal off-street parking areas shall be at a rate as indicated upon the meter or signage or electronic device. It shall be unlawful for any person to deposit or cause to be deposited in a parking meter any payment for the purpose of permitting the vehicle of which they are in charge to remain in a parking space beyond the maximum period of time allowed in a particular zone. It shall be unlawful for any person to park a vehicle within a parking meter space unless such vehicle is wholly within the painted lines adjacent to such meter. It shall be unlawful for any unauthorized person to open, tamper with, break, injure or destroy any parking meter or to deposit or cause to be deposited in such meter any slugs, device or metallic substance or any other substitute for the payment required.

SECTION 5-7.6: Operators of commercial vehicles may park in a metered space without payment for a period not to exceed thirty (30) minutes for the purposes of loading or unloading. Parking in excess of this time limit without proper payment shall be deemed a violation of the provisions of this regulation.

SECTION 5-7.7: The Director of Public Works is hereby designated as the person authorized to collect monies deposited in parking meters or to cause the same to be so collected. Such monies shall be deposited forthwith with the Treasurer in a separate account to be known as the Needham Parking Meter Account.

SECTION 5-7.8: All fees received by said Treasurer from the operation and use of parking meters shall be used as authorized by Chapter 40 of the General Laws (Ter. Ed.).

SECTION 5-7.9: It shall be the duty of police officers, special police, and parking enforcement officers to enforce the provisions of this section.

SECTION 5-7.10: Any person who violates any parking provisions of this regulation shall be subject to the penalties provided by Chapter 90, Section 20A of the General Laws and any other violation shall be punishable as may be provided by law.

SECTION 5-7.11: No driver, while operating any vehicle owned and bearing indicia of ownership by the Town of Needham, State or Federal governments, shall be required to deposit any fee in a parking meter as provided in this section.

VOTED: by the Select Board at a meeting held on Tuesday,
January 28, 2025

SELECT BOARD

Permit No. P25-01-28

Date of Passage_____

Attest of Town Clerk_____



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

MEETING DATE: 1/28/2025

Agenda Item	Proposed Dedication of Benches
Presenter(s)	Paul Good, Needham Community Revitalization Trust Fund Chair

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Needham Community Revitalization Trust Fund Committee has proposed to the Select Board the acceptance of two dedicated celebration benches. 1. A bench dedicated to Betty Soderholm to be placed in Avery Square. This bench would replace a current, undedicated bench in the same location and be of the same design. The value of this bench is \$3,150. 2. A bench dedicated to Thomas Leary to be placed along Amity Path. This would be a new bench and be of the same design as the wood benches already along the path. The value of this bench is \$3,100.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a) Descriptions and Images of Proposed Benches, Plaques, and Locations b) Select Board Policy (BOS-DIS-003)	

To: Needham Select Board
From: Needham Community Revitalization Trust Fund (NCRTF)
Re: Request To Accept New Celebration Bench - Paul Good, Chair
Sponsor - Elin Soderholm
Sponsorship Amount: \$3150

Elin Soderholm Celebration Bench - Avery Common

12/17/2024

This bench will be Sponsored by Needhamite Elin Soderholm in celebration of her Mom who lived with her in the Heights and loved the train.

The bench inscription will be:

For My Mom
Betty Soderholm
“Train’s Coming!”

Avery Common has all IPE Celebration benches with the exception of one blank (no plaque) IPE bench on the Common.

The Soderholm inscribed Celebration Bench would Replace that no plaque bench (shown on left below) with an identical style and material IPE bench with a flush mounted, bronze colored, raised letter inscription plaque as noted above.

Ed Olsen has approved moving the existing (no plaque) bench to another town location.

The bench Sponsor’s donation will fund the gift and the NCRTF will assemble the bench and arrange its transportation to the site through Ed Olsen.

The NCRTF is asking the Select Board to accept this new Celebration Bench as a gift to the town.

Existing IPE Bench



Location view
Placement On Left.



To: Needham Select Board
From: Needham Community Revitalization Trust Fund (NCRTF)
Re: Request To Accept New Celebration Bench - Paul Good, Chair
Sponsor - Thomas Leary And Friends
Sponsorship Amount: \$3100

Goodfellow USMC Bench Sponsorship
Celebration Bench At Amity Path
12/18/2024

This Celebration Bench is being sponsored by former Police Chief Tomas Leary to honor a Needham USMC friend who passed away too early in his life.

The inscription will read:

For John from his friends
John E. Goodfellow USMC
1946-1971

This bench matches the existing benches along the Amity Path in design, but will have its bench slats made of a nearly matching grey composite, as the wood version originally installed on the other existing benches during the Amity Path project is no longer available. The bench will be installed using the same Embedment mounting used by the other existing benches. (See attached diagram.)

This bench is to be installed at the end of the walk ramp which connects to the Amity Path. Ed Olsen helped site the bench and approved its location. Ground will be smoothed for installation.

The NCRTF Sponsor's donation will fund the gift and the NCRTF will assemble the bench and arrange for its site installation by our vendor. Its base footings will be installed in concrete, consistent with the other benches mountings in this area.

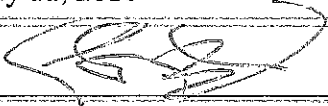
Existing Benches



Bench Location



Town of Needham Board of Selectmen

Policy Number:	BOS-DIS-003
Policy:	Naming of Facilities and Placement of Materials
Date Approved:	April 13, 2005
Date Revised:	May 11, 2010
Approved:	 Chairman, Board of Selectman

Policy:

1. The Board of Selectmen is responsible for the naming (or renaming) of any facilities located on parcels of land under the jurisdiction of the Board. A facility is defined as a building, portion of a building, driveway, intersection, walkway, or other parcel or portion of a parcel of land and places or natural features contained therein. Once a facility has been named, renaming will be approved only in extraordinary circumstances.
2. The Board of Selectmen is responsible for approval of the placement of memorial objects, artwork, signs or other fixtures on parcels of land under the jurisdiction of the Board. Examples include, but are not limited to, plaques, memorial or ornamental signs, sculptures, banners, benches, trees or other plantings, fountains, detached structures, and walls.

Procedure:

1. A proposal to name a facility must be submitted in writing to the Board of Selectmen and must include a summary outlining the merits of the proposal. The proponent or his or her designee will present the request to the Board of Selectmen at a regularly scheduled meeting. The Board will vote on the proposal no sooner than the next regularly scheduled meeting, after allowing a period of time for public comment. The Board of Selectmen may appoint a committee to assist with its review of any proposal.
2. A proposal for the placement of a memorial object, piece of artwork, sign, or other fixture must be submitted in writing to the Board of Selectmen and must include a summary outlining the merits of the proposal. The Board will vote on the proposal at a regularly scheduled meeting.
3. The Board of Selectmen shall review existing facility names to avoid duplication, confusing similarity or inappropriateness.
4. Approval of the placement of a memorial object, artwork, sign or other fixture will only be made after a determination by the Board of Selectmen that the proposal will not: limit physical access to the site; endanger the peace or safety of the public; interfere with any utility or access thereto; be limited by unacceptable special restrictions, conditions or

covenants; or create a significant budgetary obligation on the Town for which no provision has been made.

5. Donation of funds, memorial objects, artwork, signs, fixtures, or in-kind services must be formally accepted by the Board of Selectmen in accordance with Massachusetts General Laws.
6. Requests for naming of facilities or placement of memorials on land not under the jurisdiction of the Board will be referred to the appropriate Board.

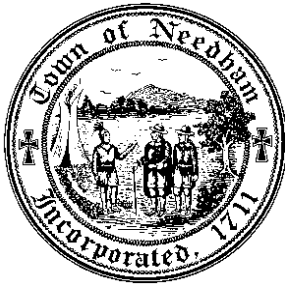


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 1/28/2025

Agenda Item	Accept and Refer Zoning
Presenter	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Planning Board, at its meeting of January 21, 2025, voted to place the following articles on the warrant for May 2025 Annual Town Meeting: (1) Article 1: Amend Zoning By-Law – Multi-family Overlay District (Base Compliance Plan) (2) Article 2: Amend Zoning By-Law – Map Change For Multi-family Overlay District (Base Compliance Plan) Under State law, the Select Board has 14 days to accept the proposed amendments and refer them to the Planning Board for its review, hearing, and report. The Board's action in this matter is not discretionary.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to accept the proposed zoning articles: • Article 1: Amend Zoning By-Law – Multi-family Overlay District (Base Compliance Plan); and • Article 2: Amend Zoning By-Law – Map Change For Multi-family Overlay District (Base Compliance Plan) for referral to the Planning Board for its review, hearing, and report.	
3.	BACK UP INFORMATION ATTACHED
a. Transmittal Letter from Lee Newman, Director of Planning and Community Development b. Proposed Warrant Article 1 c. Proposed Warrant Article 2 d. M.G.L. c. 40A Section 5	



PLANNING & COMMUNITY DEVELOPMENT
PLANNING DIVISION

January 22, 2025

Ms. Kate Fitzpatrick
Town Manager
Town Hall
Needham, MA 02492

Re: Zoning Articles for 2025 Annual Town Meeting

Dear Ms. Fitzpatrick:

The Planning Board, at its meeting of January 21, 2025, voted to place the following two articles on the warrant for the May 2025 Annual Town Meeting: (1) Article 1: Amend Zoning By-Law – Multi-family Overlay District (Base Compliance Plan); and (2) Article 2: Amend Zoning By-Law – Map Change For MBTA Multi-family Overlay District (Base Compliance Plan). Accordingly, please find attached the above-named articles as approved by the Planning Board for inclusion in the warrant of the 2025 Annual Town Meeting.

As you know, the Select Board will need to accept the articles and to then forward them to the Planning Board for review, public hearing and report. Please have the Select Board act on the enclosed articles at its next meeting of Tuesday, January 28, 2025, so that the Planning Board can meet its statutory obligations. The Planning Board plans to schedule the public hearing on the articles for Thursday, February 13, 2025.

Should you have any questions regarding this matter, please feel free to contact me directly.

Very truly yours,

NEEDHAM PLANNING BOARD

Lee Newman

Lee Newman
Director of Planning and Community Development

cc: Planning Board

Enclosure

ARTICLE 1: AMEND ZONING BY-LAW – MULTI-FAMILY OVERLAY DISTRICT (BASE COMPLIANCE PLAN)

To see if the Town will vote to amend the Needham Zoning By-Law as follows:

1. By amending Section 1.3, Definitions by adding the following terms:

Applicant – A person, business, or organization that applies for a building permit, Site Plan Review, or Special Permit.

2. By amending Section 2.1, Classes of Districts by adding the following after ASOD Avery Square Overlay District:

MFOD – Multi-family Overlay District

3. By inserting a new Section 3.17 Multi-family Overlay District:

3.17 Multi-family Overlay District

3.17.1 Purposes of District

The purposes of the Multi-family Overlay District include, but are not limited to, the following:

- (a) Providing Multi-family housing in Needham, consistent with the requirements of M.G.L. Chapter 40A (the Zoning Act), Section 3A;
- (b) Supporting vibrant neighborhoods by encouraging Multi-family housing within a half-mile of a Massachusetts Bay Transit Authority (MBTA) commuter rail station; and
- (c) Establishing controls which will facilitate responsible development and minimize potential adverse impacts upon nearby residential and other properties.

Toward these ends, Multi-family housing in the Multi-family Overlay District is permitted to exceed the density and dimensional requirements that normally apply in the underlying zoning district(s) provided that such development complies with the requirements of this Section 3.17.

3.17.2 Scope of Authority

In the Multi-family Overlay District, all requirements of the underlying district shall remain in effect except where the provisions of Section 3.17 provide an alternative to such requirements, in which case these provisions shall supersede. If an Applicant elects to develop Multi-family housing in accordance with Section 3.17, the provisions of the Multi-family Overlay District shall apply to such development. Notwithstanding anything contained herein to the contrary, where the provisions of the underlying district are in conflict or inconsistent with the provisions of the Multi-family Overlay District, the terms of the Multi-family Overlay District shall apply.

If the applicant elects to proceed under the zoning provisions of the underlying district (meaning the applicable zoning absent any zoning overlay) or another overlay district, as applicable, the zoning bylaws applicable in such district shall control and the provisions of the Multi-family Overlay District shall not apply.

3.17.2.1 Subdistricts

The Multi-family Overlay District contains the following sub-districts, all of which are shown on the MFOD Boundary Map and indicated by the name of the sub-district:

- (a) A-1
- (b) B
- (c) ASB-MF
- (d) CSB
- (e) HAB
- (f) IND

3.17.3 Definitions

For purposes of this Section 3.17, the following definitions shall apply.

Affordable housing – Housing that contains one or more Affordable Housing Units as defined by Section 1.3 of this By-Law. Where applicable, Affordable Housing shall include Workforce Housing Units, as defined in this Subsection 3.17.3 Definitions.

As of right – Development that may proceed under the zoning in place at time of application without the need for a special permit, variance, zoning amendment, waiver, or other discretionary zoning approval.

Compliance Guidelines – *Compliance Guidelines for Multi-Family Zoning Districts Under Section 3A of the Zoning Act* as further revised or amended from time to time.

EOHLC – The Massachusetts Executive Office of Housing and Livable Communities, or EOHLC's successor agency.

Multi-family housing – A building with three or more residential dwelling units or two or more buildings on the same lot with more than one residential dwelling unit in each building and that complies with the requirements of M.G.L. c.40A, §3A and the rules and requirements thereunder.

Open space – Contiguous undeveloped land within a parcel boundary.

Parking, structured – A structure in which parking spaces are accommodated on multiple stories; a parking space area that is underneath all or part of any story of a structure; or a parking space area that is not underneath a structure, but is entirely covered, and has a parking surface at least eight feet below grade. Structured parking does not include surface parking or carports, including solar carports.

Parking, surface – One or more parking spaces without a built structure above the space. A solar panel designed to be installed above a surface parking space does not count as a built structure for the purposes of this definition.

Residential dwelling unit – A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Section 3A – Section 3A of the Zoning Act.

Site plan review authority – The Town of Needham Planning Board.

Special permit granting authority – The Town of Needham Planning Board.

Sub-district – An area within the MFOD that is geographically smaller than the MFOD district and differentiated from the rest of the district by use, dimensional standards, or development standards.

Subsidized Housing Inventory (SHI) – A list of qualified Affordable Housing Units maintained by EOHLC used to measure a community's stock of low-or moderate-income housing for the purposes of M.G.L. Chapter 40B, the Comprehensive Permit Law.

Workforce housing unit – Affordable Housing Unit as defined by Section 1.3 of this By-Law but said Workforce Housing Unit shall be affordable to a household with an income of between eighty (80) percent and 120 percent of the area median income as defined.

3.17.4 Use Regulations

3.17.4.1 Permitted Uses

The following uses are permitted in the Multi-family Overlay District as a matter of right:

- (a) Multi-family housing.

3.17.4.2 Accessory Uses

The following uses are considered accessory as of right to any of the permitted uses in Subsection 3.17.4.1:

- (a) Parking, including surface parking and structured parking on the same lot as the principal use.
- (b) Any uses customarily and ordinarily incident to Multi-family housing, including, without limitation, residential amenities such as bike storage/parking, a swimming pool, fitness facilities and similar amenity uses.

3.17.5 Dimensional Regulations

3.17.5.1 Lot Area, Frontage and Setback Requirements

The following lot area, frontage and setback requirements shall apply in the Multi-family Overlay District sub-districts listed below. Buildings developed under the regulations of the Multi-family Overlay District shall not be further subject to the maximum lot area, frontage, and setback requirements of the underlying districts, as contained in Subsection 4.3.1 Table of Regulations, Subsection 4.4.1 Minimum Lot Area and Frontage, Subsection 4.4.4 Front Setback, Subsection 4.6.1 Basic Requirements, and Subsection 4.6.2 Front and Side Setbacks.

	A-1	B	ASB-MF	CSB	HAB	IND
Minimum Lot Area (square feet)	20,000	10,000	10,000	10,000	10,000	10,000
Minimum Lot Frontage (feet)	120	80	80	80	80	80
Minimum Front Setback (feet) from the	25	10	Minimum 10	20 feet for buildings with	20	25

front property line			Maximum 15 ^e	frontage on Chestnut Street 10 feet for all other buildings		
Minimum Side and Rear Setback (feet)	20	10 ^{a, b}	10 ^{a, c}	20 (side) ^{a, b, d}	20 ^{a, b}	20 ^{a, b}

- (a) The requirement of an additional 50-foot side or rear setback from a residential district as described in Subsection 4.4.8 Side and Rear Setbacks Adjoining Residential Districts or Subsection 4.6.5 Side and Rear Setbacks Adjoining Residential Districts shall not apply.
- (b) Any surface parking, within such setback, shall be set back 10 feet from an abutting residential district and such buffer shall be suitably landscaped.
- (c) The rear and side setbacks are 20 feet along the MBTA right-of-way. With respect to any lot partially within an underlying residential district, (i) no building or structure for a multi-family residential use shall be placed or constructed within 110 feet of the lot line of an abutting lot containing an existing single family residential structure and (ii) except for access driveways and sidewalks, which are permitted, any portion of the lot within said residential district shall be kept open with landscaped areas, hardscaped areas, outdoor recreation areas (e.g., swimming pool) and/or similar open areas.
- (d) On the west side of Chestnut Street, the rear setback shall be 20 feet. On the east side of Chestnut Street, the rear setback shall be 30 feet.
- (e) Seventy percent (70%) of the main datum line of the front facade of the building shall be set back no more than 15 feet, except that periodic front setbacks greater than fifteen (15) feet are allowed if activated by courtyards, landscaping, drive aisles, amenity areas, or other similar site design features that enhance the streetscape. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board if less than seventy percent (70%) of the main datum line front facade of the building is set back 15 feet.

3.17.5.2 Building Height Requirements

The maximum building height in the Multi-family Overlay District sub-districts shall be as shown below. Buildings developed under the Multi-family Overlay District shall not be further subject to the maximum height regulations of the underlying district, as contained in Subsection 4.3.1 Table of Regulations, Subsection 4.4.2 Maximum Building Bulk, Subsection 4.4.3 Height Limitation, Subsection 4.6.1 Basic Requirements, and Subsection 4.6.4 Height Limitation.

	A-1	B	ASB-MF	CSB	HAB	IND
Maximum Building Height (stories)	3.0	3.0	3.0 ^c	3.0	3.0	3.0

Maximum Building Height (ft) ^{a,b}	40	40	40 ^c	40	40	40
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- (a) Exceptions. The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, stair overruns, elevator overruns, mechanical equipment, roof parapets, architectural screening, or other ornamental features of buildings, which features (i) are in no way used for living purposes; (ii) do not occupy more than 25% of the gross floor area of the building and (iii) do not project more than 15 feet above the maximum allowable height.
- (b) Exceptions: Renewable Energy Installations. The Site Plan Review Authority may waive the height and setbacks in Subsection 3.17.5.2 Building Height Requirements and Subsection 3.17.5.1 Lot Area, Frontage and Setback Requirements to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall be appropriately screened, consistent with the requirements of the underlying district; shall not create a significant detriment to abutters in terms of noise or shadow; and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
- (c) In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for a height of four stories and 50 feet, provided that the fourth story along Highland Avenue and West Street incorporates one or more of the following design elements: (i) a pitched roof having a maximum roof pitch of 45 degrees; (ii) a fourth story recessed from the face of the building by a minimum of 12 feet; and/or (iii) such other architectural design elements proposed by the Applicant and approved by the Planning Board during the Special Permit process.

3.17.5.3 Building Bulk and Other Requirements

The maximum floor area ratio or building coverage and the maximum number of dwelling units per acre, as applicable, in the Multi-family Overlay District sub-districts shall be as shown below, except that the area of a building devoted to underground parking shall not be counted as floor area for purposes of determining the maximum floor area ratio or building coverage, as applicable. Buildings developed under the regulations of the Multi-family Overlay District shall not be subject to any other limitations on floor area ratio or building bulk in Subsection 4.3.1 Table of Regulations, Subsection 4.4.2 Maximum Building Bulk, and Subsection 4.6.3 Maximum Lot Coverage.

	A-1	B	ASB-MF	CSB	HAB	IND
Floor Area Ratio (FAR)	0.50	N/A	1.3 ^{b, c}	0.70	0.70	0.50
Maximum Building Coverage (%)	N/A	25%	N/A	N/A	N/A	N/A
Maximum Dwelling Units per Acre ^a	18	N/A	44 ^d	18	N/A	N/A

- (a) The total land area used in calculating density shall be the total acreage of the lot on which the development is located.
- (b) In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for an FAR of up to 1.7.
- (c) In the ASB-MF subdistrict, the following shall not be counted as floor area for purposes of determining the maximum floor area ratio: (i) interior portions of a building devoted to off-street parking; (ii) parking garages, structured parking or deck/rooftop parking that are screened from Highland Avenue as required by Section 3.17.6 inclusive of any waiver thereof and from West Street in a manner compatible with the architecture of the building. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board to exclude additional areas from floor area for purposes of determining the maximum floor area ratio.
- (d) In the ASB-MF subdistrict, Multi-family housing may exceed the maximum of 44 dwelling units per acre by special permit.

3.17.5.4 Multiple Buildings on a Lot

In the Multi-family Overlay District, more than one building devoted to Multi-family housing may be located on a lot, provided that each building complies with the requirements of Section 3.17 of this By-Law.

3.17.5.5 Use of Dwelling Units

Consistent with the Executive Office of Housing and Livable Communities' Compliance Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act, and notwithstanding anything else contained in the Zoning By-Law to the contrary, Multi-family housing projects shall not be required to include units with age restrictions, and units shall not be subject to limit or restriction concerning size, the number or size of bedrooms, a cap on the number of occupants, or a minimum age of occupants.

3.17.6 Off-Street Parking

- (a) The minimum number of off-street parking spaces shall be one space per dwelling unit for all subdistricts within the Multi-family Overlay District.
- (b) Parking areas shall be designed and constructed in accordance with Subsection 5.1.3 Parking Plan and Design Requirements. The remaining provisions of Section 5.1 Off Street Parking Regulations shall not apply to projects within the Multi-family Overlay District.
- (c) In the ASB-MF subdistrict, the façade(s) of all parking garages, structured parking and deck/rooftop parking visible from Highland Avenue shall be designed to be generally indistinguishable from the façade(s) of the residential portion of the building(s), and shall allow no view of parked vehicles from Highland Avenue except where such view is intermittent and incidental to the operation of the parking area, such as a view afforded by the opening of an automated garage door.
- (d) Enclosed parking areas shall comply with Subsection 4.4.6 Enclosed Parking.
- (e) No parking shall be allowed within the front setback. Parking shall be on the side or to the rear of the building, or below grade.

- (f) The minimum number of bicycle parking spaces shall be one space per dwelling unit.
- (g) Bicycle storage. For a multi-family development of 25 units or more, no less than 25% of the required number of bicycle parking spaces shall be integrated into the structure of the building(s) as covered spaces.

3.17.7 Development Standards

- (a) Notwithstanding anything in the Zoning By-Law outside of this Section 3.17 to the contrary, Multi-family housing in the Multi-family Overlay District shall not be subject to any special permit requirement.
- (b) Buildings shall be designed with due regard to their relationship to open spaces, existing buildings, and community assets in the area.
- (c) Building entrances shall be available from one or more streets on which the building fronts and, if the building fronts Chestnut Street, Garden Street, Highland Avenue, Hillside Avenue, Rosemary Street, or West Street, the primary building entrance must be located on at least one such street.
- (d) The site shall be designed so that all collection and storage areas for residential refuse shall be internal to the building(s), or otherwise shall not be visible from any public way and appropriately screened from abutting properties, and adequate management and removal of refuse shall be provided for.
- (e) Site arrangement and driveway layout shall provide sufficient access for emergency and service vehicles, including fire, police, and rubbish removal.
- (f) Plantings shall be provided and include species that are native or adapted to the region. Plants on the Massachusetts Prohibited Plant List, as may be amended, are prohibited.
- (g) All construction shall be subject to the current town storm water bylaws, regulations, and policies along with any current regulations or policies from DEP, state, and federal agencies.
- (h) Control measures shall be employed to mitigate any substantial threat to water quality or soil stability, both during and after construction.
- (i) There shall be adequate water, sewer, and utility service provided to serve the project.
- (j) Off-site glare from headlights shall be controlled through arrangement, grading, fences, and planting. Off-site light over-spill from exterior lighting shall be controlled through luminaries selection, positioning, and mounting height so as to not add more than one foot candle to illumination levels at any point off-site.
- (k) Pedestrian and vehicular movement within and outside the project site shall be protected, through selection of egress points, provision for adequate sight distances, and through reasonable mitigation measures for traffic attributable to the project.
- (l) Site arrangements and grading shall minimize to the extent practicable the number of removed trees 8" trunk diameter or larger, and the volume of earth cut and fill.

- (m) No retaining wall shall be built within the required yard setback except a retaining wall with a face not greater than four (4) feet in height at any point and a length that does not exceed forty (40) percent of the lot's perimeter. Notwithstanding the foregoing, retaining walls may graduate in height from four (4) to seven (7) feet in height when providing access to a garage or egress entry doors at the basement level, measured from the basement or garage floor to the top of the wall. In such cases, the wall is limited to seven (7) feet in height for not more than 25% of the length of the wall.
- (n) Retaining walls with a face greater than twelve (12) feet in height are prohibited unless the Applicant's engineer certifies in writing to the Building Commissioner that the retaining wall will not cause an increase in water flow off the property and will not adversely impact adjacent property or the public.
- (o) Construction activity shall be consistent with Section 3.8 of the General By-Laws and any reasonable conditions on construction activity that are warranted at a particular site and included in the applicable site plan approval, including but not limited to hours during which construction activity may take place, the movement of trucks or heavy equipment on or off the site, measures to control dirt, dust, and erosion and to protect existing vegetation to be preserved on the site.

Special Development Standards for the A-1 Subdistrict

The following requirements apply to all development projects within the A-1 subdistrict of the Multi-family Overlay District:

- (a) 4.3.2 Driveway Openings
- (b) 4.3.3 Open Space
- (c) 4.3.4 Building Location, with the substitution of "Multifamily Dwelling" for "apartment house."

Special Development Standards for the B and IND Subdistricts of the Multi-Family Overlay District:

- (a) The requirements of the first paragraph of 4.4.5 Driveway Openings shall apply to all development projects within the Multi-family Overlay District within the B and IND subdistricts.

Special Development Standards for the ASD-MF Subdistrict of the Multi-Family Overlay District:

- (a) Multi-family housing in the ASD-MF subdistrict shall employ existing curb cuts on Highland Avenue and West Street to the extent feasible. Existing curb cuts may be improved, reconstructed and modified. Additional curb cuts may be added subject to site plan review.

3.17.8 Affordable Housing

Any multi-family building with six or more dwelling units shall include Affordable Housing Units as defined in Section 1.3 of this By-Law and the requirements below shall apply.

3.17.8.1 Provision of Affordable Housing

Not fewer than 12.5% of housing units constructed shall be Affordable Housing Units. For purposes of calculating the number of Affordable Housing Units required in a proposed development, any fractional unit shall be rounded up to the nearest whole number and shall be deemed to constitute a whole unit.

In the event that the Executive Office of Housing and Livable Communities (EOHLC) determines that the calculation detailed above does not comply with the provisions of Section 3A of MGL c.40A, the following standard shall apply:

Not fewer than 10% of housing units constructed shall be Affordable Housing Units. For purposes of calculating the number of Affordable Housing Units required in a proposed development, any fractional unit shall be rounded up to the nearest whole number and shall be deemed to constitute a whole unit.

3.17.8.2 Affordable Housing Development Standards

Affordable Units shall be:

- (a) Integrated with the rest of the development and shall be compatible in design, appearance, construction, and quality of exterior and interior materials with the other units and/or lots;
- (b) Dispersed throughout the development;
- (c) Located such that the units have equal access to shared amenities, including light and air, and utilities (including any bicycle storage and/or Electric Vehicle charging stations) within the development;
- (d) Located such that the units have equal avoidance of any potential nuisances as market-rate units within the development;
- (e) Distributed proportionately among unit sizes; and
- (f) Distributed proportionately across each phase of a phased development.
- (g) Occupancy permits may be issued for market-rate units prior to the end of construction of the entire development provided that occupancy permits for Affordable Units are issued simultaneously on a pro rata basis.

3.17.9 Site Plan Review

3.17.9.1 Applicability

Site Plan Review, as provided for in this Section 3.17, is required for all Multi-family housing projects within the Multi-Family Overlay District. Notwithstanding any other provision contained in the Zoning By-Law, except as expressly provided for in this Section 3.17, Multi-family housing projects are not subject to site plan or special permit review pursuant to Section 7.

3.17.9.2 Submission Requirements

The Applicant shall submit the following site plan and supporting documentation as its application for Site Plan Review, unless waived in writing by the Planning and Community Development Director:

- (a) Locus plan;

- (b) Location of off-site structures within 100 feet of the property line;
- (c) All existing and all proposed building(s) showing setback(s) from the property lines;
- (d) Building elevation, to include penthouses, parapet walls and roof structures; floor plans of each floor; cross and longitudinal views of the proposed structure(s) in relation to the proposed site layout, together with an elevation line to show the relationship to the center of the street;
- (e) Existing and proposed contour elevations in one-foot increments;
- (f) Parking areas, including the type of space, dimensions of typical spaces, and width of maneuvering aisles and landscaped setbacks;
- (g) Driveways and access to site, including width of driveways and driveway openings;
- (h) Facilities for vehicular and pedestrian movement;
- (i) Drainage;
- (j) Utilities;
- (k) Landscaping including trees to be retained and removed;
- (l) Lighting;
- (m) Loading and unloading facilities;
- (n) Provisions for refuse removal; and
- (o) Projected traffic volumes in relation to existing and reasonably anticipated conditions based on standards from the Institute of Transportation Engineers and prepared by a licensed traffic engineer and including, if applicable, recommended traffic mitigation measures based on the traffic attributable to a particular project.

3.17.9.3 Timeline

Upon receipt of an application for Site Plan Review for a project in the MFOD, the Site Plan Review Authority shall transmit a set of application materials to the Department of Public Works, Town Engineer, Police Department, Fire Department, Design Review Board, and to any other Town agency it deems appropriate, which shall each have thirty five (35) days to provide any written comment. Upon receipt of an application, the Site Plan Review Authority shall also notice a public hearing in accordance with the notice provisions contained in M.G.L. c.40A, §11. Site plan review shall be performed expeditiously and in general shall be completed, with a decision rendered and filed with the Town Clerk, no later than 6 months after the date of submission of the application.

3.17.9.4 Site Plan Approval

Site Plan approval for uses listed in Subsection 3.17.3 Permitted Uses shall be granted upon determination by the Site Plan Review Authority that the following criteria have been satisfied. The Site Plan Review Authority may impose reasonable conditions, at the expense of the applicant, to ensure that these criteria have been satisfied.

- (a) the Applicant has submitted the information as set forth in Subsection 3.17.9.2 Submission Requirements; and
- (b) the project as described in the application meets the dimensional and density requirements contained in Subsection 3.17.5 Dimensional Regulations, the parking requirements contained in Subsection 3.17.6 Off-Street Parking, the development standards contained in Subsection 3.17.7 Development Standards, and Subsection 3.17.8.2 Affordable Housing Development Standards.

3.17.9.5 Waivers

When performing site plan review, the Planning Board may waive the requirements of Subsection 3.17.6 hereof and/or Subsection 5.1.3 Parking Plan and Design Requirements, or particular submission requirements.

When performing site plan review for a Multi-family Housing project that involves preservation of a structure listed in the National Register of Historic Places, the Massachusetts Register of Historical Places, the Inventory of Historic Assets for the Town of Needham, or is in pending for inclusion in any such register or inventory, the Planning Board as part of site plan review may reduce the applicable front, side or rear setbacks in this Section 3.17 by up to 40%.

3.17.9.6 Project Phasing

An Applicant may propose, in a Site Plan Review submission, that a project be developed in phases subject to the approval of the Site Plan Review Authority, provided that the submission shows the full buildout of the project and all associated impacts as of the completion of the final phase. However, no project may be phased solely to avoid the provisions of Subsection 3.17.8 Affordable Housing.

3.17.10 Design Guidelines

The Planning Board may adopt and amend, by simple majority vote, Design Guidelines which shall be applicable to all rehabilitation, redevelopment, or new construction within the Multi-family Overlay District. Such Design Guidelines must be objective and not subjective and may contain graphics illustrating a particular standard or definition to make such standard or definition clear and understandable. The Design Guidelines for the Multi-family Overlay District shall be as adopted by the Planning Board and shall be available on file in the Needham Planning Department.

3.17.11 Special Permits

In those specific occasions where this Section 3.17 authorizes relief in the form of a special permit only, applications shall be reviewed and decided by the Planning Board in accordance with Section 7.5.2.

- 4. By amending the first sentence of Section 7.6.1, Special Permit Granting Authority, to add Section 3.17 to the list of Sections for which the Planning Board is the Special Permit Granting Authority, so that this sentence reads as follows:

The Planning Board shall act as a Special Permit Granting Authority only where so designated in Sections 3.4, 3.8, 3.9, 3.10, 3.14, 3.16, 3.17, 4.2.10, 4.2.11, 4.2.12, 4.4.5, 4.4.9, 4.4.10, 5.1.1.6, 6.6, 6.8 and 7.4 of this By-Law.

- 5. By amending the first paragraph of Section 7.7.2.2, Authority and Specific Powers, to add site plan reviews under Section 3.17 to the jurisdiction of the Design Review Board, so that this paragraph reads as follows:

The Design Review Board shall review requests for site plan review and approval submitted in accordance with Section 3.17 Multi-family Overlay District, Section 7.4 Site Plan Review and requests for special permits in accordance with Section 4.2.11 Planned Residential Development, Section 4.2.10 Flexible Development and Section 6.11 Retaining Walls and, for a minor project that only involves a change in the exterior facade of a building in the Center Business District, shall review and may approve such facade change.

6. By amending Section 7.7.3, Procedure, by inserting in the second paragraph, after the second sentence, a new sentence to read as follows:

Within fifteen (15) days of the meeting, a final advisory design review report shall be sent both to the applicant and to the Planning Board, when a site plan review is required under Section 3.17.

so that this paragraph reads as follows:

Within twenty (20) days of receipt of a Design Review application, the Design Review Board shall hold a meeting, to which the applicant shall be invited, for the purpose of conducting a review of the proposed project or activity. Within fifteen (15) days of the meeting, a preliminary design review report shall be sent to both the applicant and to the Planning Board, when a special permit is required under Sections 7.4, 4.2.11 and 4.2.10. Within fifteen (15) days of the meeting, a final advisory design review report shall be sent both to the applicant and to the Planning Board, when a site plan review is required under Section 3.17. However, if the proposed project or activity involves only a building permit or sign permit from the Building Commissioner, or is a “Minor Project” under Site Plan Review (all as described in Subsection 7.7.2.2), no preliminary report is required and the written advisory report of the Design Review Board to the applicant and the Building Commissioner shall be a final report.

Or take any other action relative thereto.

ARTICLE 2: AMEND ZONING BY-LAW – MAP CHANGE FOR MULTI-FAMILY OVERLAY DISTRICT (BASE COMPLIANCE PLAN)

To see if the Town will vote to amend the Needham Zoning By-Law by amending the Zoning Map as follows:

- (a) Place in the A-1 Subdistrict of the Multi-family Overlay District a portion of land now zoned Apartment A-1 and located directly to the south of Hamlin Lane as shown on Needham Town Assessors Map 200, Parcels 1 and 31, superimposing that district over the existing Apartment A-1 district, said description being as follows:

Beginning at the point of intersection of the easterly sideline of Greendale Avenue and the northerly sideline of Charles River; thence running westerly by the easterly line of Greendale Avenue, four hundred forty-two and 36/100 (442.36) feet, more or less; northeasterly by the southerly line of Hamlin Lane, five hundred thirty-five and 44/100 (535.44) feet, more or less; southeasterly by the southerly line of Hamlin Lane, twenty and 22/100 (20.22) feet, more or less; southeasterly by the land of the Commonwealth of Massachusetts, State Highway I-95, five hundred thirty-nine 11/100 (539.11) feet, more or less; southwesterly by the land of the Commonwealth of Massachusetts, State Highway I-95, four hundred sixty-six (466) feet, more or less; northwesterly by the northerly sideline of Charles River, two hundred seventy-six (276) to the point of beginning.

- (b) Place in the CSB Subdistrict of the Multi-family Overlay District a portion of land now zoned Chestnut Street Business and Single Residence B and located directly to the east and west of Chestnut Street as shown on Needham Town Assessors Map 47, Parcels 54, 72, 74-03, 74-04, 76, 77, 78, 79, 80, 83, 84, 85, 86, 87, 88, and 91, Needham Town Assessors Map 46, Parcels 12, 13, 14, 15, 16, 17, 18, 19, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, and 61 and Needham Town Assessors Map 45, Parcel 6, superimposing that district over the existing Chestnut Street Business and Single Residence districts, said description being as follows:

Beginning at the point of intersection of the easterly sideline of M.B.T.A and the southerly sideline of Keith Place; thence running southeasterly by the southerly sideline of Keith Place to the intersection with northerly sideline of Chestnut Street; southwesterly by the northerly sideline of Chestnut Street to the intersection with northerly sideline of Freeman Place; northeasterly to a point on the southerly sideline of Chestnut Street, approximately four hundred and ninety-five 88/100 (495.88) feet from the intersection with southerly sideline of School Street; southeasterly by the southerly property line of Deaconess-Glover Hospital Corporation, one hundred and eighty-seven 68/100 (187.68) feet, more or less; southwesterly by the easterly property line of Deaconess-Glover Hospital Corporation, ninety-six 74/100 (96.74) feet, more or less; southwesterly by the westerly property line of Chaltanya Kadem and Shirisha Meda, eighty-two 80/100 (82.80) feet, more or less; southwesterly by the westerly property line of Huard, eighty-two 80/100 (82.80) feet, more or less; southwesterly by the westerly property line of Reidy, ninety-seven 40/100 (97.40) feet, more or less; northeasterly by the northerly property line of L. Petrini & Son Inc, fifteen 82/100 (15.82) feet, more or less; southwesterly by easterly property line of L. Petrini & Son Inc, one hundred and seventy-seven 77/100 (177.77) feet, more or less; northeasterly by the easterly property line of L. Petrini & Son Inc, one hundred and two 59/100 (102.59) feet, more or less; southwesterly by the easterly property line of L. Petrini & Son Inc, fifty 16/100 (50.16) feet, more or less; northeasterly by the easterly property line of L. Petrini & Son Inc, seven 39/100 (7.39) feet, more or less; southwesterly by the easterly property of Briarwood Property LLC, seventy-five (75.00) feet, more or less; northeasterly by the easterly property of Briarwood Property LLC, one hundred (100) feet, more or less; southwesterly by the easterly property of Briarwood Property LLC, two hundred and forty-nine 66/100 (249.66) feet, more or less; southeasterly by the southerly property of Briarwood

Property LLC, two hundred ninety-three (293.28) feet, more or less; southwesterly by the easterly property of Veterans of Foreign Wars, one hundred and fifty (150) feet, more or less; northeasterly by the southerly property line of Veterans of Foreign Wars, eighty-five (85) feet, more or less; southwest by the easterly property of M.B.T.A, one hundred and sixty (160) feet, more or less; southeasterly by the northerly sideline of Junction Street to intersection with westerly sideline of Chestnut; southwesterly by the westerly sideline of Chestnut Street to intersection with northerly sideline of property of M.B.T.A; southwesterly by the southerly property line of Castanea Dentata LLC, two hundred and twenty-eight 81/100 (228.81) feet, more or less; southwesterly by the southerly property line of Castanea Dentata LLC, one hundred and eight 53/100 (108.53) feet, more or less; northwesterly by the southerly property line of Castanea Dentata LLC, one hundred and thirty-six 6/100 (136.06) feet, more or less; northwesterly by the southerly property line of Castanea Dentata LLC, one hundred and ten 10/100 (110.10) feet, more or less; thence running northeasterly by the easterly sideline of M.B.T.A. to the point of beginning.

- (c) Place in the IND Subdistrict of the Multi-family Overlay District a portion of land now zoned Industrial and Single Residence B and located directly to the south and east of Denmark Lane as shown on Needham Town Assessors Map 132, Parcel 2, superimposing that district over the existing Industrial and Single Residence B districts, said description being as follows:

Beginning at the point of intersection of the westerly sideline of M.B.T.A. and the southerly sideline of Great Plain Ave; thence running southwesterly by the westerly line of M.B.T.A, four hundred thirty-seven 24/100 (437.24) feet, more or less; southwesterly by the southerly property line of Denmark Lane Condominium, one hundred and eleven 17/100 (111.17) feet, more or less; northeasterly by the easterly property line of Denmark Lane Condominium, two hundred (200) feet, more or less; northwesterly by the southerly property line of Denmark Lane Condominium, one hundred and thirty-nine 75/100 (139.75) feet, more or less; northeasterly by the easterly sideline of Maple Street, one hundred and thirty-five (135) feet, more or less; southeasterly by the northerly property line of Denmark Lane Condominium, one hundred and forty (140) feet, more or less; southwesterly by the northerly property line of Denmark Lane Condominium, fifteen 20/100 (15.2) feet, more or less; northeasterly by the northerly property line of Denmark Lane Condominium, two 44/100 (2.44) feet, more or less; southwesterly by the northerly property line of Denmark Lane Condominium, thirty-three 35/100 (33.35) feet, more or less; northeasterly by the northerly property line of Denmark Lane Condominium, seventy-nine (79) feet, more or less; northwesterly by the northerly property line of Denmark Lane Condominium, thirteen 28/100 (13.28) feet, more or less; northeasterly by the northerly property line of Denmark Lane Condominium, forty-seven 50/100 (47.50) feet, more or less; northeasterly by the northerly property line of Denmark Lane Condominium, eighty-one 91/100 (81.91) feet, more or less; northeasterly by the southerly sideline of Great Plain Ave, twelve 28/100 (12.28) feet to the point of beginning.

- (d) Place in the CSB Subdistrict of the Multi-family Overlay District a portion of land now zoned Chestnut Street Business and located directly to the east of Garden Street as shown on Needham Town Assessors Map 51, Parcels 17, 20, 22, 23, superimposing that district over the existing Chestnut Street Business district said description being as follows:

Beginning at the point of intersection of the westerly sideline of M.B.T.A. and the northerly sideline of Great Plain Ave; thence running southwesterly by the northerly sideline of Great Plain Ave, nine 32/100 (9.32) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-three 17/100 (53.17) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-six 40/100 (56.40) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-six 92/100 (56.92) feet, more or less; northwesterly by the westerly property line of Town of Needham, on an arch length one hundred and twelve 99/100 (112.99) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifteen 10/100

(15.10) feet, more or less; northeasterly by the westerly property line of Town of Needham, one hundred and thirty-eight 83/100 (138.83) feet, more or less; southeasterly by the northerly property line of Town of Needham, thirty-three 42/100 (33.42) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, forty (40) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, eighty-one 99/100 (81.99) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, fifty-eighty 31/100 (58.31) feet, more or less; northeasterly by the easterly sideline of Garden Street to intersection with May Street; northeasterly by the southerly sideline of May Street, sixty-one 33/100 (61.33) feet, more or less; southwest by the westerly sideline of M.B.T.A to the point of beginning.

- (e) Place in the B Subdistrict of the Multi-family Overlay District a portion of land now zoned Business and Single Residence B and located directly to the west of Highland Avenue as shown on Needham Town Assessors Map 52, Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, and Needham Town Assessors Map 226, Parcels 56, 57, and 58, superimposing that district over the existing Business and Single Residence B districts, said description being as follows:

Beginning at the point of intersection of the easterly sideline of M.B.T.A. and the northerly sideline of May Street; thence running northeasterly by the easterly sideline of M.B.T.A. to the intersection with southerly sideline of Rosemary Street; southeasterly by the southerly sideline of Rosemary Street to the intersection with easterly sideline of Highland Ave; southwest by the westerly sideline of Highland Avenue to the intersection with the northerly sideline of May St; southwest by the northerly sideline of May Street to the point of beginning.

- (f) Place in the A-1 Subdistrict of the Multi-family Overlay District a portion of land now zoned Apartment A-1 and located directly to east of Highland Avenue and north of May Street as shown on Needham Town Assessors Map 53, Parcels 1, 2 and 3, superimposing that district over the existing Apartment A-1 district, said description being as follows:

Beginning at the point of intersection of the northerly sideline of May Street and the westerly sideline of Oakland Avenue; thence running easterly by the northerly sideline of May Street to the intersection with easterly sideline of Highland Avenue; northeasterly by the easterly sideline of Highland Avenue to the intersection with southerly sideline of Oakland Avenue; southeasterly by the southerly sideline of Oakland Avenue: southerly by the westerly sideline of Oakland Avenue to the point of beginning.

- (g) Place in the A-1 Subdistrict of the Multi-family Overlay District a portion of land now zoned Apartment A-1 and located directly to the west of Hillside Avenue and north of Rosemary Street as shown on Needham Town Assessors Map 100 Parcels 1, 35, and 36, and Needham Town Assessors Map 101, Parcels 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, and 26, superimposing that district over the existing Apartment A-1 district, said description being as follows:

Beginning at the point of intersection of the northerly sideline of Rosemary Street and the easterly sideline of Concannon Circle; thence running northwesterly by the easterly sideline of Concannon Circle, one hundred and sixty (160) feet, more or less; northwesterly by the easterly property line of 15 Concannon Circle Realty Trust, two hundred and thirty-two 75/100 (232.75) feet, more or less; northwesterly by the easterly property line of L. Petrini and Son Inc, one hundred and forty-five 84/100 (145.84) feet, more or less; northeasterly by the northerly property line of L. Petrini and Son Inc, one hundred and twenty-five (125) feet, more or less; northwesterly by the westerly sideline of Tillotson Road, one hundred and twelve (112) feet, more or less; northeasterly across Tillotson Road to the northeasterly corner of the property of L. Petrini and Son Inc, forty (40) feet, more or less; northeasterly by the northerly property line of L. Petrini and Son Inc, one hundred and twenty-five (125) feet, more or less; northwesterly by the easterly property line of Petrini

Corporation, one hundred and nineteen 94/100 (119.94) feet, more or less; northeasterly by the southerly property line of L. Petrini and Son Inc, one hundred and sixty-two (162) feet, more or less; northwesterly by the easterly property line of Rosemary Ridge Condominium, three hundred and twenty-eight (328) feet, more or less; northeasterly by the northerly property line of Rosemary Ridge Condominium, two hundred and ninety (290) feet, more or less; northeasterly by the northerly property line of Rosemary Ridge Condominium, one hundred and sixty-two 19/100 (162.19), more or less; northwesterly by the northerly property line of Rosemary Ridge Condominium, one hundred and thirty (130), more or less; southeasterly by the northerly property line of Rosemary Ridge Condominium, two hundred and forty-one 30/100 (241.30), more or less; southeasterly by the northerly property line of Pop Realty LLC, ninety-four 30/100 (94.30), more or less to westerly side of Hillside Avenue; southeasterly by the westerly sideline of Hillside Avenue to intersection with northerly sideline of Rosemary Street; southeasterly by the northerly sideline of Rosemary Street to the point of beginning.

- (h) Place in the IND Subdistrict of the Multi-family Overlay District a portion of land now zoned Industrial, Hillside Avenue Business, and Single Residence B and located directly to the east of Hillside Avenue and north of Rosemary Street as shown on Needham Town Assessors Map 100, Parcels 3, 4, 5, 7, 8, 9, 10, 11, 12, and 61, and Needham Town Assessors Map 101, Parcels 2, 3, 4, 5 and 6, superimposing that district over the existing Industrial, Hillside Avenue Business, and Single Residence B districts, said description being as follows:

Beginning at the point of intersection of the northerly sideline of Rosemary Street and the westerly sideline of M.B.T.A.; thence running northwesterly by the northerly sideline of Rosemary Street to the intersection with easterly sideline of Hillside Avenue; northeasterly by the easterly sideline of Hillside Avenue to the intersection with southerly sideline of West Street; northeasterly by the southerly sideline of West Street to the intersection with the westerly sideline of M.B.T.A.; southeasterly by the westerly sideline of M.B.T.A. to the point of beginning.

- (i) Place in the ASB-MF Subdistrict of the Multi-family Overlay District a portion of land now zoned Avery Square Business and Single Residence B and located directly to the west of Highland Avenue and south of West Street as shown on Needham Town Assessors Map 63, Parcel 37, superimposing that district over the existing Avery Square Business and Single Residence B districts, said description being as follows:

Beginning at the point of intersection of the easterly sideline of M.B.T.A. and the southerly sideline of West Street; thence running southeasterly by the southerly sideline of West Street, one hundred and sixty-one 48/100 (161.48) feet, more or less; southeasterly on arch, twenty-nine (27/100) 29.27 feet to a point on the easterly sideline of Highland Avenue; southeasterly by the easterly sideline of Highland Avenue seven hundred and sixty-one (761.81) feet, more or less; northeasterly by the easterly sideline of Highland Avenue ten (10) feet, more or less; southeasterly by the easterly sideline of Highland Avenue seventy (70) feet, more or less; northwesterly by the southerly property line of HCRI Massachusetts Properties Trust II, one hundred and fifty (150) feet, more or less; southeasterly by the southerly property line of HCRI Massachusetts Properties Trust II, seventy (70) feet, more or less; southwesterly by the southerly property line of HCRI Massachusetts Properties Trust II, one hundred and two 57/100 (102.57) feet, more or less; northeasterly by the easterly sideline of M.B.T.A., three hundred and seventy-one 56/100 (371.56) feet, more or less; northwesterly by the easterly sideline of M.B.T.A., three 54/100 (3.54) feet, more or less; northeasterly by the easterly sideline of M.B.T.A., three hundred and ninety-three 56/100 (393.56) feet, more or less; northeasterly by the easterly sideline of M.B.T.A., one hundred and seventy-five 46/100 (175.46) feet to the point of beginning.

- (j) Place in the HAB Subdistrict of the Multi-family Overlay District a portion of land now zoned Hillside Avenue Business and located directly to the east of Hillside Avenue and north of West Street as shown on Needham Town Assessors Map 99, Parcels 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, superimposing that district over the existing Hillside Avenue district, said description being as follows:

Beginning at the point of intersection of the westerly sideline of M.B.T.A and the northerly sideline of West Street; thence running northwesterly by the northerly sideline of West Street to the intersection with easterly sideline of Hillside Avenue; northwesterly by the easterly sideline of Hillside Avenue to the intersection with northerly sideline of Hunnewell Street; northwesterly by the easterly sideline of Hillside Avenue, twenty-four 1/100 (24.01) feet to the angle point; northeasterly by the easterly sideline of Hillside Avenue, ninety-five 61/100 (95.61) feet, more or less; northeasterly by the northerly property line of Hillside Condominium, two hundred and twenty-one 75/100 (221.75) feet, more or less; northeasterly by the northerly property line of Hunnewell Needham LLC, eighteen 48/100 (18.48) feet, more or less; southwesterly by the westerly sideline of M.B.T.A. to the point of beginning.

- (k) Place in the IND Subdistrict of the Multi-family Overlay District a portion of land now zoned Industrial and Single Residence B and located at Crescent Road as shown on Needham Town Assessors Map 98, Parcels 40 and 41, and Needham Town Assessors Map 99, Parcels 38, 39, 40, 61, 62, 63, and 88, superimposing that district over the existing Industrial and Single Residence B districts, said description being as follows:

Beginning at the bound on easterly side of Hunnewell Street, approximately three hundred and thirty-two 35/100 (332.35) feet from the intersection with Hillside Avenue; thence running southwesterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and ninety-one 13/100 (191.13) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, sixty-eight 68/100 (68.75) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and thirty (130) feet, more or less; southeasterly by the easterly property line of Drack Realty LLC, seventy-three (73) feet, more or less; southwesterly by the easterly property line of Drack Realty LLC, one hundred and forty (140) feet, more or less; northeasterly by the northerly property line of Lally, forty-one (41) feet, more or less; southeasterly by the easterly property line of Lally, seventy-five (75) feet, more or less; southwesterly by the southerly property line of Lally, one hundred (100) feet, more or less; southwesterly to the center of Crescent Road, twenty (20) feet, more or less; southeasterly by the center of Crescent Road, twenty-nine (29) feet, more or less; southwesterly to a bound located twenty-nine feet from the angle point on the easterly side of Crescent Road; southwesterly by the southerly property line of 66 Crescent Road LL, four hundred and fifteen 60/100 (415.60) feet, more or less; northwesterly by the easterly property line of Town of Needham, fifty-two 37/100 (52.37) feet, more or less; northwesterly by the easterly property line of Town of Needham, one hundred and sixty-two 37/100 (162.37) feet, more or less; southwesterly by the easterly property line of Town of Needham, forty-five 76/100 (45.76) feet, more or less; northwesterly by the easterly property line of Town of Needham, one hundred and forty-three 92/100 (143.92) feet, more or less; northwesterly by the easterly property line of Town of Needham, fifteen 71/100 (15.71) feet, more or less; southwesterly by the easterly property line of Town of Needham, two hundred and forty-eight 40/100 (248.40) feet, more or less; northwesterly by the easterly property line of Town of Needham, fifty-three 33/100 (53.33) feet, more or less; northeasterly by the northerly property line of 166 Crescent Road LLC, five hundred and fifty-five 68/100 (555.68) feet, more or less; northeasterly to the center of Crescent Road, twenty (20) feet, more or less; northwesterly by the center of Crescent Road, fifty-six 47/100 (56.47) feet, more or less; northeasterly to the bound located four 38/100 (4.38) feet from the end of the Crescent Road; northeasterly by the northerly property line of Microwave Development Laboratories Inc, one

hundred and forty-six 29/100 (146.29) feet, more or less; southeasterly by the northerly property line of Microwave Development Laboratories Inc, fifty-four 82/100 (54.82) feet, more or less; northeasterly by the northerly property line of Microwave Development Laboratories Inc, fifty-four 21/100 (54.21) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and ninety-five 81/100 (195.81) feet, more or less; northeasterly by the easterly property line of Microwave Development Laboratories Inc, seven (7) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, ninety-one (91) feet, more or less; northeasterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and forty-two (142) feet, more or less; southeasterly by the easterly sideline of Hunnewell Street, twenty (20) feet to the point of beginning.

- (l) Place in the A-1 Subdistrict of the Multi-family Overlay District a portion of land now zoned Apartment A-1 and Single Residence B and located east and west of Highland Avenue at Cottage Avenue as shown on Needham Town Assessors Map 70, Parcels 24 and 25, superimposing that district over the existing Apartment A-1 and Single Residence B districts, said description being as follows:

Beginning at the point on the westerly sideline of Highland Avenue, two hundred and seventeen 63/100 (217.63) from the arch on Webster Street; thence running southwesterly by the westerly sideline of Highland Avenue, three hundred and seventeen (317) feet, more or less; southeasterly across Highland Avenue, fifty (50) feet to a point on the easterly sideline of Highland Avenue; southeasterly by the northerly property line of Avery Park Condominium, two hundred and seventy-eight 75/100 (278.75) feet, more or less; northeasterly by the northerly property line of Avery Park Condominium, sixty-one (61.51) feet, more or less; northeasterly by the northerly property line of Avery Park Condominium, one hundred and seventy-nine 70/100 (179.70) feet, more or less; southwesterly by the westerly sideline of Webster Street, thirty-one 16/100 (31.16) feet, more or less; southwesterly by the southerly property line of Avery Park Condominium, one hundred and sixty-six 51/100 (166.51) feet, more or less; southwesterly by the southerly property line of Avery Park Condominium, one hundred and five 59/100 (105.59) feet, more or less; southwesterly by the southerly property line of Avery Park Condominium, one hundred and forty-four 62/100 (144.62) feet, more or less; northwesterly by the southerly property line of Avery Park Condominium, two hundred and seventy-seven 29/100 (277.29) feet, more or less; northwesterly across Highland Avenue, fifty (50) feet to a point on the westerly side of Highland Avenue: northwesterly by the southerly property line of Hamilton Highlands LLC, one hundred and fifty-nine 45/100 (159.45) feet, more or less; southwesterly by the southerly property line of Hamilton Highlands LLC, ninety-seven 33/100 (97.33) feet, more or less; northwesterly by the northerly sideline of Cottage Avenue, forty (40) feet, more or less; southwesterly by the southerly property line of Hamilton Highlands LLC, fifteen (15) feet, more or less; northwesterly by the southerly property line of Hamilton Highlands LLC, twenty-five 54/100 (25.54) feet, more or less; northeasterly by the easterly sideline of M.B.T.A., five hundred and seventy-five 57/100 (575.57) feet, more or less; southeasterly by the northerly property line of Hamilton Highlands LLC, one hundred and forty-five 2/100 (145.02) feet, more or less; northeasterly by the northerly property line of Hamilton Highlands LLC, one hundred and one 57/100 (101.57) feet, more or less; southeasterly by the northerly property line of Hamilton Highlands LLC, one hundred and eighty 18/100 (180.18) feet, more or less; southeasterly by the northerly property line of Hamilton Highlands LLC, fifty-six 57/100 (56.57) feet to the point of beginning.

Or take any other action relative thereto.

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40A** ZONING**Section 5** ADOPTION OR CHANGE OF ZONING ORDINANCES OR BY-LAWS; PROCEDURE

Section 5. Zoning ordinances or by-laws may be adopted and from time to time changed by amendment, addition or repeal, but only in the manner hereinafter provided. Adoption or change of zoning ordinances or by-laws may be initiated by the submission to the city council or board of selectmen of a proposed zoning ordinance or by-law by a city council, a board of selectmen, a board of appeals, by an individual owning land to be affected by change or adoption, by request of registered voters of a town pursuant to section ten of chapter thirty-nine, by ten registered voters in a city, by a planning board, by a regional planning agency or by other methods provided by municipal charter. The board of selectmen or city council shall within fourteen days of receipt of such zoning ordinance or by-law submit it to the planning board for review.

No zoning ordinance or by-law or amendment thereto shall be adopted until after the planning board in a city or town, and the city council or a committee designated or appointed for the purpose by said council has each held a public hearing thereon, together or separately, at which interested persons shall be given an opportunity to be heard. Said public hearing shall

be held within sixty-five days after the proposed zoning ordinance or by-law is submitted to the planning board by the city council or selectmen or if there is none, within sixty-five days after the proposed zoning ordinance or by-law is submitted to the city council or selectmen. Notice of the time and place of such public hearing, of the subject matter, sufficient for identification, and of the place where texts and maps thereof may be inspected shall be published in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of said hearing, and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of said hearing. Notice of said hearing shall also be sent by mail, postage prepaid to the department of housing and community development, the regional planning agency, if any, and to the planning board of each abutting city and town. The department of housing and community development, the regional planning agency, the planning boards of all abutting cities and towns and nonresident property owners who may not have received notice by mail as specified in this section may grant a waiver of notice or submit an affidavit of actual notice to the city or town clerk prior to town meeting or city council action on a proposed zoning ordinance, by-law or change thereto. Zoning ordinances or by-laws may provide that a separate, conspicuous statement shall be included with property tax bills sent to nonresident property owners, stating that notice of such hearings under this chapter shall be sent by mail, postage prepaid, to any such owner who files an annual request for such notice with the city or town clerk no later than January first, and pays a reasonable fee established by such ordinance or by-law. In cases involving boundary, density or use changes within a district, notice shall be sent to any such nonresident property owner who has filed such a request with the city or town clerk and whose property lies in the district where the change is

sought. No defect in the form of any notice under this chapter shall invalidate any zoning ordinances or by-laws unless such defect is found to be misleading.

Prior to the adoption of any zoning ordinance or by-law or amendment thereto which seeks to further regulate matters established by section forty of chapter one hundred and thirty-one or regulations authorized thereunder relative to agricultural and aquacultural practices, the city or town clerk shall, no later than seven days prior to the city council's or town meeting's public hearing relative to the adoption of said new or amended zoning ordinances or by-laws, give notice of the said proposed zoning ordinances or by-laws to the farmland advisory board established pursuant to section forty of chapter one hundred and thirty-one.

No vote to adopt any such proposed ordinance or by-law or amendment thereto shall be taken until a report with recommendations by a planning board has been submitted to the town meeting or city council, or twenty-one days after said hearing has elapsed without submission of such report. After such notice, hearing and report, or after twenty-one days shall have elapsed after such hearing without submission of such report, a city council or town meeting may adopt, reject, or amend and adopt any such proposed ordinance or by-law. If a city council fails to vote to adopt any proposed ordinance within ninety days after the city council hearing or if a town meeting fails to vote to adopt any proposed by-law within six months after the planning board hearing, no action shall be taken thereon until after a subsequent public hearing is held with notice and report as provided.

No zoning ordinance or by-law or amendment thereto shall be adopted or changed except by a two-thirds vote of all the members of the town council, or of the city council where there is a commission form of government or a single branch, or of each branch where there are two branches, or by a two-

thirds vote of a town meeting; provided, however, that if in a city or town with a council of fewer than twenty-five members there is filed with the clerk prior to final action by the council a written protest against such change, stating the reasons duly signed by owners of twenty per cent or more of the area of the land proposed to be included in such change or of the area of the land immediately adjacent extending three hundred feet therefrom, no such change of any such ordinance shall be adopted except by a three-fourths vote of all members.

No proposed zoning ordinance or by-law which has been unfavorably acted upon by a city council or town meeting shall be considered by the city council or town meeting within two years after the date of such unfavorable action unless the adoption of such proposed ordinance or by-law is recommended in the final report of the planning board.

When zoning by-laws or amendments thereto are submitted to the attorney general for approval as required by section thirty-two of chapter forty, he shall also be furnished with a statement which may be prepared by the planning board explaining the by-laws or amendments proposed, which statement may be accompanied by explanatory maps or plans.

The effective date of the adoption or amendment of any zoning ordinance or by-law shall be the date on which such adoption or amendment was voted upon by a city council or town meeting; if in towns, publication in a town bulletin or pamphlet and posting is subsequently made or publication in a newspaper pursuant to section thirty-two of chapter forty. If, in a town, said by-law is subsequently disapproved, in whole or in part, by the attorney general, the previous zoning by-law, to the extent that such previous zoning by-law was changed by the disapproved by-law or portion thereof, shall be deemed to have been in effect from the date of such vote. In a municipality which is not required to submit zoning ordinances to the

attorney general for approval pursuant to section thirty-two of chapter forty, the effective date of such ordinance or amendment shall be the date passed by the city council and signed by the mayor or, as otherwise provided by ordinance or charter; provided, however, that such ordinance or amendment shall subsequently be forwarded by the city clerk to the office of the attorney general.

A true copy of the zoning ordinance or by-law with any amendments thereto shall be kept on file available for inspection in the office of the clerk of such city or town.

No claim of invalidity of any zoning ordinance or by-law arising out of any possible defect in the procedure of adoption or amendment shall be made in any legal proceedings and no state, regional, county or municipal officer shall refuse, deny or revoke any permit, approval or certificate because of any such claim of invalidity unless legal action is commenced within the time period specified in sections thirty-two and thirty-two A of chapter forty and notice specifying the court, parties, invalidity claimed, and date of filing is filed together with a copy of the petition with the town or city clerk within seven days after commencement of the action.



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

MEETING DATE: 1/28/2025

Agenda Item	FY2026 Budget Presentation
Presenter(s)	Kate Fitzpatrick, Town Manager Katie King, Deputy Town Manager David Davison, Deputy Town Manager/Director of Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will present the proposed annual balanced budget for fiscal year 2026. In accordance with Section 2.2.1 of the General By-laws of the Town, the Town Manager shall issue budget guidelines and instructions for all Town departments to submit their spending requests for the ensuing fiscal year. The Town Manager shall consult with the Finance Committee prior to the issuance of said guidelines and instructions. The Town Manager and/or his/her designee and the Finance Committee shall consult with each other throughout the Budget process. The Town Manager and School Superintendent will provide the Finance Committee with copies of their respective departmental spending requests on or before the 2nd Wednesday of December. Following receipt of these spending requests, the Finance Committee may begin its consideration of same, including the commencement of budget hearings. The Town Manager, after consultation with the Select Board and School Committee, shall not later than the 31st day of January, present to the Finance Committee a balanced budget recommendation in the form of an executive budget, which shall include the spending priorities of all Town departments for the ensuing fiscal year, including in addition thereto, the voted School Committee budget request if different than that contained in the proposed balanced budget. The Town Manager's executive budget recommendation shall not be binding on the Finance Committee. Said executive budget recommendation shall include the estimates of Town revenues and proposed expenditures of all Town departments, including debt service and other amounts required to be raised for the ensuing fiscal year.	



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

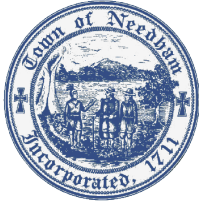
The Town Manager may amend or otherwise revise revenue estimates as may be warranted. All such revisions shall be provided in writing to the Select Board, School Committee and Finance Committee.

2.	VOTE REQUIRED BY SELECT BOARD
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Suggested Motion: That the Board vote to recommend approval of the Town Manager's Proposed Annual Budget for FY2026.

3.	BACK UP INFORMATION ATTACHED
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- | | |
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| | <ul style="list-style-type: none">a. FY2026 Town Manager's Budget Message to be Provided Under Separate Coverb. FY2026 Revenue Summary to be Provided Under Separate Coverc. Proposed Annual Balanced Budget document to be Provided Under Separate Cover |
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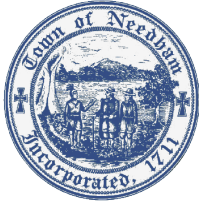


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 1/28/2025

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

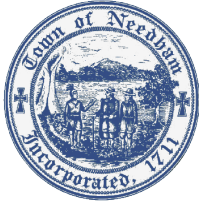


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 1/28/2025

Agenda Item	Town Manager Search Process
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Board members may wish to discuss the status of the search process. This will be a standing item for the next several months.	
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: 1/28/2025

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	

**Town of Needham
Select Board
Minutes for Tuesday, January 7, 2025
Select Board Chambers and
Via ZOOM
<https://us02web.zoom.us/j/89068374046>**

- 6:02 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Kevin Keane. Those present were Vice Chair Heidi Frail, 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.
- 6:03 p.m. Public Comment Period:

Joe Matthews, 31 Rosemary Street, commented that at the October Town Meeting, the Finance Committee reported that they were awaiting the results of the contracted demographer McKibben regarding the effects of the Neighborhood Housing Plan on schools in Town. His report stated that even in the case of a full build out scenario, the plan would likely result in lower-than-current assumptions for future school population. Mr. Matthews expressed his opinion that it would be a mistake for Town officials to use potential extra students at some point in the future as an argument against the Neighborhood Housing Plan. He expressed that the Town has very few levers to pull to address housing costs and attracting businesses, and that zoning deregulation is one of the best ways to do this. He urged any undecided voters to vote “yes” for the Neighborhood Housing Plan on January 14.
- 6:07 p.m. Welcome State Representative Josh Tarsky:

The Board welcomed State Representative Josh Tarsky, who was sworn in as Needham’s Representative in the General Court on January 1, 2025. He met with House Counsel to discuss several bills he is hoping to file by January 17. Mr. Tarsky stated that he hopes to focus his work on transportation, education, housing, and healthcare. He emphasized his desire to be grounded in the district he is representing as he begins his work.
- 6:12 p.m. Director of Public Works Construction Update
Presenter: Carys Lustig, Director of Public Works, Shane Mark, Assistant Director of Public Works

Carys Lustig provided a recap of the 2024 construction season and a look forward to ongoing projects. She noted that this is was largest construction season the Town had engaged in with approximately \$20 million worth of projects funded by the Town, State, and ARPA funds. She highlighted both challenges and

accomplishments with regard to staffing. DPW hired 8 new staff and has 14 remaining vacancies, primarily in Water and Sewer. She then provided updates on DPW projects from the past year:

Recycling & Transfer Station:

- Ventilation upgrade
- Larger repairs will be necessary in the future

Engineering:

- 128 Interceptor Project: currently in process, anticipated to be complete in Summer 2025
- Reservoir Dredging: substantially complete, finishing site restoration and trail improvements
- Walker Pond Phase II Improvements: project complete
- Walker Pond Outfall: substantially complete, final site restoration Spring 2025
- South Street 16" Water Main: Phase 1, from Chestnut Street to Marrant Drive Complete; Phase 2 from Marrant Drive to Charles River Street Spring 2025
- Concord at Burnside Drainage Final Phase: substantially complete, final site restoration Spring 2025

Buildings:

- Needham High School Cupola: required more structural work than anticipated; expected to be completed in the next month
- Eliot RTU Upgrades: completed upgrade of Rooftop Unit System
- LED Lighting Upgrade Town Hall and PSAB: grant funding received for these projects

Parks & Forestry:

- Claxton Field: finished most site work; capping complete; construction of park in progress
- Walker Gordon Infield
- Asa Small Mini Renovation

Water, Sewer & Drains:

- Elizabeth Circle: water main and water services upgrade
- Townwide Lead Service Upgrades
- Tower Ave (Extension): water main and water services upgrade
- Pheasant Landing Road: twin drainage culvert replacements

Highway:

- Dedham Ave Roadway Improvements
- Guardrail replacements (Dedham Ave, Central Ave, Farley Pond Road)
- Webster Street Roadway Improvements
- Alden Road at Brewster Drive Intersection Redesign

- Micro-surfacing – West Street (Highland Ave to Webster Street); High Street (Webster Street to Bennington Street); Greendale Ave (Webster Street to High Street); Linden Street
- Micro-surfacing/Cape Seal – Country Way; Scott Road; Village Lane; Trout Pond Lane

Ms. Lustig also noted the roads which had received rubber chip, paving, sidewalk, and ramp improvements.

Discussion included what the next construction season will include and how the Board can support DPW in filling vacancies. Ms. Lustig added that this presentation did not include the regular maintenance work completed or work completed in response to emergencies. She also highlighted the regular monthly meetings that DPW holds with Eversource and a desire to expand this level of communication to other utilities with which DPW works closely and often.

6:40 p.m.

Appointment Calendar and Consent Agenda:

Motion by Ms. Cooley that the Board vote to approve the Appointment Calendar and Consent Agenda.

Mr. Levy commented on the last-minute addition of the individual to the Human Rights Committee to the Appointment Calendar. Board members discussed that this was a technical correction and does not imply a political statement on behalf of the Board despite concern voiced by Mr. Levy that this may be perceived as a political action ahead of the Special Election following the Human Rights Committee taking a position on the election.

Second: Ms. Dowd. Unanimously approved 5-0.

APPOINTMENT CALENDAR

1.	Anna Giraldo-Kerr	Town Manager Screening Committee Term Exp: 6/30/2025
2.	Albert Schram	Human Rights Committee Term Exp: 6/30/2026

CONSENT AGENDA

1.	Approve Open Session Minutes of December 3, 2024
2.	Approve the following donations made to the Needham Free Public Library: • \$10 from Miryana Radoslavova Mihaylova • \$30 from Peng Shen • \$100 from Chris Brand • \$100 from Joan Onofrey • 2 copies of <u>The Border Line</u> by Annie Dai, estimated value \$36, from Honglei Dai
3.	Approve the following donations made to the Needham Aging Services Division: • \$25 from Niki Pugach

	• A Precor Elliptical exercise bike and a Life Fitness leg press, estimated value \$7,000 from North Hill Retirement Community
4.	Approve the following donations made to the Needham Youth and Family Services Division: • Two (2) grants of \$7,500 each from the MetroWest Health Foundation to be used to support clinical interns
5.	Approve the following donations made to the Needham Public Health Division: • \$300 from Anne MacFate for Needham's Traveling Meals program • \$200 from Anne MacFate for Needham's Gift of Warmth program • \$100 from Lynda Coburn for Needham's Gift of Warmth program • \$100 from Lynda Coburn for Needham's Domestic Violence Action program • \$100 from Anne MacFate for Needham's Domestic Violence Action program
6.	Approve updated charges and compositions for the: • Town Financed Community Housing Oversight Committee • Tree Preservation Planning Committee
7.	Approve changes to vehicle expense reimbursement rates.
8.	Approve revision to the Board's FY2025-2026 goal statement.
9.	Approve revision of policy: Promotion of Deputy Chief of Police & Chief of Police by renumbering from 433 to 110.

6:48 p.m. Overview of HotSpot Parking Payment Application:
 Presenter: J.P. Cacciaglia, Economic Development Manager

Staff discussed required changes to the Town Parking Rules and Regulations prior to the launch of a paid parking application. The proposed changes will add the option of electronic payment and electronic timing of parking spaces. The timeline and brief overview of the app's launch process was also discussed alongside proposed signage changes. J.P. Cacciaglia provided an overview of the effort thus far to create a parking app following feedback from residents and a parking study. He also presented the various design options for new signage to be added informing users of the parking application.

The plan for operations includes a target launch in mid-April 2025. This will begin with implementation of the mobile payment application and use real-time occupancy data for future planning. There will also be a designated HotSpot Training Lead who will offer training tailored to each role, with additional training for software updates and new employees. He noted that coins would still be accepted as payment for metered parking even with the new application in place.

Questions from Board members included how long data collection would take place before implementation; future goals regarding parking in Town; and design of the stickers to be placed on meters.

7:00 p.m. Town Manager:

Open 2025 Annual Town Meeting Warrant

The Board opened the Warrant for the 2025 Annual Town Meeting. The Warrant is scheduled to be closed on February 11, 2025. Ms. Fitzpatrick highlighted several Warrant Articles including:

- Opioid Programming
- Climate Action Planning Committee
- Parks & Forestry
- Other: Citizens' Petitions

Mr. Levy asked about the land jurisdiction for Stephen Palmer. Ms. Fitzpatrick explained that the property is currently declared to be surplus until the end of the current use. She will bring the Board a proposal to establish a committee to examine the redevelopment of the property.

Motion by Ms. Frail that the Board vote to open the warrant for the 2025 Annual Town Meeting.

Second: Mr. Levy. Unanimously approved 5-0.

Preliminary FY2026 Budget Update

Staff updated the Board on the Town Manager's FY2026 budget that will be presented on January 28, 2025. Ms. Fitzpatrick noted that the revenue estimates will not be able to support all requests that have been submitted. Ms. Fitzpatrick added that the Town is partnering with the Town of Dedham to investigate health insurance offerings and evaluate the impact for individual subscribers if certain changes are made. Board members asked about state and local shortfalls in revenue and increasing costs across industries.

Town Manager Report

- Needham Power Choice Informational Sessions
- Eversource Dover to Needham Underground Cable Modernization Project Informational Sessions
- MWRA Community Meeting
- Needham Center Working Group ("Envision Needham Center") Walking Audits and Open House
- Upcoming RTS Study and Survey

7:20 p.m. Board Discussion:

Town Manager Search Process

Board members discussed the status of the search process. Ms. Frail reported that the Town Manager Screening Committee had completed interviews with many distinguished Town Meeting Members who sought to serve on the Committee, and that the Board had appointed Anna Giraldo-Kerr earlier as part of the Appointment Calendar.

Committee Reports

Ms. Cooley reported that the Large House Review Study Committee met and continues to make progress on the remit after two meetings. Several decisions were made about the topic of the upcoming meeting regarding non-conforming lots and certain building situations on these lots. She reported that the Committee will report to Spring Town Meeting with the hope of something to bring to Fall Town Meeting.

Ms. Frail reported that the Tree Preservation Planning Committee is almost fully composed; she is excited about the individuals comprising the Committee.

Mr. Keane reported that the Needham Center Project Working Group will conduct walking audits and an open house for the public to contribute their input.

Mr. Levy reported that the Stormwater Bylaw Working Group will discuss the new regulations that the EPA is considering implementing for commercial properties with at least 1 acre of impervious surfaces. This would affect approximately 119 properties in Town.

Ms. Fitzpatrick reported that the General Bylaw Review Committee is searching for Town Meeting Member applicants.

7:27 p.m.

Adjourn:

Motion by Mr. Levy that the Select Board vote to adjourn the Select Board meeting of Tuesday, January 7, 2025.

Second: Ms. Frail. Unanimously approved 5-0.

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, January 21, 2025, at 6:00 p.m.

A video recording of the January 7, 2025 Select Board meeting can be found at https://www.youtube.com/watch?v=ozbKGNDJOyQ&ab_channel=TownofNeedhamMA or at <https://www.needhamchannel.org/2025/01/needham-select-board-1-7-25/>.



Needham 4th of July Celebration



www.needhamexchangeclub.org

Sponsored by The Exchange Club of Needham, Inc.

P.O. Box 920475, Needham, MA 02492

January 15th, 2025
Kate Fitzpatrick, Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Kate,

Thank you in advance for your support of the Exchange Club with its endeavor to bring to Needham its traditional 4th of July celebration for the year 2025.

With your permission we would like to initiate discussions with the DPW, Fire, Police, Park & Recreation, Public Facilities, Health, and any other Town departments in order to receive their support for this year's celebration.

Celebration activities will fall on both Thursday, July 3rd and Friday, July 4th. The activities on July 3rd at Memorial Park will include Pony Rides, Face Painting, Music, Food and Drinks, and will conclude with the Fireworks display. The activities on July 4th the Flag Raising on the Town Common and the Grand Parade. The Charles River Y customarily also holds a 5K race on the morning of the 4th (not an Exchange Club event.)

A certificate of liability insurance with the Town of Needham will be provided.

Beginning the week prior to the events, we would also like to place our customary signs announcing our event on the Town entrance community signs. We have submitted a request for use of the Memorial Park Signs. We have also submitted a Special Event Request to the Trustees of Memorial Park for the exclusive use of Memorial Park for the 4th of July Celebration.

If you have any questions, please contact me at (781) 258-0540 or via email at johnnatterry15@gmail.com.

Thank you on behalf of the Needham Exchange Club 4th of July Celebration Organizing Committee

John Terry, 4th of July, Tri-Chair
Needham Exchange Club - Fourth of July Committee
(781) 258-0540
johnnatterry15@gmail.com

cc: Rick Lunetta, President, The Exchange Club of Needham
Clark Friedman, Tri-Chair, Exchange Club Fourth of July Committee
Mark Fachetti, Tri-Chair, Exchange Club Fourth of July Committee

ARPA Proposal Budget with Expended Balance

Category	Description	State/County	Budget	Adjusted Budget	Total Expended	Unexpended	Encumbered	Uncommitted Balance
COVID-19 Direct Impact	Contact Tracers	State	\$60,000.00	\$23,910.00	\$23,910.00	\$0.00	\$0.00	\$0.00
	Epidemiologist	State	\$140,000.00	\$220,636.97	\$220,050.75	\$586.22	\$0.00	\$586.22
	Public Health Nurse	State	\$160,000.00	\$245,917.27	\$246,004.03	(\$86.76)	\$0.00	(\$86.76)
	Mental & Behavioral Health Staffing	State	\$190,000.00	\$284,604.72	\$284,860.47	(\$255.75)	\$0.00	(\$255.75)
	Mental & Behavioral Health Services	State	\$190,000.00	\$46,850.75	\$46,850.75	\$0.00	\$0.00	\$0.00
	COVID-19 Test Kits for School Staff and residents of limited means and those in high risk groups	State	\$229,800.00	\$229,800.00	\$229,800.00	\$0.00	\$0.00	\$0.00
	Other - Rentals	State	\$4,246.00	\$4,246.00	\$4,246.00	\$0.00	\$0.00	\$0.00
	Other - Town COVID-19/Flu/RSV Tests (Lab Machine)	State	\$2,984.78	\$14,034.29	\$2,984.78	\$11,049.51	\$11,049.51	\$0.00
	Other - Not yet assigned	State	\$92,969.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal		\$1,070,000.00	\$1,070,000.00	\$1,058,706.78	\$11,293.22	\$11,049.51	\$243.71
Ventilation Upgrades	Library Chiller	State	\$0.00	\$254,000.00	\$252,500.00	\$1,500.00	\$1,500.00	\$0.00
	Miscellaneous Ventilation Upgrades	State	\$0.00	\$115,000.00	\$115,000.00	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$369,000.00	\$367,500.00	\$1,500.00	\$1,500.00	\$0.00
Technology Improvements	Support for Hybrid Meetings, Communications & Remote Work	State	\$175,000.00	\$514,724.12	\$416,620.74	\$98,103.38	\$97,655.93	\$447.45
	NeoGov E-Forms Module	State	\$31,613.48	\$31,613.48	\$31,613.48	\$0.00	\$0.00	\$0.00
	Other - Not yet assigned	State	\$68,386.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal		\$275,000.00	\$546,337.60	\$448,234.22	\$98,103.38	\$97,655.93	\$447.45
Economic Development	Grant Program	State	\$460,000.00	\$389,979.00	\$389,979.00	\$0.00	\$0.00	\$0.00
	Public Art	State	\$20,000.00	\$67,296.00	\$41,248.00	\$26,048.00	\$15,896.00	\$10,152.00
	Other - Rental of Tents	State	\$18,725.00	\$18,725.00	\$18,725.00	\$0.00	\$0.00	\$0.00
	Other - Not yet assigned	State	\$1,275.00	\$24,000.00	\$23,000.00	\$1,000.00	\$0.00	\$1,000.00
	Subtotal		\$500,000.00	\$500,000.00	\$472,952.00	\$27,048.00	\$15,896.00	\$11,152.00
Water/Sewer/Drains	Temp Project Manager	State	\$500,000.00	\$195,185.70	\$195,185.70	\$0.00	\$0.00	\$0.00
	Rosemary Sluice Gate Replacement/NPDES Stormwater	State	\$600,000.00	\$120,000.00	\$37,612.38	\$82,387.62	\$76,077.62	\$6,310.00
	Stormwater Master Plan	State	\$0.00	\$280,000.00	\$125,000.00	\$155,000.00	\$155,000.00	\$0.00
	Stormwater & Water Supply Upgrades	State		\$204,813.30	\$0.00	\$204,813.30	\$204,813.30	\$0.00
	Other - Not yet assigned	State	\$340,336.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$1,440,336.60	\$799,999.00	\$357,798.08	\$442,200.92	\$435,890.92	\$6,310.00
		State total	\$3,285,336.60	\$3,285,336.60	\$2,705,191.08	\$580,145.52	\$561,992.36	\$18,153.16
Infrastructure*	Town Reservoir Clean-up Construction - ARPA-1033	County	\$2,070,000.00	\$1,372,500.00	\$640,389.30	\$732,110.70	\$732,070.70	\$40.00
	Walker Pond Category 2 Construction - ARPA-1032	County	\$356,000.00	\$356,000.00	\$354,879.52	\$1,120.48	\$1,120.48	\$0.00
	Walker Pond Outlet - ARPA-1166	County	\$0.00	\$400,000.00	\$338,163.34	\$61,836.66	\$31,915.44	\$29,921.22
	Walker Pond Category 2 (#1032) & Outlet (#1166) ARPA-1311	County	\$0.00	\$972,666.00	\$819,591.58	\$153,074.42	\$153,074.42	\$0.00
	128 Sewer Interceptor Project Design - ARPA-1178	County	\$0.00	\$60,000.00	\$49,200.00	\$10,800.00	\$0.00	\$10,800.00
	128 Sewer Interceptor Project Construction - ARPA-1178	County	\$0.00	\$2,752,682.00	\$867,990.68	\$1,884,691.32	\$1,759,225.32	\$125,466.00
	South St Water Main Construction	County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Allowance for Water/Sewer/Drains	County	\$3,487,848.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal	County total	\$5,913,848.00	\$5,913,848.00	\$3,070,214.42	\$2,843,633.58	\$2,677,406.36	\$166,227.22
Grand Total			\$9,199,184.60	\$9,199,184.60	\$5,775,405.50	\$3,423,779.10	\$3,239,398.72	\$184,380.38

updated 1/17/25