# SELECT BOARD AGENDA
# Regular Meeting
# 6:00 p.m. February 11, 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,,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<br>Residents are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board's policy on public participation in meetings can be found here. |
| **1.** | **6:00** | Public Hearing: Verizon Cable License Ascertainment<br>• Myles Tucker, Support Services Manager |

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| **2.** | **6:15** | Public Hearing: Eversource Grant of Location – 111 Windsor Road<br>• Joanne Callender, Eversource Energy |
| **3.** | **6:20** | Public Hearing: Application for a New All-Alcoholic Beverages License – North Hill Needham, Inc. d/b/a North Hill (continued from 1/28/2025)<br>• Thomas Miller, Esq., McDermott, Quilty, Miller & Hanley LLP – Applicant Counsel<br>• Briana Tucker, Proposed Manager of Record – North Hill Needham, Inc. d/b/a North Hill |
| **4.** | **6:45** | DPW Phase I – Schematic Design Update<br>• Hank Haff, Director Building Design & Construction Dept.<br>• Ken Sargent, Sr. Project Manager, BDCD<br>• Carys Lustig, Director, Public Works<br>• Shane Mark, Assistant Director, Public Works<br>• Tyler Cofelice, PE, Weston & Sampson Engineers<br>• Mike Richard, PE, Weston & Sampson Engineers |
| **5.** | **7:15** | Eversource Gas Proposed Winter Work<br>• Carys Lustig, Director of Public Works<br>• Eversource Representative |
| **6.** | **7:30** | Plastics Warrant Articles<br>• Kathy Raiz, Green Needham<br>• Rob Fernandez, Green Needham |
| **7.** | **8:00** | Town Manager<br>• Close 2025 Annual Town Meeting Warrant<br>• Stephen Palmer Development Review Committee<br>• Town Manager Report |
| **8.** | **8:15** | Board Discussion<br>• Tree Preservation Planning Committee Recommended Appointment<br>• Future Select Board Goals<br>• Town Manager Search Process<br>• Committee Reports |

**APPOINTMENT CALENDAR**

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| 1. | Wooseong Kwon | Mobility Planning and Coordination Committee<br>Term Exp: 6/30/2027 |

**CONSENT AGENDA *Supporting Documents in Agenda Packet**

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| 1.* | Approve Open Session Minutes of January 21, 2025 |
| 2. | Approve a Common Victualler license application for Needbobcon, Inc. d/b/a Conrad's Restaurant |
| 3. | Accept the following donation made to the Needham Community Revitalization Trust Fund:<br>• $3,200 from Lois Sockol |

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| 4. | Accept the following donation made to Needham Youth & Family Services:<br>• $300 from the Patrick C. Forde Memorial Fund, Inc. toward future community programming |
| 5. | Accept the following donations made to Needham Public Health Division for Needham's Gift of Warmth program:<br>• $100 from Bruce Howell<br>• $500 from Nick Morris-Kliment, Christ Episcopal Church<br>• $150 from Peter Atallah<br>• $100 from Alyssa Kence<br>• $1,000 from Rachel Busby<br>• $100 from Ramin Abrishamian |
| 6. | Accept the following donations made to the Needham Aging Services Division:<br>• $100 from Viktor Goldmakher<br>• $250 from Ellen Knizeski<br>• $75 from The Committee to Elect Michael W. Morrissey |
| 7. | Approve the donation and dedication of the following celebration benches to be placed by the Needham Community Revitalization Trust Fund as proposed during the January 28, 2025 meeting of the Select Board:<br>• John E. Goodfellow, USMC Bench at Amity Path, valued at $3,100<br>• Elin Soderholm Bench at Avery Common, valued at $3,150 |
| 8.* | Approve and Sign Water Sewer Abatement 1336 |
| 9.* | Request the assignment of Police Officers to 2025 Annual Town Election polling places and to Town Hall at the close of polls, and to delegate selection of Police Officers to the Chief of Police. |
| 10.* | Approve Early Voting Hours for the 2025 Annual Town Election as listed:<br>• Saturday, March 29, 2025: 9:00 AM – 5:00 PM<br>• Monday, March 30, 2025: 8:00 AM – 5:00 PM<br>• Tuesday, March 31, 2025: 8:00 AM – 6:00 PM<br>• Wednesday, April 1, 2025: 8:00 AM – 5:00 PM<br>• Thursday, April 2, 2025: 8:00 AM – 5:00 PM<br>• Friday, April 3, 2025: 8:00 AM – 12:30 PM |

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

**MEETING DATE: 2/11/2025**

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| **Agenda Item** | Public Hearing: Verizon Cable License Ascertainment |
| **Presenter(s)** | Myles Tucker, Support Services Manager |

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

A public hearing is being held by the Needham Select Board in its capacity as cable license issuing authority following a request by Verizon New England Inc ("Verizon") to initiate the cable license renewal process. The current license expires on August 14, 2027.

This purpose of this public hearing is to assess future cable-related needs and interests and review the performance of Verizon under its current license.

This ascertainment hearing is required by Federal law.

Following the public hearing, written comments will be accepted at selectboard@needhamma.gov until the hearing is formally closed at the February 25, 2025 Select Board meeting.

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| **2.** | **VOTE REQUIRED BY SELECT BOARD** |

N/A – Discussion Only

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| **3.** | **BACK UP INFORMATION ATTACHED** |

a. Notice of Cable Renewal from Department of Telecommunication and Cable
b. Franchise Renewal Notice Requesting Commencement of Formal Renewal Proceedings under Section 626 of the Communications Act
c. Legal Notice

**COMMONWEALTH OF MASSACHUSETTS**
**DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**
1000 Washington Street, Suite 600
Boston, MA 02118-6500
(617) 305-3580
www.mass.gov/dtc

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD
2024 JUL -3 P3:05

MAURA T. HEALEY
GOVERNOR
KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

YVONNE HAO
SECRETARY
EXECUTIVE OFFICE OF
ECONOMIC DEVELOPMENT
LAYLA R. D'EMILIA
UNDERSECRETARY
KAREN CHARLES
COMMISSIONER

July 3, 2024

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

Re: License Expiration Notice

Dear Chairman:

According to the Department of Telecommunications and Cable's (Department) records, your cable television license (license) with Verizon New England, Inc. expires on 8/14/2027. Federal law provides for a formal renewal process that begins between 36 and 30 months before a license expires. As the Issuing Authority, you may begin the process of determining your community's cable-related needs and review Verizon New England, Inc.'s performance under the current license. This is known as the "ascertainment process." You must notify Verizon New England, Inc. if you elect to begin the ascertainment process. You may also be required to begin the ascertainment process if you receive a notice from Verizon New England, Inc. invoking the formal renewal process; you must begin the ascertainment process within six months of receiving such notice.

You may want to form a cable advisory committee (CAC) as part of the formal renewal process and delegate to it certain duties. If you form a CAC, please provide the Department with the name and contact information for at least one CAC member. I have enclosed a fact sheet describing the typical responsibilities of a CAC, and please see M.G.L. c. 268A concerning potential conflicts of interest for both municipal officials and CAC members.

For your convenience, the Department has prepared a "Practical Guide to Cable Television License Renewal" that is available at www.mass.gov/dtc. The Department is also available to advise you regarding your duties and rights during the renewal process. While we cannot assist you with substantive negotiations, we would be happy to meet with you and/or your CAC to discuss procedural requirements.

If you would like to schedule a meeting or if you have any questions regarding the renewal process, please contact the Department at 617-305-3580 or dtc.efiling@mass.gov.

Sincerely,

Shonda D. Green
Department Secretary

36 month

verizon

**111 Main Street**
**6th Floor**
**White Plains, NY 10601**

**Pamela N. Goldstein**
**Associate General Counsel**
**(917) 846-8905**
**pamela.goldstein@verizon.com**

*By U.S. Postal Service Certified Mail*

November 1, 2024

Town of Needham
Town Hall
1471 Highland Avenue
Needham, MA 02492
Attention: Select Board

**Re: *Franchise Renewal Notice Requesting Commencement of Formal Renewal Proceedings under Section 626 of the Communications Act***

Dear Select Board:

Verizon New England Inc. ("Verizon") appreciates the opportunity to provide competitive cable service in the Town of Needham (the "Town"). Our records indicate that the cable television renewal license granted by the Town and held by Verizon expires on August 14, 2027. Section 626 of the Communications Act of 1934, as amended, delineates formal procedures to be followed to renew cable television licenses that must be invoked 30 – 36 months prior to license expiration or certain protections may be lost. As we are now in that time frame, by way of this letter Verizon gives notice that it seeks renewal of its cable television renewal license and respectfully requests that the Town commence renewal proceedings pursuant to Section 626(a).

While Verizon seeks to preserve its rights under the formal renewal process, the Communications Act also authorizes franchise renewal through good faith, informal negotiations. Section 626(h) contemplates an alternative renewal process that also affords public notice and opportunity for comment but does not require strict adherence to the substantive and procedural requirements outlined in the statute. I have enclosed a copy of Section 626 of the Communications Act for your review. The informal approach may be mutually beneficial. With the understanding that proceeding in this manner will not waive any of the rights of the parties under the formal process, Verizon is agreeable to discussing the terms of a renewal agreement with the Town on an informal basis at a mutually convenient time.

Verizon is proud to serve the residents of Needham. We will contact you shortly to schedule a meeting to determine how best to proceed. We look forward to meeting with you and working with you on the license renewal.

Yours sincerely,

Pamela N. Goldstein

Enclosure: Communications Act Section 626 (47 U.S.C. § 546)
cc: Town Counsel

**§546. Renewal**

**(a) Commencement of proceedings; public notice and participation**

(1) A franchising authority may, on its own initiative during the 6-month period which begins with the 36th month before the franchise expiration, commence a proceeding which affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term. If the cable operator submits, during such 6-month period, a written renewal notice requesting the commencement of such a proceeding, the franchising authority shall commence such a proceeding not later than 6 months after the date such notice is submitted

(2) The cable operator may not invoke the renewal procedures set forth in subsections (b) through (g) of this section unless—

(A) such a proceeding is requested by the cable operator by timely submission of such notice; or

(B) such a proceeding is commenced by the franchising authority on its own initiative.

**(b) Submission of renewal proposals; contents; time**

(1) Upon completion of a proceeding under subsection (a) of this section, a cable operator seeking renewal of a franchise may, on its own initiative or at the request of a franchising authority, submit a proposal for renewal

(2) Subject to section 544 of this title, any such proposal shall contain such material as the franchising authority may require, including proposals for an upgrade of the cable system.

(3) The franchising authority may establish a date by which such proposal shall be submitted

**(c) Notice of proposal; renewal; preliminary assessment of nonrenewal; administrative review; issues; notice and opportunity for hearing; transcript; written decision**

(1) Upon submittal by a cable operator of a proposal to the franchising authority for the renewal of a franchise pursuant to subsection (b) of this section, the franchising authority shall provide prompt public notice of such proposal and, during the 4-month period which begins on the date of the submission of the cable operator's proposal pursuant to subsection (b) of this section renew the franchise or, issue a preliminary assessment that the franchise should not be renewed and at the request of the operator or on its own initiative, commence an administrative proceeding, after providing prompt public notice of such proceeding, in accordance with paragraph (2) to consider whether—

(A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law,

(B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;

(C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and

(D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests

(2) In any proceeding under paragraph (1), the cable operator shall be afforded adequate notice and the cable operator and the franchise authority, or its designee, shall be afforded fair opportunity for full participation, including the right to introduce evidence (including evidence related to issues raised in the proceeding under subsection (a) of this section), to require the production of evidence, and to question witnesses. A transcript shall be made of any such proceeding.

(3) At the completion of a proceeding under this subsection, the franchising authority shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and transmit a copy of such decision to the cable operator. Such decision shall state the reasons therefor

**(d) Basis for denial**

Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) of this section shall be based on one or more adverse findings made with respect to the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section, pursuant to the record of the proceeding under subsection (c) of this section. A franchising authority may not base a denial of renewal on a failure to substantially comply with the material terms of the franchise under subsection (c)(1)(A) of this section or on events considered under subsection (c)(1)(B) of this section in any case in which a violation of the franchise or the events considered under subsection (c)(1)(B) of this section occur after the effective date of this subchapter unless the franchising authority has provided the operator with notice and the opportunity to cure, or in any case in which it is documented that the franchising authority has waived its right to object, or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice.

**(e) Judicial review; grounds for relief**

(1) Any cable operator whose proposal for renewal has been denied by a final decision of a franchising authority made pursuant to this section, or has been adversely affected by a failure of the franchising authority to act in accordance with the procedural requirements of this section, may appeal such final decision or failure pursuant to the provisions of section 555 of this title.

(2) The court shall grant appropriate relief if the court finds that—

(A) any action of the franchising authority, other than harmless error, is not in compliance with the procedural requirements of this section; or

(B) in the event of a final decision of the franchising authority denying the renewal proposal, the operator has demonstrated that the adverse finding of the franchising authority with respect to each of the factors described in subparagraphs (A) through (D) of subsection (c)(1) of this section on which the denial is based is not supported by a preponderance of the evidence, based on the record of the proceeding conducted under subsection (c) of this section

**(f) Finality of administrative decision**

Any decision of a franchising authority on a proposal for renewal shall not be considered final unless all administrative review by the State has occurred or the opportunity therefor has lapsed.

**(g) "Franchise expiration" defined**

For purposes of this section, the term "franchise expiration" means the date of the expiration of the term of the franchise, as provided under the franchise, as it was in effect on October 30, 1984.

**(h) Alternative renewal procedures**

Notwithstanding the provisions of subsections (a) through (g) of this section, a cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this section have commenced). The provisions of subsections (a) through (g) of this section shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with subsections (a) through (g) of this section.

**(i) Effect of renewal procedures upon action to revoke franchise for cause**

Notwithstanding the provisions of subsections (a) through (h) of this section, any lawful action to revoke a cable operator's franchise for cause shall not be negated by the subsequent initiation of renewal proceedings by the cable operator under this section.

(June 19, 1934, ch. 652, title VI, § 626, as added Pub. L. 98–549, § 2, Oct. 30, 1984, 98 Stat. 2791; amended Pub. L. 102–385, § 18, Oct. 5, 1992, 106 Stat. 1493.)

REFERENCES IN TEXT

For "the effective date of this subchapter", referred to in subsec. (d), as 60 days after Oct. 30, 1984, except where otherwise expressly provided, see section 9(a) of Pub. L. 98–549, set out as an Effective Date note under section 521 of this title.

AMENDMENTS

1992—Subsec. (a). Pub. L. 102–385, § 18(a), amended subsec. (a) generally. Prior to amendment, subsec. (a) read as follows: "During the 6-month period which begins with the 36th month before the franchise expiration, the franchising authority may, on its own initiative, and shall, at the request of the cable operator, commence proceedings which afford the public in the franchise area appropriate notice and participation for the purpose of

"(1) identifying the future cable-related community needs and interests, and

"(2) reviewing the performance of the cable operator under the franchise during the then current franchise term."

Subsec. (c)(1). Pub. L. 102–385, § 18(b), inserted "pursuant to subsection (b) of this section" after "renewal of a franchise" and substituted "date of the submission of the cable operator's proposal pursuant to subsection (b) of this section" for "completion of any proceedings under subsection (a) of this section".

Subsec. (c)(1)(B). Pub. L. 102–385, § 18(c), substituted "mix or quality" for "mix, quality, or level".

Subsec. (d). Pub. L. 102–385, § 18(d), inserted "that has been submitted in compliance with subsection (b) of this section" after "Any denial of a proposal for renewal" and substituted "or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice" for "or has effectively acquiesced".

Subsec. (e)(2)(A). Pub. L. 102–385, § 18(e), inserted ", other than harmless error," after "franchising authority".

Subsec. (i). Pub. L. 102–385, § 18(f), added subsec. (i).

EFFECTIVE DATE OF 1992 AMENDMENT

Amendment by Pub. L. 102–385 effective 60 days after Oct. 5, 1992, see section 28 of Pub. L. 102–385, set out as a note under section 325 of this title.

EFFECTIVE DATE

Section effective 60 days after Oct. 30, 1984, except where otherwise expressly provided, see section 9(a) of Pub. L. 98–549, set out as a note under section 521 of this title.

# LEGAL NOTICE

# Town of Needham

## TOWN OF NEEDHAM CABLE TELEVISION LICENSE RENEWAL PROCEEDING

The Town of Needham Select Board, as cable television licensing authority under MGL 166A, s. 1, will hold a public cable license renewal hearing on February 11, 2025, 6:00 p.m. at Needham Town Hall, 1471 Highland Avenue, Needham as part of the Town's Verizon New England, Inc. cable television license renewal process. The purpose of the proceeding is to allow the public and interested persons an opportunity to comment on Town renewal needs and the past performance of Verizon. Copies of renewal documents and records, if any exist prior to the hearing, will be available for public inspection and copying via the Office of the Town Manager. Interested persons may also attend and participate remotely at: Link: https://needham-k12-ma.us.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09

Webinar ID: 826 0101 3229 Passcode: 652800

One tap mobile: +16469313860,,82601013229#,,,,*652800#

By order of the Select Board as License Issuing Authority.

*2x4 Town of Needham - Verizon License Hearing 1-23-25* *1-23-25 & 1-30-25 HTW*

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

**MEETING DATE: 2/11/2025**

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| **Agenda Item** | Public Hearing: Eversource Grant of Location – Windsor Road |
| **Presenter(s)** | Joanne Callender, Eversource Representative |

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

Eversource Energy requests permission to install approximately 46 feet of conduit in Windsor Road. The reason for this work is to provide service to #111 Windsor Road.

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

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| **2.** | **VOTE REQUIRED BY SELECT BOARD** |

Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 46 feet of conduit in Windsor Road.

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| **3.** | **BACK UP INFORMATION ATTACHED** |

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

# TOWN OF NEEDHAM
# PUBLIC WORKS DEPARTMENT

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

TO: Myles Tucker, Select Board Office
FROM: DPW Office
DATE:
RE:

For Select Board Meeting of

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

## GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 1-27-25 REVIEWER: R.g)g).

SITE LOCATION: #111 WINDSOR RD. UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only Peer Review _____

(B) Work Within Paved Road Perpendicular Crossing Peer Review tar 1/30/25

C Work Within a Plaza Area/Landscaped Island/Parallel Along Roadway
Peer Review _____ Div. Head Review _____

D Other Peer Review _____ Div. Head Review _____

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

Department Head _____

COMMENTS:

THIS ONE LOOKS GOOD, NO TRENCHING, NO RISER ON POLE AS OF YET. The application is complete pending a public hearing -tar 1/30/25

EVERSOURCE ENERGY

180 Calvary Street
Waltham, Ma 02453

January 23, 2025

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Windsor Road
Needham, MA
W.O.# 19452768

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 46 feet of conduit in Windsor Road.

The reason for this work is to provide service to #111 Windsor Road.

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

Very truly yours,

Richard M. Schifone

Richard M. Schifone
Rights and Permits, Supervisor

RMS/HC
Attachments

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES**
**Town of NEEDHAM**

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

**Windsor Road -** **Westerly from pole 418/11, at the intersection of Windsor Road and Stratford Road, install approximately 46 feet of conduit.**

**W.O.# 19452768**

All construction work under this Order shall be in accordance with the following conditions:
1. Conduits and manholes shall be located as shown on the plan made by **K. Rice, dated December 11, 2024** on the file with said petition.
2. Said company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

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

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2025 at _____ in said Town.

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

**CERTIFICATE**

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **NEEDHAM,** Masssachusetts, duly adopted on the _____ day of _____, 2025 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **K. Rice, dated December 11, 2024,** and filed herewith, under the following public way or ways of said Town:

**Windsor Road -** **Westerly from pole 418/11, at the intersection of Windsor Road and Stratford Road, install approximately 46 feet of conduit.**

**W.O.# 19452768**

**NSTAR ELECTRIC COMPANY**
**dba EVERSOURCE ENERGY**

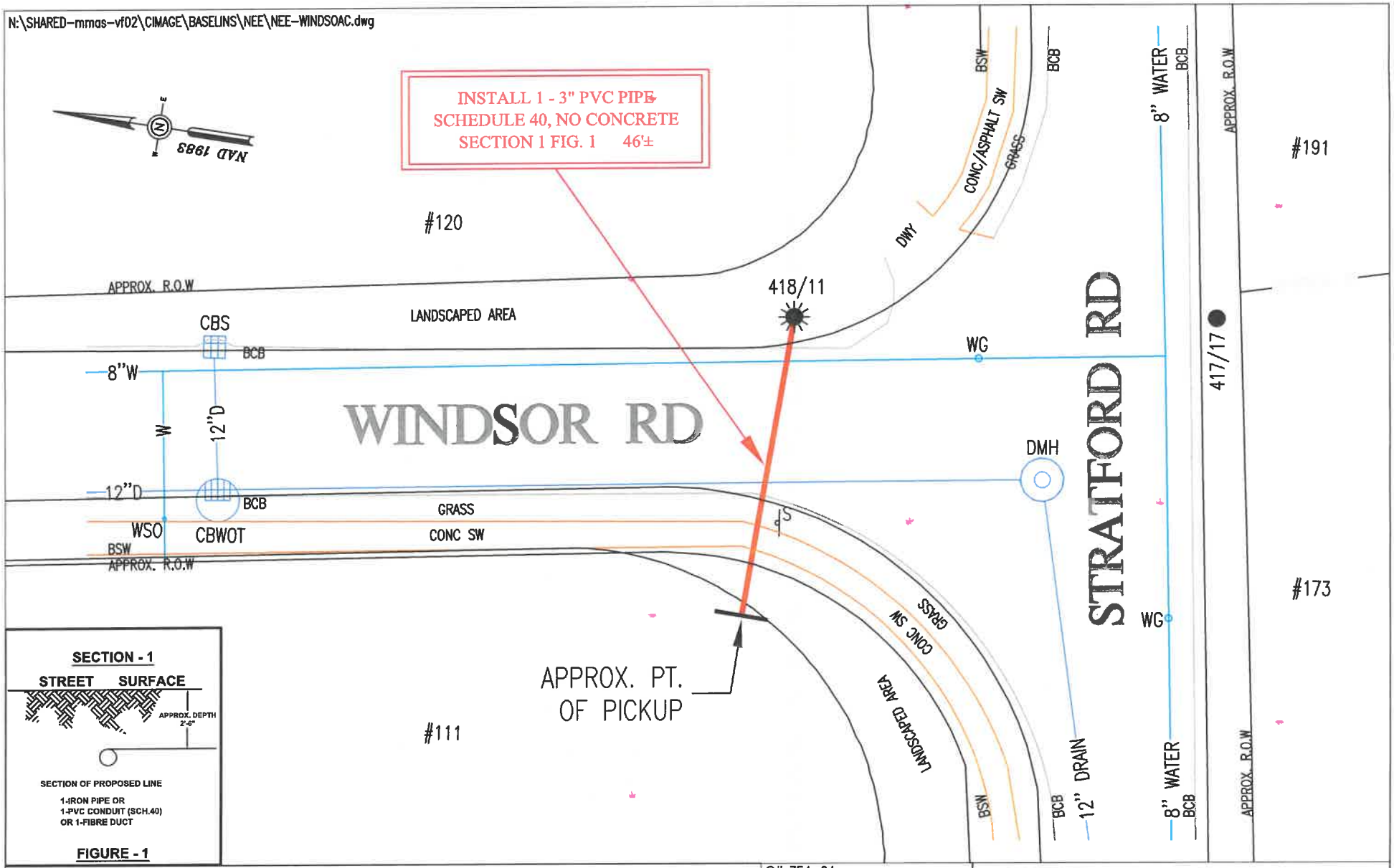
By: *Richard M. Schifone*
Richard M. Schifone, Supervisor
Rights & Permits

**Dated this 23rd day of January 2025**

Town of **NEEDHAM** Massachusetts

Received and filed _____2025

_____

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**MASS. LAW**

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

| | |
|---|---|
| C# 354-24 | NSTAR ELECTRIC d/b/a EVERSOURCE |
| Ward # | 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125 |
| Work Order # 19452768 | *Plan of* WINDSOR RD |
| Surveyed by: SJ/VT | NEEDHAM |
| Research by: GR | Showing PROPOSED CONDUIT LOCATION |
| Plotted by: LM | |
| Proposed Structures: LM | |
| Approved: K RICE | Scale 1"=20' Date DECEMBER 11, 2024 |
| P# | SHEET 1 of 1 |

# TOWN OF NEEDHAM, MASSACHUSETTS

## Building Inspection Department

Assessor's Map & Parcel No. 211 LOT 32

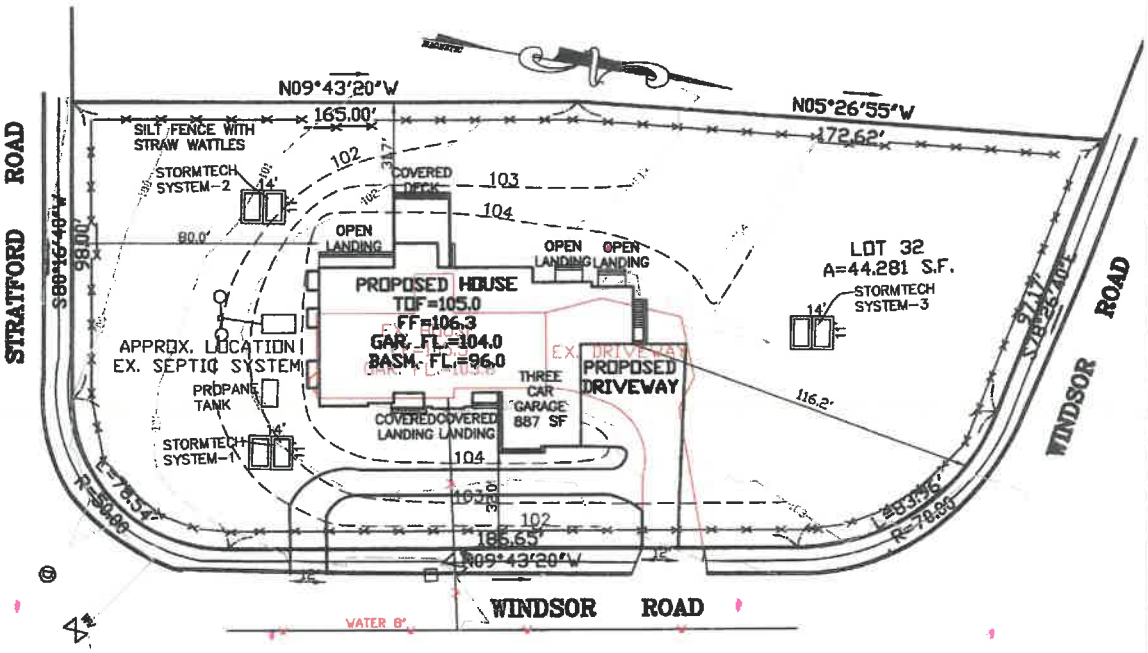
Building Permit No. _____ Zoning District SRA

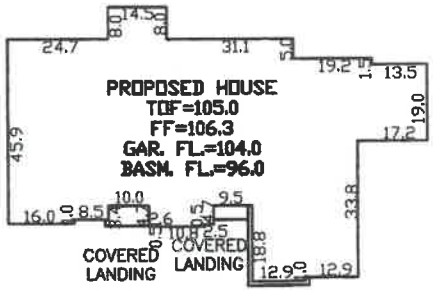
Lot Area 44,281 S.F. Address 111 WINDSOR ROAD

Owner GS WINDSOR 111 LLC Builder VLAD WILKOMIR

DEMO/PROPOSED PLOT PLAN/FOUNDATION ASBUILT/FINAL ASBUILT

40' Scale



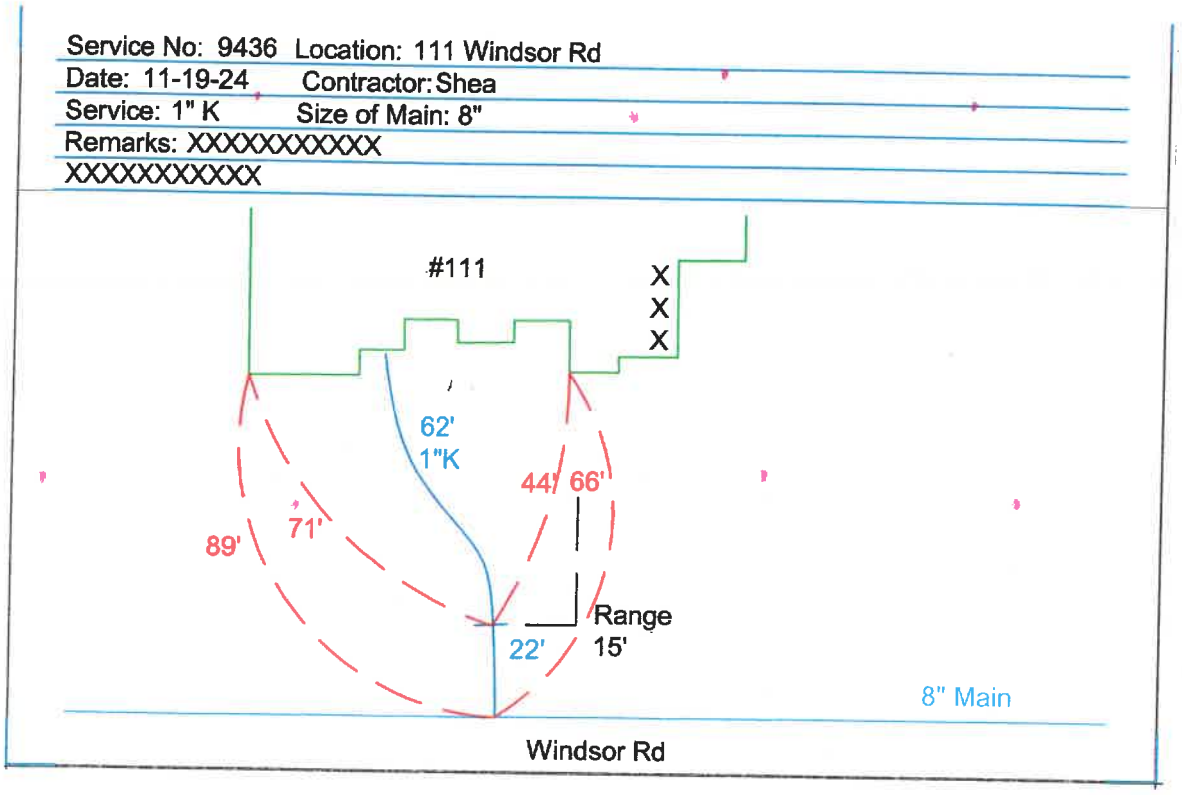

LOT COVERAGE=10.3%
HEIGHT OF PROPOSED DWELLING 33.1' FROM EXISTING AVERAGE GRADE TO THE RIDGE OF ROOF
HEIGHT OF PROPOSED DWELLING 32.0' FROM PROPOSED AVERAGE GRADE TO THE RIDGE OF ROOF

8/5/24

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

I hereby certify that the information provided on this plan is accurately shown and correct as indicated.
The above is subscribed to and executed by me this 3 day of AUGUST 2024.
Name A. MATTHEW BELSKI, JR. Registered Land Surveyor No. 37557
Address 35 MAPLE ST. City W. NEWBURY State MA Zip _____ Tel. No. (978) 363-8130
Approved _____ Director of Public Works Date _____
Approved _____ Building Inspector Date _____

Service No: 9436 Location: 111 Windsor Rd
Date: 11-19-24 Contractor: Shea
Service: 1" K Size of Main: 8"
Remarks: XXXXXXXXXXX
XXXXXXXXXXX



W STRATFORD RD.

W

W

D

D

D

D

PROPOSED 3" CONDUIT LOCATION

POLE #18/11

#163

#123

#111

PROP. #111

WINDSOR RD.

M

STRATFORD RD

.0h=

N

# NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:15 p.m. on Tuesday, February 11, 2025, in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492 and via Zoom** upon petition of Eversource Energy dated January 23, 2025, to install approximately forty-six feet of conduit in Windsor Road. The reason for this work is to provide service to 111 Windsor Road.

A public hearing is required, and abutters are hereby notified.

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

Kevin Keane
Heidi Frail
Catherine Dowd
Marianne Cooley
Joshua Levy

SELECT BOARD

You are invited to a Zoom webinar:
https://needham-k12-ma-us.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09
Passcode: 652800
Webinar ID: 826 0101 3229

Dated: February 3, 2025

# *111 WINDSOR ROAD*

| PARCEL ID | OWNER NAME 1 | OWNER NAME 2 | MAILING ADDRESS | CITY | ST | ZIP |
|---|---|---|---|---|---|---|
| 199/211.0-0027-0000.0 | NICKEL, MARK R. & RICKI L. TRS | NICKEL 2016 FAMILY TRUST | 191 STRATFORD RD | NEEDHAM | MA | 02492- |
| 199/211.0-0025-0000.0 | PETERSON-EACOTT, ERIK D. & | PETERSON-EACOTT, JENNIFER L | 157 STRATFORD RD | NEEDHAM | MA | 02492- |
| 199/211.0-0026-0000.0 | 173 STRATFORD LLC | | 173 STRATFORD RD | NEEDHAM | MA | 02492- |
| 199/211.0-0039-0000.0 | ALDRICH, WILLIAM E. TR. & | ALDRICH, MARIE L. TR | 189 WELLS AVE, SUITE 201-A | NEWTON | MA | 02459- |
| 199/211.0-0050-0000.0 | MONAHAN, THOMAS F. TR. | MONAHAN, ELAINE K. | 85 WINDSOR RD | NEEDHAM | MA | 02492- |
| 199/211.0-0051-0000.0 | OHEARN, CHARLES TR. & | SOHN, JOONA TR. | 86 WINDSOR RD | NEEDHAM | MA | 02492- |
| 199/211.0-0040-0000.0 | TORMEY, TIMOTHY B. & DIANE R. TRS | STRATFORD ROAD 160 REALTY TRUST | 160 STRATFORD RD | NEEDHAM | MA | 02492- |
| 199/211.0-0036-0000.0 | ZAVAL, EDWARD R. + | ZAVAL, JANET K | 120 WINDSOR RD | NEEDHAM | MA | 02492- |
| 199/211.0-0037-0000.0 | TEETER, JOSHUA V. & | TEETER, LISA D | 106 WINDSOR RD | NEEDHAM | MA | 02492- |
| 199/211.0-0038-0000.0 | WILK, JARED C. & | WILK, ABIGAIL L | 100 WINDSOR RD | NEEDHAM | MA | 02492- |

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

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

**MEETING DATE: 2/11/2025**

| | |
|---|---|
| **Agenda Item** | Public Hearing: Application for a New All-Alcohol License – North Hill Needham, Inc. d/b/a North Hill (continued from 1/28/2025) |
| **Presenter(s)** | Thomas Miller, Esq., McDermott, Quilty, Miller & Hanley LLP – Applicant Counsel<br>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.

There are currently 14 All Alcohol On-Premises licenses available.

| **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.

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

| 3. | **BACK UP INFORMATION ATTACHED** |
|---|---|

a) Receipt of Filing Payment to ABCC
b) ABCC Payment Monetary Transmittal Form
c) New Retail Application
d) Manager Application
e) Vote of the Entity
f) Business Structure Document
g) Legal Right to Occupy
h) Floor Plan
i) Abutters Notice
j) Abutters List
k) 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
- ☐ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/ Directors/LLC Managers
- ☐ Change of Location
- ☐ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Other _____
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement
- ☐ Change of Hours
- ☐ Change of DBA

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

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

Your Information | Payment | Receipt

# Payment Confirmation

## YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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

**Transaction Processed Successfully.**
**INVOICE #: 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:**
Thomas

**Last Name:**
Miller

**Address:**
183 Bailey Street

**City:**
Canton

**State:**
MA

**Zip Code:**
02021

[redacted]

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

**APPLICATION FOR A NEW LICENSE**

Municipality: Needham

## 1. LICENSE CLASSIFICATION INFORMATION

| ON/OFF-PREMISES | TYPE | CATEGORY | CLASS |
|---|---|---|---|
| On-Premises-12 | §12 Continuing Care Retirement Community | All Alcoholic Beverages | Annual |

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

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: [redacted] Email: [redacted]

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: [redacted]

Title: Attorney Email: [redacted]

## 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** | [redacted] | [redacted] | [redacted] |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| President, CEO | N/A | ◉ Yes ○ No | ◉ Yes ○ No | ◉ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| **Patricia Ann Paulin** | [redacted] | [redacted] | [redacted] |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| Treasurer | N/A | ◉ Yes ○ No | ◉ Yes ○ No | ◉ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| **Michelle Lee Houlihan** | [redacted] | [redacted] | [redacted] |

| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---|---|---|---|---|
| Clerk | N/A | ◉ Yes ○ No | ◉ Yes ○ No | ◉ Yes ○ No |

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

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

| Name of Principal | Residential Address | SSN | DOB |
|---|---|---|---|
| | | | |

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

Additional pages attached? ○ Yes ◉ No

CRIMINAL HISTORY

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

## 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | Municipality |
|---|---|---|---|
| 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 6Aor 6B ever been suspended, revoked or cancelled?
Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

## 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 purcahase 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 (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager

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: Briana Tucker  Date of Birth: [redacted]  SSN: [redacted]

Residential Address: [redacted]

Email: [redacted]  Phone: [redacted]

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

### B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

| Date | Municipality | Charge | Disposition |
|---|---|---|---|
| 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: 09/30/2024

# 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 (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 9/19/2024 (Date of Meeting)

For the following transactions (Check all that apply):

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

"VOTED: To authorize 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

Examiner

Name Approved

## 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.

C ☐
P ☐
M/C ☐
B.A. ☐
M ☐
R.A. ☐

**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

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

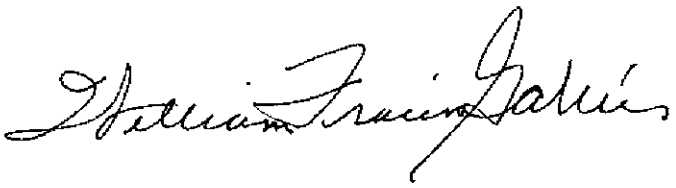
Name:
Title: President

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



WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

281807-1-0

Examiner

FORM CD 180 Rev. 3-79-15M-3-79-150810

# The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY
*Secretary of State*
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

79369

## ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)
Incorporators

| 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<br>Needham, Massachusetts 02192 |

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

Name Approved

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.

☐
☑
I ☐
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, whereever 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 ~~directors~~ Trustees and following officers of the corporation are as follows:

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

William H. Glasgow .....

.....

20431

RECEIVED

JUL 31 1979

SECRETARY OF STATE
CORPORATION DIVISION

# THE COMMONWEALTH OF MASSACHUSETTS

## 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 31st day of August 1979

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

OK
ek

Filing Fee $30.00

Copy Mailed 8-17-79

**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, Country: NEEDHAM, MA 02492 USA

**The name and address of the Resident Agent:**

Name:

Address:

City or town, State, Zip code, Country: MA

**The Officers and Directors of the Corporation:**

| Title | Individual Name | Address | Term expires |
|---|---|---|---|
| PRESIDENT | JOSEPH FRIAS | [redacted] | 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: North Hill Needham, Inc.

## Application Contact

Name: Thomas P. Miller, Esquire

Phone: [redacted]

Email: [redacted]

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@mqmllp.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, Country: NEEDHAM, MA 02492 USA

**The name and address of the Resident Agent:**

Name:

Address:

City or town, State, Zip code, Country: MA

**The Officers and Directors of the Corporation:**

| Title | Individual Name | Address | Term expires |
|---|---|---|---|
| PRESIDENT | JOSEPH FRIAS | [redacted] | NA |
| TREASURER | PATRICIA PAULIN | | NA |
| SECRETARY | MICHELLE HOULIHAN | | NA |
| CEO | JOSEPH FRIAS | | NA |

| | | | |
|---|---|---|---|
| VICE-CHAIRMAN | NANCY HOFFMANN | [redacted] | 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 |
| DIRECTOR | TINA VASCONCELLES | | 2025 |
| DIRECTOR | HOWARD RUBIN | | 2024 |
| DIRECTOR | SARAH CREED | | 2025 |
| DIRECTOR | WALTER ARMSTRONG | | 2026 |

| | | | |
|---|---|---|---|
| DIRECTOR | AMY REICH WEIL | [redacted] | 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,

Janice Ericson

Janice Ericson
Secretary to James W. Nagle

Enclosures

DOCSB\597628.1

#1

LEASE

RE 215
V
10/12/78

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 (hereininafter 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

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:

RE 215
VI
10/27/78

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, 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: [redacted]

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

1.3 Table of Articles and Sections


| | |
|---|---|
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| | |
|---|---|
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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

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 Commencment 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 workmanlike 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

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, artchitects 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 distruction; 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 correspondant 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

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, inabilities 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

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. Sorenson

TENANT: LIVING CARE SERVICES CORPORATION

By Fred W. Hintz
Pres.

RE 215
vI
10/27/78

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 - Ridgecrest 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) MINESOTA, 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

(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

RE 215
VI
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# 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.

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.

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# 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.

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# 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 institional 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 Sorenson

LIVING CARE SERVICES CORPORATION

By: Stan G. 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: _____

LIVING CARE SERVICES CORPORATION

By: _____

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

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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.

NOWTHEREFORE, for consideration of One ($1.00) Dollar, the receipt and sufficiency which is hereby acknowledged, and in further consideration of the mutual covenents 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 _____

Living Care Villages
of Massachusetts, Inc.

by _____

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: _____

TENANT: LIVING CARE VILLAGES OF MASSACHUSETTS, INC.

By: _____

T027/Z
4/21/83

TOWN OF NEEDHAM

CONSERVATION COMMISSION

TOWN HALL

NEEDHAM, MASSACHUSETTS 02192

# WETLANDS PROTECTION ACT

FILE NO: 234-69

PROJECT LOCATION:

Babson College
East Militia Road/Forest St.
Needham, Massachusetts

TO: BABSON COLLEGE
(the "Proponent")

RE: NOTICE OF INTENT
dated January 7, 1983

Receipt by Commission:
, 1983

DATE OF PUBLIC HEARING: January 17, 1983 at Stephen Palmer Center
February 14, 1983 at 8:00 p.m.
March 16, 1983

PLANS: North Hill - Needham, Massachusetts, Coffin & Richardson, Inc., Consulting Engineers, Boston, MA., labelled SDC1 - SDC 10; "February 11, 1983 Preliminary - for discussion only"; and modified by deletion of SDC-2 and submission of revised SDC-1, SDC-9 and SDC-10" dated March 7, 23 and 23, 1983, respectively.

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 12(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: April 7, 1983

Robert C. Davis

Kay Weaver

Elizabeth B. Anderson

John W. Heffernan

Henry S. Ostrowsky

Lia M. Cox

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 Conversation Commission.

Michael A. Flamm
Notary Public

My Commission Expires: 7/22/87

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

W-0693I/

# 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: _____
President

Tenant: Living Care Villages of Massachusetts, Inc.

By: _____
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 Jarvis Farley
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

Notary Public

My Commission expires:

My Commission Expires October 29, 1987

COMMONWEALTH OF MASSACHUSETTS

Norfolk ss. , 1984

Then personally appeared the above-named Jarvis Farley, 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

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.

By: James Hanley

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.

Notary Public
My commission expires: Sept 30, 1983

COMMONWEALTH OF MASSACHUSETTS

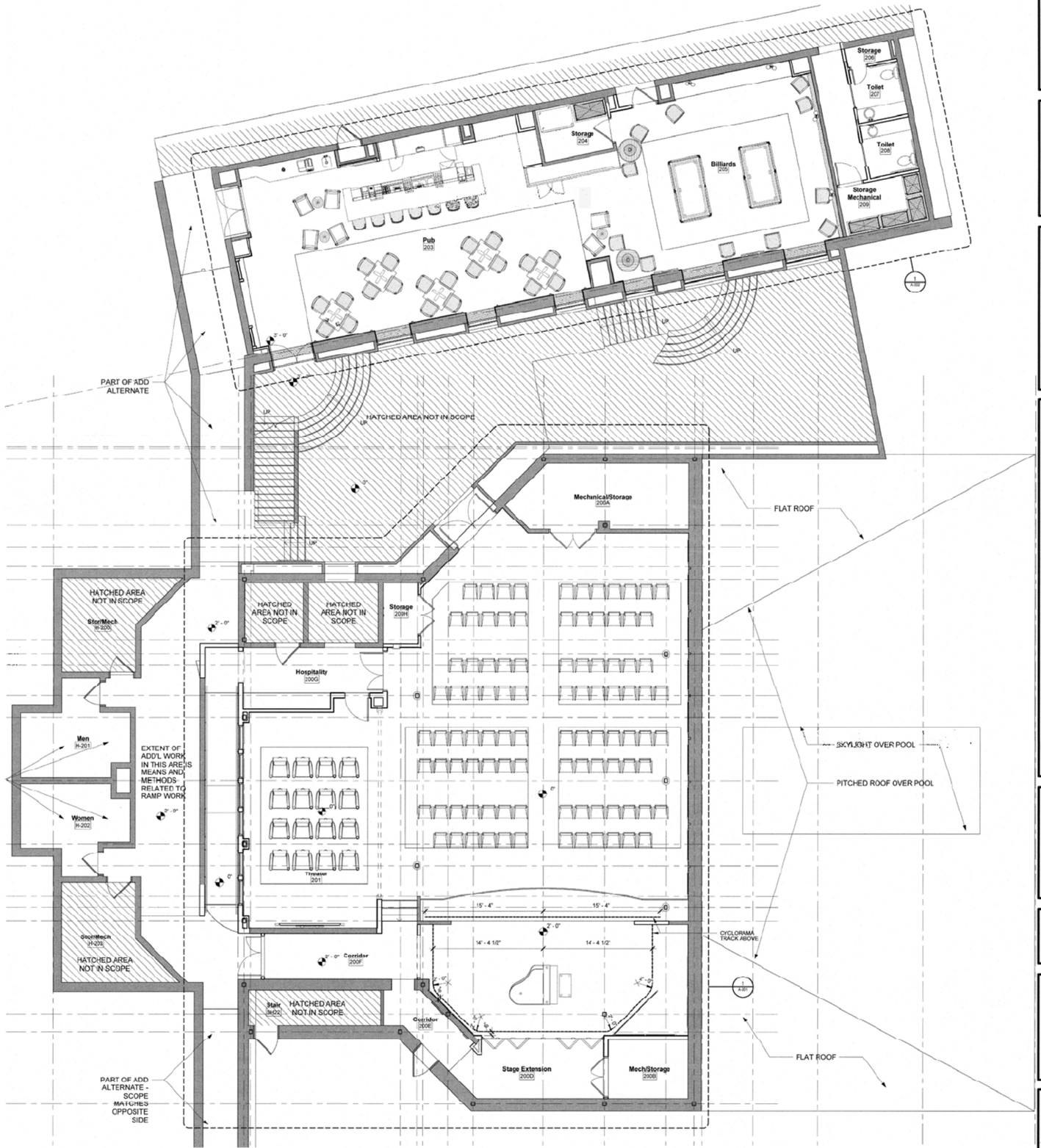
Norfolk ss. December 23, 1980

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

William H. Gorham

Notary Public
My commission expires: June 30, 1983

# Floor Plan




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


No. 0613
NEWBURYPORT
MASS.

EGA
ARCHITECTS
EGA ARCHITECTS, P.C.
One Vernon Street
Newburyport, MA 01950
Phone 978-462-0415
Fax: 978-462-5525


CIVIL ENGINEER:
NA
STRUCTURAL ENGINEER:
Wailes Engineering
MEP ENGINEER:
BLW Engineers
INTERIOR DESIGNER:
WDC 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

CHEN
112

1BC
H-501

1BC
H-508

GYP. BD. W/ SURFACE-MTD. ACT. EXISTING CEILING TO REMAIN

GYP. BD. C

GYP. BD. C
10'-0"

FINE DINING
500

BARREL VAULT
SKYLIGHTS

GYP. BD. C
7'-1"

GYP. BD. C
10'-0"

GYP. BD. W/ SURFACE-MTD. ACT.
7'-1"

COVE LIGHTING

GYP. BD. W/ SURFACE-MTD. ACT.
501

CASUAL DINING

GYP. BD. C
10'-0"

7'-1"

8'-0"

8'-0"

7'-1"

7'-1"

8'-3"

PRIVATE DINING
502

LOC

DOT

COVE LIGHTING

MEN
H-505

WOMEN
H-506

**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=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09

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

Licensing Authority
Select Board

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

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, WILLAIM 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-

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

EV-ELMVIEW 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=OE82V1MxQnJUZHVXZjFNbWJXRFJoQT09

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:2/11/2025**

| | |
|---|---|
| **Agenda Item** | DPW Phase I – Schematic Design Update |
| **Presenter(s)** | Hank Haff, Director Building Design & Construction Dept.<br>Ken Sargent, Sr. Project Manager, BDCD<br>Carys Lustig, Director, Public Works<br>Shane Mark, Assistant Director, Public Works<br>Tyler Cofelice, PE, Weston & Sampson Engineers<br>Mike Richard, PE, Weston & Sampson Engineers |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |
| Town staff and representatives from Weston & Sampson will provide an update on the addition to the Jack Cogswell Building at the RTS to house the DPW Fleet Maintenance Division. | |
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |
| N/A – Discussion Only | |
| **3.** | **BACK UP INFORMATION ATTACHED** |
| a. Presentation Slides | |

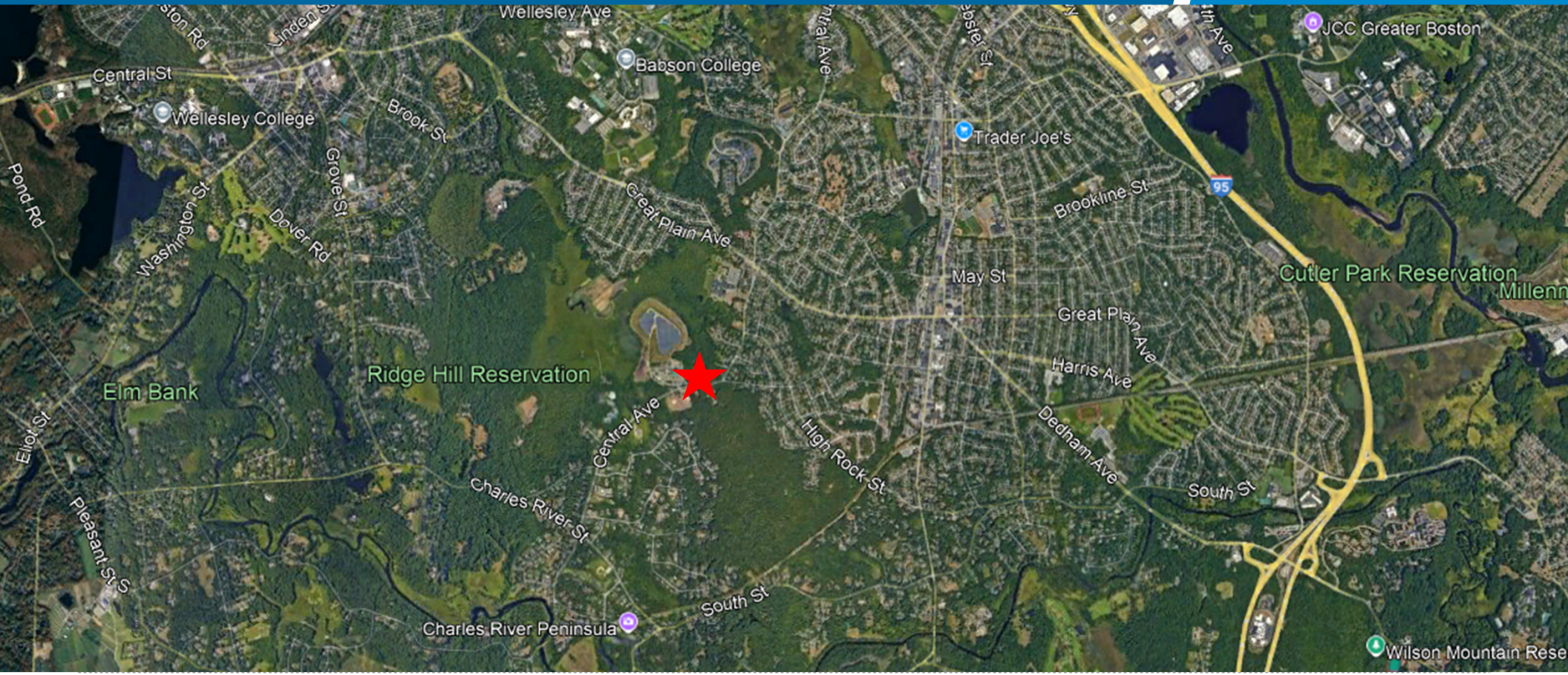
# NEEDHAM – DPW COMPLEX
# PHASE I – FLEET MAINTENANCE

SELECT BOARD HEARING

February 11, 2025

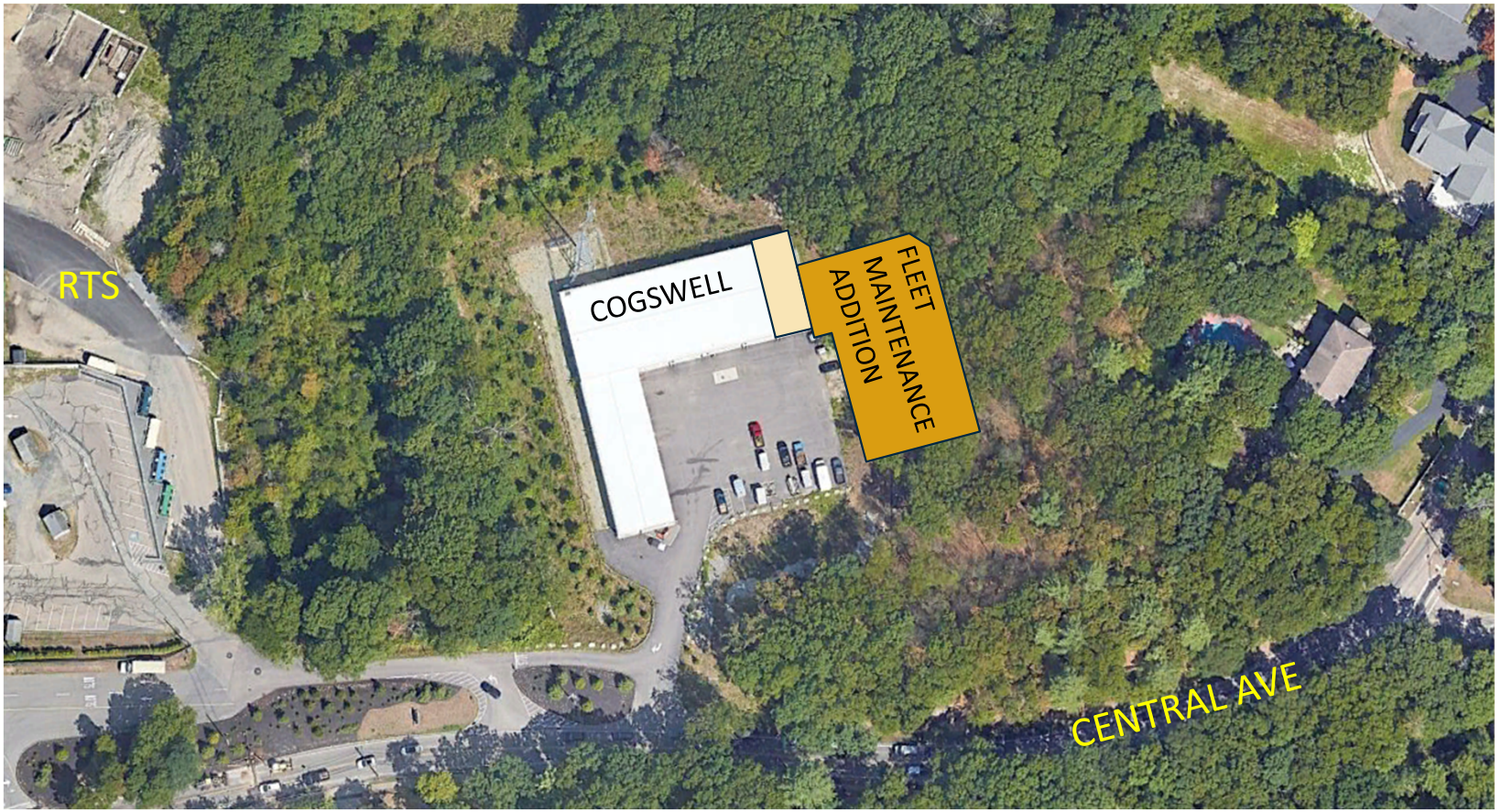
# Needham – DPW Complex Phase I

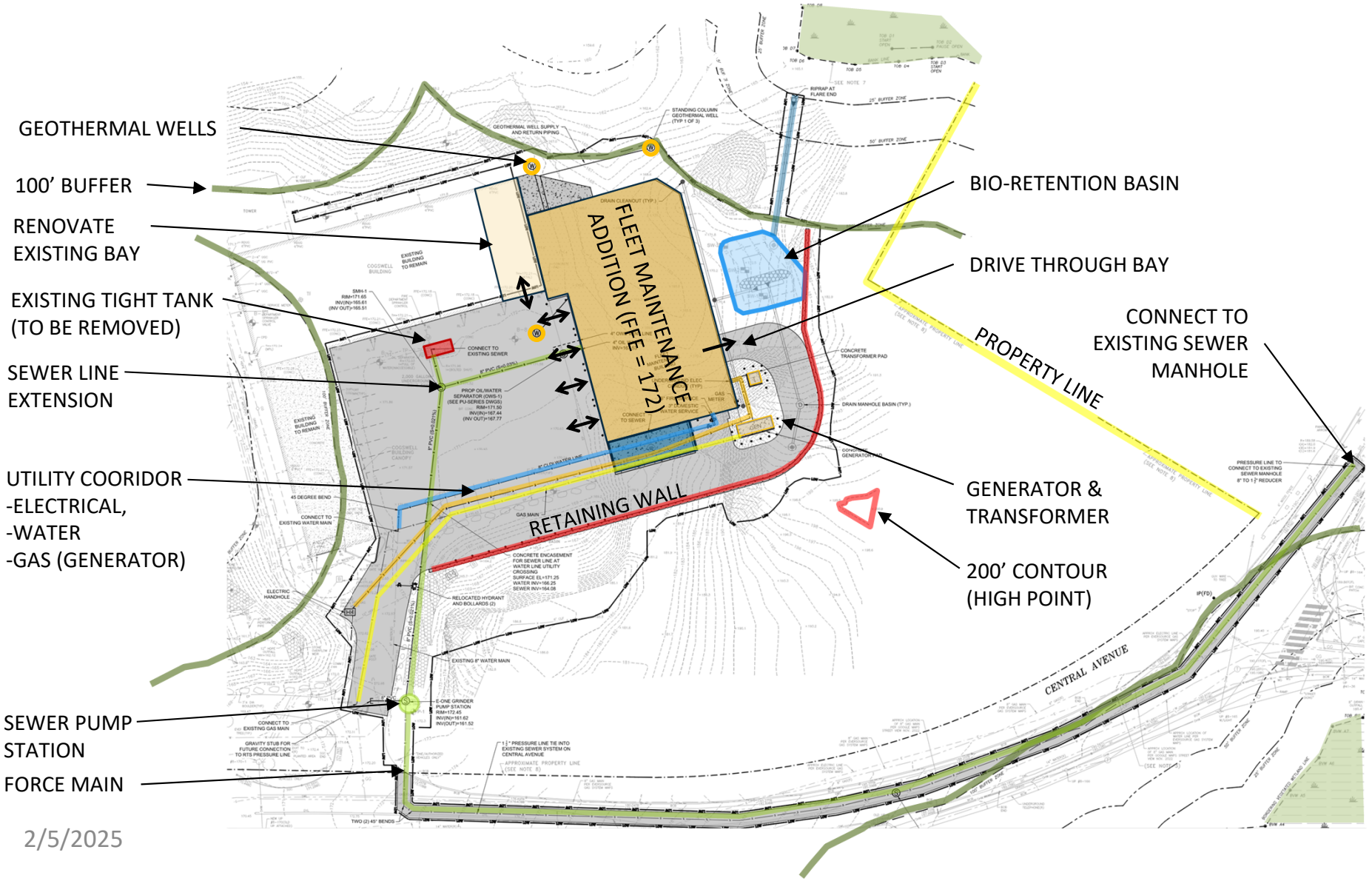
## Fleet Maintenance



# Needham – DPW Complex Phase I

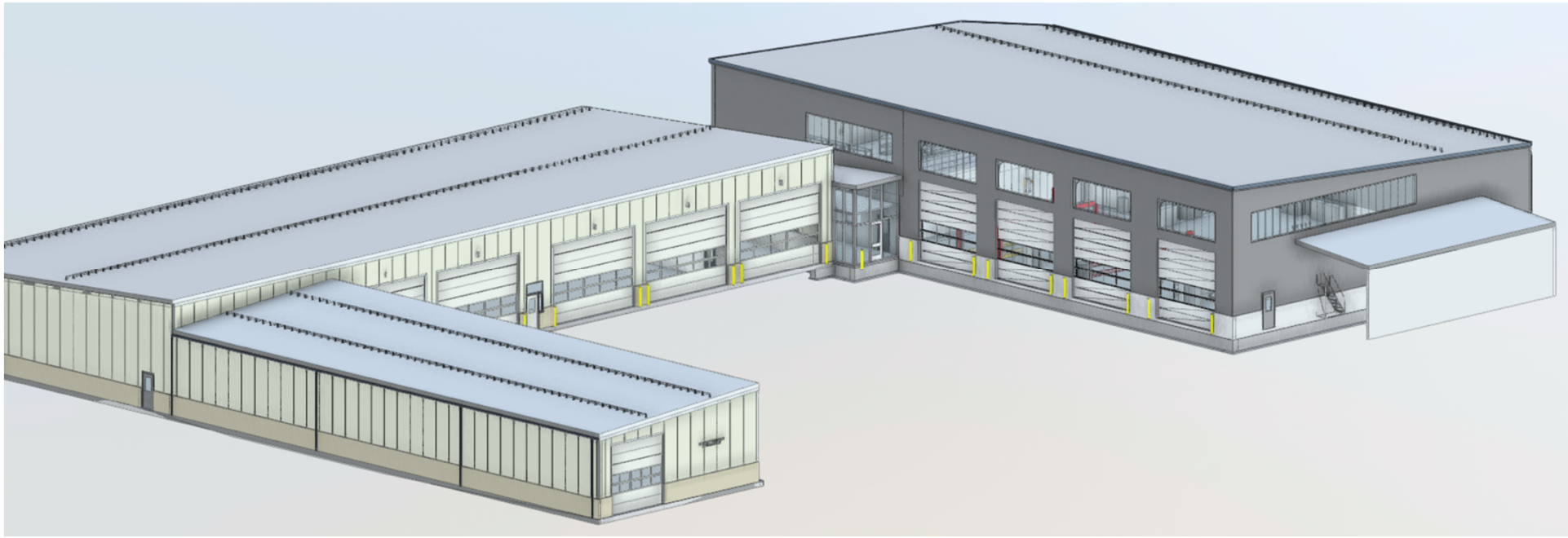
## Fleet Maintenance




GEOTHERMAL WELLS
100’ BUFFER
RENOVATE EXISTING BAY
EXISTING TIGHT TANK (TO BE REMOVED)
SEWER LINE EXTENSION
UTILITY COORIDOR -ELECTRICAL, -WATER -GAS (GENERATOR)
SEWER PUMP STATION
FORCE MAIN
BIO-RETENTION BASIN
DRIVE THROUGH BAY
CONNECT TO EXISTING SEWER MANHOLE
GENERATOR & TRANSFORMER
200’ CONTOUR (HIGH POINT)
FLEET MAINTENANCE ADDITION (FFE = 172)
RETAINING WALL
PROPERTY LINE
CENTRAL AVENUE

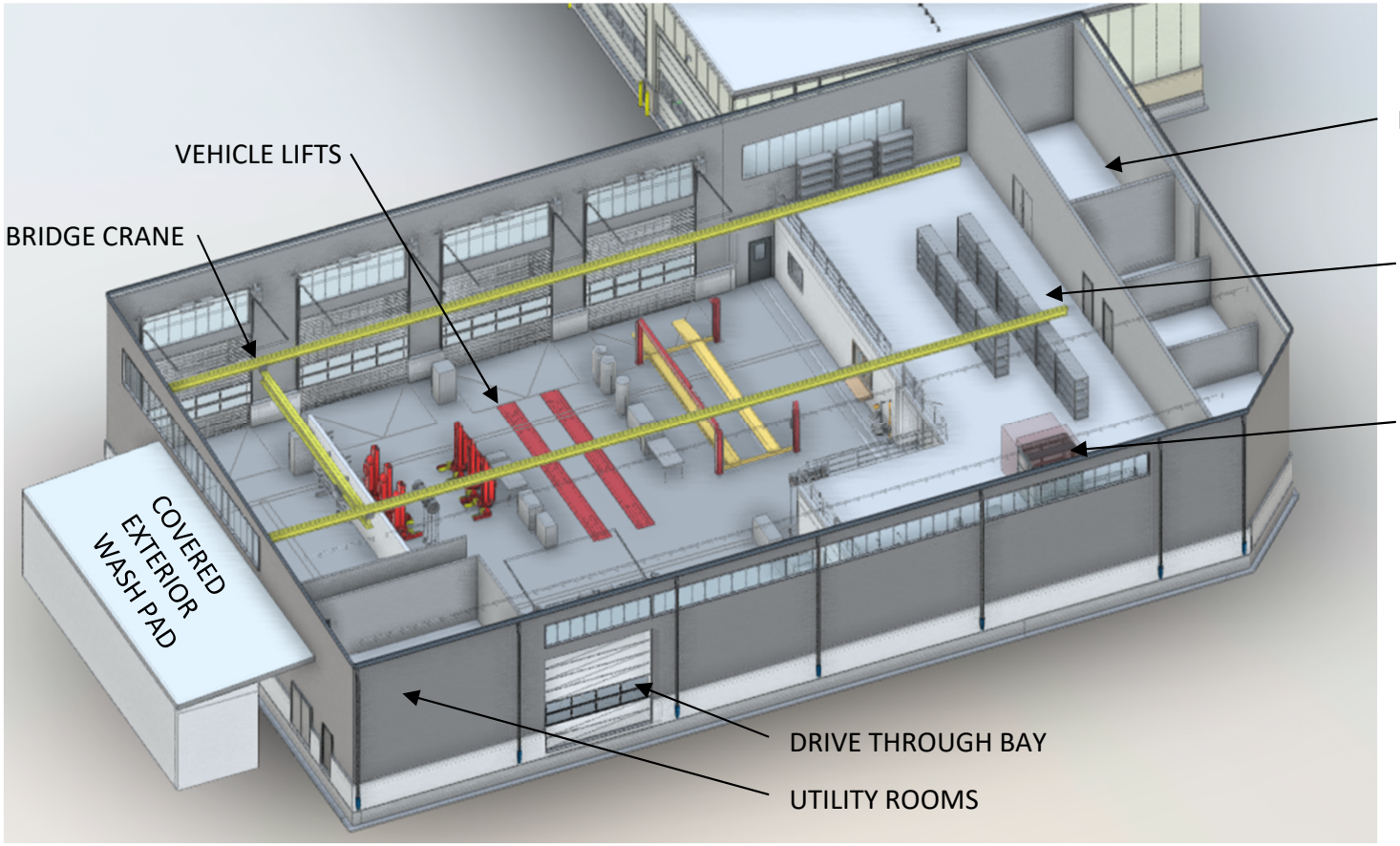
# Needham – DPW Complex Phase I

## Fleet Maintenance



# Needham – DPW Complex Phase I

## Fleet Maintenance



# Permits Required

## Planning Board

- Site Plan Special Permit
- Design Review Board

## Conservation Commission

-Notice of Intent

# Anticipated Project Costs

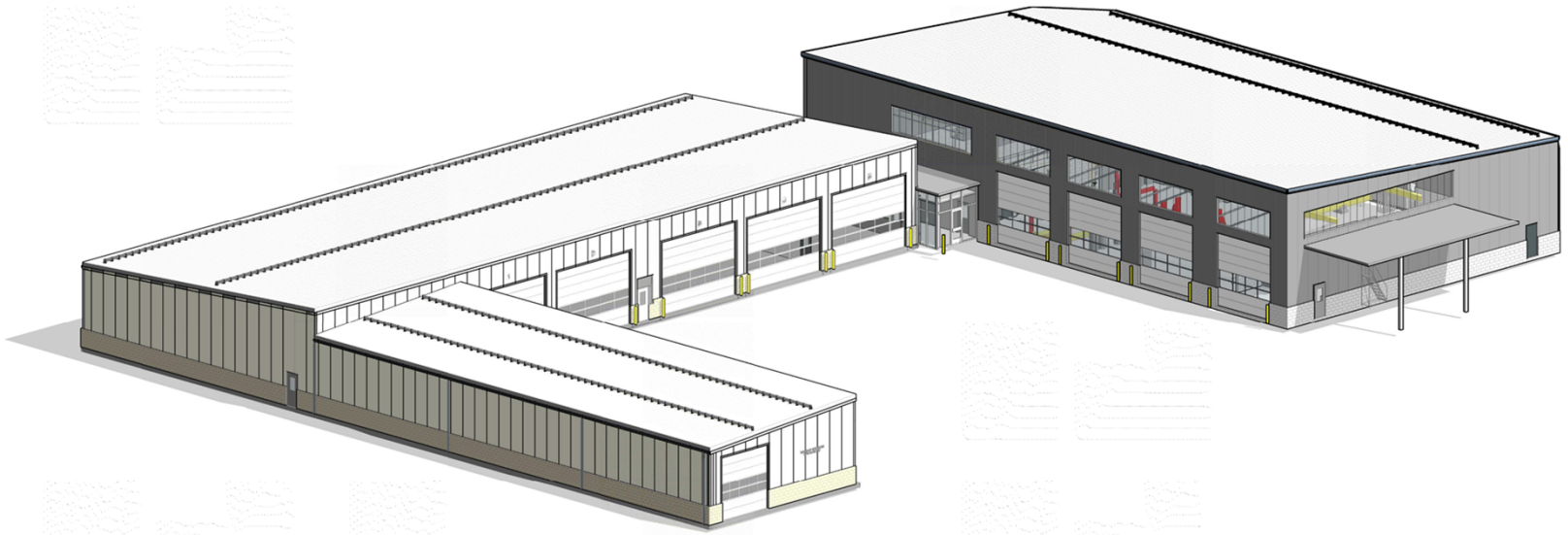
| DESCRIPTION | COSTS | |
|---|---|---|
| SD Cost Estimate - Construction | $ | 15,750,000 |
| Contingencies | $ | 2,250,000 |
| Soft costs & FFE | $ | 1,600,000 |
| **Total Base Project Costs** | **$** | **19,600,000** |
| Alternate 1 – Roof Top Solar | $ | 900,000 |
| Alternate 2 – ASHP Existing Garage | $ | 850,000 |
| Potential Incentives (IRA, MassSave, Green Communities) | $ | (1,750,000) |
| **Total with Incentives** | **$** | **19,600,000** |

# Schedule

- Immediate Deliverables
  - DD – Review Set – 3/7/25
  - DD – Cost Estimate Reconciliation – 3/26/25
  - DD – Completed - 4/2/25

- Upcoming Deliverables
  - Neighborhood Meeting – Early March
  - Permitting - Late March 2025
  - Out to Bid – August 2025
  - Bids in Hand – October 2025

# Questions



# thank you

westonandsampson.com

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

**MEETING DATE: 2/11/2025**

| | |
|---|---|
| **Agenda Item** | Plastics Warrant Articles |
| **Presenter(s)** | Kathey Raiz, Green Needham<br>Rob Fernandez, Green Needham |

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

Ms. Raiz and Mr. Fernandez will ask the Board to sponsor some or all of three proposed General Bylaws at the May 12, 2025 Special Town Meeting, as an alternative to their being filed as citizens petitions:

1. Single Use Plastic Ban – Water Bottles: As proposed, this Bylaw would prohibit the sale of plain water in plastic bottles that are one liter or smaller.

2. Single Use Plastic Ban – Black Plastic: As proposed, this Bylaw would prohibit establishments from using or providing utensils, dishes, or containers made from black plastic.

3. "Skip the Stuff": As proposed, this Bylaw would prohibit establishments from providing single-use utensils or condiments, unless the customer has asked for them.

| **2.** | **VOTE REQUIRED BY SELECT BOARD** |
|---|---|

Suggested Motion: That the Board vote to sponsor [_____] Bylaw(s), subject to revisions to be made by Town Counsel.

| **3.** | **BACK UP INFORMATION ATTACHED** |
|---|---|

a. Amend General Bylaws/Single Use Plastic Ban – Water Bottles
b. Amend General Bylaws/Single Use Plastic Ban – Black Plastic
c. Amend General Bylaws/Skip the Stuff

To see if the Town will vote to amend the General By-laws by:

1. Adding a new Section 3.__ to read as follows:

**SECTION 3.__ SINGLE-USE PLASTIC WATER BOTTLES**

3.__.1 **Definitions.**

a) “Food or Beverage Establishment” means an operation that stores, prepares, packages, serves, vends, distributes, or otherwise provides food or beverages for human consumption, including but not limited to any establishment requiring a permit to operate in accordance with the Massachusetts Retail Food Code, 105 CMR 590, as it may be amended from time to time.

b) “Plastic" means material made from or comprising organic polymers from plant extracts or fossil fuels, whether the material is processed, reprocessed, re-used, recycled or recovered. Polymers are any of various complex organic compounds produced by polymerization—a process in which small molecules combine to make a very large chainlike molecule. Polymers can be molded, extruded, cast into various shapes and films, or drawn into filaments and then used as textile fibers.

c) "Retail Sales Establishment" shall mean any business facility that sells goods directly to the consumer whether for or not for profit in the Town of Needham including, but not limited to retail stores, wholesale suppliers, restaurants, pharmacies, food or ice cream trucks, private membership clubs, convenience stores, grocery stores, supermarkets, liquor stores, seasonal and temporary businesses.

d) “Single-use” means food and beverage serviceware that
   1) is not reusable,
   2) is designed to be used once and then discarded, or
   3) is not designed for repeated use and sanitizing.

e) “Single-use Plastic Water Bottle” means any single serving container, whether sold individually or in bulk, containing non-carbonated, unflavored drinking water with a volume of one liter or less, that is made in whole or in part of plastic material, excluding the cap. This definition includes water sold in boxes or cartons (often lined with plastic) that are not accepted for recycling at the Needham Transfer Station.

**3.__.2 Regulated Conduct.**

a) No Food, Beverage or Retail Sales Establishment shall sell or otherwise provide to a consumer Single-use Plastic Water Bottles containing 1 liter or less of non-carbonated, non-flavored water, except as may be required for safety, health, or emergency situations.

b) The Town of Needham is prohibited from selling or otherwise providing to a consumer Single-use Plastic Water Bottles containing 1 liter or less of non-carbonated, non-flavored water, except as may be required for safety, health, or emergency situations.

**3.__.3 Effective Date.**

This by-law shall take effect on January 1, 2026.

**3.__.4 Regulations.**

The Needham Public Health Department may adopt and amend rules and regulations to effectuate the purposes of this by-law.

**3.__.5 Severability.**

Each separate provision of this section shall be deemed independent of all other provisions herein, and if any provision of this section be declared to be invalid by the Attorney General or a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

2. Amending Section 8.2.2 (Non-Criminal Disposition) by inserting a new row in the table, in appropriate numerical order, to read as follows:

| | | | | |
|---|---|---|---|---|
| 3.__ | Single-use Plastic Water Bottles | $100 | Per Day | Director of Health and Human Services or Designee |

***Additional information***

Plastic bottles pollute the environment from their inception to their disposal. One million plastic bottles are bought around the world every minute, and after consumption, less than one third of them are recycled or down-cycled into lesser quality plastic material. The rest are sent to

incinerators or landfills, or they end up as trash in the environment. Plastic is not biodegradable; instead it breaks down into micro and nanoplastics. Microplastics and nanoplastics have been found in every part of the human body, including kidneys, placenta, bloodstream, and even the brain.

There is a common misconception that bottled water is healthier or safer than tap water. This is not the case. Humans are exposed to microplastics and chemicals everytime they drink from a plastic beverage bottle. One study showed that the number of microplastics increases every time the cap is unscrewed from the bottle. Another study showed that over 250,000 nanoplastic particles are shed from one liter-sized plastic water bottle into the water. The tiny plastic particles themselves can cause inflammation in the body and damage to cells, according to a study published in the Journal of Hazardous Materials. In addition, over 16,000 chemicals have been identified in the production of plastic, and 25% of these chemicals are officially classified as hazardous. They are known toxicants, including hormone-disrupting and cancer-causing phthalates, PFAS, and bisphenols; asbestos and toxic heavy metals such as lead and arsenic; and much more.

Healthier alternatives are available. Tap water in Needham is a healthy and cost-effective way to stay hydrated. Green Needham has created a Tap Map for residents to be able to find drinking fountains and tap water refill stations around town. If people must purchase bottled water, purchasing beverages in aluminum cans or bottles, or glass bottles, reduces exposure to microplastics and toxic chemicals. When recycled properly, aluminum is an infinitely recyclable material.

Scientists and medical researchers agree that based on over 20 years of studies and research, there "is clear evidence of harmful effects from microplastic pollution on a global scale…including physical harm to wildlife, harm to societies and cultures, and a growing evidence base of harm to humans." This is not the first time in history that a commonly used substance was found to be harmful to humans. Other examples include asbestos, lead, DDT, and tobacco. We need to take immediate action to decrease our exposure.

To see if the Town will vote to amend the General By-laws by:

1. Adding a new Section 3.__ to read as follows:

**SECTION 3.__ BLACK PLASTIC KITCHENWARE**

3.__.1 **Definitions.**

a) “Dishware and Containers” means all containers, bowls, plates, trays, cartons, cups, condiments/sauce cups, lids, film wrap and other items on or in which prepared foods and beverages are packaged or directly placed.

b) "Flatware" refers to forks, spoons, knives, and serving utensils. This includes, but is not limited to, larger spoons, forks, and tongs that retailers or consumers may use to serve prepared foods.

c) “Food or Beverage Establishment” means an operation that stores, prepares, packages, serves, vends, distributes, or otherwise provides food or beverages for human consumption, including but not limited to any establishment requiring a permit to operate in accordance with the Massachusetts Retail Food Code, 105 CMR 590, as it may be amended from time to time.

d) “Prepared Food” means any food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared on the premises where the food or beverages are to be served, sold or otherwise provided to a consumer. For the purposes of this bylaw, prepared food does not include food packaged outside of the Town of Needham.

e) “Plastic" means material made from or comprising organic polymers from plant extracts or fossil fuels, whether the material is processed, reprocessed, re-used, recycled or recovered. Polymers are any of various complex organic compounds produced by polymerization—a process in which small molecules combine to make a very large chainlike molecule. Polymers can be molded, extruded, cast into various shapes and films, or drawn into filaments and then used as textile fibers.

f) "Retail Sales Establishment" shall mean any business facility that sells goods directly to the consumer whether for or not for profit in the Town of Needham including, but not limited to retail stores, wholesale suppliers, restaurants, pharmacies, food or ice cream trucks, private membership clubs, convenience

stores, grocery stores, supermarkets, liquor stores, seasonal and temporary businesses.

g) “Single-use” means food and beverage serviceware that
   1) is not reusable,
   2) is designed to be used once and then discarded,
   3) is not designed for repeated use and sanitizing.

**3.__.2 Regulated Conduct.**

(a) Food, Beverage and Retail Sales Establishments are prohibited from dispensing Prepared Food, condiments, sauces, or beverages to any person in Single-use Dishware and Containers made from black plastic.

(b) Food, Beverage and Retail Sales Establishments are prohibited from providing Single-use Flatware made from black plastic to any person.

(c) The Town of Needham is prohibited from dispensing Prepared Food, condiments, sauces, or beverages to any person in Single-use Dishware and Containers made from black plastic.

(d) The Town of Needham is prohibited from providing Single-use Flatware made from black plastic to any person.

**3.__.3 Effective Date.**

This by-law shall take effect on January 1, 2026.

**3.__.4 Regulations.**

The Needham Public Health Department may adopt and amend rules and regulations to effectuate the purposes of this by-law.

**3.__.5 Severability.**

Each separate provision of this section shall be deemed independent of all other provisions herein, and if any provision of this section be declared to be invalid by the Attorney General or a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

2. Amending Section 8.2.2 (Non-Criminal Disposition) by inserting a new row in the table, in appropriate numerical order, to read as follows:

| | | | | |
|---|---|---|---|---|
| 3.__ | Black Plastic Kitchenware | $100 | Per Day | Director of Health and Human Services or Designee |

**Additional information**

Black plastic kitchenware is often made from recycled electronic waste, which can contain unregulated amounts of toxic chemicals including heavy metals and flame retardants. These chemicals can migrate into food, especially when heated, and pose a hazard to human health. A 2024 study conducted by scientists from Toxic Free Future and Vrije Universiteit Amsterdam published in Chemosphere found high levels of cancer-causing, hormone-disrupting flame retardant chemicals in a variety of household products made with black plastics including food serviceware, kitchen utensils, and toys.

In addition, black plastics are not recyclable due to their color. Although black plastic makes up 15% of all plastic waste (largely single-use food containers), the vast majority is not recycled because the technology used by recycling facilities to sort plastics cannot “see” the color black. As a result of this failure, most black plastic items end up in our landfills, incinerators, or littered in our environment after just one single use.

To see if the Town will vote to amend the General By-laws by:

1. Adding a new Section 3.__ to read as follows:

**SECTION 3._ PROHIBITED USE AND DISTRIBUTION OF CERTAIN FOOD AND BEVERAGE SERVICEWARE AND SINGLE-USE ITEMS (AKA SKIP-THE-STUFF)**

**3._.1 Definitions.**

a) "Accessories" means any food and beverage serviceware items that are not dishware and containers. The term "accessories" as used in this section includes, but is not limited to, straws, forks, spoons, knives, chopsticks, stirrers, splash guards, cocktail sticks, toothpicks, condiment packages, and napkins.

b) "Condiment" means a single-use packet containing relishes, spices, sauces, confections, or seasonings, that requires no additional preparation, and that is used with food or beverages, including, but not limited to, ketchup, mustard, mayonnaise, soy sauce, sauerkraut, salsa, syrup, jam, jelly, butter, salad dressings, salt, sugar, sugar substitutes, pepper, and chile pepper.

c) "Food or Beverage Establishment" means an operation that stores, prepares, packages, serves, vends, distributes, or otherwise provides food or beverages for human consumption, including but not limited to any establishment requiring a permit to operate in accordance with the Massachusetts Retail Food Code, 105 CMR 590, as it may be amended from time to time.

d) "Food and Beverage Serviceware" means all containers, bowls, plates, trays, cartons, cups, lids, on or in which prepared foods and beverages are packaged or directly placed. It also includes forks, knives, spoons, and other utensils that are used to serve or eat prepared foods or beverages.

e) "Full Service Food Establishment" means a food establishment where customers are seated at a table either by waitstaff or by themselves, and where orders are taken and served by waitstaff at the table.

f) "Online Food Ordering Platform" means the digital technology provided on a website or mobile application through which a consumer can place an order for pick-up or delivery of Prepared Food. Such platforms include those operated directly by a Food Establishment, by companies that provide delivery of Prepared Meals to consumers, and by online food ordering systems that connect consumers to a Food Establishment directly.

g) "Retail Sales Establishment" shall mean any business facility that sells goods directly to the consumer whether for or not for profit in the Town of Needham including, but not limited to retail stores, wholesale suppliers, restaurants, pharmacies, food or ice cream trucks, private membership clubs, convenience stores, grocery stores, supermarkets, liquor stores, seasonal and temporary businesses.

h) “Reusable” refers to food and beverage service ware that will be used multiple times in the same form by a food establishment. Such products are intended to be washed multiple times in a commercial dishwasher and to retain their form and function over multiple usage and washing cycles.

i) “Single Item Dispenser” means bulk dispensers that only dispense one item at a time.

j) “Single-use” means food and beverage serviceware that

1) is not reusable,
2) is designed to be used once and then discarded, or
3) is not designed for repeated use and sanitizing.

**3.__2 Regulated Conduct.**

1. Food, Beverage, or Retail Sales Establishments may not automatically provide Single-use Accessories, including in takeout orders, whether orders are placed online, via phone, or in person. Single-use Accessories may be provided only upon the request of the consumer either directly or in response to an inquiry by the food establishment. Single-use Accessories, including plastic forks, spoons and knives, may not be wrapped in plastic or offered as bundled sets. Food, Beverage or Retail Sales Establishments may have Single-use Accessories available at self-service stations. The self-service station may include a Single Item Dispenser.

2. Online Food Ordering Platforms must provide Food, Beverage or Retail Sales Establishments with a method to list each Single-Use Accessory and Condiment that is offered by the Food, Beverage, or Retail Sales Establishment, such that customers can specifically request the Single-Use Accessories and Condiments that they wish to have included with their order.

   If Online Food Ordering Platforms are unable to provide Food, Beverage or Retail Sales Establishments with a method to list each Single-Use Accessory and Condiment that is offered by the Food, Beverage or Retail Establishment such

that customers can specifically request the Single-Use Accessory and Condiment that they wish to have included with their order, then the default will be set to exclude all Single-Use Accessories and Condiments from the order. Customers may request Single-Use Accessories and Condiments at the time of pick-up, or Food, Beverage or Retail Sales Establishments may provide self-service stations.

3. Full Service Food Establishments shall utilize only Reusable Food and Beverage Serviceware for dine-in customers.

**3.__.3 Effective Date.**

This by-law shall take effect on January 1, 2026.

**3.__.4 Regulations.**

The Needham Public Health Department may adopt and amend rules and regulations to effectuate the purposes of this by-law.

**3.__.5 Severability.**

Each separate provision of this section shall be deemed independent of all other provisions herein, and if any provision of this section be declared to be invalid by the Attorney General or a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

2. Amending Section 8.2.2 (Non-Criminal Disposition) by inserting a new row in the table, in appropriate numerical order, to read as follows:

| | | | | |
|---|---|---|---|---|
| 3.__ | Prohibited Use and Distribution of Certain Food and Beverage Serviceware and Single-use Plastic Items (AKA Skip-the-Stuff) | $100 | Per Day | Director of Health and Human Services or Designee |

**Additional Information**

The purpose of this bylaw is to reduce the overall environmental impact of the Town of Needham, its residents, and its businesses. Single-use plastic has a significant impact on the environment through its carbon footprint, waste management, pollution and more. This bylaw serves to protect the public health, welfare and environment, advance solid waste reduction, protect waterways, and reduce the carbon footprint of the Town's businesses and residents.

The Charles River Business Chamber and local restaurants generally support this initiative, as it can reduce business costs and unnecessary waste.

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

**MEETING DATE: 2/11/2025**

| | |
|---|---|
| **Agenda Item** | Close 2025 Annual Town Meeting Warrant |
| **Presenter(s)** | Kate Fitzpatrick, Town Manager |

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

The Town Manager will recommend that the Board vote to close the warrant for the 2025 Annual Town Meeting.

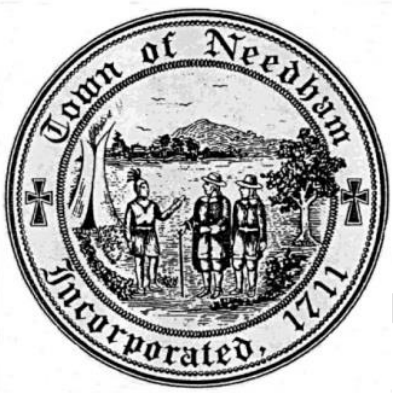
| | |
|---|---|
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |

Suggested Motion: That the Board vote to close the warrant for the 2025 Annual Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.

| | |
|---|---|
| **3.** | **BACK UP INFORMATION ATTACHED** |

a. Draft Annual Town Meeting Warrant 2/11/2025
b. Citizens' Petitions

# TOWN OF NEEDHAM




# 2025 ANNUAL TOWN MEETING WARRANT

ELECTION: TUESDAY, APRIL 8, 2025

BUSINESS MEETING: MONDAY, MAY 5, 2025

7:30 P.M.

JAMES HUGH POWERS HALL

NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

Draft 2.11.2025

Draft 2.11.2025

Additional information on Warrant articles will be made available at www.needhamma.gov/townmeeting during the weeks leading up to the Annual Town Meeting.

**WARRANT FOR THE ANNUAL TOWN MEETING**
**TUESDAY, APRIL 8, 2025**
**TOWN OF NEEDHAM**
**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss.

To either of the Constables in the Town of Needham in said County, Greetings:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the Inhabitants of the Town of Needham qualified to vote in elections and in Town Affairs to meet in their respective voting places in said Town namely:

| | | |
|---|---|---|
| Precinct A | - | Center at the Heights, 300 Hillside Avenue |
| Precinct B | - | Center at the Heights, 300 Hillside Avenue |
| Precinct C | - | Newman School, 1155 Central Avenue, Gym |
| Precinct D | - | Newman School, 1155 Central Avenue, Gym |
| Precinct E | - | Needham Golf Club, 49 Green Street |
| Precinct F | - | Rosemary Recreation Complex, 178 Rosemary Street |
| Precinct G | - | Rosemary Recreation Complex, 178 Rosemary Street |
| Precinct H | - | Needham Golf Club, 49 Green Street |
| Precinct I | - | Town Hall, 1471 Highland Avenue, Powers Hall |
| Precinct J | - | Town Hall, 1471 Highland Avenue, Powers Hall |

on TUESDAY, THE EIGHTH DAY OF APRIL 2025

from seven o'clock in the forenoon, until eight o'clock in the afternoon, then and there to act upon the following articles, viz.:

---

**ARTICLE X: ANNUAL TOWN ELECTION**

To choose by ballot the following Town Officers:

One Select Board Member for a term of three years;
Three School Committee Members for a term of three years;
One Moderator for a term of three years;
One Town Clerk for a term of three years;
Two Park and Recreation Commissioners for a term of three years;
One Assessor for a term of three years;
One Commissioner of Trust Funds for a term of three years;
Two Needham Public Library Trustees for a term of 3 years;
Two Memorial Park Trustees:
One Veteran for a term of three years;
One Non-Veteran for a term of three years;
Two Board of Health Members for a term of three years;
One Planning Board Member for a term of five years; and
One Needham Housing Authority Member for a term of five years
Eight Town Meeting Members for Precinct A for a term of three years
Eight Town Meeting Members for Precinct B for a term of three years
Eight Town Meeting Members for Precinct C for a term of three years
Eight Town Meeting Members for Precinct D for a term of three years

#2.11.2025

Eight Town Meeting Members for Precinct E for a term of three years
Eight Town Meeting Members for Precinct F for a term of three years
Eight Town Meeting Members for Precinct G for a term of three years
Eight Town Meeting Members for Precinct H for a term of three years
One Town Meeting Member for Precinct H for a term of one year
Eight Town Meeting Members for Precinct I for a term of three years
One Town Meeting Member for Precinct I for a term of one year
Eight Town Meeting Members for Precinct J for a term of three years

and you are also required to notify the qualified Town Meeting Members of the Town of Needham to meet in Powers Hall on Monday, May 5, 2025 at seven thirty o'clock in the afternoon, then and there to act upon the following articles, viz.:

**Warrant for the Annual Town Meeting**
**Monday, May 5, 2025 at 7:30 p.m. at Needham Town Hall**

**ARTICLE X: COMMITTEE AND OFFICER REPORTS**

To hear and act on the reports of Town Officers and Committees.

**HUMAN RESOURCES ARTICLES**

**ARTICLE X: ESTABLISH ELECTED OFFICIALS' SALARIES**

To see if the Town will vote to fix the compensation of the following elected officers of the Town as of July 1, 2025, as required by Massachusetts General Laws, Chapter 41, Section 108:

| | |
|---|---|
| Town Clerk | $[Amount] |
| Select Board, Chair | $1,800 |
| Select Board, Others | $1,500 |

INSERTED BY: Human Resources Advisory Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: In accordance with Massachusetts General Law Chapter 41, Section 108, the Town must annually vote to set the salary and compensation for any elected Town officials who receive compensation. The annual stipends for the members of the Select Board have remained unchanged since 1977.*

---

**ARTICLE X: APPROVE COLLECTIVE BARGAINING AGREEMENT – NEEDHAM POLICE UNION**

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Needham Police Union by authorizing the Town Manager to transfer a sum

Draft 2.11.2025

necessary to fund the cost items contained in the agreement for fiscal year 2026; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:
HUMAN RESOURCES ADVISORY BOARD RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: FUND COLLECTIVE BARGAINING AGREEMENT – POLICE SUPERIOR OFFICERS ASSOCIATION**

To see if the Town will vote to fund the cost of items contained in a collective bargaining agreement between the Town and the Police Superior Officers Association by authorizing the Town Manager to transfer a sum necessary to fund the cost items contained in the agreement for fiscal year 2026; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:
HUMAN RESOURCES ADVISORY BOARD RECOMMENDS THAT

*Article Information:*

## FINANCE ARTICLES

**ARTICLE X: APPROPRIATE FOR CLASSIFICATION AND COMPENSATION STUDY**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $120,000 for the purpose of conducting a classification and compensation study for municipal personnel, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X APPROPRIATE FOR NEEDHAM PROPERTY TAX ASSISTANCE PROGRAM**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $50,000 for the purpose of funding the Needham Property Tax Assistance Program, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Overlay Surplus; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Draft 2.11.2025

*Article Information: The Property Tax Assistance Program helps elderly and disabled taxpayers in need. This appropriation complements donations by private parties to the "Voluntary Tax Relief Program" authorized by statute. The goal of the Select Board is to set a target annual appropriation for the Property Tax Assistance Program at least equal to the amount of private contributions to the voluntary program during the preceding fiscal year. The voluntary fund received $11,730 in FY2024.*

---

**ARTICLE X: APPROPRIATE FOR PUBLIC FACILITIES MAINTENANCE PROGRAM**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $1,000,000 for the purpose of funding the Public Facilities Maintenance Program, to be spent under the direction of the Town Manager, and to meet this appropriation that $500,000 be transferred from Free Cash and $500,000 be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This recurring warrant article funds the annual maintenance of public buildings throughout the Town and School Department, including, but not limited to, asbestos abatement, duct cleaning, painting, electrical and mechanical systems, HVAC, lighting, flooring, carpentry work, and other repairs and upgrades.*

---

**ARTICLE X: APPROPRIATE FOR FORESTRY MANAGEMENT**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $222,600 for the purpose of funding a forestry management program, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: APPROPRIATE FOR CLIMATE ACTION PROGRAM INITIATIVES**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $250,000 for climate action program initiatives, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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Draft 2.11.2025

**ARTICLE X: APPROPRIATE FOR FINANCIAL APPLICATIONS**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $1,999,995 for the purpose of updating the Town's financial applications, to be spent under the direction of the Town Manager, and to meet this appropriation that $1,423,170 be transferred from Free Cash and $576,825 be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

---

**ARTICLE X: APPROPRIATE FOR OPIOID PROGRAMMING**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $108,783 for the purpose of funding a Peer Recovery Coach, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from the Opioid Settlement Stabilization Fund; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: APPROPRIATE THE FY2026 OPERATING BUDGET**

To see what sums of money the Town will vote to raise, appropriate, and/or transfer for the necessary Town expenses and charges, and further that the operating budget be partially funded by a transfer from Free Cash in the amount of $4,245,792, from Overlay Surplus in the amount of $350,000, from Amounts Reserved for Debt Exclusion Offsets in the amount of $21,723, and $1,362,957 to be raised from CPA Receipts; and further that the Town Manager is authorized to make transfers from line item 9 to the appropriate line items in order to fund the classification and compensation plan approved in accordance with the provisions of Section 20B(5) of the Town Charter, and to fund collective bargaining agreements approved by vote of Town Meeting; and further that the Town Manager is authorized to expend from line item 5 in order to meet expenses for post-employment health and life insurance benefits for eligible retirees from the fund established for that purpose; or take any other action relative thereto.

INSERTED BY: Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article Be Adopted as shown on pages ##-##.

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**ARTICLE X: APPROPRIATE THE FY2026 SEWER ENTERPRISE FUND BUDGET**

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Sewer Division of the Department of Public Works during fiscal year 2026, under the provisions of M.G.L. Chapter 44, Section 53F ½:

Draft 2.11.2025

**Sewer Enterprise**
**FY2026**

| Line # | Description | FY2024 Expended | FTE | FY2025 Current Budget | FTE | FY2026 Recommended | FTE |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 201A | Salary & Wages | $1,130,463 | 11.0 | $1,218,870 | 11.0 | $1,275,049 | 11.0 |
| 201B | Expenses | $478,008 | | $866,539 | | $904,663 | |
| 201C | Capital Outlay | $0 | | $96,000 | | $134,000 | |
| 201D | MWRA Assessment | $7,084,841 | | $7,445,411 | | $7,445,411 | |
| 201E | Debt Service | $493,424 | | $670,000 | | $700,000 | |
| 202 | Reserve Fund | Transfers Only | | $35,000 | | $35,000 | |
| | | | | | | | |
| **TOTAL** | | **$9,186,736** | **11.0** | **$10,331,820** | **11.0** | **$10,494,123** | **11.0** |
| FY2026 Budget Percentage Change from FY2025 Budget | | | | | | | 1.6% |

and to meet this appropriation that [Amount] be raised from Sewer Enterprise Fund receipts, $881,784 be raised from the Tax Levy and transferred to the Sewer Enterprise Fund, and [amount] be transferred from Sewer Enterprise Fund Retained Earnings; or take any other action relative thereto.

INSERTED BY: Select Board & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: APPROPRIATE THE FY2026 WATER ENTERPRISE FUND BUDGET**

To see if the Town will vote to raise and/or transfer and appropriate the following sums of money to operate the Water Division of the Department of Public Works during fiscal year 2026, under the provisions of M.G.L. Chapter 44, Section 53F ½:

**Water Enterprise**
**FY2026**

| Line # | Description | FY2024 Expended | FTE | FY2025 Current Budget | FTE | FY2026 Recommended | FTE |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 301A | Salary & Wages | $1,350,580 | 17.0 | $1,672,073 | 17.0 | $1,771,597 | 17.0 |
| 301B | Expenses | $1,416,885 | | $1,689,997 | | $1,704,771 | |
| 301C | Capital Outlay | $40,000 | | $57,100 | | $46,984 | |
| 301D | MWRA Assessment | $1,887,130 | | $1,212,985 | | $1,212,985 | |
| 301E | Debt Service | $1,249,009 | | $1,460,000 | | $1,550,000 | |
| 302 | Reserve Fund | Transfers Only | | $75,000 | | $75,000 | |
| | | | | | | | |
| **TOTAL** | | **$5,943,603** | **17.0** | **$6,167,155** | **17.0** | **$6,361,337** | **17.0** |
| FY2026 Budget Percentage Change from FY2025 Budget | | | | | | | 3.1% |

and to meet this appropriation that [amount] be raised from Water Enterprise Fund receipts and [amount] be transferred from Water Enterprise Fund Retained Earnings; or take any other action relative thereto.

INSERTED BY: Select Board & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: SET THE ANNUAL DEPARTMENT REVOLVING FUND SPENDING LIMITS**

To see if the Town will vote to fix the maximum amount that may be spent during fiscal year 2026 beginning on July 1, 2025 for the revolving funds established in the Town's General By-Laws for certain departments, boards, committees, agencies, or officers in accordance with Massachusetts General Law Chapter 44, Section 53E½, or take any other action relative thereto.

| Revolving Fund | Department, Board, Committee, Agency, or Officer | FY2025 Spending Limit | FY2026 Spending Limit |
|---|---|---|---|
| Public Facility Use | Public Works Department | $250,000 | $250,000 |
| Tree Replacement | Public Works Department | $25,000 | $25,000 |
| School Transportation | School Committee | $819,000 | $819,000 |
| Home Composting | Public Works Department | $3,000 | $3,000 |
| Water Conservation | Public Works Department | $10,000 | $10,000 |
| Immunization Program | Health and Human Services Department | $125,000 | $150,000 |
| Traveling Meals | Health and Human Services Department | $100,000 | $100,000 |
| Needham Transportation Program | Health and Human Services Department | $10,000 | $10,000 |

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| Revolving Fund | Department, Board, Committee, Agency, or Officer | FY2025 Spending Limit | FY2026 Spending Limit |
|---|---|---|---|
| Aging Services Programs | Health and Human Services Department | $75,000 | $100,000 |
| Youth Services Programs | Health and Human Services Department | $5,000 | $5,000 |
| Memorial Park Activities | Memorial Park Trustees | $4,100 | $4,100 |

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: The purpose of this article is to set the annual spending limit for the various revolving funds that are established by Town By-Law in accordance with M.G.L Chapter 44 Section 53E1/2. The law requires that the Town Meeting shall, on or before July 1 of each fiscal year, vote on the limit for each revolving fund established under this law the total amount that may be expended during the fiscal year. The law provides also that the limit on the amount that may be spent from a revolving fund may be increased with the approval of the Select Board and Finance Committee should the revolving activity exceed the spending limit, but only until the next Annual Town Meeting. There are no proposed changes to current annual spending limits.*

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**ARTICLE X: AUTHORIZATION TO EXPEND STATE FUNDS FOR PUBLIC WAYS**

To see if the Town will vote to authorize the Town Manager to permanently construct, reconstruct, resurface, alter, or make specific repairs upon all or portions of various Town ways and authorize the expenditure of funds received, provided, or to be provided by the Commonwealth of Massachusetts through the Massachusetts Department of Transportation; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: The Town receives funding from the Commonwealth of Massachusetts for road construction projects. Approval of Town Meeting is required for the Town to receive and expend the funds. The Massachusetts Department of Transportation (MassDOT) will distribute Chapter 90 funding only after it has been authorized by the Legislature and the Governor. The preliminary Chapter 90 allocation for FY2026 is [amount]. Unless circumstances require otherwise, this Chapter 90 allocation will be directed towards infrastructure projects, such as the Marked Tree Road reconstruction project and Central Avenue at Great Plain Avenue intersection improvements.*

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**ARTICLE X: 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

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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.

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**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 |
|---|---|---|---|---|---|---|

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| | | | | | | |
|---|---|---|---|---|---|---|
| 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 front property line | 25 | 10 | Minimum 10<br>Maximum 15 [e,] | 20 feet for buildings with frontage on Chestnut Street<br>10 feet for all other buildings | 20 | 25 |
| 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**

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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 |

(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 |
|---|---|---|---|---|---|---|

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| | | | | | | |
|---|---|---|---|---|---|---|
| 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.

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(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.

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(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.

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**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.

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### 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.

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**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

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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.

Draft 2.11.2025

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: 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

Draft 2 - 11.2025

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:

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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; southwesterly 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; southwesterly by the westerly sideline of Highland Avenue to the intersection with the northerly sideline of May St; southwesterly 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:

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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

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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

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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

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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.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**COMMUNITY PRESERVATION ACT ARTICLES**

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**ARTICLE X: APPROPRIATE FOR ON-GOING COLLECTIONS STORAGE UPGRADES/NEEDHAM HISTORY CENTER & MUSEUM**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $46,712 for on-going collections storage upgrades at the Needham History Center and Museum, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from CPA Historic Reserve; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: NEEDHAM TRAIL SIGNAGE IMPROVEMENTS**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $104,000 for trail signage improvements, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from [source]; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: APPROPRIATE FOR EAST MILITIA HEIGHTS DEVELOPMENT - CHARLES RIVER CENTER**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $3,500,000 for East Militia Heights Development by the Charles River Center, to be spent under the direction of the Town Manager,

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and to meet this appropriation that said sum be transferred from [source]; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: APPROPRIATE FOR PRESERVATION OF SEABEDS WAY & CAPTAIN ROBERT COOK DRIVE**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $5,600,000 for the preservation of Seabeds Way and Captain Robert Cook Drive, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from [source]; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: HIGH ROCK ESTATES AFFORDABLE HOUSING LAND USE STUDY**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $150,000 for the High Rock Estates Affordable Housing Land Use Study, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from [source]; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: ACTION PARK & PICKLEBALL COURTS (DESIGN)**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $300,000 for the design of an action sports park and pickle ball courts, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from [source]; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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Draft 2.11.2025

**ARTICLE X: ELIOT SCHOOL GROUNDS RENOVATION (DESIGN)**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $69,900 for the design of the Eliot School grounds renovation project, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum to be transferred from [source]; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: APPROPRIATE FY2026 CPA BUDGET AND RESERVES**

To see if the Town will vote to hear and act on the report of the Community Preservation Committee; and to see if the Town will vote to appropriate a sum pursuant to Massachusetts General Law Chapter 44B from the estimated FY2026 Community Preservation Fund revenues, or to set aside certain amounts for future appropriation, to be spent under the direction of the Town Manager, as follows:

**Appropriations:**

| | | |
|---|---|---|
| A. Administrative and Operating Expenses of the Community Preservation Committee: | $ | 82,000 |

**Reserves:**

| | | |
|---|---|---|
| B. Community Preservation Fund Annual Reserve: | $ | 1,223,043 |
| C. Community Housing Reserve: | $ | 876,000 |
| D. Historic Resources Reserve: | $ | 0 |
| E. Open Space Reserve | $ | 438,000 |

or take any other action relative thereto.

INSERTED BY: Community Preservation Committee
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: Town Meeting and voters approved the Community Preservation Act in 2004. The Fund receives monies through a 2.0% surcharge on local real estate property tax bills with certain exemptions. Adoption of the Act makes the Town eligible to receive additional monies on an annual basis from the Massachusetts Community Preservation Fund. Any expenditure from the Community Preservation Fund must be both recommended by the Community Preservation Committee (CPC) and approved by Town Meeting. The law requires that at least 10% of the revenue be appropriated or reserved for future appropriation for each of the following purposes: community housing, historic preservation, and open space. The Town traditionally sets aside 11% of the estimated fiscal year receipts to account for any changes to the revenue estimate or State match that may occur during the year. The CPC has voted to increase the amount set aside in the Community Housing Reserve to XX% of the estimated revenue for the year to ensure that at a minimum of 20% of the actual CPA receipts are appropriated or reserved for future appropriation for Community Housing. Up to 5% of the annual revenue estimate may be utilized for the administrative and operational expenses of the Community Preservation Committee. At the end of the fiscal year, unspent administrative funds return to the CPA Fund.*

Draft 2.11.2025

## CAPITAL ARTICLES

**ARTICLE X: APPROPRIATE FOR GENERAL FUND CASH CAPITAL**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $4,558,050 for General Fund Cash Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

| Group | Description | Recommended | Amendment |
|---|---|---|---|
| Community Services | Library Technology | $54,000 | |
| Community Services | Trail Resurfacing and Improvements | $75,000 | |
| General | General Government Technology Replacements | $896,000 | |
| General | Town Copier Replacement | $28,000 | |
| General | Town Facility Replacement Furniture and Office Fixtures | $40,000 | |
| Public Safety | LIFEPAK 35 Defibrillator/Monitor | $62,842 | |
| Public Safety | Personal Protective Equipment | $103,958 | |
| Public Works | Building Management System Upgrades | $229,000 | |
| Public Works | HVAC Upgrades | $80,000 | |
| Public Works | Specialty Equipment | $28,000 | |
| Public Works | Stormwater Quality Improvements (NPDES) | $500,000 | |
| Public Works | Sustainable Building Retrofit Program | $100,000 | |
| Schools | School Copiers | $60,000 | |
| Schools | School Furniture | $25,000 | |
| Schools | School Technology | $577,875 | |
| Transportation Network | Transportation Safety Committee Improvements (Traffic Improvements) | $100,000 | |
| Multiple | Fleet Program | $1,598,375 | |
| | **Total** | **$4,558,050** | |

Draft 2.1.2023

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

*Library Technology*
*Unless circumstances require otherwise, this request is for the replacement of staff laptops/tablets, upgrade of the public scan station, and the replacement of the Community Room Central Processing Unit (CPU).*

*Trail Resurfacing and Improvements*
*This request is for repairs and maintenance of the Bay Colony Rail Trail. The 1.7-mile stretch of the trail from the Charles River Peninsula to High Rock was constructed in 2016. Since that time, the stone dust surface has worn down, becoming uneven and experiencing drainage issues. This project includes removing all loose materials and installing new fill to make the path safer and maintain accessibility. Drainage issues will be addressed and preventative measures will be taken to reduce deterioration in areas that are prone to puddling and erosion.*

*General Government Technology Replacements*
*This funding request is for the replacement of technology assets across Town departments, to include network infrastructure replacement, twelve exterior security cameras at the Center at the Heights (CATH), audio-visual equipment at the CATH (Conference Room 1 and Activity Room 2), and door access controllers at all Town buildings.*

*Town Copier Replacements*
*The funding request is for two (2) copiers in the following locations: Town Hall Mail Room and Rosemary Recreation Center Main Floor.*

*Town Facility Replacement Furniture and Office Fixtures*
*This funding request is for the replacement of furniture in Town Hall and the Public Services Administration Building. These facilities were equipped with new furniture when they reopened and opened in 2011 and 2010 respectively. In FY2025, task and conference chairs were replaced. In FY2026, target furniture for replacement will be non-ergonomic work set-up, to include procurement of standing desks. .*

*Lifepak 35 Defibrillator/Monitor*
*This funding request will replace lifesaving hardware for public safety personnel. The Physio Lifepak 35 (LP35) is the industry standard cardiac defibrillator/monitor that the Department will use on frontline rescues, upgrading from the current Lifepak 15. The average lifespan for this piece of equipment is estimated to be about five years.*

*Personal Protective Equipment*
*This funding request will replace Personal Protective Equipment (PPE) – known as "bunker gear" – for 20% of all firefighting personnel on an annual basis. This is to ensure the life span of the equipment does not exceed the 10-year guideline. All line personnel now have two sets of PPE available. By having a second set of PPE, fire personnel are able to clean one set after an incident while remaining in service for other emergencies. Properly maintaining PPE helps ensure its expected longevity and can significantly reduce long term health risks faced by personnel.*

*Building Management System Upgrade*
*The Town maintains a Building Management System (BMS) to manage the heating, ventilation, and air conditioning (HVAC) for all major facilities throughout Town. This system consists of internal sensors in the HVAC components and a back-end software product that allows Building Maintenance staff to review*

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*and diagnose HVAC issues both remotely and on-site. This request is to upgrade and standardize all of the existing systems so that the Town is only maintaining one system. The new system will simplify the hardware and software in each building, and take advantage of newer and more robust technologies. Unless circumstances require otherwise, the updates will be conducted at the Newman School and the Rosemary Recreational Complex.*

*HVAC Upgrades*
*This request is for design phase of Needham High School HVAC system improvements. The roof and accompanying rooftop HVAC units 17 and 18 at the High School have sections ranging from three years old to 25 years old. The roof section over the auditorium is the oldest section with the oldest RTUs, which are failing more often and working less efficiently than the others on the building, wasting energy and requiring more costly maintenance. The design will determine the best way to replace the equipment with modern units and components that are more efficient and require less frequent repairs*

*DPW Specialty Equipment*
*This request is for large equipment that fits the definition of capital but is not included in the fleet request because the equipment is not a registered vehicle. Specialty equipment proposed for FY2026 is for a Dynapac Roller ($28,000) for the Streets and Transportation Division.*

*Stormwater Quality Improvements (NPDES)*
*This funding request is for the identification of opportunities for stormwater quality improvements. Such opportunities are vital for the Town to achieve full compliance with federal stormwater standards.*

*Sustainable Building Retrofit Program*
*This funding request is for lighting upgrade projects at the Broadmeadow School, converting their existing outdated lighting to high-efficiency LED systems. Similar projects have been successfully completed in the past few years at the Pollard, Newman, Mitchell, and Hillside schools, and these projects would be modeled on those. Building Maintenance plans to continue these lighting upgrade projects at all Town and School buildings wherever feasible to reduce energy consumption and to take advantage of state programs that subsidize their cost. Any funds available will be used to supplement grant funding that may become available to assist in identifying plans and best practices on how to sustainability update the Town's buildings.*

*School Copiers*
*This funding request is to replace three copiers in the following locations: Newman Main Office, Newman Lower Level, NHS Grade Level Office, and High Rock Main Office. School photocopiers in all school buildings are used both by administrative and teaching staff. Copiers which are heavily used are replaced more frequently than copiers that are lightly used. The average life cycle is calculated at seven years, although planned replacement ages range from five to nine years, depending on use. It is important to replace machines regularly, even if they have not yet reached maximum copy allowances, given the additional operating expense associated with servicing and maintaining older equipment, as well as the difficulty in obtaining replacement parts. This analysis also assumes that copiers are re-deployed around the District as needed, to better match projected usage with equipment capacity.*

*School Furniture*
*This funding request is a recurring capital item to replace furniture in poor and fair condition and to provide new classroom furniture as needed for new enrollment or replacement purposes.*

*School Technology*
*This funding request is a recurring capital item to fund the School Department technology replacement program. This program funds replacement of desktop computers, printers, classroom audio visual devices,*

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*specialized instructional labs, projectors, video displays, security cameras and electronic door access controllers. The request also incorporates funding for school technology infrastructure, which consists of servers, network hardware, wireless infrastructure, data cabling and access points. The FY2026 School Technology request includes $113,000 for network security and $464,875 for infrastructure replacement.*

*Transportation Safety Committee Projects*
*This request is for funding construction-related transportation safety projects and interventions in response to resident petitions, including roadway geometry changes, accessibility ramps, crosswalks, flashing LED pedestrian signs, speed radar signs, "Stop", "School Zone", and "Children Playing" signs, and other pedestrian improvements. In 2023, the committee transitioned from the Traffic Management Advisory Committee (TMAC) to the Transportation Safety Committee (TSC), which has a wider scope and range of interventions.*

*General Fund Core Fleet Replacement*

| Unit | Existing | Division | Year | Replacement | Amount |
|---|---|---|---|---|---|
| 143 | Volvo L90H Loader | DPW Streets and Transportation | 2019 | Loader | $434,910 |
| 579 | Ford Explorer Interceptor | Police Department | 2014 | Equinox AWD | $41,181 |
| Bus 1 | Blue Bird School Bus | Needham Public Schools | 2017 | School Bus (Electric) | $375,437 |
| C-02 | Chevy Tahoe | Fire Department | 2021 | Public Safety Response Vehicle | $108,627 |
| R-04 | Ford E450 Ambulance | Fire Department | 2017 | Ambulance | $638,220 |

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**ARTICLE X: APPROPRIATE FOR ELIOT SCHOOL BOILER REPLACEMENT**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $560,000 for the purpose of replacing the Eliot School boiler, to be expended under the direction of the Permanent Public Building Committee and the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This article will fund the construction phase of the Eliot School boiler replacement project. The new boilers will be high efficiency condensing boilers and replace older units suffering increasingly frequent and expensive repairs.*

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**ARTICLE X: APPROPRIATE FOR LIBRARY RENOVATION**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $2,386,000, for the purpose of renovating the young adult area at the Needham Public Library, to be expended under the direction of

Draft 2.11.2025

the Permanent Public Building Committee and the Town Manager, and to meet this appropriation that the Treasurer, with the approval of the Select Board, is authorized to borrow said sum under Massachusetts General Law Chapter 44, Section 7; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This article will fund the construction phase of the Young Adult Area redesign. The construction would implement the results of the design phase, which was funded in FY2025. This project will create an expanded and enclosed young adult area on the second floor, which will provide a more appropriate space for Needham's teen population, while supporting other patrons' seeking quiet spaces.*

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**ARTICLE X: APPROPRIATE FOR NEEDHAM HIGH SCHOOL STAIR REPAIR**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $1,040,000, for Needham High School stair repairs, to be expended under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This article will fund the construction phase of the Needham High School stair repair project. This project would include a comprehensive repair of the exterior staircase at the High School, closing gaps between the risers and treads, restoring the structural integrity of the brick railings with new masonry, patching holes and/or spreading new concrete across the apron, and generally restoring the structure to its original specification and safe functionality.*

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**ARTICLE X: NEWMAN SCHOOL THEATRICAL LIGHTING, SOUND, AND RIGGING REPAIRS**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $1,812,820 for the purpose of upgrading the Newman School theatrical lighting, sound and rigging equipment, to be expended under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that the Treasurer, with the approval of the Select Board, is authorized to borrow said sum under Massachusetts General Law Chapter 44, Section 7; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This article will fund repairs at the Newman School Auditorium, including items ranging from electrical safety improvements, updated microphone systems, orchestra inputs, improved speaker system, updated AV inputs, replacement of lighting systems with LED infrastructure, and modernized rigging.*

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Draft 4.1.2025

**ARTICLE X: CENTER AT THE HEIGHTS RENOVATION DESIGN**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $395,000 for Center at the Heights Renovation Design, to be expended under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This article will fund the design of three projects at the Center at the Heights: the expansion of the kitchen, expansion of fitness facilities, and modification of the rear entrance to an accessible entrance way. The kitchen renovation will allow the CATH to produce a higher volume of meals to augment current and future programming for seniors and, if necessary, to support the Traveling Meals program. The fitness room expansion, accomplished by swapping the current fitness room with the existing game room, will allow the CATH to meet current fitness programming and service demand that is not met by the existing set-up. The rear entry modifications will add accessibility features to the doorway most proximate to a majority of handicapped accessible parking spaces.*

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**ARTICLE X: APPROPRIATE FOR PUBLIC WORKS FACILITEIS IMPROVEMENTS/COGSWELL BUILDING**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $19,600,000 for Public Works Facility Improvements/Cogswell Building Expansion, to be expended under the direction of the Permanent Public Building Committee and Town Manager, and to meet this appropriation the Treasurer, with the approval of the Select Board, is authorized to borrow said sum under Massachusetts General Law Chapter 44, Section 7; or take any other action relative thereto

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This article will fund the continued phased plan to upgrade DPW facilities Townwide. This phase includes the construction of a new fleet maintenance facility as an expansion of the Jack Cogswell Building to will house the Fleet Maintenance Division, including fleet storage and the equipment and facilities needed for their daily operations.*

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**ARTICLE X: APPROPRIATE FOR PUBLIC WORKS INFRASTRUCTURE**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $5,069,000 for the Public Works Infrastructure Program, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This request is for the Public Works Infrastructure Program which allows the Department of Public Works to make improvements and repairs to Town infrastructure, including but not limited to roads, bridges, sidewalks, intersections, drains, brooks, and culverts.*

Draft 2.1.2025

*Street Resurfacing*
*The Town aims to resurface 17 lane miles (or 120,000 square yards) per year, either through traditional milling and paving, micro surfacing, or rubber chip seal surface treatments, as appropriate. The cost per lane mile for resurfacing is currently $134,000 or more per lane mile. A basic overlay at 1.5 inches with asphalt berm curb and casting adjustments is $110,000 per lane mile. The cost of micro surfacing treatments and rubber chip seal surfacing treatments are approximately $6.19 per square yard. Target funding for street resurfacing in FY2026 is [amount].*

*Sidewalk Program*
*Contract pricing to reconstruct one mile of asphalt sidewalk with incidental costs is estimated to be $469,500, and contract pricing to install a mile of granite curb with minor drainage improvements and incidental costs is estimated to be $505,190. These costs do not include engineering, design, tree removal and replacement, major drainage improvements, or major public or private property adjustments. Target funding for the sidewalk program in FY2026 is [amount].*

*ADA Ramp Upgrades*
*The Town is mandated by federal law to install new or upgrade existing curb ramps to Americans with Disabilities Act (ADA) standards whenever making a significant alteration to the roadway. On average, a curb ramp upgrade costs $9,000, with some streets having as many as 10-15 ramp locations. These costs include granite curbing, sidewalk rehabilitation of the adjacent area, and incidentals, such as the relocation of existing drainage features. In a typical year the Resurfacing Program's projects impact approximately 50 curb ramps. This funding will be used to ensure compliance with state and federal disability laws and improve access across the Town's sidewalk network. Target funding for the ADA Ramp Upgrades in FY2026 is [amount].*

*Intersection Improvements*
*This request is for improvements at the Central Avenue and Great Plain Avenue intersection. There have been challenges with maintaining an appropriate traffic flow through this intersection since it was constructed in the 1990s, mainly due to property size limitations. There is a historic property on one corner that limits the design. The existing intersection design also does not provide the ideal traffic patterns for multiple modes of transportation. This project would include geometric improvements and a replacement/improvement of the traffic signal system. The new traffic signal system would feature modern technology that is better able to control the flow of traffic through the intersection, reducing traffic back-ups. This request is for the construction phase of the project – the design phase was funded in FY2023. Target funding for Intersection Improvements for FY2026 is [amount.*

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**ARTICLE X: APPROPRIATE FOR QUIET ZONE CONSTRUCTION**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $3,500,000, for the purpose of quiet zone construction, to be expended under the direction of the Town Manager, and to meet this appropriation that the Treasurer, with the approval of the Select Board, is authorized to borrow said sum under Massachusetts General Law Chapter 44, Section 7; or take any other action relative thereto

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This article will fund the construction phase of the Quiet Zone project, involving the installation of Supplemental Safety Measures at five at-grade crossings to establish a Quiet Zone for Needham. Funding for the design phase of this project was approved in FY2025*

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Draft 2 11 2025

**ARTICLE X: APPROPRIATE FOR SEWER ENTERPRISE FUND CASH CAPITAL**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $195,000 for Sewer Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Sewer Enterprise Fund Retained Earnings; or take any other action relative thereto.

| Group | Description | Recommended | Amendment |
|---|---|---|---|
| Sewer | Cook's Bridge Sewer Pump Station Replacement | $195,000 | |
| | | $195,000 | |

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: The existing steel canister-style pump station at Milo's-Cook's Bridge is beyond its designed life cycle. Pump and mechanical failures are leading to emergency shutoffs more frequently, and replacement parts are no longer made in the existing sizes and shapes. The capacity of the pumps and the sewer force main needs to be re-evaluated to determine current flow and system capacity upgrades to handle the current volume of sewage flowing to this location. This article is to fund the design and construction of a new sewer pump station and force main that will be more efficient to operate and require less maintenance.*

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**ARTICLE X: APPROPRIATE FOR INFILTRATION AND INFLOW**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $1,000,000 for the sewer infiltration and infill program, to be spent under the direction of the Town Manager, and to meet this appropriation that [source]; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: This article will fund an Infiltration and Inflow (I/I) conditions assessment, and the development and initial implementation of DPW's mitigation program. The Town of Needham is under Administrative Orders from the DEP to identify and remove I/I in its existing sewer systems. To do so, the Department of Public Works requires the services of an engineering consultant to collect and analyze existing data and I/I mitigation efforts, perform location testing, monitor flows, map and prioritize sections of the wastewater network, and assist with securing supplementary funding from the MWRA.*

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**ARTICLE X: APPROPRIATE FOR WATER ENTERPRISE FUND CASH CAPITAL**

To see if the Town will vote to raise and/or transfer and appropriate the sum of $977,985 for Water Enterprise Fund Cash Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Water Enterprise Fund Retained Earnings; or take any other action relative thereto.

Draft 2.11.2025

| Group | Description | Recommended | Amendment |
|---|---|---|---|
| Water | Charles River Water Treatment Plan HVAC Upgrades | $405,000 | |
| Water | Water Distribution System Improvement Master Plan | $250,000 | |
| Water | Water Distribution System Improvements Design | $49,500 | |
| Water | Water Core Fleet | 273,485 | |
| Total | | $977,985 | |

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

*Charles River Water Treatment Plan HVAC Upgrades*
*This funding will allow for upgrade of the dehumidification systems at the Water Treatment Plant. Future phases will be requested next year to complete these upgrades. The Charles River Water Treatment Plant is over 20 years old. The heating, ventilation, and air conditioning (HVAC) controls are at the end of their useful life. This article will be used to implement the designed options for a dehumidification system and additional electrification of the HVAC systems. The Water Treatment Plant is the second highest user of energy in Town and so any upgrades will include increased energy efficiency modifications.*

*Water Distribution System Improvement Master Plan*
*This article will fund a master plan to study and prioritize potential water distribution system improvements. The existing master plan is outdated and does not reflect current needs, priorities or federal and state regulations. The Town is now obligated to develop and maintain Risk and Resilience Assessments (RRAs) to safeguard public water infrastructure from natural or human-caused hazards such as floods, hurricanes, or contamination event.*

*Water Distribution System Improvements Design*
*This article will fund the design phase of replacing approximately 500 linear feet of 8-inch water main on Mills Road from Sachem Road to Davenport Road and Mayo Avenue from Harris Avenue to Great Plain Avenue.*

*Water Core Fleet*

| | EXISTING | DIVISION | YEAR | REPLACEMENT | AMOUNT |
|---|---|---|---|---|---|
| 160 | Wach Utility | DPW Water | 2013 | Specialty Equipment Trailer | 96,717 |
| 26 | Ford F250 Super Duty XL | DPW Water | 2018 | Work Truck Class 3 | 92,503 |
| 27 | Ford F150 Super Duty XL | DPW Water | 2018 | Pickup (Electric) | 84,265 |

Draft 2-11-2025

**ARTICLE X: APPROPRIATE FOR WATER SERVICE CONNECTIONS**

To see if the Town will vote to raiser and/or transfer and appropriate the sum of $500,000 for the water service connection program to be spent under the direction of the Town Manager and to meet this appropriation that said sum will be transferred from [source]; or take any other action relative thereto.

*Article Information: This request is for funding to develop a plan to document and identify all known and unknown water service pipe materials and their locations, confirm the unknown services through test pit excavation, and remove old lead or plastic service connections wherever they exist, replacing them with new copper service piping. Services identified for replacement could range from supply mains into residential homes just prior to the water meters.*

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**ARTICLE X: RESCIND DEBT AUTHORIZATIONS**

To see if the Town will vote to rescind the authorization to borrow, which was approved at a prior Town Meeting, where the purpose of the borrowing is no longer required nor necessary:

[INSERT TABLE]

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: When a project is financed by borrowing, the project has been completed or otherwise closed, and the bills have been paid, the balance of the authorization that was not borrowed and not reserved for other project obligations may be rescinded. A Town Meeting vote to rescind prevents the Town from borrowing the amount rescinded and frees up borrowing capacity. In some cases, the full appropriation for a project is not required, due to changes in scope, cost-saving measures, and/or favorable bids.*

## GENERAL & COMMITTEE ARTICLES

**ARTICLE X: AMEND GENERAL BY-LAWS – CONTRACT PROCEDURES**

To see if the Town will vote to amend Section 2.1.3 (Contract Procedures) of the General By-Laws by:

1. Deleting the line that reads "Purchase of oil and fuel . . . . . 5" and inserting in its place "Purchase of energy resources, electricity, fuel, propane and natural gas, and oil . . . . . 5"; and

2. Deleting the line that reads "Software License and/or Maintenance Agreements . . . 10" and inserting in its place "Software license, maintenance and/or hosting agreements . . . 10";

or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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Draft 4.1.2025

**ARTICLE X: AMEND GENERAL BY-LAWS – REVOLVING FUNDS**

To see if the Town will vote to amend Section 2.2.7.5.7 - Immunization Program Revolving Fund by deleting the section in its entirety and inserting in place thereof the following:

"2.2.7.5.7 Clinical Services Program Revolving Fund

Fund Name There shall be a separate fund called the Clinical Services Program Revolving Fund authorized for use by the Health and Human Services Department.

Revenues The Town accountant shall establish the Clinical Services Program Revolving Fund as a separate account and credit to the fund all of the program receipts charged and received by the Health and Human Services Department in connection with the immunization, vaccination, disease testing, and other clinical programs.

Purposes and Expenditures During each fiscal year, the Health and Human Services Department may incur liabilities against and spend monies from the Clinical Services Program Revolving Fund for costs associated with immunization, vaccination medical countermeasure distribution, disease testing, and other clinical programs, as well as educational programs and public information efforts in support of those services.

Fiscal Years The Immunization Program Revolving Fund shall operate for fiscal years that begin on or after July 1, 2017."

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: ACCEPT M.G.L. c.59, §5 CLAUSES TWENTY-SECOND I AND TWENTY-SECOND J**

To see if the Town will vote to accept the provisions of M.G.L. c.59, §5 clause Twenty-second I, to allow abatements granted to those qualifying pursuant to clause Twenty-second, Twenty-second A, Twenty-second B, Twenty-second C, Twenty-second E or Twenty-second F to be increased annually by an amount equal to the increase in the cost of living as determined by the Consumer Price Index for such year; and to accept the provisions of M.G.L. c.59, §5 clause Twenty-second J and to grant an additional exemption of [_____] per cent to those qualifying for an exemption pursuant to clause Twenty-second, Twenty-second A, Twenty-second B, Twenty-second C, Twenty-second E or Twenty-second F; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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Draft 2.11.2025

**ARTICLE X: INCREASE CONTRIBUTORY RETIREMENT COLA ALLOWANCE**

To see if the Town will vote to increase the maximum base upon which the retiree cost of living (COLA) is calculated from $16,000 per year to $18,000 per year in accordance with Chapter 32, Section 103(j) and Section 19 of Chapter 188 of the Acts of 2010; or take any other action relative thereto.

INSERTED BY: Retirement Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: The purpose of this article is to increase the base amount upon which the retiree Cost-of-Living Adjustment is paid. MGL, Chapter 32, Section 103(j) and Section 19 of Chapter 188 of the Acts of 2010 allows a Contributory Retirement Board, with the approval of Town Meeting, to increase the base amount upon which the Cost-of-Living adjustment paid to retirees is calculated. An increase of the base from $12,000 to $14,000 was approved at the 2015 Annual Town Meeting, and an increase from $14,000 to $16,000 was approved at the 2022 Annual Town Meeting. If approved, this article would increase the maximum COLA a retiree can receive from $480 per year to $540 per year even if their pension exceeds $18,000. The decision to grant a COLA and at what amount is made annually by vote of the Needham Contributory Retirement Board and, absent legislative action, is capped at 3% per year.*

INSERTED BY: Retirement Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

## TOWN RESERVE ARTICLES

**ARTICLE X: APPROPRIATE TO ATHLETIC FACILITY IMPROVEMENT FUND**

To see if the Town will vote to raise, and/or transfer and appropriate the sum of $23,725 to the Athletic Facility Improvement Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. Town Meeting by majority vote may appropriate into the fund and by a two-thirds vote appropriate from the fund. The 2012 Annual Town Meeting approved the creation of the Athletic Facility Improvement Fund to set aside capital funds for renovation and reconstruction of the Town's athletic facilities and associated structures, particularly at Memorial Park and DeFazio Park. The balance in the fund as of June 30, 2024 was $1,202,393.*

Draft 2.11.2025

**ARTICLE X: APPROPRIATE TO CAPITAL FACILITY FUND**

To see if the Town will vote to raise, and/or transfer and appropriate the sum of $380,000 to the Capital Facility Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, and to meet this appropriation that said sum be transferred from Free Cash; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information: Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. The 2004 Annual Town Meeting under Article 58 approved the creation of Capital Improvement Stabilization Fund for the purpose of setting aside funds for time-sensitive and critical capital items at times when ordinary funding sources are limited or not available. This fund was repurposed and redesigned as the Capital Equipment Fund (CEF) under Article 14 of the October 21, 2024 Special Town Meeting. The purpose of the CEF is to allow the Town to reserve funds to use for capital equipment when ordinary funding sources are unavailable, but when purchases should not be delayed. Use of the monies in the Fund may only be approved by Town Meeting appropriation. Over time, as the fund grows and is supported, it will be one of the tools in the overall financial plan of the Town. Maintaining and supporting such funds is looked upon favorably by the credit rating industry. The balance in the fund as of June 30, 2024 was $2,120,562.*

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**ARTICLE X: APPROPRIATE DEBT SERVICE STABILIZATION FUND**

To see if the Town will vote to raise and/or transfer and appropriate a sum to the Debt Service Stabilization Fund as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, and to meet this appropriation that [source]; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT: Recommendation to be made at Town Meeting

*Article Information: Massachusetts General Law Chapter 40, Section 5B, allows the Town to create one or more stabilization funds for different purposes. A stabilization fund is a special reserve fund into which monies may be appropriated and reserved for later appropriation for any lawful municipal purpose. Monies accumulated in a stabilization fund carry forward from one fiscal year to another. Interest earned from the investment of monies in the stabilization fund remains with that fund. Town Meeting by majority vote may appropriate into the fund and by a two-thirds vote appropriate from the fund. The Debt Service Stabilization Fund (DSSF) was approved under Article 14 of the November 2, 2015 Special Town Meeting. The intent of this fund is to set aside funds to be available, when necessary, to pay certain debt obligations. This fund is intended to be part of the Town's overall planning strategy for addressing capital facility needs, particularly over the next five years. The fund provides added flexibility to maintain the Town's capital investment strategy by smoothing out the impact of debt payments in years when the debt level is higher than is typically recommended. The fund may also be beneficial at times when interest rates are higher than expected. The fund is designed to ensure that monies are not depleted in a single year, and that the amount available for appropriation is known before the budget year begins. The amount appropriated into the Fund will stay with the fund and will be used to manage the Town's reliance on debt. The balance in the fund as of June 30, 2024 $2,376,992.*

Draft 2.11.2025

## CITIZENS PETITIONS

**ARTICLE X: CITIZENS' PETITION – LEAF BLOWERS**

To see if the Town will vote to amend the General By-laws by:

1. Adding a new Section 3.14 to read as follows:

**Section 3.14 LEAF BLOWER CONTROL**

**3.14.1 Purpose.** The reduction of noise caused by gas-powered leaf blowers is the primary purpose of this Leaf Blower Control By-law. Reduction of air pollution due to combustion of gasoline and oil-based fuels is a secondary benefit.

**3.14.2 Definitions.**

"Leaf Blower"- Any powered machine used to blow leaves, dirt, and other debris by forced air for landscape maintenance, including cleaning of downspouts and gutters.

"Gas-powered leaf blower" – A leaf blower powered by gas or gas and oil.

"Electric-powered leaf blower" – A leaf blower powered by attaching a cord to an electricity source or rechargeable batteries.

"Commercial landscaper" – A person or entity that receives compensation to utilize landscaping equipment on another's property.

"Resident" – The legal owner of record of real property operating on their own property; tenants operating on the property for which they hold a lease; and condominium associations operating on condominium property.

"Property Manager" shall mean any tenant in possession or person or entity in control of real property, including, but not limited to, a condominium association.

"Town" shall mean the Town of Needham, Massachusetts.

**3.14.3 Limitations on Use.**

a. Effective January 1, 2026, the use of gas-powered leaf blowers is prohibited between May 15 and September 30. This prohibition applies to commercial landscapers, residents and property managers. Electric-powered leaf blowers may be operated during this time.

b. The provisions of this bylaw shall not apply to the Department of Public Works or its agents performing work on Town property.

**3.14.4 Penalties and Enforcement**.

a. The Director of Health and Human Services and any designated agent within the Public Health Division shall be responsible for enforcing this bylaw. The Public Health Division may take notice

Draft 2.11.2025

of any date- and time-stamped photo or video submitted by a Needham resident, accompanied by a sworn statement attesting to the authenticity of such photo or video, showing a violation of this bylaw.

b. Non-criminal dispositions as provided for in Section 8.2.2 shall be assessed against the owner of the property on which the violation occurs.

**3.14.5 Regulations.**

a. The Director of Public Works shall have the authority to waive temporarily any of the limitations on the use of Leaf Blowers set forth in this bylaw in order to aid in emergency operations or clean-up associated with storms. In the event of issuing a temporary waiver, the Director of Public Works shall post a notice on the Town of Needham's internet home page and make other good faith efforts to notify the public.

**3.14.6 Severability**.

Each separate provision of this section shall be deemed independent of all other provisions herein, and if any provision of this section be declared to be invalid by the Attorney General or a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

2. Inserting in the table contained in Section 8.2.2 (Non-Criminal Disposition), in appropriate numerical order, a new row to read as follows:

| | | | | |
|---|---|---|---|---|
| 3.14_ | Leaf Blower Control | Warning – 1st Offense<br><br>$100 – each subsequent | Per Offense | Director of Health and Human Services or Designee |

INSERTED BY: David Rudolph, et. al.
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

---

**ARTICLE X: CITIZENS' PETITION – NUCLEAR DISARMAMENT**

Moved, that Town Meeting adopt the following Resolution, or take any other action in relation thereto:

WHEREAS, the May, 2019 Needham Town Meeting passed an article calling upon our federal leaders and our nation to make nuclear disarmament the centerpiece of U.S. national security policy and to implement the national "Back from the Brink" platform, which calls on our federal leaders to work toward the goal of signing the Treaty on the Prohibition of Nuclear Weapons and to take immediate steps to prevent nuclear war by actively pursuing a verifiable agreement among nuclear-armed states to eliminate their nuclear arsenals, renouncing the option of using nuclear weapons first, ending the President's sole, unchecked authority to launch a nuclear attack, taking U.S. nuclear weapons off hair-trigger alert, and canceling the plan to replace its entire arsenal with enhanced weapons; and

Draft 2.1.2025

WHEREAS, there are now specific bills filed in the Massachusetts Senate and the U.S House of Representatives that make the same proposals as the article passed by the May, 2019 Needham Town Meeting; and

WHEREAS, nuclear war would directly kill hundreds of millions of people and cause unimaginable environmental damage; and

WHEREAS, there is a high probability that a nuclear war would lead to catastrophic climate disruption dropping temperatures across the planet to levels not seen since the last ice age, thus resulting in the starvation of the vast majority of the human race, quite possibly leading to our extinction and the extinction of multiple other species; and

WHEREAS, even the use of a tiny fraction of the more than 12,000 weapons currently in existence would cause worldwide climate disruption and global famine; e.g., as few as a 100 Hiroshima-sized bombs (small by modem standards) would put at least 5 million tons of soot into the upper atmosphere and cause climate disruption across the planet, decimating food production and putting 2 billion people at risk of starvation; and

WHEREAS, despite the notion that these arsenals exist solely to guarantee they will never be used, on multiple occasions nuclear-armed states have proceeded to the brink of using these weapons, and their use was narrowly averted; and

WHEREAS, the Russian invasion of Ukraine, the repeated threats to use nuclear weapons and Communist China's plans to increase its arsenal have dramatically increased the danger of nuclear war; and
WHEREAS, although it is the federal government and not the state or municipal governments which have jurisdiction over matters relating to nuclear weapons, it has been shown that local policies can lead the way to important and necessary changes at the federal level and even internationally; and

WHEREAS, the Commonwealth of Massachusetts played a leading role in ending the nuclear arms race with the Soviet Union in the 1980s, by adopting a Nuclear Freeze resolution and encouraging other states to follow our example; and

WHEREAS, over 40 years later it is not a "freeze" of nuclear weapons that is needed to save the Commonwealth, and the world, from the unthinkable catastrophe of a nuclear war or a nuclear accident but the complete elimination of these weapons_, in line with the Treaty on the Prohibition of Nuclear Weapons, which entered into force as international law on January 22, 2021; and

WHEREAS, Twenty other cities and towns in Massachusetts, the legislatures of California and Oregon, the Maine State Senate, the New Jersey Assembly, and the Rhode Island Assembly and Senate have passed resolutions similar to Needham's to take action to protect their citizens from the existential threat of nuclear war.

Be it RESOLVED, that Needham Town Meeting urges our State Senator, Rebecca Rausch and our State Representative, Josh Tarsky, to cosponsor Senate Resolution [SD. 669] (number to be replaced with permanent # to be assigned in February), which states that it shall henceforth be the policy of the General Court of the Commonwealth of Massachusetts to pursue whatever measures may be found necessary and appropriate to protect the citizens of the Commonwealth from the existential threat posed by nuclear weapons and to contribute in whatever ways it can, as a Commonwealth, towards the total elimination of these weapons from all countries, in line with the Treaty on the Prohibition of Nuclear Weapons. Resolution [SD. 669] urges all Massachusetts members of the House of Representatives to co-sponsor [the bill which will soon be filed by Massachusetts Congressman Jim McGovern in place of last session's H.Res. 77] (

Draft 2.1.2025

words in brackets to be replaced by new bill # after it has been filed), which calls upon the United States federal government to adopt the policy provisions of the "Back from the Brink" platform. [Resolution SD. 669] also calls on the US Senators from Massachusetts to introduce a companion resolution in the United States Senate; and

Be it further RESOLVED that Needham Town Meeting urges our representative in the US House, Jake Auchincloss, to cosponsor [Congressman McGovern's bill to be filed in place of last session's H.Res. 77,] and

Be it further RESOLVED that copies of this article be transmitted by the Needham Town Clerk with a request for reply to our state senator and state representative, to our US Representative and Senators, the President and Vice President of the United States, the Speaker and Minority Leader of the United States House of Representatives, the Majority and Minority Leaders of the United States Senate, and the Governor of the Commonwealth.

INSERTED BY: Joseph McCabe, et. al.
FINANCE COMMITTEE RECOMMENDS THAT:

*Article Information:*

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**ARTICLE X: OMNIBUS**

To see if the Town will vote to raise by taxation, transfer from available funds, by borrowing or otherwise, such sums as may be necessary for all or any of the purposes mentioned in the foregoing articles, especially to act upon all appropriations asked for or proposed by the Select Board, or any Town officer or committee, to appoint such committees as may be decided upon and to take action upon matters which may properly come before the meeting; or take any other action relative thereto.

INSERTED BY: Select Board

Draft 2.11.2025

And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least fourteen (14) days before said meeting.

Hereof fail not and make due return of this warrant with your doings thereon unto our Town Clerk on or after said day and hour.

Given into our hands at Needham aforesaid this 11th day of February 2025.

_____
Kevin Keane, Chair

_____
Heidi Frail, Vice Chair

_____
Catherine Dowd, Clerk

_____
Marianne Cooley, Member

_____
Joshua Levy, Member

**SELECT BOARD OF NEEDHAM**

A TRUE COPY
Attest:
Constable:

Draft 2.11.2025

Primary Sponsor:

Name Joyce Nordblom
Address 143 Highgate St.
I certify that I am a registered voter in the Town of Needham.
Signature Joyce C. Nordblom

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD
2025 FEB 3 A 11:44

In accordance with M.G.L. c. 39 section 10, the written requests of registered voters for insertion of subjects in town meeting warrants shall not be valid unless the required number of registered voters not only sign their names but also state their residence, with street and number, if any. The Selectmen shall submit such written requests to the Town Clerk/Registrars of Voters who shall check and forthwith certify the number of signatures so checked and certified shall be counted.

For an annual town meeting, a citizens' petition requires the certified signatures of ten or more registered voters. For a special town meeting, the signatures of 100 registered voters are required. The Selectmen shall call a special town meeting upon request, in writing, of two hundred registered voters or by four percent of the total number of registered voters, whichever number is lesser.

The deadline for submission of a petition for the Annual Town Meeting is the first Monday in February, in accordance with Section 1.15 of the General By-laws of the Town of Needham. The deadline for submission of a petition for a special town meeting will be determined by the Board of Selectmen, and will generally be the date that the warrant is closed.

Note: If properly certified, the text of the proposed citizens' petition will appear in the warrant exactly as presented. The Board of Selectmen, as the Warrant Committee, reserves the right to include a summary of the Board's understanding of the intent of the article along with the petition itself. The name of the primary sponsor will appear in the warrant.

**Text of Citizens' Petition (Continue on other side or attach sheets as necessary)**

To see if the Town will vote to amend the General By-laws by:

1. Adding a new Section 3.14 to read as follows:

**Section 3.14_ LEAF BLOWER CONTROL**

**3.14.1 Purpose.** The reduction of noise caused by gas-powered leaf blowers is the primary purpose of this Leaf Blower Control By-law. Reduction of air pollution due to combustion of gasoline and oil-based fuels is a secondary benefit.

**3.14.2 Definitions.**

"Leaf Blower"- Any powered machine used to blow leaves, dirt, and other debris by forced air for landscape maintenance, including cleaning of downspouts and gutters.

"Gas-powered leaf blower" – A leaf blower powered by gas or gas and oil.

"Electric-powered leaf blower" – A leaf blower powered by attaching a cord to an electricity source or rechargeable batteries.

"Commercial landscaper" – A person or entity that receives compensation to utilize landscaping equipment on another's property.

"Resident" – The legal owner of record of real property operating on their own property; tenants operating on the property for which they hold a lease; and condominium associations operating on condominium property.

"Property Manager" shall mean any tenant in possession or person or entity in control of real property, including, but not limited to, a condominium association.

"Town" shall mean the Town of Needham, Massachusetts.

**3.14.3 Limitations on Use.**

a. Effective January 1, 2026, the use of gas-powered leaf blowers is prohibited between May 15 and September 30. This prohibition applies to commercial landscapers, residents and property managers. Electric-powered leaf blowers may be operated during this time.

b. The provisions of this bylaw shall not apply to the Department of Public Works or its agents performing work on Town property.

**3.14.4 Penalties and Enforcement.**

a. The Director of Health and Human Services and any designated agent within the Public Health Division shall be responsible for enforcing this bylaw. The Public Health Division may take notice of any date- and time-stamped photo or video submitted by a Needham resident, accompanied by a sworn statement attesting to the authenticity of such photo or video, showing a violation of this bylaw.

b. Non-criminal dispositions as provided for in Section 8.2.2 shall be assessed against the owner of the property on which the violation occurs.

**3.14.5 Regulations.**

a. The Director of Public Works shall have the authority to waive temporarily any of the limitations on the use of Leaf Blowers set forth in this bylaw in order to aid in emergency operations or clean-up associated with storms. In the event of issuing a temporary waiver, the Director of Public Works shall post a notice on the Town of Needham's internet home page and make other good faith efforts to notify the public.

**3.14.6 Severability.**

Each separate provision of this section shall be deemed independent of all other provisions herein, and if any provision of this section be declared to be invalid by the Attorney General or a court of competent jurisdiction, the remaining provisions of this section shall remain valid and enforceable.

2. Inserting in the table contained in Section 8.2.2 (Non-Criminal Disposition), in appropriate numerical order, a new row to read as follows:

| | | | |
|---|---|---|---|
| 3.14_ Leaf Blower Control | Warning – 1st Offense<br><br>$100 – each subsequent | Per Offense | Director of Health and Human Services or Designee |

Town of Needham
Citizens' Petition for Warrant Article

| 1. Signatures to be made in person with the name substantially as registered | NOW LIVING AT (street & number, if any) | Residence on January 1, 20__ If different (Street & number, if any |
|---|---|---|
| Brian Kennedy | 23 WAYNE ROAD | |
| Sharon Gerson | 23 Wayne Rd. | |
| Marvin Bergovitz | 23 WAYNE RD. | |
| Susan Epstein | 31 Newell Ave | |
| Michael Epstein | 31 Newell Ave | |
| [illegible] | 64 Avon Cir. | |
| [illegible] | 79 Sunnyside Rd | |
| [illegible] | 60 WAYNE RD | |
| [illegible] | 60 Wayne Rd | |
| [illegible] | 35 Wayne Rd | |
| James Mavor | 33 Gilbert RD | |
| Trina D Novak | 33 Gilbert RD | |
| [illegible] | 172 Lindbergh Ave | |
| Lori Hall | 172 Lindbergh Ave | |
| Maria Mauro | 16 WALNUT ST. | |
| Lynn Keefe | 16 Walnut St. | |
| Michael Mauro | 384 WEBSTER ST. | |
| Kathryn Ruiz | 84 Wildwood Dr. | |
| Gregory Ruiz | 84 Wildwood Dr. | |

Registrars of Voters check thus against the name of each qualified Voter to be certified
For names not certified, use the code opposite:

N – no such registered voter at that address
S – unable to identify signature or address as that of voter. because of form or signature or address or illegible
T – signed too many petitions.

CERTIFICATION OF SIGNATURES

We certify that the _____ above Signatures checked thus are names of qualified voters of this town.

Town

Registrars of Voters

Town of Needham
Citizens' Petition for Warrant Article

| 1. Signatures to be made in person with the name substantially as registered | NOW LIVING AT (street & number, if any) | Residence on January 1, 20__ If different (Street & number, if any |
|---|---|---|
| Marion Ammon | 25 Fairfield ST | |
| Ewald Hay | 66 WAYNE RD | |
| Betty Willard | 14 Walnut St | |
| Della M. Allshouse | 6 Ardmore Rd | |

Registrars of Voters check thus against the name of each qualified Voter to be certified
For names not certified, use the code opposite:

N – no such registered voter at that address
S – unable to identify signature or address as that of voter. because of form or signature or address or illegible
T – signed too many petitions.

CERTIFICATION OF SIGNATURES

We certify that the _____ above Signatures checked thus are names of qualified voters of this town.

_____
Town

_____
_____
_____
_____
Registrars of Voters

**Town of Needham**
**Citizens' Petition for Warrant Article**

RECEIVED
TOWN OF NEEDHAM
SELECT BOARD
2025 FEB -3 P 12:10

Town Meeting for Which Petition is requested: May 5, 2025

Primary Sponsor:

Name Joseph McCabe
Address 93 Garden Street Needham 02492
I certify that I am a registered voter in the Town of Needham.
Signature Joseph McCabe

In accordance with M.G.L. c. 39 Section 10, the written requests of registered voters for insertion of subjects in town meeting warrants shall not be valid unless the required number of registered voters not only sign their names but also state their residence, with street and number, if any. The Selectmen shall submit such written requests to the Town Clerk/Registrars of Voters who shall check and forthwith certify the number of signatures so checked and certified shall be counted.

For an annual town meeting, a citizens' petition requires the certified signatures of ten or more registered voters. For a special town meeting, the signatures of 100 registered voters are required. The Selectmen shall call a special town meeting upon request, in writing, of two hundred registered voters or by four percent of the total number of registered voters, whichever number is lesser.

The deadline for submission of a petition for the Annual Town Meeting is the first Monday in February, in accordance with Section 1.15 of the General By-laws of the Town of Needham. The deadline for submission of a petition for a special town meeting will be determined by the Board of Selectmen, and will generally be the date that the warrant is closed.

Note: If properly certified, the text of the proposed citizens' petition will appear in the warrant exactly as presented. The Board of Selectmen, as the Warrant Committee, reserves the right to include a summary of the Board's understanding of the intent of the article along with the petition itself. The name of the primary sponsor will appear in the warrant.

**Text of Citizens' Petition (Continue on other side or attach sheets as necessary)**

RESOLUTION TO
TAKE FOLLOW-UP
ACTION ON THE MAY,
2019 NEEDHAM
TOWN MEETING'S
CALL FOR THE
UNITED STATES TO
"PULL BACK FROM
THE BRINK" AND
PREVENT NUCLEAR
WAR—AN
EXISTENTIAL THREAT
TO THE FUTURE OF
HUMANITY AND THE
PLANET

**RESOLUTION TO TAKE FOLLOW-UP ACTION ON THE MAY, 2019 NEEDHAM TOWN MEETING'S CALL FOR THE UNITED STATES TO "PULL BACK FROM THE BRINK" AND PREVENT NUCLEAR WAR—AN EXISTENTIAL THREAT TO THE FUTURE OF HUMANITY AND THE PLANET**

Principal Petitioner:
Joseph McCabe (Town Meeting member, Precinct F)
93 Garden Street, Needham, MA 02492, 617-943-3261,
chaimmccabe@gmail.com

Moved, that Town Meeting adopt the following Resolution, or take any other action in relation thereto:

WHEREAS, the May, 2019 Needham Town Meeting passed an article calling upon our federal leaders and our nation to make nuclear disarmament the centerpiece of U.S. national security policy and to implement the national "Back from the Brink" platform, which calls on our federal leaders to work toward the goal of signing the Treaty on the Prohibition of Nuclear Weapons and to take immediate steps to prevent nuclear war by actively pursuing a verifiable agreement among nuclear-armed states to eliminate their nuclear arsenals, renouncing the option of using nuclear weapons first, ending the President's sole, unchecked authority to launch a nuclear attack, taking U.S. nuclear weapons off hair-trigger alert, and canceling the plan to replace its entire arsenal with enhanced weapons; and

WHEREAS, there are now specific bills filed in the Massachusetts Senate and the U.S House of Representatives that make the same

proposals as the article passed by the May, 2019 Needham Town Meeting; and

WHEREAS, nuclear war would directly kill hundreds of millions of people and cause unimaginable environmental damage; and

WHEREAS, there is a high probability that a nuclear war would lead to catastrophic climate disruption dropping temperatures across the planet to levels not seen since the last ice age, thus resulting in the starvation of the vast majority of the human race, quite possibly leading to our extinction and the extinction of multiple other species; and

WHEREAS, even the use of a tiny fraction of the more than 12,000 weapons currently in existence would cause worldwide climate disruption and global famine; e.g., as few as a 100 Hiroshima-sized bombs (small by modern standards) would put at least 5 million tons of soot into the upper atmosphere and cause climate disruption across the planet, decimating food production and putting 2 billion people at risk of starvation; and

WHEREAS, despite the notion that these arsenals exist solely to guarantee they will never be used, on multiple occasions nuclear-armed states have proceeded to the brink of using these weapons, and their use was narrowly averted; and

WHEREAS, the Russian invasion of Ukraine, the repeated threats to use nuclear weapons and Communist China's plans to increase its arsenal have dramatically increased the danger of nuclear war; and

WHEREAS, although it is the federal government and not the state or municipal governments which have jurisdiction over matters relating to

nuclear weapons, it has been shown that local policies can lead the way to important and necessary changes at the federal level and even internationally; and

WHEREAS, the Commonwealth of Massachusetts played a leading role in ending the nuclear arms race with the Soviet Union in the 1980s, by adopting a Nuclear Freeze resolution and encouraging other states to follow our example; and

WHEREAS, over 40 years later it is not a "freeze" of nuclear weapons that is needed to save the Commonwealth, and the world, from the unthinkable catastrophe of a nuclear war or a nuclear accident, but the complete elimination of these weapons, in line with the Treaty on the Prohibition of Nuclear Weapons, which entered into force as international law on January 22, 2021; and

WHEREAS, Twenty other cities and towns in Massachusetts, the legislatures of California and Oregon, the Maine State Senate, the New Jersey Assembly, and the Rhode Island Assembly and Senate have passed resolutions similar to Needham's to take action to protect their citizens from the existential threat of nuclear war.

Be it RESOLVED, that Needham Town Meeting urges our State Senator, Rebecca Rausch and our State Representative, Josh Tarsky, to cosponsor Senate Resolution [SD. 669] (number to be replaced with permanent # to be assigned in February), which states that it shall henceforth be the policy of the General Court of the Commonwealth of Massachusetts to pursue whatever measures may be found necessary and appropriate to protect the citizens of the Commonwealth from the

existential threat posed by nuclear weapons and to contribute in whatever ways it can, as a Commonwealth, towards the total elimination of these weapons from all countries, in line with the Treaty on the Prohibition of Nuclear Weapons. Resolution [SD. 669] urges all Massachusetts members of the House of Representatives to co-sponsor [the bill which will soon be filed by Massachusetts Congressman Jim McGovern in place of last session's H.Res. 77] (words in brackets to be replaced by new bill # after it has been filed), which calls upon the United States federal government to adopt the policy provisions of the "Back from the Brink" platform. [Resolution SD. 669] also calls on the US Senators from Massachusetts to introduce a companion resolution in the United States Senate; and

Be it further RESOLVED that Needham Town Meeting urges our representative in the US House, Jake Auchincloss, to cosponsor [Congressman McGovern's bill to be filed in place of last session's H.Res.77,] and

Be it further RESOLVED that copies of this article be transmitted by the Needham Town Clerk with a request for reply to our state senator and state representative, to our US Representative and Senators, the President and Vice President of the United States, the Speaker and Minority Leader of the United States House of Representatives, the Majority and Minority Leaders of the United States Senate, and the Governor of the Commonwealth.

**Town of Needham**
**Citizens' Petition for Warrant Article:**
**Resolution to take follow-up action on the May, 2019 Town Meeting's call for the United States to "pull back from the brink" and prevent nuclear war-an existential threat to the future of humanity and the planet**

| Signatures to be made in person with the name substantially as registered | NOW LIVING AT (street & number, if any) | Residence on January 1, 2024 If different (Street & number) |
|---|---|---|
| Ruth Miller | 865 Central Ave. Apt. G405 | |
| Lois Sockol | 611 Greendale Ave | |
| [illegible] | 3 Rosemary St | |
| [illegible] | 11 Livingston Ct Needham MA 02492 | |
| Susan M. Alderman | 93 Garden St. Needham MA 02492 | |

Registrars of Voters check thus against the name of each qualified Voter to be certified
For names not certified, use the code opposite:

N – no such registered voter at that address
S – unable to identify signature or address as that of voter because of form or signature or address or illegible
T – signed too many petitions.

CERTIFICATION OF SIGNATURES

We certify that the _____ above Signatures checked thus are names of qualified voters of this town.

_____
Town

_____
_____
_____
_____
Registrars of Voters

**Town of Needham**
**Citizens' Petition for Warrant Article:**
**Resolution to take follow-up action on the May, 2019 Town Meeting's call for the United States to "pull back from the brink" and prevent nuclear war-an existential threat to the future of humanity and the planet**

| Signatures to be made in person with the name substantially as registered | NOW LIVING AT (street & number, if any) | Residence on January 1, 2024 If different (Street & number) |
|---|---|---|
| Linda R. Dawson | 244 Grand Plain Ave. | |
| Ginger Newcombe | 22 Perrault Rd. | |
| Barbara Kidge | 83 Fair Oaks Pk. | |
| Gail Lehman | 83 Pickering St, Apt 205 | |
| Jenny Cicala | 293 Brookline St. | |
| Jacqueline Byers | 13 Nichols Rd. | |
| Susanne Smart | 25 Mayo Ave. | |
| (Rhonda M Reeder | 21A Business Terrace, Boston 02136) | BOSTON |
| Robert Smart | 25 Mayo Ave. | |
| Carol Alper | 245 Brookline St | |
| Jim Alper | 94 Warren | |
| Lucy Schaffl | 115 Fair Oaks Park | |
| Jonathan Tholl | 140 Warren St. Apt. 2 | tholl.jonathan@yahoo.com |

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Registrars of Voters check thus against the name of each qualified Voter to be certified
For names not certified, use the code opposite:

N – no such registered voter at that address

S – unable to identify signature or address as that of voter because of form or signature or address or illegible

T – signed too many petitions.

---

CERTIFICATION OF SIGNATURES

We certify that the _____ above Signatures checked thus are names of qualified voters of this town.

_____
Town

_____
_____
_____
_____
Registrars of Voters

---

**Town of Needham**
**Citizens' Petition for Warrant Article:**
**Resolution to take follow-up action on the May, 2019 Town Meeting's call for the United States to "pull back from the brink" and prevent nuclear war-an existential threat to the future of humanity and the planet**

| Signatures to be made in person with the name substantially as registered | NOW LIVING AT (street & number, if any) | Residence on January 1, 2024 If different (Street & number) |
|---|---|---|
| Ann Barnet | 18 Glenwood Rd | Needham MA |
| Eileen Rosellini | 1091 Greendale Ave | Needham MA 02492 |
| David Sklar | 89 Parish Rd | Needham MA 02494 |
| Flora Bates | 94 Warren St | Needham 02492 |

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Town

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_____
Registrars of Voters

**Town of Needham**
**Citizens' Petition for Warrant Article:**
**Resolution to take follow-up action on the May, 2019 Town Meeting's call for the United States to "pull back from the brink" and prevent nuclear war-an existential threat to the future of humanity and the planet**

| Signatures to be made in person with the name substantially as registered | NOW LIVING AT (street & number, if any) | Residence on January 1, 2024 If different (Street & number) |
|---|---|---|
| Nanette F. Eckert | 865 Central Ave, APT N504 | |
| Eric Brandon | 865 Central Ave | |
| Georgia Liang | 865 Central Ave. APT. H508 | |
| [illegible] | 865 Central Ave #N602 | |
| [illegible] | 865 Central Ave. #N502 | |
| [illegible] | 865 Central Ave #N508 | |
| [illegible] | 865 Central Ave L-506 | |
| [illegible] | 865 Central Ave. A503 | |
| [illegible] | 865 central ave D408 | |
| [illegible] | 865 Central Ave A314 | |
| [illegible] | 865 Central Ave #306 | |
| [illegible] | 865 Central Ave. Apt. C303 | |
| [illegible] | 865 Central Ave. Apt I 310 | |

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Town

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Registrars of Voters

**Town of Needham**
**Citizens' Petition for Warrant Article:**
**Resolution to take follow-up action on the May, 2019 Town Meeting's call for the United States to "pull back from the brink" and prevent nuclear war-an existential threat to the future of humanity and the planet**

| Signatures to be made in person with the name substantially as registered | NOW LIVING AT (street & number, if any) | Residence on January 1, 2024 If different (Street & number) |
|---|---|---|
| Martha J. Grundy | 865 Central Ave. | |
| Pat Worry | " | |
| Dorothy Crawford | " | |
| Joseph Speziale | 865 CENTRAL AVE - APT. L-307 | |
| Sandra Y. Levine | 865 Central Ave, Apt E110 | Needham, MA 02492 |
| Lucille Rosenfeld | 865 Central Ave | Apt 414 |
| Jack Rosenfeld | 865 Central Ave | Needham, MA |
| Barbara Rosen | 865 Central Ave E202 | Needham MA 02492 |

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Town

_____
Registrars of Voters

**Town of Needham**
**Citizens' Petition for Warrant Article:**
**Resolution to take follow-up action on the May, 2019 Town Meeting's call for the United States to "pull back from the brink" and prevent nuclear war-an existential threat to the future of humanity and the planet**

| Signatures to be made in person with the name substantially as registered | NOW LIVING AT (street & number, if any) | Residence on January 1, 2024 If different (Street & number) |
|---|---|---|
| William B. King | 865 Central Ave H501 | (Same) |
| Daryl Lipson | 865 Central Ave E209 | |
| Joanne Montyka | 865 Central Ave | |
| Linda C. Kenerson | B-407 Wellcrest | |
| Gloria B Saunders | J-504 865 Central Ave | |
| Deborah D. Grannon | I-211 " " " | |
| Daniel Fesler | 865 Central Ave I-201 | Same |
| Paul Fetchko | 865 Central Ave | |
| Walter Jackson | N 508 Main Hill | |
| [illegible] | 1282 North Hill | |

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Town

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Registrars of Voters

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

**MEETING DATE: 2/11/2025**

| | |
|---|---|
| **Agenda Item** | Stephen Palmer Development Review Committee |
| **Presenter(s)** | Kate Fitzpatrick, Town Manager |

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

The October 21, 2024 Special Town Meeting appropriated funding for a consultant to evaluate the potential redevelopment of the Stephen Palmer Building.

The Town Manager will recommend that the Board appoint a committee to help facilitate this work.

| | |
|---|---|
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |

N/A – Discussion Only

| | |
|---|---|
| **3.** | **BACK UP INFORMATION ATTACHED** |

a. Draft Committee Charge and Composition – Stephen Palmer Development Review Committee

# Town of Needham
# Stephen Palmer Development Review Committee Charge

| | |
|---|---|
| Type: | Ad hoc |
| Legal Reference: | Select Board Goals |
| Appointing Authority: | Select Board |
| Number of Voting Members: | Nine (9) |
| Term of Appointment | Three (3) Years |
| Special Municipal Employee | Yes* |
| Staff Support | Planning & Community Development Staff |

**Composition:** Nine (9) voting members:

- One (1) member or designee of the Select Board*
- One (1) member of the School Committee
- One (1) member or designee of the Planning Board
- One (1) member or designee of the Finance Committee
- One (1) member or a designee of the Council on Aging
- One (1) member or a designee of the Park & Recreation Commission
- Three (3) members at large, at least one of whom has experience in housing development and one of whom has experience in real estate development (ideally with public land development and/or public private partnerships)

**Purpose:**

The Stephen Palmer building is a former public elementary school constructed in 1914 that currently houses 28 apartments. The Town entered into a fifty-year ground lease with the developer and sold the building to the developer. Upon expiration of the lease on May 2, 2027 the property and any and all improvements revert to the Town.

The Committee, with the consultant, will engage the Needham community to envision the future of this site. The Committee will provide feedback to the consultant hired by the Town to make recommendations to the Town as to the options for reuse of the site.

**Charge:**

In conjunction with the selected development planning consultant, the Committee will:

- Engage the community and all relevant stakeholders in a robust citizen participation process to envision the future of the property. With the support of municipal staff, the Committee shall meet with the Consultant on a monthly basis plus at least two public hearings at which the Consultant will present its findings and seek public input.

- Work with the development planning consultant and staff to establish the exact scope of the Existing Conditions Assessment (structure and architectural analysis, code analysis, legal issues, etc.) and the implications of razing or renovating the building relative costs, limitations on uses, etc.)
- Based on the Existing Conditions Assessment and community input, work with the consultant to develop and explore three land use scenarios in terms of relative costs and benefits, opportunities and constraints, impacts on the neighborhood and town, and feasibility and timeliness of each scenario.
- Provide guidance to the consultant in developing implementation strategies including exploring the viability of different development entities, disposition mechanisms (sale, lease, joint, etc.) and potential funding sources including grant programs and public private partnership options.
- Provide guidance to the consultant in developing recommendations to the Select Board.

Charge Adopted: February 25, 2025 Charge Revised:
SME Status Voted: February 25, 2025

* Regular municipal employees serving on the Committee remain regular municipal employees, even though the committee members are designated as special municipal employees

DRAFT

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

**MEETING DATE: 2/11/2025**

| | |
|---|---|
| **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: 2/11/2025**

| | |
|---|---|
| **Agenda Item** | Tree Preservation Planning Committee Recommended Appointment |
| **Presenter(s)** | Board Discussion |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |
| The Board will discuss the recommended appointment of Oscar Mertz to serve on the Tree Preservation Planning Committee. Mr. Mertz was recommended by the Large House Review Study Committee to serve as its representative on the Tree Preservation Planning Committee | |
| **2.** | **VOTE REQUIRED BY SELECT BOARD** |
| Suggested Motion: That the Board vote to appoint/not appoint Oscar Mertz as the Large House Study Group representative to the Tree Preservation Planning Committee for a term to expire on June 30, 2026. | |
| **3.** | **BACK UP INFORMATION ATTACHED** |
| a. Tree Preservation Planning Committee Charge and Composition | |

# Town of Needham
# Tree Preservation Planning Committee

**COMMITTEE CHARGE**

| | |
|---|---|
| Type: | Ad Hoc |
| Legal Reference: | Select Board Goals |
| Appointing Authority: | Select Board |
| Number of Voting Members: | A Maximum of Eleven (11) |
| Term of Appointment | Two (2) years |
| Special Municipal Employee | Yes |
| Staff Support | Town Manager/Designee, Director of Public Works/Designee |

| Members | Seat | Year Appointed | Term Expiration |
|---|---|---|---|
| Heidi Frail | Member of the Select Board | 2024 | 2026 |
| Clary Coutu | Member of the Conservation Commission | 2024 | 2026 |
| Artie Crocker | Member of the Planning Board | 2024 | 2026 |
| Fred Moder | Member of the Climate Action Committee | 2024 | 2026 |
| Joshua Levy | Member of the Stormwater By-Law Working Group | 2024 | 2026 |
| | Member of the Large House Review Study Committee | | 2026 |
| Nick Tatar | Local Builder | 2025 | 2026 |
| Curt Petrini | Local Developer | 2025 | 2026 |
| Erica Bond | Landscape Architect, Master Gardener, or Resident At-Large Having Experience in Landscape Design to the Extent Practicable | 2025 | 2026 |
| Erica Hitchings | Resident At-Large | 2025 | 2026 |
| Andrew Bobenski | Resident At-Large | 2024 | 2026 |

**Composition:** Eleven (11) voting members:

- One (1) current Select Board Member*
- One (1) current Conservation Commission Member
- One (1) current Planning Board Member
- One (1) current Climate Action Committee Member
- One (1) current Stormwater Bylaw Working Group Member*
- One (1) current Large House Review Working Group Member*
- One (1) local builder
- One (1) local developer
- One (1) landscape architect, master gardener, or resident at-large having experience in landscape design to the extent practicable
- Two (2) residents at large

*An appointed individual who is also a member of one of these groups may represent both groups.

**Purpose:**
The Tree Preservation Planning Committee will review options for preserving the Town's tree canopy (both public and private) and make recommendations for action to the Select Board.

**Charge:** The TPPC shall:

1) Host a public listening session early in the Committee's work to solicit general thoughts, ideas, questions and concerns from members of the Needham community regarding tree preservation.
2) Review the Town Manager's working group draft goals for tree preservation and recommend changes as appropriate.
3) Review tree preservation strategies in similarly situated communities.
4) Gather feedback from stakeholders including homeowners, developers, builders and members of boards and committees.
5) Investigate funding sources for tree preservation including grants, fees, and Community Preservation funding.
6) Evaluate and recommend changes to rules, regulations, polices and by-laws to implement tree preservation strategies.
7) Investigate available data on the existence and removal of public and private trees.
8) Develop metrics for tracking tree preservation progress.
9) Develop strategies for raising community awareness about the importance of trees.
10) Identify and report to the Select Board priority tree preservation strategies that could be undertaken prior to the comprehensive plan being finalized or that would have to be advanced in a timely manner for consideration in the Town budget process, Annual Town Meeting, or Special Town Meeting by June 15, 2025.
11) Develop and present a report to the Select Board on tree preservation strategies for private and public trees.

**Charge Adopted:** October 22, 2024 **Charge Revised:** January 7, 2025
**SME Status Voted:** October 22, 2024

* Regular municipal employees serving on the Committee remain regular municipal employees, even though the committee members are designated as special municipal employees

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

**MEETING DATE: 2/11/2025**

| | |
|---|---|
| **Agenda Item** | Future Select Board Goals |
| **Presenter(s)** | Board Discussion |

| | |
|---|---|
| **1.** | **BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED** |
| The Board will discuss potential future initiatives to add to the Select Board goals. | |
| **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: 2/11/2025**

| | |
|---|---|
| **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: 2/11/2025**

| | |
|---|---|
| **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**
**Special Meeting**
**Minutes for Tuesday, January 21, 2025**
**Select Board Chambers and**
**Via Zoom**
**https://us02web.zoom.us/j/89068374046**

6:00 p.m. Call to Order:
A Special 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.

6:02 p.m. Public Comment Period:

Zachary Wallack, 36 Wilshire Park, expressed his support for the Select Board to schedule a Special Town Meeting on February 24, 2025, following the recent Special Election. He commented that any attempt by the Select Board to support an increase in the Base Compliance Plan would be contrary to the will of the voters. Mr. Wallack emphasized that any effort to delay a vote on the Base Compliance Plan until May would be contrary to the expectations of the voters. He concluded by stating that the Base Compliance Plan already has near unanimous support from Town Meeting and that swiftly holding a Special Town Meeting would assist in healing the division of the Town.

Nathan Levin, 39 Lantern Lane, emphasized the need for the Town to endorse the Base Compliance Plan by holding a Special Town Meeting on February 24, 2025. He urged the Select Board to adopt this date. He concluded that to do otherwise would exacerbate the existing divisiveness.

Barbara MacDonald, 147 Pickering Street, expressed her support for a Special Town Meeting on February 24, 2025.

Catherine Spalding, 143 Lindbergh Ave, commented that delaying the vote on the Base Compliance Plan holds many risks, including potential loss of funding and increasing division that has created an atmosphere of anxiety.

Ed Saraiva, 34 Brackett Street, expressed that while he is not opposed to more housing in Town, he believes the Select Board should advance the vote on the Base Compliance Plan as soon as possible.

Gary Ajamian, 47 Meetinghouse Circle, expressed his concern about the division that this issue has caused in the Town. He urged the Select Board to schedule a Special Town Meeting on February 24, 2025. He emphasized that delaying this

vote until May Town Meeting may put the Town at risk against the compliance deadline, potential legal action, and potential loss of funding.

6:13 p.m. Town Manager Search – Approve Position Statement:
Presenter: Bernie Lynch, Community Paradigm Associates, LLC, Tatiana Swanson, Director of Human Resources

Mr. Lynch reviewed the process thus far regarding the Town Manager search process. Mr. Lynch and Ms. Swanson recommended that the Board vote to approve the Town Manager Search Position Statement and move forward with the job posting. Board members discussed the position statement and expressed their appreciation for the thorough and comprehensive nature of the writing process.

**Motion by Ms. Dowd that the Board vote to approve the Town Manager Search Position Statement.**
**Second: Ms. Cooley. Unanimously approved 5-0.**

6:16 p.m. Joint Meeting with Town Manager Screening Committee:
Presenters: Town Manager Screening Committee, Bernie Lynch, Community Paradigm Associates, LLC

The Board conducted a joint meeting with the Town Manager Screening Committee to discuss the Committee's charge, planned work, and timeline. Town Manager Screening Committee members introduced themselves:

- Rita Vogel, Chair, Human Resources Advisory Committee
- Anna Giraldo-Kerr, former Library Trustee, Town Meeting Member
- Paul Alpert, Planning Board Representative
- Carol Fachetti, Chair, Finance Committee
- Heidi Frail, Vice Chair, Select Board
- Kevin Keane, Chair, Select Board

Elizabeth Lee, Chair, School Committee is also a member of the Town Manager Screening Committee, but was not in attendance.

Mr. Lynch provided an overview of the process and the role of the Screening Committee. He noted that there is an increase in turnover in Town Manager positions, and the field is very driven by geography. The position will be posted with the Massachusetts Municipal Association and the International City/County Management Association. The search will be nationwide, but most candidates will likely be from Massachusetts. Mr. Lynch emphasized that his team will make efforts to expand the search actively to include underrepresented groups, including women and people of color, in order to bring in as diverse and as large a group as possible. Discussion ensued regarding the next steps in the process:

- Resumes will be sent out to the Town Manager Screening Committee on February 14 or 15, 2025.

- Candidates will be tiered into three categories: qualified candidates, unqualified candidates, and candidates who may not have met all the criteria but should be considered. In this step, the team will aim to select 5 to 7 candidates.
- The Screening Committee will meet during the week of February 17, 2025 to review resumes. The goal will be to review resumes by the first week of March, conduct background checks, and present final candidates to the Select Board by mid-March.

Mr. Lynch outlined that the interviews will focus on candidates' careers up to this point, leadership style, financial management experience, personnel and management experiences, economic and community development, citizen and community engagement, and how they plan to become members of the community at-large. The goal of the Selection Committee is to present three candidates to the Select Board following this interview process. By law, the Selection Committee is required to present at least two candidates to the Select Board, at which point the process becomes public. Mr. Lynch noted that he anticipates March 18, 2025 to be the date that the final candidates are forwarded to the Select Board.

6:48 p.m. Appointment Calendar and Consent Agenda:
**Motion by Ms. Cooley that the Board vote to approve the Appointment Calendar and Consent Agenda.**
**Second: Ms. Dowd. Unanimously approved 5-0.**

**APPOINTMENT CALENDAR**

| | | |
|---|---|---|
| 1. | Nick Tatar | Tree Preservation Planning Committee<br>Term Exp: 6/30/2026 |
| 2. | Curt Petrini | Tree Preservation Planning Committee<br>Term Exp: 6/30/2026 |
| 3. | Erica Hitchings | Tree Preservation Planning Committee<br>Term Exp: 6/30/2026 |
| 4. | Erica Bond | Tree Preservation Planning Committee<br>Term Exp: 6/30/2026 |

**CONSENT AGENDA**

| | |
|---|---|
| 1. | Approve Open Session Minutes of December 3, 2024 and December 17, 2024 |
| 2. | Sign Renewal Certification for 2025 Alcohol Licenses |
| 3. | Approve updated name, charge, and composition for the Needham Center Project Working Group (to be renamed Envision Needham Center Working Group). |
| 4. | In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager, adopt a revised classification and compensation plan (Schedule A) for FY2025. |
| 5. | Approve Human Resources Policy #109 Recruitment and Selection of Firefighters |

| | |
|---|---|
| 6. | Approve Human Resources Policy #110 Promotion of Deputy Chief of Police & Chief of Police (Policy Numbering Change Only) |
| 7. | Approve the following donation to the Needham Fire Department:<br>• $250 grant from the Fidelity Charitable Donor-Advised Fund made at the recommendation of the Dinneen Family Charitable Fund |
| 8. | Approve the following donation to the Needham Health Division:<br>• $500 from Karen Walker for Needham's Domestic Violence Action program |
| 9. | Approve the following donations to the Needham Free Public Library:<br>• $100,000 from Anonymous<br>• $500 via Morgan Stanley Gift Fund<br>• $250 from Ellen & Michael Knizeski<br>• $45 from Florence Weener<br>• $32.50 from Nancy Present-Van Broekhoven<br>• $40 from Alexander Cullen<br>• $120 from Hillary Hanson Bruel<br>• $18 from Joyslin Bain |
| 10. | Amend the final ARPA budget allocation to reflect a change order for the Stormwater and Water Supply Upgrade line item (Benington Street Water/Stormwater Project final sidewalk restoration) in the amount of $4,813.30. |

**NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES**

| Hosting Organization | Event Title | Location | Event Date |
|---|---|---|---|
| Yes for Needham | Yes for Needham Gathering | Needham History Center<br>1147 Central Avenue | 1/14/2025 |

6:48 p.m. MBTA Communities Act Zoning Action Plan:
Presenters: Katie King, Deputy Town Manager, Kate Fitzpatrick, Town Manager

Ms. Fitzpatrick presented to the Board that on January 14, 2025, the Executive Office of Housing and Livable Communities (EOHLC) issued emergency regulations on multi-family zoning requirements for MBTA Communities. Also on January 14, Needham voters repealed the Multi-Family Overlay District Zoning adopted at the October 21, 2024 Special Town Meeting. EOHLC has confirmed ~~the~~ that Needham will be included in the category of "Commuter rail community that has not submitted a district compliance application by December 31, 2024." As such, Ms. Fitzpatrick reported that Needham can achieve interim compliance status by filing an action plan by February 13 and a compliant application (with approved zoning) by July 14, 2025. Ms. Fitzpatrick and Ms. King recommended that the Town immediately submit an action plan for interim compliance to the Executive Office of Housing and Livable Communities, which shall consist of advancing the Base Compliance Plan to the 2025 Annual Town Meeting in May. Ms. King noted that EOHLC will consider Needham to be in compliance once the Town submits

the action plan and the State reviews and is satisfied with it. This will eliminate the risk of loss of funds.

Discussion ensued regarding the most effective and efficient next steps. Mr. Levy read a prepared statement providing a summary of events related to the Special Election thus far and called for the Select Board to hold a Special Town Meeting as soon as possible to ask that the Base Compliance Plan be enacted by Town Meeting. He also suggested that the Select Board conduct a review to develop specific practices of good governance in order to prevent similar controversies in the future. Ms. Dowd expressed that at this point, the only reasonable path forward is to go with the Base Compliance Plan, as it has already been accepted by Town Meeting and EOHLC has accepted it. Ms. Frail agreed that submitting the Base Compliance Plan by February 13, 2025 ensures that the Town is in compliance, and she does not see the need to schedule a Special Town Meeting given that submitting this plan ensures compliance. Ms. Cooley emphasized that no one is contesting the outcome of the election and expressed her support for ensuring compliance by February 13, 2025 and adoption by Annual Town Meeting in May. She further noted that calling a Special Town Meeting on relatively short notice may result in lower attendance, and that Town Meeting Members will be more likely to attend the Annual Town Meeting. Chair Keane also expressed his support for the Base Compliance Plan and the need for the Town to move methodically and steadily through the remainder of the process. Further discussion ensued regarding the timing of the vote. Mr. Levy raised again the concern that this issue will continue to build anxiety until the Annual Town Meeting. Other Board members agreed that publicly committing to the Base Compliance should be reassuring to the community and work towards healing any division.

**Motion by Ms. Cooley that the Select Board support the submission of an action plan for interim compliance to the Executive Office of Housing and Livable Communities, which shall consist of advancing the Base Compliance Plan to the 2025 Annual Town Meeting.**
**Second: Ms. Frail. Unanimously approved 5-0.**

7:14 p.m. Board Discussion:

Ms. Frail reported that she attended the Chinese Friends of Needham Lunar New Year Celebration as well as the Martin Luther King Jr. Day Celebration hosted by Needham Diversity Initiative.

7:16 p.m. Adjourn:
**Motion by Ms. Dowd that the Select Board vote to adjourn the Select Board Special Meeting of Tuesday, January 21, 2025.**
**Second: Mr. Levy. 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 28, 2025, at 6:00 p.m.

A video recording of the January 21, 2025 Select Board Special Meeting can be found at https://www.youtube.com/watch?v=Df1grtyU-KI&ab_channel=TownofNeedhamMA or at https://www.needhamchannel.org/2025/01/needham-select-board-1-21-25/.

**Town of Needham**
**Water Sewer Billing System**
**Abatement Form**

FROM: DEPARTMENT OF PUBLIC WORKS
TO: TOWN TREASURER AND COLLECTOR
CC: TOWN ACCOUNTANT

WHEREAS the approporate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer, stormwater revenue and

WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hearby requested that you abate these particular account(s) in the amount(s) stated below.

| | |
|---|---|
| Water Sales: | -$36.55 |
| Water Irrigation: | -$417.15 |
| Water Admin Fees: | $0.00 |
| Sewer Sales: | -$84.86 |
| Stormwater Fees: | $0.00 |
| Transfer Station Charges: | $0.00 |
| Total Abatement: | -$538.56 |

Order #: 1336

Read and Approved:

Michael J. Rothwell — Date

Superintendent of Water, Sewer, and Drains

Shu L Mk

Director of Public Works

~~Town Manager~~
Select Board Chair — Date

**Town of Needham**
**Water Sewer Billing**
**Abatement Form**

| Customer Name | Customer ID # | Location ID # | Street # | Street Name | Domestic Water | Sewer | Irrigation Water | Stormwater | Total | Reason Code | Prepared By: |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Rene Hernandez | 31071 | 13486 | 25 | Stockdale Rd | -$36.55 | -$84.86 | $3.24 | $0.00 | -$118.17 | MRE | KW |
| David Duehren | 21981 | 7744 | 171 | Paul Revere Rd | $0.00 | $0.00 | -$420.39 | $0.00 | -$420.39 | EC | KW |
| | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | KW |
| | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | KW |
| | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | KW |
| | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | KW |
| | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | KW |
| | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | KW |
| | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | KW |
| | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | KW |
| | | | | | **-$36.55** | **-$84.86** | **-$417.15** | **$0.00** | **-$538.56** | | |

ALSO, LET THIS SERVE AS AUTHORIZATION TO ABATE ANY PENALTY OR INTEREST WHICH HAS ACCRUED DUE TO THE NON-PAYMENT OF AMOUNTS AS STATED ABOVE.

Verified By:

Management Analyst, DPW

TOWN OF NEEDHAM
OFFICE OF THE TOWN CLERK

1471 Highland Avenue, Needham, MA 02492

Louise L. Miller, J.D.
Town Clerk
Registrar of Voters

Tel: 781-455-7500 ext. 216
Email: LMiller@NeedhamMa.gov

February 5, 2025

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

Dear Members of the Select Board:

I request two votes from the Select Board at your next meeting regarding the Annual Town Election taking place on Tuesday April 8, 2025: (1) the assignment of a police detail to each polling location in Needham, of which there are five, and at Town Hall after the polls have closed; (2) early voting hours.

Police Detail at Polling Locations and at Town Hall after Close of Polls

Under Massachusetts General Laws Chapter 54, Section 72, the Select Board, in consultation with its election officers and registrars shall detail a sufficient number of police officers or constables for each building that is a polling place. The purpose of the law is to protect the election officers and supervisors from any interference with their duties and to aid in enforcing election laws. Police officers uphold the election laws and the safety of the workers and voters on election day. There are two shifts on election day staffed by police officers as follows:

1. the morning shift arrives at the Town Clerk's Office at 6:00 AM to pick up both the regular and absentee ballots, the ImageCast Tabulators, and supply cases to take to the polling location.
2. The afternoon shift arrives at each precinct location to relieve the first police officer. After the polls close, that officer brings back to Town Hall the ballots (both used and unused), the ImageCast Tabulator, and the supply case.
3. At 8:00 PM an additional police officer is assigned to staff the Town Hall while election results are tabulated.

Because the selection of police officers who will be working at the polls on election day depends upon their availability just prior to each Election, I would recommend that the Select Board vote to detail one police officers to each polling location and one at Town Hall to be assigned by Police Chief John Schlittler.

I am not requesting police detail during early in-person voting at Town Hall, since I will be on site during all voting hours.

TOWN OF NEEDHAM
OFFICE OF THE TOWN CLERK



Early Voting Hours and Location

Upon recommendation of the Board of Registrars, I request that pursuant to Massachusetts General Laws Chapter 54, Section 25B(c), the following early voting schedule be implemented:

Saturday March 29, 2025: 9:00 AM to 5:00 PM
Monday March 31, 2025- Friday April 4, 2025: Regular business hours

This allows for a separate polling center for early voting, which I will designate as a specific location in Town Hall. In addition, in-person absentee voting will be available as usual from the time that absentee ballots are available until the statutory deadline of 12:00 noon on Monday April 7, 2025 at the Town Clerk's Office.

Addition to Election Warrant

On Wednesday February 5, 2025, I received a signed resignation from a Precinct I Town Meeting member. This position creates a 1-year vacancy in Precinct I. Because the position is being vacated during the period for taking out nomination papers, the position can still be added to the warrant and the vacancy has been added to the list to allow interested Needham voters to be candidates for the 1-year term. Potential new candidates who had pulled papers for Precinct I have also been notified of this additional vacancy. Any person elected would be an incumbent next year when the position is on the warrant for the 3-year term as part of the regular election rotation of Town Meeting members.

Thank you for your consideration. I am happy to answer any questions that you may have.

Louise Miller

Cc: Kate Fitzpatrick, Town Manager
John Schlittler, Police Chief
Board of Registrars
Helen Atkinson, Assistant Town Clerk