

SELECT BOARD AGENDA

Regular Meeting

6:00 p.m. August 13, 2024



Needham Town Hall

Select Board Chambers & Zoom

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

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

Link:

<https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFRJoQT09>

Webinar ID: 826 0101 3229

Passcode: 652800

One tap mobile: [+16469313860](tel:+16469313860).,82601013229#,,, *652800#

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

	6:00	Public Comment Period Residents are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board’s policy on public participation in meetings can be found here .
1.	6:00	Proclamation: 2024 International Overdose Awareness Day
2.	6:00	Needham Branding and Town Seal Committee Logo Recommendation • Kate Fitzpatrick, Town Manager • Amy Haelsen, Director of Communications & Community Engagement • Members of the Needham Branding and Town Seal Committee
3.	6:00	Public Hearing: Eversource Grant of Location – 52 Plymouth Road

		Joanne Callender, Eversource Representative
4.	6:00	Public Hearing: Eversource Grant of Location – 83 Elder Road Joanne Callender, Eversource Representative
5.	6:00	Public Hearing: Eversource Grant of Location – 131 Oxbow Road Joanne Callender, Eversource Representative
6.	6:00	Public Hearing: Removal a Public Shade Tree at 239 Manning Avenue Edward Olsen, Tree Warden/Parks & Forestry Superintendent
7.	6:45	FY2023 Financial Audit - Marcum LLP (Independent Auditors) - Dave Davison, Deputy Town Manager/Director of Finance
8	7:00	Public Hearing: Application for Multiple Amendments to an All-Alcohol License – Blue Restaurant Needham, LLC dba Blue on Highland Thomas Miller, Applicant Counsel
8.	7:15	Public Hearing: Verizon Grant of Location – Lawton Road Alex Marrero, Verizon Representative
9.	7:30	Director of Public Works - Sign Notice of Traffic Regulation – Kearney Road - Sign Notice of Traffic Regulation – George Aggott Road - Sign Notice of Traffic Regulation – West Street
10.	7:45	Town Manager - Town Offices Schedule Shift - National Community Survey - Call for and Open Special Town Meeting Warrant - Downtown Project Working Group - American Rescue Plan Act Funding - Release of Executive Session Minutes - Town Manager Report
11.	8:30	Board Discussion - Proposed MBTA Needham Line Commuter Rail Service Modifications - Select Board Goal Setting FY2025 – 2026 - Town Manager Performance Evaluation - Open Meeting Law Complaint - Committee Reports

APPOINTMENT CALENDAR

1.	Charlene Smith	Needham Council for Arts and Culture Term Exp: 8/13/2027
2.	Jean Klugman	Needham Council for Arts and Culture Term Exp: 8/13/2027
3.	Seona Standard	Needham Council for Arts and Culture Term Exp: 8/13/2027

4.	Tracy Lin	Needham Council for Arts and Culture Term Exp: 8/13/2027
5.	Ronna Perlmutter	Needham Council for Arts and Culture Term Exp: 8/13/2027

CONSENT AGENDA *Supporting Documents in Agenda Packet

1.*	Approve Open Session Minutes of July 30, 2024 and amend Open Session Minutes of June 25, 2024
2.	Approve a request from Maura Holt-Ling, Development Associate of Bikes Not Bombs, Org., to hold the road event “Bikes Not Bombs 37 th Annual Bike-A-Thon” in Needham. The event is scheduled for Sunday, September 8, 2024, starting at 7:45 a.m., with a rain date of Sunday, September 15, 2024. The event and route have been approved by the following departments: Fire, Police, and Public Works
3.	Accept the following donations to Needham Youth & Family Services (YFS): • \$100 from Richard Morin towards the YFS Crisis Donation Fund • \$200 from Christopher Lee Granick towards the YFS Crisis Donation Fund • \$100 from Ronald Ritter towards the YFS Crisis Donation Fund
4.	Accept the following donation made to the Needham Community Revitalization Trust Fund: • \$1500 from the Needham Public Library • \$3850 from William Middleton for the Middleton Bench Project • \$1700 from Mr. & Mrs. Ryan McKee for the Caley Bench Project
5.	Accept the following donation to the Needham Aging Services Division: • From Shawn Reddish, TheraCycle exercise bike (estimated value \$3000)
6.*	Approve 20B Exemption for Ryan Villa to engage in work with the Needham Fire Department
7.*	Amend the Charge and Composition for the Mobility Planning and Coordination Committee

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Cindy Osgood	27 Laurel Drive	Lower Laurel Drive	9/7/24	4pm-8pm	9/8/24
Nicole Foster	38 Mayflower Road	Mayflower Rd between Great Plain Ave & Alden Rd	9/7/24	4pm-8pm	9/8/24
Kate Deeley	61 Kenney Street	Kenney St & Barbara Rd	9/21/21	3pm-11pm	9/22/24



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

MEETING DATE: 8/13/2024

Agenda Item	2024 International Overdose Awareness Day Proclamation
Presenter(s)	

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Board will read the 2024 International Overdose Awareness Day Proclamation, designating August 29 th , 2024 as International Overdose Awareness Day in Needham.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: That the Board vote to approve and sign the 2024 International Overdose Awareness Day Proclamation.
3.	BACK UP INFORMATION ATTACHED
	a. 2024 International Overdose Awareness Day Proclamation

TOWN OF NEEDHAM
2024 INTERNATIONAL OVERDOSE
AWARENESS DAY PROCLAMATION

WHEREAS: International Overdose Awareness Day aims to bring communities together to remember without stigma those who have died from overdose and acknowledge the grief of the family and friends left behind; and

WHEREAS: Observance of this day is an opportunity to raise awareness about the risk of overdose, promote discussion about prevention, and share information about support services; and

WHEREAS: Addiction is a disease that touches families in every community. The epidemic has claimed the lives of thousands of Massachusetts residents and affected countless other family members; and

WHEREAS: Those affected by overdose are our children, our parents, our siblings, and deserve our compassion and support; and

WHEREAS: The Town of Needham, Massachusetts does affirm and acknowledge the pain and hardship caused by drug overdose.

NOW THEREFORE, be it resolved that August 29th, 2024 be declared International Overdose Awareness Day in the Town of Needham.

Signed this thirteenth day of August, 2024

SELECT BOARD



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

MEETING DATE: 8/13/2024

Agenda Item	Needham Branding and Town Seal Committee Logo Recommendation
Presenter(s)	Kate Fitzpatrick, Town Manager Amy Haelsen, Director of Communications & Community Engagement Members of the Needham Branding and Town Seal Committee

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Branding and Town Seal Committee was created to provide input to the Select Board and the Town in the development of a Town brand logo and the quality and appropriateness of the existing Town Seal. The Committee began meeting in the fall of 2023. The Committee has had numerous discussions about the existing Town Seal and options for creating a brand logo to replace the seal in many existing uses. The Committee has worked with consultants and conducted a public survey that generated nearly 1,500 votes. The Committee will recommend a logo option to the Board at the meeting on August 13th. Staff are working with a consultant to develop a style guide to help incorporate the logo into Town operations. Over the next few months, the Committee will be reviewing options for updating the Town Seal, and will make a recommendation to the Board in time for Town Meeting action in May 2025, if the Board so chooses.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve the Town Brand Logo as recommended by the Needham Branding and Town Seal Committee	
3.	BACK UP INFORMATION ATTACHED
a. Final two Town Brand Logo Options	





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

MEETING DATE: 8/13/2024

Agenda Item	Public Hearing: Eversource Grant of Location – 52 Plymouth Road
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately eighteen feet of conduit in Plymouth Road. The reason for this work is to provide service to 52 Plymouth 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.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Select Board approve and sign a petition from Eversource Energy to install approximately eighteen feet of conduit in Plymouth Road.	
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: 7/17/24

REVIEWER: RAN. W.

SITE LOCATION: #52 PLYMOUTH RD.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review tar 7/18/24

B Work Within Paved Road Perpendicular Crossing

Peer Review _____

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

Peer Review _____ Div. Head Review _____

D Other

Peer Review _____ Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☒ Old Pole Removed N/A

☒ Diameter of Conduit 4"

☒ Cables Transferred to New Pole No

☒ Depth of Conduit

☒ New Riser on Pole No

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road

☐ Abutters List Complete

☒ Public Road

☒ Photos Included

☒ Double Pole N/A

Department Head _____

COMMENTS:

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

The application is in order pending a public hearing- tar 7/18/24



180 Calvary Street
Waltham, Ma 02453

July 15, 2024

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Plymouth Road
Needham, MA
W.O.# 17648754

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 18 feet of conduit in Plymouth Road.

The reason for this work is to provide service to #52 Plymouth 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 transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

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

Plymouth Road - Northeasterly from pole 102/9, approximately 703 feet north of Harris Avenue, install approximately 18 feet of conduit.

W.O.# 17648754

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 July 15, 2024 on the file with said petition.
2. Said company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1	_____	
2	_____	
3	_____	
4	_____	
5	_____	

Select Board
the Town of
NEEDHAM

CERTIFICATE

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

1	_____	
2	_____	
3	_____	
4	_____	
5	_____	

Select Board
the Town of
NEEDHAM

CERTIFICATE

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

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

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

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

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

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

**Plymouth Road - Northeasterly from pole 102/9, approximately 703
feet north of Harris Avenue, install approximately
18 feet of conduit.**

W.O.# 17648754

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

By: *Richard M. Schifone*

Richard M. Schifone, Supervisor
Rights & Permits

Dated this 15th day of July 2024

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2024

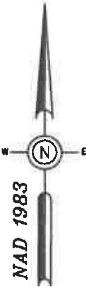
N:\SHARED-nmas-vf02\IMAGE\BASELINS\NEE\NEE-PLYMOUTH.dwg

#63

#57

#51

NAD 1983



APPROX. R.O.W

CONC SW

PLYMOUTH RD

CONC SW

APPROX. R.O.W

EOP

APPROX. 703'±
TO HARRIS AVE

EOP

102/10

CONC SW

102/9

CONC SW

102/8

APPROX. R.O.W

APPROX. R.O.W

APPROX. PT.
OF PICKUP

SECTION - 1



#58

#52

#64

FIGURE - 1

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

THE INFORMATION WAS NOT REPRESENTED A SURVEY, MAY NOT BE THE MOST COMPLETE, AND IS SUBJECT TO CHANGE WITHOUT NOTICE. YOU AGREE TO HOLD NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY, AND ITS AGENTS, AFFILIATES, OFFICES, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") HARMLESS FROM ANY SUCH LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION, OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW.

MASS. LAW

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

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of PLYMOUTH RD

NEEDHAM

Showing PROPOSED CONDUIT LOCATION

Proposed Structures: LM

Approved: K RICE

P#

Scale 1"=20'

Date JULY 15, 2024

1 of 1

1 of 1

TOWN OF NEEDHAM, MASSACHUSETTS

Building Inspection Department

Assessors Map & Parcel Number: MAP 31 PCL 11

Building Permit Number: _____

Zoning District: SRB

Lot Area: 7350 SF

Address: 52 PLYMOUTH ROAD

Owner: _____

Builder: _____

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

Circle One That Applies
40 Scale

Field Resources, Inc.

LAND SURVEYORS

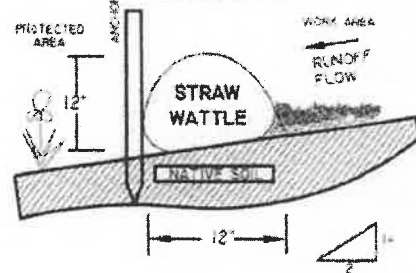
P.O. Box 324 251 Chestnut Street
Milton, MA 01801 Needham, MA 02492
781 444 5936

office@fieldresources.net

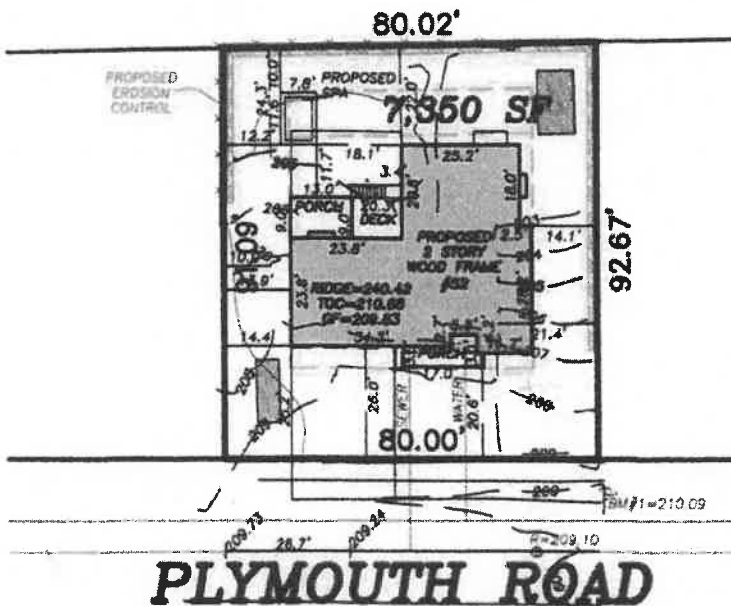
PROPOSED LOT COVERAGE = 24.6%

STRAW WATTLE

SECTION VIEW



098-23



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 & private utilities, including water mains, sewers, drains, gaslines, etc.; driveways, septic systems, wells, Flood Plain and Wetland Areas, lot dimensions, lot size, dimensions of proposed structures, sideline, front and rear offsets and setback distances, (measured to the face of structure) and elevation of top of foundations and garage floor. For new construction, lot coverage, building height calculations, proposed grading and drainage of recharge structures. 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 areas with no public sewer.

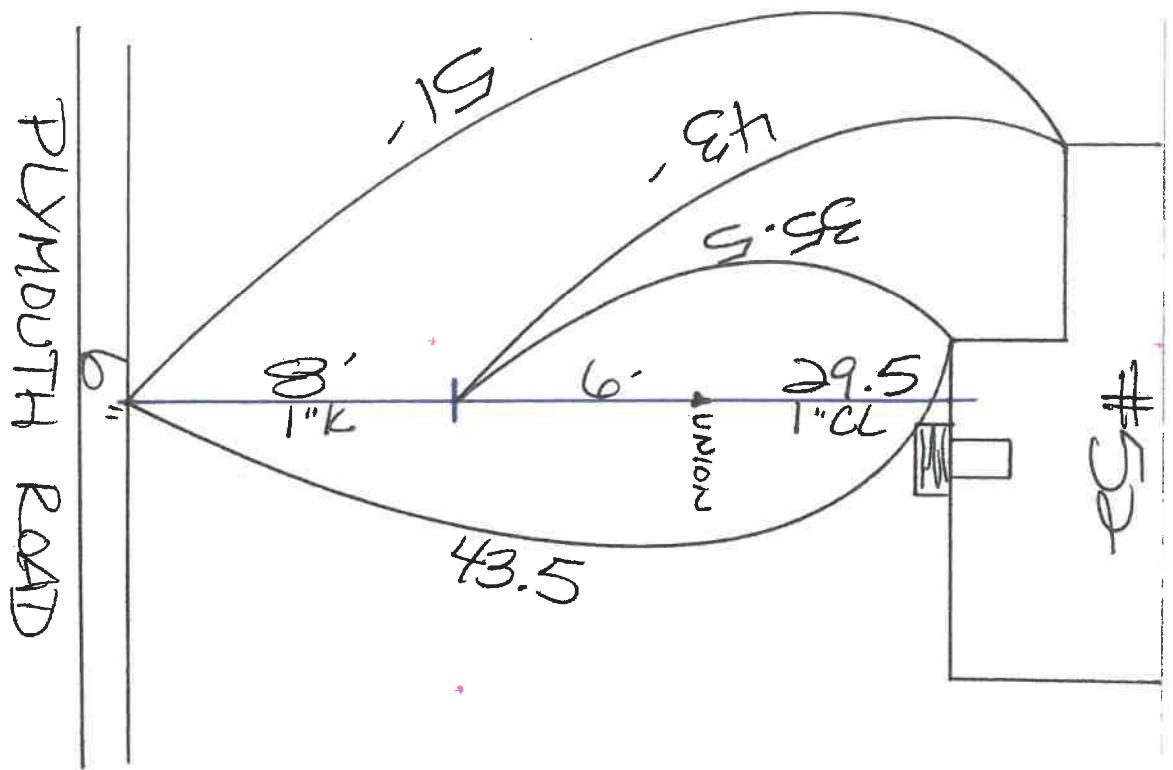
*Accessory structures may require a separate building permit - See Building Code

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 26TH day of JANUARY, 2024.

Name: Bradley J. Simonelli, PLS. #47581
Address: 281 Chestnut Street City: Needham
Approved: _____
Approved: _____

Registered Land Surveyor Date: _____
State: MA Zip: 02492 Phone: 781-444-5936
Director of Public Works: Date: _____
Building Inspector: Date: _____



TOWN OF NEEDHAM

HOUSE CON

3-20-23 THIS CARD IS VOID

NEW HOUSE

NEW CARD IN PROCESSING

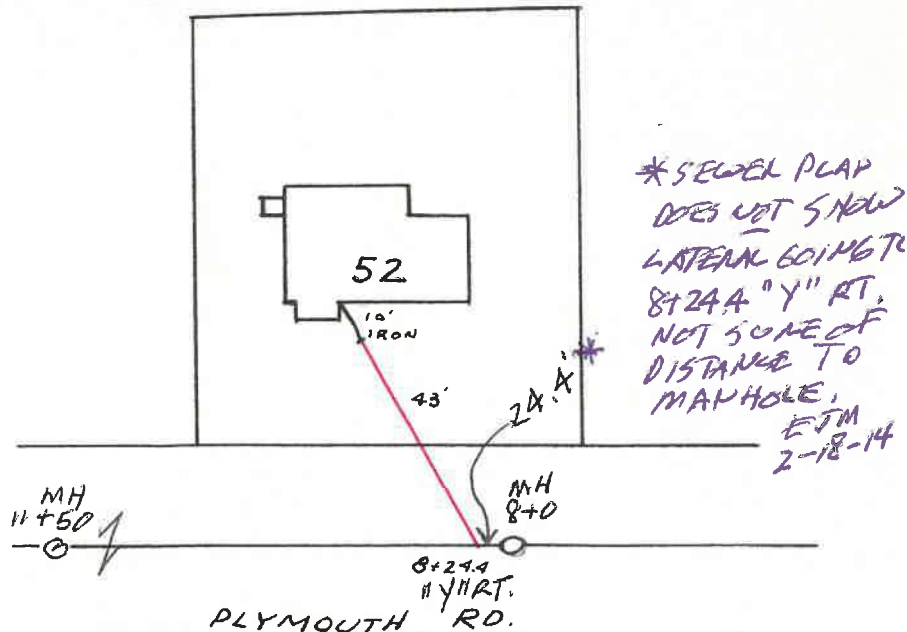
APP. NO. 3466 NO. 52 Plymouth Rd ST. OWNER Francis G. & Dorothy G. (Ornel)

ESTIMATE _____ COST \$221.39 DATE November 1, 1968

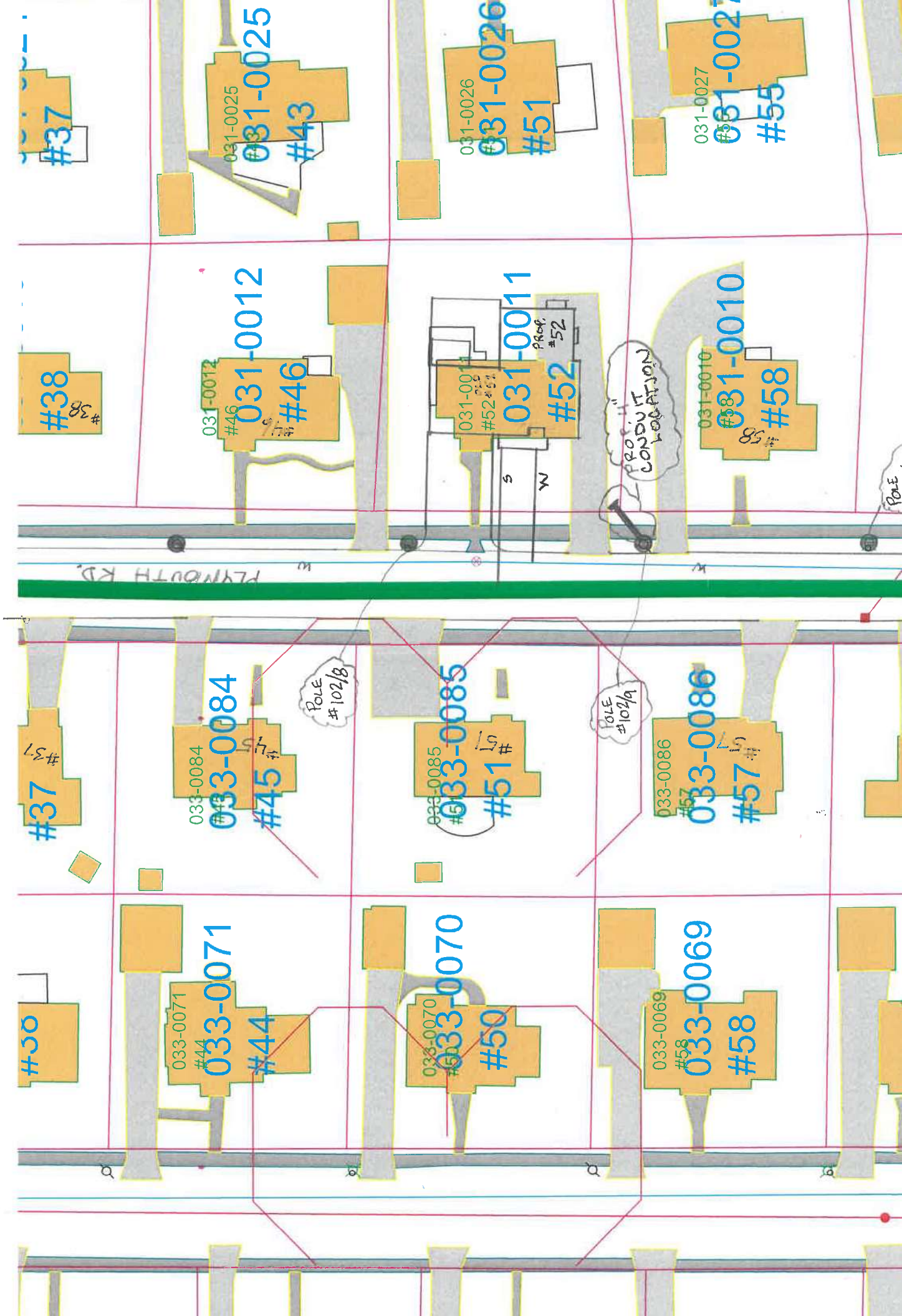
Length to St. Line	20'
St. Line to Bldg.	24'
Total Length	44'
Depth at Main	7'6"
" " St. Line	5'
" " Bldg.	2'
Ave. Depth	
Kind of Soil	Gravel
Ledge	
Depth of Gr. Water	
Work Started	
" Finished	
Plumbing Conn.	

PLAN NO. 68

LOT NO. 16



182







NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on Tuesday, August 13, 2024 in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492 and via Zoom** upon petition of Eversource Energy dated July 15, 2024 to install approximately 18 feet of conduit in Plymouth Road. The reason for this work is to provide service to 52 Plymouth 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://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRfJoQT09>

Passcode: 652800

Webinar ID: 826 0101 3229

Dated: July 17, 2024

52 PLYMOUTH ROAD

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/033.0-0086-0000.0	PILATO, MICHAEL &	HOLGERSON, BROOKE	57 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0011-0000.0	DEON, STEPHEN J., TR &	DEON, MART T., TR	31 ELDON ST	ROSLINDALE	MA	02131-
199/031.0-0026-0000.0	RANDALL, GRETCHEN &	COLLINS, JENNIFER	51 WILSHIRE PK	NEEDHAM	MA	02492-
199/033.0-0085-0000.0	DEVANEY, ROBERT E. &	DEVANEY, JESSICA A	51 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0010-0000.0	RONDINI, BENNA L., TR		58 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0012-0000.0	NG, WEE-SIANG &	OOI, SIAN-HOOI	46 PLYMOUTH RD	NEEDHAM	MA	02492-
199/031.0-0025-0000.0	O'REGAN, THOMAS M.		43 WILSHIRE PK	NEEDHAM	MA	02492-
199/031.0-0027-0000.0	HUGHES, MARCUS J. &	HUGHES, JENNIFER R	55 WILSHIRE PK	NEEDHAM	MA	02492-
199/033.0-0084-0000.0	FENG, DINGSONG &	PU, QINGLIN	45 PLYMOUTH RD	NEEDHAM	MA	02492-



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

MEETING DATE: 8/13/2024

Agenda Item	Public Hearing: Eversource Grant of Location – 83 Elder Road
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately seven feet of conduit in Elder Road. The reason for this work is to provide service to 83 Elder 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.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Select Board approve and sign a petition from Eversource Energy to install approximately seven feet of conduit in Elder Road.	
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: 7/25/24

REVIEWER: R. W. G.

SITE LOCATION: #83 ELDER ROAD

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review _____

B Work Within Paved Road Perpendicular Crossing

Peer Review _____

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

Peer Review _____ Div. Head Review _____

D Other

Peer Review _____ Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☒ Old Pole Removed N/A

☒ Diameter of Conduit 3"

☒ Cables Transferred to New Pole No

☒ Depth of Conduit

☒ New Riser on Pole No

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road

☐ Abutters List Complete

☒ Public Road

☒ Photos Included

☒ Double Pole No

Department Head _____

COMMENTS:

THIS G.O.L. LOOKS GOOD. NO TRENCHING OR RISER ON
POLE AS OF YET.

The submittal is complete pending a public hearing- tar 8/7/24



180 Calvary Street
Waltham, Ma 02453

July 23, 2024

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Elder Road
Needham, MA
W.O.# 17821698

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 7 feet of conduit in Elder Road.

The reason for this work is to provide service to #83 Elder 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 transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

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

Elder Road - Southwesterly from pole 90/9?, approximately 663 feet northwest of Webster Street, install approximately 7 feet of conduit.

W.O.# 17821698

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 July 2, 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	_____	Select Board the Town of NEEDHAM
2	_____	
3	_____	
4	_____	
5	_____	

CERTIFICATE

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

1 _____
2 _____
3 _____
4 _____
5 _____

Select Board
the Town of
NEEDHAM

CERTIFICATE

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

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

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

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

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **K. Rice, dated July 2, 2024,** and filed herewith, under the following public way or ways of said Town:

**Elder Road - Southwesterly from pole 90/9?, approximately 663
feet northwest of Webster Street, install
approximately 7 feet of conduit.**

W.O.# 17821698

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

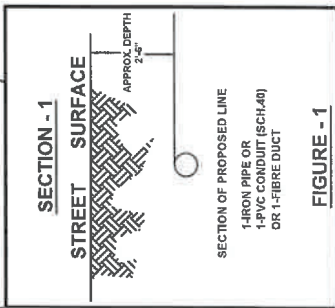
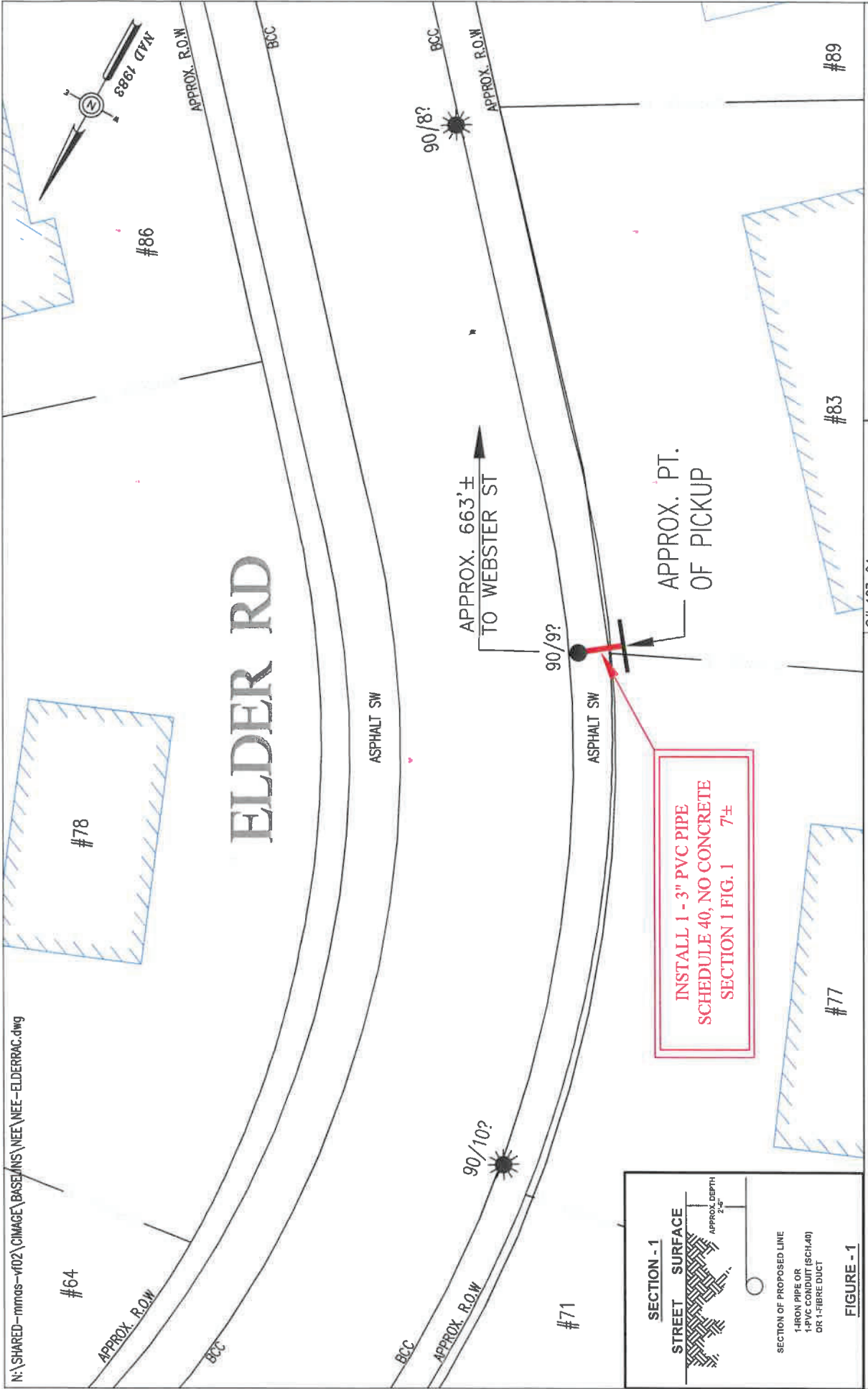
By: *Richard M. Schifone*

Richard M. Schifone, Supervisor
Rights & Permits

Dated this 23rd day of July 2024

Town of **NEEDHAM** Massachusetts

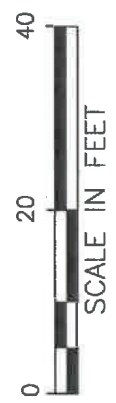
Received and filed _____ 2024



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

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

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



C# 183-24		NSTAR EVERSOURCE ELECTRIC d/b/a	
Ward #		1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Work Order #	17821698	Plan of ELDER RD.	
Surveyed by:	N/A	NEEDHAM	
Research by:	GR	Showing PROPOSED CONDUIT LOCATION	
Plotted by:	LM		
Proposed Structures:	LM		
Approved:	K RICE	Scale 1"=20'	
P#		SHEET 1 of 1	
		Date JULY 2, 2024	

TOWN OF NEEDHAM, MASSACHUSETTS

Building Inspection Department

Assessors Map & Parcel Number: MAP 86 PCL 67

Building Permit Number: _____

Zoning District: SRB

Lot Area: 13,106 SF

Address: 83 ELDER ROAD

Owner: _____

Builder: _____

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

Circle One That Applies
40 Scale

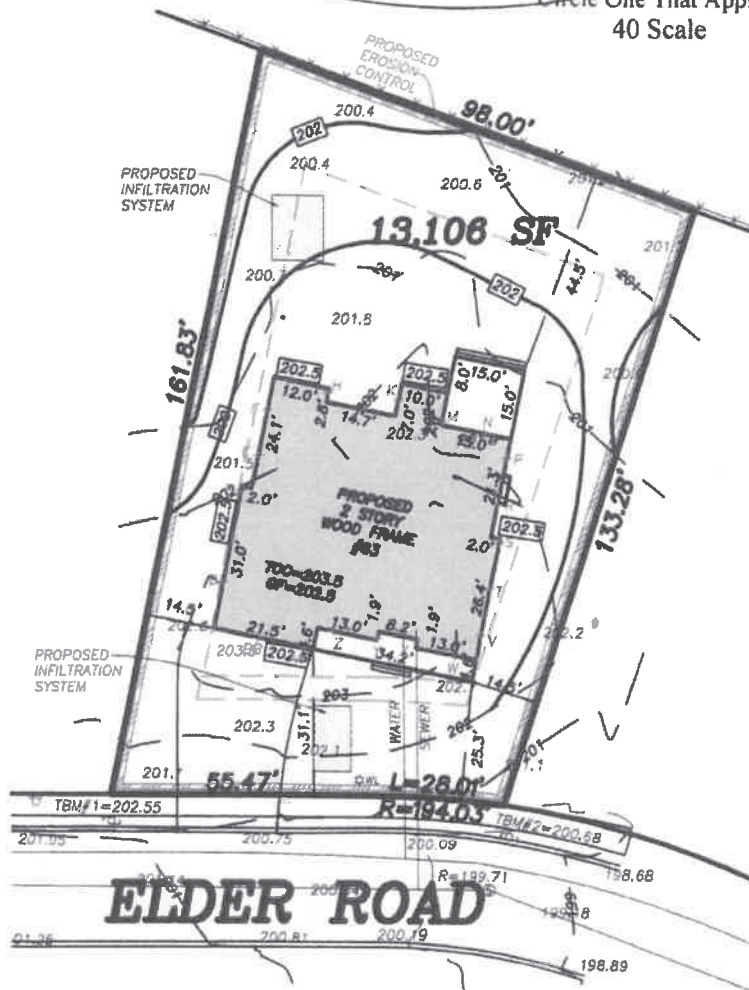
Field Resources, Inc.

LAND SURVEYORS

P.O. Box 324 281 Chestnut Street
Auburn, MA 01501 Needham, MA 02492
781 444 5936

office@fieldresources.net

PROPOSED LOT COVERAGE = 21.1%



102-23

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 & private utilities, including water mains, sewers, drains, gaslines, etc.; driveways, septic systems, wells, Flood Plain and Wetland Areas, lot dimensions, lot size, dimensions of proposed structures, sideline, front and rear offsets and setback distances, (measured to the face of structure) and elevation of top of foundations and garage floor. For new construction, lot coverage, building height calculations, proposed grading and drainage of recharge structures. 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 areas with no public sewer.

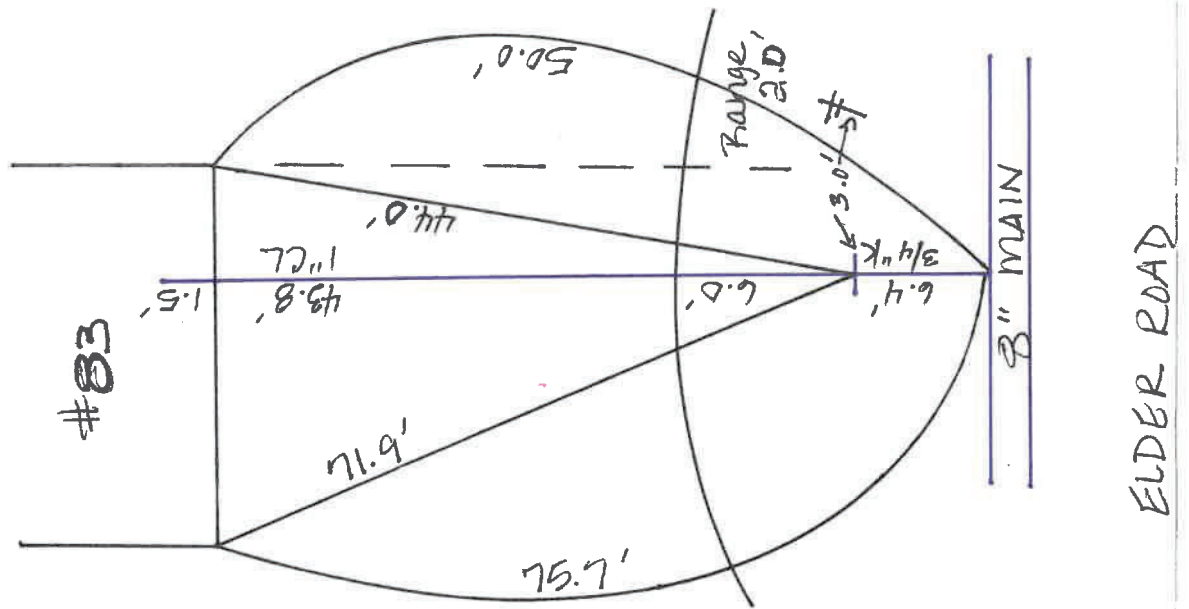
*Accessory structures may require a separate building permit - See Building Code

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 8TH day of DECEMBER, 2023.

Name: Bradley J. Simonelli, PLS. #47581
Address: 281 Chestnut Street City: Needham
Approved: _____
Approved: _____

Registered Land Surveyor Date: _____
State: MA Zip: 02492 Phone: 781-444-5936
Director of Public Works: Date: _____
Building Inspector: Date: _____



TOWN OF NEEDHAM

THIS CARD IS VOID 4-3-20

HOUSE CON

NEW HOUSE

NEW CARD IN PROCESSING

APP. NO. 6269 NO. 83 Elder Rd

ST. OWNER

Albert W. Verman

ESTIMATE

COST

\$316.03

DATE

June 18, 1963

Length to St. Line 20'

St. Line to Bldg. 38'

Total Length 58

Depth at Main 4'6"

" " St. Line 3'

" " Bldg. 2'

Ave. Depth

Kind of Soil

Gravel

Ledge

Depth of Gr. Water

Work Started

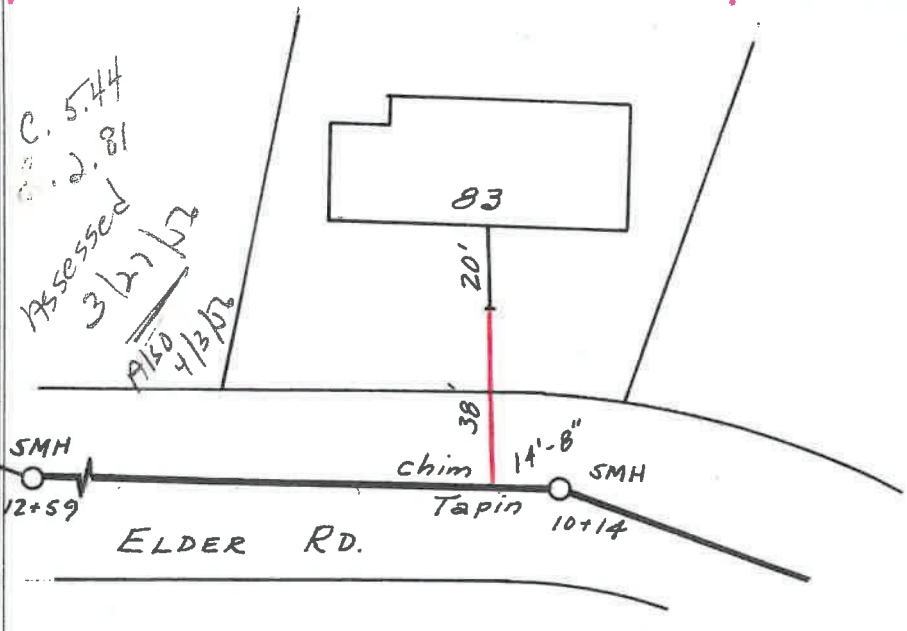
" Finished

Plumbing Conn.

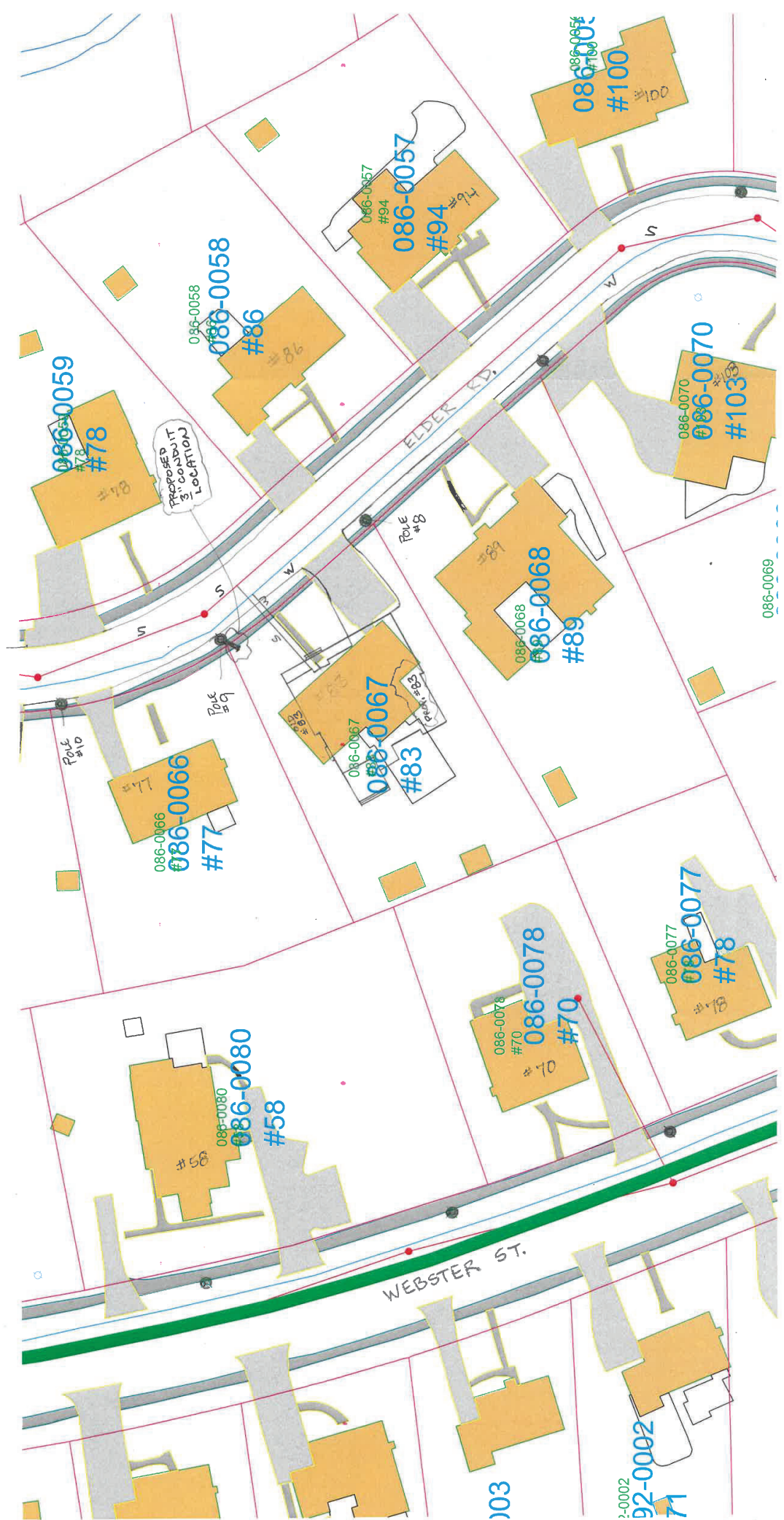
Order # 358

PLAN NO. 269

LOT NO. 20-5



1"=40'







NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on Tuesday, August 13, 2024 in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492 and via Zoom** upon petition of Eversource Energy dated July 23, 2024 to install approximately 7 feet of conduit in Elder Road. The reason for this work is to provide service to 83 Elder 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://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVMXZjFNbWJXRfJoQT09>

Passcode: 652800

Webinar ID: 826 0101 3229

Dated: July 29, 2024

parcelid	own1	own2
199/086.0-0066-0000.0	STERLING, JOYCE S. & NICHOLAS P. TRS	2021 CATNIP LIVING TRUST
199/086.0-0080-0000.0	STERLING, JOYCE S. & NICHOLAS P. TRS	2021 CATNIP LIVING TRUST
199/086.0-0067-0000.0	STERN, CYNTHIA D.	
199/086.0-0078-0000.0	ABDI, DOMINIQUE &	YU, JIAHUI
199/086.0-0059-0000.0	TURGEL, MICHAEL &	TURGEL, CHARLA
199/086.0-0058-0000.0	BAR-JOSEF, NURIT, TRUSTEE	
199/086.0-0068-0000.0	OSTROFF, ERIC S &	OSTROFF, NANCY L
199/086.0-0057-0000.0	MERRICK, IRENE T , TR	
199/086.0-0077-0000.0	HARNEY, JOSEPH G. &	HARNEY, JENNIFER R

careof	addr1	addr2	cityname	statecode	zip
	77 ELDER RD		NEEDHAM	MA	02494-
	60 WEBSTER ST		NEEDHAM	MA	02494-
	83 ELDER RD		NEEDHAM	MA	02494-
	70 WEBSTER ST		NEEDHAM	MA	02494-
	78 ELDER RD		NEEDHAM	MA	02494-
	86 ELDER RD		NEEDHAM HTS	MA	02494-
	89 ELDER RD		NEEDHAM	MA	02494-
	94 ELDER RD		NEEDHAM	MA	02494-
	78 WEBSTER ST		NEEDHAM HTS	MA	02494-



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

MEETING DATE: 8/13/2024

Agenda Item	Public Hearing: Eversource Grant of Location – 131 Oxbow Road
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately thirty-eight feet of conduit in Oxbow Road. The reason for this work is to provide service to 131 Oxbow 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.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Select Board approve and sign a petition from Eversource Energy to install approximately thirty-eight feet of conduit in Oxbow Road.	
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: 8-1-24

REVIEWER: R.G.W.

SITE LOCATION: #131 Oxbow RD.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

- | | | |
|---|-------------|------------------------------|
| ☒ A Sidewalk/Grass Strip Crossing Only | Peer Review | <u>tar</u> |
| B Work Within Paved Road Perpendicular Crossing | Peer Review | _____ |
| C Work Within a Plaza Area/Landscaped Island/Parallel Along Roadway | | |
| | Peer Review | _____ Div. Head Review _____ |
| D Other | Peer Review | _____ Div. Head Review _____ |

☐ Petition Plan Consistent with Field Review

☒ Old Pole Removed N/A

☒ Diameter of Conduit 4"

☒ Cables Transferred to New Pole No

☒ Depth of Conduit

☒ New Riser on Pole No

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road

☒ Abutters List Complete

☒ Public Road

☒ Photos Included

☒ Double Pole N/A

Department Head _____

COMMENTS:

THIS ONE IS GOOD. NO RISER ON POLE, NO TRENCHING. HOWEVER,
(#5)
THE POLE TO BE CONNECTED TO ON THE PETITION PLAN IS LEANING
QUITE A BIT. ALSO, THE TEMPORARY SERVICE IS CONNECTED TO
POLE #4.

The application is complete pending a public hearing- tar 8/7/24



180 Calvary Street
Waltham, Ma 02453

July 30, 2024

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Oxbow Road
Needham, MA
W.O.# 17657118

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 38 feet of conduit in Oxbow Road.

The reason for this work is to provide service to #131 Oxbow 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

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 July 18, 2024,** and filed herewith, under the following public way or ways of said Town:

**Oxbow Road - Southeasterly from pole 429/5, approximately 680
feet west of Central Avenue, install approximately
38 feet of conduit.**

W.O.# 17657118

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

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

Dated this 30th day of July 2024

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2024



#120

OXBOW RD

BSW

APPROX. R.O.W

BCB

BCB

GRASS

APPROX. R.O.W

APPROX. PT.
OF PICKUP

APPROX. 680'±
TO CENTRAL AVE

429/5

#125

#131

INSTALL 1 - 4" PVC PIPE
SCHEDULE 40, NO CONCRETE
SECTION 1 FIG. 1 38'±

SECTION - 1

STREET SURFACE



SECTION OF PROPOSED LINE
1-IRON PIPE OR
1-4" PVC CONDUIT (SCH.40)
OR 1-FIBRE DUCT

FIGURE - 1

NSSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

C# 194-24

Ward #

Work Order # 17657118

Surveyed by: N/A

Research by: GR

Plotted by: LM

Proposed Structures: LM

Approved: K RICE

P#

0 20 40



SCALE IN FEET

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

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

MASS. LAW

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

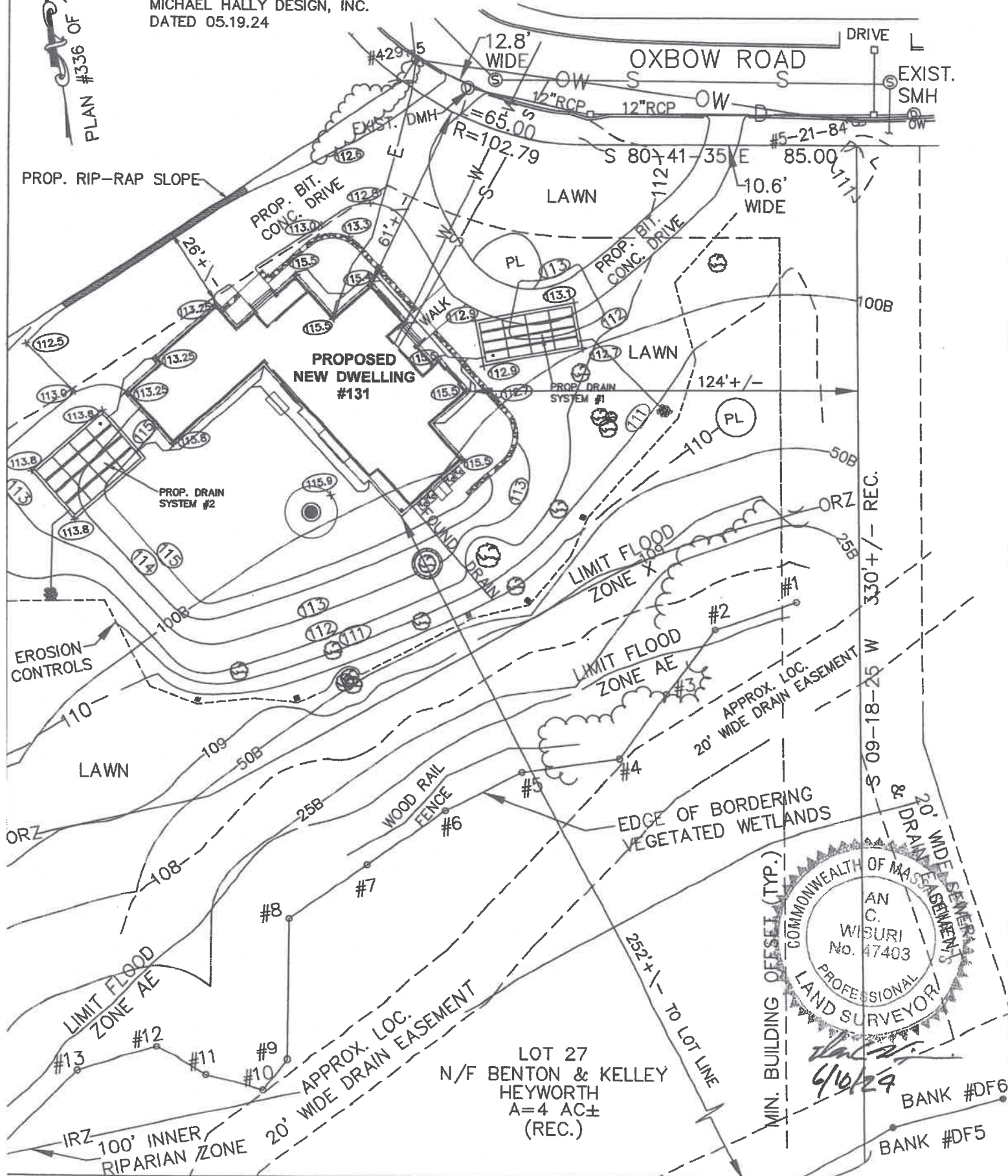
Showing PROPOSED CONDUIT LOCATION

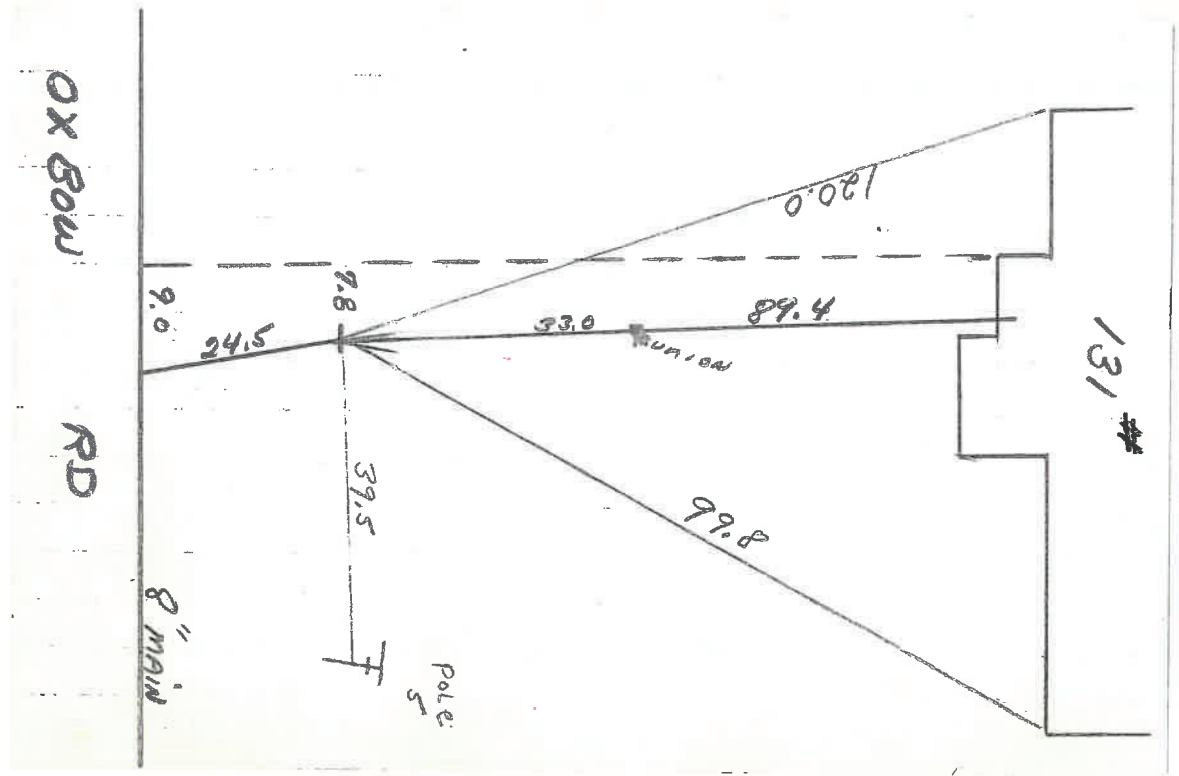
Scale 1"=20'

Date JULY 18, 2024

SHEET 1 of 1

PLAN #336 OF 1959





TOWN OF NEEDHAM SEWER DEPARTMENT

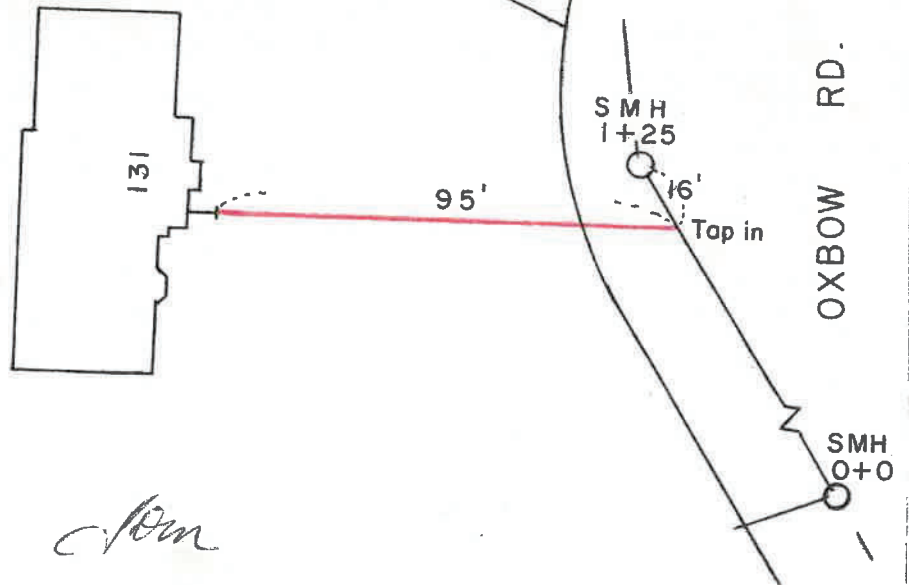
HOUSE CONNECTION

APP. NO. 8515 NO. 131 Oxbow Rd ST. OWNER Isabella M. Guarino
 ESTIMATE _____ COST \$436.04 DATE Sept. 15, 1976

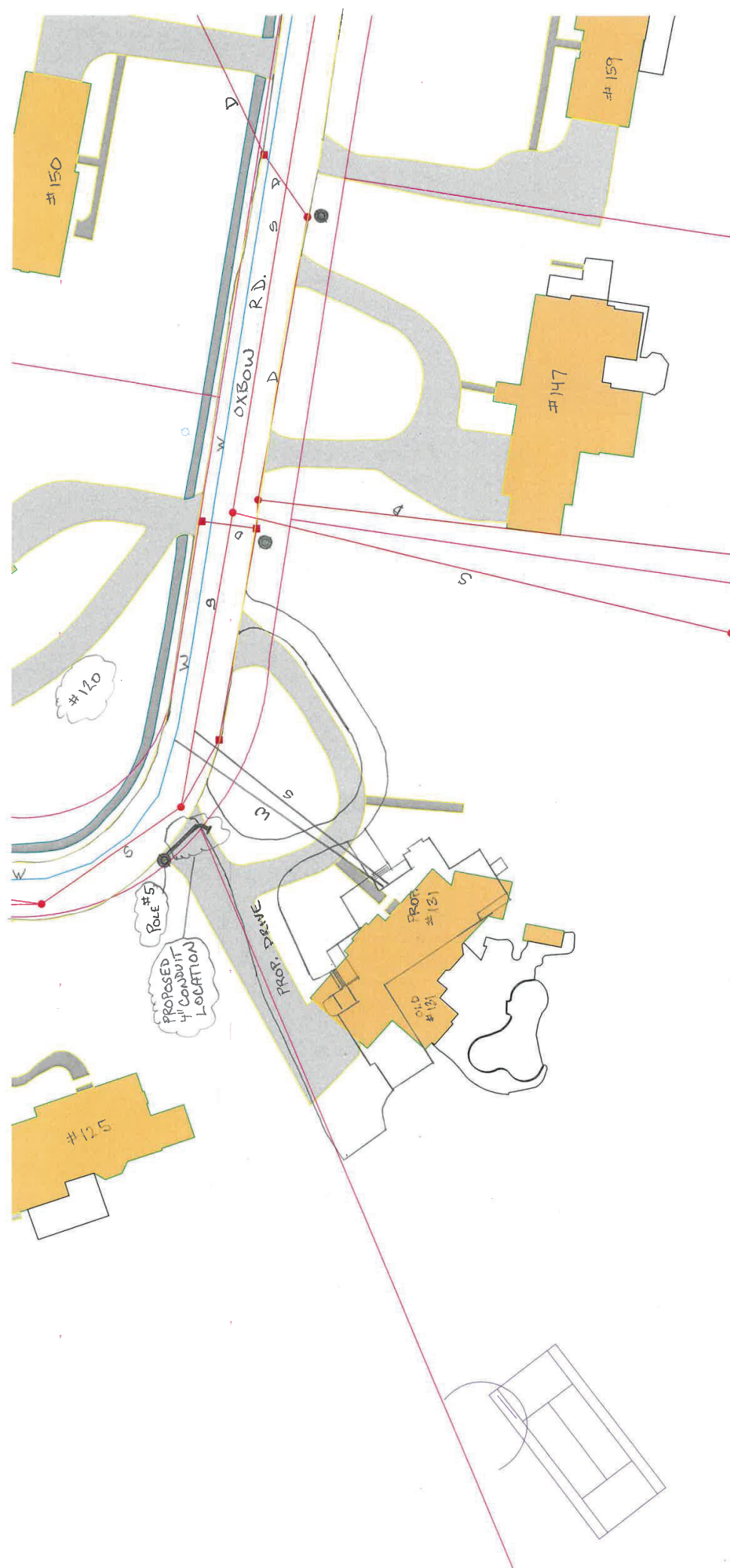
Length to St. Line	<u>20'</u>
St. Line to Bldg. In	<u>75'</u>
Total Length	<u>95'</u>
Depth at Main	<u>7'</u>
" " St. Line	<u>7'</u>
" " Bldg. In	<u>6'</u>
Ave. Depth	
Kind of Soil	<u>Clay</u>
Ledge	
Depth of Gr. Water	
Work Started	
" Finished	
Plumbing Conn.	
#504	

PLAN NO. 377

LOT NO. 27



1"=40'







NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on Tuesday, August 13, 2024 in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492 and via Zoom** upon petition of Eversource Energy dated July 31, 2024 to install approximately 38 feet of conduit in Oxbow Road. The reason for this work is to provide service to 131 Oxbow 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://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVSZjFNbWJXRfJoQT09>

Passcode: 652800

Webinar ID: 826 0101 3229

Dated: July 31, 2024

131 OXBOW ROAD

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/214.0-0023-0000.0	CLOSUIT, PHILIP P. & CAROLINE T. TRS.		120 OXBOW RD	NEEDHAM	MA	02492-
199/304.0-0006-0000.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/214.0-0024-0000.0	MUNGOVAN, ROBERT M & GINA M. TRS	MUNGOVAN REVOCABLE TRUST	150 OXBOW RD	NEEDHAM	MA	02492-
199/214.0-0022-0000.0	KAPLAN, LYNN S		125 OXBOW RD	NEEDHAM	MA	02492-
199/214.0-0058-0000.0	BEEDERS, JOEL &	BEEDERS, DEBORAH SPIELMAN	131 OXBOW RD	NEEDHAM	MA	02492-
199/214.0-0057-0000.0	LONDON, MICHAEL & LISA TRS		147 OXBOW ROAD	NEEDHAM	MA	02492-



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

MEETING DATE: 8 /13 /2024

Agenda Item	Public Hearing: Removal a Public Shade Tree at 239 Manning Avenue
Presenter(s)	Edward Olsen, Tree Warden/Parks & Forestry Superintendent

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Michael Virginio has respectfully requested to remove one Public Shade Tree. He has expressed concerns for the street tree located in front of his new construction home. He is formally seeking approval from the Town to remove and replace this tree. In addition, Mr. Virginio would like to donate a tree to the Sunita Williams School at the location of a memorial bench for his mother. This tree would be negatively impacted from this new construction, regardless of the placement or the location of the driveway. The Tree Warden does not object to the removal of the Public Shade Tree based upon this reason. Having spoken to the homeowner, the Tree Warden supports the desire to replace this Public Shade Tree once construction has finished. The Tree Warden recommends that this replacement tree be at least 4-6" DBH caliber. Furthermore, the Tree Warden supports and recommends a tree donation to the Sunita Williams School.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve and sign the Public Shade Tree Hearing form for the removal of one London Plane tree in the front berm at 239 Manning Street.	
3.	BACK UP INFORMATION ATTACHED
1. Aerial Maps/Plot plans 2. Tree Hearing Request, 7/9/2024 3. Legal Advertisement 4. Public Shade Tree Hearing Notice 5. List of Abutters 6. Approval Letter from Tree Warden, 8/7/2024	

FW: 239 Manning Street

Edward Olsen <eolsen@needhamma.gov>

Thu 7/25/2024 9:46 AM

To: Michael Malvoso <mmalvoso@needhamma.gov>

 1 attachments (267 KB)

239 Manning Street - Plan to Accompany Building Permit Application.pdf;

From: Chris Brunelli <cb@petrinicorp.com>

Sent: Friday, June 14, 2024 11:41 AM

To: Edward Olsen <eolsen@needhamma.gov>

Cc: Curt Petrini <CP@petrinicorp.com>

Subject: 239 Manning Street

Hi Ed,

Hope you're doing well.

As we discussed, attached please find the building permit plot plan for 239 Manning Street.

After you've had a chance to review, please let me know the next steps in the process.

Thanks for your help.

Chris Brunelli
Petrini Corp.
781-726-3549

LOT COVERAGE

BUILDING FOOTPRINT = 1,957 S.F.
 LOT COVERAGE = 1,957 S.F. / 7,835 S.F. = 25%
 MAXIMUM FLOOR AREA RATIO = 7,835 S.F. x 0.38 = 2,977 S.F.
 GROUND FLOOR = 1,430 S.F.
 SECOND FLOOR = 527 S.F.
 TOTAL FAR = 2,957 S.F. < 2,977 S.F. MAX
 (GARAGE = 322 S.F.)

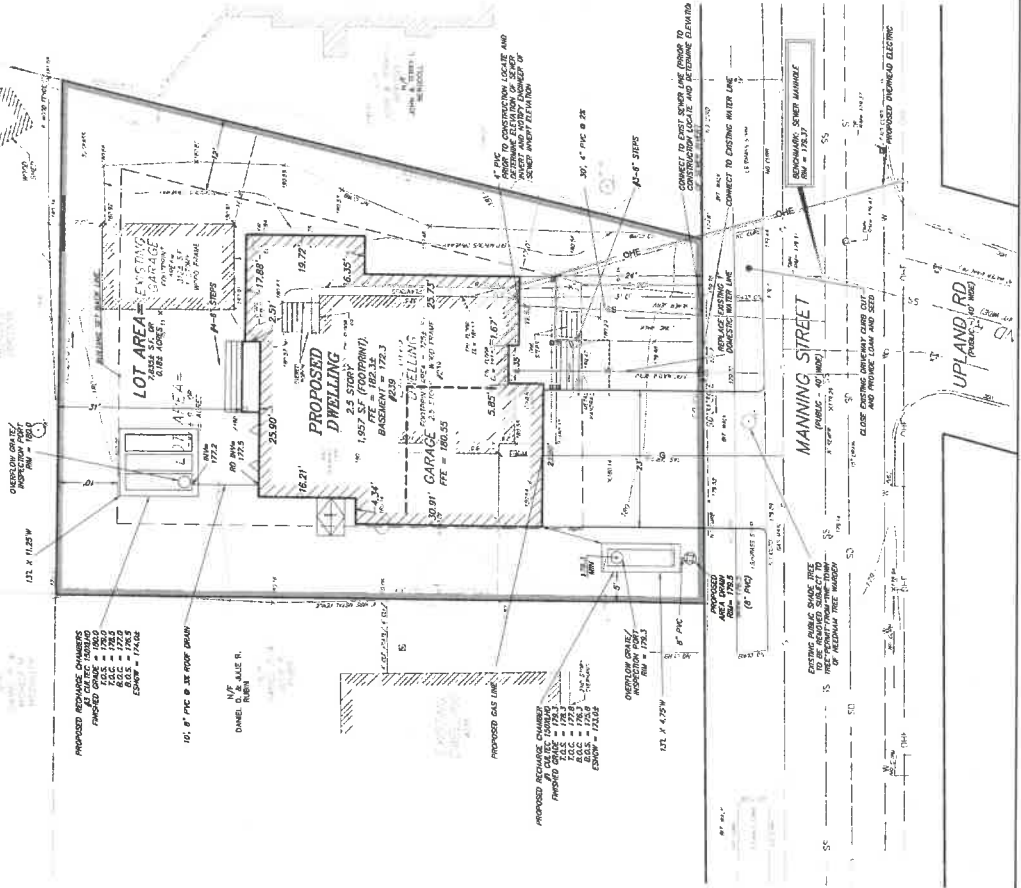
DRAINAGE CALCULATION

BUILDING AREA = 1,957 S.F.
 DRIVEWAY AREA = 533 S.F. x 1 S.F.
 TOTAL IMPERVIOUS AREA = 2,490 S.F.
 REQUIRED RECHARGE VOLUME = 271 S.F. x 1"
 PROVIDED RECHARGE VOLUME = 262 CU.FT. CULT. CHAMBERS



JASON E. BARNES, L.
 SURVEYOR

DANIEL E. BARNES, L.
 SURVEYOR



GRAPHIC SCALE



ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF KELLY ENGINEERING GROUP, INC. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM KELLY ENGINEERING GROUP, INC. COPYRIGHT (C) BY KELLY ENGINEERING GROUP, INC. ALL RIGHTS RESERVED.

SCALE	DATE	REV.	DATE	BY
1" = 10'	06/03/24			
SHEET	1 OF 1			
PROJECT	PETRINI CORP 239 MANNING STREET NEEDHAM, MASSACHUSETTS			
JOB #	2204-014			
DRAWN BY	SKW			
CHECKED BY	SKW			
APPROVED BY	SKW			
SHEET NO.	1			



KELLY ENGINEERING GROUP
 civil engineering consultants
 0 Campanelli Drive, Braintree, MA 02184
 Phone: 781-841-4311 www.kellyengr.com

Edward Olsen

From: Chris Brunelli <cb@petrinicorp.com>
Sent: Tuesday, July 9, 2024 3:15 PM
To: Edward Olsen
Cc: Curt Petrini
Subject: Letter from 239 Manning Street
Attachments: Tree Warden Letter - 239 Manning.docx

Hi Ed,

Hope you're doing well.

Attached please find the letter from the Virginio's regarding the tree removal at 239 Manning Street.

Happy to discuss after you've had a chance to review.

Thanks,
Chris
781-726-3549

Dear Mr. Olsen,

I hope this letter finds you well.

My name is Michael Virginio, and I am writing to you regarding a town tree that is located in front of the property that we recently purchased at 239 Manning Street in Needham.

My wife, Deanna, and I were so fortunate and thrilled to be able to purchase the Manning Street property this past spring. We had been looking for a home for almost a year, and we knew this was the perfect opportunity to return to Needham, where we both grew up. Manning Street holds a special place in our hearts, as this is the same street as my childhood home. We have many fond memories together from our childhood in Needham including trips to the Junction for ice cream, sledding down the Needham High hill, attending the blue tree lighting at the holidays, and cheering on the Needham Rockets. We feel incredibly fortunate to now have the opportunity to construct our own home in Needham, where we can share those same memories with our family one day.

Over the past several months, we have been working with Petrini Corporation, a respected builder in the Needham community, to design and build a new home for our family. The architect and engineers have worked hard to ensure that the home complies with all state and local building and zoning regulations. After completing the plans for our new home, we discovered that there is a public shade tree located where we plan to have our driveway to the street. We consulted with our builder and given the narrow frontage of the lot and the location of the tree, (close to the middle of the property), we have not been able to develop a feasible solution.

We understand and deeply respect the importance of trees to the environment and our community. Needham Public Schools instilled these values in us at a young age. We recall as students, receiving small pine trees for our middle school graduation that we planted and watched grow in our own homes. In our experience, trees also have the power to bring a community together, like with the Needham blue tree lighting each holiday season or the beautiful public parks in Needham where people can gather.

Moving forward, to continue the construction of our home, we are kindly seeking permission to remove the town tree from its current location and either move it to a new location or plant a new tree. We are willing to cover the costs of the tree removal, subsequent relocation or new planting, and any sidewalk repair associated with the work. Further, we recognize that trees contribute significantly to the beauty and character of our town, so we would also be willing to donate a tree to a public park or community space in Needham. We would be particularly honored to donate a tree planting to the Sunita Williams Elementary School, where a memorial bench was placed in honor of my mother, Carol Virginio. She proudly served as a Needham public school teacher, but sadly passed away unexpectedly several years ago.

We appreciate your time and consideration of our request. We look forward to working with you on this matter.

Sincerely,

Michael Virginio

LEGAL NOTICE



Town of Needham PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Michael Virginio has petitioned for the removal of one (1) PUBLIC SHADE TREE

As follows: At 239 Manning St. along the front edge of the property

SPECIES: London Plane, DIAMETER 14 inches, CONDITION: Good
Permission is respectfully requested to remove one (1) Public Shade Tree.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, 1471 Highland Ave., Needham, Massachusetts at 6:00P.M., Tuesday the 13th day of August, 2024, at which time and place all interested persons may appear and be heard.

Needham Board of Selectmen

2x3 Town of Needham - PUBLIC SHADE TREE 8-1-24

8-1-24 & 8-8-24 HTW



**Town of Needham-DPW
Parks and Forestry Division**

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

ABUTTER'S NOTICE

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that Michael Virginio has petitioned for the removal of one (1)

PUBLIC SHADE TREE

as follows: 239 Manning St., along front edge of the property

<u>SPECIES</u>	<u>DIAMETER</u>	<u>CONDITION</u>
London Plane	14 inches	Good

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

A PUBLIC HEARING will be held in the Office of the Select Board, Town Hall, Needham, Massachusetts at 6:00 P.M., Tuesday the 13th day of August, 2024. at which time and place all interested people may appear and be heard.

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

parcelid	own1	own2	careof	addr1	addr2	cityname	statecode	zip
199/054.0-0098-0000.0	YEE, HENRY &	CHENG-YEE, LUCIA		228 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0026-0000.0	SANDERSON, DEREK M. &	SANDERSON, NANCY G		267 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0072-0000.0	STEELE, MARK +	STEELE, LINDA		232 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0027-0000.0	KEYES, KENNETH J., JR &	KEYES, GEORGINA YASUE		261 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0053-0000.0	FALES, MICHAEL E. & DANIEL J. TRS			246 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0055-0000.0	CULP, BRIAN &	CULP, MEREDITH		258 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0070-0000.0	BERGDOLL, JOHN &	BERGDOLL, TERRY L		233 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0101-0000.0	BRAZ, DANIEL J. & SARA F. TRS	BRAZ REALTY TRUST		223 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0071-0000.0	COWLEY, STEPHANIE A			236 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0100-0000.0	TAYLOR, SCOTT M. TR. &	TAYLOR, SARA R.		229 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0028-0000.0	LOCKHART, ROY F. & JANE TRS	THE LOCKHART FAMILY TRUST		268 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0056-0000.0	SAVELLONI, MICHAEL B &	FITZPATRICK, ELIZABETH P		251 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0054-0000.0	WHALEN, MICHAEL J. &	DULL, KAREN E		252 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0069-0000.0	O'NEAL, ONITA F. & DAWKINS,SHIRLEY	O'NEAL REVOCABLE TRUST		239 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0099-0000.0	CHEN, ZHUO YAO &	NGU, LISA		222 MANNING ST		NEEDHAM	MA	02492-
199/054.0-0057-0000.0	RUBIN, DANIEL O. &	RUBIN, JULIE R		247 MANNING ST		NEEDHAM	MA	02492-



Town of Needham-DPW

Parks and Forestry Division

500 Dedham Ave. Needham, MA 02492

781-455-7550, ext. 316

August 07, 2024

Select Board
Town Hall
Needham, MA 02492

RE: TREE REMOVAL AT 239 Manning St., Needham MA

Dear Members of the Board:

Michael Virginio has petitioned for the removal of one Public Shade tree located on Town Property. Mr. Virginio is working with Petrini Builders and both have been in ongoing discussions with the Town Tree Warden. The tree is located along the front edge of 239 Manning Street. Petrini Builders is constructing a new home for Mr. Virginio. Unfortunately this construction will have a direct impact on this tree in the front berm. This tree is located within the Town layout. Since I have found that this tree is in good condition, not being a risk to the public, a Public Shade Tree Hearing is required.

At first, I was a little disturbed upon hearing about the request to remove this perfectly healthy berm tree. However, I think we all understand that our local housing landscape is changing. I also understand that new construction within the public way, unfortunately is a messy business. Sometimes truly we must find compromise. I do appreciate the applicant's willingness and openness to work with the town on a potential win-win solution. Having reviewed the building plans I understand that this tree will be directly impacted. Therefore I feel the applicant is justified in their request seeking permission to remove this one London Plane tree.

In keeping with previous Town policy on the removal of live trees, and in accordance with Massachusetts General Laws Chapter 87 Section 3, and after a public hearing, I recommend granting permission for the removal of one Public Shade tree. I further recommend that this tree is removed at the builders expense. In addition I recommend to the select board that the applicant purchase and provide a replacement berm tree ranging in size from 4-6" DBH to replace in kind the tree at their expense. Lastly the applicant has expressed their willingness to purchase and donate a tree to be planted at the Sunita Williams school. We would like to memorialize this in our hearing decision as part of the approval process. If this request is approved, the Towns' Parks and Forestry division will work with the applicant and the builder to ensure compliance with the decision of the board.

Sincerely,

Edward J. Olsen Tree Warden / Superintendent, Parks and Forestry Division



**SELECT BOARD
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 08/13/2024

Agenda Item	FY2023 Financial Audit
Presenter(s)	Marcum LLP (Independent Auditors) David Davison, Deputy Town Manager/Director of Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Representatives of the audit firm Marcum LLP (formerly Melanson) will update the Board as to their work and audit of the Town's general purpose financial statements for fiscal year 2023.
2.	VOTE REQUIRED BY SELECT BOARD
	No Vote Required
3.	BACK UP INFORMATION ATTACHED
	1. Cover Memo Dated August 8, 2024 2. Annual Audit Report Available online at https://www.needhamma.gov/DocumentCenter/View/45887/FY2023-Independent-Financial-Audit-Report 3. Management Letter

Memo

To: Members of the Select Board

From: David Davison, Deputy Town Manager/Director of Finance

CC: Kate Fitzpatrick, Town Manager; Daniel E. Gutekanst, Superintendent of Schools; Katie King, Deputy Town Manager; Ellyse Glushkov, Treasurer/Collector; Anne Gulati, Assistant Superintendent for Finance and Operations; Molly Pollard, Finance Committee Executive Secretary; Cecilia Simchak, Assistant Director of Finance; Michelle Vaillancourt, Town Accountant

Date: August 8, 2024

Re: Fiscal Year 2023 Annual Audit

FY2023 Audit

The independent audit firm Marcum LLP (formerly Melanson) is completing its audit of the Town's Financial Statements for the fiscal year ended June 30, 2023. Representatives from the firm are scheduled to meet with the Board on Tuesday, August 13, 2024. The Board will hear an overview of the audit process and comments the auditors may have regarding Town operations. We will be available to address questions that the Board may have.

An invitation will be extended to the members of the Finance Committee through the Executive Secretary and through School Superintendent to members of the School Committee to attend your meeting so that they will also have an opportunity to hear the report firsthand.

Please do not hesitate to contact me if you have any questions prior to the meeting.

TOWN OF NEEDHAM, MASSACHUSETTS

MANAGEMENT LETTER

FOR THE YEAR ENDED JUNE 30, 2023

TOWN OF NEEDHAM, MASSACHUSETTS

TABLE OF CONTENTS

Introductory Letter	1-2
----------------------------------	-----

Status of Prior Year Recommendations

1. Follow Through on Plans to Update Policies	3
---	---

Current Year Recommendations

2. Improve Bank Account Reconciliations	4
3. Prepare for Governmental Accounting Standards Board (GASB) Statement Number 100	4

To the Select Board
Town of Needham, Massachusetts

In planning and performing our audit of the basic financial statements of the Needham, Massachusetts (the Town) as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we considered to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit we also became aware of other matters that we believe represent opportunities for strengthening internal controls and operating efficiency. The recommendations that accompany this letter summarize our comments and suggestions concerning those matters.

The Town's written responses to our comments and suggestions have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, the Select Board, and others within the Town, and is not intended to be, and should not be, used by anyone other than these specified parties.

The purpose of this communication, which is an integral part of our audit, is to describe for management and those charged with governance, including those overseeing the financial reporting process, the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

Marcum LLP

Andover, MA
August 7, 2024

STATUS OF PRIOR YEAR RECOMMENDATIONS

1. Follow Through on Plans to Update Policies

Prior Year Issue

In the prior year, we recommended the Town update policies and procedures and provide formal department training for compliance with uniform guidance, formalizing information technology (IT) policies, improving departmental receipt internal controls, and ensuring timely removal of terminated employees' access controls.

Current Year Status

While we understand implementation of these recommendations are in progress and are anticipated to be addressed during fiscal year 2024, as of June 30, 2023, formalized policies and procedures were not established and communicated to relevant personnel and departments.

Further Action Needed

We continue to recommend the Town update the above policies and procedures and provide formal department training to relevant stakeholders. Implementation of this recommendation will ensure the Town's internal controls are established and implemented.

Town's Response

Management agrees with the recommendations. The Town has been reviewing its policies but is also in a period of transition. The Town's IT department is severely understaffed due to the departure of the Director and Network Manager which put the project of updating the IT policies on hold. The Town and the School Department enlisted an outside consulting firm to review the IT operations for both and to make recommendations for restructuring which was completed during FY2024. The Town's IT operations will be consolidated with Needham Public Schools, which will be charged with providing services to both Town and School departments. The Town has also provided funding to review and update cybersecurity policies and procedures which will be done during FY2025. The Town procurement position has been vacant for two years which has delayed the work in developing uniform guidance. The Town will formalize its procurement practices with policies consistent with Massachusetts General Law during FY2025. The Town's Human Resources Department employs an electronic personnel action form submission platform with a workflow that includes the employee's department manager, HR and the Payroll department for prompt notification of an employee's termination. Human Resources sends a notification email for each new hire/transfer, promotion and separation to Town Management, ITC, Retirement, the Town Clerk, Building Maintenance for building access and Accounting and Payroll for finance access. Department Managers are instructed to collect all technology (including cell phones, as applicable), keys and building fobs from the employee on the last day of employment. For all permanent position separations, Human Resources management conducts an exit interview and offboarding process. Any involuntary termination is handled directly by Human Resources management.

CURRENT YEAR RECOMMENDATIONS

2. Improve Bank Account Reconciliations

During our audit we found that timing differences between the Town's accounting records (general ledger) and treasury records (bank accounts) exist. Additionally, investments are largely maintained on the cost basis whereas certain investments should be maintained at fair value (i.e., equity securities, debt securities, etc.).

We recommend the Town establish and implement formal reconciliation procedures between the general ledger and treasury records to reduce timing differences and maintain relevant investments at fair value. Implementation of this recommendation will increase efficiencies in financial reporting and ensure asset values are presented in accordance with Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*, and the Uniform Municipal Accounting System (UMAS).

Town's Response

Due to changes with staff, the accounting system platform, and implementation of a new cash management, billing and collection software, there were delays with completing the work. The Town does report certain investments on both a cash and market basis. The Town does address the requirements under Statement 72.

3. Prepare for Governmental Accounting Standards Board (GASB) Statement Number 100

The GASB has issued Statement No. 100, *Accounting Changes and Error Corrections (an amendment of GASB Statement No. 62)*, effective for the Town's fiscal year ending June 30, 2024. This statement enhances accounting and financial reporting requirements for accounting changes and error corrections.

We recommend the Town prepare to implement GASB Statement No. 100 by evaluating the impact on its financial statements prior to the end of fiscal year 2024.

Town's Response

Currently based on our understanding of the requirements under Statement 100 "Accounting Changes and Error Corrections" which is an amendment to Statement 62, that any change be applied retroactively to prior periods. This approach ensures that financial statements are consistent over time, providing a clearer view of the entity's financial position and performance. The Town infrequently has such situations and does not anticipate this will be an issue to comply.



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

MEETING DATE: 8/13/2024

Agenda Item	Public Hearing: Application for Multiple Amendments to an All-Alcohol License – Blue Restaurant Needham, LLC dba Blue on Highland
Presenter(s)	Thomas Miller – Applicant Counsel

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Blue Restaurant Needham, LLC dba Blue on Highland has applied for multiple amendments to their existing Section 12 Restaurant All-Alcoholic Beverages License at 882 Highland Avenue, Needham, MA. The amendments reflect proposed changes in LLC Managers, Change in Corporate Ownership Interest, and Alteration of Premises to reflect Scott Drago's purchase of Corey Peyser's ownership interest in the restaurant and expansion into newly acquired abutting space.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: Move to approve/deny the application for multiple amendments to a Section 12 Restaurant All-Alcohol License submitted by Blue Restaurant Needham, LLC dba Blue on Highland, and if so approved, forward the application to the ABCC for review and final approval.	
3.	BACK UP INFORMATION ATTACHED
1. Receipt of Filing Payment to ABCC 2. ABCC Payment Monetary Transmittal Form 3. Department of Revenue Standing Certificate 4. Department of Unemployment Assistance Standing Certificate 5. Application for Multiple Amendments 6. Vote of the Entity 7. Business Structure Document 8. Purchase and Sale Agreement 9. Lease 10. Floor Plan 11. Abutters List 12. 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 MULTIPLE AMENDMENTS

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

ECRT CODE: RETA

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

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

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

06742-RS-0770

ENTITY/ LICENSEE NAME

Blue Restaurant Needham, LLC d/b/a Blue on Highland

ADDRESS

882 Highland Avenue

CITY/TOWN

Needham

STATE

MA

ZIP CODE

02494

For the following transactions (Check all that apply):

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

**THE LOCAL LICENSING AUTHORITY MUST 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 #: 663f2e9d-462a-4896-9625-d21282987189

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	06742-rs-0770	\$200.00
		\$200.00

Total Convenience Fee: **\$0.35**

Date Paid: **7/18/2024 3:31:42 PM EDT**

Total Amount Paid: **\$200.35**

Payment On Behalf Of

License Number or Business Name:
06742-rs-0770

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
McDermott, Quilty & Miller LLP

Last Name:
Operating Account

Address:
28 State Street

City:
Boston

State:
MA

Zip Code:
02108

Email Address:
[REDACTED]



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

mass.gov/dor

Letter ID: L0209761952
Notice Date: August 2, 2024
Case ID: 0-002-499-248



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BLUE RESTAURANT NEEDHAM LLC
882 HIGHLAND AVE
NEEDHAM MA 02494-1339

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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



Certificate of Compliance

BLUE RESTAURANT NEEDHAM LLC
882 HIGHLAND AVE
NEEDHAM HEIGHTS MA 02494-1339

Date: August 1, 2024
Letter ID: L0002810434
Employer ID (FEIN): XX-XXX5397

Certificate ID: L0002810434

FEIN: 87-4305397

The Department of Unemployment Assistance certifies that as of 31-Jul-2024, BLUE RESTAURANT NEEDHAM LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires on 30-Aug-2024 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

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



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for:

☐ **CHANGE OF CATEGORY**

\$200 fee via [ABCC website](http://www.abcc.mass.gov) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Category Application
Vote of the Entity Board
Advertisement*
Abutter's Notification*

☐ **CHANGE OF LICENSE TYPE**

\$200 fee via [ABCC website](http://www.abcc.mass.gov) and Payment Receipt
Monetary Transmittal Form
Change of License Type Application
Vote of the Entity Board
Advertisement*

CHANGE OF CORPORATE STRUCTURE



\$200 fee via [ABCC website](http://www.abcc.mass.gov) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Corporate Structure Application
Vote of the Entity Board
Business Structure Documents
If Sole Proprietor, **Business Certificate**
If partnership, **Partnership Agreement**
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

CHANGE OF CLASSIFICATION



\$200 fee via [ABCC website](http://www.abcc.mass.gov) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Classification Application
Vote of the Entity Board
Abutter's Notification*
Advertisement*



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

APPLICATION FOR MULTIPLE AMENDMENTS

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

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

\$200 fee via [ABCC website](#) and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

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

\$200 fee via [ABCC website](#) and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*

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

\$200 fee via [ABCC website](#) and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form **must** be notarized with a stamp or raised seal.

Business Structure Documents

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*

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



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

APPLICATION FOR MULTIPLE AMENDMENTS

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

☐ **CHANGE OF CORPORATE NAME OR DBA**

\$200 fee via ABCC website and Payment Receipt (Corporate Name Only)
Monetary Transmittal Form
DOR Certificate of Good Standing (Corporate Name Only)
DUA Certificate of Compliance (Corporate Name Only)
Change of Corporate Name/DBA Application
Vote of the Entity Board
Business Structure Documents
If Sole Proprietor, Business Certificate
If partnership, Partnership Agreement
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

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

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

CHANGE OF MANAGER

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



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

APPLICATION FOR MULTIPLE AMENDMENTS

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

☐ **CHANGE OF LOCATION**

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

☒ **ALTERATION OF PREMISES**

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

☐ **MANAGEMENT AGREEMENT**

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

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



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

APPLICATION FOR MULTIPLE AMENDMENTS

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

Non-Profit Club's ONLY

e.g. Veteran's Club

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

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Vote of the club signed by an approved officer

Business Structure Documents-Articles of Organization from the Secretary of the Commonwealth

Monetary Transmittal Form

\$200 fee via [ABCC website](http://www.abcc.mass.gov) and Payment Receipt

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

\$200 fee via [ABCC website](http://www.abcc.mass.gov) and Payment Receipt

Monetary Transmittal Form

Change of Manager Application

Vote of the club signed by an approved officer

CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

Updated Officers and Directors*

*Please ensure to update your officers and directors **simultaneously** or **PRIOR** to applying for a change of manager. It will be returned with no action taken if the officers and directors do not match ABCC records.

Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.



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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Blue Restaurant Needham LLC	Needham	06742-RS-0770

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

Application for Alteration of Premises, Change of Officers/Directors/LLC Managers, and Change of Ownership Interest for Blue Restaurant Needham LLC d/b/a Blue on Highland.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Thomas P. Miller, Esq.	Attorney		

2. AMENDMENT-Change of License Classification

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

3. AMENDMENT-Change of Business Entity Information

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

4. AMENDMENT-Pledge Information

☐ Pledge of License	To whom is the pledge being made:	
☐ Pledge of Inventory		
☐ Pledge of Stock		

5. AMENDMENT-Change of Manager

☐ **Change of License Manager**

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

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

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

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
Adam Patti			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC Member	50%	☒ Yes ☐ No	☒ Yes ☐ No
MA Resident			
☒ Yes ☐ No			
Name of Principal	Residential Address	SSN	DOB
Scott Drago			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC Member	50%	☒ Yes ☐ No	☒ Yes ☐ No
MA Resident			
☒ Yes ☐ No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident			
☐ Yes ☐ No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident			
☐ Yes ☐ No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident			
☐ Yes ☐ No			
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
MA Resident			
☐ Yes ☐ No			

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

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

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

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Name of Principal	Title/Position	Percentage of Ownership
Adam Patti	LLC Manager	50%
Name of Principal	Title/Position	Percentage of Ownership
Corey Peyser	LLC Manager	50%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

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

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

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. AMENDMENT-Change of Premises Information

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

7A. ALTERATION OF PREMISES

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

The applicant is applying to add 890 Highland Avenue, a 650 square foot commercial space, to be added to the existing premises.

PROPOSED DESCRIPTION OF PREMISES

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

Approx. 4,406 sq. ft. in three rooms with total seating for 177 people (165 table seating and 12 bar). Table seating for 125 in front room, second room with table seating for 40 people and Kitchen and bathroom in the rear. Basement for storage.

Total Sq. Footage	4,406	Seating Capacity	177	Occupancy Number	195
Number of Entrances	2	Number of Exits	4	Number of Floors	2

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

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

DESCRIPTION OF PREMISES

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

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

OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name Makarios Series LLC

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date 11/2/24

Rent per Month 13,416.67

Lease Ending Date 4/30/25

Rent per Year 161,000

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

☐ Yes ☒ No

8. AMENDMENT-Management Agreement

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

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

If yes, please fill out section 8.

☐ Yes ☐ No

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

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

8A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

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

☐ Yes ☐ No

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

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D ever been suspended, revoked or cancelled?

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

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

8F. TERMS OF AGREEMENT

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

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

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

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

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

9. FINANCIAL DISCLOSURE

Required for the following transactions:

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

Purchase Price(s):

Total costs for application is \$347,000.00 (\$303,000.00 for membership interest purchase and \$44,000.00 for renovations to new space)

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
Scott Drago (Charles Schwab)	\$78,000.00
Blue Restaurant Needham LLC	\$44,000.00
Total	\$122,000.00

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.
Adam Patti (Charles Schwab)	\$225,000	Loan	☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

Membership Interest Purchase: Scott Drago is purchasing Corey Peyser's interest in the Licensee for \$303,000.00. He is paying \$78,000.00 from his Charles Schwab account as shown in the attached account statements. He is borrowing \$225,000.00 from Adam Patti. This loan is secured by a Note made by Mr. Drago to Mr. Patti included with this application. Mr. Patti's Charles Schwab account statements are attached.

Alteration of Premise: The Licensee will be paying the \$44,000.00 cost of the alteration and renovations from their operating funds. The cost of renovations are: Cosmetic updates and paint \$5,000.00; Furniture and Décor \$5,000.00; Doorway \$10,000.00; Window \$10,000.00; and life, health and safety system \$14,000.00.

APPLICANT'S STATEMENT

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

of Blue Restaurant Needham LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 07/18/2024

Title: LLC Manager

ENTITY VOTE

The Board of Directors or LLC Managers of

Blue Restaurant Needham LLC

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

07/18/2024

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Adam Patti

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

Scott Drago

Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,


Adam Patti

Corporate Officer / LLC Manager Signature

Adam Patti

(Print Name)

Corporate Clerk's Signature

(Print Name)

Secretary of the Commonwealth of Massachusetts
William Francis Galvin

Business Entity Summary

ID Number: 001552057[Request certificate](#)[New search](#)**Summary for: BLUE RESTAURANT NEEDHAM LLC****The exact name of the Domestic Limited Liability Company (LLC):** BLUE RESTAURANT NEEDHAM LLC**Entity type:** Domestic Limited Liability Company (LLC)**Identification Number:** 001552057**Date of Organization in Massachusetts:** 12-28-2021
Date of Revival:**Last date certain:****The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 257 COUNTRY WAY

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

Name: ADAM PATTI

Address: 257 COUNTRY WAY

City or town, State, Zip code, NEEDHAM, MA 02492 USA
Country:**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	ADAM PATTI	257 COUNTRY WAY NEEDHAM, MA 02492 USA
MANAGER	SCOTT DRAGO	51 READING HILL AVE MELROSE, MA 02176 USA USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address

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

Title	Individual name	Address
-------	-----------------	---------

REAL PROPERTY	ADAM PATTI	257 COUNTRY WAY NEEDHAM, MA 02492 USA
REAL PROPERTY	SCOTT DRAGO	51 READING HILL AVE MELROSE, MA 02176 USA USA

☐ **Consent** ☐ **Confidential Data** ☐ **Merger Allowed** ☐ **Manufacturing**

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment
Certificate of Cancellation

View filings

Comments or notes associated with this business entity:

[New search](#)

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (the “**Agreement**”) is dated as of May 13, 2024 (the “**Effective Date**”), by and among Scott Drago (herein the “**Purchaser**”), Corey Peyser, an individual (herein the “**Seller**”) and Blue Restaurant Needham LLC, a Massachusetts limited liability company (the “**Company**”, and together with the Purchaser and Seller, the “**Parties**”, each a “**Party**”).

WHEREAS, the Seller owns a fifty percent (50%) interest (the “**Membership Interest**”) in the Company; and

WHEREAS, the Seller desires to sell the Membership Interest to the Purchaser and the Purchaser desires to purchase the Membership Interest (the “**Transaction**”) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the respective covenants and commitments of the Purchaser and the Seller set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller hereby agree as follows:

I.

Sale and Purchase of Membership Interest

1.1. Sale and Purchase of Membership Interests. At the Closing and upon the terms and subject to the conditions of this Agreement, effective as of the Effective Date the Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller, the Membership Interest on an as-is, where-is basis.

1.2. Purchase Price. The purchase price (the “**Purchase Price**”) to be paid by Purchaser for the Membership Interest shall be Three Hundred Three Thousand and 00/100 (\$303,000.00) Dollars, which Purchase Price shall be paid at the Closing as hereinafter defined.

II.

Representations and Warranties of the Company

As a material inducement to the Purchaser to enter into this Agreement and with the understanding that Purchaser will be relying thereon in consummating the transactions contemplated hereunder, Seller hereby represents and warrants to the Purchaser as follows:

2.1. Organization and Standing. The Company is a limited liability company organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and is duly qualified to do business in the Commonwealth of Massachusetts and is

not required to be licensed or qualified in any other jurisdiction in order to conduct its business or own its property. The Company has all requisite power and authority to conduct its business as it is now conducted or supposed to be conducted and to own, lease and operate its properties and assets. The copies of the Company's Articles of Organization and Operating Agreement delivered to Purchaser's counsel are complete and correct. The Company is not in violation of any term of its Articles of Organization or Operating Agreement.

2.2. Authority of Seller. The Seller has full power and authority to execute, deliver and perform this Agreement and to consummate the transaction contemplated hereby. This Agreement has been approved and duly executed and delivered by the Seller, the Company and each Member. This Agreement constitutes, and such other agreements or instruments executed by the Seller and the Purchaser pursuant hereto will constitute, the legal, valid and binding obligations of the Company, and are, or will be, enforceable against the Company in accordance with their respective terms.

2.3. Membership Interest. Upon the transfer of the Membership Interest by the Seller to the Purchaser, the Purchaser will hold beneficial and legal title to the Membership Interest, free and clear of all Encumbrances other than restrictions on transfer imposed by federal and state securities laws, and the Membership Interest will be duly authorized, fully paid, and non-assessable.

2.4. Ability to Carry Out the Agreement. The execution and delivery of this Agreement by the Seller and the Company does not, and the consummation by the Seller and the Company of the transactions contemplated hereby will not, to the knowledge of Seller nor the Company, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination under, or accelerate the performance required by, or result in the creation of any lien, security interest, charge, increase in liability or other encumbrance ("**Encumbrances**") upon the Membership Interest or any of the assets of the Company under, any provision of:

- (a) any law, statute, rule, regulation, or judicial or administrative decision,
- (b) any charter documents,
- (c) any mortgage, deed of trust, lease, note, security agreement, bond, indenture, contract or other instrument or agreement, or
- (d) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator relating to the Company or either Member.

2.5. No Defaults. Neither the Seller nor the Company are in default or breach under, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not result in any breach or acceleration of any of, the terms or conditions of the Company's Articles of Organization or Operating Agreement.

2.6. Lawsuits, Proceedings, etc. Neither the Company nor the Seller are engaged in any legal action or other proceedings before any court or administrative agency which would or might prohibit the transactions contemplated by this Agreement. The Company is not a party to any action or proceeding, nor, to Seller's knowledge, has it been threatened with any such action or proceeding, which will or could have a material adverse effect on the condition, financial or otherwise, of the Company.

2.7. Legal Compliance. The Seller and the Company have complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof), and, to Seller's knowledge, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against the Seller nor the Company alleging any failure so to comply.

2.8. Disclosure. The Seller has not withheld from the Purchaser any material facts relating to the Company or the Business.

2.9. Representations and Warranties. The representations and warranties contained in Sections 2.1 through 2.8 hereof shall be true in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date. Such representations and warranties have been made by Company with the knowledge and expectation that the Purchaser is relying thereon, and such representations and warranties shall survive the Closing for a period of twelve (12) months and, subject to the provisions elsewhere in this Agreement, shall remain operative in full force and effect following the Closing Date and shall not be deemed merged in any document or instruction executed or delivered by Company or either Member on the Closing Date.

2.10 DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS THE EXPLICIT INTENT OF EACH PARTY, AND THE PARTIES AGREE, THAT NEITHER SELLER NOR ANY OF ITS REPRESENTATIVES OR ANY OTHER PERSON HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE COMPANY'S ASSETS, OR ANY PART THEREOF, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLES II AND III. IN PARTICULAR, AND WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER AND ITS REPRESENTATIVES MAKE NO REPRESENTATION OR WARRANTY TO PURCHASER WITH RESPECT TO ANY FINANCIAL PROJECTIONS OR FORECASTS RELATING TO THE COMPANY, THE INTERESTS, THE BUSINESS OR ANY OF THE COMPANY'S ASSETS, OR ANY PART THEREOF.

III.

Representations and Warranties of the Purchaser

As a material inducement to the Company and each Member to enter into this Agreement and to consummate the purchase and sale contemplated hereunder, the Purchaser hereby represents and warrants to the Company and each Member as follows:

3.1. Authority of Purchaser. The Purchaser is an individual residing within the Commonwealth of Massachusetts and is duly qualified to do business in the Commonwealth of Massachusetts and is not required to be licensed or qualified in any other jurisdiction. The Purchaser has full power and authority to execute, deliver and perform this Agreement and to consummate the transaction contemplated hereby. This Agreement has been duly executed and delivered by the Purchaser. This Agreement constitutes and such other agreements or instruments executed by Purchaser pursuant hereto will constitute, the legal, valid and binding obligations of Purchaser, and are, or will be, enforceable against Purchaser in accordance with their respective terms.

3.2. No Breaches. The consummation of the transactions contemplated by this Agreement will not result in a breach or violation of, or default under, any judgment, decree, mortgage, agreement, indenture or other instrument to which the Purchaser is a party or is bound.

3.3. Representations and Warranties. The representations and warranties contained in Sections 3.1 and 3.2 hereof shall be true in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date. Such representations and warranties have been made by the Purchaser with the knowledge and expectation that the Company and each Member are relying thereon, and such representations and warranties shall survive the Closing for a period of twelve (12) months and, subject to the provisions elsewhere in this Lease, shall remain operative and in full force and effect following the Closing Date and shall not be deemed merged in any document or instruction executed or delivered by Purchaser on the Closing Date.

3.4 Investment Purposes. Purchaser is purchasing the Membership Interest for investment purposes only. Purchaser is familiar with investments of the nature contemplated under this Agreement and with the Company specifically and is familiar with the risks that may be encountered by such investment, and he is capable of evaluating, and has evaluated, the merits and risks inherent in purchasing the Membership Interest contemplated under this Agreement and is able to bear the economic risks of such investment.

IV.

Diligence Review Period; Termination Rights

4.1 Diligence Review. Commencing on the Effective Date of this Agreement and ending at 5:00 p.m. on the date that is five (5) days from the Effective Date (the "**Diligence Review Period**"), Purchaser shall have an opportunity to review all materials related to the Company, including, without limitation the following: (a) all financial records of the Company; (b) all vendor agreements and contracts; (c) all applicable licenses, permits, approvals, certificates of compliance for the operation of the business; (d) all member contracts; (e) all other monthly invoices received by the Company; and (f) any and all additional documentation and

information reasonably requested by the Purchaser prior to the expiration of the Diligence Review Period.

4.2 Termination Right. Notwithstanding anything contained in this Agreement to the contrary, either party shall have the right to terminate this Agreement at any time, and for any reason, including no reason at all, on or before the expiration of the Diligence Review Period. In order to exercise such right of termination, the terminating party shall deliver written notice of such election to the other party and this Agreement shall immediately be null and void and of no further force and effect.

V. Closing

5.1. General Procedure. At the closing, each Party shall deliver to the other Party such documents, instruments and materials as may be reasonably required in order to effectuate the intent and provisions of this Agreement, and all such documents, instruments and materials shall be reasonably satisfactory in form and substance to counsel for the other Party.

5.2. Time and Place. The closing of the purchase and sale of the Membership Interest and the other transactions contemplated hereunder ("**Closing**") shall take place on or before 10:00 o'clock a.m. on May 20, 2024 (the "**Closing Date**") by delivery and exchange of documents by electronic mail transmission and the Purchase Price by bank check or wire transfer. The Closing shall be deemed effective at 12:01 a.m. on the Effective Date.

5.3. Tax Returns. The Company shall be responsible for filing all federal and state tax returns and all tax liabilities for 2024 and shall cause issue Schedule K-1's to each of the Seller and the Purchase for their respective interest in the Company prior to, or following, the Closing Date, as the case may be.

VI. Indemnity

6.1 Seller's Indemnity. Seller hereby agrees to indemnify and hold Purchaser, its members, managers, employees and agents (the "**Seller Indemnified Parties**") harmless from and against any and all claims, losses, liabilities, damages, costs or expenses, including reasonable attorneys' fees related to any such costs suffered by or asserted against the Purchaser in connection with or arising out of the Membership Interest prior to the Closing Date. Seller shall have the right to defend, at their expense and with counsel of their choice, any claims against the Purchaser that may involve any claims for indemnification under this paragraph and prior to entering into any settlement involving any claims for indemnification under this paragraph, Purchaser will give Seller reasonable notice thereof and a reasonable opportunity to defend including appeals. Purchaser will cooperate with Seller in any such litigation.

6.2 Purchaser's Indemnity. Purchaser hereby agrees to indemnify and hold Seller, its members, managers, employees and agents (the "**Purchaser Indemnified Parties**") harmless from and against any and all claims, losses, liabilities, damages, costs or expenses, including reasonable attorneys' fees related to any such costs suffered by or asserted against the Purchaser in connection with or arising out of the Membership Interest arising on or after the

Closing Date. Purchaser shall have the right to defend, at his expense and with counsel of his choice, any claims against the Seller any claims for indemnification under this paragraph and prior to entering into any settlement involving any claims for indemnification under this paragraph, Seller will give Purchaser reasonable notice thereof and a reasonable opportunity to defend including appeals. Seller will cooperate with Purchaser in any such litigation.

6.3 Certain Limitations. The obligations of the Parties under Sections 6.1 and 6.2 shall expire on the date that is six (6) months following the Closing Date, except that the obligation of the Parties to indemnify with respect to bona fide claims for indemnity made in writing prior to the date that is six (6) months following the Closing Date shall continue until final resolution of such claims. The Parties acknowledge and agree that, other than in the case of fraud or willful misconduct, in no event shall either party be required to indemnify the other party in an amount exceeding the Purchase Price. In addition, the Parties agree that in no event shall either Party be required to indemnify the other Party until the amount of such indemnification exceeds the sum of \$1,000, whereupon the Parties shall be entitled to recover losses in excess of \$1,000. To the extent that any claim is, or may be, covered by any insurance policy of Purchaser or Seller, Purchaser shall use reasonable efforts to obtain coverage under any such insurance policy prior to making any indemnification claim against Seller in relation to such claim, and Seller's indemnification obligations under this Section 6 shall be reduced by any amounts received by Purchaser under any such insurance policy.

VII.

Liquor License; Corporate Reorganization; Company Indemnification

7.1. Liquor License Amendment. The Company agrees to complete an application to amend the Liquor License (the "**Amendment**") and file the same with the appropriate depart of the Town of Needham and the Massachusetts Alcoholic Beverages Control Commission, which amendment will remove the Seller from the Liquor License.

7.2. Corporate Reorganization. On the Closing Date, Seller shall execute and deliver to the Company any and all documents reasonably requested by the Company to remove the Seller as a Manager of the Company and the Company shall attend to filing the same with the Corporations Division of the Secretary of the Commonwealth for the Commonwealth of Massachusetts.

7.3 Company Indemnification. The Company shall indemnify Seller from and against any and all claims, losses, liabilities, damages, costs or expenses, including reasonable attorneys' fees related to any such costs suffered by or asserted against the Seller resulting from Seller's continuing interest in the Liquor License from and after the Closing Date or Seller's failure to timely file the amendment to remove Seller as a Manager of the Company. Seller shall reasonably cooperate with the Company relative to the filing of all documents required in either Section 7.1 or 7.2, at no additional cost to the Seller.

VIII.

Miscellaneous

8.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable against the Parties hereto and their respective successors and assigns. This Agreement and the rights, interests and obligations hereunder shall not be assignable by either the Purchaser, the Company, or either Member without the prior written consent of the other parties. Any assignment in violation hereof shall be void.

8.2. Governing Law; Consent to Jurisdiction. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the Commonwealth of Massachusetts.

8.3. Entire Agreement and Counterparts. This Agreement evidences the entire agreement between the Company and the Purchaser relating to the issuance and purchase of the Membership Interest and supersede in all respects any and all prior oral or written agreements or understandings. This Agreement shall be amended or modified only by written instrument signed by the Company and the Purchaser. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement.

8.4. Headings. Section and article headings used in this Agreement have no legal significance and are used solely for convenience of reference.

8.5. Severability. Each and every provision of this Agreement shall be deemed valid, legal and enforceable in all jurisdictions to the fullest extent possible. Any provision of this Agreement that is determined to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be adjusted and reformed rather than voided, if possible, in order to achieve the intent of the Parties. Any provision of this Agreement that is determined to be invalid, illegal or unenforceable in any jurisdiction which cannot be adjusted and reformed shall for the purposes of that jurisdiction, be voided. Any adjustment, reformation or avoidance of any provision of this Agreement shall only be effective in the jurisdiction requiring such adjustment or avoidance, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or adjusting, reforming, voiding or rendering that provision or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

8.6. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any references to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

8.7. Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal court sitting in the Commonwealth of Massachusetts, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

8.8 Electronic Signatures. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by all of the other Parties. Signatures delivered electronically or by facsimile shall be deemed to be original signatures. This Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, PDF, or other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other Pa party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract shall raise the use of a facsimile machine, PDF, or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, PDF or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Seller, the Purchaser and the Company have executed this Agreement by their respective duly authorized representatives as of the date set forth in the first paragraph.

PURCHASER:

DocuSigned by:

E25E73D89C91405...

Scott Drago

SELLER:

DocuSigned by:

1D435296FAB64F8...

Corey Peyser

COMPANY:

BLUE RESTAURANT NEEDHAM LLC

DocuSigned by:

C1DC66FF0D1F416...
By: _____
Name: Adam Patti
Title: Manager

DocuSigned by:

1D435296FAB64F8...
By: _____
Name: Corey Peyser
Title: Manager

LEASE

**882 HIGHLAND STREET
NEEDHAM, MASSACHUSETTS**

**LANDLORD:
JANUARY HOLDINGS, LLC**

**TENANT:
BLUE RESTAURANT NEEDHAM LLC**

TABLE OF CONTENTS

SECTION 1 - BASIC DATA

Section 1.1 - Data and Terminology

SECTION 2 - PREMISES AND TERM

Section 2.1 - Premises

Section 2.2 - Term

Section 2.3 - Option to Extend Term

SECTION 3 - CONDITION OF PREMISES – WORK TO BE UNDERTAKEN

Section 3.1 - Condition of Premises

Section 3.2 – Landlord’s Work

Section 3.3 – Construction Contract and Improvement Allowance

Section 3.4 – Tenant’s Work

Section 3.5 – Construction Standards

Section 3.6 - Tenant’s Sign

SECTION 4 – USE

Section 4.1 – Use

Section 4.2 – Permits

Section 4.3 - Landlord Use Warranty

Section 4.4 - Noise/Odors/Disturbance

SECTION 5 – FIXED RENT

Section 5.1 – Annual Fixed Rent

SECTION 6 – ADDITIONAL RENT

Section 6.1 - Real Estate Taxes

Section 6.2 – Operating Expenses

Section 6.3 – Other Taxes and Fees

SECTION 7 - INSURANCE

Section 7.1 - Tenant’s Insurance

Section 7.2 - Landlord’s Insurance

Section 7.3 - Requirements Applicable to Insurance Policies

Section 7.4 - Waiver of Subrogation

SECTION 8 – UTILITIES AND MAINTENANCE

Section 8.1 - Utilities

Section 8.2 – Tenant’s Maintenance

Section 8.3 - Smoke and Carbon Monoxide Detectors:

Section 8.4 - Pest Control

Section 8.5 - Grease Trap and Vent Cleaning

Section 8.6 – Landlord’s Maintenance

SECTION 9 – COMPLIANCE WITH LAWS AND INSURER REQUIREMENTS

Section 9.1 – Compliance

Section 9.2 – Hazardous Substances

Section 9.3 – Public Authority and Insurer Requirements

SECTION 10 – LIABILITY AND INDEMNIFICATION

Section 10.1 - Indemnity

Section 10.2 – Personal Property at Tenant's Risk

SECTION 11 – LANDLORD'S ACCESS

Section 11.1 - Landlord's Right to Enter

SECTION 12 – SUBORDINATION AND ESTOPPEL

Section 12.1 – Subordination

Section 12.2 – Estoppel Certification

SECTION 13 - DEFAULT

Section 13.1 - Events of Default

Section 13.2 - Remedies

Section 13.3 - Landlord's Right to Cure Default

Section 13.4 - Effect of Waivers of Default

Section 13.5 – No Accord and Satisfaction

Section 13.6 - Interest on Overdue Sums

Section 13.7 – Payment of Landlord's Cost of Enforcement

SECTION 14 – ASSIGNMENT AND SUBLEASING

Section 14.1 – Tenant's Assignment and Subletting

Section 14.2 - Landlord's Assignment

SECTION 15 - CASUALTY OR TAKING

Section 15.1 – Casualty

Section 15.2 – Taking

SECTION 16 - SURRENDER

Section 16.1 - Yield up

Section 16.2 – Holding Over

SECTION 17 – DEPOSITS

Section 17.1 – Deposits

SECTION 18 – LIQUOR LICENSE

Section 18.1 - Application and Procedure

Section 18.2 – Conduct of Business

Section 18.3 – Indemnity

Section 18.4 – Liability Insurance

SECTION 19 - MISCELLANEOUS PROVISIONS

Section 19.1 - Notices from One Party to the Other

Section 19.2 - Quiet Enjoyment

Section 19.3 - Lease Not to Be Recorded; Notice of Lease

Section 19.4 - Bind and Inure; Limitation of Landlord's Liability

Section 19.5 - Acts of God

Section 19.6 - Brokerage

Section 19.7 - Governing Law

LEASE

This Lease made this 10th day of January, 2022, by and between **JANUARY HOLDINGS, LLC**, a Massachusetts limited liability company, of 60 Dedham Avenue, Suite 203, Needham, Massachusetts 02492, and its successors and assigns (hereinafter referred to as the “Landlord”) and **BLUE RESTAURANT NEEDHAM LLC**, a Massachusetts limited liability company having an address of 257 Country Way, Needham, MA 02492, and its successors and assigns (hereinafter referred to as the “Tenant”).

WITNESSETH:

SECTION 1 **BASIC DATA**

Section 1.1. Data and Terminology. The following sets forth basic data hereinafter referenced in this Lease, and, where appropriate, constitutes definitions of the terms hereinafter listed.

- (a) *Date of this Lease:* January 10, 2022
- (b) *Landlord:* January Holdings, LLC, and its successors and assigns
- (c) *Mailing Address of Landlord:* 60 Dedham Avenue, Suite 203, Needham, Massachusetts 02492
- (d) *Tenant:* Blue Restaurant Needham, LLC and its successors and assigns
- (e) *Mailing Address of Tenant:* 257 Country Way, Needham, MA 02494
- (f) *Premises:* The entire property known and numbered as 882 Highland Avenue, Needham, Massachusetts, containing approximately 4,540 square feet of land and a building with a floor area of approximately 3,332 square feet.
- (g) *Lease Term:* Commencing on the Commencement Date (as that term is herein defined) and shall expiring on the date that is the day immediately prior to the tenth (10th) anniversary of the Commencement Date.
- (h) *Commencement Date:* The Commencement Date is the date upon Tenant purchases the assets of the business known as Blue on Highland.
- (i) *Lease Year:* The twelve (12) month period commencing on the Commencement Date and ending on the date that is the day immediately prior to the twelve (12) month anniversary of the Commencement Date, and each successive twelve (12) month period thereafter.
- (j) *Extension Term:* Two (2) options to extend for a term of five (5) years each.

- (k) *Annual Fixed Rent During Initial Lease Term:* The Annual Fixed Rent for the First and Second Lease Years during the Initial Lease Term shall be One Hundred Twenty-Five Thousand (\$125,000.00) Dollars per Lease Year, the Annual Fixed Rent for the Third, Fourth, and Fifth Lease Years during the Initial Lease Term shall be One Hundred Fifty Thousand (\$150,000.00) Dollars per Lease Year, and the Annual Fixed Rent for the Sixth, Seventh, Eighth, Ninth, and Tenth Lease Year of Initial Lease Term shall be One Hundred Two (102%) Percent of the Annual Fixed Rent for the immediately preceding Lease Year.
- (l) *Annual Fixed Rent During Extension Term:* The Annual Fixed Rent for each Lease Year during the Extension Terms shall be One Hundred Two (102%) Percent of the Annual Fixed Rent for the immediately preceding Lease Year.
- (m) *Additional Rent:* Such other sums and payments due from Tenant to Landlord under the provisions of this Lease.
- (n) *Permitted Uses:* The Premises shall be used for purposes of operating a full-service restaurant including the sale of alcoholic beverages.
- (o) *Public Liability Insurance Limit:* Bodily Injury and Property Damage coverage with combined single limit of \$2,000,000, or greater amount as reasonably required by Landlord from time to time.
- (p) *Deposits:* The sum required to be paid by Tenant to Landlord upon execution of this Lease.
- (q) *Broker:* None
- (r) *Guarantor:* Adam Patti and Corey Peyser

SECTION 2

PREMISES AND TERM

Section 2.1. Premises. Landlord hereby leases and demises the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to any and all existing encumbrances and other matters of record and subject to the terms and provisions of this Lease, together with right to use in common, with others entitled thereto, any common areas including parking lot. Landlord reserves the right at Landlord's sole discretion to designate specific parking spaces for Tenant's use. Landlord reserves the right to adopt reasonable rules and regulations for the building and Premises including the parking areas.

Section 2.2. Term. To have and to hold for the Lease Term commencing on the Commencement Date, unless sooner terminated as hereinafter provided.

Section 2.3. Option to Extend Term. Tenant shall have the option to extend the term of this Lease for the Extension Terms, provided (i) no default (beyond any applicable grace period) in the obligations of Tenant under this Lease shall exist at the time any such option is exercised and (ii)

Tenant shall give written notice to Landlord of its exercise of each such option not less than six (6) months prior to expiration of the original Term or the first Extension Term, as the case may be. All of the terms and provisions of this Lease shall be applicable during the Extension Term, except that Tenant shall have no option to extend the term of the Lease beyond the second Extension Term, and the Annual Fixed Rent during the Extension Terms shall be as set forth in Section 1.1(n).

SECTION 3 **CONDITION OF PREMISES – WORK TO BE UNDERTAKEN**

Section 3.1. Condition of Premises. Except as further provided in this Lease, Tenant agrees to accept the Premises in its present “as is” condition without any warranties or representations of any kind or nature, and Landlord shall not be obligated to perform any work or make any improvements prior to or during Tenant’s occupancy.

Section 3.2. Tenant’s Work. Tenant shall make no structural alterations or additions to the Premises, but may, at Tenant’s sole cost and expense, make non-structural alterations provided the Landlord consents thereto in writing, which consent shall not be unreasonably withheld or delayed; provided, however, that Tenant shall not require Landlord’s consent for non-structural, cosmetic alterations the cost of which shall not exceed \$15,000.00. In all cases, Tenant shall provide Landlord with stamped architectural plans for all work proposed by Tenant.

Section 3.5. Construction Standards. Any Tenant’s Work required to be approved, and so approved, by Landlord shall be performed only in accordance with plans and specifications therefore approved by Landlord. Tenant shall procure at Tenant’s sole expense all necessary permits and licenses before undertaking any work on the Premises and shall perform all such work in a good and workmanlike manner, employing materials of good quality and so as to conform with all applicable zoning, building, fire, health, and other codes, regulations, ordinances, and laws, and with all applicable insurance requirements. Tenant shall keep the Premises at all times free of liens for labor and materials and shall pay or bond off any such liens within thirty (30) days of receipt of written notice of any such lien. Tenant shall employ for such work only contractors approved by Landlord (which approval shall not be unreasonably withheld or delayed) and shall require all contractors employed by Tenant to carry workers’ compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contractors on or about the Premises in amounts that at least equal the limits set forth in Section 1 and to submit certificates evidencing such coverage to Landlord prior to the commencement of such work. All such insurance policies shall name Landlord as an additional insured. Tenant shall 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. Landlord may inspect the work of Tenant at reasonable times and give notice of observed defects.

Section 3.6. Tenant’s Sign. Subject to Landlord’s reasonable approval, Tenant shall be allowed to erect, at Tenant’s sole cost and expense, a sign relating to Tenant’s business and incorporating Tenant’s trade name and logo, and in such location on the front of the building of which the Premises are a part as designated by the Landlord. Any such sign shall conform to any

municipal sign by-law or ordinance, and Tenant shall be responsible for obtaining any and all required municipal permits and approvals for the same.

SECTION 4 **USE**

Section 4.1. Use. Tenant shall use the Premises only for the Permitted uses.

Section 4.2. Permits. Except as otherwise provided in this Lease, Tenant, at Tenant's sole cost and expense, shall be solely responsible for securing and obtaining any and all licenses, permits, and approvals from the appropriate municipal department or agency as required and necessary for the Use.

SECTION 5 **FIXED RENT**

Section 5.1. Annual Fixed Rent. Tenant shall pay rent to Landlord at the Address of Landlord or at such other place, or to such other person or entity, as Landlord may by notice to Tenant from time to time direct, at the Annual Fixed Rent set forth in Section 1, in equal installments equal to 1/12th of the Annual Fixed Rent in advance of the first day of each calendar month included in the term, and for any portion of a calendar month at the beginning or end of the term, at that rate payable in advance for such portion.

SECTION 6 **ADDITIONAL RENT**

Section 6.1. Real Estate Taxes. Commencing on the Commencement Date and during the Lease Term or an extension thereof, Tenant shall pay to Landlord, as Additional Rent, One Hundred (100%) Percent of the real estate taxes (under whatever name or designation), assessments (special, betterment, or otherwise), levies, fees, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time, imposed or levied upon, or assessed against, the Premises (including but not limited to the land, building, and any other improvements).

Section 6.2. Other Taxes and Fees. Notwithstanding any provision to the contrary, Tenant shall be responsible for all personal property taxes, and water and sewer charges as provided in Section 8.1 hereof (collectively "taxes and assessments" or if singular "tax or assessment").

SECTION 7 **INSURANCE**

Section 7.1. Tenant's Insurance. Tenant shall maintain throughout the Lease Term and any extension thereto the following insurance:

- (a) commercial general liability insurance for any injury to person or property occurring on the Premises, in amounts that shall, at the beginning of the Term, be at least equal to the

- limits set forth in Section 1, and, from time to time during the term, shall be for such higher limits as are reasonably required by Landlord; and
- (b) all-risk fire and casualty insurance on a replacement value, agreed amount basis, together with rental loss coverage and, flood coverage to the extent the same is available, insuring the building at the Premises ("Building") and its rental value, with commercially reasonable deductibles;
 - (c) insurance against loss or damage from sprinklers and from leakage or explosions or cracking of boilers, pipes carrying steam or water, or both, pressure vessels or similar apparatus, in the so-called "broad form," in such amounts and with commercially reasonable deductibles, and insurance against such other hazards and in such amounts as may from time to time be reasonably required by any bank, insurance company, or other lending institution holding a mortgage on the Building.
 - (d) workers' compensation insurance with statutory limits covering all of Tenant's employees working at the Premises.
 - (e) as required under Section 18.4

Section 7.2. Landlord's Insurance. Landlord, at its sole option and discretion and expense, may maintain throughout the Lease Term and any extension thereof such additional insurance as Landlord deems necessary and appropriate or required by any insurer or mortgagee at Landlord's expense.

Section 7.3. Requirements Applicable to Insurance Policies. All policies for insurance required under the provisions of Section 7.1 shall be obtained from responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein, which companies and the amount of insurance allocated thereto shall be subject to Landlord's approval, which shall not be unreasonably withheld or delayed. Tenant agrees to furnish Landlord with insurance company certificates of all such insurance and copies of the policies therefore prior to the beginning of the Term hereof and of each renewal policy at least thirty (30) days prior to the expiration of the policy it renews. Each such policy shall name Landlord and such persons, including without limitation, Landlord's members and/or managers, as Landlord shall designate from time to time, as additional insureds. Each such policy shall be non-cancelable with respect to the interest of Landlord and such mortgagees without at least thirty (30) days' prior written notice thereto.

Section 7.4. Waiver of Subrogation. All insurance carried by either party with respect to the Premises or to furniture, furnishings, fixtures, or equipment therein, or alterations or improvements thereto, whether or not required, shall include provisions that either designate the other party as one of the insured or 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 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 (even though extra premium may result therefrom) and without voiding the insurance coverage in force between the insurer and the insured party. On reasonable request, each party shall be entitled to have duplicates or certificates of 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, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

SECTION 8

UTILITIES AND MAINTENANCE

Section 8.1. Utilities. Tenant shall be solely responsible and liable for and shall pay directly, when due, any and all charges for gas, telephone, electricity, and other utilities or services used or consumed or otherwise furnished to or for the Premises, (including without limiting the generality of the foregoing any charges related to any heating, air conditioning or ventilating systems serving the Premises). Tenant shall take reasonable steps necessary to have any and all such utilities placed in and invoiced to Tenant in Tenant's name; provided further, that if Tenant is unable to do so Tenant shall remain solely responsible and liable for the same. In the event that any invoice or charge for such utilities is received by Landlord, Landlord shall promptly deliver the same to Tenant. Landlord shall not be liable for any interruption or failure in the supply of any such utilities to the Premises. Nothing contained in the Section 8.1 shall constitute any warranty or representation that any such utility service is available to the Premises.

Section 8.2. Tenant's Maintenance. Tenant shall, at Tenant's sole cost and expense, maintain and keep the Premises (including the HVAC system, electrical, mechanical and other fixtures and equipment now or hereafter on the Premises, walkways, landscaping, and fire sprinkler system) in good and clean order, condition, and repair and in at least as good order, condition, and repair as they are in on the Commencement Date or date installed if put in during the term, only reasonable use and wear excepted. Tenant shall make all repairs and replacements and do all other work necessary for the foregoing purposes whether the same may be ordinary or extraordinary, foreseen or unforeseen. Tenant shall keep in a safe, secure, and sanitary condition all trash and rubbish temporarily stored at the Premises. Tenant shall be responsible for plowing and removal of snow and ice from the Premises. In the event that Tenant fails to maintain, keep, or repair the Premises as required under this Section 8.2, Landlord may, if it so elects, undertake the same and Tenant shall reimburse Landlord for the cost thereof on demand. Tenant shall secure, maintain, and pay for service contracts with appropriate and reputable companies for regular maintenance of the HVAC system and will provide a copy of said contract to the Landlord.

Section 8.3. Smoke and Carbon Monoxide Detectors: In addition to the general requirements of Section 8.2, Tenant shall, at Tenant's sole cost and expense, maintain the approved smoke and carbon monoxide detectors in the Premises which are monitored on a 24-hour per day, 7-day a week basis by a third party providing such services and approved by the Landlord and Landlord's insurer. Tenant shall furnish Landlord with a copy of the contract from the third party providing said monitoring services.

Section 8.4. Pest Control. In addition to the general requirements of Section 8.2, Tenant shall, at Tenant's sole cost and expense, keep the premises free of all pests and shall engage and retain a professional pest/extermination company duly qualified, licensed and insured to render and perform regular pest control and extermination services as required but at least once per month. Tenant shall furnish Landlord with a copy of the executed contract with said professional pest/extermination company.

Section 8.5. Grease Trap and Vent Cleaning. In addition to the general requirements of Section 8.2, Tenant shall, at Tenant's sole cost and expense, have the grease traps and Ansell venting system cleaned as required but at least semi-annually (or more frequently if required by any applicable law or any governmental board or agency) by a professional company duly qualified, licensed, and insured to perform such service. Tenant shall furnish Landlord with certification from said professional company evidencing that such cleaning has been performed.

Section 8.6. Landlord's Maintenance: The Landlord agrees to maintain the structure of the building (including the roof, foundation and structural supports) of which the Premises are a part in the same condition as it is on the Commencement Date, reasonable wear and tear, damage by fire or other casualty excepted. Notwithstanding the forgoing, it is understood and agreed that Tenant shall be responsible to repair any and all damage to any structural portion of the building, including but not limited to the roof, to the extent that such damage is caused by Tenant or its employees, agents, contractors or vendors.

SECTION 9

COMPLIANCE WITH LAWS AND INSURER REQUIREMENTS

Section 9.1. Compliance. Tenant shall not injure, overload, deface, or otherwise harm the Premises, nor conduct any trade, business, or occupation at the Premises, or otherwise use the Premises, in any manner which is unlawful, improper, noisy, offensive or contrary to any law (including any municipal by-law).

Section 9.2. Hazardous Substances. Without limiting the generality of Section 9.1, Tenant shall not bring, keep, or maintain, or permit to be brought, kept, or maintained in or on the Premises any hazardous, toxic, inflammable, combustible, or explosive fluid, material, chemical, or substance, including without limitation such substance defined as hazardous under Chapter 21E of the General Laws of Massachusetts, except such substances and in such quantities as are typically kept and maintained in businesses operating the Permitted Use. Landlord warrants and represents that as of the date hereof, Landlord has no knowledge of the existence or allegation of the existence of any of the same at the Premises and indemnifies Tenant against any and all liability, losses and expenses incurred as a result of any Hazardous Substances in or on the Premises as of the date of this Lease.

Section 9.3. Public Authority and Insurance Requirements. Tenant shall make all repairs, alterations, additions, or replacements to the Premises required by any law or ordinance, or any order or regulation of any public authority, and shall keep the Premises equipped with all safety appliances so required. Tenant shall comply promptly with the recommendations of any insurer, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, by reason of Tenant's use thereof. In no event shall any activity be conducted by Tenant on the Premises that may give rise to any cancellation of any insurance policy or make any insurance unobtainable.

SECTION 10
LIABILITY AND INDEMNIFICATION

Section 10.1. Indemnity. Tenant shall save Landlord harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from (a) injury to or death of any person, or damage to or loss of property, occurring in the Premises or connected with the use, condition, or occupancy of any thereof, (b) violation of this Lease by Tenant; or (c) any act, fault, omission, or other misconduct of Tenant or its agents, contractors, licensees, sublessees, or invitees.

Landlord shall save Tenant harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from (a) injury to or death of any person, or damage to or loss of property, occurring in the Premises or connected with the use, condition, or occupancy of any thereof caused by the negligence or misconduct of Landlord, (b) violation of this Lease by Landlord; or (c) any act, fault, omission, or other misconduct of Landlord or its agents or contractors.

Section 10.2. Personal Property at Tenant's Risk. All furnishings, fixtures, equipment, effects, and property of every kind of Tenant and of all persons claiming by, through, or under Tenant that 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, steam pipes, or other pipes, or by theft or from any other cause, no part of such loss or damage shall be the responsibility of Landlord.

SECTION 11
LANDLORD'S ACCESS

Section 11.1. Landlord's Right to Enter. Tenant shall permit Landlord and its agents to enter into the Premises at reasonable times and upon reasonable notice during normal business hours (except in the case of an emergency) to examine the Premises; make such repairs and replacements as Landlord may elect, without however, any obligation to do so; and show the Premises to prospective purchasers and lenders, and, during the last three months of the last Lease Year of the Lease, to show the Premises to prospective tenants.

SECTION 12
SUBORDINATION AND ESTOPPEL

Section 12.1. Subordination. At the election of the Landlord, this Lease shall be subject to and subordinate in all respects to any and all mortgages, deeds of trust, or other instruments in the nature of a mortgage, now placed or which at any time hereafter be placed on the Premises. Upon request Tenant shall execute and deliver to Landlord such non-disturbance and subordination agreements from any such lender in commercially reasonable form and reasonably acceptable to Tenant.

Section 12.2. Estoppel Certification. Upon not less than ten (10) business days' prior notice to Tenant, Tenant shall execute, acknowledge, and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that, except as stated therein, Tenant has no knowledge of any defenses, offsets, or counterclaims against its obligations to pay the Fixed Rent and Additional Rent and any other charges and to perform its other covenants under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, or counterclaims, setting them forth in reasonable detail), the dates to which the Fixed Rent and Additional Rent and other charges have been paid and a statement that Landlord or Tenant, respectively, is not in default hereunder (or if in default, the nature of such default, in reasonable detail).

SECTION 13 **DEFAULT**

Section 13.1. Events of Default.

- (a) If Tenant shall default in the performance of any of its obligations to pay the Fixed Rent, or any other sum payable hereunder, and if such default shall continue for ten (10) business days after notice from Landlord designating such default;
- (b) if within ten (10) business days after notice from Landlord to Tenant specifying any other default or defaults Tenant has not commenced diligently to correct the default or defaults so specified or has not thereafter diligently pursued such correction to completion, and in any event cured such default within thirty (30) days;
- (c) if any assignment for the benefit of creditors shall be made by Tenant;
- (d) if Tenant's leasehold interest shall be taken on execution or other process of law in any action against Tenant;
- (e) if a lien or other involuntary encumbrance is filed against Tenant's leasehold interest and is not discharged within thirty (30) days thereafter;
- (f) if a petition is filed by Tenant for liquidation, or for reorganization or an arrangement or any other relief under any provision of the Bankruptcy Code as then in force and effect; or
- (g) if an involuntary petition under any of the provisions of said Bankruptcy Code is filed against Tenant and such involuntary petition is not dismissed within thirty (30) days thereafter,

then the Landlord may terminate the Lease seven (7) days written notice to Tenant; provided, however, that if Tenant cures any such Event of Default prior to Landlord electing to terminate this Lease as provided for herein, then Landlord's right to terminate the Lease as to that Event of Default shall be null and void; provided, further, such right to cure shall be applicable to only two (2) Events of Default in any twelve (12) month period.

Section 13.2. Remedies. In the event that this Lease is terminated under any of the provisions contained in Section 13.1, Tenant shall pay forthwith to Landlord, any and all Fixed Rent, and any other sums which would due under the normal expiration of the Lease Term; provided however, that if Landlord re-lets the Premises, Tenant shall receive a credit against the Fixed Rent due hereunder. Nothing hereunder requires Landlord to further mitigate Landlord's damages.

Section 13.3. Landlord's Right to Cure Defaults. At any time following ten (10) days' prior notice to Tenant (except in cases of emergency when no notice shall be required), Landlord may (but shall not be obligated to) cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorney fees, in curing a default shall be paid by Tenant to Landlord on demand, together with interest thereon at the rate provided in Section 13.6 from the date of payment by Landlord to the date of payment by Tenant.

Section 13.4. Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission that otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach by Landlord or of any of Landlord's remedies on account thereof, including its right of termination for such default.

Section 13.5. No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Fixed Rent, or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, unless Landlord elects by notice to Tenant to credit such sum against the most recent installment due. Any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge shall not be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy under this Lease or otherwise.

Section 13.6. Interest on Overdue Sums. If Tenant fails to pay Fixed Rent, or any other sum payable by Tenant to Landlord by the due date thereof (i.e., the due date disregarding any requirement of notice from Landlord or any period of grace allowed to Tenant), the amount so unpaid shall bear interest at the rate of eighteen percent (18%) per annum; provide, however, that if such rate is in excess of any maximum interest rate permissible under applicable law, the interest rate shall be the maximum interest rate permissible under applicable law.

Section 13.7. Payment of Landlord's Cost of Enforcement. Tenant shall pay, on demand, Landlord's expenses, including reasonable attorney fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease.

SECTION 14
ASSIGNMENT AND SUBLEASING

Section 14.1. Tenant's Assignment and Subletting. Tenant shall not assign, transfer, mortgage, or pledge this Lease or grant a security interest in Tenant's rights hereunder or sublease (which term shall be deemed to include the granting of concessions and licenses and the like) all or any part of the Premises or suffer or permit this Lease or the leasehold estate hereby created or any other rights arising under this Lease to be assigned, transferred, or encumbered, in whole or in part, whether voluntarily, involuntarily, or by operation of law, or permit the occupancy of the Premises by anyone other than Tenant, without, in each instance, Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord's failure to consent shall not be considered unreasonable if based upon factors such as but not limited to financial responsibility and capability, and, in the case of a use different from the Permitted Uses, the nature and type of the proposed use, the need for alterations to the Premises, potential violation of provisions in Landlord's other leases, and the burden placed upon parking and the Building facilities; provided, however, that in the case of an assignment to a proposed assignee for the continued operation of the Premises as a restaurant,, Landlord's withholding its consent to such assignment shall be considered unreasonable if the proposed assignee has a similar financial strength or restaurant experience as the Tenant. Any attempted assignment, transfer, mortgage, pledge, grant of security interest, sublease, or other encumbrance, except with prior written approval thereof from Landlord, shall be void. Landlord's failure to consent shall not be considered unreasonable if based upon factors such as but not limited to financial responsibility and capability, the nature and type of the proposed use, potential violation of provisions in Landlord's other leases, the need for alterations to the Premises, and the burden placed upon parking and the buildings facilities. No assignment, transfer, mortgage, grant of security interest, sublease, or other encumbrance, whether or not approved, and no indulgence granted by Landlord to any assignee or sublessee, shall in any way impair the continuing primary liability (which after an assignment shall be joint and several with the assignee) of Tenant hereunder and no approval in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in any other case. Tenant shall be responsible for all of reasonable Landlord's cost, including but not limited to attorneys' fees, associated with any assignment or sublease, not to exceed \$2,500.00. Notwithstanding the foregoing, Tenant shall be permitted to assign its interest under this Lease to any entity of which Tenant has at least a fifty (50%) percent ownership interest without Landlord's consent (a "Permitted Assignment"), provide however, that Tenant shall provide written notice to Landlord of any Permitted Assignment at least thirty (30) days prior to the effective date of such Permitted Assignment, and provided further such Permitted Assignment shall not negate or otherwise terminate the Guaranty hereunder unless Landlord consents to the substitution of the Guaranty with another guarantor.

Section 14.2: Landlord's Assignment. Landlord has the full right and authority to assign this Lease. In the event that Landlord sells or otherwise conveys the Premises, this Lease shall automatically be assigned to the new record title holder of the Premises upon the recording of the deed from Landlord to said new record title holder; provided, however, that upon request Tenant shall execute such documents reasonably requested by Landlord relative to any such assignment.

SECTION 15 **CASUALTY OR TAKING**

Section 15.1. Casualty. In the event the Premises are damaged by fire or other casualty, Tenant shall in a reasonably diligent and timely manner, and at Tenant's sole cost and expense rebuild, replace, and otherwise restore the same to its original condition. If Landlord has insurance covering said casualty, the proceeds therefrom shall be applied to such rebuilding, replacing, and restoration. Should any portion of the Premises be substantially damaged by fire or other casualty, Tenant may elect, by notice to Landlord within thirty (30) days thereafter, to terminate this Lease, in which event all insurance proceeds with respect to such damage to the Premises shall instead be paid directly to Landlord.

Section 15.2. Taking. In the event that greater than twenty-five percent (25%) of the Premises shall be taken by any public authority or for any public use or destroyed by the action of any public authority (a "Taking"), this Lease may be terminated by either Landlord or Tenant effective on the effective date of the Taking, by the giving of notice by Landlord or Tenant to the other within thirty (30) days after Landlord or Tenant, as the case may be, shall receive notice of the Taking. If neither Landlord nor Tenant exercises the election to terminate provided in this Section 15.2, this Lease shall continue in force with a proportionate reduction of the Fixed Rent and other charges hereunder. Notwithstanding any provision to the contrary, Landlord reserves, and Tenant grants to Landlord, all rights which the Tenant may have to any damages or award for any taking, except for damages to Tenant's property or equipment and expenses of relocation.

SECTION 16 **SURRENDER**

Section 16.1. Yield Up. At the expiration of the Lease Term or earlier termination of this Lease, Tenant shall surrender all keys to the Premises, remove all of its trade fixtures and personal property in the Premises, remove such installations and improvements made by Tenant as Landlord may request and all Tenant's signs wherever located, repair all damage caused by such removal, and yield up the Premises (including all installations and improvements made by Tenant except for trade fixtures) broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises under this Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises and for use and occupancy during the period after the expiration of the term and prior to Tenant's performance of its obligations under this Section 16.1. At the expiration or termination of this Lease the Premises including any improvements and renovations made thereto by the Tenant (and not removed as provided above) shall remain as the property of the Landlord.

Section 16.2. Holding Over. Tenant shall vacate the Premises immediately upon the expiration or sooner termination of this Lease. If Tenant retains possession of the Premises or any part thereof after the termination of the term without Landlord's express consent, Tenant shall pay Landlord rent at double the monthly rate specified in Section 1 for the time Tenant thus remains in

possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this section do not exclude Landlord's rights of reentry or any other right hereunder, including, without limitation, the right to refuse double the monthly rent and instead to remove Tenant through summary proceedings for holding over beyond the expiration of the term of this Lease.

SECTION 17 **DEPOSITS**

Section 17.1. Deposits. Tenant shall pay to Landlord simultaneously with execution of this Lease the total sum of Twenty-Five Thousand (\$25,000.00) Dollars as a security deposit.

SECTION 18 **LIQUOR LICENSE**

Section 18.1. Application and Procedure. Tenant, at Tenant's sole cost and expense, shall submit to the Licensing Board of the Town of Needham the appropriate and necessary application and related documents and forms for approval and issuance of on-premises all alcoholic beverages license (the "Liquor License") for the Premises currently held by Blue on Highland, LLC. Subsequently, Tenant shall thereafter take such action as is reasonable and necessary and shall otherwise use reasonable and diligent efforts to effectuate the approval of the and issuance of the Liquor License to Tenant. Landlord agrees to cooperate with Tenant in connection with transfer of the Liquor License. If, despite Tenant's good faith and diligent compliance with applicable provisions of law and this Lease, the transfer of the Liquor License is denied or is not otherwise completed within one hundred twenty (120) days of the date of this Lease (which time period may be extended pursuant to the term of the Asset Purchase Agreement by and between Tenant, as Buyer and Blue on Highland LLC, as Seller), Tenant may terminate this Lease by written notice of such effect given to Landlord within said one hundred twenty (120) day period.

Section 18.2. Conduct of Business. Throughout the term of this Lease, Tenant shall use all reasonable efforts and diligence to maintain the Liquor License in full force and effect and in good standing, and at all times shall conduct its business at the Premises in full compliance with all regulations, policies, and laws relating to alcoholic beverage licenses in the Town of Needham and Commonwealth of Massachusetts. In the event that Tenant receives any notice, filing, or any other communication relative to any purported violation or other non-compliance with the terms and conditions of the Liquor License (including but not limited to a violation or non-compliance with any governmental conditions, requirements, rules, regulations, ordinances, or laws) Tenant shall (i) promptly deliver a copy of said notice, filing, or other communication to Landlord and (ii) use reasonable and diligent efforts to rectify and defend against any such purported violation or non-compliance. In the event that said Liquor License is suspended or revoked for a period in excess of seven (7) days, Landlord, at Landlord's sole discretion, may declare the same an Event of Default under this Lease.

Section 18.3. Indemnity. Without limiting any other provisions of this Lease but specifically supplementing the same, Tenant shall indemnify and hold Landlord harmless from and against any and all claims and any and all loss, cost, damage, or expense relating to the sale of liquor and alcoholic beverages in and from the Premises, including, without limitation, any such claim

arising from any act, omission, or negligence of Tenant, or Tenant's contractors, licensees, agents, employees, or invitees, or from any accident, injury, or damage whatsoever caused to any person or property of any person and relating to the sale of liquor or alcoholic beverages in and from the Premises, whether such claim arises or accident, injury or damage occurs within or outside the Premises. This indemnity and hold harmless shall include indemnity against all costs, expenses and liabilities (including, without limitation, legal fees, court costs, and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease.

Section 18.4. Liability Insurance. Without limiting any other provisions of this Lease but specifically supplementing the same, Tenant shall maintain with a responsible and qualified insurance company, so-called "liquor law" or "dram shop" liability insurance with minimum limits coverage of at least Five Million (\$5,000,000.00) Dollars, which shall insure the Tenant and Landlord, against all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, that may arise by reason of or in connection with the sale of alcoholic beverages in and from the Premises. Certificates for such insurance shall be provided to Landlord, shall show the Landlord named as an additional insured, and shall provide that such policies shall not be cancelled or coverage reduced without at least thirty (30) days' prior written notice to the Landlord.

SECTION 19 **MISCELLANEOUS PROVISIONS**

Section 19.1. Notices from One Party to the Other. All notices required or permitted hereunder shall be in writing and addressed, if to Tenant, at the Original Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. Any notice shall be deemed duly given when mailed, by certified or registered mail, return receipt requested, or delivered or tendered for delivery by a nationally recognized overnight delivery service or by a constable or deputy sheriff, to such address.

Section 19.2. Quiet Enjoyment. Landlord agrees that upon Tenant's paying the rent and performing and observing the terms, covenants, conditions, and provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

Section 19.3. Lease Not to Be Recorded; Notice of Lease. Tenant agrees that it will not record this Lease. As the Term of this Lease, including options, exceeds seven (7) years and includes the rights set forth in Section 18 hereof, Landlord and Tenant agree that, on the request of either, they will enter and record a notice of lease reflecting the same in form reasonably acceptable to both parties.

Section 19.4. Bind and Inure; Limitation of Landlord's Liability. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of

the Premises. The obligations of Landlord shall be binding upon the assets of Landlord, which comprise the Premises, but not upon other assets of Landlord. No individual partner, trustee, stockholder, officer, director, employee, or beneficiary of Landlord shall be personally liable under this Lease, and Tenant shall look solely to Landlord's interest in the Premises in pursuit of its remedies upon an event of default hereunder, and the general assets of Landlord and its partners, trustees, stockholders, officers, employees, or beneficiaries of Landlord shall not be subject to levy, execution, or other enforcement procedure for the satisfaction of the remedies of Tenant.

Section 19.5. Acts of God/Force Majeure. In any case where either party hereto is required to do any act (with the exception of payment of Rent or Additional rent), delays caused by, or resulting from, acts of God, war, civil commotion, fire, flood, or other casualty; labor difficulties; shortages of labor, materials, or equipment; government regulations; pandemics (including but not limited to COVID-19), unusually severe weather; or other causes beyond such party's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time, or a "reasonable time," and such time shall be deemed to be extended by the period of such delay. Tenant understands and agrees that neither this Section 19.5 or any other provision of this Lease shall operate to excuse Tenant from the prompt payment of Rent or Additional Rent notwithstanding any acts of God or Force Majeure.

Section 19.6. Brokerage. Landlord and Tenant warrant and represent to each other that it has had no dealings with any broker or agent in connection with this Lease other than the Broker(s) set forth in Section 1 and each shall hold harmless and indemnify the other from and against any and all cost, expense, or liability for any compensation, commissions, and charges claimed by any broker or agent other than the Broker(s) set forth in Section 1.

Section 19.7. Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. There are no prior oral or written agreements between Landlord and Tenant affecting this Lease.

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

LANDLORD,

DocuSigned by:



JANUARY HOLDINGS, LLC

By: Thomas Roderick Walkey,
Manager

TENANT,

DocuSigned by:



BLUE RESTAURANT NEEDHAM LLC

By: Adam Patti, Manager

DocuSigned by:



BLUE RESTAURANT NEEDHAM LLC

By: Corey Peyser, Manager

GUARANTY

In consideration of the letting of certain premises at 882 Highland Street, Needham, Massachusetts to Blue Highland Needham LLC, a Massachusetts limited liability company, as well as other good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned personally guarantees the punctual payment of rent and performance of the covenants in the Lease to be paid and performed by said Lessee up to a maximum of twelve (12) months of rent from and after an Event of Default which remains uncured beyond any applicable notice and cure period, plus any arrearage owed by the Tenant and less any rent collected by Landlord from a subsequent tenant; provided, however, that it is understood and agreed that Landlord has no obligation to re-lease the Premises.

Notwithstanding anything contained in the Lease to the contrary, in the event that Tenant assigns the Lease with Landlord's consent, the undersigned Guarantors shall be released from their obligations under this Guaranty, provided that the proposed assignee provides Landlord with a substitute guaranty from a guarantor or guarantors of similar financial strength of the undersigned Guarantors.

GUARANTORS:

DocuSigned by:

Adam Patti

C1DC68EE0D1E416

Adam Patti

DocuSigned by:

COREY PEYSER

1D435290FA884F9...

Corey Peyser

AMENDMENT TO LEASE

AMENDMENT TO LEASE dated this 3rd day of November, 2023, by and between **MAKARIOS SERIES LLC**, of 10 Rockville Meadows, Millis, Massachusetts 02054 (hereinafter referred to as the "Landlord") and **BLUE RESTAURANT NEEDHAM, LLC**, of 257 Country Way, Needham, MA 02494 (hereinafter referred to as the "Tenant").

WHEREAS, the parties hereto are parties to a certain Lease dated January 10, 2022, (hereinafter referred to as the "Lease") relating to certain premises known and numbered as 882 Highland Avenue, Needham, Massachusetts (hereinafter referred to as the "Premises"); and

WHEREAS, Landlord is also the owner of the real estate known and numbered as 890 Highland Avenue, Needham, Massachusetts, containing approximately 650 square feet of first/level commercial space (the "Adjacent Premises"); and

WHEREAS, Tenant desires to lease the Adjacent Premises from Landlord and combine and use the same in connection with the Premises; and

WHEREAS, Landlord is willing to lease the Adjacent Premises to Tenant, to be combined and used in connection with the Premises.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective January 1, 2024, Section 1.1(f) (*Premises*) of said Lease is hereby amended by deleting the same in its entirety and replacing with the following:

(f) *Premises*: The entire property known and numbered as 882 Highland Avenue, Needham, Massachusetts, containing approximately 4,540 square feet of land and a

building with a floor area of approximately 3,332 square feet, and the premises known and numbered as 890 Highland Avenue, Needham, Massachusetts, containing approximately 650 square feet of first/street level commercial space. The portion of the Premises at 882 Highland Avenue, Needham, Massachusetts, is referred to separately as the "Original Premises" and the portion of the Premises at 890 Highland Avenue, Needham, Massachusetts, is referred to separately as the "Adjacent Premises".

2. Effective January 1, 2024, Section 1.1(g) (*Lease Term*) of said Lease is hereby amended by deleting the same in its entirety and replacing with the following:

Section 1.1(g) (*Lease Term*): Commencing on Commencement Date, and expiring on April 30, 2032.

3. Effective January 1, 2024, Section 1.1(h) (*Commencement Date*) of said Lease is hereby amended by deleting the same and its entirety and replacing with the following:

Section 1.1(h) (*Commencement Date*): The Commencement Date shall be January 1, 2024.

4. Effective January 1, 2024, Section 1.1(i) (*Lease Year*) of said Lease is hereby amended by deleting the same in its entirety and replacing with the following:

Section 1.1(i) (*Lease Year*): The first Lease Year shall be the period commencing on the Commencement Date and ending on and ending on April 30, 2025, and all subsequent Lease Years shall the twelve (12) month period commencing on the May 1 of any year and ending on April 30 of the following year.

5. Effective January 1, 2024, Section 1.1(k) (*Annual Fixed Rent During Initial Lease Term*) of said Lease is hereby amended by deleting the same in its entirety and replacing with the following:

Section 1.1(k) (*Annual Fixed Rent During Initial Lease Term*): The Annual Fixed Rent for the First, Second, and Third Lease Years during the Initial Lease Term shall be One Hundred Sixty-One Thousand (\$161,000.00) Dollars per Lease Year, and the Annual Fixed Rent for the Fourth, Fifth, Sixth, Seventh, and Eighth Lease Years during the Initial Lease Term shall be One Hundred Two (102%) Percent of the immediately preceding Lease Year.

6. Effective January 1, 2024, Section 1.1(l) (*Annual Fixed Rent During Extension Term*) of said Lease is hereby amended by deleting the same in its entirety, and replacing with the following:

Section 1.1(l) (*Annual Fixed Rent During Extension Term*): The Annual Fixed Rent for each Lease Year during the Extension Term shall be One Hundred Three (103%) Percent of the Annual Fixed Rent for the immediately preceding Lease Year.

7. Effective January 1, 2024, Section 6.1 (*Real Estate Taxes*) is hereby amended by deleting the same in its entirety and replacing with the following:

Section 6.1. Real Estate Taxes. Commencing on the Commencement Date and during the Lease Term or an extension thereof, Tenant shall pay to Landlord, as Additional Rent, One Hundred (100%) Percent of the real estate taxes (under whatever name or designation), assessments (special, betterment, or otherwise), levies, fees, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time, imposed or levied upon, or assessed against, the Original Premises (including but not limited to the land, building, and any other improvements), and Twenty (20%) Percent of the aforesaid real estate taxes which are, at any time, imposed or levied upon, or assessed against, the Adjacent Premises (including but not limited to the land, building, and any other improvements).

8. Effective January 1, 2024, Section 6 (*Additional Rent*) is hereby amended by adding thereto the following new Section 6.3 (*Operating Expenses*):

Section 6.3. *Operating Expenses.* During the Lease Term or extension thereof, Tenant shall pay to Landlord, as Additional Rent, One Hundred (100%) Percent of the Operating Expenses for the Original Premises and Twenty (20%) Percent of the Operating Expenses for the Adjacent Premises. For purposes of this Lease, Operating Expenses are defined as all costs and expenses incurred by the Landlord in connection with the operation and maintenance of the land and building of which the Adjacent Premises are a part, including without limitation insurance premiums, license fees, janitorial services, trash removal, dumpster, reasonable management fee, landscaping, snow and ice plowing and removal, equipment and materials, utility costs, repairs, and maintenance.

9. Notwithstanding any provision to the contrary, Tenant, at Tenant's sole cost and expense, is solely responsible for any work required to combine and use the Adjacent Premises

with Original Premises and to use with the same. Any and all such work shall adhere to the Construction Standards set forth in Section 3.5 of said Lease.

10. Tenant, at Tenant's sole cost and expense, shall be solely responsible for obtaining any and all permits, licenses, and approvals required and necessary in order for Tenant to combine and use the Adjacent Premises with the Original Premises.

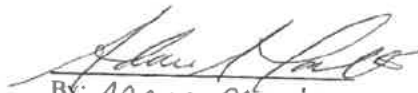
11. All other provisions of said Lease are hereby ratified and confirmed.

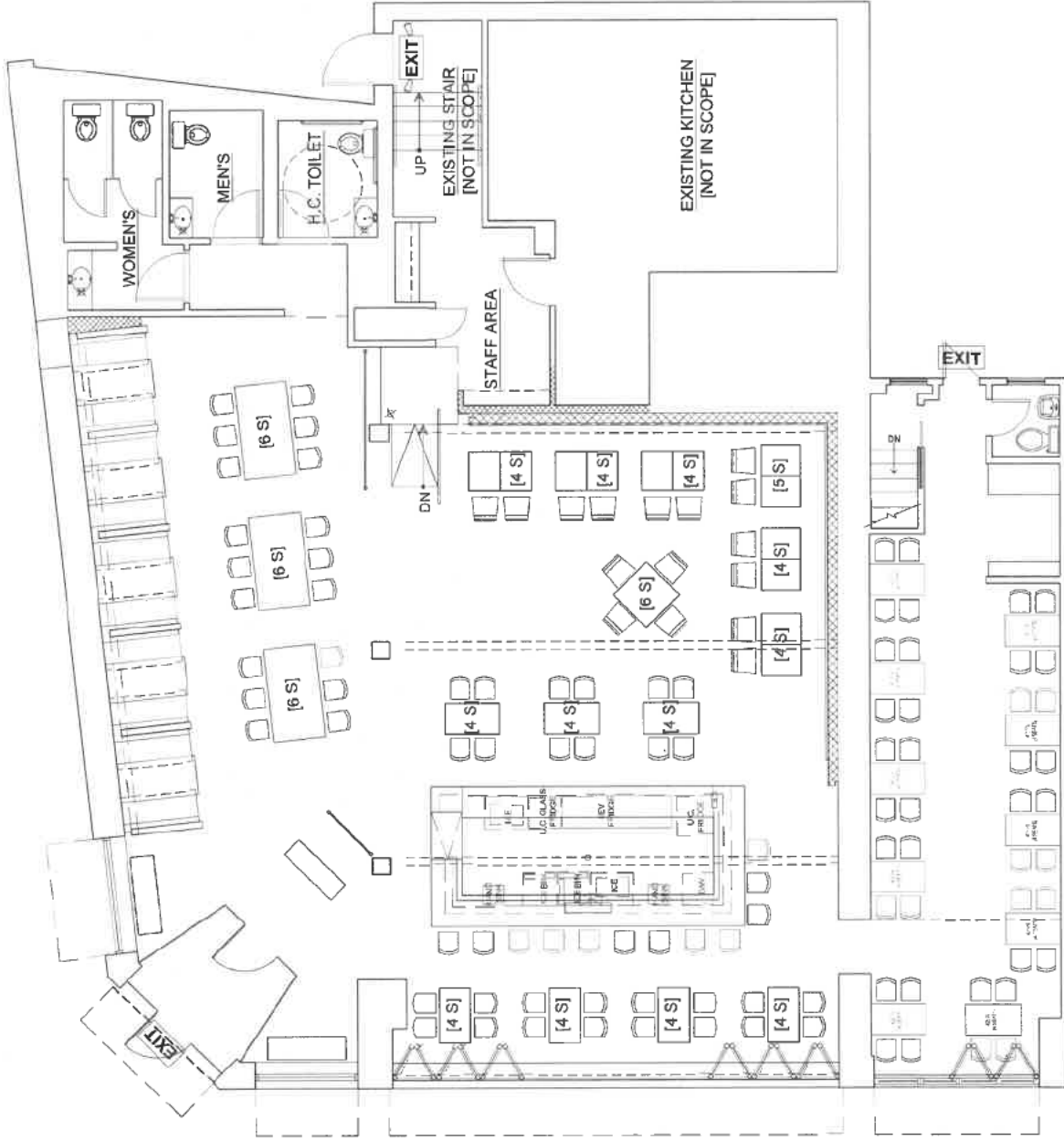
**WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE
WRITTEN.**

**LANDLORD:
MAKARIOS SERIES LLC**


By: Theodore Makarios, Manager

**TENANT:
BLUE RESTAURANT NEEDHAM, LLC**


By: ADAM PATTI



1 BLUE ON HIGHLAND PLAN
NOT TO SCALE

Owner/Project:

BLUE ON HIGHLAND
882 HIGHLAND AVE
NEEDHAM, MA 02484

Architect:

K R I P P E R S T U D I O
38 BROADFIELD STREET, SUITE 601 BOSTON, MA 02108

Consultant:

K R I P P E R S T U D I O
38 BROADFIELD STREET, SUITE 601 BOSTON, MA 02108

A-1

Sheet Number

Scale: As Noted

06.06.2024

06.17.2024

06.21.2024

Date: 07/10/2024

parcelid	own1	own2	careof	addr1	addr2	cityname	statecode	zip
199/069-0-0049-0000.0	SINGER, ELISSA S. TR.	ELISSA S SINGER REVOCABLE TRUST		574 HUNNEWELL ST		NEEDHAM	MA	02494-
199/069-0-0054-0000.0	JACKSON, DOUGLAS A. &	DIDUCCA, JEWELL M		566 HUNNEWELL ST		NEEDHAM HTS	MA	02494-
199/069-0-0058-0000.0	HIGHLAND MONTROSE, LLC			159 CAMBRIDGE ST		ALLSTON	MA	02134-
199/069-0-0059-0000.0	MAKARIOS SERIES LLC			10 ROCKVILLE MEADOWS		MILLIS	MA	02054-
199/069-0-0069-0000.0	SALVUCCI, DONALD A. & LINDA M. TRS	AVERY REALTY TRUST		103 FALCON ST		NEEDHAM	MA	02492-
199/069-0-0063-0000.0	BOTELHO, JASON &	MASON, ELIZABETH		565 HUNNEWELL ST		NEEDHAM	MA	02494-
199/069-0-0061-0000.0	868 HIGHLAND AVENUE, LLC			PO BOX 67062		CHESTNUT HILL	MA	02467-
199/100-0-0009-0000.0	BUCKLEY + SCOTT CO., INC			P O BOX 77		CANTON	MA	02021-
199/069-0-0042-0000.0	CHIN, RICHARD N & CHIN, TONY N.,	CHIN, CHRISTOPHER N., TR		39 MARK LEE RD		NEEDHAM HTS	MA	02494-
199/069-0-0056-0043.0	CHANG, CHIA-RAV			43 WEST ST UNIT 43		NEEDHAM	MA	02494-
199/069-0-0039-0000.0	TOWN OF NEEDHAM			1471 HIGHLAND AVE		NEEDHAM	MA	02492-
199/069-0-0039-0000.0	RABEROV, YAKOV & MARGARET TRS			526-528 HUNNEWELL ST		NEEDHAM	MA	02494-
199/069-0-0057-0049.0	YE, SUN QING	RABEROV REALTY TRUST		49 WEST ST		NEEDHAM	MA	02494-
199/069-0-0060-0000.0	MAKARIOS SERIES LLC			10 ROCKVILLE MIDWS		MILLIS	MA	02054-
199/069-0-0068-0000.0	MILOMA NEEDHAM, LLC			875 HIGHLAND AVE		NEEDHAM	MA	02494-
199/069-0-0038-0000.0	MASS BAY TRANSPORTATION AUTHORITY			10 PARK PLAZA		BOSTON	MA	02116-
199/069-0-0041-0000.0	FIRST METHODIST EPISCOPAL CHURCH			800 HIGHLAND AVE		NEEDHAM	MA	02494-
199/069-0-0055-0000.0	544-546 HUNNEWELL STREET, LLC			546 HUNNEWELL ST		NEEDHAM	MA	02494-
199/069-0-0055-0000.0	MOY, RUTH C. TR &	GOVE, DEBORAH S. TR		523 GREAT PLAIN AVE		NEEDHAM	MA	02492-
199/069-0-0065-0000.0	ALLED CAPITAL PROPERTIES, INC	C/O MAT BANK CORPORATE R/E LEASE ACCT		ONE MAT PLAZA 18TH FL		BUFFALO	NY	14203-
199/063-0-0037-0000.0	HCRI MASSACHUSETTS PROPERTIES TRUST II			4500 DORR ST		TOLEDO	OH	43615-
199/069-0-0051-0000.0	TUCKER, ANDREW J.			44 MARK LEE RD		NEEDHAM	MA	02494-
199/069-0-0056-0000.0	THE 43-45 WEST ST CONDOMINIUM			43 WEST STREET		NEEDHAM	MA	02494-
199/069-0-0062-0000.0	SVL, INC., TR. WELLESLEY HILLS PROP. TR			116 HUNTINGTON AVE STE 600		BOSTON	MA	02116-
199/069-0-0067-0000.0	GLYNN, CAROL L., TR	J & C GLYNN REALTY TRUST		7 WOODARD RD		WALPOLE	MA	02081-
199/063-0-0038-0000.0	HIGHLAND MONTROSE, LLC			159 CAMBRIDGE ST		ALLSTON	MA	02134-
199/069-0-0040-0000.0	SHTYKEL, ALEKSEY &	URMAN, YANA		540 HUNNEWELL ST		NEEDHAM	MA	02494-
199/069-0-0050-0000.0	SHERMAN, JENNIFER P.			566 HUNNEWELL ST		NEEDHAM	MA	02494-
199/069-0-0056-0045.0	BRINKHAUS, HEINZ JR. &	BRINKHAUS, FRANZ		45 WEST ST		NEEDHAM	MA	02494-
199/069-0-0067-0051.0	LIN, TAN MING &	ZHENG, XIAO HUA		51 WEST STREET		NEEDHAM	MA	02494-
199/069-0-0066-0000.0	LAURENCE ARRA PARTNERSHIP ENTERPRISES			P O BOX 711	CORP TAX DEPT, LOC#125	DALLAS	TX	75221-0711
199/069-0-0071-0000.0	HIGHLAND MONTROSE LLC			159 CAMBRIDGE ST		ALLSTON	MA	02134-
199/099-0-0013-0000.0	HENDERSON, JOAN A. &	SHAUGHNESSY, FRED J., SR., TRUSTEES		280 HILLSIDE AVE		NEEDHAM	MA	02494-
199/069-0-0048-0000.0	CICCOLINI, JOYCE, KIMBERLY M. & CHRISTOPHER TRS	JCC REVOCABLE TRUST		578 HUNNEWELL ST		NEEDHAM	MA	02494-
199/069-0-0062-0000.0	TOWN OF NEEDHAM			1471 HIGHLAND AVE		NEEDHAM	MA	02492-
199/069-0-0067-0000.0	49-51 WEST STREET CONDOMINIUMS			49 WEST ST		NEEDHAM	MA	02494-
199/099-0-0014-0000.0	TOWN OF NEEDHAM			1471 HIGHLAND AVE		NEEDHAM	MA	02492-

LEGAL NOTICE



Town of Needham SELECT BOARD

Application for Multiple Alcohol License Amendments

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Blue Restaurant Needham LLC, dba Blue on Highland, Scott Drago, Manager of Record, has applied for multiple amendments (Change of Corporate Officers, Change of Ownership Interest, and Alteration of Premises) to their existing Section 12 Restaurant, All Alcohol Beverages License at 882 Highland Avenue, Needham.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 13th day of August 2024 at 7:00 PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Use this link below to join the webinar: <https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRfJoQT09>

Webinar ID: 826 0101 3229

Password: 652800

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

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

**Licensing Authority
Select Board**



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

MEETING DATE: 8/13/2024

Agenda Item	Public Hearing: Verizon Grant of Location – Lawton Road
Presenter(s)	Alex Marrero, Verizon Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Verizon New England requests permission to install one (1) JO Pole, P.13 on the easterly side of Lawton Road, approximately 95 feet northwesterly from the centerline of South Street. The reason for this work is to provide service to new construction. The Department of Public Works has approved this petition, based on Verizon New England and Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board approve and sign a petition from Verizon New England to install one (1) JO Pole, P.13 on the easterly side of Lawton Road, approximately 95 feet northwesterly from the centerline of South Street.	
3.	BACK UP INFORMATION ATTACHED
a. DPW Review Sheet b. Letter of Application c. Petition d. Order e. Petition Plan f. Notice Sent to Abutters g. List of Abutters	

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

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

TO: 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: 8-1-24

REVIEWER: R. W. W.

SITE LOCATION: #114 LAWTON RD.

UTILITY REQUESTING: VERIZON

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only Peer Review _____

B Work Within Paved Road Perpendicular Crossing Peer Review _____

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

Peer Review _____ Div. Head Review _____

☒ Other NEW POLE PLACEMENT Peer Review _____ Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☒ Old Pole Removed

☒ Diameter of Conduit N/A

☒ Cables Transferred to New Pole No

☒ Depth of Conduit N/A

☒ New Riser on Pole N/A

☒ Utility Conflicts No

☐ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road N/A

☐ Abutters List Complete

☒ Public Road

☒ Photos Included

☒ Double Pole No

Department Head _____

COMMENTS:

No NEW POLE INSTALLED AS OF YET.

The application is complete pending a public hearing- tar 8/7/24

Karen Levesque
Right of Way Manager



85 High Street, 3rd Floor
Pawtucket, RI 02860

Office 774-409-3170
Mobile 774-504-1279
Karen.levesque@one.verizon.com

August 1, 2024

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

**RE: Petition for Verizon job # 1A5FD4K
Lawton Road, Needham, MA**

Dear Honorable Select Board:

Enclosed find the following items in support of the above-referenced project:

1. Petition;
2. Petition Plan;
3. Order;
4. Abutters.

A Public Hearing and notice to abutters is required. A Verizon representative will attend the Public Hearing. Should any questions or comments arise concerning this matter prior to the hearing, please contact me at 774-409-3170. Your assistance is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Karen Levesque".

Karen Levesque
Right of Way Manager

Enc

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

July 8, 2024

To the Select Board

In **NEEDHAM**, Massachusetts

VERIZON NEW ENGLAND, INC. and **NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY** request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Lawton Road:

Install one (1) JO Pole, P.13 on the easterly side of Lawton Road ±95' northwesterly from the centerline of South Street

This petition is necessary to accommodate new construction.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. **1A6MV3C** Dated **July 8, 2024**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By Karen Levesque
Karen Levesque - Manager - Rights of Way

Dated this 10th day of July, 2024

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By [Signature]
Right of Way Representative

Dated this 31st day of July, 2024

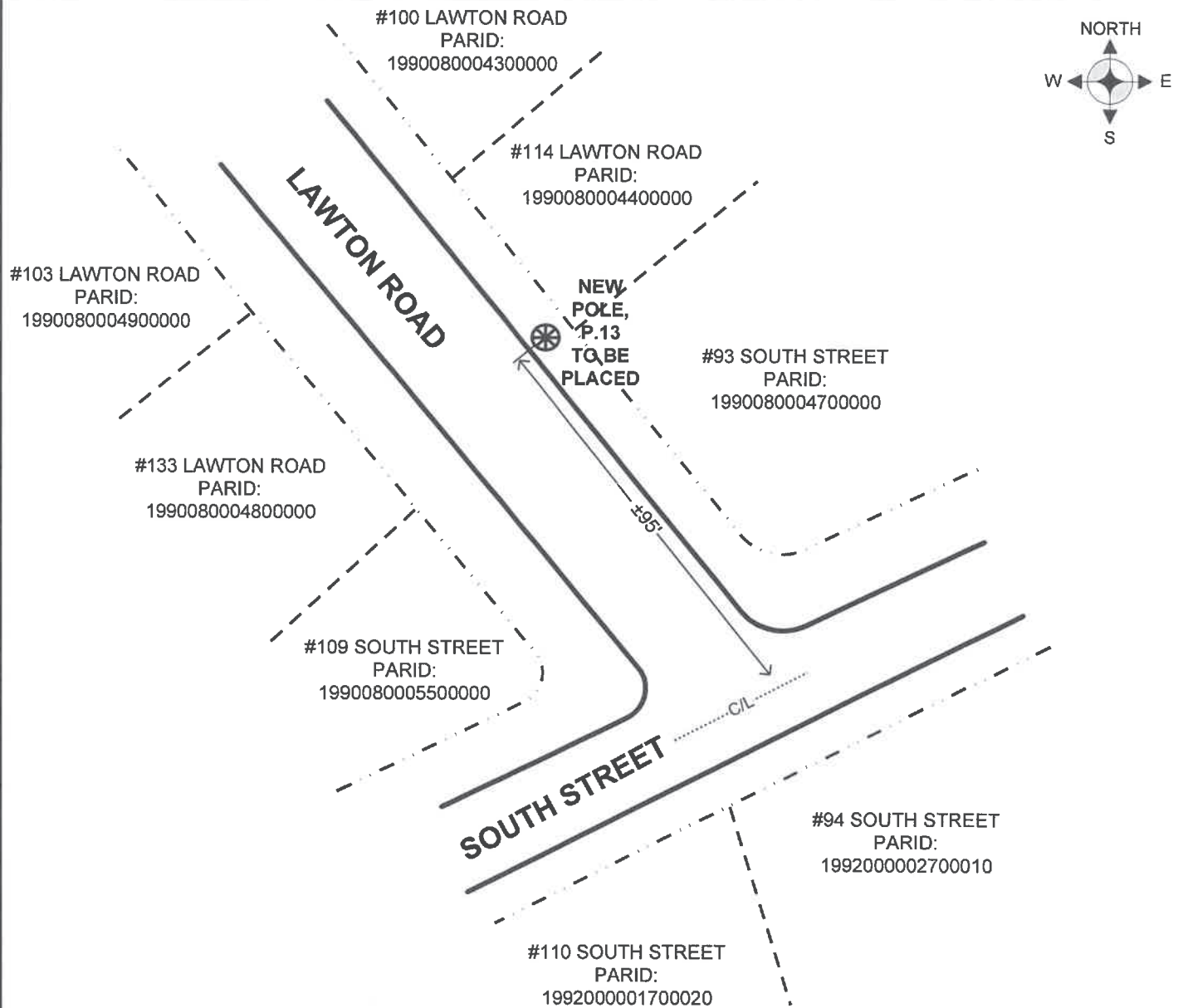


PETITION PLAN

MUNICIPALITY NEEDHAM VZ. N.E. INC. NO. 1A6MV3C

VERIZON NEW ENGLAND, INC AND
NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY DATE : July 8, 2024

SHOWING PROPOSED INSTALLATION OF ONE POLE ON LAWTON ROAD



NOT TO SCALE

LEGEND

- PROPERTY LINE
- EDGE OF PAVEMENT
- - - - - EDGE OF ROADWAY



PROPOSED NEW JOINTLY OWNED POLE TO
BE INSTALLED

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Select Board of **NEEDHAM**, Massachusetts.

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY be, and they are hereby granted joint or identical locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in public way or ways hereinafter referred to, as requested in petition of said Companies dated the 8th day of July, 2024.

Lawton Road:

Install one (1) JO Pole, P.13 on the easterly side of Lawton Road ±95' northwesterly from the centerline of South Street

This petition is necessary to accommodate new construction.

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

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked-VZ N. E. Inc. No. **1A6MV3C** in a package Dated **July 8, 2024** - filed with said petition.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

Lawton Road
1 JO pole to be installed

Also that permission be and hereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of NEEDHAM, Massachusetts held on the _____ day of _____ 2024.

Town Clerk

We hereby certify that on _____ 2024, at _____ o'clock _____ m., at the _____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Select Board of the Town of NEEDHAM, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of location order, and certificate of hearing with notice adopted by the Select Board of the Town of NEEDHAM, Massachusetts, on the _____ day of _____ 2024, and recorded with the records of location orders of said Town, Book _____ Page _____. This certified copy is made under the provisions of Chapter 166 General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

ABUTTERS LIST

Parcel ID: 1990080004900000
103 Lawton Road

KLEIMAN, JEFFREY A.
KLEIMAN, EILENE L
103 Lawton Road
Needham, MA 02492

Parcel ID: 1990080004800000
133 South Street

PARKER, JUDSON GARRETT JR. &
PETERS, HELEN FRAME
133 South Street
Needham, MA 02492

Parcel ID: 1990080005500000
109 South Street

MORGAN, MEGHAN L. &
ROSSI, ROBERT V.
109 South Street
Needham, MA 02492

Parcel ID: 1992000001700020
110 South Street

BARBERA, DARIO &
BLOCK, INGRID H.
110 South Street
Needham, MA 02492

Parcel ID: 1992000001700010
94 South Street

KOLBE, A. LAWRENCE
KOLBE, RUTH C.
94 South Street
Needham, MA 02492

Parcel ID: 1990080004700000
93 South Street

SOMERS, MARY M
105 Chestnut Street, Suite 28
Needham, MA 02492

Parcel ID: 1990080004400000
114 Lawton Road

GETZ, PAMELA L.
114 Lawton Road
Needham, MA 02492

ABUTTERS LIST

Parcel ID: 1990080004300000
100 Lawton Road

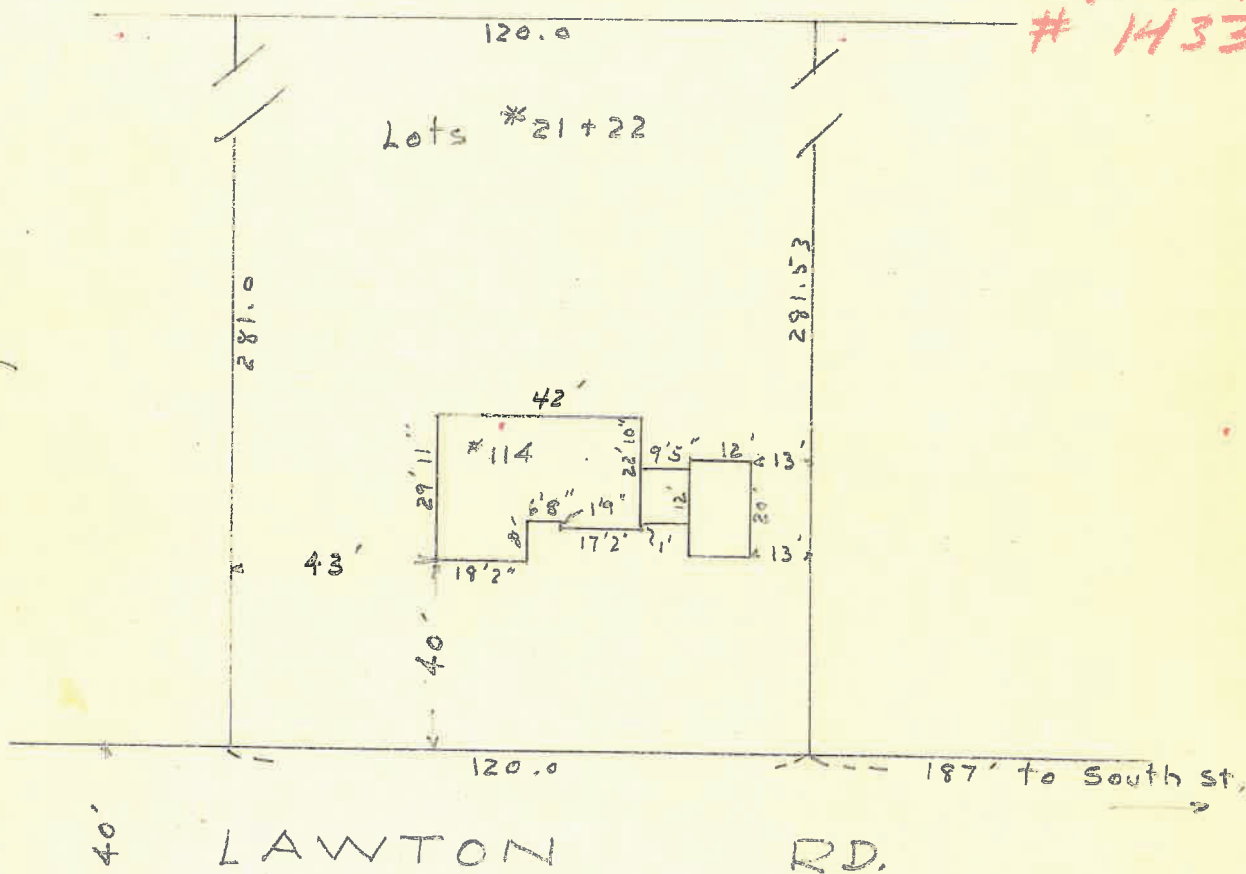
100 LAWTON ROAD LLC
11 Fay Lane
Needham, MA 02494

TOWN OF NEEDHAM, MASS.
Building Inspection Department

Building Permit No. 7818 No. 114 Lawton Road Street
Area 33765 sq. ft. Setback of adjacent buildings 39'
Owner William Schenckers Builder Walter G. Smith
Sewer No Water Yes Drain No

(Cellar floor should be high enough to provide ample drainage for sewer and storm-water drain.)

Plot plans to be made at 40" scale.



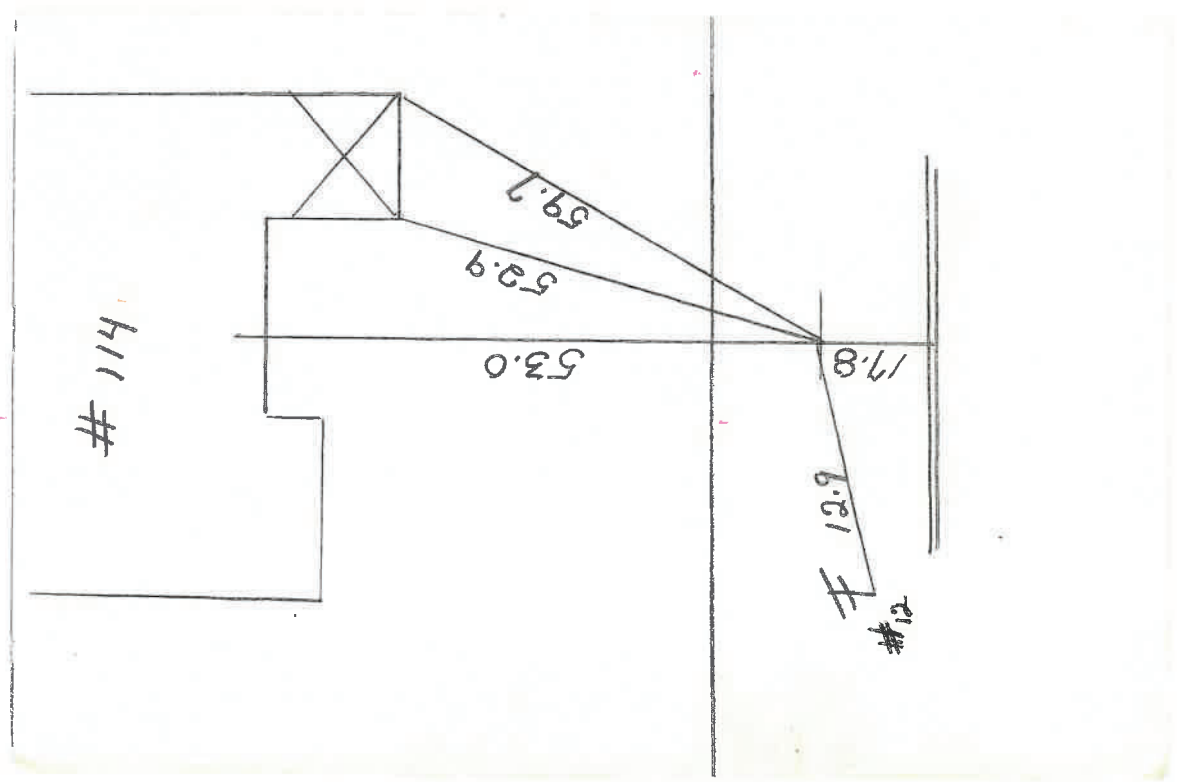
I hereby certify that the lot corners, dimensions and offsets to the proposed building are accurately shown on this plan and will conform with the completed construction.

Signed: C. Frayelli
Civil Engineer

Approved in accordance with Art. 37 of 1940

Date 6/14/49

F. Cheney
Town Engineer
[Signature]
Supt. of Public Works









NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 7:15 p.m. on Tuesday, August 13, 2024 in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492 and via Zoom** upon petition of Verizon New England dated July 31, 2024 to install one (1) JO Pole, P.13 on the easterly side of Lawton Road, approximately 95 feet northwesterly from the centerline of South Street. The reason for this work is to provide service to new construction.

A public hearing is required and abutters are hereby notified.

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

Kevin Keane
Heidi Frail
Catherine Dowd
Marianne Cooley
Joshua Levy

SELECT BOARD

You are invited to a Zoom webinar:

<https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVMXZjFNbWJXRjJoQT09>

Passcode: 652800

Webinar ID: 826 0101 3229

Dated: August 1, 2024

**LAWTON ROAD
NEW POLE**

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/008.0-0051-0001.0	ROSE, GRAHAM H &	ROSE, SARAH B	93 LAWTON RD	NEEDHAM	MA	02492-
199/008.0-0054-0000.0	SAIF, SAKINA &	MULLA, IMTIYAZ	1 NEEDHAMDALE RD	NEEDHAM	MA	02492-
199/008.0-0055-0000.0	MORGAN, MEGHAN L. &	ROSSI, ROBERT V.	109 SOUTH ST	NEEDHAM	MA	02492-
199/008.0-0049-0000.0	KLEIMAN, JEFFREY A. +	KLEIMAN, EILENE L	42 WASHINGTON ST, 3RD FLOOR	WELLESLEY	MA	02481-
199/200.0-0019-0000.0	HURLEY, BRIAN G. &	HURLEY, AMY L.	130 SOUTH ST	NEEDHAM	MA	02492-
199/008.0-0044-0000.0	GETZ, PAMELA L		114 LAWTON RD	NEEDHAM	MA	02492-
199/008.0-0053-0000.0	HILL, JOHN NICHOLAS &	MINSKY, AUDREY B	7 NEEDHAMDALE RD	NEEDHAM	MA	02492-
199/008.0-0048-0000.0	PARKER, JUDSON GARRETT JR. &	PETERS, HELEN FRAME	42 WASHINGTON ST, SUITE 3	WELLESLEY	MA	02481-
199/200.0-0017-0001.0	KOLBE, A. LAWRENCE +	KOLBE, RUTH C	94 SOUTH ST	NEEDHAM	MA	02492-
199/008.0-0042-0000.0	BARNES, GEOFFREY P		94 LAWTON RD	NEEDHAM	MA	02492-
199/008.0-0047-0000.0	NEEDHAM ENTERPRISES INC.		105 CHESTNUT ST STE 28	NEEDHAM	MA	02492-
199/200.0-0018-0000.0	BUCKING, JAMES &	BUCKING, CATHERINE	124 SOUTH ST	NEEDHAM	MA	02492-
199/200.0-0021-0000.0	FEDEROW, GARRETT J. &	FEDEROW, SARA N	146 SOUTH ST	NEEDHAM	MA	02492-
199/008.0-0052-0000.0	NOON, DAVID W. &	NOON, JOANNA A	15 NEEDHAMDALE RD	NEEDHAM	MA	02494-
199/200.0-0017-0002.0	BARBERA, DARIO &	BLOCK, INGRID H	110 SOUTH ST	NEEDHAM	MA	02492-
199/008.0-0043-0000.0	DURBIN, ADRIAN &	DURBIN, CLAUDIA	100 LAWTON RD	NEEDHAM	MA	02492-
199/008.0-0046-0000.0	GILLIS, RONALD J. JR. &	GILLIS, KARI A	89 SOUTH ST	NEEDHAM	MA	02492-

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



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

MEETING DATE: 8 /13 /2024

Agenda Item	Sign Notice of Traffic Regulation – Kearney Road
Presenter(s)	Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Transportation Safety Committee (TSC) requests that Kearney Road be designated a stopped street at Gould Street.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS24-08-13 requiring that Kearney Road be designated as a stopped street at the intersection of Gould Street.	
3.	BACK UP INFORMATION ATTACHED
1. Diagram of Stop Sign Location	

N
1"=40'



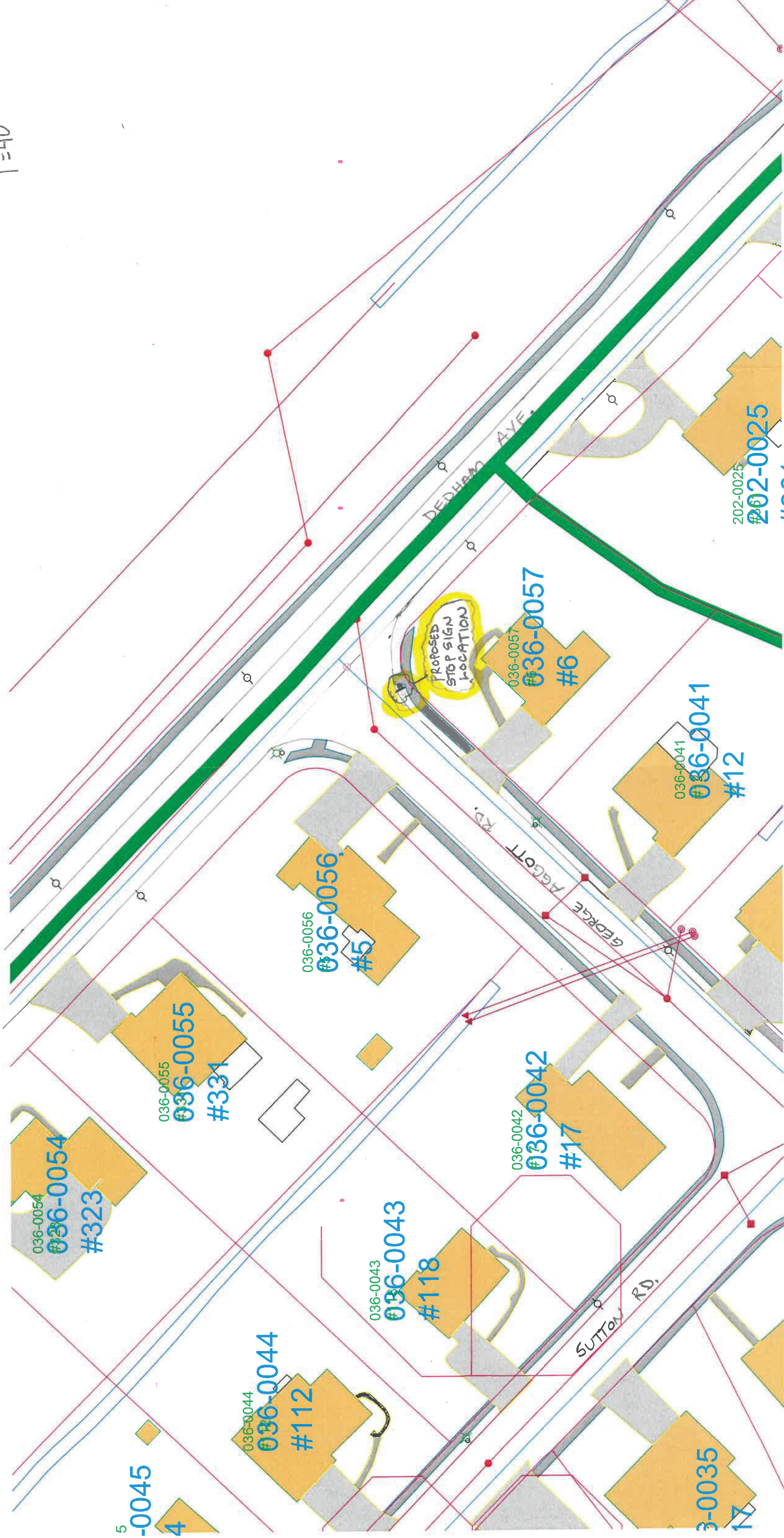


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8 /13 /2024

Agenda Item	Sign Notice of Traffic Regulation – George Aggott Road
Presenter(s)	Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Transportation Safety Committee (TSC) requests that George Aggott Road be designated a stopped street at Dedham Avenue.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS24-08-13 requiring that George Aggott Road be designated as a stopped street at the intersection of Dedham Avenue.	
3.	BACK UP INFORMATION ATTACHED
1. Diagram of Stop Sign Location	





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

MEETING DATE: 8 /13 /2024

Agenda Item	Sign Notice of Traffic Regulation – West Street
Presenter(s)	Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Transportation Safety Committee (TSC) requests that West Street be designated a stopped street at Hillside Avenue. The additional stop will effectively create an “all way” stop control intersection.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS24-08-13 requiring that West Street be designated as a stopped street at the intersection of Hillside Avenue.	
3.	BACK UP INFORMATION ATTACHED
1. Diagram of Stop Sign Location	

N
1"=40'





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

MEETING DATE: 8/13/2024

Agenda Item	Town Offices Schedule Shift
Presenter(s)	Kate Fitzpatrick, Town Manager Tatiana Swanson, Director of Human Resources

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager and Director of Human Resources will discuss a proposal to extend the current Town Offices schedule to a year-round basis. The change would apply to the offices at the Public Services Administration Building, Rosemary Recreation Complex, and Town Hall. We will recommend that the Board vote to extend the current schedule through September 30, 2024 on an interim basis while the proposal is under consideration.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to support the concept of extending the Town Offices schedule to a year round basis, and to extend the current shift through September 30, 2024 while the specifics of the proposal are worked out.	
3.	BACK UP INFORMATION ATTACHED
a. Cities and Towns Office Schedules	

No early Fridays

Closed on Fridays

City/Town	Municipality	Monday	Tuesday	Wednesday	Thursday	Friday	EE Work Hours	Open to Public	Notes
Town	Arlington	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 7:00pm	8:00 am - 12:00 pm	35	39	
Town	Bedford	8:00 am - 7:00 pm	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 1:00 pm	35	40	
Town	Bellingham	8:30am - 4:30pm	8:30am - 4:30pm	8:30am - 4:30pm	8:30am - 4:30pm	8:30am - 1:00pm	40	36.5	
Town	Billerica	8:00 am - 6:30 pm	8:30 am - 4:00 pm	8:30 am - 4:00 pm	8:30 am - 4:00 pm	8:00 am - 12:30 pm	35	37.5	DPW and COA remain open until 3:30 pm and 4:00 pm on Fridays
Town	Boxborough	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	Closed	32	32	Most Departments Closed on Fridays/Town Administrators Office - Remote
City	Braintree	8:30 am - 4:30 pm	8:30 am - 7:00 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 1:00 pm		39	
City	Bridgewater	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 1:00 pm	35	37	
Town	Brookline	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 12:30 pm	37.5	40.5	
Town	Burlington	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 7:00 pm	8:30 am - 4:30 pm	8:30 am - 1:00 pm	35	39	
Town	Canton	8:00 am - 5:00 pm	8:00 am - 7:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 1:00 pm	40	43	
Town	Chelmsford	8:30am - 4:00pm	8:30am - 7:00pm	8:30am - 4:00pm	8:30am - 4:00pm	8:30am - 1:00pm	37.5	37.5	
Town	Cohasset	8:00am - 4:30pm	8:00am - 4:30pm	8:00am - 4:30pm	8:00am - 4:30pm	8:00am - 12:00pm	35	38	
Town	Concord	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 12:30 pm	40	36	Closed to the public on Fridays starting at 12:30; EE's work until 5pm
Town	Danvers	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 7:00pm	8:00 am - 12:00 pm	35	39	
Town	Dedham	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 7:00 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	37.5	42.5	Summer Hours - Offices close at 1pm on Fridays
Town	Dover	9:00 am - 5:00 pm	9:00 am - 5:00 pm	9:00 am - 5:00 pm	9:00 am - 5:00 pm	9:00 am - 1:00 pm	35	40	
Town	Easton	8:30 am - 7:00 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 12:30 pm	35	38.5	
City	Everett	8:00am - 7:30pm	8:00am - 5:00pm	8:00am - 5:00pm	8:00am - 7:30pm	Closed	35	41	
Town	Foxborough	8:30 am - 4:00 pm	8:30 am - 7:00 pm	8:30 am - 4:00 pm	8:30 am - 4:00 pm	8:30 am -12:30 pm	40	40	
City	Framingham	8:30 am - 5:00 pm	8:30 am - 7:00 pm	8:30 am - 5:00 pm	8:30 am - 5:00 pm	8:30 am -12:30 pm	40	40	
City	Franklin	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 6:00 pm	8:00 am - 4:00pm	8:00 am - 1:00 pm	35	39	
Town	Grafton	8:30am - 4:30pm	8:30am - 7:00pm	8:30am - 4:30pm	8:30am - 4:30pm	8:30am - 1:00pm	35	39	
Town	Hanover	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 12:00pm	35	40	
Town	Hingham	8:30 am - 4:30 pm	8:30 am - 7:00 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 1:00 pm	35	39	
Town	Holliston	8:30 am - 4:30 pm	8:30 am - 7:00 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 1:00 pm	37.5	39	
Town	Hopkinton	8:00am - 4:30pm	8:00am - 7:00pm	8:00am - 4:30pm	8:00am - 4:30pm	8:00am - 2:00pm	40	42.5	
Town	Lexington	8:30 am - 4:30 pm	8:30 am - 7:00 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 1:00 pm	35	39	
City	Marborough	9:00am - 5:00pm	9:00am - 5:00pm	9:00am - 5:00pm	9:00am - 5:00pm	9:00am - 5:00pm	35	40	
Town	Marshfield	8:00am - 7:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 12:30pm	35	39.5	
Town	Maynard	8:00 am - 4:00pm	8:00 am - 7:00 pm	8:00 am - 4:00pm	8:00 am - 4:00pm	8:00 am - 12:00 pm	40	39	
Town	Medfield	8:30 am - 4:30 pm	8:30 am - 7:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 1:00 pm	37.5	39.5	
Town	Medway	7:30 am - 5:30 pm	7:30 am - 4:30 pm	7:30 am - 4:30 pm	7:30 am - 4:30 pm	7:30 am - 12:30 pm	40	42	
Town	Milford	8:00am - 4:30pm	8:00am - 4:30pm	8:00am - 6:00pm	8:00am - 4:30pm	8:00am - 11:30am	35	39	
Town	Millis	8:30 am - 7:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 12:30 pm	40	38.5	
Town	Milton	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 1:30 pm	37.5	41.5	
Town	Natick	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 7:00 pm	8:00 am - 12:30 pm	37.5	42.5	
City	Newton	8:30 am - 5:00 pm	8:30 am - 5:00 pm	8:30 am - 5:00 pm	8:30 am - 5:00 pm	8:30 am - 5:00 pm	40	42.5	
City	North Attleboro	8:00am - 6:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 12:00pm	37	38	
Town	North Reading	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 1:00pm	35	37	
Town	Norwood	8:00 am - 4:00 pm	8:00 am - 4:00 pm	8:00 am - 4:00 pm	8:00 am - 4:00 pm	8:00 am - 4:00 pm	37.5	40	Summer Hours - Offices close at 5pm on M,T,W,TH and at 12pm on Fridays
City	Peabody	8:30 am - 4:00 pm	8:30 am - 4:00 pm	8:30 am - 4:00 pm	8:30 am - 7:00 pm	8:30 am - 12:30 pm	36.5	40	
Town	Plainville	8:00am - 7:30pm	8:00am - 4:30pm	8:00am - 4:30pm	8:00am - 4:30pm	Closed	35	37	
City	Quincy	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	35	40	
Town	Reading	7:30 am - 5:30 pm	7:30 am - 7:00 pm	7:30 am - 5:30 pm	7:30 am - 5:30 pm	Closed	37.5	38.5	
City	Revere	8:00am - 7:00pm	8:00am - 5:00pm	8:00am - 7:00pm	8:00am - 5:00pm	Closed	39	40	
Town	Sharon	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 6:00 pm	8:00 am - 12:30 pm	40	41.5	
Town	Shrewsbury	8:00am - 4:30pm	8:00am - 6:30pm	8:00am - 4:30pm	8:00am - 4:30pm	8:00am - 12:00pm	37.5	40	
Town	Stoneham	8:00am - 4:00pm	8:00am - 7:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 12:00pm	35	39	
Town	Stoughton	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 7:00 pm	8:30 am - 12:00 pm	38	38	
Town	Stow	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 4:00pm	8:00am - 12:00pm	37.5	36	Closed to the public at 12pm on Fridays; Available by phone or email
Town	Swampscott	8:00am - 5:00pm	8:00am - 5:00pm	8:00am - 5:00pm	8:00am - 7:00pm	Closed	34	38	
Town	Walpole	8:00 am - 4:00 pm	8:00 am - 8:00 pm	8:00 am - 4:00 pm	8:00 am - 4:00 pm	8:00 am - 12:00 pm	35	40	
City	Waltham	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	35	40	
City	Watertown	8:30 am - 5:00 pm	8:30 am - 7:00 pm	8:30 am - 5:00 pm	8:30 am - 5:00 pm	8:30 am - 12:30 pm	37.5	42.5	30 min lunch M/W/TH, 1 hr lunch on Tues
Town	Wayland	8:00 am - 7:00 pm	8:00 am - 4:00 pm	8:00 am - 4:00 pm	8:00 am - 4:00 pm	8:00 am - 12:30 pm	35	39.5	Summer Hours - M: 8a - 7p, Tues - Thurs: 8a - 5:30p, Fri: Closed
Town	Wellesley	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	8:00 am - 5:00 pm	40	45	Summer Hours Mon - Thurs: 8a - 5p, Fridays: 8a - 12p
Town	Weston	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 5:00 pm	7:30 am - 1:00 pm	38.5	43.5	
Town	Westwood	8:00 am - 4:30 pm	8:00 am - 4:30 pm	8:00 am - 4:30 pm	8:00 am - 4:30 pm	8:00 am - 1:00 pm	35	35	
City	Weymouth	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	37.5	40	
Town	Wilmington	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	8:30 am - 4:30 pm	37.5	40	
Town	Winchester	8:00 am - 7:00 pm	8:00 am - 4:00 pm	8:00 am - 4:00 pm	8:00 am - 4:00 pm	8:00 am - 12:00 pm	35	39	
City	Winthrop	8:00am - 4:30pm	8:00am - 7:00pm	8:00am - 4:30pm	8:00am - 7:00pm	Closed	35	39	
Town	Wrentham	8:00 am - 4:30 pm	8:00 am - 7:30 pm	8:00 am - 4:30 pm	8:00 am - 4:30 pm	Closed	35	37	

Town	Needham	8:30 am - 5:00 pm	8:30 am - 5:00 pm	8:30 am - 5:00 pm	8:30 am - 5:00 pm	8:30 am - 5:00 pm	37.5	42.5	Summer Hours - Mon., Wed., Thurs. 8:00 - 5:00; Tue. 8:00 - 6:00; Fri. 8:00 - 12:30 (37.5/41.5)
------	---------	-------------------	-------------------	-------------------	-------------------	-------------------	------	------	--

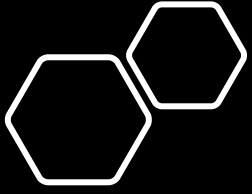


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/13/24

Agenda Item	National Community Survey
Presenter(s)	Amy Haelsen, Director of Communications and Community Engagement

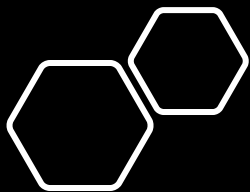
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Ms. Haelsen will present the results of the recently completed National Community Survey, including methodology and results. The wide range of responses and the broad based opinions expressed by the survey participants provides us with a unique perspective about service delivery, highlighting successes, opportunities, and areas that deserve greater attention. The Town has completed the survey on a biannual basis since 2008 (except for 2020). The primary purpose is to establish a formal, systematic mechanism for evaluating customer satisfaction with Town services, and then using the information to inform organizational, management, and funding decisions. Resident opinion should be a major factor in local government decision making, yet it is often hard to measure. Community surveys provide valuable information to help to understand residents' concerns, improve communication, and measure satisfaction with the overall operation of local government. By almost every measure, the level of citizen satisfaction with local government in Needham is quite high.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a. Presentation b. National Community Survey, Town of Needham, MA 2024	



THE TOWN OF NEEDHAM 2024 COMMUNITY SURVEY



POWERED BY POLCO

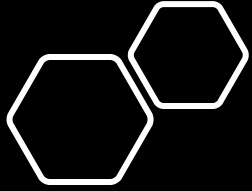


ABOUT THE NCS

The National Community Survey™ (The NCS™) report is about the “livability” of Needham.

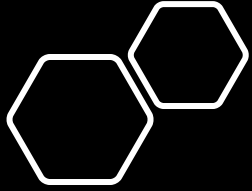
A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live.

The survey was developed by the experts from National Research Center at Polco.



STUDY METHOD

- The report provides the opinions of a representative sample of **673 residents** of the Town of Needham collected from March 11, 2024, to April 22, 2024.
- The margin of error is 3.8% for all respondents.
- Response rate for the 2024 survey was 23%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Needham.
- 7th time survey has been conducted – last time in 2022, and before that in 2018, 2016, 2014, 2012, 2010, and the first time in 2008.
- **Benchmark to 500 communities nation-wide**
- The survey was also posted online for 2 weeks at the close of the formal survey with 368 respondents. Those responses are not included here but are available for review.

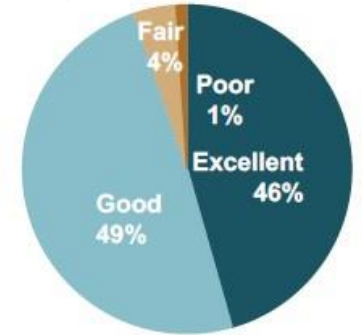


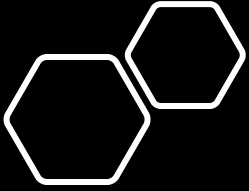
COMMUNITY LIVABILITY

Overall Highlights

- 95% rate Needham as “Excellent” or “Good” place to live (up 2% from 2022)
- 97% rate the quality of life in Needham as “Excellent” or “Good” (up 3% from 2022)
- 85% rate the quality of services provided as “Excellent” or “Good” (up 3% from 2022)
- The majority of residents perceive the Town of Needham as a safe place to live
- Inclusivity is both a strength and opportunity for continued growth in Needham.
- Needham’s economy is strong but poses challenges to community affordability

The overall quality of life in Needham, 2024





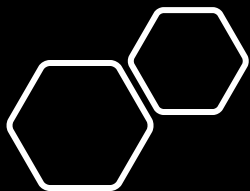
BENCHMARK COMPARISONS

COMMUNITY CHARACTERISTICS

Areas Where Needham Exceeded the National Benchmark General Community Characteristics

Community Characteristic	Percent Positive	Ranked	Percentile
Needham as a place to live	97%	26 of 387	93
Your neighborhood as a place to live	95%	24 of 347	93
Needham as a place to raise children*	97%	15 of 391	96
Recommend living in Needham to someone who asks	96%	19 of 334	94
Overall image or reputation	93%	44 of 380	88
Overall quality of life	95%	47 of 408	88

*Indicates improvement over 2022

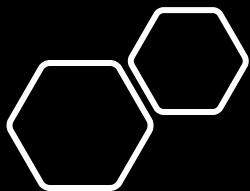


BENCHMARK COMPARISONS

COMMUNITY CHARACTERISTICS

Areas Where Needham Exceeded the National Benchmark Community Characteristics by Facet

Safety	Percent Positive	Ranked	Percentile
Overall feeling of safety	98%	3 of 373	99
In Needham's downtown/commercial area during the day	99%	7 of 339	98
From property crime	97%	2 of 282	99
From violent crime	98%	2 of 282	99
Crime prevention	92%	7 of 376	98



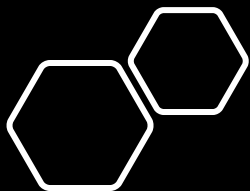
BENCHMARK COMPARISONS

COMMUNITY CHARACTERISTICS

Areas Where Needham Exceeded the National Benchmark Community Characteristics by Facet

Health and Wellness	Percent Positive	Ranked	Percentile
Availability of affordable quality health care	73%	59 of 331	82
Availability of preventive health services	75%	61 of 313	80

Economy	Percent Positive	Ranked	Percentile
Overall economic health of Needham	92%	22 of 333	93
Needham as a place to work	77%	78 of 380	79



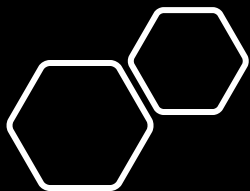
BENCHMARK COMPARISONS

COMMUNITY CHARACTERISTICS

Areas Where Needham Exceeded the National Benchmark Community Characteristics by Facet

Mobility	Percent Positive	Ranked	Percentile
Traffic flow on major streets	66%	75 of 360	78
Ease of travel by car	87%	53 of 344	84
Ease of walking	83%	36 of 348	89
Street cleaning*	81%	56 of 337	83
Snow removal*	88%	26 of 291	91
Natural Environment	Percent Positive	Ranked	Percentile
Cleanliness*	94%	32 of 353	91
Air Quality	93%	33 of 326	90

*Indicates improvement over 2022



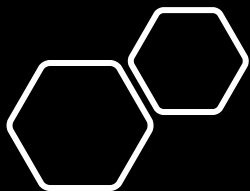
BENCHMARK COMPARISONS

COMMUNITY CHARACTERISTICS

Areas Where Needham Exceeded the National Benchmark Community Characteristics by Facet

Education and Enrichment	Percent Positive	Ranked	Percentile
Overall opportunities for education, culture, and the arts	77%	68 of 3296	79
Adult educational opportunities	83%	8 of 320	97
K-12 education	90%	33 of 338	90

*Indicates improvement over 2022



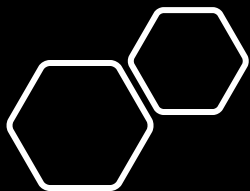
BENCHMARK COMPARISONS

HOW WELL IS NEEDHAM
GOVERNMENT DOING ITS
JOB?

Areas Where Needham Exceeded the National Benchmark General Governance

General Governance	Percent Positive	Ranked	Percentile
Overall confidence in Needham government	67%	44 of 326	86
Generally acting in the best interest of the community*	72%	42 of 330	87
Being honest*	75%	33 of 321	90
Being open and transparent to the public	68%	47 of 277	83
Informing residents about issues facing the community*	66%	33 of 281	88
Treating all residents fairly	75%	57 of 327	82
Treating residents with respect*	84%	27 of 274	90
Overall quality of services provide by the Town of Needham*	85%	53 of 387	86

*Indicates improvement over 2022



BENCHMARK COMPARISONS

HOW WELL IS NEEDHAM
GOVERNMENT DOING ITS
JOB?

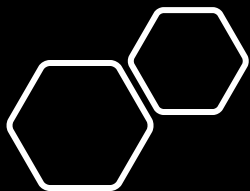
Areas Where Needham Exceeded the National Benchmark Governance by Facet

Utilities	Percent Positive	Ranked	Percentile
Drinking Water*	88%	31 of 336	90

Mobility	Percent Positive	Ranked	Percentile
Snow removal*	88%	26 of 291	91

Built Environment	Percent Positive	Ranked	Percentile
Affordable high-speed internet access	77%	7 of 269	97

*Indicates improvement over 2022



BENCHMARK COMPARISONS

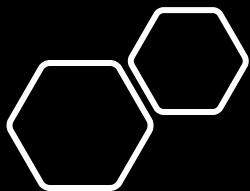
HOW WELL IS NEEDHAM
GOVERNMENT DOING ITS
JOB?

Areas Where Needham Exceeded the National Benchmark Governance by Facet

Health & Wellness	Percent Positive	Ranked	Percentile
Health services	78%	46 of 310	85

Education and Enrichment	Percent Positive	Ranked	Percentile
Public library services	97%	17 of 350	95

Safety	Percent Positive	Ranked	Percentile
Crime prevention	92%	7 of 376	98



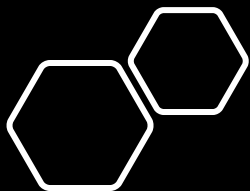
BENCHMARK COMPARISONS

HOW ENGAGED IS THE
NEEDHAM COMMUNITY?

Areas Where Needham Exceeded the National Benchmark Community Engagement by Facet

General Engagement	Percent Positive	Ranked	Percentile
Residents' connection and engagement with their community	71%	31 of 274	89
Sense of civic/community pride	81%	28 of 270	90
Needham community taking care of vulnerable residents*	70%	44 of 270	84

*Indicates improvement over 2022



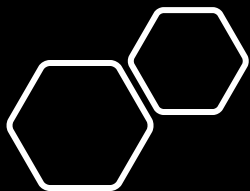
BENCHMARK COMPARISONS

HOW ENGAGED IS THE
NEEDHAM COMMUNITY?

Areas Where Needham Exceeded the National Benchmark Participation by Facet

Mobility	Percent Positive	Ranked	Percentile
Used public transportation instead of driving*	55%	17 of 299	94
Walked or biked instead of driving*	75%	40 of 317	87

*Indicates improvement over 2022



BENCHMARK COMPARISONS

HOW ENGAGED IS THE
NEEDHAM COMMUNITY?

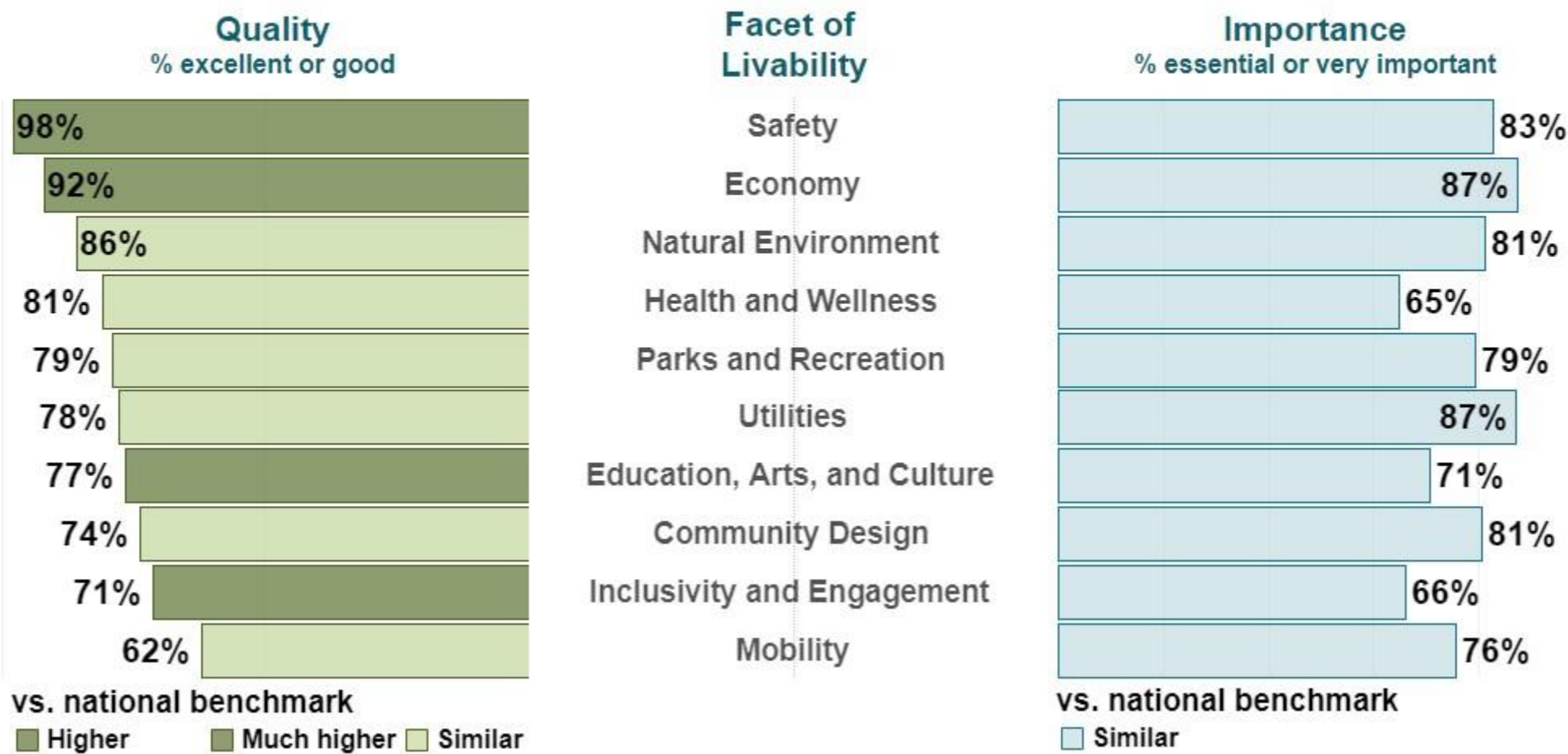
Areas Where Needham Fell below the National Benchmark

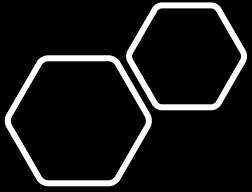
Facet	Percent Positive	Ranked	Percentile
Cost of living	18%	278 of 323	13
Availability of affordable quality housing	14%	288 of 353	17
Variety of housing options	28%	276 of 331	16
Garbage collection	42%	346 of 353	0

How do residents' priorities and satisfaction with quality of services align?

Quality and Importance by the Numbers

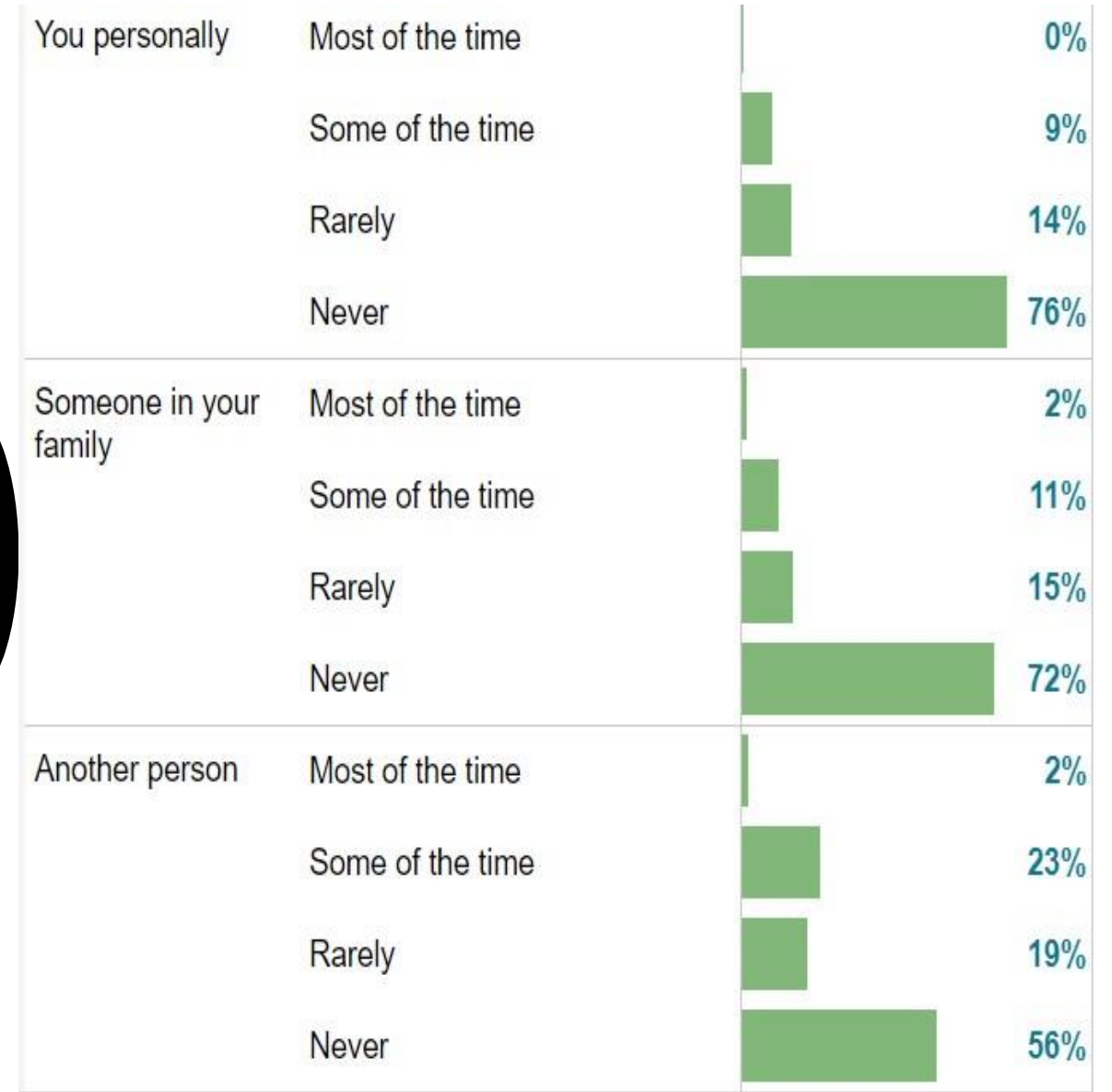
The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).

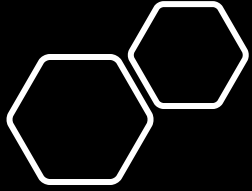




CUSTOM QUESTIONS

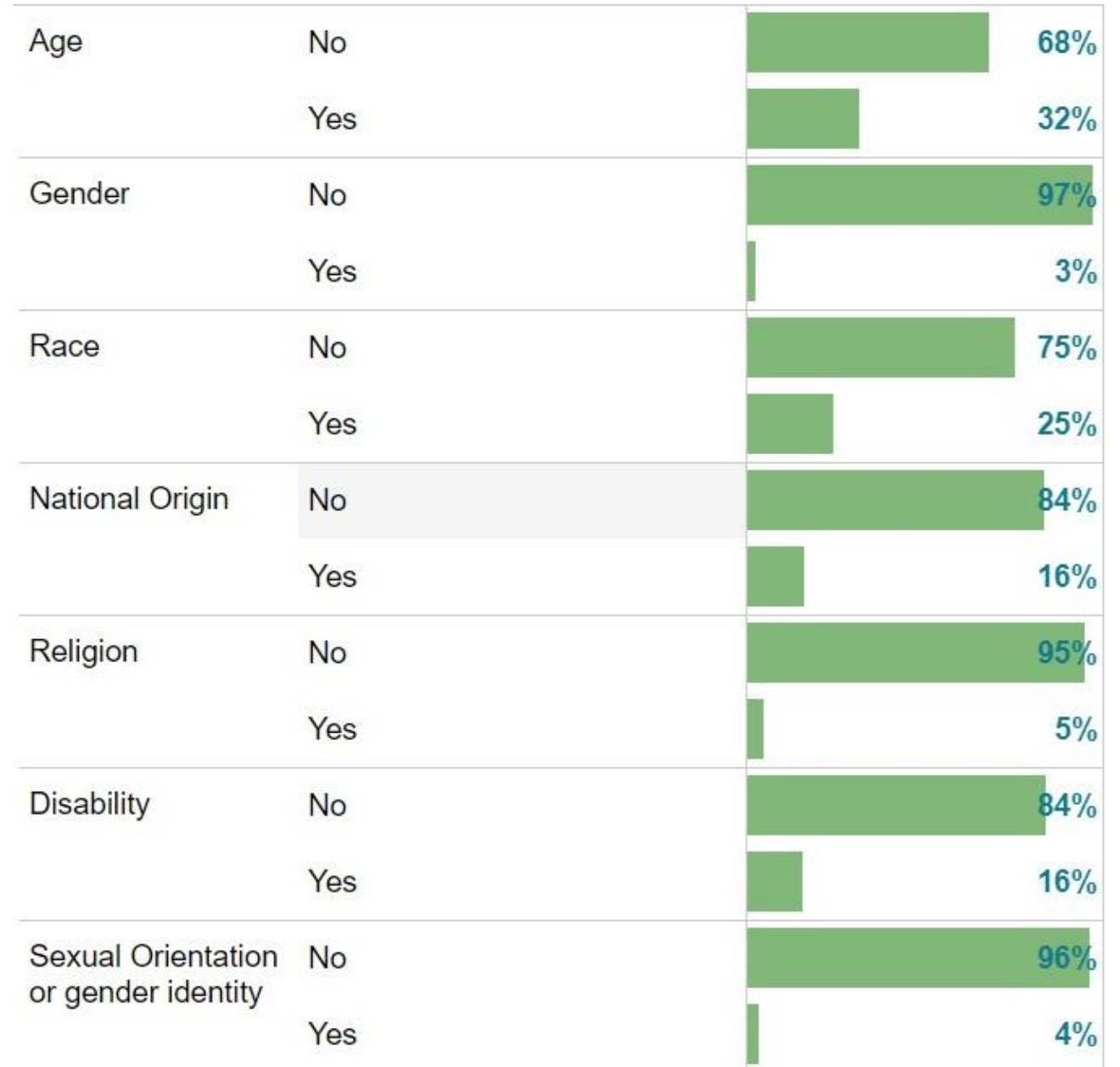
In the last year, how often, if at all, did you worry about you, someone in your family or any other person of your same race, ethnicity or nationality experiencing unfair treatment because of your race, ethnicity, or color?

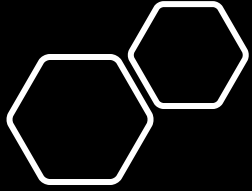




CUSTOM QUESTIONS

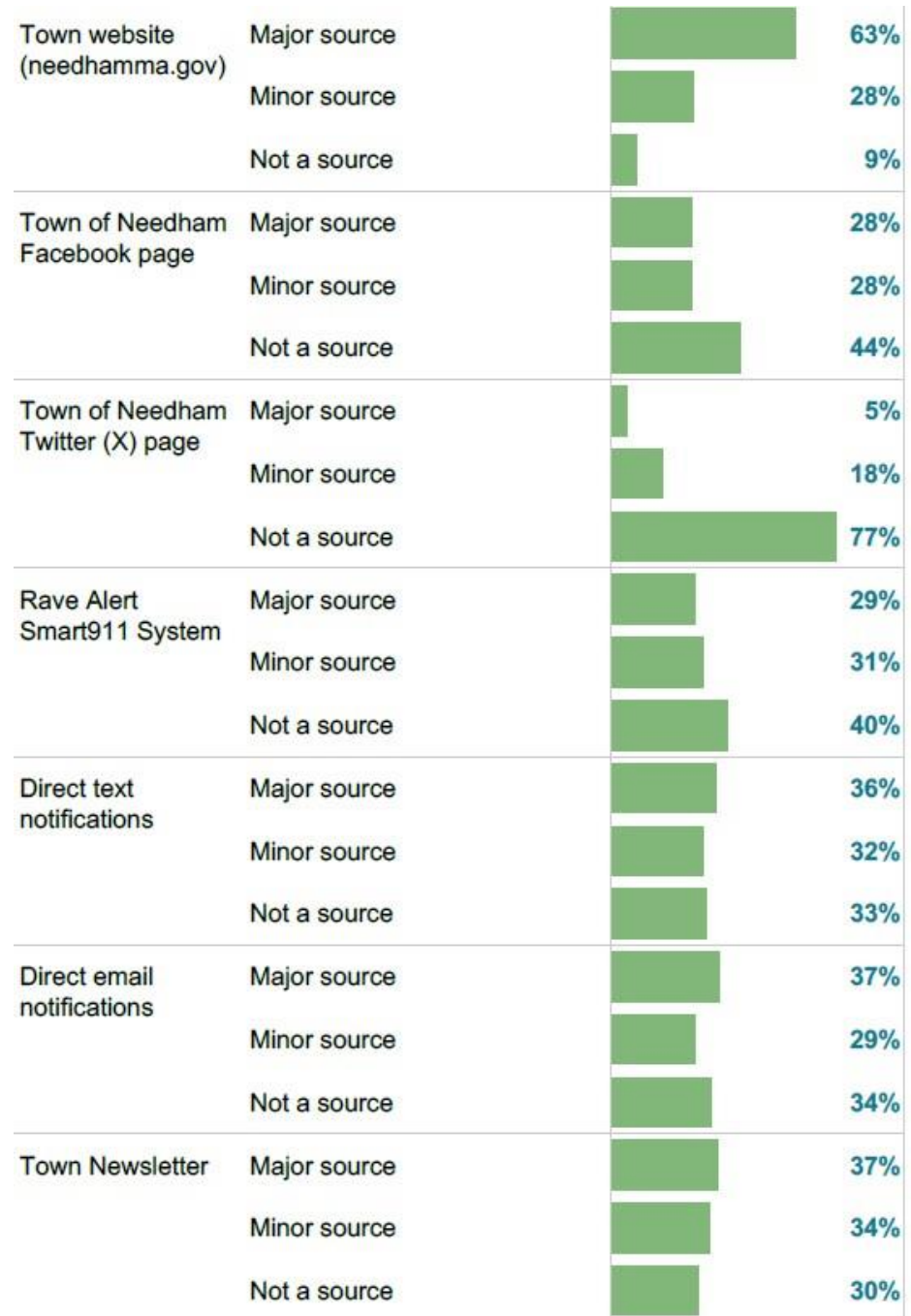
Please indicate whether or not you currently perceive barriers to living in Needham based on each of the following.

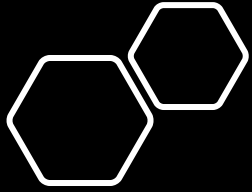




CUSTOM QUESTIONS

Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the town government and its activities, events and services

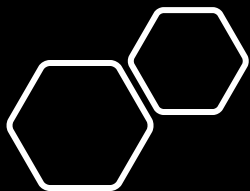




CUSTOM QUESTIONS

How familiar are you with the
Town's efforts to make people
of all races feel welcome?





TRENDS OVER TIME

Key Trends Comparison 2018 - 2024

Characteristic	2018 Rating	2024 Rating	% Change
Cost of Living	26%	18%	-8%
Availability of quality affordable housing	19%	14%	-5%
Overall customer service by Needham employees	86%	93%	7%
Overall quality of business & service establishments	68%	78%	10%
Openness and acceptance of the community toward people of diverse backgrounds	69%	66%	-4%
Quality of Stormwater Management	77%	64%	-13%
Used public transportation instead of driving	56%	55%	-1% significant because rate is back to prepandemic levels. It was 39% in 2022
Availability of paths and walking trails	66%	76%	10%

QUESTIONS?

Needham, MA

The National Community Survey

Report of Results
2024

Report by:



Visit us online!
www.polco.us



National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Needham. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement



POWERED BY POLCO



The report provides the opinions of a representative sample of 673 residents of the Town of Needham collected from March 11th, 2024 to April 22nd, 2024. The margin of error around any reported percentage is 3.8% for all respondents and the response rate for the 2024 survey was 23%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Needham.



How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 500 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Needham's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or "similar" to the benchmark, meaning that the average rating given by Needham residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as "higher" or "lower" than the benchmark means that Needham's average rating for a particular item was more than 10 points different than the benchmark. If a rating was "much higher" or "much lower," then Needham's average rating was more than 20 points different when compared to the benchmark.

Trends over time

Trend data for Needham represent important comparison data and should be examined for improvements or declines.¹ Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than five percentage points between the 2022 and 2024 surveys, the change is statistically significant.

1. In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting survey recipients

All households within the Town of Needham were eligible to participate in the survey. A list of all households within the zip codes serving Needham was purchased from Polco's mailing vendor, Go-Dog Direct, based on updated listings from the United States Postal Service. Since some of the zip codes that serve the Town of Needham households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the Town of Needham boundaries were removed from the list of potential households to survey. Each address identified as being within city boundaries was further identified as being within one of the five areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was randomly selected using the "birthday method". The birthday method selects a person within the household by asking the "person who most recently had a birthday" to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 3,000 randomly selected households received mailings beginning on March 11, 2024 and data collection for the survey remained open for 6 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation. All follow-up mailings asked those who had not completed the survey to do so, and those who had already done so to refrain from completing the survey again.

About 3% of the 3,000 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,906 households that received the invitations to participate, 673 completed the survey, providing an overall response rate of 23%.

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents' opinions are relied on to estimate all residents' opinions. The margin of error for the Town of Needham survey is no greater than plus or minus 3.8 percentage points around any given percent reported for all respondents (23 completed surveys).

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the Town of Needham. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Needham and also a question about where they heard about the survey. The open-participation survey was open to all town residents and became available on April 14th, 2024. The survey remained open for 2 weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open-participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2022 American Community Survey estimates for adults in the Town of Needham. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.³ The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target ⁴
Age	18-34	4%	15%	16%
	35-54	29%	40%	39%
	55+	67%	46%	45%
Area	Broadmeadow School District	18%	16%	16%
	Eliot School District	23%	25%	26%
	Mitchell School District	15%	12%	12%
	Newman School District	24%	23%	23%
	Williams School District	19%	23%	23%
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	96%	97%	97%
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	4%	3%	3%
Housing tenure	Own	88%	86%	86%
	Rent	12%	14%	14%
Housing type	Attached	22%	21%	22%
	Detached	78%	79%	78%
Race & Hispanic origin	Not white alone	13%	16%	16%
	White alone, not Hispanic or Latino	87%	84%	84%
Sex	Man	42%	47%	48%
	Woman	58%	53%	52%

Sex/age	Man 18-34	1%	7%	8%
	Man 35-54	15%	19%	19%
	Man 55+	27%	21%	21%
	Woman 18-34	2%	8%	8%
	Woman 35-54	15%	20%	20%
	Woman 55+	40%	24%	24%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The Town of Needham funded this research. Please contact Amy Haelsen of the Town of Needham at ahaelsen@needhamma.gov if you have any questions about the survey.

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged. **Non-response error** arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences than those who did respond. **Coverage error** refers to the possibility that some respondents that should have been included in the surveyed population were not (e.g., for a general resident survey, USPS mailing lists may exclude certain types of housing units, such as multi-family buildings where mail is delivered to a common area rather than to a specific unit (though this is rare), or where mail is received at a PO box instead of the at household's physical location. Finally, **recall bias** occurs when respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events), and **social desirability bias** may cause respondents to answer in ways they think cast their responses in a more favorable light.

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-vali>

2. See AAPOR's Standard Definitions for more information at <https://aapor.org/standards-and-ethics/standard-definitions/>
3. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from <https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf>
4. Targets come from the 2020 Census and 2022 American Community Survey

Key Findings

Highest-performing areas:

- Nearly all measures related to residents' perceptions of safety in Needham came in above comparison communities, including overall feelings of safety within the Town (98% excellent or good).
- Ratings for the overall economic health of Needham scored higher than national benchmarks, and residents' own personal economic outlook saw a statistically significant increase from 2022.
- Usage rates for alternative forms of transportation increased to pre-pandemic levels, with 55% of respondents indicating that they had used public transportation in the last year instead of driving.
- The overall opportunities for education, culture, and arts in Needham continued to score above national comparisons, as did K-12 education, adult educational opportunities, and library services.

Lowest-performing areas:

- Residents continued to identify affordability issues within the Town: fewer than 2 in 10 positively evaluated the cost of living and the availability of affordable quality housing, and statistically significant declines were seen in reviews of:
 - o Availability of affordable quality food
 - o Availability of affordable quality mental health care
 - o Availability of affordable quality childcare/preschool
- Ratings for the variety of housing options in Needham came in below benchmark comparisons, while other aspects of the Town's community design—including the overall quality of new development and the preservation of the historical or cultural character of the community—experienced statistically significant declines from the 2022 results.
- Favorable evaluations for Needham's employment opportunities fell by 10% since the previous survey.

Areas of greatest change since 2022:

Of the 122 evaluative questions included on both the 2022 and current survey iterations, 92 were statistically similar to previous results. Upward trends were seen in 3 items, while 27 ratings decreased since 2022. Changes are considered statistically significant if the 2024 rating was +/-5% from the past survey effort. The most significant of those trends are listed below.

Increases

- Expected positive impact of the economy on residents' family income (+19%)
- Street repair (+7%)
- Snow removal (+5%)

Decreases

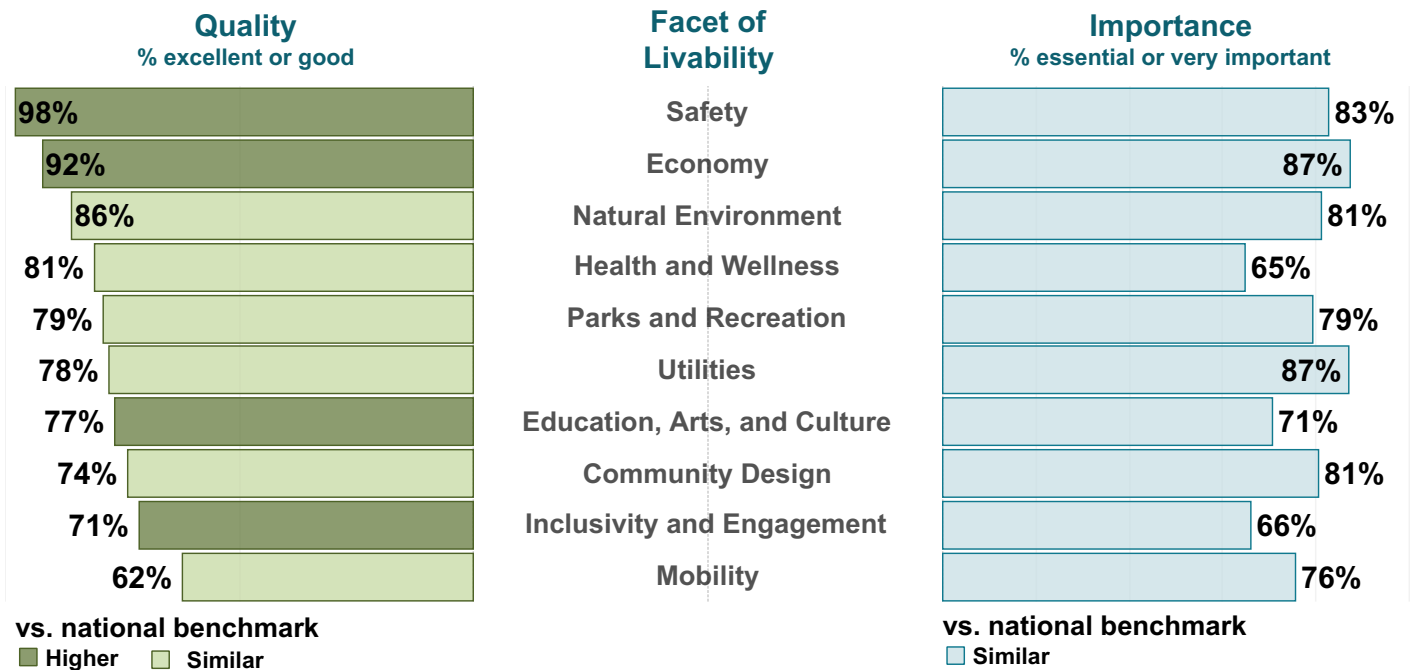
- Storm water management (storm drainage, dams, levees, etc.) (-23%)
- Utility billing (-18%)
- Availability of affordable quality childcare/preschool (-15%)
- Overall quality of new development in Needham (-12%)
- Quality of health services (-11%)

Facets of livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

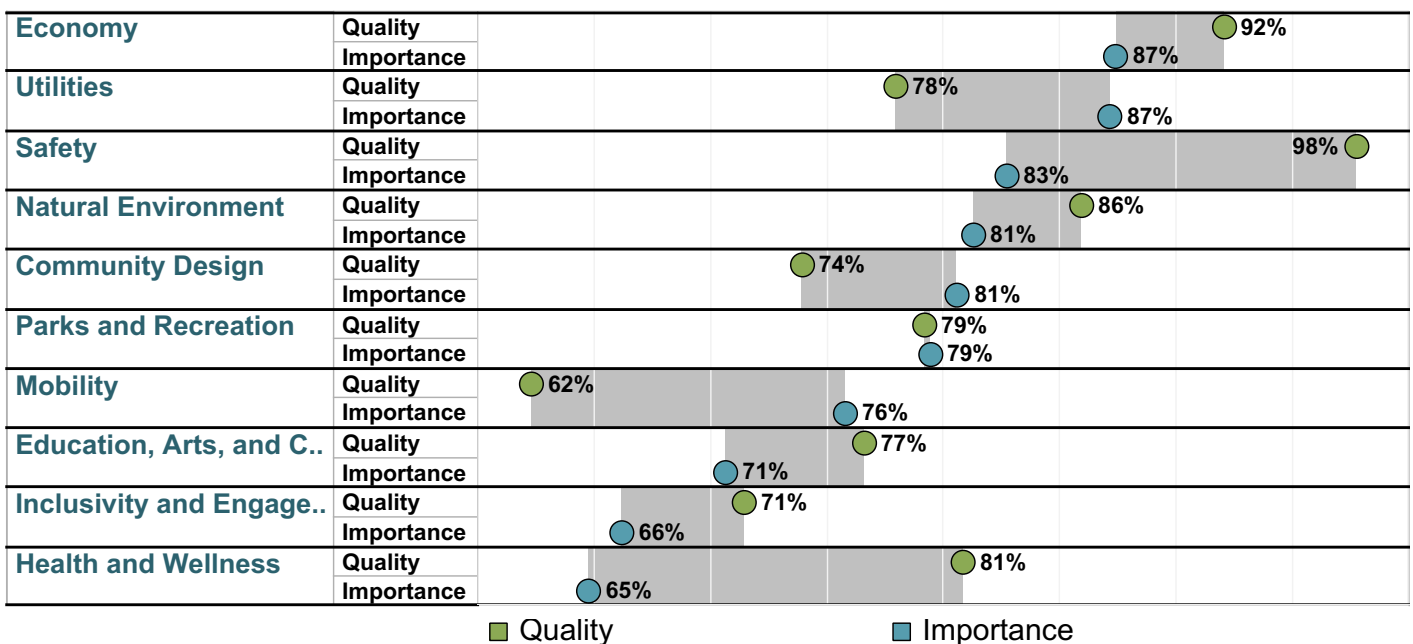
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher t..



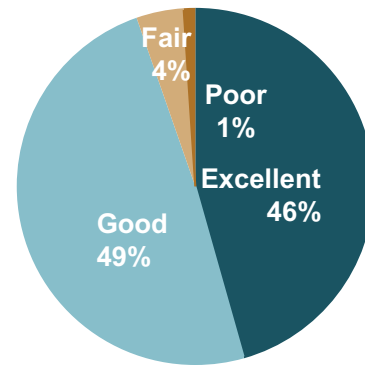
Quality/Importance Gap Analysis

The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.

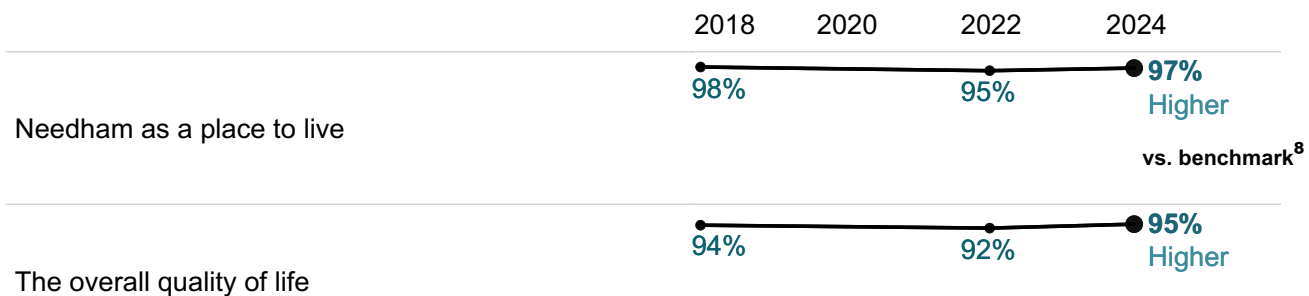


Quality of Life

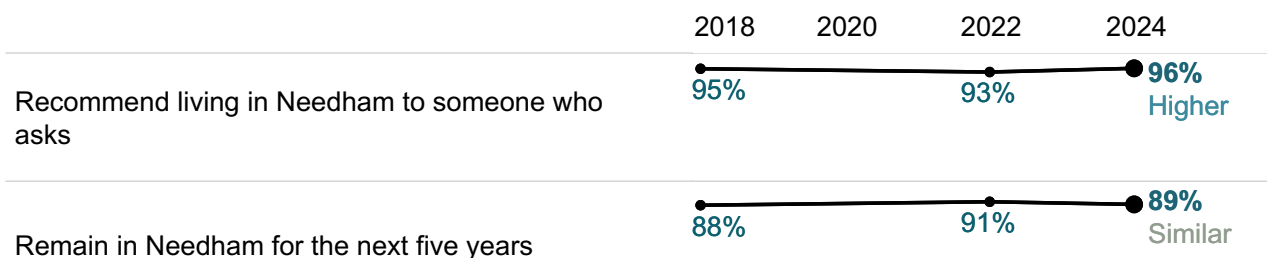
Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.



Please rate each of the following aspects of quality of life in Needham.
(% excellent or good)



Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)



Please rate each of the following in the Needham community.
(% excellent or good)



8. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.



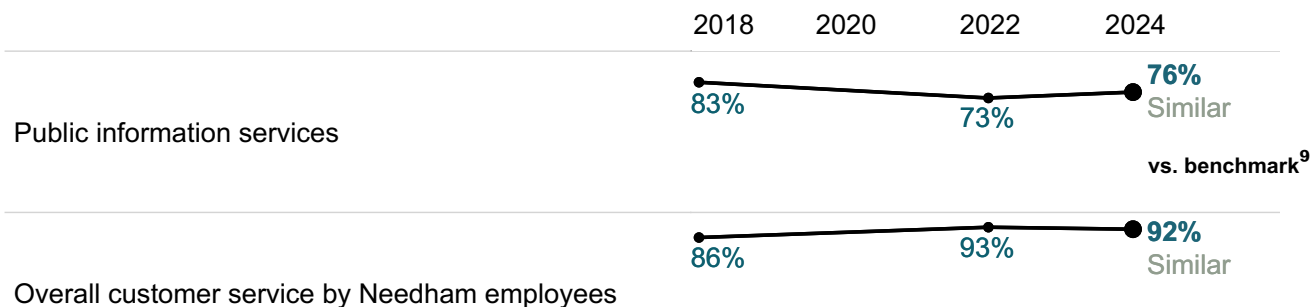
Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

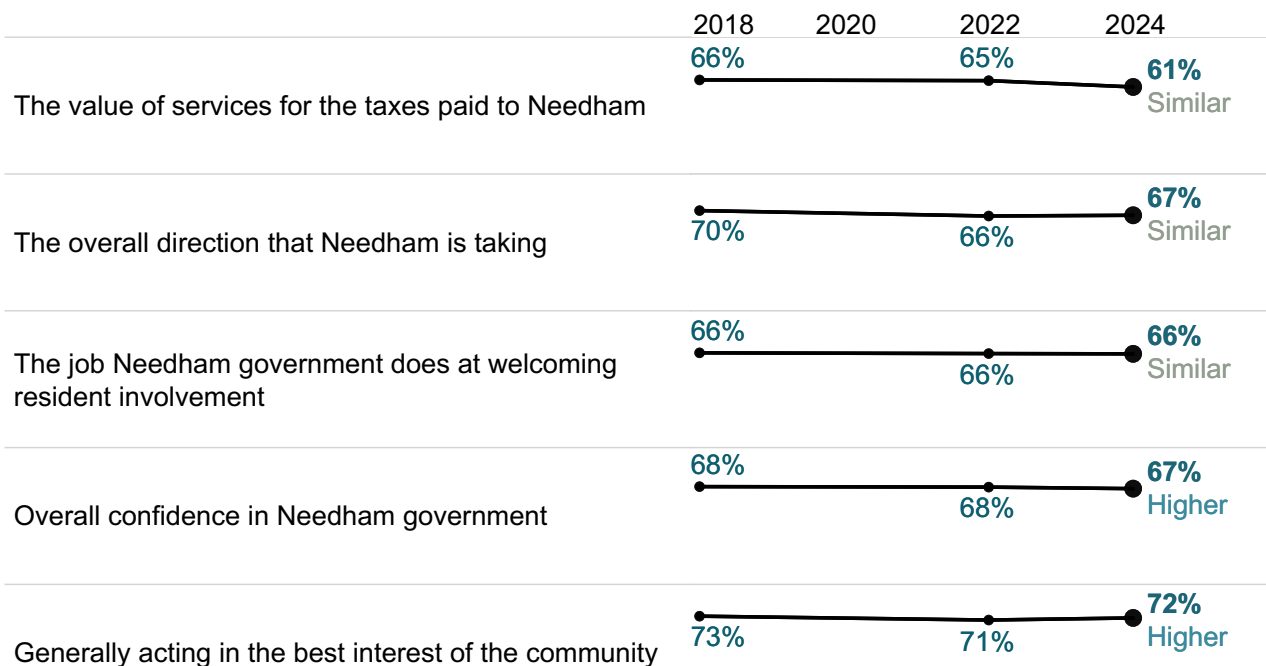
Overall confidence in Needham government, 2024

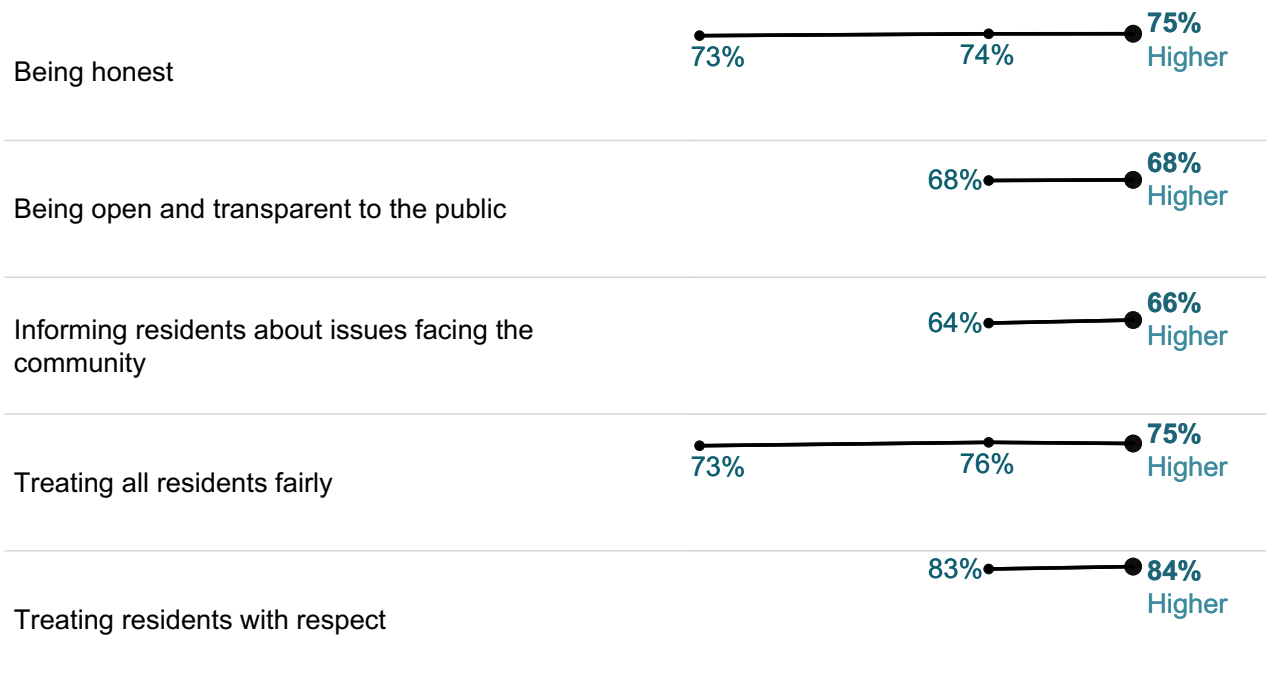


Please rate the quality of each of the following services in Needham.
(% excellent or good)

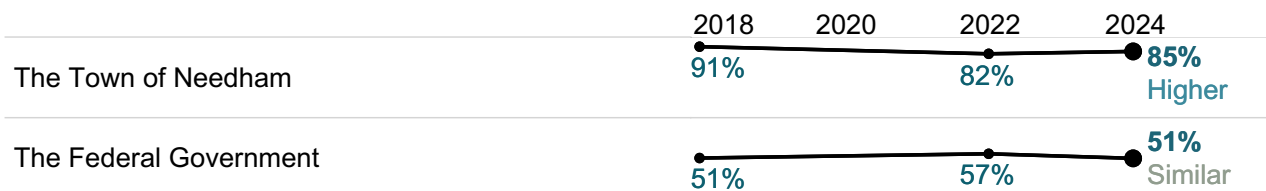


Please rate the following categories of Needham government performance.
(% excellent or good)





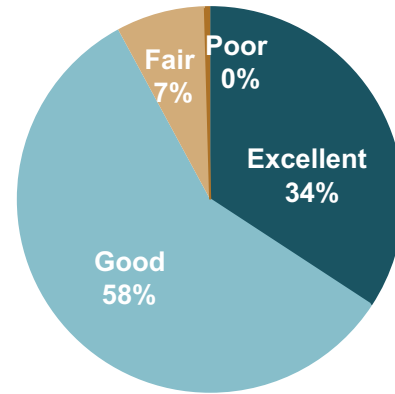
Overall, how would you rate the quality of the services provided by each of the following?
 (% excellent or good)



9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

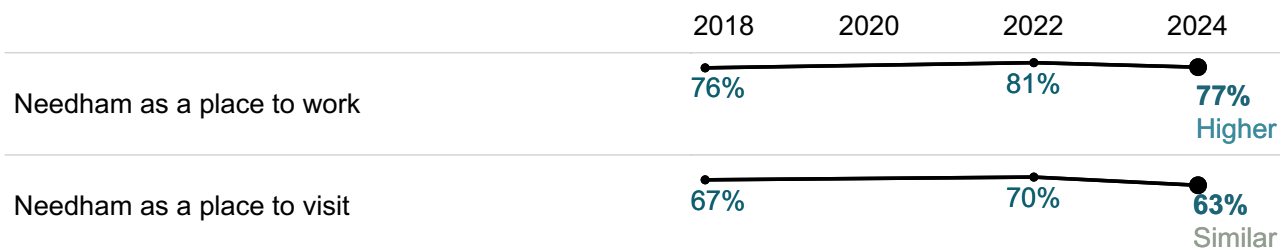
Overall economic health of Needham, 2024



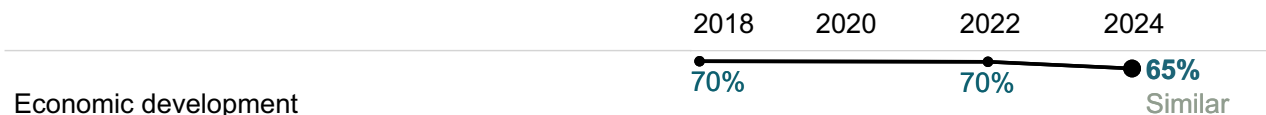
Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)



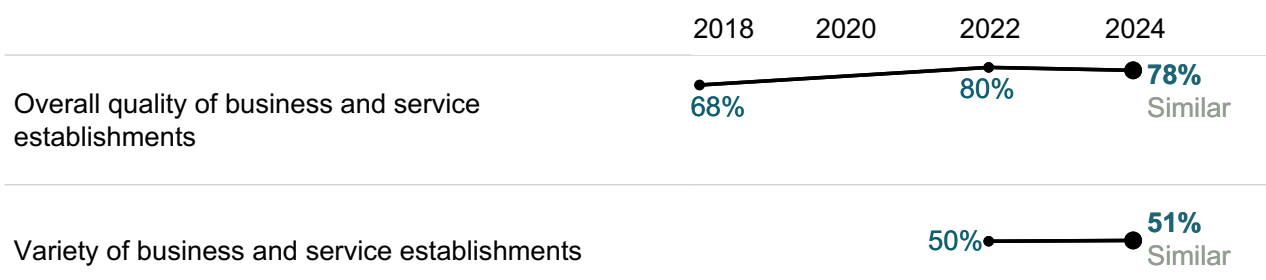
Please rate each of the following aspects of quality of life in Needham.
(% excellent or good)

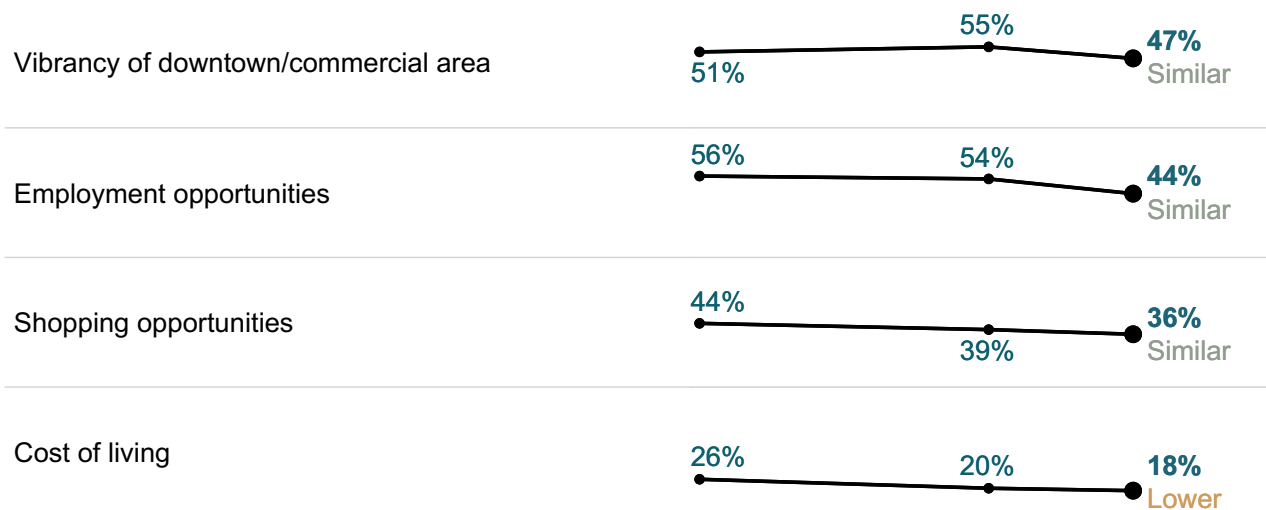


Please rate the quality of each of the following services in Needham.
(% excellent or good)

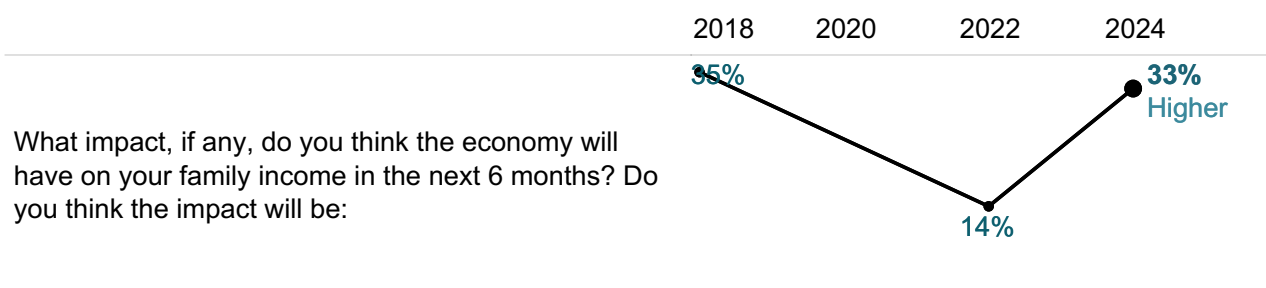


Please rate each of the following in the Needham community.
(% excellent or good)





What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
 (% very or somewhat positive)

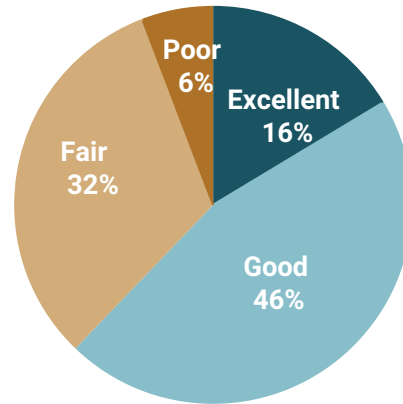


10. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of the transportation system in Needham, 2024

Mobility

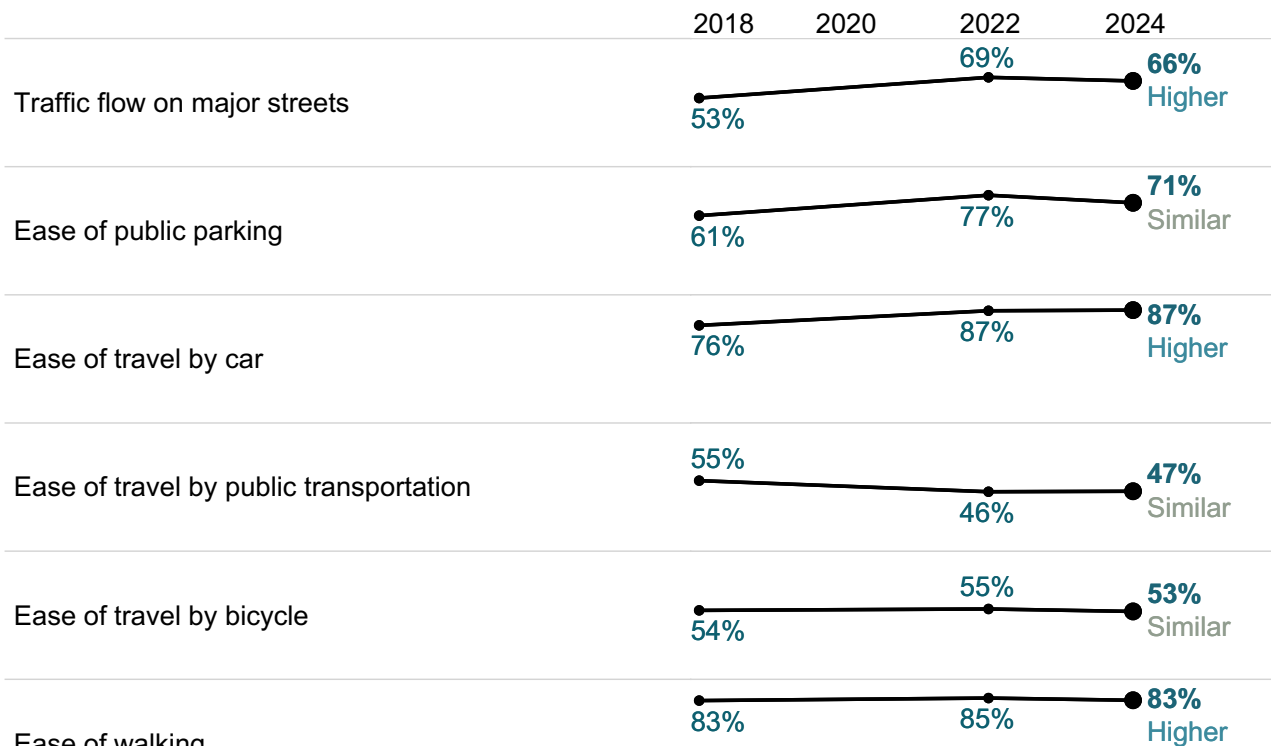
The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.



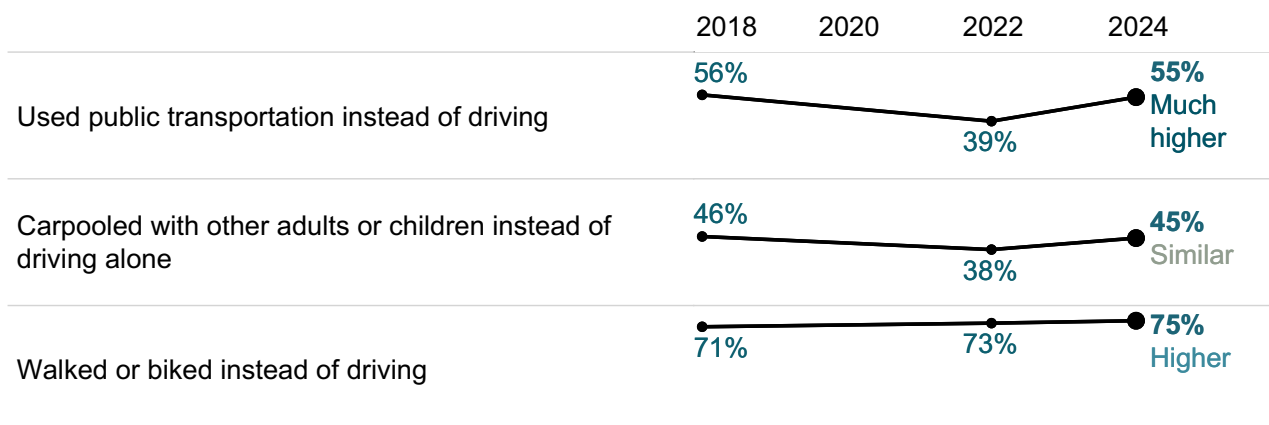
Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)



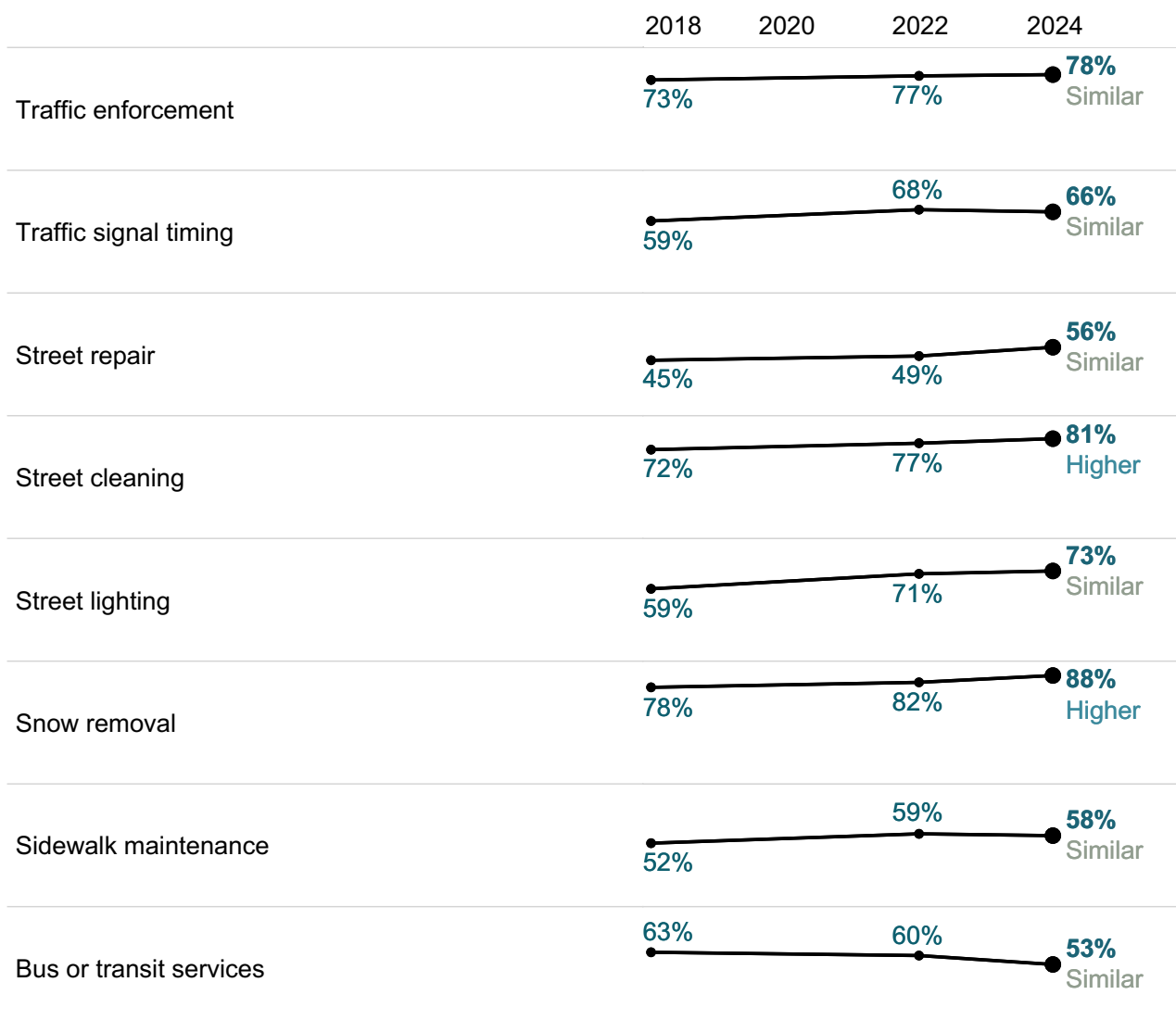
Please also rate each of the following in the Needham community.
(% excellent or good)



Please indicate whether or not you have done each of the following in the last 12 months.
 (% yes)



Please rate the quality of each of the following services in Needham.
 (% excellent or good)

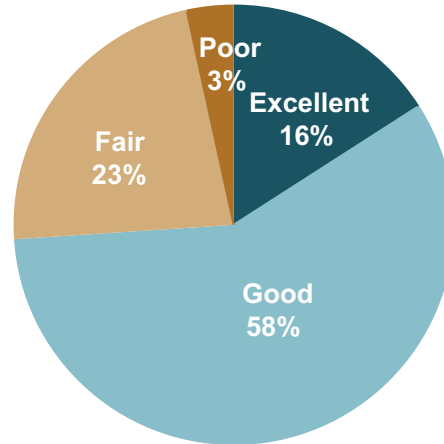


11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

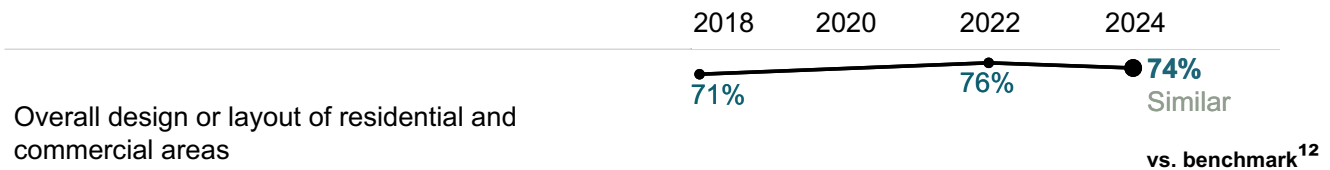
Overall design or layout of Needham's residential and commercial areas, 2024

Community Design

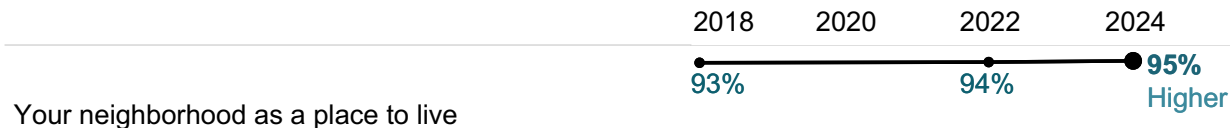
A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.



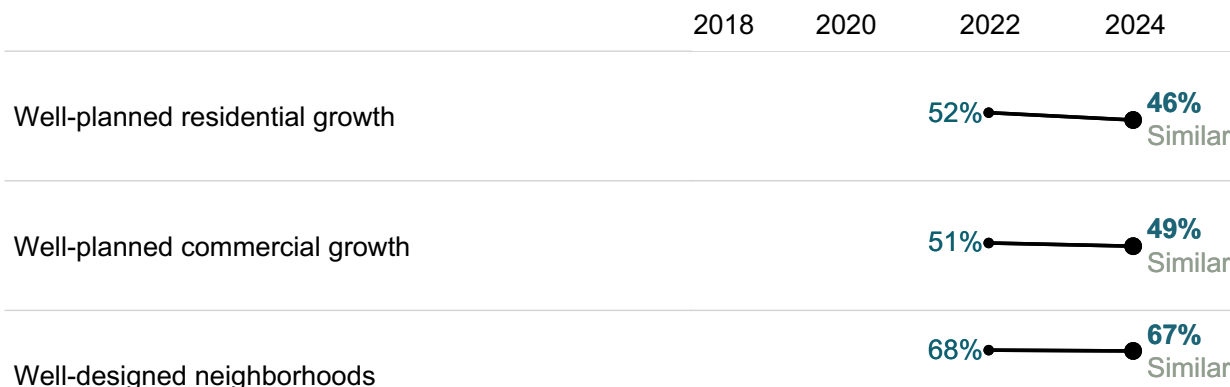
Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)

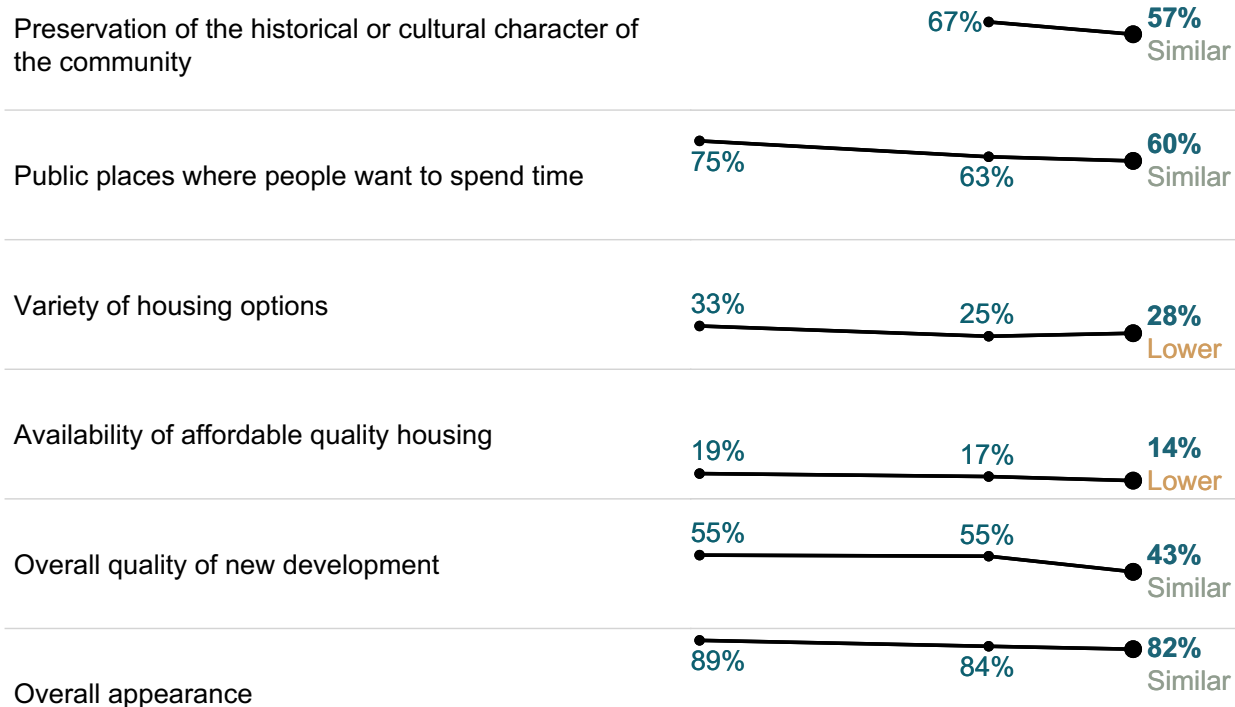


Please rate each of the following aspects of quality of life in Needham.
(% excellent or good)

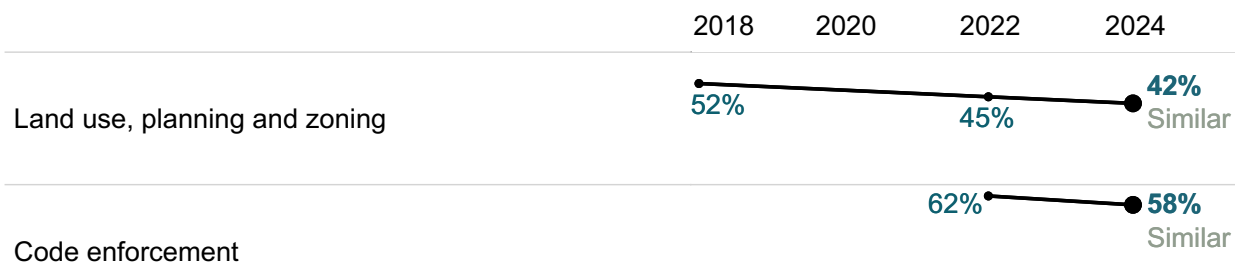


Please also rate each of the following in the Needham community.
(% excellent or good)





Please rate the quality of each of the following services in Needham.
 (% excellent or good)

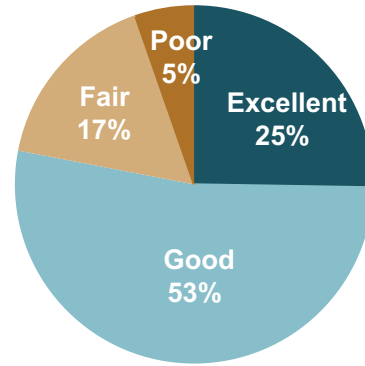


12. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

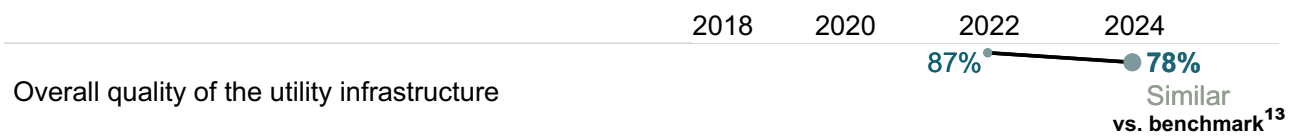
Overall quality of the utility infrastructure in Needham, 2024

Utilities

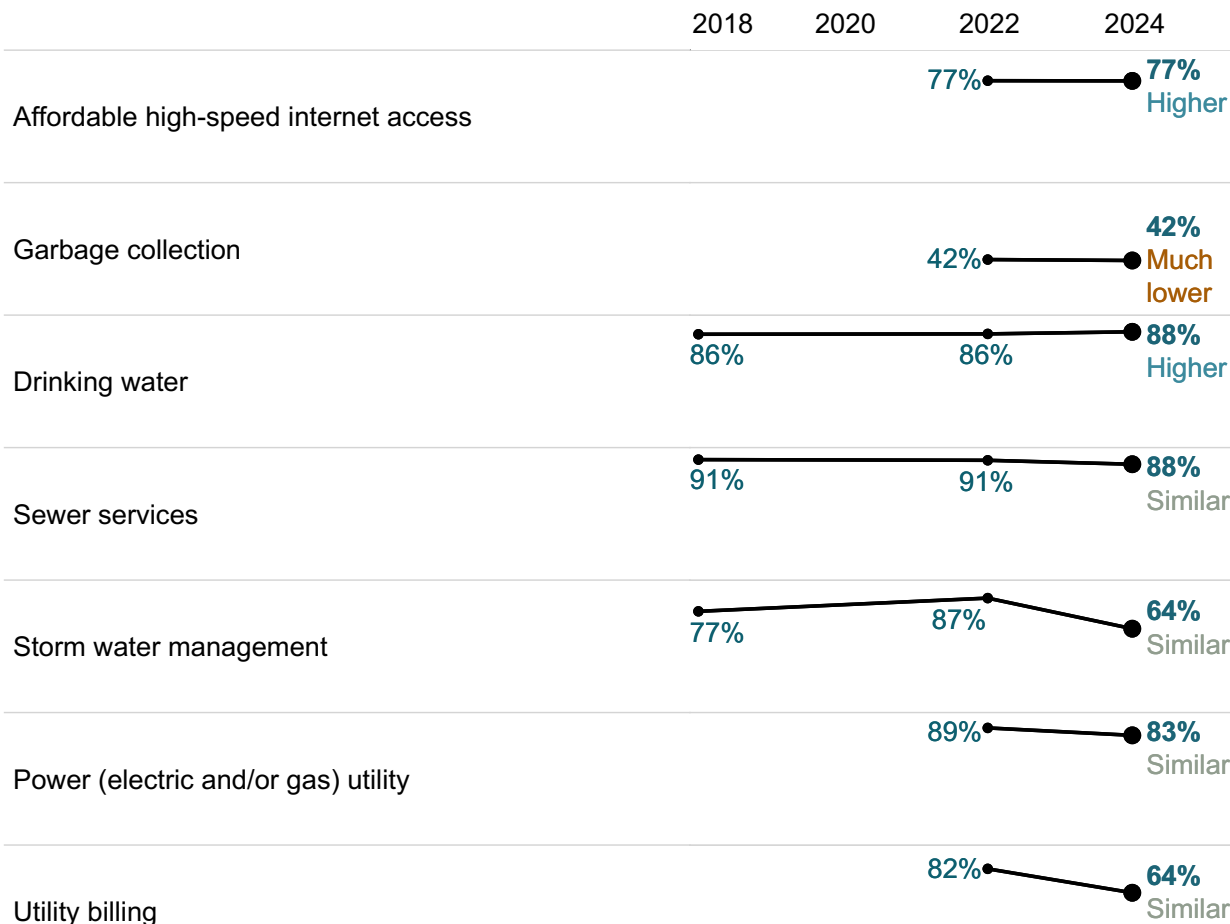
Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.



Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)



Please rate the quality of each of the following services in Needham.
(% excellent or good)



¹³. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

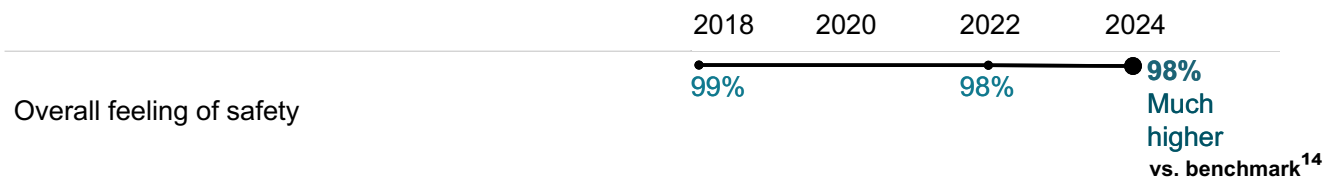
Overall feeling of safety in Needham, 2024

Safety

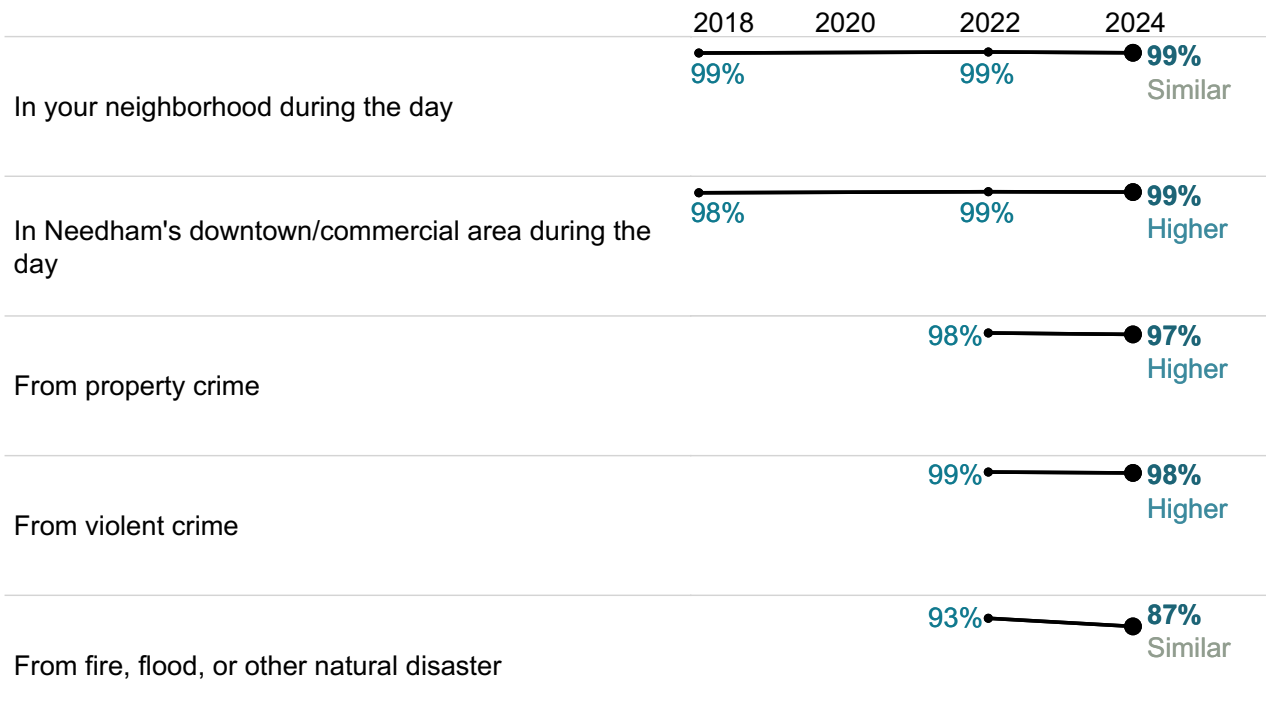
Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.



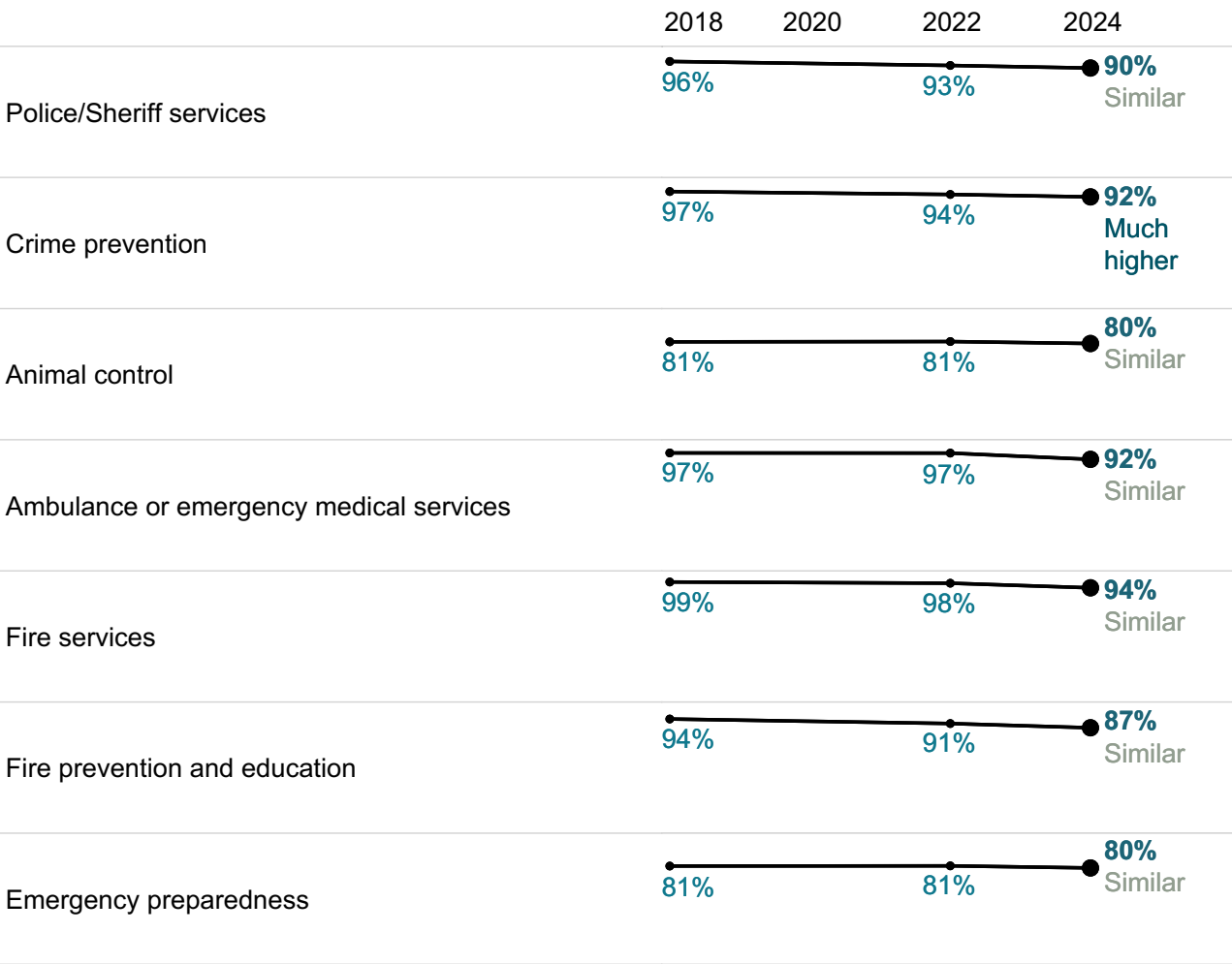
Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)



Please rate how safe or unsafe you feel:
(% very or somewhat safe)



Please rate the quality of each of the following services in Needham.
(% excellent or good)

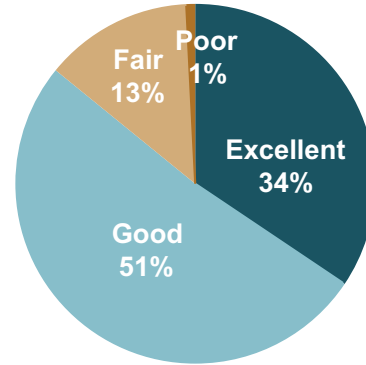


14. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

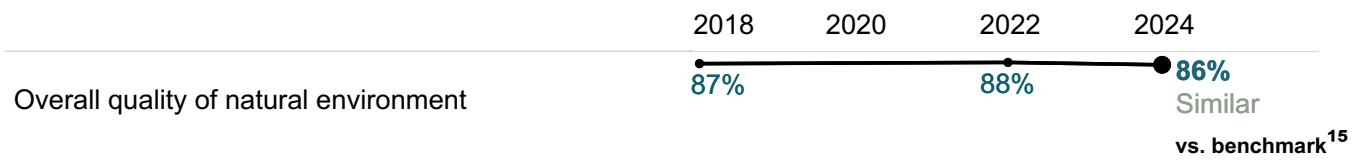
Overall quality of natural environment in Needham, 2024

Natural Environment

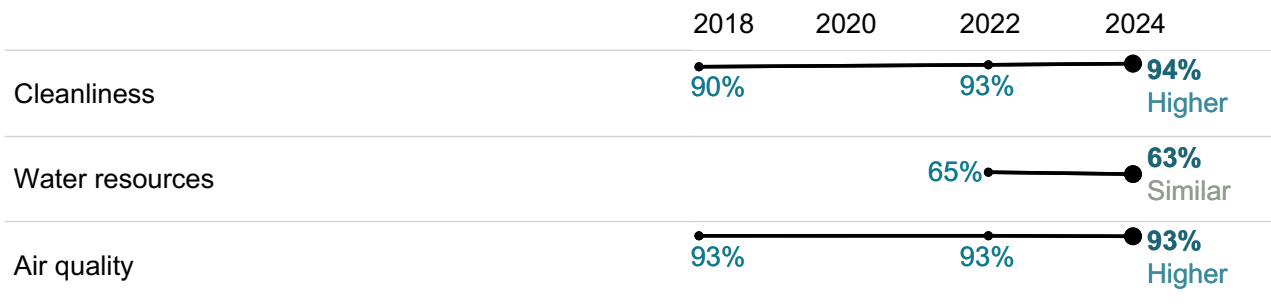
The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.



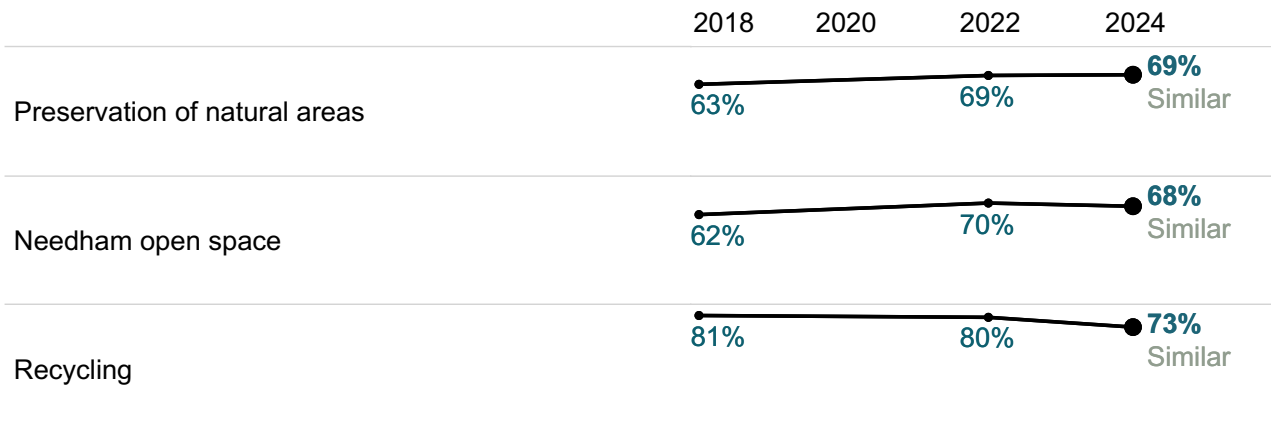
Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)



Please also rate each of the following in the Needham community.
(% excellent or good)



Please rate the quality of each of the following services in Needham.
(% excellent or good)



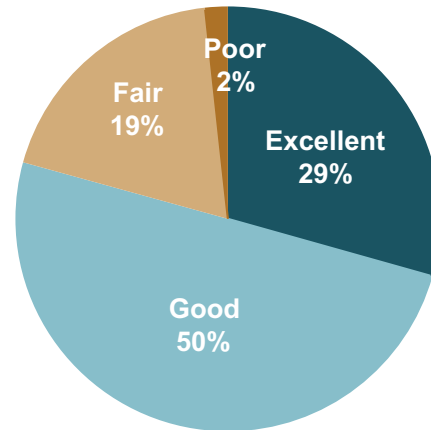
¹⁵. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of parks and recreation opportunities, 2024

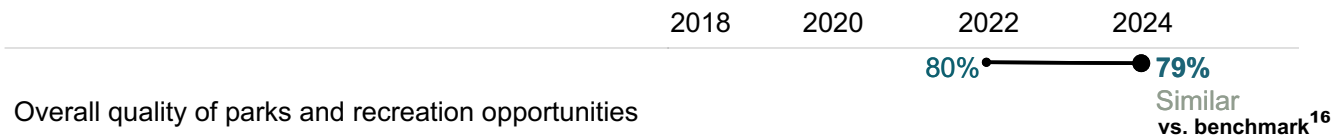
Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

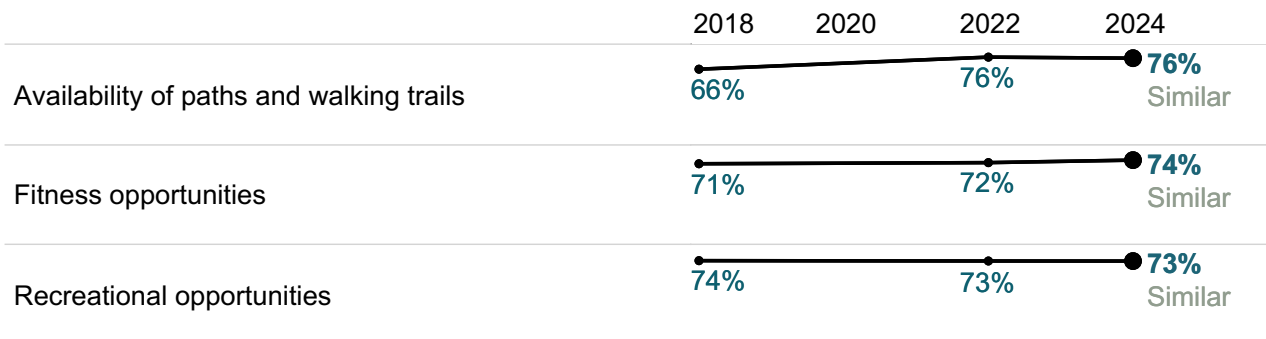
- National Recreation and Park Association



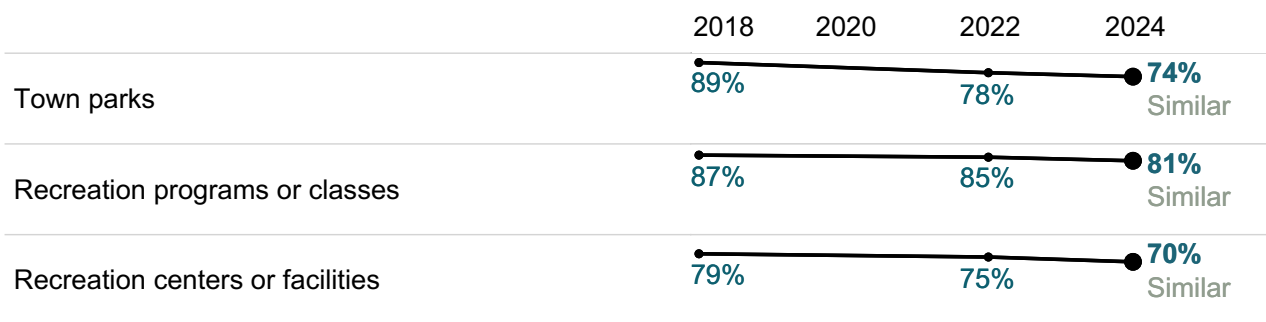
Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)



Please also rate each of the following in the Needham community.
(% excellent or good)



Please rate the quality of each of the following services in Needham.
(% excellent or good)

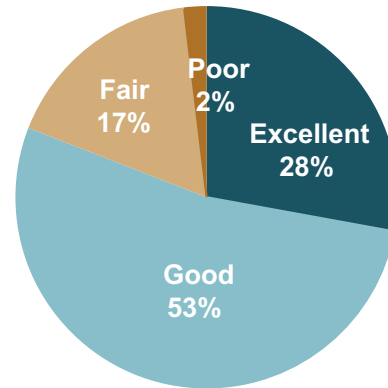


¹⁶. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

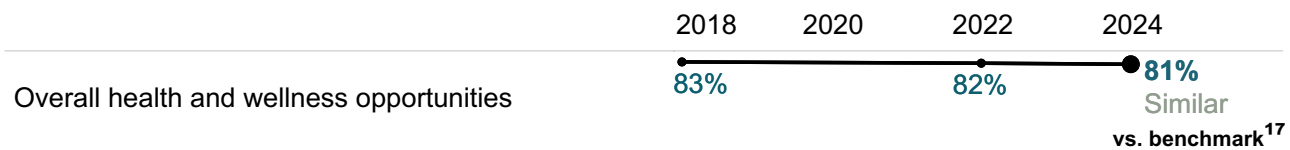
Overall health and wellness opportunities in Needham, 2024

Health and Wellness

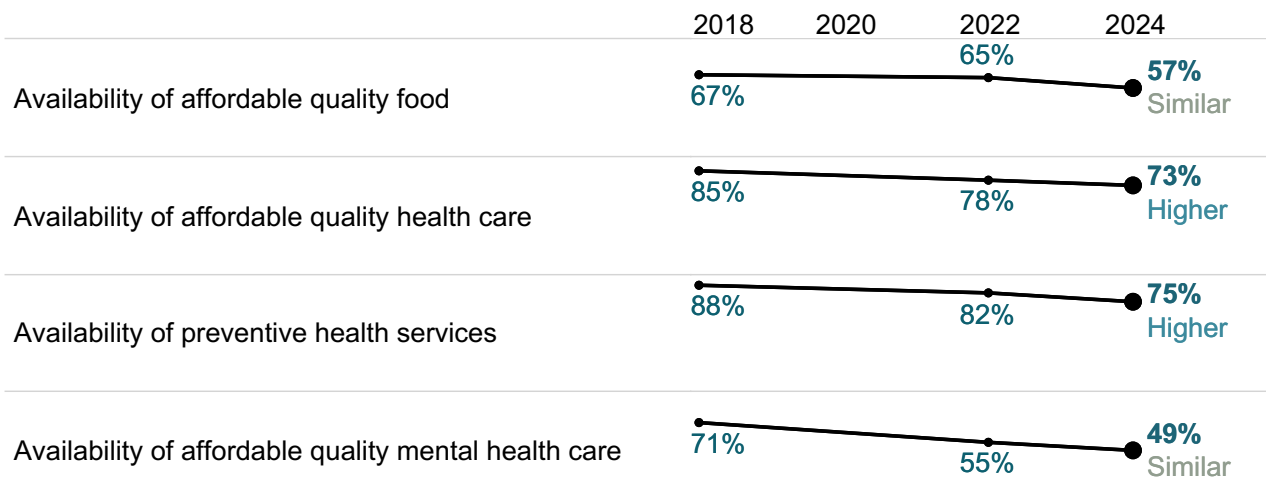
The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.



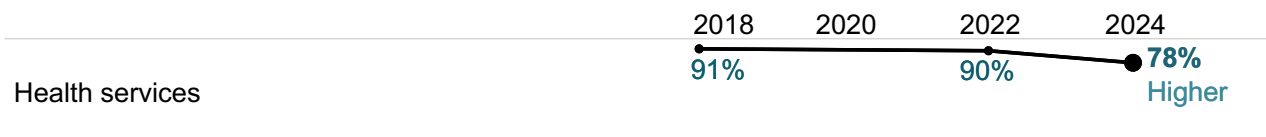
Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)



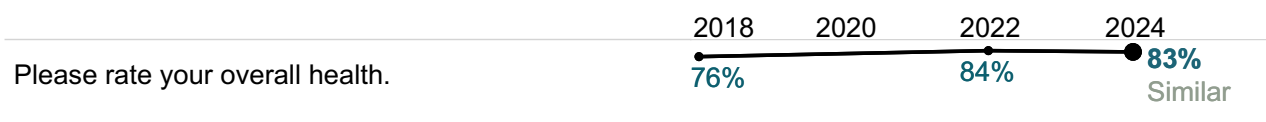
Please also rate each of the following in the Needham community.
(% excellent or good)



Please rate the quality of each of the following services in Needham.
(% excellent or good)



Please rate your overall health.
(% excellent or very good)

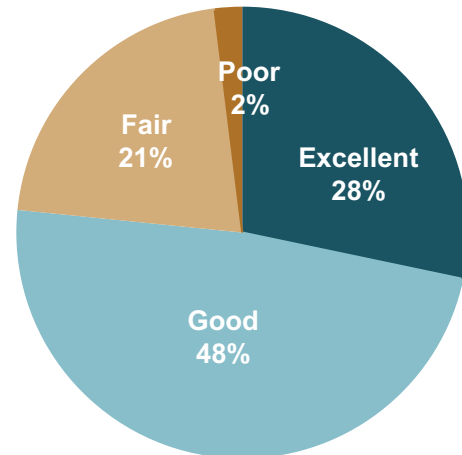


17. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

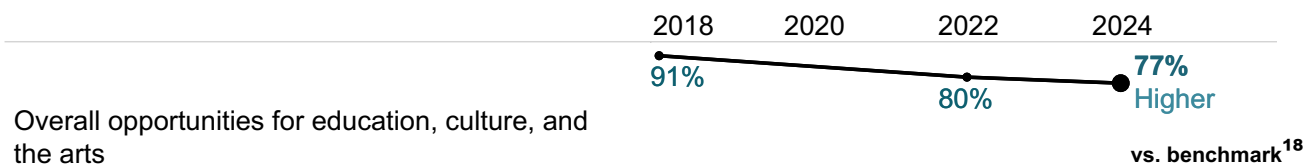
Overall opportunities for education, culture and the arts, 2024

Education, Arts, and Culture

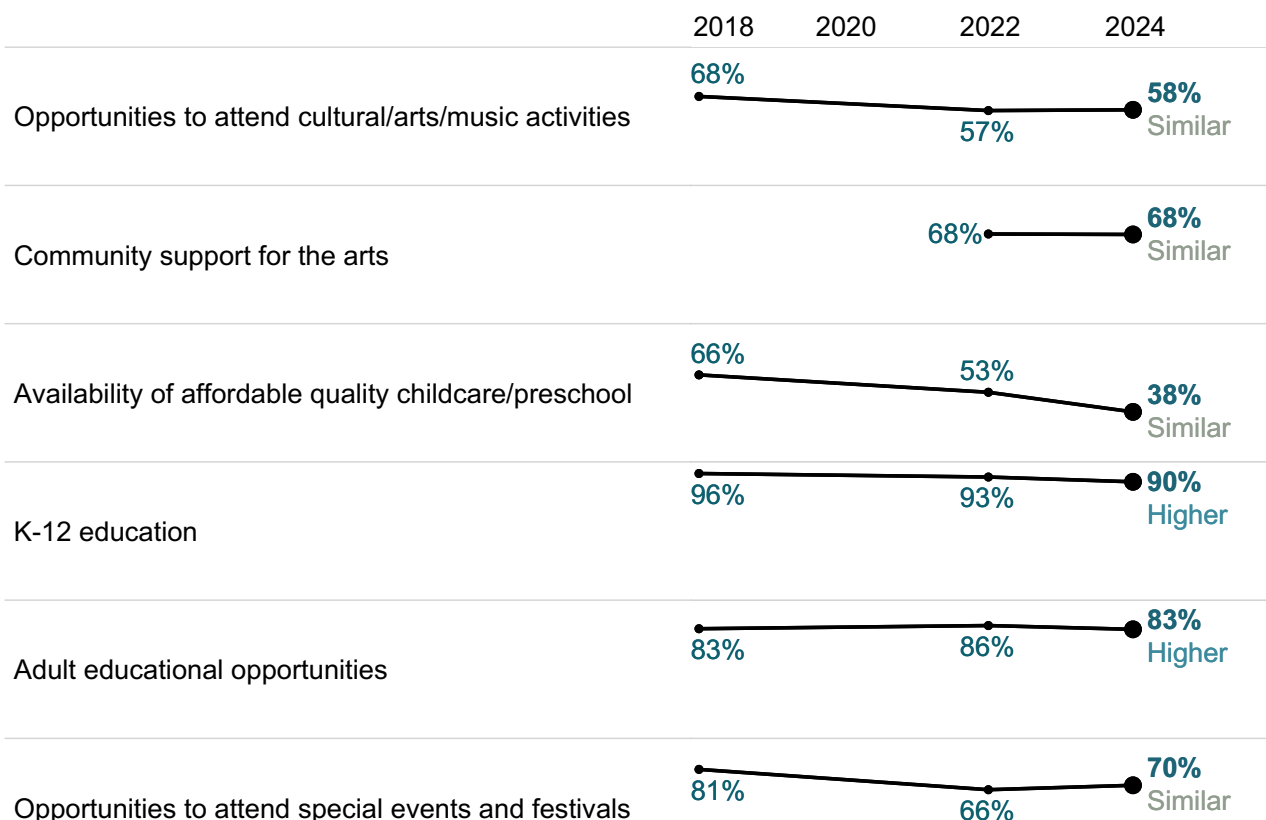
Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.



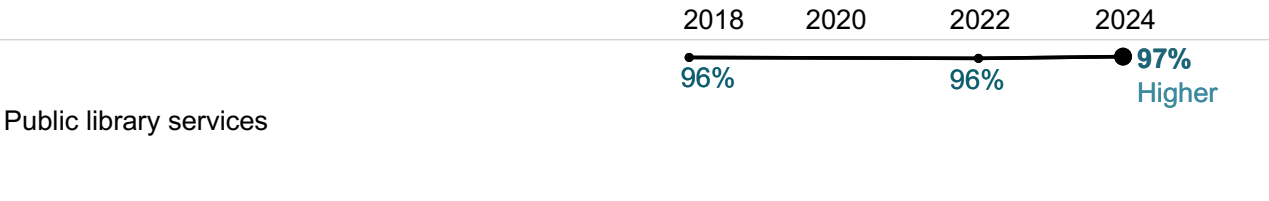
Please rate each of the following characteristics as they relate to Needham as a whole.
(% excellent or good)



Please also rate each of the following in the Needham community.
(% excellent or good)



Please rate the quality of each of the following services in Needham.
(% excellent or good)

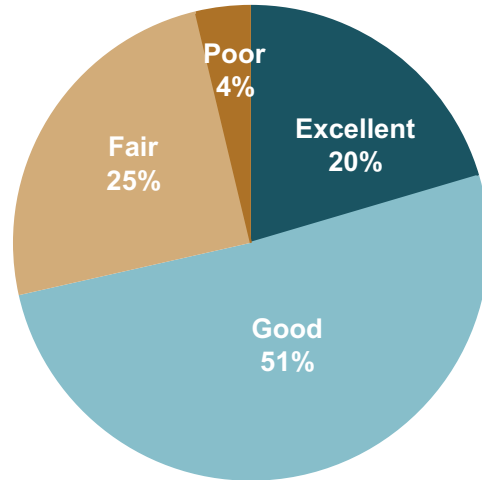


18. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' connection and engagement with their community, 2024

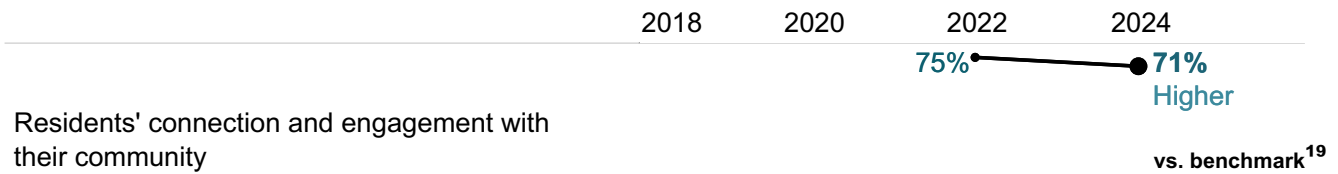
Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.



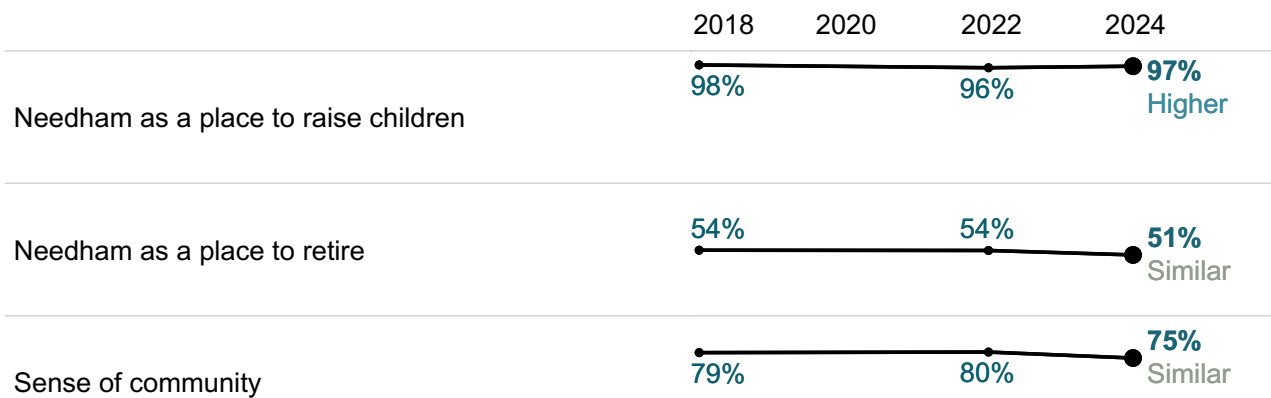
Please rate each of the following characteristics as they relate to Needham as a whole.

(% excellent or good)



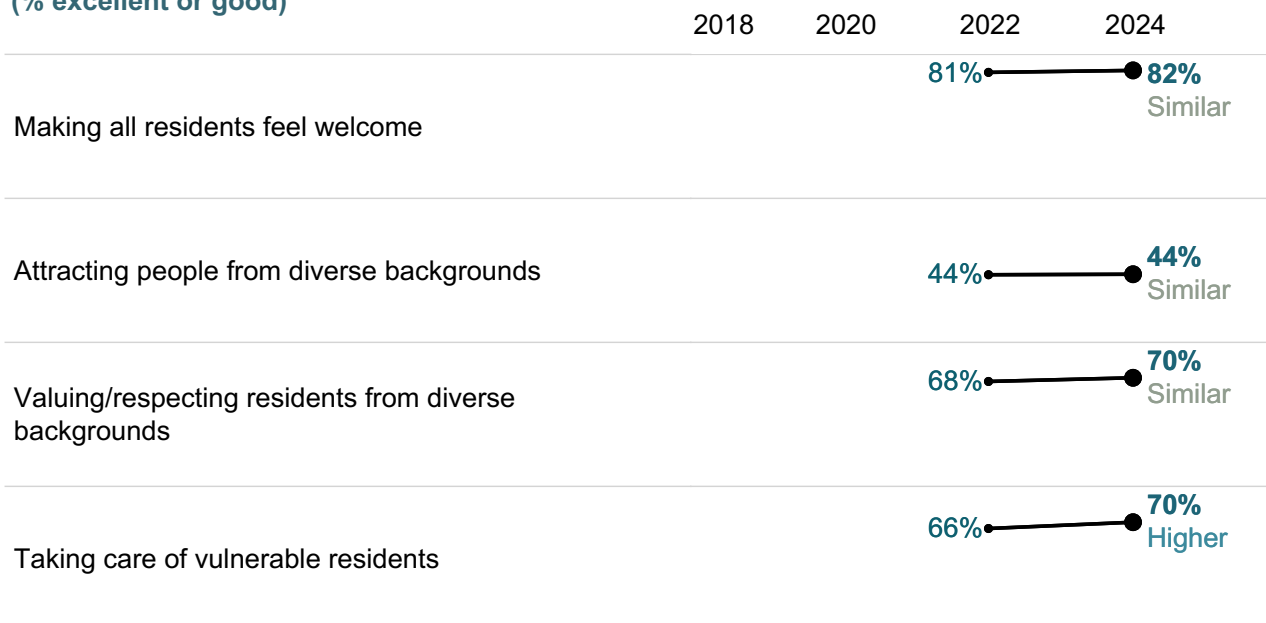
Please rate each of the following aspects of quality of life in Needham.

(% excellent or good)



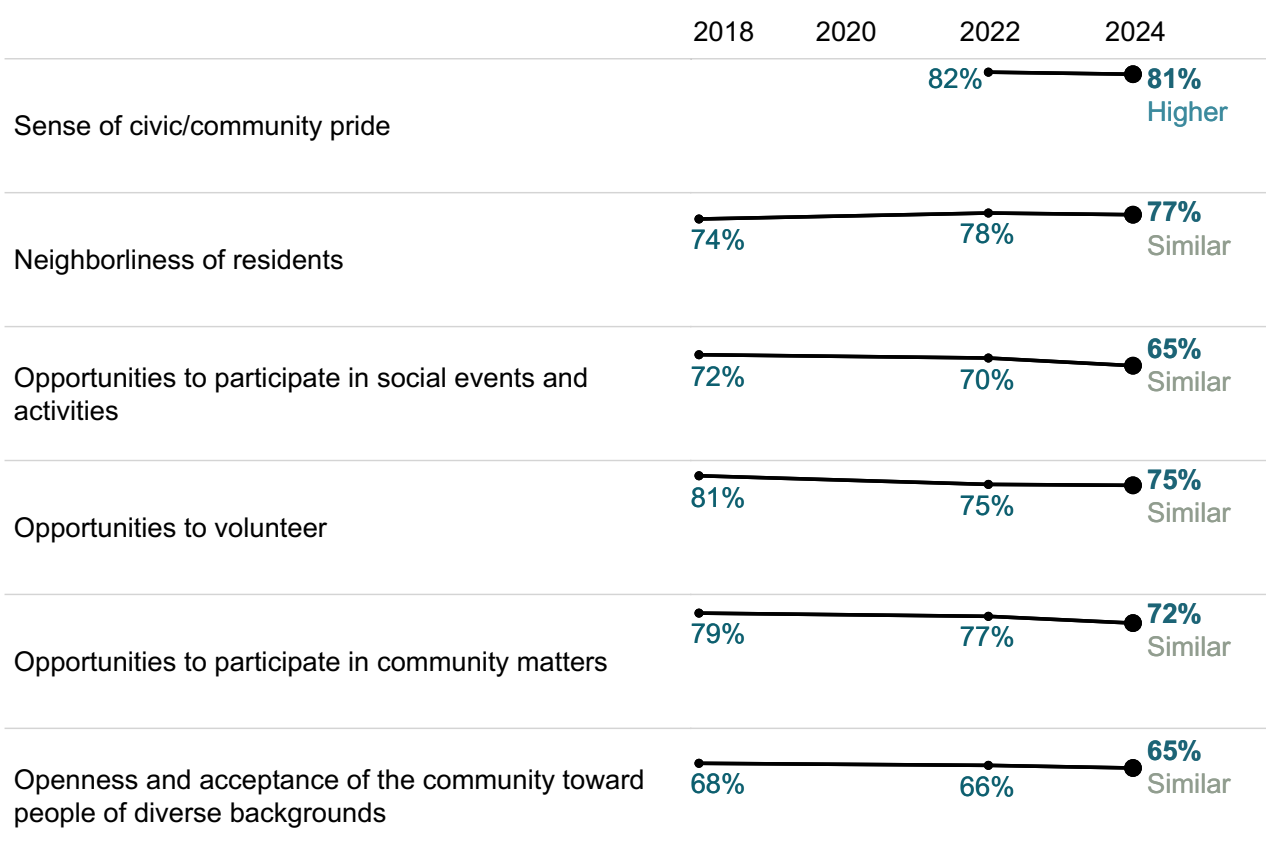
Please rate the job you feel the Needham community does at each of the following.

(% excellent or good)



Please also rate each of the following in the Needham community.

(% excellent or good)

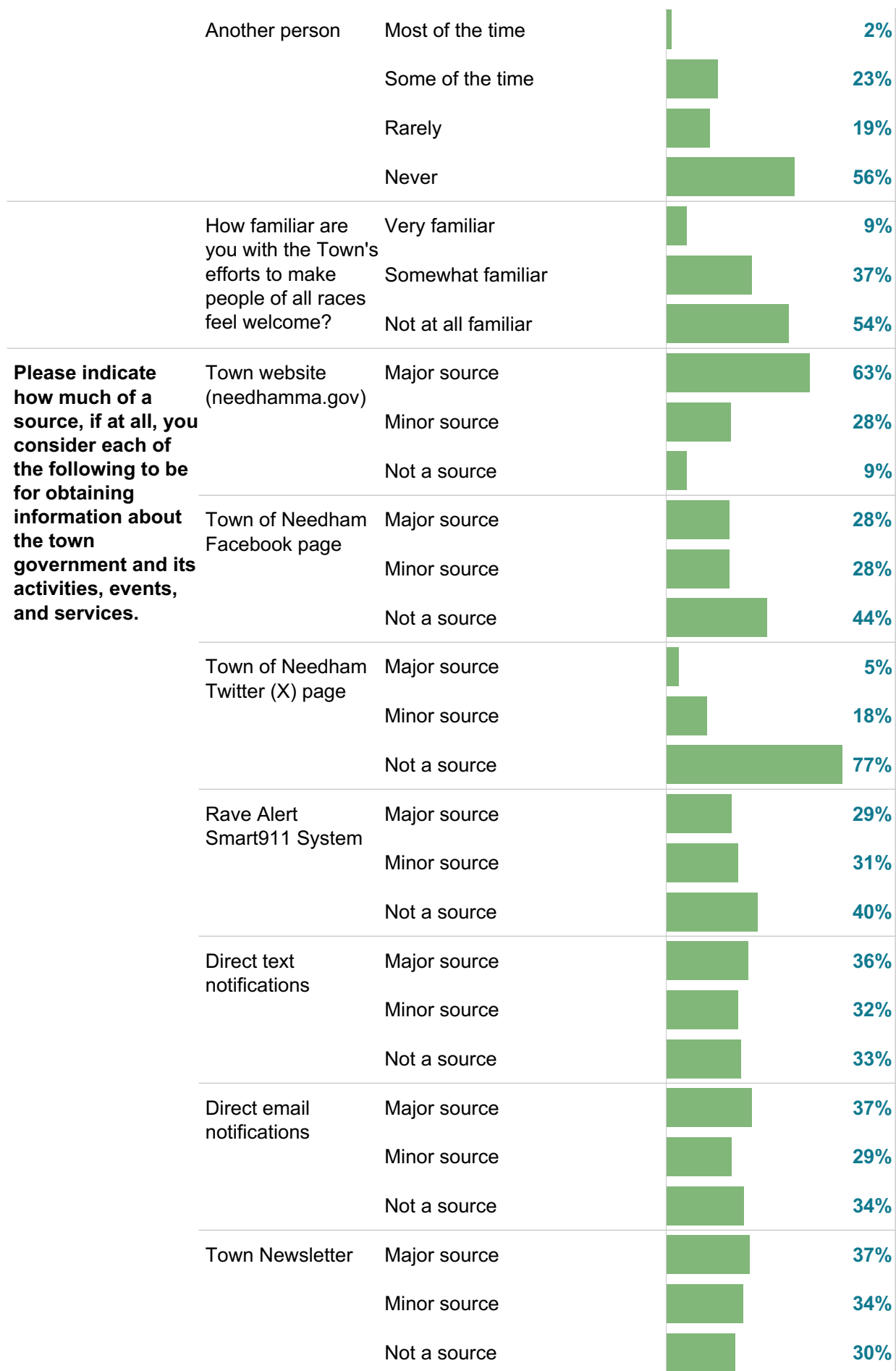


19. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded

			Include "don't know"
			No
Please indicate whether or not you currently perceive barriers to living in Needham based on each of the following.	Age	No	 68%
		Yes	 32%
	Gender	No	 97%
		Yes	 3%
	Race	No	 75%
		Yes	 25%
	National Origin	No	 84%
		Yes	 16%
	Religion	No	 95%
		Yes	 5%
	Disability	No	 84%
		Yes	 16%
	Sexual Orientation or gender identity	No	 96%
		Yes	 4%
In the last year, how often, if at all, did you worry about you, someone in your family or any other person of your same race, ethnicity or nationality experiencing unfair treatment due to your race, ethnicity, or nationality?	You personally	Most of the time	0%
		Some of the time	 9%
		Rarely	 14%
		Never	 76%
	Someone in your family	Most of the time	 2%
		Some of the time	 11%
		Rarely	 15%
		Never	 72%



The Town of Needham 2024 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Needham.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Needham as a place to live.....	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Needham as a place to raise children	1	2	3	4	5
Needham as a place to work	1	2	3	4	5
Needham as a place to visit.....	1	2	3	4	5
Needham as a place to retire.....	1	2	3	4	5
The overall quality of life in Needham.....	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Needham as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Needham	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Needham	1	2	3	4	5
Overall design or layout of Needham's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Needham (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Needham.....	1	2	3	4	5
Overall quality of natural environment in Needham.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Needham.....	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Needham to someone who asks	1	2	3	4	5
Remain in Needham for the next five years.....	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Needham's downtown/commercial area during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Needham community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Needham community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Needham	1	2	3	4	5
Variety of business and service establishments in Needham.....	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Cost of living in Needham.....	1	2	3	4	5
Overall image or reputation of Needham	1	2	3	4	5

7. Please also rate each of the following in the Needham community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Needham.....	1	2	3	4	5
Ease of travel by public transportation in Needham.....	1	2	3	4	5
Ease of travel by bicycle in Needham.....	1	2	3	4	5
Ease of walking in Needham	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Needham.....	1	2	3	4	5
Overall appearance of Needham	1	2	3	4	5
Cleanliness of Needham	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Needham.....	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the Town of Needham (in-person, phone, email, or web) for help or information.....	1	2
Contacted Needham elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended a local public meeting (of local elected officials like Town Board or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in Needham.....	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election	1	2
Used bus, rail, subway, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving	1	2

The Town of Needham 2024 Community Survey

9. Please rate the quality of each of the following services in Needham.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Police/Sheriff services.....	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Needham open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
Town parks.....	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Needham employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Needham government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Needham.....	1	2	3	4	5
The overall direction that Needham is taking.....	1	2	3	4	5
The job Needham government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Needham government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The Town of Needham.....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Needham community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Needham	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Needham	1	2	3	4
Overall design or layout of Needham's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Needham (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Needham	1	2	3	4
Overall quality of natural environment in Needham	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Needham	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Please indicate whether or not you currently perceive barriers to living in Needham based on each of the following.

	<u>No</u>	<u>Yes</u>
Age	1	2
Gender	1	2
Race	1	2
National origin	1	2
Religion	1	2
Disability	1	2
Sexual orientation or gender identity	1	2

14. In the last year, how often, if at all, did you worry about you, someone in your family or any other person of your same race, ethnicity or nationality experiencing unfair treatment due to your race, ethnicity, or nationality?

	<u>Most of the time</u>	<u>Some of the time</u>	<u>Rarely</u>	<u>Never</u>
You personally	1	2	3	4
Someone in your family	1	2	3	4
Another person	1	2	3	4

15. How familiar are you with the Town's efforts to make people of all races feel welcome?

☐ Very familiar ☐ Somewhat familiar ☐ Not at all familiar

16. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the town government and its activities, events, and services.

	<u>Major source</u>	<u>Minor source</u>	<u>Not a source</u>
Town website (needhamma.gov)	1	2	3
Town of Needham Facebook page	1	2	3
Town of Needham Twitter (X) page	1	2	3
Rave Alert Smart911 System	1	2	3
Direct text notifications	1	2	3
Direct email notifications	1	2	3
Town Newsletter	1	2	3

17. Are there other ways that you would like to hear about news from the Town?

☐ No ☐ Yes

18. If yes, please specify:

The Town of Needham 2024 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email	1	2	3	4	5	6
Share your opinions online	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Needham?

- ☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

- ☐ Single-family detached home
☐ Townhouse or duplex (may share walls but
no units above or below you)
☐ Condominium or apartment (have units
above or below you)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

- ☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

- ☐ Less than \$300 ☐ \$2,500 to \$3,999
☐ \$300 to \$599 ☐ \$4,000 to \$6,999
☐ \$600 to \$999 ☐ \$7,000 to \$9,999
☐ \$1,000 to \$1,499 ☐ \$10,000 or more
☐ \$1,500 to \$2,499

D8. Do any children 17 or under live in your household?

- ☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

- ☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- ☐ Less than \$25,000 ☐ \$100,000 to \$149,999
☐ \$25,000 to \$49,999 ☐ \$150,000 to \$199,999
☐ \$50,000 to \$74,999 ☐ \$200,000 to \$299,999
☐ \$75,000 to \$99,999 ☐ \$300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

- ☐ No ☐ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

- ☐ American Indian or Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ A race not listed

D13. In which category is your age?

- ☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

- ☐ Woman
☐ Man
☐ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

- ☐ Agender/I don't identify with any gender
☐ Genderqueer/gender fluid
☐ Non-binary
☐ Transgender man
☐ Transgender woman
☐ Two-spirit
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502



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

MEETING DATE: 8/13/2024

Agenda Item	Call for and Open Special Town Meeting Warrant
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will ask the Board to call for a Special Town Meeting to be held on Monday, October 21 st and to open the warrant for that meeting. The Board is scheduled to close the warrant on September 10 th .	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to call for and open the warrant for the October 21, 2024 Special Town Meeting.	
3.	BACK UP INFORMATION ATTACHED
a. Draft Warrant – 8/13/2024	

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, OCTOBER 21, 2024

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

DRAFT 8.13.2024

Additional information on particular warrant articles will be made available from time to time at www.needhamma.gov/townmeeting during the weeks leading up to the Special Town Meeting.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the qualified Town Meeting Members of the Town of Needham to meet in the Needham Town Hall on:

MONDAY, THE TWENTY FIRST DAY OF OCTOBER 2024

At seven thirty o'clock in the afternoon, then and there to act upon the following articles, viz.:

FINANCE ARTICLES

ARTICLE 1: APPROPRIATE FOR ROADWAY IMPROVEMENTS (EVERSOURCE)

To see if the Town will vote to raise and/or transfer and appropriate a sum for roadway improvements, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum 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 COMMUNITY OPIOID SETTLEMENT FUND PLANNING

To see if the Town will vote to raise and/or transfer and appropriate a sum for the development of a Community Opioid Settlement Fund Plan, 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 be Adopted

Article Information:

ARTICLE X: APPROPRIATE FOR CONSULTING

To see if the Town will vote to raise and/or transfer and appropriate a sum for consulting services related to the Stephen Palmer ownership conversion, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information:

ARTICLE X: AMEND THE FY2025 OPERATING BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2025 Operating Budget adopted under Article 13 of the 2024 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>

or take any other action relative thereto.

INSERTED BY: Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: AMEND THE FY2025 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2025 Sewer Enterprise Fund Budget adopted under Article 14 of the 2024 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
201A	Salary & Wages	\$1,194,443	\$1,218,870
201D	MWRA Assessment	\$7,084,841	\$7,445,411

And to meet this appropriation that \$384,977 be raised from Sewer Enterprise Fund receipts; or take any other action relative thereto.

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

Article Information:

ARTICLE X: AMEND THE FY2025 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2025 Water Enterprise Fund Budget adopted under Article 15 of the 2024 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
301A	Salary & Wages	\$1,632,768	\$1,672,073
301D	MWRA Assessment	\$1,887,130	\$1,212,985

or take any other action relative thereto.

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

Article Information:

ARTICLE X: UNPAID BILLS OF A PRIOR YEAR

To see if the Town will vote to raise and/or transfer and appropriate, or otherwise provide a sum for the payment of unpaid bills of previous years, incurred by the departments, boards and officers of the Town of Needham, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

Department	Vendor	Description of Goods/Services	Fiscal Year	Amount

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: State law requires Town Meeting action for the Town to make payment for bills received after the close of the fiscal year or bills in excess of appropriation.

ARTICLE X: APPROPRIATE FOR PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) PROGRAMMING

To see if the Town will vote to raise and/or transfer and appropriate a sum for the purpose of funding and supporting public, educational, and government (PEG) programming provided by the Needham Channel, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from the PEG Access and Cable Related Fund; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The purpose of this article is to appropriate funds to make payments to the Needham Channel during the year. Included in every cable bill from the cable operators is a line item to provide for the costs of local cable television services. These monies are retained in a special revenue account (Public, Educational, and Governmental (PEG) Access and Cable Related Fund) created pursuant to the provisions of Massachusetts General Laws Chapter 44, section 53F¾ and approved at the May 8, 2023 Special Town Meeting under Article 10, and are to be used to support local cable programming for the Town's PEG channels. These funds will be used to continue these informational and educational services, which may include, but are not limited to, equipment purchases, contracted services, construction services, and labor expenses.

ZONING/LAND USE ARTICLES

ARTICLE X: AMEND ZONING BY-LAW

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

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE X: AMEND ZONING BY-LAW

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

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

COMMUNITY PRESERVATION ACT ARTICLES

ARTICLE X: APPROPRIATE FOR HIGH SCHOOL TENNIS COURTS

To see if the Town will vote to raise and/or transfer and appropriate a sum for improvements to the Needham High School tennis courts, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that [SUM] be transferred from CPA Free Cash, [SUM] be transferred from the Athletic Facility Stabilization Fund, and [SUM] be transferred from Overlay Surplus; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

CAPITAL ARTICLES

ARTICLE XX: APPROPRIATE FOR TOWN HALL REPAIRS AND UPGRADES

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$100,000 for engineering and design for the Town Hall HVAC systems and generator, 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:

Article Information:

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:

Project	Town Meeting	Article	Authorized	Rescind

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 ARTICLES

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 a sum 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 [DATE] was[AMOUNT].

ARTICLE X: APPROPRIATE TO CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise, and/or transfer and appropriate a sum to the Capital Improvement Fund, as provided under the provisions of Massachusetts General Law Chapter 40, Section 5B, and to meet this appropriation that said sum be raised from the Tax Levy; 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. 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 [DATE] was[AMOUNT].

ARTICLE X: APPROPRIATE TO CAPITAL FACILITY FUND

To see if the Town will vote to raise, and/or transfer and appropriate a sum 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 raised from the Tax Levy; 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 2007 Annual Town Meeting under Article 10 approved the creation of the Capital Facility Fund, as part of the Town's planning strategy for addressing capital facility maintenance needs by providing a reserve to address extraordinary building repairs and related expenses at times when other resources are unavailable. The purpose of this fund is to allow the Town, from time to time, by appropriation, to reserve funds for design, maintenance, renovation, or reconstruction relating to the structural integrity, building envelope, or MEP (mechanical, electrical, plumbing) systems of then-existing capital facilities. The balance in the fund as of [DATE] was[AMOUNT].

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 a sum be transferred from Free Cash and that said sum be raised from the tax levy; 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 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 [DATE] was[AMOUNT].

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 10th day of September, 2024.

Kevin Keane, Chair
Heidi Frail, Vice Chair
Catherine Dowd, Clerk
Marianne B. Cooley, Member
Joshua Levy, Member

Select Board of Needham

A TRUE COPY
Attest:
Constable:



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

MEETING DATE: 8/13/2024

Agenda Item	Needham Center Project Working Group
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board establish the Needham Center Working Group to provide input and feedback to the DPW, its consultants, and the Board on the Needham Center Project along Great Plain Avenue.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve the charge and composition of the Needham Center Project Working Group.	
3.	BACK UP INFORMATION ATTACHED
a. Charge and Composition – Needham Center Project Working Group	

Town of Needham

Needham Center Project Working Group

Charge & Composition

Type:	Ad hoc
Legal Reference:	Select Board Vote
Appointing Authority:	Select Board
Number of Voting Members:	Fifteen (15)
Term of Appointment	3 Years
Special Municipal Employee	Yes
Staff Support	Department of Public Works

Member	Seat	Year Appointed	Term Expiration
	Select Board Member		
	Planning Board Member		
	Finance Committee Member		
	Needham Community Revitalization Trust Fund Member		
	Mobility Planning and Coordination Committee Member		
	Climate Action Committee Member		
	Design Review Board Member		
	Transportation Safety Committee Member		
	Council of Economic Advisors Member		
	Needham Center Small Business Owner		
	Needham Center Restaurant Owner		

	Needham Center Property Owner		
	Resident At-Large		
	Resident At-Large		
	Director of Public Works or designee (ex- officio)		

Composition:

- One (1) member of the Select Board*
- One (1) member of the Transportation Safety Committee
- One (1) member of the Needham Revitalization Trust Fund Commission
- One (1) member of the Council of Economic Advisors
- One (1) member of the Planning Board
- One (1) member of the Finance Committee
- One (1) member of the Mobility Planning and Coordination Committee
- One (1) member of the Climate Action Committee
- One (1) member of the Design Review Board
- One (1) small business owner in Needham Center
- One (1) restaurant owner in Needham Center
- One (1) property owner in Needham Center
- Two (2) residents at large
- The Director of Public Works or Designee*

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

Purpose: The purpose of the working group is to provide input and feedback to the Department of Public Works and its consulting engineers on the design and layout of the Needham Center/Great Plain Avenue project.

Charge: The charge of the working group is to:

- Meet regularly with Town staff and consulting engineers to provide input.
- Ensure that constituency needs and desires are considered.
- Report back to constituencies to ensure clear communication on progress.
- Help staff and consulting engineers narrow concept choices.
- Make recommendations to the Select Board on key milestones and decision points.
- Participate in community outreach efforts.
- Make recommendations for funding, as appropriate.

Charge Adopted: [DATE] **Charge Revised:**

SME Status Voted: [DATE]



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

MEETING DATE: 8/13/2024

Agenda Item	American Rescue Plan Act Funding
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED																																	
The Town Manager will recommend that the Board vote to approve a request for reallocation between State ARPA line items in the Economic Development category:																																		
<table><tr><td></td><td>Original Budget</td><td>Adjusted Budget 6/11/2024)</td><td>Proposed Budget (8/13/2024)</td><td>Change June - August</td></tr><tr><td>Grant Program</td><td>460,000</td><td>443,775</td><td>389,979</td><td>-53,796</td></tr><tr><td>Public Art</td><td>20,000</td><td>37,500</td><td>67,296</td><td>29,796</td></tr><tr><td>Other - Rental of Tents</td><td>18,725</td><td>18,725</td><td>18,725</td><td>0</td></tr><tr><td>Other - Not Yet Assigned</td><td>1,275</td><td>0</td><td>24,000</td><td>24,000</td></tr><tr><td></td><td>500,000</td><td>500,000</td><td>500,000</td><td>0</td></tr></table>						Original Budget	Adjusted Budget 6/11/2024)	Proposed Budget (8/13/2024)	Change June - August	Grant Program	460,000	443,775	389,979	-53,796	Public Art	20,000	37,500	67,296	29,796	Other - Rental of Tents	18,725	18,725	18,725	0	Other - Not Yet Assigned	1,275	0	24,000	24,000		500,000	500,000	500,000	0
	Original Budget	Adjusted Budget 6/11/2024)	Proposed Budget (8/13/2024)	Change June - August																														
Grant Program	460,000	443,775	389,979	-53,796																														
Public Art	20,000	37,500	67,296	29,796																														
Other - Rental of Tents	18,725	18,725	18,725	0																														
Other - Not Yet Assigned	1,275	0	24,000	24,000																														
	500,000	500,000	500,000	0																														
2.	VOTE REQUIRED BY SELECT BOARD																																	
Suggested Motion: That the Select Board vote to approve the requested reallocation of funding for the Town’s State ARPA Allotment.																																		
3.	BACK UP INFORMATION ATTACHED																																	
a. July 31, 2024 ARPA update																																		

ARPA Proposal Budget with Expended Balance

Category	Description	State/County	Budget	Adjusted Budget	Total Expended	Unexpended	Encumbered	Uncommitted Balance
COVID-19 Direct Impact	Contact Tracers	State	\$60,000.00	\$23,910.00	\$23,910.00	\$0.00	\$0.00	\$0.00
	Epidemiologist	State	\$140,000.00	\$216,077.47	\$186,842.76	\$29,234.71	\$29,234.71	\$0.00
	Public Health Nurse	State	\$160,000.00	\$279,083.00	\$207,658.89	\$71,424.11	\$71,424.11	\$0.00
	Mental & Behavioral Health Staffing	State	\$190,000.00	\$265,548.00	\$233,126.69	\$32,421.31	\$32,421.31	\$0.00
	Mental & Behavioral Health Services	State	\$190,000.00	\$48,350.75	\$46,850.75	\$1,500.00	\$1,500.00	\$0.00
	COVID-19 Test Kits for School Staff and residents of limited means and those in high risk groups	State	\$229,800.00	\$229,800.00	\$229,800.00	\$0.00	\$0.00	\$0.00
	Other - Rentals	State	\$4,246.00	\$4,246.00	\$4,246.00	\$0.00	\$0.00	\$0.00
	Other - Town COVID-19 Test Kits	State	\$2,984.78	\$2,984.78	\$2,984.78	\$0.00	\$0.00	\$0.00
	Other - Not yet assigned	State	\$92,969.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal		\$1,070,000.00	\$1,070,000.00	\$935,419.87	\$134,580.13	\$134,580.13	\$0.00
Ventilation Upgrades	Library Chiller	State	\$0.00	\$369,000.00	\$0.00	\$369,000.00	\$333,548.52	\$35,451.48
	Subtotal		\$0.00	\$369,000.00	\$0.00	\$369,000.00	\$333,548.52	\$35,451.48
Technology Improvements	Support for Hybrid Meetings, Communications & Remote Work	State	\$175,000.00	\$441,123.33	\$270,779.35	\$170,343.98	\$2,700.00	\$167,643.98
	NeoGov E-Forms Module	State	\$31,613.48	\$31,613.48	\$31,613.48	\$0.00	\$0.00	\$0.00
	Other - Not yet assigned	State	\$68,386.52	\$2,263.19	\$0.00	\$2,263.19	\$0.00	\$2,263.19
	Subtotal		\$275,000.00	\$475,000.00	\$302,392.83	\$172,607.17	\$2,700.00	\$169,907.17
Economic Development	Grant Program	State	\$460,000	\$389,979	\$389,979	\$0	\$0	\$0
	Public Art	State	\$20,000	\$67,296	\$15,623	\$51,673	\$9,999	\$41,674
	Other - Rental of Tents	State	\$18,725	\$18,725	\$18,725	\$0	\$0	\$0
	Other - Not yet assigned	State	\$1,275	\$24,000	\$0	\$24,000	\$0	\$24,000
	Subtotal		\$500,000	\$500,000	\$424,327	\$75,673	\$9,999	\$65,674
Water/Sewer/Drains	Temp Project Manager	State	\$500,000.00	\$471,336.60	\$121,867.69	\$349,469.31	\$278,131.31	\$71,338.00
	Rosemary Sluice Gate Replacement/NPDES Stormwater	State	\$600,000.00	\$120,000.00	\$22,901.98	\$97,098.02	\$90,788.02	\$6,310.00
	Stormwater Master Plan	State	\$0.00	\$280,000.00	\$0.00	\$280,000.00	\$0.00	\$280,000.00
	Other - Not yet assigned	State	\$340,336.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$1,440,336.60	\$871,336.60	\$144,769.67	\$726,567.33	\$368,919.33	\$357,648.00
	State total		\$3,285,336.60	\$3,285,336.60	\$1,806,909.22	\$1,478,427.78	\$849,746.98	\$628,680.80
Infrastructure*	Town Reservoir Clean-up Construction - ARPA-1033	County	\$2,070,000.00	\$1,372,500.00	\$125,000.00	\$1,247,500.00	\$1,247,460.00	\$40.00
	Walker Pond Category 2 Construction - ARPA-1032	County	\$356,000.00	\$356,000.00	\$285,862.56	\$70,137.44	\$70,137.44	\$0.00
	Walker Pond Outlet - ARPA-1166	County	\$0.00	\$400,000.00	\$0.00	\$400,000.00	\$253,824.00	\$146,176.00
	Walker Pond Category 2 (#1032) & Outlet (#1166) ARPA-1311	County	\$0.00	\$972,666.00	\$0.00	\$972,666.00	\$972,666.00	\$0.00
	128 Sewer Interceptor Project Design - ARPA-1178	County	\$0.00	\$60,000.00	\$49,200.00	\$10,800.00	\$0.00	\$10,800.00
	128 Sewer Interceptor Project Construction - ARPA-1178	County	\$0.00	\$2,752,682.00	\$102,980.00	\$2,649,702.00	\$2,524,236.00	\$125,466.00
	South St Water Main Construction	County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Allowance for Water/Sewer/Drains	County	\$3,487,848.40	\$0.40	\$0.00	\$0.40	\$0.00	\$0.40
	Subtotal	County total	\$5,913,848.40	\$5,913,848.40	\$563,042.56	\$5,350,805.84	\$5,068,323.44	\$282,482.40
Grand Total			\$9,199,185.00	\$9,199,185.00	\$2,369,951.78	\$6,829,233.62	\$5,918,070.42	\$911,163.20

updated 7/31/24
For 8/13/2024



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

MEETING DATE: 8/13/2024

Agenda Item	Executive Session Minutes Release Notice
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
In accordance with the Policy Regarding Executive Session Minutes, after periodic review, the Town Manager shall announce those executive session minutes that no longer warrant continued non-disclosure in whole or in part at the next Select Board meeting following the conclusion of the review.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a. Policy Regarding Executive Session Minutes, dated 6/25/2024 b. List of Executive Session Minutes Released in August 2024	

Town of Needham Select Board

Policy Number:	SB-ADMIN-002
Policy:	Policy Regarding Executive Session Minutes
Date Approved:	6/27/2006
Date Revised:	6/25/2024
Approved:	

1. Disclosure

Executive session minutes shall not be disclosed to the public so long as their disclosure would defeat the lawful purpose of the executive session, or if the minutes may otherwise be withheld from disclosure pursuant to one or more of exemptions to the Public Records Law, G.L. c.4, §7(26), or the attorney-client privilege.

2. Periodic Review

In accordance with the Open Meeting Law, G.L. c.30A, §22(g)(1), the Town Manager shall periodically review executive session minutes to determine if continued non-disclosure is warranted in whole or in part. This periodic review shall be conducted at regular intervals of at least three (3) times per year. At the next Select Board meeting following the conclusion of each periodic review, the Town Manager shall announce those executive session minutes that no longer warrant continued non-disclosure in whole or in part, and such announcement shall be noted in the minutes of that meeting.

3. Review Process

Upon receiving a request for executive session minutes that have not been reviewed in accordance with Section 2 of this Policy, the minutes shall be reviewed as follows:

3.1 The Town Manager shall review the minutes in a timely manner. If the Town Manager determines that (1) disclosure of the minutes would not defeat the lawful purpose of the executive session, and (2) the minutes may not otherwise be withheld under the Public Records Law or attorney-client privilege, the Town Manager shall disclose the minutes within ten (10) calendar days after receipt of the request.

3.2 If the Town Manager determines that continued non-disclosure is warranted, the Select Board shall review the minutes in executive session at the next meeting after receipt of the request, or within thirty (30) calendar days of receipt of the request, whichever occurs first, to additionally determine if continued non-disclosure is warranted.

3.3 In the event that review under this Section 3 will not be completed within ten (10) calendar days of receipt of the request, the Town Manager shall notify the requester in writing within this ten (10) day period that the minutes are under review and that a supplemental

response will be provided once the Select Board has reviewed the minutes, which time shall not exceed thirty (30) days from receipt of the request.

Select Board Executive Session Minutes Released August 6, 2024

<u>Date of Meeting</u>	<u>Full Release or Partial Release</u>
10/2/2012	Full
9/10/2014	Full
11/12/2014	Full
12/9/2014	Full
12/23/2014	Full
1/13/2015	Full
1/21/2015	Full
2/3/2015	Full
4/28/2015	Full
11/10/2015	Full
12/22/2015	Full
1/12/2016	Full
1/26/2016	Full
2/9/2016	Full
5/24/2016	Full
8/16/2016	Full
7/24/2018	Full
7/27/2018	Full
9/11/2018	Full
10/9/2018	Full
11/27/2018	Full
12/4/2018	Full
12/18/2018	Full
1/29/2019	Full
2/12/2019	Full
3/12/2019	Full
3/26/2019	Full
4/23/2019	Full
8/20/2019	Full
9/24/2019	Full
12/17/2019	Full
1/28/2020	Full
2/11/2020	Full
3/10/2020	Full
10/27/2020	Full
11/3/2020	Full
11/24/2020	Full
12/1/2020	Full
12/22/2020	Full
2/9/2021	Full
3/9/2021	Full

3/16/2021	Full
3/17/2021	Full
3/23/2021	Full
4/6/2021	Full
10/26/2021	Full
11/30/2021	Partial
12/14/2021	Full
1/25/2022	Full
2/22/2022	Full
3/8/2022	Full
3/22/2022	Full
4/13/2022	Full
4/26/2022	Full
5/9/2022	Full
5/24/2022	Full
7/26/2022	Partial
9/13/2022	Partial
11/9/2022	Full
12/20/2022	Partial
2/28/2023	Full
3/14/2023	Full
5/9/2023	Full
5/23/2023	Full
1/9/2024	Full
2/27/2024	Full
3/26/2024	Partial
4/2/2024	Full



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

MEETING DATE: 8/13/2024

Agenda Item	Town Manager's Report
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Town Manager will update the Board on issues not covered on the agenda.
2.	VOTE REQUIRED BY SELECT BOARD
	N/A – Discussion Only
3.	BACK UP INFORMATION ATTACHED
	None



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

MEETING DATE: 8/13/2024

Agenda Item	Proposed MBTA Needham Line Commuter Rail Service Modifications
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Select Board held a hearing on June 26, 2024 to solicit feedback about a proposal to terminate the first and last trains on the Needham Line at Needham Junction Station as opposed to Needham Heights. On these two trains, there would be no service to Needham Center or Needham Heights Station, eliminating the need for the train to sound its horn at the four grade crossings between Junction Station and Needham Heights. The specific proposed modifications are: Weekdays: The 5:05 AM inbound train from Needham would depart from the Needham Junction Station and the 12:13 AM outbound from South Station would terminate at Needham Junction Station Weekends: The 6:10 AM inbound train from Needham would depart from the Needham Junction Station and the 10:15 PM outbound from South Station would terminate at Needham Junction Station The Board will discuss the feedback received and determine next steps.	
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: 8/13/2024

Agenda Item	Select Board Goal Setting FY2025 - 2026
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss the FY2025 – 2026 goals and initiatives. The Town Manager will recommend that the Board adopt the goals and initiatives as presented.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board vote to adopt its goal statement for FY2025-2026.	
3.	BACK UP INFORMATION ATTACHED
a. Select Board Goal Statement for FY2025- 2026, 8/13/2024	

Select Board Goals

FY 2025-26

August 13, 2024

FY 2025-2026 Goals

Goal #1: Healthy and Socially Thriving

Needham residents enjoy plentiful recreational, cultural, and educational opportunities in an environment that upholds human rights, celebrates diversity, and fosters a sense of connection among neighbors, thus strengthening their bond to the community they proudly call home. Needham:

- Cultivates a wide range of recreational, cultural, educational, civic, and social opportunities for all socioeconomic and age groups;
- Supports the physical and mental well-being of its community members;
- Fosters inclusion, diversity, and equity in order to become a culturally responsive, anti-racist, and anti-biased community; and
- Values public art.

Goal #2: Economically Vital

Needham welcomes investment in local businesses and has a thriving local economy that contributes to a growing local tax base to support desirable community amenities and programs. Needham:

- Has a growth mindset and encourages business development and redevelopment;
- Supports an environment for creativity, innovation, and entrepreneurship;
- Promotes a well-educated, skilled, and diverse work force that meets employers' needs;
- Fosters a collaborative and resource-rich regional business climate;
- Attracts, sustains, and retains a diverse mix of businesses, entrepreneurs and jobs that support the needs of all community members; and
- Supports financial security and economic opportunity.

Goal #3: Livable

Needham values diversity and a broad spectrum of housing options. The community is supported by well-maintained public infrastructure and desirable amenities that accommodate a variety of community needs. Needham:

- Promotes and sustains a secure, clean, and attractive place to live, work and play;
- Supports an increase of housing, including a variety of types and price points;
- Provides high-performing, reliable, affordable public infrastructure and Town services;
- Encourages and appropriately regulates sustainable development; and
- Supports and enhances neighborhood livability and accessibility for all members of the community.

Goal #4: Accessible and Connected

In Needham, people can easily and affordably travel to their desired destinations without relying solely on cars. Needham:

- Supports a balanced transportation system that reflects effective land use, manages congestion, and facilitates strong regional multimodal connections;
- Offers and encourages a variety of safe, comfortable, affordable, reliable, convenient, and clean mobility options;
- Applies Complete Street principles to evaluate and prioritize bicycle and pedestrian safety;
- Coordinates with state and federal leaders to ensure access to safe, reliable, and efficient public transit;
- Provides effective infrastructure and services that enables people to connect with the natural and built environment; and
- Promotes transportation options to remain an age-friendly community.

Goal #5: Safe

Needham is a welcoming and inclusive community that fosters personal and community safety. Needham:

- Provides public safety in a manner consistent with community values;
- Provides comprehensive advanced life support level care;
- Plans for and provides equitable, timely and effective services and responses to emergencies and natural disasters;
- Fosters a climate of safety in homes, businesses, neighborhoods, streets, sidewalks, bike lanes, schools, and public places; and
- Encourages shared responsibility, provides education on personal and community safety, and fosters an environment that is welcoming and inclusive.

Goal #6: Responsibly Governed

Needham has an open and accessible Town government that fosters community engagement and trust while providing excellent municipal services. Needham:

- Models stewardship and sustainability of the Town's financial, human, information, and physical assets;
- Invests in making Town-owned buildings safe and functional;
- Supports strategic decision-making with opportunities for engagement and timely, reliable, and accurate data and analysis;
- Enhances and facilitates transparency, accuracy, efficiency, effectiveness, and quality service in all municipal business;
- Supports, develops, and enhances relationships between the Town and community and regional partners;
- Proactively reviews and updates Town policies and regulations and ensures compliance;

- Promotes collaboration between boards and committees;
- Values the local government workforce;
- Identifies and implements strategies to hire, support and retain diverse staff at every level of the organization; and
- Prioritizes acquisition of strategic parcels.

Goal #7: Environmentally Sustainable

Needham is a sustainable, thriving, and equitable community that benefits from and supports clean energy; preserves and responsibly uses the earth's resources; and cares for ecosystems. Needham:

- Combats the climate crisis;
- Prioritizes sustainability, including transitioning from fossil fuels to clean, renewable energy;
- Encourages the efficient use of natural resources; and
- Protects and enhances the biodiversity and vitality of ecological systems.

FY2025-2026 Initiatives

Legend:

Top Priority

Select Board Identified Priorities

Currently Operationalized

Initiatives to Begin Now & Currently Operationalized (0-18 months)

- Healthy and Socially Thriving
 - **Develop and plan community celebration to take place on the Town Common.**
 - Outreach to various identity network groups and ask to meet with them and attend events to understand the work they do and the community they serve.
 - Create an action plan for transitioning all Town Buildings to having all-gender bathrooms.
 - Establish clear guidelines for public art proposals for the Town of Needham, including an outline of the existing process for approval from the appropriate committees to develop a consistent public arts program to serve the Needham community.
 - *Make intentional efforts and identify creative ideas for community outreach to diversify the candidate pool for all appointed Boards and Committees, measure progress.*
 - *Complete the Equity Audit, clarify objectives, and determine next steps.*
 - *Conduct Board and Committee member orientation sessions to include the Town's race equity vision statement and NUARI principles.*

- *Conduct Board and Committee member orientation sessions to include the Town's race equity vision statement.*
- *Develop a plan for a community observance of Juneteenth.*
- *Implement Valor Act and consider aligning the administrative process for both the Valor Act and the Senior Corps programs.*
- *Convene NUARI to discuss progress on strategies for ensuring that all members of the community feel welcome as outlined in the NUARI vision statement and guiding principles.*
- Economically Vital
 - *Gather community data from Placer.ai to look at movement and time in location (duration) to target future businesses and amenities (parking lots, parks, etc.).*
- Livable
 - **Work with the Planning Board on next steps related to the MBTA Communities Act.**
 - **Evaluate next steps for use of the Stephen Palmer Building.**
 - **Evaluate the role of the Affordable Housing Trust.**
 - **Evaluate expansion of off-leash dog areas.**
 - **Encourage and participate in the Planning Board's large house review.**
 - *Explore renaming Hemlock Gorge to Nehoiden's Grant.*
 - *Identify funding for School Master Plan projects and participate in the planning process.*
 - *Evaluate RTS Service Delivery Model to guide long-term investment and review operational efficiencies in the short-term.*
 - *Upgrade Town Seal to improve graphic quality and historical accuracy.*
 - *Identify opportunities for expanded active and passive recreation facilities including but not limited to an action sports park and pickleball.*
 - *Improve trailhead access to ensure clear and accessible access.*
- Accessible and Connected
 - **Complete Quiet Zone feasibility and design and seek funding for noise reduction/Quiet Zone construction.**
 - **Evaluate the feasibility of a shared use way between Needham Heights and the City of Newton.**
 - *Evaluate expansion of snow and ice removal efforts, including sidewalk plowing strategies.*
 - *Update parking payment technologies to allow for credit card and/or app-based payments.*
 - *Evaluate and make a final determination of the appropriate plan for Downtown Redesign Phase 2.*

- Responsibly Governed
 - **Collaborate with the Finance Committee about the Town's policies regarding the use of free cash and debt.**
 - Evaluate the possibility of developing a Community Master Plan. Develop an inventory of Town long-range plans and identify overlaps and conflicts, including other Boards of jurisdictions.
 - Capital Facilities: CATH upgrades (including additional parking).
 - Evaluate ways to increase minority and women-owned business participation in construction, building maintenance projects, and other Town programs.
 - Evaluate enhanced benefits to assist in the Town's recruitment and retention efforts.
 - Review and update the Sign Bylaw.
 - Review and update Select Board policies as appropriate.
 - Evaluate options for enhanced data collection by Town Departments to assist the Board in reviewing and evaluating progress toward goals.
 - Explore options for evaluating Town Counsel.
 - *DPW phased renovation/construction.*
 - *Capital Facilities: Library phased renovations.*
 - *Implement successor agreements for expiring contracts.*
- Environmentally Sustainable
 - **Identify and implement strategies to protect the Town's tree canopy.**
 - **Develop Town Zero Emission First policy.**
 - **Explore the option of enabling Commercial Property Assessed Clean Energy (PACE) program through MassDevelopment Program and develop supporting programs to drive participation.**
 - ***Strengthen the Town's Stormwater By-Law and prioritize efforts to improve stormwater quality and capacity***
 - Establish a comprehensive Climate Communications Strategy to engage community members and organizations in the implementation of climate actions and continuous evolution of the Climate Action Roadmap.
 - Establish regulations to prohibit non-electric vehicles parking in EV charging spots.
 - *Recommend community energy aggregation*

Initiatives to Begin: Next (18-36 months)

- Healthy and Socially Thriving
 - Launch a Civics Academy to introduce Needham residents to all facets of local government

- Accessible and Connected
 - Pilot converting some on-street parking spaces for more active curb use (e.g., short customer visits, active loading areas).
 - Update the Town's parking regulations and permit program (including permit rules, time/day regulations, and pricing).
 - Evaluate funding options for the Rail Trail extension from High Rock Street to Needham Junction.
- Environmentally Sustainable
 - Consider further opportunities for reducing plastic use in Needham.

Initiatives to Begin: Near (36+ months)

- Economically Vital
 - Evaluate Chestnut Street redevelopment.



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

MEETING DATE: 8/13/2024

Agenda Item	Town Manager Performance Evaluation
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
In accordance with the Town Manager Evaluation Policy, the Select Board prepares an annual performance evaluation of the Town Manager. Each member of the Board completes an individual evaluation. The individual evaluations are then compiled into a consensus evaluation overview document by the immediate past chair of the Board. Board policy calls for the overview to be released at a meeting of the Select Board.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve the Town Manager Consensus Evaluation Overview Document dated August 6, 2024, and authorize the Chair to approve a merit award of up to \$2,500 to the Town Manager, as provided for in Section 5.5 of the Employment Agreement between the Town and the Town Manager.	
3.	BACK UP INFORMATION ATTACHED
a. Town Manager Consensus Evaluation Overview Document dated August 6, 2024	

TOWN OF NEEDHAM

TOWN MANAGER EVALUATION

NAME:	Kate Fitzpatrick
REVIEWER:	Needham Select Board
REVIEW PERIOD:	FY24
DATE:	August 2, 2024

RATING METHODOLOGY

EXCELLENT/OUTSTANDING (E)	The Town Manager's work performance is consistently excellent when compared to the standards of the job.
MEETS EXPECTATIONS (M)	The Town Manager's work performance consistently meets the standards of the position.
IMPROVEMENT NEEDED (I)	The Town Manager's work performance does not consistently meet the standards of the position.

KEY COMPETENCIES

1. INDIVIDUAL CHARACTERISTICS

E	Is diligent and thorough in the discharge of duties
E	Exercises good judgment
E-	Displays enthusiasm, cooperation, and willingness to adapt
E	Exhibits composure and attitude appropriate for executive position

2. PROFESSIONAL SKILLS AND STATUS

E	Maintains knowledge of current developments affecting the practice of local government management
E-	Demonstrates a capacity for innovation and creativity
E	Anticipates and analyzes problems to develop effective approaches for solving them
M+	Demonstrates a willingness to try new ideas proposed by governing body members and/or staff
E	Sets a professional example by handling affairs of the public office in a fair and impartial manner
E	Identifies professional development opportunities to continue personal development

KEY COMPETENCIES (continued)

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECT BOARD

E-	Carries out directives of the Board as a whole as opposed to those of any one member or minority group
E-	Sets meeting agendas that reflect the guidance of the Board and avoids unnecessary involvement in administrative actions
M+	Disseminates complete and accurate information equally to all members in a timely manner
E	Facilitates decision making without usurping authority
E	Responds well to requests, advice, and constructive criticism

4. POLICY EXECUTION

E	Implements actions in accordance with the intent of the Board
E	Supports the actions of the Board after a decision has been reached, both inside and outside the organization
E	Understands, supports, and enforces the Town's By-Laws, policies, and regulations
M+	Reviews policies and procedures periodically

5. REPORTING

M+	Provides regular information and reports to the Board concerning matters of importance to the Town
E	Responds in a timely manner to requests from the Board for special reports
E	Takes the initiative to provide information, advice, and recommendations to the Board on matters that are non-routine and not administrative in nature
E	Produces reports that are accurate, comprehensive, concise and written to their intended audience
E-	Produces and handles reports in a way to convey the message that affairs of the Town are open to public scrutiny

6. CITIZEN RELATIONS

E-	Is responsive to requests from citizens
E	Demonstrates a dedication to service to the community and its citizens
E	Maintains a non-partisan approach
E	Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

KEY COMPETENCIES (continued)

6. CITIZEN RELATIONS (continued)

E-

Monitors and makes appropriate efforts to maintain citizen satisfaction with Town services

7. STAFFING

E

Recruits and retains competent personnel for staff positions

M+

Applies an appropriate level of supervision to improve any areas of substandard performance

E-

Stays accurately informed and appropriately concerned about employee relations

E-

Ensures professional management of the compensation and benefits plan

E-

Promotes training and development opportunities at all levels of the organization

8. SUPERVISION

E

Encourages department managers to make decisions within their jurisdictions with minimal town manager involvement, yet maintains general control of operations by providing the right amount of communication to staff

E

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

E

Develops and maintains a friendly and informal relationship with staff and work force in general, yet maintains the professional dignity of the Town Manager's office

M+

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

E

Encourages teamwork, innovation, and effective problem-solving among staff members

9. FISCAL MANAGEMENT

E-

Prepares a preliminary balanced budget to provide services at a level deemed appropriate by the Board

E

Makes the best possible use of available funds, conscious of the need to operate the Town efficiently and effectively

E-

Prepares a budget and budgetary recommendations in an intelligent and accessible format

E

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

KEY COMPETENCIES (continued)

9. FISCAL MANAGEMENT (continued)

M+

Appropriately monitors and manages fiscal activities of the organization

10. COMMUNITY

E

Shares responsibility for addressing issues facing the Town

M

Avoids unnecessary controversy

E

Cooperates with neighboring communities and the country

M+

Helps the Board address future needs and develop adequate plans to address long term trends

M=

Cooperates with other regional, state, and federal government agencies

PROGRESS TOWARD PRIOR YEAR GOALS

The board's goals for the past year were ambitious and lengthy. Although there were a few items deferred when the board considered goals, many items stayed on the list. The "big" items included work on HONE and the development of the plan for MBTA communities, the zoning necessary for Linden Chambers, securing the removal of the Fire Department from civil service, ensuring the use of all ARPA dollars available to the Town, facilitating a first Juneteenth celebration, and the groundwork for Municipal Electric Aggregation - all of those remained on track all year long. Items such as the quiet zone and stormwater improvements demanded focus all year long. Foster became the one that got away despite the Town Manager and the board's best efforts. (Although hope springs eternal that something positive will still emerge.) Kate kept her eye on the goals list and marshalled the resources of town government to support their success. Thank you.

UNPLANNED ACTIONS/ACHIEVEMENTS

The August 6 storm was the most unexpected this year. It led to a series of work related to clean up, future actions, and revised stormwater plans. Kate and the DPW staff spent hours and days listening to and working with town residents to understand their situations and considering if there were any suggestions that could create a safer, more resilient situation for them going forward.

In the category of unplanned actions, we note the increasing numbers of FOIA requests and open meeting law complaints to the town, in many case from the same people. These requests take considerable staff time, largely from the Town Manager and Town Counsel, to satisfy their requests. Meanwhile, the Town and Select Board are always willing to answer questions to the degree that they are able to do so.

Turnover on the board over the past several years has necessitated a "re-think" in how to support the onboarding and education of board members. And required the time from Kate and other town staff to provide that ongoing education. The Town's citizens benefit from the care Kate has given to new Select Board members.

Lastly, staff changes in the form of transfers and new hires have strengthened Town departments. There have been some stellar additions to staff over the past year. One of the most significant "unexpected" turnovers was the Town Clerk. We are grateful for our Town Clerk's service and grateful for an excellent new Town Clerk who has stepped into the role to carry it forward.

LEARNING AND DEVELOPMENT PLANS

Kate focuses on learning for everyone, including herself. She completed her personal finance certification this year, and she continues to publish her Very Kate blog with reflections on municipal government that we can all learn from. She continued her engagement with MMA and ICMA to remain current in skills, knowledge, and contacts across the state and the country.

OVERALL EVALUATION NARRATIVE

Needham is fortunate that Kate has dedicated her life's work to our town. She brings her kindness, compassion, intellect, sense of fairness and equity, and - importantly - her sense of humor to work every day. She has recruited and cultivated a team with the same dedication to serving citizens day in and day out. The board and the town often take for granted the many pieces required to make the Town run day in and day out. Once again, a balance budget responsive to Town priorities was developed. And it was largely adopted in tact by the Finance Committee in its recommendation to Town Meeting. Kate and the Superintendent have an excellent and close working relationship that supports the Town through challenging times. This year, they focused their efforts on the consolidation for the Town and School IT functions. This will strengthen the Town's IT work going forward. She has continued to be thoughtful about the Town's governing structure shepherding the removal of the Personnel Board from the daily operations of the Town's Human Resources function and re-defining their mission so that they are additive to the work to be accomplished. An amendment was brought to Town Meeting and approved to review the Town's bylaws every ten years. This is another good governance practice. And, the collective bargaining agreements with ITWA and NIPEA were settled this year.

Both citizen and employee satisfaction with the Town are high, and Kate sets the standard for those results. Her foresight keeps the Town strategically ahead of our challenges. She urges caution when there are lessons to be learned and is willing to push ahead when circumstances call for action. Kate and her staff listen to citizens every day, and they take that feedback to heart. Does that mean everyone gets what they want? No But people are heard, and the feedback guides actions.

Kate is the model for an excellent town manager.

TOWN MANAGER PERFORMANCE EVALUATION FORM
ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge the fact that the performance review was conducted by the Board of Selectmen in accordance with the procedures and that the Town Manager has received the overview document.

SELECT BOARD

Date:_____

TOWN MANAGER

Date:_____



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

MEETING DATE: 8/13/2024

Agenda Item	Open Meeting Law Complaint
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	On October 11, 2023, Gregg Darish filed Open Meeting Law complaints with the Select Board and the Planning Board. These complaints asserted that the September 11, 2023 joint executive session of the two boards was improperly held. The Planning Board discussed the complaint in open session at its October 17, 2023 meeting, and authorized Town Counsel to provide a written response. The Select Board discussed the complaint in open session at its October 24, 2023 meeting, and authorized Town Counsel to provide a written response. Town Counsel then delivered written responses to the complaints on behalf of both boards on October 31, 2023. On December 9, 2023, Mr. Darish filed copies of the Open Meeting Law complaints, the Select Board's response and the Planning Board's response with the Office of the Attorney General's Division of Open Government, and asked that the Attorney General's Office review the matters further. On August 2, 2024, the Office of the Attorney General issued a determination letter concluding that the Select Board and the Planning Board did not violate the Open Meeting Law, and that it now considers both complaints to be resolved.
2.	VOTE REQUIRED BY SELECT BOARD
	N/A – Discussion Only
3.	BACK UP INFORMATION ATTACHED
	a. Letter to Christopher Heep, Town Counsel from KerryAnne Kilcoyne, Assistant Attorney General dated August 2, 2024



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

August 2, 2024

OML 2024 – 144

Christopher H. Heep, Esq.
Miyares Harrington
40 Grove Street
Wellesley, MA 02482

By email only: cheep@miyares-harrington.com

RE: Open Meeting Law Complaints

Dear Attorney Heep:

This office received two complaints from Gregg Darish on December 9, 2023, alleging that the Needham Select Board (the “Select Board”) and Needham Planning Board (the “Planning Board”) violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaints were originally filed with the Select Board and Planning Board on October 11, 2023, and you responded to the complaints, on behalf of the Select Board and Planning Board, by separate letters dated October 31, 2023. The complaints allege that the notice of the joint meeting held on September 11, 2023, was insufficient, and that the Select Board met in executive session for an improper purpose on September 11, 2023.

We appreciate the patience of the parties while we reviewed these matters. Following our review, we find that neither the Select Board nor Planning Board violated the Open Meeting Law in the ways alleged. In reaching this determination, we reviewed the original complaints, the Select Board’s and Planning Board’s responses to the complaints, and the complaint filed with our office requesting further review. We also reviewed the notice and open and executive session minutes of the Select Board and Planning Board joint meeting held on September 11, 2023, as well as a video recording of the open session portion of that meeting.¹

¹ A video recording of the joint meeting held on September 11, 2023, is available at <https://www.youtube.com/watch?v=iDWOmD-n1aI>.

FACTS

We find the facts as follows. On March 1, 2022, after nine months of hearings and deliberations, the Planning Board issued a decision approving a site plan, submitted by Needham Enterprises, for construction of a 10,034 square foot day care center at 1688 Central Avenue in Needham. The decision included numerous conditions and modifications intended to protect neighborhood and municipal interests, including front set-back requirements, the demolition of a barn, traffic mitigation measures, and soil testing. Needham Enterprises thereafter appealed to Land Court arguing that the Planning Board had required a special permit for the construction of the proposed day care center, in violation of G.L. c. 40A, § 3, often referred to as the “Dover Amendment.”² In August 2023, the Land Court issued a decision finding that the Planning Board exceeded its authority and entered a judgment annulling in whole the Planning Board’s March 1, 2022, decision.

The Select Board duly posted notice of a joint meeting to be held with the Planning Board on September 11, 2023, at 5:00 P.M. The title of the notice stated “Select Board Agenda Special Joint Meeting With Planning Board.” The notice listed two topics: “Discuss Special Town Meeting Draft Warrant Article: “Foster Property Open Space Zoning Non-Binding Resolution” and an Executive Session pursuant to Purpose 3 “To Discuss Potential Litigation Relative to 1688 Central Avenue.”

The September 11, 2023, joint meeting was held as planned. After discussing the open session topic, the Chair of the Planning Board and the Chair of the Select Board separately made motions to convene in executive session “for the purpose of discussing strategy with respect to litigation, namely Needham Enterprises Inc. vs. Needham Planning Board, Land Court Miscellaneous Case #22 MISC 000158.” Both Chairs announced that having such discussions would have a detrimental impact on the Board’s litigating position and stated that each Board would adjourn at the conclusion of the executive session without returning to open session. The Select Board and the Planning Board each voted by roll call to enter executive session.³

Because the Select Board and Planning Board have not publicly released the minutes of the executive session, we do not recount their content in detail here. However, we note that the Select Board and Planning Board discussed whether to appeal the decision of the Land Court.

DISCUSSION

The Open Meeting Law requires that, except in an emergency, “a public body shall post notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays.” G.L. c. 30A, § 20(b). The notice must be printed in a legible, easily

² G.L. c. 40A, § 3 states that “no zoning ordinance or bylaw in any city or town shall prohibit, or require a special permit for, the use of land or structures, or the expansion of existing structures, for the primary, accessory or incidental purpose of operating a child care facility; provided, however, that such land or structures may be subject to reasonable regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space, parking and building coverage requirements.”

³ We remind the Select Board and Planning Board that meeting minutes should record a roll call vote by documenting the vote of each public body member by name, and that even unanimous votes need to be recorded by roll call in the minutes. See OML 2021-196; OML 2015-131; OML 2013-195.

understandable format and must contain the date, time and place of the meeting, as well as a listing of topics that the chair reasonably anticipates will be discussed. Id. The list of topics shall have “sufficient specificity to reasonably advise the public of the issues to be discussed at the meeting.” 940 CMR 29.03(1)(b). We generally consider a topic to be sufficiently specific when a reasonable member of the public could read the topic and understand the anticipated nature of the public body’s discussion. See OML 2015-35; OML 2012-71.⁴

We find that the joint notice of the September 11, 2023, meeting met the requirements of the Open Meeting Law. Two or more public bodies may hold a joint meeting; however, each public body participating in the meeting must provide notice pursuant to G.L. c. 30A, § 20. The public bodies must provide independent notice of their meetings, or if posting a single notice, must clearly state that each public body will be meeting. See OML 2021-153; OML 2019-163. Any notice of a joint meeting must meet all the requirements of the Open Meeting Law and include the public bodies’ names, the date, time, and location of the meeting, and all the topics that the public bodies anticipate discussing. See OML 2023-128; OML 2013-36. Here, the joint notice included the names of both the Select Board and Planning Board, the date, time, and location of the meeting, and included all of the topics that the two Boards anticipated discussing. As such, we find that the single notice of the September 11, 2023, joint meeting was sufficient notice for both public bodies.

The complaint further alleges that the notice did not include sufficient specificity with respect to the executive session topic. Executive session topics must be described, both in the meeting notice and in an announcement during open session, in as much detail as possible without compromising the purpose for which the executive session was called. See G.L. c. 30A, § 21(b)(3); see also District Attorney for the N. Dist. v. Sch. Comm. of Wayland, 455 Mass. 561, 567 (2009) (“[a] precise statement of the reason for convening in executive session is necessary ... because that is the only notification given the public that a [public body] would conduct business in private, and the only way the public would know if the reason for doing so was proper or improper”).

Here, the notice of the September 11, 2023, meeting listed an executive session “To Discuss Potential Litigation Relative to 1688 Central Avenue.” The verbal statement made prior to entering executive session added the additional detail of the case name, the court in which the litigation was pending, as well as the docket number of the case. We find that the notice was sufficiently specific where the Board identified the specific litigation matter it planned to discuss during the executive session. See OML 2020-28. A public body need not list each and every detail about a topic in order to comply with the law’s requirements. See OML 2018-7; OML 2014-122.

Next, we determine whether the Select Board properly convened in executive session on September 11, 2023, to discuss whether the Planning Board should appeal the Land Court decision involving 1688 Central Avenue. A public body may enter an executive, or closed, session for any of the ten purposes enumerated in the Open Meeting Law provided that it has first convened in an open session, that a majority of members of the body have voted to go into

⁴ Open Meeting Law determinations may be found at the Attorney General’s website; <https://www.mass.gov/the-open-meeting-law>.

executive session, that the vote of each member is recorded by roll call and entered into the minutes, and the chair has publicly announced whether the open session will reconvene at the conclusion of the executive session. G.L. c. 30A, §§ 21(a), (b); see also OML 2014-94.

One permissible reason to convene in executive session is “to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.” G.L. c. 30A, § 21(a)(3) (“Purpose 3”). This purpose offers the narrow opportunity to discuss strategy with respect to litigation that is pending or clearly and imminently threatened or otherwise demonstrably likely; the mere possibility of litigation is not sufficient to invoke Purpose 3. See Doherty v. School Committee of Boston, 386 Mass. 643, 648 (1982); Perryman v. School Committee of Boston, 17 Mass. App. Ct. 346, 352 (1983); OML 2012-05. Generally, to convene an executive session under Purpose 3, a public body must have a bargaining or litigating position to protect. See OML 2012-116.

The complaints allege that the Select Board convened in executive session for an improper purpose because the litigation matter discussed was against the Planning Board not the Select Board, and therefore the Select Board did not have a litigating position to protect. The Select Board maintains that the Planning Board did not possess independent authority to engage in an appeal; rather, that authority is vested with the Select Board and therefore the Select Board’s participation in the executive session discussion was both appropriate and necessary.

In previous determinations, we have found that a public body properly met in executive session under Purposes 2 or 3 even though that public body was not a named party in a litigation matter or was not directly involved in a bargaining matter but had a role to play in the litigation or contract negotiation matter. See OML 2011-47 (finding that finance committee could utilize Purpose 3 to enter executive session to discuss litigation strategy even though not a named party in litigation because it undertook “certain legal, financial and real estate appraisal analyses of the proposed settlement agreement” and was “an active participant in litigation strategy”); OML 2014-141 (finding that finance committee properly convened in executive session under Purposes 2 and 3 as committee was active in municipal contract negotiations and therefore possessed a bargaining position); OML 2023-233 (finding that advisory committee properly met in executive session under Purpose 3, even though committee was not a named party to the litigation matters, because advisory committee had to approve transfer of funds for the purpose of settling the litigation matters). We find that the Select Board similarly had a role to play here with respect to the Land Court litigation matter that was discussed during the September 11, 2023, joint meeting. Therefore, we find that it was permissible for the Select Board to meet in executive session to discuss whether to appeal the decision of the Land Court.

Although not specifically raised in the complaints, we further find that the Planning Board had a litigating position to protect where it was a party to the litigation matter that was discussed during the September 11, 2023, executive session. Because the Planning Board had a litigating position to protect and discussed a pending litigation matter, whether to appeal the Land Court decision, which was an appropriate discussion for executive session under Purpose 3, the Planning Board could have invited the Select Board to participate in the executive session discussions. See OML 2021-99 (“public body may invite an individual or other public body to

attend or participate in an executive session if the public body believes that doing so would assist the public body in its work and would not undermine the stated purpose for the meeting in executive session.”).

Finally, with respect to the concerns raised in the complaints that each Board deliberated outside of a meeting to discuss whether to schedule an executive session meeting for purposes of discussing the pending Land Court matter, the Open Meeting Law defines “deliberation” as “an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction.” See G.L. c. 30A, § 18. However, deliberation does not include the distribution of a meeting agenda or scheduling information. See OML 2015-69. Moreover, the Boards explain that executive sessions are scheduled by the respective Chair of each Board, and we have not been presented with any evidence that a quorum of members of the Select Board or Planning Board discussed this matter outside of a properly posted meeting. Our office will not conduct broad audits of public bodies based on generalized allegations. See OML 2013-180; OML 2012-106.

In his request for further review, the complainant alleges that the Planning Board did not create or timely approve minutes of the September 11, 2023, joint meeting. We generally decline to review an allegation that was not included within the original complaint to the Planning Board because the Board has not had an opportunity to respond to it. See G.L. c. 30A, § 23(b); 940 CMR 29.05(3). We find that this allegation was not clearly raised in the original complaint and thus we do not review its merits. We remind the Planning Board that the Open Meeting Law requires that a public body “create and maintain accurate minutes of all meetings, including executive sessions, setting forth the date, time and place, the members present or absent, a summary of the discussions on each subject, a list of documents and other exhibits used at the meeting, the decisions made and the actions taken at each meeting, including the record of all votes.” G.L. c. 30A, § 22(a). We note that the Select Board has created and approved minutes of the open session portion of the September 11, 2023, meeting. Thus, the Planning Board may review and adopt a copy of those minutes, as it was functionally a joint meeting of the two bodies. See OML 2013-38; OML 2011-16. In addition, we note that both the Select Board and Planning Board have each created executive session minutes of the meeting.⁵

⁵ Executive session minutes may be withheld from disclosure to the public “as long as publication may defeat the lawful purposes of the executive session, but no longer.” G.L. c. 30A, § 22(f). When the purpose for a valid executive session has been served, the minutes and any documents or exhibits used at the session must be disclosed unless the attorney-client privilege or an exemption to the public records law applies to withhold them, in whole or in part, from disclosure. See id. Public bodies have an obligation to review the minutes of executive sessions at reasonable intervals to determine if continued non-disclosure of minutes is warranted, and to announce that determination at the next meeting following its review. See G.L. c. 30A, § 22(g)(1); OML 2015-94; OML 2013-56.

CONCLUSION

For the reasons stated above, we find that neither the Select Board nor Planning Board violated the Open Meeting. We now consider the complaints addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Select Board or Planning Board. Please feel free to contact our office at (617) 963-2540 if you have any questions regarding this letter.

Sincerely,



KerryAnne Kilcoyne
Assistant Attorney General
Division of Open Government

cc: Gregg Darish – By email only: gjdarish@gmail.com
Needham Select Board – By email only: selectboard@needhamma.gov
Needham Planning Board – By email only: Planning@needhamma.gov
Needham Town Clerk Louise L. Miller – By email only: lmiller@needhamma.gov

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.



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

MEETING DATE: 8/13/2024

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Board members may report on the progress and/or activities of their Committee assignments.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
None	

**Town of Needham
Select Board
Minutes for Tuesday, July 30, 2024
Select Board's Chamber and
Via ZOOM
<https://us02web.zoom.us/j/89068374046>**

5:03 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Kevin Keane. Those present were Vice Chair Heidi Frail, Marianne Cooley, Cathy Dowd, Joshua Levy, and Town Manager Kate Fitzpatrick. David Davison, Deputy Town Manager/Director of Finance and Katie King, Deputy Town Manager were also in attendance. Susan Metropol, Recording Secretary, attended via Zoom.

5:04 p.m. Public Comment Period:

No public comments were heard.

5:05 p.m. Proclamation: Purple Heart Day:

Heidi Frail read the proclamation for Purple Heart Day.

**Motion by Ms. Frail that the vote Board vote to approve and sign the 2024 Purple Heart Day Proclamation.
Second: Ms. Dowd. Unanimously approved 5-0.**

5:05 p.m. Public Hearing: Eversource Grant of Location – 91 Winding River Road:
Presenter: Joanne Callender, Eversource Representative

Eversource Energy requested permission to install approximately 6 feet of conduit in Winding River Road. The reason for this work is to provide service to 91 Winding River 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.

John Krikorian, 100 Winding River Road, commented that the parcel next to the dig area is mislabeled on the map provided.

**Motion by Ms. Dowd that the Board vote to approve and sign a petition from Eversource Energy to install approximately 6 feet of conduit in Winding River Road.
Second: Ms. Frail. Unanimously approved 5-0.**

5:12 p.m. Appointment Calendar and Consent Agenda:
Motion by Ms. Frail that the Board vote to approve the Appointment Calendar and Consent Agenda.
Second: Ms. Dowd. Unanimously approved 5-0.

APPOINTMENT CALENDAR

1.	Milee Pradham	Design Review Board Term Exp: 6/30/2025
2.	Clary Coutu	Conservation Commission Term Exp: 6/30/2027
3.	Attached List in Select Board Packet	Election Workers (Wardens, Clerks, Inspectors, and Tellers) Term Exp: 8/15/2025

CONSENT AGENDA *Supporting Documents in Agenda Packet

1.*	Approve Open Session Minutes of June 25, 2024 and July 9, 2024.
2.	Accept the following donations made to the Needham Community Revitalization Trust Fund: • \$1,300 from The Potters School Inc for the From Needham to the World – NC Wyeth profile sponsorship • \$500 from Mr. and Mrs. Ryan McKee for the Caley Bench • \$200 from Jonathan and Sarah Gibbons for the Caley Bench Addition
3.	Accept the following donations to the Needham Free Public Library: • From Ann MacFate, \$350 in honor of Irene MacFate; • From the Needham Garden Club, <i>The Story of Flowers: And How They Changed the Way We Live</i>, by Noel Kingsbury, in memory of Nina Saltus (estimated value \$30); • From the Needham Exchange Club, \$1,200 for books to prevent childhood bullying; and • From Goodarz Danaei, assorted children's books in Persian (estimated value \$100).
4.	Accept the following donation to the Needham Health Division: • \$500 from the Carter Memorial United Methodist Church for the Needham Gift of Warmth Addition
5.	Accept the following donations to the Needham Aging Services Division: • \$50 from Lori Barnet and Jeffrey Savit Addition • \$20 from Marcia Fonseca Addition
6.	Accept a donation of a 6x10 nylon flag to fly at Avery Square from Ted Shaughnessy, a Needham resident.
7.	Request the assignment of Police Officers to State Primary Elections polling places and to Town Hall at the close of polls, and to delegate selection of Police Officers to the Chief of Police.
8.	Designate the Needham Town Hall as the Early Voting location for the State Primary Elections and approve the Early Voting Hours as listed: • Saturday, August 24, 9am-5pm

	- Monday, August 26, 8am-5pm - Tuesday, August 27, 8am-6pm - Wednesday, August 28, 8am-5pm - Thursday August 29, 8am-5pm - Friday, August 30, 8am-12:30pm
9.	Sign the Warrant for the 2024 State Primary Elections to be held on Tuesday, September 3, 2024.

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Evan Olesh	23 Bonwood Road	Bonwood Road	9/1/24	1pm-10pm	N/A
Jen Bannon	61 Jarvis Circle	Jarvis Circle	9/7/24	3pm-9pm	9/8/24
Lisa Cherbuliez	17 Lindbergh Avenue	Lindbergh Avenue at top of hill, between Paul Revere Road and Tower Avenue	9/7/24	4:30pm-8:30pm	9/8/24
Tami Lightfoote	48 Elmwood Road	Elmwood Road between Fuller Rd and Lancaster Rd	9/14/24	4pm-9pm	N/A
Paul Kaboub	57 Parkinson Street	Parkinson Street between Manning St and Webster St	9/21/24	4pm-8pm	9/22/24

NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES

Hosting Organization	Event Title	Location	Event Date
Needham Pool & Racquet Club	BBQ & Bags Event	Needham Pool & Racquet Club 1545 Central Avenue	7/13/24
Trip Advisor	Needham Chamber Night – Outside BBQ	Trip Advisor Amphitheatre 400 First Avenue	7/23/24

5:12 p.m. Marianne Cooley exited the Select Board Chambers.

5:13 p.m. Public Hearing: Application for a Class II Motor Vehicle Dealer License:

Mr. Keane opened this public hearing and noted its continuation until the Select Board meeting on Tuesday, September 24, 2024.

Motion by Mr. Levy that the Board vote to continue this public hearing until Tuesday, September 24 at 6:00 p.m.
Second: Ms. Frail. Unanimously approved 4-0.

5:15 p.m. Public Hearing: Application for a Fuel Storage License at 58 Woodbine Circle:
Presenters: Ronald Gavel, Fire Inspector, Jay Steeves, Fire Inspector, Alefe Oliveira, Applicant Representative

JP Development Properties has made an application in accordance with the provisions of Chapter 148 of the Massachusetts General Laws and Select Board Policy SB-LIC-008 for a license to install a 1,000-gallon underground propane storage tank at 58 Woodbine Circle. The Fire Chief has endorsed this application and issued a requisite permit. Select Board members asked questions regarding the details and safety of the storage tank.

Motion by Ms. Frail that the Board vote to approve and authorize the Chair to sign a license for JP Development Properties to install a 1,000-gallon underground propane storage tank at 58 Woodbine Circle.
Second: Ms. Dowd. Unanimously approved 4-0.

5:20 p.m. Marianne Cooley reentered the Select Board Chambers.

5:22 p.m. Non-Occupational Sick Leave Policy:
Presenters: Kate Fitzpatrick, Town Manager, Tatiana Swanson, Director of Human Resources

Tatiana Swanson presented to the Board that the primary objective the proposed revision to the Non-Occupational Sick Leave Policy is to provide a clearer and more equitable mechanism for employees to access paid time off for personal or family illness. The Town strives to be an employer of choices, and access to paid family leave is a critical component of that effort. This change would also help the Town compete with other employers, especially those who have access to the State's PFML in the private sector and in State government, and to support employee physical and mental well-being. Discussion ensued regarding the logistics of how this policy would be executed.

Motion by Ms. Dowd that the Board vote to approve the revised Non-Occupational Sick Leave Policy.
Second: Ms. Cooley. Unanimously approved 5-0.

5:36 p.m. Public Hearing: Outdoor Dining License – Yeat Inc., d/b/a Sweet Basil
Presenter: David Becker, Owner

Yeat Inc., d/b/a Sweet Basil, located at 942 Great Plain Avenue, requested to establish an outdoor dining space on the public sidewalk and two parking spaces adjacent to the business address. The applicant used the requested area from 2020

through 2023 in accordance with state emergency orders and local rules in the context of the COVID-19 pandemic. The requested arrangement of seating is similar. The applicant requested seasonal use of the space, in line with the Zoning By-Law and their Special Permit. Of note, the applicant has the Town's sole remaining carry-in alcohol license, which is not issued by the ABCC and therefore does not require any alcohol license amendment. Discussion ensued regarding the continuation of this plan from year to year.

Motion by Ms. Frail that the Board vote to approve an Outdoor Dining License for Yeat Inc., d/b/a Sweet Basil.

Second: Ms. Cooley. Unanimously approved 5-0.

5:41 p.m. Needham Center Project Working Group:
Presenters: Kate Fitzpatrick, Town Manager

Ms. Fitzpatrick recommended that the Board establish the Needham Center Working Group to provide input and feedback to the DPW, its consultants, and the Board on the Needham Center Project along Great Plain Avenue. The proposed timeline is a three-year term of appointment.

5:45 p.m. Goal Setting:

The Board continued its discussion of the following initiatives related to Goal 6 (Responsibly Governed) and 7 (Environmentally Sustainable).

Goal 6: Responsibly Governed

- Collaborate with the Finance Committee about the Town's policies regarding the use of free cash and debt
 - o Policy priority
 - o 0-18 months
 - o Upcoming projects
- Recruitment Initiatives
 - o Examining policies and ensuring that they are the best they can be to continue recruiting
 - o Potential proposal for RTS stickers and/or pool access for Town employees, hours shift year-round, other
- Sign By-Law Review
 - o 0-18 months
 - o Questions about how to appropriately implement and enforce the Sign By-Law
- Code of Conduct Review
 - o Discussion about potentially broadening this to other committees
- Policy Updates
 - o Continue to work on updates
- Metrics and Targets

- Tracking progress towards goals and being able to use data to determine if we have achieved what we want to achieve
 - Publish by timeline
- Standardization of Responses to Public Inquiries/Concerns
 - Currently in development by the Town's Leadership Team
- Data Collection
 - Exploring a way to enable data collection towards Town goals, such as climate goals, using current Town systems
 - Potentially form a sub-group to evaluate data collection; determine what are the most critical pieces and what the limitations may be
- Implement Successor Agreement for Expiring Contracts
 - Personnel
 - Utilities
- Annual Evaluation of Town Counsel
 - Potential for annual evaluation
- Review Voting Locations
 - Previous efforts to move out of the schools and trial and error

Goal 7: Environmentally Sustainable

- Strengthen the Town's Stormwater Bylaw
 - Existing stormwater goal
- Identify and implement strategies to protect the Town's tree canopy
 - Existing goal
- Create and adopt an EV-first policy that requires Town-owned and leased vehicles to adopt readily available EV technology at the time of replacement, where feasible.
 - 0-18 months
 - Draft complete
- Develop and enact a Tree Preservation Bylaw covering the removal and restoration of trees on private land
 - Part of the tree goal
- Enable Commercial Property Assessed Clean Energy (PACE by opting into MassDevelopment Program and develop supporting programs to drive participation)
 - Explore
 - Boards impacted would be Select Board and Board of Assessors
- Establish a comprehensive Climate Communications Strategy to engage community members and organizations in the implementation of climate actions and continuous evolution of the Climate Action Roadmap
 - 0-18 months
- Consider further plastics reduction
 - 18-36 months
- Consider by-law regulating non-electric vehicles parking in EV charging spots
 - Challenge at the pool where there is a shortage of parking spaces

6:30 p.m.

Adjourn:

Motion by Ms. Frail that the Board adjourn the Select Board meeting of Tuesday, July 30, 2024.

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, August 13, 2024, at 6:00 p.m.

**Town of Needham
Select Board
Minutes for Tuesday, June 25, 2024
Select Board's Chamber and
Via ZOOM**

<https://us02web.zoom.us/j/89068374046>

Adopted 7/30/2024

Amended 8/13/2024

- 6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Kevin Keane. Those present were Vice Chair Heidi Frail, Marianne Cooley, Cathy Dowd, Joshua Levy, and Town Manager Kate Fitzpatrick. David Davison, Deputy Town Manager/Director of Finance and Katie King, Deputy Town Manager were also in attendance.
- 6:00 p.m. Public Comment Period:

No public comments were heard.
- 6:01 p.m. Public Hearing: Eversource Grant of Location – 19 Barrett Street:
Presenter: Joanne Callender, Eversource Representative

Eversource Energy requested permission to install approximately 9 feet of conduit in Brookside Road. The reason for this work is to provide service to 19 Barrett Street. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.
- Motion by Ms. Dowd that the Board vote to approve and sign a petition from Eversource Energy to install approximately 9 feet of conduit in Barrett Street. Second: Ms. Cooley. Unanimously approved 5-0.**
- 6:03 p.m. Public Hearing: Eversource Grant of Location – 90 Wyoming Avenue:
Presenter: Joanne Callender, Eversource Representative

Eversource Energy requested permission to install approximately 10 feet of conduit in Wyoming Avenue. The reason for this work is to provide service to 90 Wyoming Avenue. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.
- Motion by Ms. Cooley that the Board vote to approve and sign a petition from Eversource Energy to install approximately 10 feet of conduit in Wyoming Avenue.**

Second: Ms. Dowd. Unanimously approved 5-0.

6:05 p.m. Public Hearing: Application for a New All-Alcohol License – Needbobcon Inc., d/b/a Conrad's
Presenter: Robert Conrad, Owner/Proposed Manager of Record – Needbobcon Inc., d/b/a Conrad's

Robert Conrad presented his application for a new Section 12 Restaurant All-Alcoholic Beverages License at 1257 Highland Avenue. Mr. Conrad noted that he has been in business since 1993. His restaurant will cater to families with a wide-ranging menu. There will be a smaller bar area with most of the restaurant being dining seating, some of which will be in a private function room. Mr. Conrad noted that there is always either a General Manager or Assistant General Manager on the premises. Select Board members emphasized the strictness of Needham's alcohol regulations and the associated penalties, as well as the requirement for carding individuals who appear to be under 40 years old.

Motion by Ms. Frail that the Board vote to approve the Section 12 Restaurant All-Alcohol License application submitted by Needbobcon Inc., d/b/a Conrad's include the appointment of Robert Conrad as Manager of Record, and if so approved, forward the application to the ABCC for review and final approval.

Second: Ms. Dowd. Unanimously approved 5-0.

6:19 p.m. Public Hearing: Application for Change of Hours Amendment to an All-Alcohol License – Metrowest Dining LLC, d/b/a The Common Room
Presenters: Scott McCourt, LLC Manager – Metrowest Dining LLC, d/b/a The Common Room, Thomas Griffin, LLC Manager/Manager of Record – Metrowest Dining LLC, d/b/a The Common Room

Scott McCourt presented his application for a Change of Hours Amendment to the Section 12 Restaurant All-Alcoholic Beverages License for Metrowest Dining LLC, d/b/a The Common Room at 30 Dedham Avenue. Mr. McCourt requested an extension of service hours from 11 p.m. to midnight daily. Mr. McCourt explained that this would not necessarily be a regular occurrence, but for special events. A late night menu of appetizers will be served during this additional time.

Motion by Ms. Frail to approve the Change of Hours Amendment to the Section 12 Restaurant All-Alcohol License applications submitted by Metrowest Dining LLC, d/b/a The Common Room, and to provide an exception to Section 3.1.2.1 of the Town of Needham Regulations for the Sale of Alcoholic Beverages to permit sale of alcohol for on-premises consumption after 11 p.m.

Second: Mr. Levy. Unanimously approved 5-0.

6:24 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. Frail. Unanimously approved 5-0.

APPOINTMENT CALENDAR

June 25, 2024 Appointments		
Committee	Full Name	Term Expire
Board Of Appeals	Jonathan D. Tamkin	6/30/27
Commission on Disabilities	Maureen Callahan	6/30/27
Commission on Disabilities	Masoomeh Rezaei	6/30/27
Commission on Disabilities	Carol E. Thomas	6/30/27
Commission on Disabilities	Karen Morales	6/30/27
Conservation Commission	Fred Moder	6/30/27
Council On Aging	Kathy Whitney	6/30/27
Council On Aging	Carol de Lemos	6/30/27
Council On Aging	Daniel Goldberg	6/30/27
Council On Aging	Lianne Relich	6/30/27
Design Review Board	Felix Zemel	6/30/27
Golf Course Advisory Committee	Victor Seidel	6/30/27
Golf Course Advisory Committee	Daniel Dain	6/30/27
Historical Commission	Gloria Greis	6/30/27
Historical Commission	Jeffrey Heller	6/30/27
Human Rights Committee	Maya Dabby	6/30/27
Human Rights Committee	Amelia Klein	6/30/27
Human Rights Committee	Gregory Dunn	6/30/27
Metropolitan Area Planning Council	Maurice P. Handel	6/30/27
Minuteman District School Committee	Jeffrey Stulin	6/30/27
MWRA Advisory Board	Michael Retzky	6/30/27
Needham Branding & Town Seal Committee	Theodora Eaton	6/30/25
Needham Branding & Town Seal Committee	Kevin Keane	6/30/25
Needham Branding & Town Seal Committee	Marshall Davis	6/30/25
Needham Branding & Town Seal Committee	Gloria Greis	6/30/25
Needham Branding & Town Seal Committee	Topher Cox	6/30/25
Needham Branding & Town Seal Committee	Cynthia Ganung	6/30/25
Needham Branding & Town Seal Committee	Amber Autumn Sun Orlando	6/30/25
Needham Branding & Town Seal Committee	Louise Miller	6/30/25
Needham Branding & Town Seal Committee	Kate Fitzpatrick	6/30/25

Needham Cmt. Revitalization Trust Fund	Jessica Batsevitsky	6/30/27
Needham Cmt. Revitalization Trust Fund	Carol de Lemos	6/30/27
Needham Cmt. Revitalization Trust Fund	Paul Good	6/30/27
Needham Community Television Dev Corp	Arnold Goldstein	6/30/27
Needham Community Television Dev Corp	Michael J. Greis	6/30/27
Needham Community Television Dev Corp	Jonathan D. Tamkin	6/30/27
Needham Council for Arts and Culture	Stephen Dornbusch	6/30/27
Solid Waste Disposal/Recycling Advisory	Jeffrey D. Heller	6/30/27
Solid Waste Disposal/Recycling Advisory	Wells Blanchard	6/30/27
Solid Waste Disposal/Recycling Advisory	Jeffrey P. Heller	6/30/27
Traffic Safety Committee	Barry McNeilly	6/30/27
Traffic Safety Committee	Tom Ryder	6/30/27
Traffic Safety Committee	Tyler Gabrielski	6/30/27
Youth Commission	Massiel Gallardo	6/30/27

CONSENT AGENDA

1.	Approve changes to vehicle expense reimbursement rates.
2.	Accept the following donations made to the Needham Community Revitalization Trust Fund: • \$18 from Sarah Fuhro • \$1 from The Potters School • \$100 from Amy Wyeth • \$1500 from The Exchange Club of Needham
3.	Approve and sign integrated collective bargaining agreement between the Town and the Needham Independent Town Workers Association.
4.	Approve a change of date request from Jessica Rice, Jog Your Memory 5K, Inc., to hold the road event “Jog Your Memory 5K.” on October 6, 2024 at 9:00 am – 11:00 am instead of September 15. The event and route have been approved by the following departments: Fire, Police, and Public Works.
5.	Approve 20B Exemption for the following individuals to engage in work with the Needham Park and Recreation Department: Charles Dowe, Elizabeth Vallatini, Natalie Rezende, and Tyrone Holley.
6.	Approve Open Session Minutes of June 11, 2024

NOTICE OF APPROVED BLOCK PARTIES

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

NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES

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

6:25 p.m. Public Hearing: Application for Multiple Amendments to an All-Alcohol License – Spiga LLC, d/b/a Spiga
Presenters: Francesco Iacovitti, Owner and Proposed Manager of Record – Spiga LLC, d/b/a Spiga, Thomas Miller, Applicant Counsel

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

Mr. Miller noted that Mr. Iacovitti has been in the industry for more than ten years, in various roles, including supervising the sale and service of alcohol in various Section 12 establishments in Boston and surrounding suburbs. Mr. Iacovitti has been with the licensee since 2020 when he bought of a previous member of the corporation. Mr. Iacovitti is also TIPS certified.

Motion by Ms. Frail that the Board vote to approve the application for multiple amendments to a Section 12 Restaurant All-Alcohol License submitted by Spiga LLC, d/b/a Spiga including the appointment of Francesco Iacovitti as Manager of Record, and if so approved, forward the application to the ABCC for review and final approval.
Second: Ms. Dowd. Unanimously approved 5-0.

6:32 p.m. Needham Council for Arts and Culture – 91 Chapel Mural:
Presenters: Joni Schockett, Needham Council for Arts and Culture Co-Chair, Heather Simmons, Needham Council for Arts and Culture Co-Chair, J.P. Cacciaglia, Economic Development Manager

Joni Schockett presented a request on behalf of the Needham Council for Arts and Culture to hire an artist to create a mural at 91 Chapel Street on the south side of the pedestrian walkthrough. Ms. Schockett reported that they have received permission from the owners of the building to paint a mural in that location and have followed the process for procuring an artist according to the guidance of the Mass Cultural Council. The NCAC will use the remaining ARPA funds totaling \$5,000 for this project and have the mural completed by the end of November.

Discussion ensued regarding guidelines provided to the artist, what kind of message the mural will convey, and the process for selecting the artist.

Motion by Ms. Dowd that the Board vote to permit the NCAC to proceed with procurement of a mural for the side of 91 Chapel Street and utilize Massachusetts Cultural Council art procurement procedures alongside previous Town of Needham/Needham Council for Arts and Culture process to decide artist curation.

Second: Ms. Cooley. Unanimously approved 5-0.

6:41 p.m.

CBD and Synthetic THC in Food and Other Products:

Presenter: Timothy McDonald, Director of Health and Human Services

Timothy McDonald presented to the Board about cannabidiol (CBD) and delta-8-tetrahydrocannabinol (THC) (Delta-8) and delta-10-THC (Delta-10), which products are legal for sale in the Commonwealth of Massachusetts, and which are not, and the impact in the Town of Needham. Mr. McDonald noted that this does not include marijuana or marijuana infused products regulated by the MA Cannabis Control Commission. There has been a proliferation of illegal products, mainly Delta-8 and Delta-10 in some Massachusetts communities and is a growing industry nationwide.

Mr. McDonald emphasized his concerns regarding Delta-8 and Delta-10 products from a public health perspective, specifically regarding the psychoactive and impairing nature of these substances, which are not researched, not regulated, often mislabeled, confused with hemp and CBD products, and are potentially widely availability to youth. Mr. McDonald reported that the surveys in the community showed that several retail establishments sold infused products.

Select Board members expressed concern regarding enforcement in Needham and how that compares to surrounding communities and the specific formulations of Delta-8 and Delta-10.

6:55 p.m.

Public Hearing: Proposed MBTA Needham Line Commuter Rail Service Modifications

Town staff and representatives of the Select Board Chair recently met with community partners, including representatives of the MBTA, to discuss a pilot program to reduce train horn noise while the quiet zone design is underway. The potential modification is an option developed by the Town and not a proposal initiated by the MBTA. The proposal would terminate the first and last trains on the Needham Line at Needham Junction Station as opposed to Needham Heights. On these two trains, there would be no service to Needham Center or Needham Heights Stations, eliminating the need for the train to sound its horn at the four grade crossings between Junction Station and Needham Heights. Chair Kevin Keane explained that the intent of this hearing is to understand the interest of the

community in such a proposal prior to the Board's deciding whether or not to ask the MBTA to implement the pilot.

Dave Horrigan, 60 Sutton Road, commented on the issue of the train horn, emphasizing his belief that Needham Junction would be the least-suited station to serve as a terminal given the number of houses directly abutting the tracks. He argued that the MBTA must respond to the residents' concerns. He advocated for equitable, healthy, and quieter train service, highlighting that the first and last trains on the Needham transport very few riders, if any.

Sue Martin, 757 Highland Avenue, commented on the volume of the train horns, noting that some conductors appear to use the horn at a lower volume. Select Board members noted that the volume of the horns is federally mandated.

Rick Lunetta, 15 Oak Street, commented that the pilot program would be a positive step in the process, but would not want to see residents living near the Junction affected by the noise either. He requested a utilization review of riders between Hersey and Needham Heights. He proposed three temporary possibilities: 1) The MBTA repurpose its safety feature and allow its trains to return to South Station from Hersey without having first to pass by the Junction to trigger the mechanism; 2) After 8 p.m. and before 5:30 p.m. given the low utilization, the MBTA use a hybrid vehicle or small bus to carry riders from Hersey to the remaining three Needham stops; and 3) From 8 p.m. to 6:30 p.m. each whistle sequence is shortened and lowered while taking into consideration the federal regulations.

David Ruschka, 21 Rosemary Street, argued that the Town should not remove access to public transportation for those who live in, work in, and visit Needham.

Craig Idlebrook, 54 Gayland Road, expressed concerns about the trade-offs between the different options and argued for using concrete data in order to evaluate these options.

Dr. Marsha Fearing, 805 Highland Avenue, expressed her appreciation that the pilot program would reduce the noise pollution for the Town at large and also reduce selected idling in Needham Heights to make a more equitable distribution of this idling. She stated her support for the pilot program but emphasized this is not a permanent solution.

David Gennert, 37 Gayland Road, expressed concerns about air pollution in his backyard for his family. His concerns are specifically regarding carcinogenic particulate matter from idling engines and estimated that the proposed pilot would triple the amount of idling time of trains near this neighborhood.

Holly Horrigan, 60 Sutton Road, emphasized the low ridership of late train on the Needham Line. She supported the solution of using a shuttle to replace the late train between certain stops. She also questioned the potential permanence of this pilot

program and what may be subsequent steps if this pilot program is implemented in a long term way. She also asked for clarification by what is meant by “stopgap pilot short-term solution.”

Mike Swersky, 31 Gayland Road, emphasized how close he lives to the Junction and his disappointment that his neighborhood has been disregarded in his opinion as compared to the greater Needham community when considering air versus noise pollution respectively.

David Jordan, 21 Gayland Road, also expressed his concerns about air quality with particular regard to children as a vulnerable population. He noted that carbon dioxide monitors in his home go off at certain times as a result of the train idling. He also noted his house and those nearest him are affected by loitering activity that occurs behind Needham Junction late at night and in the early morning as well.

Ed Cosgrove, 17 Laurel Drive, highlighted that if this pilot program is implemented, individuals who would take the train at Needham Heights and Needham Center may drive to Needham Junction, therefore filling the parking lot more quickly and leading to individuals parking on surrounding residential streets.

Ian Grush, 164 Laurel Drive, commented that he is a daily rider of the early train and emphasized that there are others who rely on the early morning trains. He expressed that shuttles are not as reliable as the train and would not fit all the individuals who use the train at each stop.

Sherry Walker, 43 Gayland Road, expressed her appreciation for the access to public transportation and her support for the trains to idle behind Roche Brothers as was part of the plan when she originally moved to Needham.

Nicholas Lakasha, 1 Dartmouth Ave, expressed his opinion that service cuts cannot be performed without increasing other services, for example making Blue Bikes available. He pointed out that the 59 buses do not run very late either, which could be increased. He further advocated for extending the Orange Line to Needham Heights.

Bill Lenahan, 189 Nehoiden Street in Needham, asked how long the train idles at the Needham Heights at the moment.

James McLaughlin, 37 Cedar Springs Lane, recognized both the noise and pollution concerns. He emphasized his concern for the noise from trains. He posited that there are towns in Massachusetts that do not require trains to blow their horns at crossings. He has observed that conductors often blow the horn after they have passed the crossing, which also has other alerts in place for pedestrians.

Paul Baker, 57 Gayland Road, emphasized that Gayland Road and Laurel Drive is uphill and for this reason there is significant particulate matter drifting up the hill. He pointed out that there is also public housing directly across the street.

Ellen Baker, 57 Gayland Road, expressed her disappointment that this issue has become divisive in the Town when the goal is to protect all residents' health and access to public transportation.

Select Board members emphasized that this idea for the pilot program came from the Town and for this reason they have decided to hold a public hearing, but the MBTA is not present at this point.

8:02 p.m. Approve Sale of Bond Anticipation Note:
Presenters: David Davison, Deputy Town Manager/Director of Finance, Ellyse Glushkov, Town Treasurer/Collector

David Davison and Ellyse Glushkov provided the Board with the results of the bond anticipation note and discussed future borrowings. The Town received four bids on its bond anticipation note. All bids were competitive, with interest rates ranging from 3.718% to 4.282%. The bidder chosen was Piper Sandler & Co. with a rate of 4.25% with a premium of \$21,958 and a 3.178% net interest cost. The note will mature in December. Prior to going out to bid again, the Town will determine whether to permanently finance or extend into another note. Select Board members signed necessary documents. The Town Clerk was also present.

Motion by Ms. Cooley vote to approve the bond anticipation note financing with the motions as presented in the materials.
Second: Mr. Levy. Unanimously approved 5-0.

8:18 p.m. Set Water and Sewer Rates:
Presenters: Kate Fitzpatrick, Town Manager, David Davison, Deputy Town Manager/Director of Finance

Mr. Davison provided the Board with a review of the public hearing regarding water and sewer rates discussed at their prior meeting. The Water & Sewer Rate Structure Committee recommended Alternative G. Discussion ensued regarding the timing of these changes, challenges with technology shifting and staffing, and setting up the ability to set recurring payments. Mr. Levy asked about the possibility of delaying this change to October 1 as opposed to July 1 to remain on a quarter schedule in order to give residents time to adjust to these new rates.

Motion by Mr. Levy that the Board approve the water and sewer rates identified as Alternative G and that they be effective October 1, 2024; that the Board approve a Septage Disposal fee of ~~\$85,000~~ \$85 per 1,000 gallons; and further that the Board approve the following other water & sewer service rates as presented.

Second: Ms. Frail. Unanimously approved 5-0.

8:39 p.m. Town Manager:

Dark Sky Legislation

Ms. Fitzpatrick discussed Senate Bill 2102, an act to improve outdoor lighting, conserve energy, and increase dark-sky visibility. Needham has continued work to be compliant with this bill since 2019, replacing street lighting with LEDs, installing controls and a central management system to enable individual streetlight dimming, and electricity use tracking. Ms. Fitzpatrick recommended that the Board consider Section 3 of the Bill, which requires that utility companies charge only for what is used to light streetlights, and/or to create a finer tariff table. Ms. Fitzpatrick explained that paying for the actual use of energy rather than the tariff rate would benefit Needham. Discussion included the logistics and cost of metering the streetlights and encouraging residents to adopt the dark sky practices as well.

Motion by Ms. Dowd that the Board vote to authorize the Town Manager to submit a letter of support of Senate Bill 2102.

Second: Ms. Frail. Unanimously approved 5-0.

Executive Session Minutes

Ms. Fitzpatrick recommended that the Board vote to approve the revision to the Policy Regarding Executive Session Minutes.

Motion by Mr. Levy that the Board vote to approve the revision to the Policy Regarding Executive Session Minutes.

Second: Ms. Frail. Unanimously approved 5-0.

Town Manager Report

- The next Select Board meeting is the Annual Goals Workshop on July 9 in the afternoon.

8:47 p.m. Board Discussion:

Committee Reports

Joshua Levy noted that there is currently scheduling occurring for the Stormwater By-Law Working Group.

Kevin Keane reported that the Needham Branding & Town Seal Committee will open their survey for residents to vote in the upcoming weeks.

8:50 p.m. Adjourn:

Motion by Mr. Levy that the Board adjourn the Select Board meeting of Tuesday, June 25, 2024.

Second: Ms. Frail. Unanimously approved 5-0.

A list of all documents used at this Select Board meeting is available at:

<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID>

The next Select Board meeting is scheduled for Tuesday, July 9, 2024, at 3:00 p.m.

Needham Fire Department
88 Chestnut Street
Needham, MA 02492

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

Dear Select Board,

The Needham Fire Department intends to hire Ryan Villa as a Firefighter.
Ryan is currently employed by Needham Football.

Ryan's commitment to Needham Football is 9 hours per week during the months of September through November.

Attached is a letter that Ryan has submitted, disclosing the second position with the Town of Needham, as well as his 20(b) Disclosure Form.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Conroy", written over the word "Sincerely,".

Chief Tom Conroy

Dear Select Board,

08/05/2024

I am requesting to be able to hold 2 positions within the Town of Needham. I will be starting with the Needham Fire Department on September 9th and I began coaching Needham football last Fall. I have grown up in Needham and have been a part of the community for over 15 years. To be able to say that after my time in the U.S Army that I am safely back home and pursuing my career on the Needham Fire Department and able to Coach football for Needham High School is a dream come true. I hope that the board considers my request to hold these two positions and I am very thankful for your time and consideration.

Sincerely,

Ryan Villa

Needham Fire Department
88 Chestnut Street
Needham, MA 02492

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

Dear Select Board,

The purpose of this letter is to request your approval for me to hold more than one appointed position with the Town of Needham.

The multiple positions that I wish to hold are as follows:

- Needham Fire Department - Firefighter
- Needham Football – Coach

I seek approval to accept the position of Firefighter with the Needham Fire Department.

There will be no conflicts with my existing work with the Needham Football Team.

I will work approximately 9 hours weekly for Needham Football.

Thank you for considering my request.

Sincerely,

Ryan Villa

**DISCLOSURE BY MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(b)**

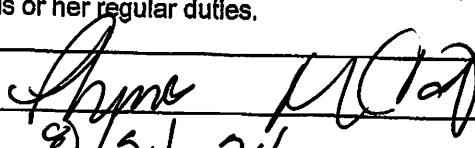
	MUNICIPAL EMPLOYEE INFORMATION
Name of municipal employee:	Ryan Villa
Title/ Position	Fire fighter
Fill in this box if it applies to you.	If you are a municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Needham Fire Department
Agency Address	88 Chestnut St. Needham, MA 02492
Office phone:	781.455.7580
Office e-mail:	available after start date
	Check one: ☐ Elected or ☒ Non-elected
Starting date as a municipal employee:	
BOX # 1	ELECTED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	I am an elected municipal employee. ☐ STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I was elected to my municipal employee position. I will continue to have this financial interest in a municipal contract. OR ☐ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.
Write an X beside your financial interest.	My financial interest in a municipal contract is: ☐ I have a non-elected, compensated municipal employee position. ☐ A municipal agency has a contract with me. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ☐ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
BOX # 2	NON-ELECTED, COMPENSATED MUNICIPAL EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	I am a non-elected municipal employee. ☐ STATEMENT #1: I had one of the following financial interests in a contract made by a municipal agency before I took a position as a non-elected municipal employee. I will continue to have this financial interest in a municipal contract.

Write an X beside your financial interest.	My financial interest in a municipal contract is: ☐ A municipal agency has a contract with me, but not an employment contract. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. -- OR -- ☒ STATEMENT # 2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a municipal contract is: ☒ I have a non-elected, compensated municipal employee position. ☐ A municipal agency has a contract with me. ☐ I have a financial benefit or obligation because of a contract that a municipal agency has with another person or an entity, such as a company or organization. ☐ I work for a company or organization that has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the city or town has contracted for my services in particular.
Name and address of municipal agency that made the contract	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT Needham Fire Department 88 Chestnut St. Needham, MA 02492
Please put in an X to confirm these facts.	"My Municipal Agency" is the municipal agency that I serve as a municipal employee. The "contracting agency" is the municipal agency that made the contract. ☒ My Municipal Agency is not the contracting agency. ☒ My Municipal Agency does not regulate the activities of the contracting agency. ☒ In my work for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency. ☒ The contract was made after public notice or through competitive bidding.
FILL IN THIS BOX OR THE BOX BELOW	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND YOU. - Please explain what the contract is for. Needham Fire Dept. / Firefighter
FILL IN THIS BOX OR THE BOX ABOVE	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE CITY OR TOWN AND ANOTHER PERSON OR ENTITY. - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?

FOR CONTRACTS FOR PERSONAL SERVICES ONLY:

If you are disclosing a financial interest in a contract for personal services with a municipal agency, you must file the Certification below signed by the head of the contracting agency, and you must get approval of the exemption from the city council, board of aldermen, board of selectmen or town council.

CERTIFICATION BY HEAD OF CONTRACTING AGENCY

	INFORMATION ABOUT HEAD OF CONTRACTING AGENCY
Name:	Chief Tom Conroy
Title/ Position	Fire Chief
Municipal Agency:	Needham Fire Department
Agency Address:	88 Chestnut St Needham, MA 02492
Office Phone:	781-455-7580 ext 1304
	CERTIFICATION
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to my municipal agency, identified above. I certify that no employee of my agency is available to perform the services described above as part of his or her regular duties.
Signature:	
Date:	8/21/24

**APPROVAL BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN OR TOWN COUNCIL**

	INFORMATION ABOUT APPROVING BODY
Name:	
Title/ Position	
Agency Address:	
Office Phone:	
	APPROVAL
	I have received a disclosure under G.L. c. 268A, § 20(b) from a municipal employee who seeks to provide personal services to a municipal agency, identified above. The exemption under § 20(b) is approved.
Signature:	On behalf of the Council or Board, I sign this approval.
Date:	

Attach additional pages if necessary.
File disclosure, Certification and Approval with the city or town clerk.

What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it.
Date when you acquired a financial interest	September 9, 2024
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. NA
Date when your immediate family acquired a financial interest	NA
Write an X to confirm each statement.	FOR A CONTRACT FOR PERSONAL SERVICES -- Answer the questions in this box ONLY if you will have a contract for personal services with a municipal agency (i.e., you will do work directly for the contracting agency). I will have a contract with a municipal agency to provide personal services. ☒ The services will be provided outside my normal working hours as a municipal employee. ☒ The services are not required as part of my regular duties as a municipal employee. ☒ For these services, I will be compensated for not more than 500 hours during a calendar year.
Employee signature:	
Date:	08-05/2024

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT -- File disclosure with the city or town clerk.

SEE CERTIFICATION AND APPROVAL REQUIRED FOR PERSONAL SERVICES CONTRACTS, BELOW.

Town of Needham

Mobility Planning & Coordination Committee (MPCC)

Committee Charge

Type:	Permanent
Legal Reference:	Select Board Goals
Appointing Authority:	Select Board
Number of Voting Members:	Seven (7) Nine (9)
Term of Appointment	Three Years
Special Municipal Employee	Yes
Staff Support	Director of Public Works/Designee

Members	Year Appointed	Term Expiration	Membership
Paul Molta	2023	2026	At Large
TBD	2023	2026	At Large
Moe Handel	2023	2026	MAPC Rep
Duncan Allen	2023	2026	MBTA Advisory Rep
Timothy Bulger	2023	2026	MPO RTAC Rep
Justin McCullen	2023	2026	TSC Rep
James Goldstein	2023	2026	Rail Trail Rep
Carys Lustig	2023	2026	Director of Public Works
Alex Clee	2023	2026	Director of Planning/Community Development
	2024	2026	Planning Board Rep.
	2024	2026	Climate Action Committee Rep.

Composition:

- Two at-large Community Members
- Representative or Alternate Representative to the Metropolitan Area Planning Council (MAPC)*
- Current Town representative to the MBTA Advisory Board
- Current Town representative to the Boston MPO Regional Transportation Advisory Council
- One representative from the Transportation Safety Committee
- One representative from the Rail Trail Advisory Committee
- **One member of the Planning Board**
- **One member of the Climate Action Committee**
- Director of Public Works/Designee, (ex officio, non-voting)*
- Director of Planning & Community Development/Designee (ex officio, non-voting)*

* Full-time employees and Select Board members serving on the Committee are regular municipal employees, even though the MPCC members are designated as special municipal employees.

Purpose: The MPCC shall advise the Select Board in developing and maintaining plans, and recommending policies for the future of mobility-related infrastructure in the Town. Its functions will complement those of the Transportation Safety Committee.

Charge: The MPCC Committee will:

- Review the Town's needs for a Comprehensive Transportation Plan (CTP) and/or individual components thereof (e.g. transit plan, bicycle plan, traffic calming or speed management plan, traffic or transportation safety plan, pedestrian plan, etc.). Identify and recommend to the Select Board specific CTP elements to be developed.
- Advise and coordinate with Town staff on the development of CTP or CTP elements advanced by the Select Board, including purpose, scope, contents of plan elements, and the appropriateness of engaging outside sources (consultants).
- Provide oversight of transportation policies and annual transportation plans as long term plan steps are identified and funded.
- Review and comment to the Select Board on newly developed CTP elements or changes to established elements, especially as they result to policy (as opposed to specific projects).
- Review and advise on the addition or deletion of specific projects from CTP elements, as may periodically be requested by the Select Board, the TSC and/or the Rail Trail Advisory Committee.
- Participate in the semi-annual meetings of the Transportation committees (Mobility Planning & Coordination Committee, Transportation Safety Committee, and Rail Trail Advisory Committee). The purpose of the joint meetings is to align activities, projects, and planning initiatives to facilitate public awareness of current and planned Public Works projects. These meetings shall constitute a regular committee meeting for each committee. The semi-annual meetings will occur in September and February of each year.

- Advise and coordinate with Town staff and the other transportation committees on the prioritization of mobility-related capital infrastructural improvements, including anticipated funding sources for same.
- Review and comment to the Select Board on the particulars of transportation mitigation measures regularly considered by the Planning Board with respect to new developments, especially regarding conformance with transportation plan elements.
- In collaboration with the Select Board, identify and/or respond to opportunities for coordinating mobility infrastructure plans and improvements and expansion of transit networks with neighboring municipalities.
- The Committee will meet at least semi-annually at the joint meetings, and more often as needed.
- The Committee will elect a chair who shall rotate at least biannually.

Charge Adopted: June 13, 2023 **Charge Revised:** 8/13/2024

SME Status Voted: June 13, 2023