

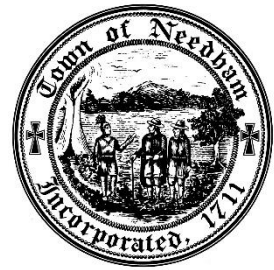
SELECT BOARD AGENDA

Regular Meeting

6:00 p.m. September 10, 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 Hispanic Heritage Month
2.	6:00	Public Hearing: Removal of Public Shade Tree at 239 Manning Avenue (Continued) Edward Olsen, Tree Warden/Parks & Forestry Superintendent
3.	6:00	Public Hearing Recycling and Transfer Station User Fees and Charges - Solid Waste Disposal & Recycling Advisory Committee - David Davison, Deputy Town Manager/Finance

		• Carys Lustig, Director of Public Works • Cecilia Simchak, Assistant Director of Finance • Matthew DeMarrais, Superintendent of the Recycling & Solid Waste Division
4.	6:30	Public Hearing: Application for New All-Alcohol Restaurant License – Poet King Restaurant Group, LLC dba The Hungry Coyote • Nezahualcoyotl Leon – Applicant • Leona Leon – Proposed Manager of Record
5.	7:00	Intermunicipal Agreement for the Charles River Public Health District • Kerry Dunnell, Manager, Shared Services and Training Hub, Needham Public Health Department • Timothy McDonald, Director Health & Human Services
6.	7:15	Abatement of Community Stormwater Mitigation Assessments Policy • David Davison, Deputy Town Manager/Director of Finance • Carys Lustig, Director of Public Works • Cecilia Simchak, Assistant Director of Finance
7.	7:30	Town Manager • Close Special Town Meeting Warrant • Town Offices Schedule Shift • Town Manager Report
8	7:45	Board Discussion • Committee Reports
9.	7:50	Executive Session • Exception 6: To discuss the purchase of real property

APPOINTMENT CALENDAR

1.	Gemma Nauyokas	Human Rights Committee Term Expires: 6/30/2027
2.	Lulu Wang	Human Rights Committee Term Expires: 6/30/2027
3.	Justin McCullen	Mobility Planning and Coordination Committee Term Expires: 6/30/2027
4.	Artie Crocker	Needham Center Project Working Group Term Expires: 6/30/2027
5.	Paul O'Connor	Needham Center Project Working Group Term Expires: 6/30/2027
6.	Joan O'Connor	Needham Community Revitalization Trust Fund Term Expires: 6/30/2026

CONSENT AGENDA *Supporting Documents in Agenda Packet

1.*	Approve Open Session Minutes of May 14, 2024; August 13, 2024; and August 20, 2024.
2.	Accept the following donation to the Needham Health Division:

	• \$25 from Claire Blum for the Needham Gift of Warmth.
3.	Accept the following donations to the Needham Free Public Library: • From Barbara Kochaniak, \$500 for Polish language children's books, and • From Catherine Collishaw, \$25 in memory of Diane Lila Ahlin.
4.*	Approve and sign integrated collective bargaining agreement between the Town and the Needham Independent Public Employees' Association.
5.	Approve New Application for Common Victualler License for Needham Gyro Inc d/b/a Gyro and Kebab House (subject to receipt of required completed paperwork).

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Robert Pettitt	80 Robinwood Avenue	50-96 Robinwood Avenue	9/02/24	4:30pm-8:30pm	N/A
Lauren Soper	32 Mark Lee Road	Mark Lee Road from Hunnewell St to Webster St	9/14/24	12pm-6pm	N/A
Laura Raff	52 Wilshire Park	52-92 Wilshire Park	9/14/24	5pm-8pm	9/15/24
Denise Arrondo	21 Prince Street	Prince Street	9/14/24	5pm-8pm	9/15/24
Neeti Mehta	56 North Hill Avenue	Howe Road	9/14/24	2pm-10pm	9/15/24
Frances Parpos	89 Glendale Road	Glendale Road	9/28/24	3pm-7pm	N/A
Susan Pouliot	54 Eaton Road	60 Eaton Road	9/29/24	3pm-7pm	N/A
Dan O'Neill	75 Kimball Street	Grant Street between Kimball & Needham Junction Roads	9/29/24	4pm-7pm	N/A
Dale McCarthy	72 Stevens Road	Stevens Road	10/6/24	4pm-7pm	10/27/24
Lisa Kessel Freedman	87 Hunnewell Street	40 Ardmore Road at the intersection of Lakin Street	10/19/24	2pm-6pm	10/20/24
Nancy OLeary	46 Rosemary Street	Upper Rosemary Street (the one-way section)	10/20/24	4pm-6pm	10/27/24
Rochelle Goldin	68 Warren Street	Warren Street between May St and Great Plain Ave	10/20/24	12pm-7pm	N/A

NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES

Hosting Organization	Event Title	Location	Event Date
Needham History Center	Annual Meeting	Needham History Center & Museum	9/9/24
Volante Farms	Holiday Wine and Cheese Tasting	Volante Farms – Greenhouse	11/2/24



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

MEETING DATE: 9/10/2024

Agenda Item	2024 Hispanic Heritage Month Proclamation
Presenter(s)	

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will read the 2024 Hispanic Heritage Month Proclamation, designating September 15 th through October 15 th , 2024 as Hispanic Heritage Month in Needham.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve and sign the 2024 Hispanic Heritage Month Proclamation.	
3.	BACK UP INFORMATION ATTACHED
a. 2024 Hispanic Heritage Month Proclamation	

**TOWN OF NEEDHAM
2024 HISPANIC HERITAGE MONTH
PROCLAMATION**

WHEREAS: National Hispanic Heritage Month, known as “Mes de Herencia Hispana”, which was first celebrated in 1968 extends from September 15th through October 15th each year; and

WHEREAS: The month is significant as it covers the anniversaries of independence for Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Mexico, and Chile; and

WHEREAS: The rich heritage, arts, histories, food, music, and traditions of all Latin-American nations span an array of many distinct cultures; and

WHEREAS: This month celebrates, honors, and pays tribute to all for their many contributions to our town and our society.

NOW THEREFORE, be it resolved that September 15th through October 15th, 2024 be declared Hispanic Heritage Month in the Town of Needham and Needham Select Board encourages all residents to observe this occasion as an opportunity for education and celebration.

Signed this tenth day of September, 2024

SELECT BOARD



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

MEETING DATE: 9/10/2024

Agenda Item	Public Hearing: Removal of Public Shade Tree at 239 Manning Avenue (Continued)
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. This public hearing is continued from August 13, 2024.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve/deny (and if approved) 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	



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

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.)

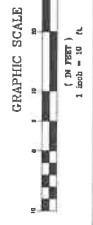
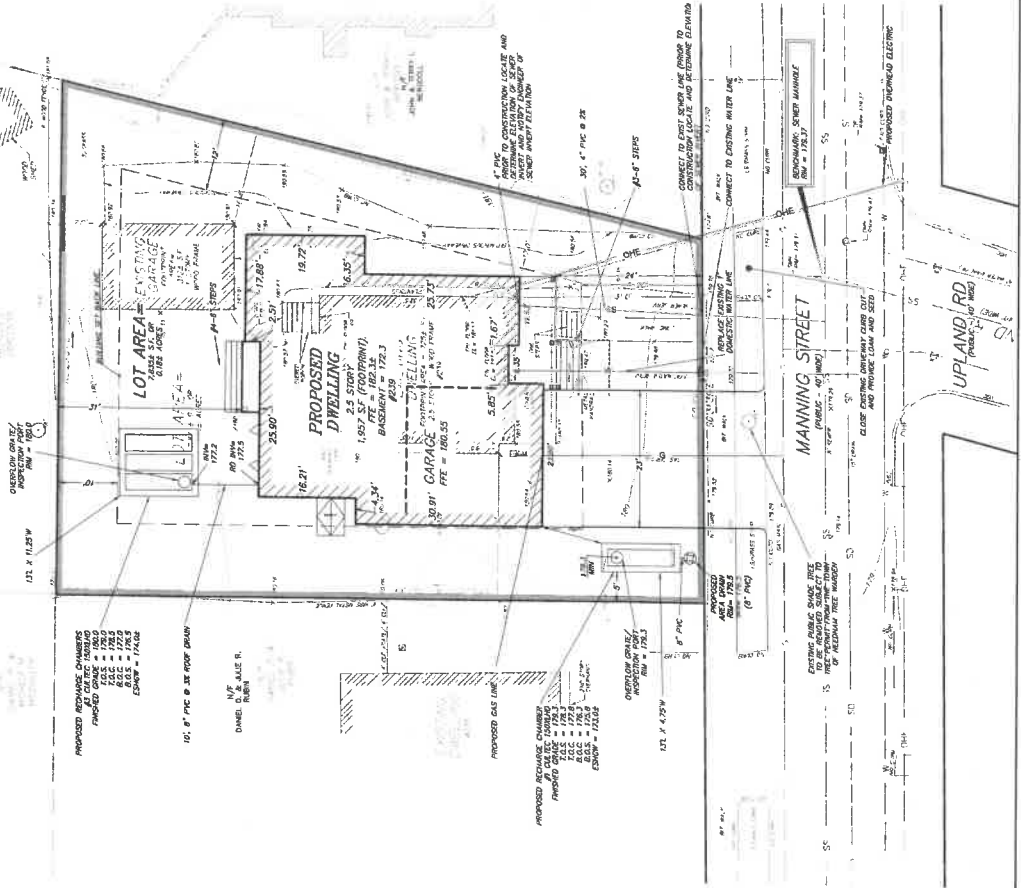
DRAINAGE CALCULATION

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.
 REGISTERED PROFESSIONAL ENGINEER
 NO. 4184

DANIEL E. BARNES, L.
 REGISTERED PROFESSIONAL ENGINEER
 NO. 4184



Copyright © 2014 by Kelly Engineering Group, Inc.
 All Rights Reserved
 Part of the building permit application process, this plan is submitted for review and approval by the local authority having jurisdiction. It is not to be used for any other purpose without the written consent of Kelly Engineering Group, Inc.

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



KELLY ENGINEERING GROUP
 civil engineering consultants
 0 Campanella Drive, Braintree, MA 02184
 Phone: 781-841-4111 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: 09/10/2024

Agenda Item	Public Hearing Recycling and Transfer Station User Fees and Charges.
Presenter(s)	Solid Waste Disposal & Recycling Advisory Committee David Davison, Deputy Town Manager/Finance Carys Lustig, Director of Public Works Cecilia Simchak, Assistant Director of Finance Matthew DeMarrais, Superintendent of the Recycling & Solid Waste Division
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED The Solid Waste Disposal & Recycling Advisory Committee and staff will review the recommended changes to the RTS rates and charges. The proposed changes would become effective October 1, 2024. It is anticipated that the Select Board will vote on the proposed rates at its meeting on September 24, 2024.
2.	VOTE REQUIRED BY SELECT BOARD Suggested Motion: None
3.	BACK UP INFORMATION ATTACHED a. Legal Notice b. Memo Dated September 6, 2024 c. Pay to Throw Rates in Other Communities d. Recycling and Transfer Station User Fees and Charges Proposed Schedule

LEGAL NOTICE

Town of Needham SELECT BOARD PUBLIC HEARING



The Needham Select Board will hold a public hearing on Tuesday, September 10, 2024 at 6:00 p.m. in the Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. The purpose of this hearing is to provide the public with an opportunity to comment on any proposed changes to the recycling and transfer station fees and charges. In addition, written comments may be sent to the Select Board, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492 or may be emailed to selectboard@needhamMA.gov



TOWN OF NEEDHAM
DEPARTMENT OF FINANCE
1471 Highland Avenue
Needham, Massachusetts 02492
Telephone 781-455-7500 www.needhamma.gov

Memorandum

To: Select Board
From: David Davison, Deputy Town Manager/Director of Finance
CC: Solid Waste Disposal & Recycling Advisory Committee; Kate Fitzpatrick, Town Manager; Katie King, Deputy Town Manager; Carys Lustig, Director of Public Works; Shane Mark, Assistant Director of Public Works/Operations; Cecilia Simchak, Assistant Director of Finance; Matthew DeMarrais, Superintendent of the Recycling & Solid Waste Division
Date: September 6, 2024
Re: Recycling and Transfer Station User Fees

A public hearing on the Recycling and Transfer Station user fees and charges has been scheduled for the Board's meeting on Tuesday, September 10, 2024. The Solid Waste Disposal & Recycling Advisory Committee and Town staff will present the recommendations to the Board in advance of public comment. The Committee consists of the Chair, Jeffrey Heller, Wells Blanchard, William Connors, David Ecsedy, and Jeffrey P. Heller. The Committee met on Tuesday, April 2, 2024, Tuesday, May 21, 2024, and Tuesday August 6, 2024, to discuss and vote on proposed rate changes for the Select Board to consider.

The recommendations include establishing a different rate for the drop-off of a box spring or mattress by commercial operators; an increase in the rates for the pay-to-throw bags; modification of the snow dump fees, and adjust the TV disposal fee to match the fee for a flat screen monitor. The recommendations also include removing the trommel screener rental fees and the charge based on volume for brush, grass, and leaves from the schedule. The Town is no longer renting out the trommel screener and has not for many years. The fee schedule already has rates for the disposal of brush, grass, and leaves by weight, so a fee by volume is not necessary.

In September 2023, the Committee had voted to introduce a \$40 commercial rate for box spring and mattress drop-offs; the residential rate would remain at \$20. However, due to an oversight the recommendation was not conveyed to the Select Board last year. The Committee still recommends this change.

The Committee was provided data on bag rates in other communities. Based on the bag fees charged by other communities and, more importantly Needham's costs for disposal, a \$0.16 increase for a large yellow bag and a \$0.085 increase for a small yellow bag is recommended. If approved, the charge for a package of ten small bags (15 gallon) would be \$11.60 and the charge for a package of ten large bags (30 gallon) would be \$21.60.

The recommendations also include a proposal by DPW to modify the snow dump fees to accommodate smaller commercial operators during regular business hours. This would add a cubic yard fee of \$4.00

with a minimum fee of \$15. The current snow dump fees are for large commercial loads which come after hours. This proposal would allow small businesses to dump snow if room is available. The Committee supports this request.

The Committee also recommends that the TV disposal fee of \$15.00 be increased by \$5.00 to match the flat screen monitor disposal fee of \$20. The costs to the Town are the same whether the item is a flat screen or a television.

We recommend that the effective date for the rate changes be October 1, 2024, but the fees being removed from the schedule should be effective immediately.

Members of the Committee, DPW, and Finance will be at your meeting to discuss the recommendations and to answer questions you may have. Please do not hesitate to contact me if you have any questions before hand.

PTT Rates

Town/City	Trash DO/CS	Bags, Stickers, other?	Sm Bag (03/04/24)	Size	Pack	Lg Bag (03/04/24)	Size	Pack	Other 03/04/2024	Residential Fee Amount
Acton	DO	Bags	\$1.15	15-gal	8	\$2.55	33-gal	5		\$105 Resident; \$190 NR; No Sticker \$35 Trip; NR \$55 Trip
Ashland	CS	Bags	\$1.58	14-gal	5	\$2.70	33-gal	5		\$204.40 (\$109.20 Srs)
Brookline	CS	Carts & Bags				\$4.00	30-gal	5	\$250/Annual Barrel Fee 35-gal; \$336/65-gal; \$425/95-gal (replaced \$200 flat fee)	
Concord	CS	Stickers for Bags				\$1.80	34-gal	NA	\$48.60/ Six Months Barrel Fee	\$177.50/Six Months
Holliston	CS	Stickers for Bags				\$2.00	35-gal	NA	First Bag Free (seniors provided 6 free stickers annually)	
Medway	CS	Bags	\$0.75	15-gal	5	\$1.50	33-gal	5		\$280.00
Millis	DO	Bags	\$1.25			\$1.75	33-gal			\$85 (\$30 over 62)
Milton	CS	Stickers for Bags				\$3.00	32-gal	NA	\$156/Annual Barrel Sticker Fee	
Natick	CS	Bags	\$1.25	15-gal	10	\$2.25	33-gal	10		
Newton	CS	Carts/Bags				\$2.25	33-gal	5	\$150/ 35-Gal; \$200/Annual Barrel Fee 64-gal	
Norfolk	DO	Bags				\$2.50	35 lb. Limit	5		\$75 Decal/ Senior \$55
Northborough	CS	Bags	\$1.50	16-gal	10	\$3.00	32-gal	5		

PTT Rates

Town/City	Trash DO/CS	Bags, Stickers, other?	Sm Bag (03/04/24)	Size	Pack	Lg Bag (03/04/24)	Size	Pack	Other 03/04/2024	Residential Fee Amount
Shrewsbury	CS	Bags	\$1.10	15-gal	5	\$2.25	33-gal	5		
Sudbury	DO	Bags	\$1.30	15-gal	5	\$2.60	30-gal	5		\$180.00
Wayland	DO	Bags	\$1.50	14-gal	5	\$2.50	30-gal	5	Small 8 gallon Bag at \$1.00 per bag pack 5	\$165.00
Weston	DO	Bags	\$2.00	15-gal	1	\$4.00	30-gal	1		\$5.00
NEEDHAM	DO	Bags	\$1.08	15-gal	10	\$2.00	30-gal	10		NC

Proposed

Town of Needham
Recycling and Transfer Station Charges and Fees Schedule

Description	Current	Proposed	\$ Change	Last Change*
RTS Sticker Fees				
Standard Sticker	No Charge	No Charge		26-Feb-13
Standard Sticker Senior	No Charge	No Charge		26-Feb-13
Standard Additional Sticker	No Charge	No Charge		26-Feb-13
Hauler Sticker (annual)	\$125.00	\$125.00		26-Feb-13
RTS Week Pass Program	No Charge	No Charge		26-Feb-13
Bag Rates				
Large Bags (pack of 10)	\$20.00	\$21.60	\$1.60	1-Sep-18
Small Bags (pack of 10)	\$10.75	\$11.60	\$0.85	1-Jul-16
Scale Rate				
Tier 1	\$180.00	\$180.00		1-Jul-24
Tier 2	\$220.00	\$220.00		1-Jul-24
Minimum Scale	\$30.00	\$30.00		1-Sep-23
Recycling Fees				
Commercial Single Stream (per ton)	\$85.00	\$85.00		13-Aug-18
Miscellaneous Rates				
Air Conditioners	\$15.00	\$15.00		26-Feb-13
Appliances (White Goods)	\$15.00	\$15.00		26-Feb-13
Carpet 10x10	\$10.00	\$10.00		26-Feb-13
Computer Monitor - 15" or less (Small)	\$20.00	\$20.00		1-Sep-22
Computer Monitor - Greater than 15"	\$20.00	\$20.00		1-Sep-22
Fluorescent Lamps (not more than 10 per week)	\$1.00	\$1.00		1-Sep-22
Freon	\$15.00	\$15.00		26-Feb-13
Furniture - Chair	\$10.00	\$10.00		26-Feb-13
Furniture - Sleep Sofa	\$20.00	\$20.00		26-Feb-13
Furniture - Sofa	\$15.00	\$15.00		26-Feb-13
Box Spring or Mattress (Residential Drop Off)	\$20.00	\$20.00		1-Jul-19
Box Spring or Mattress (Commercial Drop Off)		\$40.00	\$40.00	
Propane Tank 20lb or less	\$5.00	\$5.00		26-Feb-13
Recycling Bin	\$5.00	\$5.00		26-Feb-13
Single Large Size Item	\$15.00	\$15.00		26-Feb-13
Single Medium Size Item	\$10.00	\$10.00		26-Feb-13
Single Small Size Item	\$5.00	\$5.00		26-Feb-13
Small Printers (new)	\$5.00	\$5.00		1-Sep-23
Tires - Vehicle Auto	\$7.50	\$7.50		1-Sep-22
Tires - Vehicle Truck	\$15.00	\$15.00		1-Sep-22
Toilet and Sinks (Porcelain)	\$15.00	\$15.00		26-Feb-13
Television	\$15.00	\$20.00	\$5.00	26-Feb-13
Flat Screen TV - 15" or less (Small)	\$20.00	\$20.00		01-Sep-22
Flat Screen TV - Greater than 15"	\$20.00	\$20.00		01-Sep-22
All Screens (Flat; Monitors; Televisions)	\$20.00	\$20.00		01-Sep-22
Yard Waste Processing Equipment Rental				
Trommel Screener Rental (weekly)	\$2,500.00	Eliminate Program Discontinued		1-Nov-15
Trommel Delivery and Pickup	\$200.00	Eliminate Program Discontinued		1-Nov-15

Proposed

Town of Needham
Recycling and Transfer Station Charges and Fees Schedule

Description	Current	Proposed	\$ Change	Last Change*
Snow Dump Rates				
Snow Dump Fee 4 Hour Shift (After Hours)	\$1,200.00	\$1,200.00		1-Nov-15
Snow Dump Fee 8 Hour Shift (After Hours)	\$2,400.00	\$2,400.00		1-Nov-15
Snow Dump Per Cubic Yard (CY)#		\$4.00	\$4.00	New
#Snow Dump Minimum Charge		\$15.00	\$15.00	New
Commercial Yard Waste Disposal				
Brush, 12" less in diameter (CY)	\$15.00	Eliminate based on weight		28-Sep-04
Leaves / Grass (CY)	\$10.00	Eliminate based on weight		28-Sep-04
Brush, 12" less in diameter (TON)	\$60.00	\$60.00		28-Sep-04
Leaves / Grass (TON)	\$50.00	\$50.00		28-Sep-04
Wood Chips (TON)	\$7.50	\$7.50		28-Sep-04
Compost & Loam for Sale				
Compost (30 gallon barrel)	No Charge	No Charge		12-Oct-22
Compost (CY) - Residential	\$4.00	\$4.00		12-Oct-22
Compost (CY) - Commercial	\$4.00	\$4.00		12-Oct-22
Loam (30 gallon barrel)	\$2.58	\$2.58		
Loam (CY) - Residential	\$16.28	\$16.28		
Loam (CY) - Commercial	\$16.28	\$16.28		
Clean Fill	No Charge for large quantity			



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

MEETING DATE: 9/10/2024

Agenda Item	Public Hearing: Application for New All-Alcohol Restaurant License – Poet King Restaurant Group, LLC dba The Hungry Coyote
Presenter(s)	Nezahualcoyotl Leon – Applicant Leona Leon – Proposed Manager of Record

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Poet King Restaurant Group, LLC dba The Hungry Coyote has applied for a new Section 12 Restaurant, All Alcohol Beverages License at 1185 Highland Avenue, Needham with Leona Leon as the proposed Manager of Record. A public hearing has been scheduled relative to Massachusetts General Law Chapter 138, Sections 12 and 16C.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motions: Provided Under Separate Cover	
3.	BACK UP INFORMATION ATTACHED
1. Receipt of Filing Payment to ABCC 2. Monetary Transmittal Form 3. New Retail Application 4. Manager Application 5. Vote of Entity 6. Business Structure Documents 7. Legal Right to Occupy 8. Floor Plan 9. Abutters List 10. Advertisement Other required documents on file in Office of the Town Manager.	

YOUR RECEIPT >>

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

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail

Address 1: 95 Fourth Street, Suite 3

City: Chelsea

State: Massachusetts

Zip: 02150

Payment On Behalf Of

First Name: Nazahualcoyotl

Address 1: 1185 Highland ave

City: Needham

Last Name: Leon

State/Territory: MA

Zip: 02492

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Poet King Restaurant Group LLC dba Hungry Coyote	\$200.00

Receipt Date: 7/29/2024 4:48:17 PM EDT

Invoice Number: 8cf4ba8b-485c-4c8a-807b-40a2e6490f01

Total Amount Paid: \$204.70

Billing Information

First Name Nazahualcoyotl

Last Name Leon

Address 1 1185 Highland ave

City Needham

State/Territory MA

Zip 02492

Email hungrycoyote1185ave@gmail.com

Credit / Debit Card Information

IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Monetary Transmittal Form**
- **New Retail Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Proof of Citizenship** for the proposed Manager of Record.
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following:
 - Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.



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

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

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME Poet King Restaurant Group LLC

ADDRESS 1185 Highland ave

CITY/TOWN NEEDHAM

STATE MA

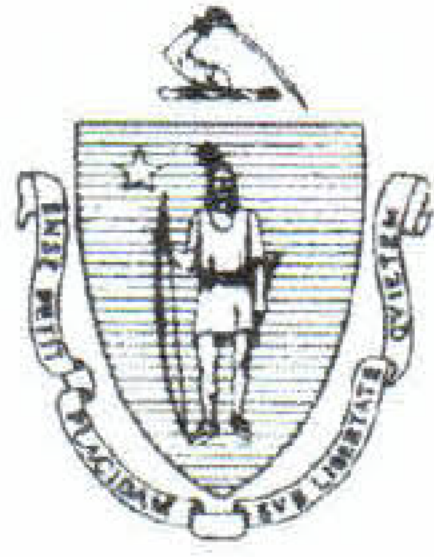
ZIP CODE 02494

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 | | ☐ Change of DBA |

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

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

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

The Hungry Coyote is more than just a restaurant; it's a celebration of Mexican culture and cuisine. We have created a lively, warm, and inviting space where our guests can enjoy delicious Mexican food in a setting that feels like a festive escape. With a bar area and comfortable dining tables, our restaurant is perfect for both casual meals and special gatherings. We are seeking approval to serve alcoholic beverages, including classic Mexican drinks like margaritas, tequila, and Mexican beers. Adding these beverages to our menu will perfectly complement.

Is this license application pursuant to special legislation? ☐ Yes ☒ No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name	POET KING RESTAURANT GROUP LLC	FEIN	832150172
DBA	Hungry Coyote	Manager of Record	Nezahualcoyotl Leon
Street Address	1185 HIGHLAND AVE,NEEDHAM, MA, 02494		
Phone	REDACTED		
Alternative Phone		Website	https://mexicanhungrycoyote.com/

3. DESCRIPTION OF PREMISES

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

The proposed premises for licensing is a single-floor restaurant located at 185 Highland Avenue, Needham, MA, encompassing approximately 2,142 square feet. The interior layout includes a front entry area, a dining section with seating for 54 patrons, a centrally located kitchen, a bar area, and two restrooms situated towards the rear. Additionally, the premises features a dishwashing station and a storage area at the back. There are no outdoor areas included in the licensed.

Total Square Footage:	2142	Number of Entrances:	2	Seating Capacity:	54
Number of Floors	1	Number of Exits:	3	Occupancy Number:	54

4. APPLICATION CONTACT

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

Name:	Nezahualcoyotl Leon	Phone:	REDACTED
Title:	Owner	Email:	REDACTED

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	10-09-2018
State of Incorporation	Massachusetts	Is the Corporation publicly traded? ☐ Yes ☒ No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Nezahualcoyotl Leon			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	100	☒ 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

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

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. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Jay Pfeifer

Landlord Phone

Landlord Email

Landlord Address 10 Newbury st, Boston, MA, 02116

Lease Beginning Date 08/01/2019

Rent per Month 8044.29

Lease Ending Date 05/01/2029

Rent per Year 96531.48

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	9800
C. Other * (Please specify below)	1500
D. Total Cost	11300

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
POET KING RESTAURANT GROUP LLC	11300
Total:	11300

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.
			☐ 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.

The funds required for this application, amounting to \$11,300, will be taken from the business bank account of Poet King Restaurant Group LLC. These funds are available and will be allocated specifically for inventory purchases and the legal fees associated with the preparation and submission of this application.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name

Date of Birth

SSN

Residential Address

Email

Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
08/2019	Current	Manager	POET KING RESTAURANT GROUP LLC	Nezahualcoyotl Leon

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
04/2022	POET KING RESTAURANT GBC	MA	NEEDHAM	Manager wasn't working enough hours.

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

11. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 11.

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

--

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

11A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

☐ Yes ☐ No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

11F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

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

of Poet King Restaurant Group 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:

NEZAHUALCOYOTL LEON

Date:

09/04/2024

Title:

Owner

ENTITY VOTE

The Board of Directors or LLC Managers of

Poet King Restaurant Group LLC

Entity Name

duly voted to apply to the Licensing Authority of

NEEDHAM, MA,

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

08/13/2024

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

Nezahualcoyotl Leon

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

Leona Leon

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,

Nezahualcoyotl Leon

Corporate Officer /LLC Manager Signature

Nezahualcoyotl Leon

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

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

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

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
N/A				

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

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

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

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

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

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

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

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

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ 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

INDENTURE OF LEASE

1. PARTIES

Philnorstan Realty LLC, a Massachusetts limited liability company, **Landlord**, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Poet King Restaurant Group LLC, a Massachusetts limited liability company, 838 Great Plain Avenue, Needham, MA, 02492, **Tenant**, which expression shall include its heirs, successors, executors, administrators and assigns where the context so admits.

2. PREMISES

The **Landlord** demises and the **Tenant** hereby leases the following described premises which is deemed to be approximately 2,500 square feet of space, known as and numbered 1185 Highland Avenue, Needham, MA 02492 as more particularly shown on the plans attached hereto (hereinafter referred to as the "premises"), together with the right to use in common with others, the parking area situated behind the property known as and numbered 1183-1189 Highland Avenue, Needham, MA, and as shown on the plan marked Exhibit A & B attached hereto (hereinafter referred to as the "Building"). There is specifically reserved unto **Landlord** those utility lines, including sprinkler lines, if any, located in the premises and for these purposes there is also reserved unto **Landlord** the right of access in and through such portions of the premises in order to repair, replace and maintain such utility facilities. THE PREMISES ARE LEASED "AS IS" AND "WHERE IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND IN PARAGRAPH 51.

3. COMMENCEMENT DATE AND TERM

The Lease and all its terms and conditions herein, shall commence on the day that the **Tenant** and **Landlord** have signed the Lease (the "Execution Date"). The **Tenant** shall have a period of time, one hundred eighty-one (181) days, beginning with the Execution Date, in which to obtain all necessary permits required to operate from the Premises (the "Initial Application Period"). Once the **Tenant** receives the aforementioned approvals and the Initial Application Period or the Extended Application Period (as hereinafter defined, and together with the Initial Application Period, the "**Application Period**") as applicable, have expired, then the term of the Lease shall run from the Execution Date of the Lease up to the expiration date of the Application Period, and any remaining days of the within month (the "Lease Commencement Date"), plus five (5) years. The parties agree, by separate letter, to memorialize the commencement and expiration dates of the Lease.

Upon Execution of the Lease the **Tenant** shall be entitled to an abatement of Base Rent (as hereinafter defined) during the Application Period, as applicable.

To ensure payment of **Tenant's** rental obligation in the event that the **Tenant** does not receive its permits during the Initial Application Period, the **Tenant** shall be required to prepay to the **Landlord** Base Rent for the Initial Application Period in the amount of Thirty-Three Thousand Nine Hundred Ninety-Nine and 96/100's (\$33,999.96) Dollars (the "**Base Rent Deposit**").

In the event Tenant procures its permits within the Initial Application Period, then any and all unused per diem charges with respect to the Base Rent Deposit shall be applied to Tenant's rental obligations.

In the event **Tenant** does not receive its approvals as aforesaid within the Initial Application Period, then the Lease shall be declared null and void and neither party shall have any further recourse to the other. Save that the **Tenant** shall be required to pay to the **Landlord** a per diem charge based on the year 1 Base Rent (as hereinafter defined) for each day of the period between the Execution Date and termination of the Initial Application Period. Any unused portion of the Base Rent Deposit shall be returned to Tenant within ten (10) days of such termination.

The Security Deposit which will be deposited with the **Landlord** upon Lease execution will be returned, to **Tenant** within ten (10) days of such termination provided the premises has been left in a similar condition to that which existed on the Execution Date, reasonable wear and tear expected.

If **Tenant** has not obtained its required permits within the Initial Application Period, the **Tenant** shall have the right to extend the Initial Application Period by (30) thirty days (the "Extended Application Period"), by notifying the **Landlord** in writing, prior to the expiration of the Initial Application Period. The extension shall require a non-refundable deposit of one month's rent in the amount of Five Thousand Six Hundred Sixty-Six and 66/100's (\$5,666.66) Dollars. Should **Tenant** procure its additional permits before the expiration of the Extended Application Period, any and all unused per diem charges shall be applied to **Tenant's** rental obligations. In the event **Tenant** does not obtain the additional permits as hereinabove set forth, then the Lease shall be declared null and void and neither party shall have further recourse to the other and the prepaid Security Deposit shall be forthwith refunded to **Tenant** within ten (10) days of such Termination.

4. BASE RENT AND RENT COMMENCEMENT DATE

The **Tenant** shall pay to the **Landlord** Base Rent at the rate of Sixty-Eight Thousand (\$68,000.00) Dollars per year, ("Base Rent") payable in advance in monthly installments of Five Thousand Six Hundred Sixty-Six and 66/100's (\$5,666.66) Dollars, for the first year of the term. During the remainder of the Term, Base Rent shall be due and payable according to the following schedule:

YEAR	ANNUALLY	MONTHLY
2	\$73,000.00	\$6,083.33
3	\$76,500.00	\$6,375.00
4	\$79,590.60	\$6,632.55
5	\$81,182.40	\$6,765.20

Tenant's obligation to pay rent begins upon expiration of the Initial Application Period or Extended Application Period, as applicable (the "Rent Commencement Date").

Tenant's obligation to pay the monthly rent arises on the first day of each month as provided above. The **Tenant** shall be required to pay a late fee equal to five percent (5%) of the monthly rent for any payment postmarked after the fifth day of the month in which it is due. All rent and the proportionate share of any increase in real estate taxes and operating expenses, and all other charges relating to **Tenant's** obligations under the Lease (including but not limited to, reasonable attorney's fees, other costs of collection, or costs incurred by the **Landlord** arising from a default of the **Tenant's** obligations under this Lease) shall constitute rent due and payable under this Lease. Fixed and additional rent shall be paid by **Tenant** to **Landlord** without offset or deduction, except as otherwise herein expressly provided. Rent as defined in this paragraph may be recovered in any legal action brought by the **Landlord**, including, without limitation, an action to evict the **Tenant** under Massachusetts General Laws.

5. SECURITY DEPOSIT

Upon the execution of this Lease, the **Tenant** shall pay to the **Landlord** the amount of Eleven Thousand Three Hundred Thirty-Three and 32/100's (\$11,333.32) Dollars, which shall be held as security for the **Tenant's** performance as herein provided and refunded to the **Tenant** at the end of this lease or any extensions thereto, subject to the **Tenant's** satisfactory compliance with the conditions hereof. The **Landlord** may use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or other payment due **Landlord** hereunder or other sum which the **Landlord** may expend or incur by reason of the **Tenant's** default in any of the terms of this lease, including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiencies accrued before or after summary proceedings or other re-entry by the **Landlord**. If all or any part of the Security Deposit is applied to an obligation of **Tenant** hereunder, **Tenant** shall immediately upon the written request by **Landlord** restore the Security Deposit to its original amount.

6. REAL ESTATE TAX ADJUSTMENT AND INSURANCE ADJUSTMENT

A. The **Tenant** shall pay to the **Landlord** as additional rent 26%, Pro-Rata Share, of the real estate taxes, including municipal betterments levied against the land and building, of which the premises are a part and which notice shall contain a copy of the then current real estate tax bill. This adjustment shall be prorated should this Lease terminate before the end of any fiscal year. The **Tenant** shall make payment of such tax adjustment amount as follows. Beginning with the **Rent Commencement Date**, and on the first day of each month thereafter, the **Tenant** shall pay, monthly, one twelfth (1/12th) of the total tax adjustment payment attributable to these premises for the then current tax fiscal year. Until notice from **Landlord** of the then real estate tax liability (and which notice shall contain a copy of the current real estate tax bill), each such monthly payment shall be based upon the monthly tax adjustment payment for the previous

twelve (12) month period, with an appropriate adjustment in each case after the actual tax bill for such tax fiscal year is received by **Landlord**.

B. The **Tenant** shall pay to the **Landlord** as additional rent 26%, Pro-Rata Share, of the premium charged to **Landlord** for fire, extended coverages, boiler and machinery, public liability, and other physical damage coverages carried by **Landlord** for the Building, of which the premises are a part and which notice shall contain a copy of the then current insurance premium bill. This adjustment shall be prorated should this Lease terminate before the end of any lease year. Beginning with the **Rent Commencement Date**, and on the first day of each month thereafter, the **Tenant** shall pay, monthly, one twelfth (1/12th) of the total insurance adjustment attributable to these premises for the then current year. Until notice from **Landlord** of the then insurance premium each such monthly payment shall be based upon the monthly insurance payment installment for the previous twelve (12) month period, with an appropriate adjustment in each case after the actual insurance bill for the current year is received by **Landlord**.

7. PEST CONTROL

During the term of this Lease or any extensions thereto, the **Tenant** shall be required to contract with A-1 Exterminator at competitive market rates, or other certified pest control company that **Landlord** from time to time may reasonably select, to service the premises and rubbish storage area on a bi-monthly basis, or more frequently if needed.

8. UTILITIES AND OTHER BUILDING SERVICES

During the entire term of the Lease and any extensions thereto, the **Tenant** shall provide and shall pay for all of its utilities, including but not limited to gas, electricity, hot and cold water and sewer charges. **Tenant** shall maintain sufficient heat in the premises to prevent the pipes therein from freezing.

The **Landlord** shall maintain the roof, structural elements and common systems of the Building in good, operable condition, except for reasonable wear and tear, damage by the **Tenant**, and damage by fire and other casualty or taking by eminent domain shall be controlled by other provisions of this Lease.

Landlord reserves the right from time to time, without unreasonable interference with **Tenant's** permitted use of the premises and upon, at least 24 hours prior written notice: (a) to install, use, maintain, repair, replace and relocate for service to the premises and other parts of the Building, or either, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the premises or Building, and (b) to alter or relocate any other common facility, provided such repair and maintenance is promptly commenced and pursued to completion.

In the event the Landlord or **Tenant** fails to so maintain the applicable elements of the premises and the Building after twenty one (21) days prior written notice from the other party, or such other period of time as may be reasonable to perform such repair or maintenance, provided such party promptly commences and diligently pursues same to completion, the other party may

perform such maintenance or repair, and the other party that failed to so maintain the applicable elements of the premises and/or Building shall pay the costs incurred by the other party within ten (10) business days upon receipt of invoice.

9. RUBBISH REMOVAL

The **Tenant** shall provide and pay for its own rubbish storage and removal. In connection herewith the **Tenant** shall be allowed to store a dumpster outside the premises, in an area designated by the **Landlord** and as more particularly shown on the attached Exhibit B. The **Tenant** shall maintain the area around the dumpster, keeping it free and clear of debris. Notwithstanding anything to the contrary, the **Landlord** may, for economic as well as sanitary reasons, handle the trash removal for the Building of which the premises are a part. In such event the **Tenant** would pay, monthly, its share of the cost of this service to be provided by the **Landlord**. In connection herewith, the **Tenant** shall conform with the reasonable rules and regulations established by the **Landlord** relating to the rubbish removal. **Tenant** shall defend, indemnify, and hold harmless the **Landlord** from any and all liability and claims arising from the **Tenants** mishandling of its rubbish.

10. USE OF THE PREMISES

Tenant shall have the right to use the Premises for purposes of an eat-in/take-out restaurant selling and preparing Mexican food and related fare.

11. FIRE INSURANCE

The **Tenant** shall not permit any use of the premises which would suspend or void any insurance or create an additional risk on the property of which the premises are a part or on the contents of said property or which shall be contrary to any law or regulation from time to time established by any state, municipal, government, or insurance industry rule making authority. **Tenant** shall pay any increased insurance costs incurred by **Landlord** by reason of **Tenant's** breach of any of the covenants set forth in the foregoing sentence. Further the **Tenant**, at its expense, shall take all measures necessary to comply with the requirements of **Landlord's** insurance carrier.

12. TENANT'S MAINTENANCE OF PREMISES

The **Tenant** shall keep the premises in a neat, clean, sanitary condition and shall keep in reasonably good repair, subject to normal wear and tear, the following portions of the premises: the entire interior of the premises including non-structural walls and ceilings; all plumbing, drains, hot water tanks, door locks, electrical, alarm systems, lighting fixtures and light bulbs, water, air conditioning*, ventilating, heating, and the wiring, pipes, motors and fixtures exclusively used in connection therewith; replacement of all glass; the exterior and interior portions of all doors and windows, moldings and frames and floor coverings. For purposes herein repair shall be deemed to include replacement where necessary. **Tenant** shall pay at its own expense all repairs, maintenance and alterations of **Tenant's** installed fixtures or improvements and utilities. With respect to **Tenant's** obligations to maintain the HVAC system see Section 46.

13. ALTERATIONS-ADDITIONS

Tenant shall not make any structural alteration or addition to the premises or alterations, which would affect any Building system or materially change the appearance or quality of the premises without **Landlord's** prior written consent. The **Tenant** shall not make any non-structural alterations or additions to the premises without the **Landlord's** prior consent thereto in writing, which consent shall not be unreasonably withheld or delayed. **Tenant** may make non-structural alterations up to \$10,000 in each instance without **Landlord's** consent but with prior notice to **Landlord**. All such allowed alterations shall be performed in a good and workmanlike manner at **Tenant's** expense and shall be in quality at least equal to the present construction.

14. ASSIGNMENT-SUBLEASING

Tenant shall not assign, sublet, mortgage, pledge, encumber or otherwise transfer (collectively referred to as "Transfer") this Lease or its rights hereunder without **Landlord's** prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, subject to the other terms and provisions of this Section 14. **Landlord** shall not unreasonably withhold or delay its consent to an assignment to an entity purchasing all of **Tenant's** business, assets and liabilities or merging or consolidating with **Tenant**, so long as such surviving entity has a net worth equal to the greater of (i) the net worth of **Tenant** on the date of this Lease or (ii) the net worth of **Tenant** on the date of such transfer. Notwithstanding such Transfer, **Tenant** and Guarantors under the Lease shall remain liable to **Landlord** for the payment of all rent and for the full performance of the covenants and conditions of this Lease. Without limiting the foregoing, **Landlord** and **Tenant** agree that **Landlord** may withhold its consent to any proposed Transfer to a transferee ("Transferee") who, or is not deemed by **Landlord** in its reasonable business judgment, to be an acceptable credit risk. In addition, if required in the **Landlord's** reasonable judgment, any Transferee shall, by valid written instrument, expressly assume for itself and its successors and assigns, and for the benefit of **Landlord**, all of the obligations of **Tenant** under this Lease.

Any request by **Tenant** for **Landlord's** consent to a Transfer shall include (i) the name of the proposed Transferee; (ii) the nature of its business and proposed use of the Premises; (iii) complete information as to the financial condition and standing of the proposed Transferee; and (iv) the terms and conditions of the proposed transfer. **Tenant** shall promptly supply such additional information about the proposed Transfer and Transferee as the **Landlord** reasonably requests. **Landlord** shall also have the right to meet and interview the proposed Transferee.

In the event the **Landlord** consents to such Transfer any rent to be paid by the Transferee which is in excess of the rent set forth in the Lease, shall be shared equally between the **Tenant** and the **Landlord**, after deduction of reasonable expenses of subletting such as brokerage commissions. For purposes of this grammatical paragraph, the term "rent" shall mean all fixed rent, additional rent or other payment and/or consideration payable hereunder or in connection with such assignment or sublease, as applicable.

Landlord shall advise **Tenant** in writing whether or not it consents to a proposed Transfer within ten (10) days of receiving **Tenant's** request for such consent and such accompanying information. In the event such consent is withheld, **Landlord** shall specify in writing the reasons therefore in detail.

Any transfer consented to herein shall not release the **Tenant** or Guarantor from its obligations of the Lease.

Consent by **Landlord**, whether express or implied, to any Transfer shall not constitute a waiver of **Landlord's** right to prohibit any subsequent Transfer.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the **Tenant's** interest in the Lease by operation of law.

Tenant shall reimburse **Landlord** for its reasonable, out-of-pocket legal and other expenses in connection with any request for consent under this Section 14.

15. SUBORDINATION; NOTICE TO MORTGAGEE

This Lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the premises are a part and the **Tenant** shall, when reasonably requested, promptly execute and deliver such commercially reasonable written instruments as shall be necessary to show the subordination of this Lease to said mortgages, or other such instruments in the nature of a mortgage, and **Landlord** shall use reasonable efforts to simultaneously obtain from the holder of any such instrument an agreement, in such holder's customary form, running to the **Tenant** whereby such holder has agreed, in the event of a foreclosure of said lien not to disturb the **Tenant** hereunder so long as the **Tenant** is not in default of the Lease. Notwithstanding the foregoing to the contrary, in no event shall **Tenant** be required to submit **Tenant's** financial statement(s).

No act or failure to act on the part of **Landlord** which would entitle **Tenant** under the terms of this Lease, or by law, to be relieved of **Tenant's** obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) **Tenant** shall have first given written notice of **Landlord's** act or failure to act to **Landlord's** mortgagees of record, if any, of whom **Tenant** has received written notice specifying the act or failure to act on the part of **Landlord** which could or would give basis to **Tenant's** rights; and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter (including a reasonable time to obtain possession of the mortgaged premises if the mortgagee elects to do so); but nothing contained in this Section 15 shall be deemed to impose any obligation on any such mortgagees to correct or cure any condition.

16. LANDLORD'S ACCESS

Except in cases of an emergency (in which case no prior notice shall be necessary), the **Landlord** or agents of the **Landlord** may, at reasonable times and upon at least 24 hours prior notice, and only when accompanied by a representative of **Tenant** enter to view the premises and make repairs and alterations as **Landlord** should elect to do and may show the premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the premises a notice for letting or selling the premises or property of which the premises are a part and keep the same so affixed without hindrance or molestation.

17. INDEMNIFICATION AND LIABILITY

Tenant shall defend, indemnify, and hold harmless the **Landlord** and its employees from and against any and all liability, claims, damages, losses, or expenses, arising out of (i) the **Tenant's** or its employee's, agent's, contractor's, or invitee's operations, actions, conduct or omissions except to the extent caused by the negligence or willful misconduct of **Landlord**, its agents, employees or contractors or (ii) **Tenant's** breach of this Lease. All of the **Tenant's** goods, effects and property shall be upon the premises at the sole risk and expense of **Tenant** and in no case shall **Tenant** make any claim against **Landlord** for any loss or damage thereto however caused. **Landlord** acknowledges mutual indemnification pursuant to this section.

18. INSURANCE

Tenant agrees to maintain in full force from the **Lease Commencement Date** throughout the Lease term and thereafter so long as **Tenant** is in occupancy of any part of the Premises, a policy of Commercial General Liability Insurance with the broad form coverage. The minimum limits of such insurance shall be \$1,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury Liability (including death) and Property Damage Liability.

The policy shall also include but shall not be limited to the following extensions of coverage:

- (i) Contractual Liability, covering **Tenant's** liability assumed under this Lease; and
- (ii) Personal Injury Liability in the amount of \$1 million annual aggregate, expressly deleting the exclusion relating to contractual assumptions of liability.

Tenant further agrees to maintain a Workers' Compensation and Employers' Liability Insurance policy. The limits of liability as respects Employers' Liability coverage shall be no less than \$100,000 per accident.

Except for Workers' Compensation and Employers' Liability coverage, the **Tenant** agrees that the **Landlord** (and other such persons as are in privity of the estate with **Landlord** as may be set out in notice from time to time) is named as additional insureds. Further, all policies shall be non-cancelable and non-amendable with respect to **Landlord** and **Landlord's** said designees without thirty (30) days' prior notice to **Landlord**. A duplicate original or a Certificate of Insurance evidencing the above agreements shall be attached hereto and delivered herewith to **Landlord**. Additional insureds presently shall be Philnorstan Realty LLC and Copley Investments Companies as managing agent for Philnorstan Realty LLC.

Landlord reserves the right to reasonably require additional coverage or to increase limits as industry standards change, so long as such additional coverage is then customarily required by **Landlords** in the Greater Boston area.

Tenant shall maintain during the term and thereafter so long as **Tenant** is in occupancy of any part of the premises, all risk property insurance including theft and sprinkler leakage coverage on all of **Tenant's** trade fixtures, furniture, inventory and other personal property in the premises, and on any alterations, additions, or improvements made by **Tenant** upon the premises all for the full replacement costs thereof. **Tenant** shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory and other personal property and for the restoration of **Tenant's** improvements, alterations, and additions to the premises.

Tenant shall pay before delinquent all taxes, which may be imposed upon personal property (including without limitation, trade fixtures and equipment) in the premises to whomever assessed if failure to pay would result in a lien on the Property.

19. FIRE, CASUALTY-EMINENT DOMAIN

Should a substantial portion (greater than 35%) of the premises, or a substantial portion (greater than 35%) of the Building of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the **Landlord** may elect to terminate this Lease. The **Tenant** may elect to terminate this Lease if:

- (a) The **Landlord** fails to give written notice within forty-five (45) days of its intention to restore the premises, or
- (b) The **Landlord** fails to restore the premises to a condition substantially suitable for their intended use within four (4) months of the date that **Landlord** notified **Tenant** of its intention to restore the premises.
- (c) If a substantial portion (greater than 35%) of the premises is taken by eminent domain.

When such fire, casualty, or taking renders the premises substantially unsuitable for **Tenant's** intended use, a just and proportionate abatement of rent shall be made. The **Landlord** reserves, and the **Tenant** grants to the **Landlord**, all rights which the **Tenant** may have for damages or injury to this premises for any taking by eminent domain, except for damage to the **Tenant's** fixtures, property, or equipment and relocation costs and business loss.

20. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The **Tenant** shall default in the payment of any installment of rent or any other sum herein specified if such default shall continue for ten (10) days after receipt of written notice from **Landlord** that said payment is due; or

(b) The **Tenant** shall default in the observance or performance of any other of the **Tenant's** covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, or in the event such default shall require more than thirty (30) days to be cured, if the **Tenant** shall not within such period commence to cure such default, and thereafter, with due diligence, prosecute the curing of such default to completion, but in no event shall such default continue for more than one hundred twenty (120) days in the aggregate; or

(c) **Tenant** or any guarantor of any of **Tenant's** obligations under this Lease admits in writing that it is not paying its debts as such debts become due, becomes insolvent, files or has filed against it (and in the case of an involuntary petition such is not dismissed within sixty (60) days after the filing) a petition under any chapter of the U.S. Bankruptcy Code (or any similar petition under any insolvency law of any jurisdiction), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of **Tenant** or such guarantor which appointment remains unvacated or unstayed for a period of thirty (30) days, then the **Landlord** shall have the right thereafter, to reenter and take complete possession of the premises, to declare the term of this Lease ended, and remove the **Tenant's** effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The **Tenant** shall indemnify the **Landlord** against all loss of rent and other payments, which the **Landlord** may incur, by reason of such termination during the residue of the term. All rent, utility charges, taxes, and all other charges (including, but not limited to, reasonable attorneys fees, other costs of collection, or costs incurred by the **Landlord** arising from a default of the **Tenant's** obligations under this Lease) shall constitute rent due and payable under this Lease. **Landlord** agrees to use reasonable efforts to re-let the premises. If the **Tenant** shall default, after reasonable notice thereof (except in the event of an emergency or when necessary to prevent damage to property or injury to persons, in which case no notice shall be necessary), in the observance or performance of any condition or covenants on **Tenant's** part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the **Landlord**, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the **Tenant**. In the event of a **Tenant** default, if the **Landlord** makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to the **Landlord** by the **Tenant** as additional rent.

In no event shall **Landlord** seek to accelerate rent upon **Tenant's** default.

21. NOTICE AND SERVICE OF PROCESS

Any and all notices from the **Landlord** to the **Tenant** relating to the premises or to the occupancy thereof, shall be in writing and effective upon receipt. All notices shall be sent by (i) registered or certified mail, return receipt requested, postage prepaid, or (ii) a reputable national overnight courier service with receipt therefore, or (iii) hand. Any notice from the **Tenant** to the

Landlord relating to the premises or to the occupancy thereof shall be addressed to the **Landlord** at 10 Newbury Street, Boston, MA 02116. Any notice from **Landlord** to **Tenant** shall be addressed to **Tenant** at the Premises.

All rent and notices shall be paid and sent to the **Landlord** at 10 Newbury Street, Boston, MA 02116.

22. SURRENDER

The **Tenant** shall at the expiration or other termination of this Lease remove all **Tenant's** goods and effects from the premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the **Tenant**, either inside or outside the premises). **Tenant** shall deliver to the **Landlord** the premises and all keys, locks thereto. At the request of the **Landlord**, the **Tenant** shall remove all alterations, improvements and additions made to or upon the premises. In the event of the **Tenant's** failure to remove any of the **Tenant's** property (including trade fixtures such as sinks and shelving) from the premises, **Landlord** is hereby authorized, without liability to **Tenant** for loss or damage thereto, and at the sole risk of **Tenant**, to remove and store any of the property at **Tenant's** expense, or to retain same under **Landlord's** control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

23. HOLDOVER

If the **Landlord** and **Tenant** have not reached a prior agreement, and the **Tenant** remains in the premises beyond the expiration of this Lease, such holding over shall not be deemed to create any tenancy, but the **Tenant** shall be a **Tenant** at Sufferance only, at a daily rate equal to one and one half (1 - ½) times the rent and other charges under this Lease. However, all conditions of this Lease to be performed by **Tenant** shall continue in force.

24. MUTUAL WAIVER OF SUBROGATION

So long as their insurers so permit, **Landlord** and **Tenant** hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty to the extent such loss or damage is covered by insurance actually carried or would have been covered by insurance required to be carried hereunder (whether or not such required insurance is actually carried), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

25. TRADE FIXTURES AND EQUIPMENT

Any trade fixtures or equipment (as opposed to real estate fixtures) installed in or attached to the premises by and at the expense of **Tenant** and all other property of **Tenant** which was personal property prior to its installation, shall remain the property of **Tenant** and **Tenant** shall have the right, at any time, to remove same. However, the **Tenant** shall promptly repair in a workmanlike

manner any damage resulting from such removal, shall plug or close in an approved manner any connection to sources of gas, air, water, electricity or heat or to cooling ducts and shall do whatever is reasonably necessary so as to leave the premises in a reasonable condition as a result of such removal.

26. OPTION TO EXTEND

Provided there is no existing uncured default on the date of exercise and on the first day of the extension term, the **Tenant** shall have the option to extend the term hereof without the need of a new instrument for two (2) five (5) year terms, by automatic renewal. Tenant must notify the **Landlord** in writing, twelve (12) months prior to the expiration of the current term, of its election to terminate the Lease.

The annual rent for the extended term, reserved in this Lease, and payable hereunder, shall be at fair market value:

- i. The **Landlord** and **Tenant** shall arrive at a market rent for the extended term.
- ii. In the event the parties shall be unable to agree upon a market rent within thirty (30) days following the date when **Tenant** shall have exercised such option, then the market rent shall be determined by arbitration for the fair market value of the premises by three (3) arbitrators, one chosen by the **Landlord**, one chosen by the **Tenant** and a third chosen by the two so chosen, and in accordance with rules and procedures set forth by the American Arbitration Association, or its successor/ substitute body. Each of the arbitrators shall be members of the American Institute of Real Estate Appraisers. The expense of arbitration shall be shared equally by **Landlord** and **Tenant** and the decision of the arbitrators shall be final and binding upon the parties.
- iii. In no event shall the annual rent for any year of the extended term, be less than the annual rent for the preceding year.

27. ACTS OF GOD

With the exception of payments of fixed or additional rent, in any case where either party hereto is required to do any act, 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, unusually severe weather, or other causes beyond such parties 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.

28. SELF HELP

If **Tenant** shall default in the performance or observance of any agreement, condition or other provision in this Lease contained on its part to be performed or observed, and shall not cure such

default within the applicable cure and notice period herein specified, **Landlord** may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of the **Tenant** and the **Tenant** shall reimburse **Landlord** for any reasonable amount paid and any expense or contractual liability so incurred. **Landlord** may cure the default of the **Tenant** prior to the expiration of such waiting period if **Landlord** deems it is necessary to protect the real estate or interest of **Landlord** and other **Tenants** of **Landlord** thereon or to prevent injury or damage to persons or property. Any amount payable by **Tenant** to **Landlord** pursuant to the provisions of this provision shall be paid as part of and at the time for payment of the next installment of minimum rent thereafter coming due.

29. ESTOPPEL CERTIFICATES

(a) Within 30 days after each request by **Landlord**, **Tenant** shall deliver an estoppel certificate to **Landlord**. Estoppel certificates shall be in writing, shall be acknowledged, and shall be in proper form for recording. Each estoppel certificate shall be certified to **Landlord**, any Mortgagee, any assignee of any Mortgagee, any purchaser, or any other person specified by **Landlord**.

(b) Each estoppel certificate shall contain the following factual certifications and representations certified by the person or persons executing it on behalf of **Tenant**: (i) whether or not **Tenant** is in possession of the premises, (ii) whether or not this Lease is unmodified and in full force and effect (If there has been a modification of this Lease the certificate shall state that this Lease is in full force and effect as modified, and shall set for the modification), (iii) whether or not **Tenant** contends that **Landlord** is in default under this Lease in any respect, (iv) whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of **Landlord**, or any duty or obligation of **Tenant** (and if so, specify the same), (v) the dates, if any, to which any rent or charges have been paid in advance and (vi) such other matters as may be reasonably requested by **Landlord**. Notwithstanding the foregoing to the contrary, in no event shall **Tenant** be required to submit **Tenant's** financial statement(s).

30. RULES AND REGULATIONS

Tenant shall comply with the rules and regulations of the **Landlord** with respect to the Building and any rules and regulations as the **Landlord** may make from time to time, being in its reasonable judgment needful for the reputation, safety, care or cleanliness of the Building and premises, or the operation, maintenance or protection of the building and its equipment, or the comfort of tenants. **Landlord** shall have the right to change said rules and to waive in writing, or otherwise, any or all of said rules in respect of any one or more tenants, and **Landlord** shall not be responsible to **Tenant** for the non-observance or violation of any of said rules and regulations by any other **Tenant** or other person. The provision of the rules and regulations shall not be deemed to limit any covenant or provision of this Lease to be performed or fulfilled by **Tenant**. Such rules and regulations shall be uniformly enforced in a non-discriminatory manner against all ground floor **Tenants**. In the event of a conflict between the rules and regulation and the provisions of this Lease, the terms of this Lease shall control.

31. MECHANIC'S LIEN

Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the premises for labor and material furnished to **Tenant** in connection with work of any character performed or claimed to have been performed at the direction of **Tenant**. **Tenant** agrees promptly to discharge (either by payment or by filing of the necessary bond, or otherwise) and without cost to **Landlord** any mechanic's, material men's, or other lien against the premises and/or **Landlord's** interest therein, which lien may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the **Tenant**, in upon or about the premises.

32. QUIET ENJOYMENT

Landlord covenants and agrees with **Tenant** that **Tenant** on paying the fixed rent and additional rent and performing obligations of **Tenant** in this Lease, so long as no default beyond applicable cure periods shall exist, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the intended purpose as herein before provided, subject to the terms and provisions hereof.

33. PERSONS AND PROPERTY BOUND

The word "**Landlord**" wherever used herein shall comprehend and bind the **Landlord**, their successors and assigns and the word "**Tenant**" wherever used herein, shall comprehend and bind the **Tenant**, its successors and assigns or those in any manner claiming through or under said **Tenant**, in each and every case where the context so allows or admits and whether so expressed or not. **Tenant** hereby agrees for itself and each succeeding holder of **Tenant's** interest, or any portion thereof, hereunder, that any judgment, decree or award obtained against the **Landlord** or any succeeding owner of **Landlord's** interest, which is in any manner related to this Lease, the premises, or **Tenant's** use or occupancy of the premises or the common areas of the premises owned by the **Landlord**, whether at law or in equity shall be satisfied out of the **Landlord's** equity in the land and building to the extent then owned by the **Landlord** or such succeeding owner, and further agrees to look only to such assets and to no other assets of the **Landlord**, or such succeeding owner for satisfaction. The obligations of **Landlord** under this Lease do not constitute personal obligations of the members, trustees, individual partners, directors, officers or shareholders of **Landlord** or any constituent entity of **Landlord**, and **Tenant** shall not seek recourse against the members, trustees, partners, directors, officers or shareholders of **Landlord** or any constituent entity of **Landlord**, or any of their personal assets for satisfaction of any liability with respect to this Lease.

34. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties regarding the subject matter hereof, supersedes all oral statements and prior writing relating thereto and shall not be modified in any manner except by an instrument in writing executed by the parties.

35. COST AND EXPENSE

Wherever in this Lease provision is made for the doing of any act by any person, it is understood and agreed that said act shall be done by such person at its own cost and expense, unless a contrary intent is expressed.

36. WHEN LEASE BECOMES BINDING

Employees or agents of **Landlord** have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both **Landlord** and **Tenant**. All negotiations, considerations, representations and understandings between **Landlord** and **Tenant** are incorporated herein and may be modified or altered only by agreement in writing between **Landlord** and **Tenant**, and no act or omission of any employee or agent of **Landlord** shall alter, change or modify any of the provisions hereof.

37. ASSIGNMENT OF RENTS

With reference to any assignment by **Landlord** of **Landlord's** interest in this Lease, or the rents payable hereunder, conditioned in nature or otherwise, which assignment is made to the holder of the first mortgage on the premises, **Tenant** agrees that:

(a) the execution thereof by **Landlord**, and the acceptance thereof by the holder of such mortgage, shall never be deemed an assumption by such holder of any of the obligations of **Landlord** hereunder, unless such holder shall, by written notice sent to **Tenant**, specifically elect; and

(b) except as aforesaid, such holder shall be treated as having assumed **Landlord's** obligations hereunder only upon the foreclosure of such holder's mortgage or the taking of possession of the premises and its specific agreement to do so.

38. WAIVER

Failure on the part of either party to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be deemed to be a waiver by said party or any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by either party to or of any action by the other requiring said party's consent or approval shall not be deemed to waive or render unnecessary said party's consent or approval to or of any subsequent similar act by the other.

No payment by **Tenant**, or acceptance by **Landlord**, of a lesser amount than shall be due from **Tenant** to **Landlord** shall be treated otherwise than as a payment on account. The acceptance by **Landlord** of a check for a lesser amount, with an endorsement or statement thereon, or upon

any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and **Landlord** may accept such check without prejudice to any rights or remedies which **Landlord** may have against **Tenant**.

39. PARAGRAPH HEADINGS

The paragraph headings throughout this instrument are for the convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

40. GOVERNING LAW, VENUE, AND SERVICE OF PROCESS

This Lease, including the validity hereof and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Each of the parties hereto agrees that any action or proceeding brought to enforce the rights or obligations of any party hereto under this Lease may be commenced and maintained only in any court of competent jurisdiction located in the Commonwealth of Massachusetts. Each of the parties hereto further agrees that process may be served upon it by certified mail, return receipt requested, addressed as more generally provided in section 21 hereof, and consents to the exercise of jurisdiction over it and its properties with respect to any action suit or proceeding arising out of or in connection with this Lease or transactions contemplated hereby or the enforcement of any rights under this Lease.

41. PARTIAL INVALIDITY

If any provision of this Lease or portion of such provision of the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (including the remainder of such provisions) and the applications thereof to the persons or circumstances shall not be affected thereby.

42. TENANT AUTHORITY

Each person executing this Lease on behalf of **Tenant** does hereby covenant and warrant that (i) **Tenant** is duly incorporated and validly existing in the laws of its state of incorporation, organization or formation, (ii) **Tenant** has and is qualified to do business in Massachusetts, (iii) **Tenant** has full right and authority to enter into this Lease and to perform all **Tenant's** obligations hereunder, and (iv) each person signing this Lease on behalf of the **Tenant** is duly and validly authorized to do so.

43. WAIVER OF JURY TRIAL

Landlord and **Tenant** each hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with this Lease, the relationship of **Landlord** and **Tenant** and/or **Tenant's** use or occupancy of the premises.

44. BROKER

Landlord and **Tenant** each warrants and represents that it has not dealt with any broker in connection with the execution of this Lease. Each shall indemnify the other against the claims and demands of any broker arising out of this lease, including without limitation all costs and expenses in defending such claim, including reasonable attorney's fees if representation proves untrue.

45. SIGNAGE

Tenant shall have the right to erect and maintain throughout the term of this Lease and any extensions thereto, an exterior sign on the front of the Building, on the "sign band identifying **Tenant**, provided, (a) **Tenant** conforms with all ordinances of the Town of Needham or the appropriate local authority and, (b) the **Tenant** conforms with the **Landlord's** specifications. At the end of the term, the **Tenant** shall remove its sign and repair, in a workmanlike manner, any damage to the facade caused by the removal of its sign. **Tenant** may also add additional signage mounted on the inside of the glass within the premises.

46. HVAC EQUIPMENT

The HVAC system is currently in proper working order. Prior to occupancy, the **Landlord** shall have the HVAC unit serviced with a copy of the service report issued with the Lease. During the term of this Lease and any extensions thereto, **Tenant** shall be responsible for the maintenance, repair, and replacement of the HVAC equipment. **Tenant** shall be required to provide for at least semiannual inspections of the equipment and send copies of those invoices to the **Landlord**.

47. TENANT'S RENOVATIONS

In the event the **Tenant** shall renovate the premises it shall do so in accordance with plans and specifications first approved by the **Landlord**, which approval shall not be unreasonably withheld or delayed. **Tenant** represents and warrants that such plans are in conformity with all applicable building, fire, health and zoning laws or ordinances of the Town of Needham. After the plans have been completed by the **Tenant's** architect, **Tenant** shall obtain its permits and approvals required for construction of the renovations. After obtaining such permits and approvals, the **Tenant** agrees to commence renovations promptly and to proceed continuously with all due diligence so far as same is within **Tenant's** control, using new and first quality materials and done in a good and workmanlike manner. **Tenant** shall construct the renovations for the premises in accordance with the plans set forth above and, subject to the foregoing, shall complete the renovations as soon as possible. Before commencing construction, the **Tenant** shall furnish to **Landlord** satisfactory proof that the contractor doing the renovations has workmen's compensation insurance. Further, **Tenant** will not create or permit to be created on account of its acts, or of any mechanics', laborers', or material men's lien or otherwise which might be or become a lien, encumbrance, or a charge upon the premises because of the renovations. If any mechanics', laborers, or material men's liens shall at any time be filed against the premises, **Tenant**, within thirty (30) days after notice of the filing thereof, shall cause the same to be

discharged of record by payments, deposits, bond, order of a court of competent jurisdiction, or otherwise. Failure to discharge said liens shall constitute a default under the Lease.

48. LEGAL FEES

If either **Landlord** or **Tenant** shall commence any legal proceedings against the other with respect to any of the terms and conditions of this Lease, the non-prevailing party shall pay to the other all reasonable expenses of the litigation, including reasonable attorney fees as may be fixed by the court having jurisdiction over the matter.

49. SNOW / ICE REMOVAL

Tenant agrees to comply with all ordinances of the Town of Needham relative to the removal of ice and snow from the front and rear sidewalks appurtenant to the premises. This area in front is defined as the sidewalk extending along the frontage of the premises to the street curb. **Landlord** shall be responsible for the removal of snow and ice from the parking lot.

50. COMMON AREA MAINTENANCE

Tenant shall pay 26%, Pro-Rata Share, of the common area annual maintenance charges of every kind and nature paid or incurred by **Landlord** in operating, managing, equipping, policing, repairing, and maintaining the common areas (which includes the parking area and alley way). It is understood and agreed that capital expenditures in the nature of total repaving of the parking lot shall not constitute charges for which the **Tenant** is responsible hereunder, nor shall the **Tenant** pay any other capital charges. Beginning with the **Rent Commencement Date** of the Lease and each year thereafter, **Tenant** shall pay monthly, one twelfth of the yearly amount attributable to these premises for the previous year. At the end of each calendar year, the **Landlord** shall bill the **Tenant** for the actual charges incurred for the then current year and the **Tenant** shall either pay the extra amount owing or receive a refund for any excess amount paid. At the request of **Tenant**, **Landlord** shall substantiate the charges incurred referred to in this paragraph, as a condition of **Tenant's** obligation to pay same.

51. LANDLORD'S RENOVATIONS

Prior to the occupancy of the **Tenant**, the **Landlord**, at its cost, shall install a new 10-ton gas/electric HVAC unit servicing the Premises. No duct work will be installed, existing duct work will be left in place. The maintenance, repair, and or replacement of the HVAC unit will be the sole responsibility of the **Tenant**.

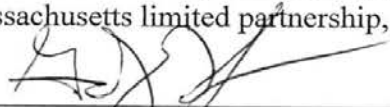
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the **Landlord** and **Tenant** have hereunto set their hands and common seals on November 12, 2018.

LANDLORD:

Philnorstan Realty LLC,
a Massachusetts limited liability company

By: Philnorstan Realty Limited Partnership,
a Massachusetts limited partnership, its Manager

By: 
Name: Gary B. Simon
Title: General Partner

TENANT:

Poet King Restaurant Group LLC,
a Massachusetts limited liability company

By: 
Name: Matthew A. Saiia
Title: Authorized Signatory

GUARANTY

FOR VALUE RECEIVED, and in consideration of the execution and delivery of the within Lease, dated November 12, 2018, by and between Philnorstan Realty LLC, as **Landlord**, and Poet King Restaurant Group LLC, as **Tenant**, ("the Lease"), Matthew A. Saiia (the "Guarantor") hereby unconditionally guarantees to **Landlord** the full performance and observance of all the covenants, conditions, rent charges, and agreements therein provided to be performed and observed by the **Tenant** during any current one (1) year period of the Lease only (the "Guaranty"). The Guaranty shall run from the date of any uncured event of default through the following twelve (12) month lease period only, provided, however, the Guarantor's obligations with respect to the Guaranty shall in no event exceed twelve (12) months in the aggregate.

The Tenant, its successors and assigns, expressly agrees that the validity of this agreement and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the granting by the **Landlord** of any indulgences to **Tenant** or by reason of the assertion by **Landlord** against **Tenant** of any of the rights or remedies reserved to **Landlord** pursuant to the provisions of the within Lease or by relief of the **Tenant** from any of **Tenant's** obligations under said Lease by operation of law or otherwise (including, but without limitation, the rejection of the said Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted); the undersigned hereby waive all suretyship defenses.

The Guarantor covenants and agrees that this guaranty shall remain and continue in full force and effect, only as to the initial five (5) year period of this Lease as and from the Rent Commencement Date and not as to any renewal, modification or extension of this Lease provided Tenant is not in default at the time of such, modification or extension and has not been in any prior default during the initial term that has not been cured or remedied within any applicable grace or cure period. The Guarantor further agrees that his liability under this Guaranty shall be primary, and that in any right of action which shall accrue to the **Landlord** under said Lease, the **Landlord** may, at its option, proceed against the Guarantor and the **Tenant**, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the **Tenant**.

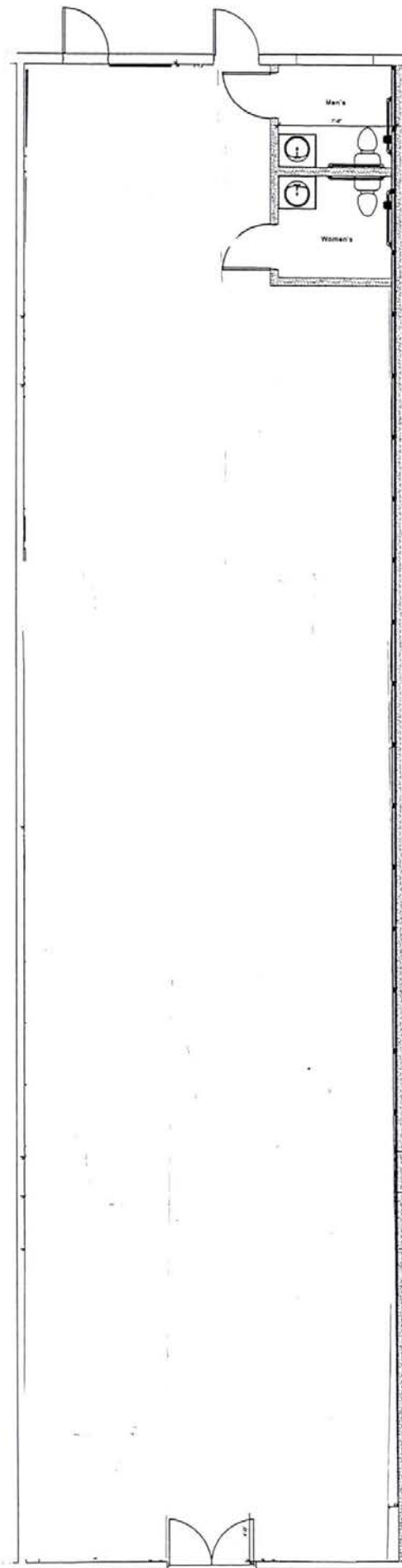
It is agreed that the failure of the **Landlord** to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the foregoing Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right; but the same shall continue and remain in full force and effect. Receipt of the rent by the **Landlord** with knowledge of the breach of any provisions of the foregoing Lease shall not be deemed a waiver of such breach.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the **Landlord**, and shall be binding upon the respective heirs, executors, administrators and assigns of the undersigned.

IN WITNESS THEREOF, the undersigned has caused this Guaranty to be executed on the
12 day of November 2018.



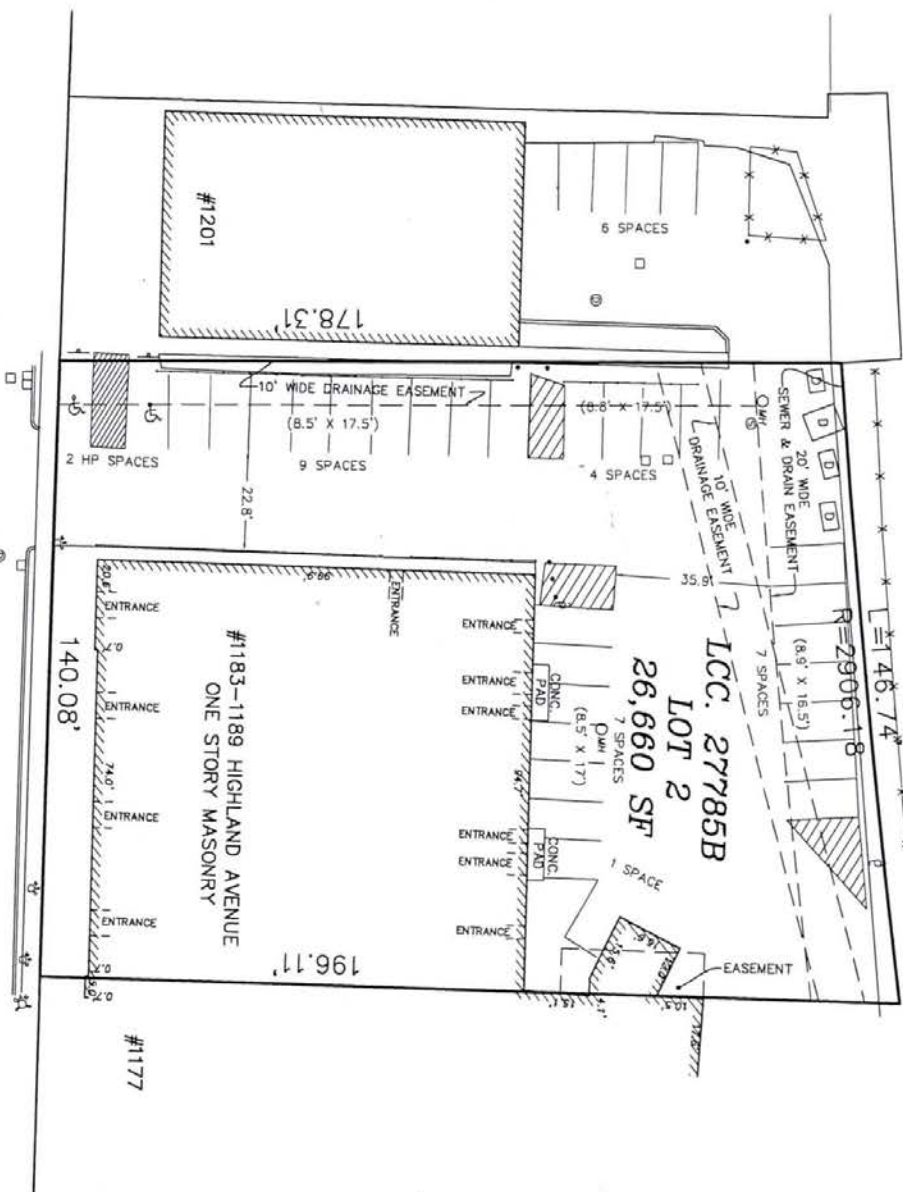
Matthew A. Saiia
838 Great Plain Avenue
Needham, MA 02492



1185 HIGHLAND AVENUE
EXHIBIT A



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY



HIGHLAND AVENUE

1185 HIGHLAND AVENUE
EXHIBIT B

LEGEND:

- ⊙ DRAIN MANHOLE
- ⊙ SEWER MANHOLE
- ⊙ MANHOLE
- CATCH BASIN
- ⊕ WATER SHUT OFF
- ⊕ UTILITY POLE
- ⊕ SIGN
- ⊕ BOLLARD
- ⊕ HANDICAP RAMP
- D DUMPSTER
- CONC. CONCRETE
- VOC VERTICAL GRANITE CURB
- CHAIN LINK FENCE LINE
- TIMBER GUARD RAIL

IN WITNESS WHEREOF, the parties have set their hands and seals, all on the day and year first above written.

Landlord:

Philnorstan Realty LLC,
a Massachusetts limited liability company

Tenant:

Poet King Restaurant Group, LLC
a Massachusetts limited liability company

By: Philnorstan Realty Limited Partnership,
A Massachusetts limited partnership, its Manager



Gary B. Simon, General Partner

Nezah Leon
Nezahualcoyotl Leon

LEASE EXTENSION AGREEMENT

This Agreement made in the Town of Needham, Norfolk County, Massachusetts, on this 05____ day of ____ may ____ 2024, by and between Philnorstan Realty LLC, as **Landlord**, Poet King Restaurant Group LLC, as **Tenant**, witnesseth:

WHEREAS, **Landlord** and **Tenant** entered into a lease dated November 12, 2018, (hereinafter referred to as "Lease") commencing on May 12, 2019 and terminating on May 31, 2024, for certain premises consisting of 2,500 square feet of space at 1185 Highland Avenue Needham, MA (the "Premises") in the building located at 1183-1189 Highland Avenue, Needham, Massachusetts (the "Building"); and

NOW, THEREFORE, in consideration of the mutual covenants herein contained in the Original Lease, each to the other party paid, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable considerations, it is mutually agreed as follows:

1. The **Landlord** leases to the **Tenant** and the **Tenant** leases from the **Landlord**, the Premises, in its "As Is" condition, for an additional five (5) year term commencing on June 1, 2024 and terminating on May 31, 2029.
2. The **Tenant** shall pay to the **Landlord** Base Rent at the rate of Eighty-One Thousand One Hundred Eighty-Two and 40/100's (\$81,182.40) Dollars per year, payable in advance in monthly installments of Six Thousand Seven Hundred Sixty-Five and 20/100's (\$6,765.20) Dollars, for the first year of the extended term. The Base Rent for the entire extended term shall be according to the following schedule:

YEAR	ANNUALLY	MONTHLY
1 Beginning 6/1/24	\$81,182.40	\$6,765.20
2 Beginning 6/1/25	\$81,182.40	\$6,765.20
3 Beginning 6/1/26	\$83,617.87	\$6,968.16
4 Beginning 6/1/27	\$86,126.41	\$7,177.20
5 Beginning 6/1/28	\$88,710.20	\$7,392.52

3. In all other respects the terms, NNN charges, covenants and conditions of the Lease shall remain in full force and effect.

**1185 HIGHLAND AVE
500 FEET**

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/052.0-0026-0000.0	MCLAUGHLIN, STEPHEN		56 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0006.0	COUGHLIN, PRISCILLA R. & WILLIAM C	PRC REALTY TRUST	7 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0010.0	HANDERHAN, JAMES H. &	HANDERHAN, VIRGINIA T	29 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0011.0	MCDONOUGH, BARRY R &	MCDONOUGH, MARY D	33 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0016.0	HOFFMEISTER, GEORGE W. JR. & CHRISTINE L. TRS.	HOFFMEISTER FAMILY TRUST	36 HIGHLAND CT UNIT 16	NEEDHAM	MA	02492-
199/053.0-0001-0029.0	FORMANEK, EDWARD W. & STORCH, GAIL S TRS	THE ED AND GAIL TRUST	29 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0033.0	TOPHAM, WILLIAM J. +	TOPHAM, VIRGINIA	7 HIGHLAND CT	NEEDHAM	MA	02494-
199/226.0-0028-0000.0	GELINAS, ROBERT G. &	GELINAS, GABRIELLE M	48 OAKLAND AVE	NEEDHAM	MA	02492-
199/052.0-0003-0000.0	SOUTH STREET 4414 HOLDINGS LLC		859 WILLARD ST STE 501	QUINCY	MA	02169-
199/053.0-0001-0003.0	FLANAGAN, CLARE L., TR &	FLANAGAN, WILLIAM H., JR TR	31 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0023.0	OCONNELL, CHARLES F &	OCONNELL, DOROTHEA M	45 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0026.0	STEVERMAN, ROBERT& MAUREEN S. TRS		23 HIGHLAND CT UNIT 26	NEEDHAM	MA	02492-
199/053.0-0001-0027.0	MOBLEY, RICHARD R. &	MOBLEY, NANCY ROSSITER	25 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0030.0	ZAFAR, KAVEH, TR		1 HIGHLAND CT	NEEDHAM	MA	02492-
199/226.0-0025-0000.0	WISE, COLIN T. +	WISE, SARA L	20 OAKLAND AVE	NEEDHAM	MA	02492-
199/052.0-0002-0000.0	THE PETRINI CORPORATION		187 ROSEMARY ST	NEEDHAM	MA	02492-
199/053.0-0001-0002.0	FALING, LEENDERT J. &	FALING, JUDITH R	33 HIGHLAND CT UNIT 2	NEEDHAM	MA	02492-
199/053.0-0001-0014.0	LEADER, BEVERLY W		43 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0017.0	LEE, ELIZABETH M		34 HIGHLAND CT, # 17	NEEDHAM	MA	02492-
199/053.0-0001-0031.0	CUNNINGHAM, ELLEN		3 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0034.0	PLOTNER, JAMES F. JR. &	PLOTNER, JANET F.	9 HIGHLAND CT	NEEDHAM	MA	02492-
199/226.0-0057-0000.0	PHILNORSTAN REALTY LLC		77 NEWBURY STREET, 4TH FL	BOSTON	MA	02116-
199/052.0-0021-0000.0	KOPPEL, DANIEL A. TR. &	KOPPEL, LORNA L. TR	86 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0022-0001.0	GUILLET, MEGAN &	MERLO, JONATHAN DAVID	80 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0023-0001.0	HALLGREN, HEATHER &	HALLGREN, ERIK	76 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0007.0	RAMRATH, FRANKA., TR		19 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0013.0	EICHHORN, GARY & JOAN TRS.	EICHHORN FAMILY 2016 REVOCABLE TRUST	935 GREAT PLAIN AVE PMB224	NEEDHAM	MA	02492-
199/053.0-0001-0020.0	SCOTT, SETON A. & AKINC, BRIDGET A. TRS.	JAMES E SCOTT FAMILY TRUST	39 HIGHLAND CT UNIT 20	NEEDHAM	MA	02492-
199/053.0-0001-0032.0	DELANEY, HELEN M		5 HIGHLAND CT UNIT 32	NEEDHAM	MA	02492-
199/226.0-0030-0000.0	TOWN OF NEEDHAM	MEMORIAL PARK	1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/001.0-9999-9998.0	MASS BAY TRANSPORTATION AUTHORITY		10 PARK PLAZA	BOSTON	MA	02116-
199/053.0-0001-0024.0	MCLAUGHLIN, SARA J		19 HIGHLAND CT, #24	NEEDHAM	MA	02492-
199/226.0-0026-0000.0	BROWN, ROBERT H., JR.+	BEILIN, ELAINE V	16 OAKLAND AVE	NEEDHAM	MA	02492-
199/226.0-0029-0000.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/052.0-0024-0000.0	FELDMAN, DEBRA B. &	FELDMAN, ANDREW P.	62 GARDEN ST	NEEDHAM	MA	02492-
199/052.0-0027-0000.0	BRUNTON, DEBORAH L. TR.	MTT/THE GREATEST GOOD IRREVOCABLE TRUST	50 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0000.0	THE HIGHLANDS	MASTER DEED				-
199/053.0-0001-0004.0	HELMAN, JONATHAN S.		17 HIGHLAND CT	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.....

**1185 HIGHLAND AVE
500 FEET**

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/053.0-0001-0008.0	ROBERTS, SHEILA & DAVID TRS. &	O'BRIEN, PATRICIA TR	21 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0035.0	DAIGLER, KENNETH A. &	DAIGLER, GERALDINE M	11 HIGHLAND CT	NEEDHAM	MA	02492-
199/052.0-0001-0000.0	NEEDHAM KNIGHTS OF COLUMBUS		40 WINFIELD ST	NEEDHAM	MA	02492-
199/052.0-0025-0000.0	FELDMAN, ANDREW P. &	FELDMAN, DEBRA B	62 GARDEN ST	NEEDHAM	MA	02492-
199/053.0-0001-0005.0	WHITE, PAUL &	WHITE, ANN MARIE	15 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0021.0	DEMAIO, PATRICK J. JR. &	DEMAIO, LAURA S	237 MARKED TREE RD	NEEDHAM	MA	02492-
199/053.0-0001-0025.0	KEARNEY, JOAN M		21 HIGHLAND CT	NEEDHAM	MA	02492-
199/225.0-0001-0000.0	TOWN OF NEEDHAM	PARK & REC, ROSEMARY POOL	1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0001.0	VENDITTI, PAUL & MARGARET TRS	P & M VENDITTI REALTY TRUST	47 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0009.0	OBRIEN, JOHN J., TR &	OBRIEN, AGNES, TR	27 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0012.0	BOWEN, JOYCE T.		39 OAKLAND AVE	NEEDHAM	MA	02492-
199/053.0-0001-0015.0	OLIVER, ERIN M. TR.	GLASHEEN FAMILY IRREVOCABLE TRUST	47 OAKLAND AVE UNIT 15	NEEDHAM	MA	02492-
199/053.0-0001-0018.0	LEADER, RALPH E		36 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0019.0	LANDRY, SUZANNE M		180 DEDHAM AVE	NEEDHAM	MA	02492-
199/053.0-0001-0022.0	RICHAL, JOAN B., TR &	RICHAL, MICHAEL R. TR	43 HIGHLAND CT	NEEDHAM	MA	02492-
199/053.0-0001-0028.0	SHERMAN, ELIZABETH A. TR	SHERMAN, JEFFREY W. TR	27 HIGHLAND CT UNIT 28	NEEDHAM	MA	02492-
199/226.0-0056-0000.0	PHILNORSTAN REALTY LLC		77 NEWBURY STREET, 4TH FL	BOSTON	MA	02116-
199/226.0-0058-0000.0	PHILNORSTAN REALTY LIMITED	PARTNERSHIP	77 NEWBURY STREET, 4TH FL	BOSTON	MA	02116-
199/226.0-0044-0001.0	CHRIST CHURCH OF NEEDHAM		P O BOX 920372	NEEDHAM	MA	02492-

LEGAL NOTICE



TOWN OF NEEDHAM SELECT BOARD

Application for New All Alcohol Beverages License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, Sections 12 and 16C, that Poet King Restaurant Group LLC, dba The Hungry Coyote, Leona Leon Proposed Manager of Record, has applied for a new Section 12 Restaurant, All Alcohol Beverages License at 1185 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 10th day of September 2024 at 6:30 PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Use this link below to join the webinar: <https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVMXZjFNbWJXRFRJoQT09>

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: 9/10/2024

Agenda Item	Intermunicipal Agreement for the Charles River Public Health District
Presenter(s)	Kerry Dunnell, Manager, Shared Services and Training Hub, Needham Public Health Department Timothy McDonald, Director Health & Human Services

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Ms. Dunnell will present to the Board the Charles River Public Health District Intermunicipal Agreement to formalize the public health shared services arrangement among the communities of Needham, Dover, Medfield and Sherborn.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to approve and sign the Charles River Public Health District Intermunicipal Agreement.	
3.	BACK UP INFORMATION ATTACHED
1. Charles River Public Health District Intermunicipal Agreement (including exhibits A & B) 2. Presentation Describing Shared Services Arrangement and Intermunicipal Agreement	

CHARLES RIVER PUBLIC HEALTH DISTRICT
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the towns of Needham, Dover, Medfield, and Sherborn (hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality”) on this ____ day of 2024 (hereinafter referred as “the Effective Date”), as follows:

WHEREAS, the Town of Needham was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report (the “Grant Program”); and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth in the manner provided for in this Agreement; and

WHEREAS, the Town of Needham, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall serve as and hereinafter be referred to as the “Grant Administrator”; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A.

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the Charles River Public Health District, which shall hereinafter be referred to as the “Collaborative.” The Collaborative shall act by and through the Grant Administrator, the Lead Municipality, the Shared Services Coordinator, and the Advisory Board (all as defined herein). The Collaborative will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the Town of Needham and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff

and resources of the Municipalities are supplemented, additional staff is provided and may be used to provide cross-jurisdictional services, investigations, enforcement and data reporting, and greater collaboration among existing community staff may be encouraged (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire when the funds awarded from the Grant Program are exhausted or otherwise become unavailable, when terminated in accordance with this Agreement, or after twenty-five (25) years from the Effective Date, whichever occurs first. Nothing contained herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds to the fullest extent allowed pursuant to G.L. c. 40A, §4A, with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the Town of Needham shall act as the “Lead Municipality.” As Lead Municipality, the Town of Needham is authorized to:
 - a. Oversee the Grant Program and the Shared Services Program.
 - b. Act for the Collaborative with respect to all grant applications to be submitted in connection with the Shared Services Program, and with respect to all gifts and grants received collectively by the Municipalities in connection with the Shared Services Program.
 - c. Act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.
 - d. Retain 15% of the funds received through the Grant Program as an administrative assessment for purposes of offsetting time, labor and expenses associated with administering the Grant Program.
 - e. Hire and employ the Shared Services Coordinator, subject to the input of the Advisory Board.
 - f. Hire and employ the staff of the Collaborative, subject to the input of the Advisory Board.
 - g. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any staff working on behalf of the Collaborative shall be considered employees of the Town of Needham and shall be accorded all benefits enjoyed by other Town of Needham employees within the same classification as they are or shall be assigned by the Town of Needham.
4. Shared Services Coordinator. The Shared Services Coordinator shall perform all necessary fiscal and administrative functions necessary to provide the services

contemplated under this Agreement. The Shared Services Coordinator shall report regularly to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: The Board of Health from each Municipality shall appoint one member and one alternate member to the Advisory Board. The Shared Services Coordinator shall serve as a non-voting member of the Advisory Board, except as specifically provided for below. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: Each participating Municipality shall be entitled to one vote on the Advisory Board. An alternate member may vote where the member from that Municipality is absent. Every voting member shall have an equal voice in determining shared priorities and other matters within the jurisdiction of the Board.
- c. Quorum: Four (4) voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by unanimous vote of members present and voting unless otherwise specifically provided for herein.
- d. Roles and Responsibilities of the Advisory Board:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise the Lead Municipality and Shared Services Coordinator on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for Charles River Health District.
 - 5) Adopt policies for the Collaborative, consistent with the jurisdiction and responsibilities of the various parties and officials otherwise provided for in this Agreement.
 - 6) Review and provide recommendations on operating budgets to the Shared Services Coordinator.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health (“DPH”) and Office of Local and Regional Health (“OLRH”).

- 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
- 9) Review financial status and financial statements provided by the Shared Services Coordinator.
- 10) Review and provide recommendations on reports from staff.
- 11) Make requests that the Lead Municipality hire and/or terminate shared services employees or contractors.
- 12) Provide input to the Lead Municipality and Shared Services Coordinator relative to the annual performance reviews of shared services employees and contractors and provide input to the Lead Municipality relative to the annual performance review of the Shared Services Coordinator.

e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

- a. Each Municipality consents to the Collaborative's duly authorized agents and representatives exercising the powers provided for herein within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
- b. Each Municipality will appoint and maintain two Advisory Board representatives at all times to represent its interests under this Agreement.
- c. Each Municipality will use best efforts to ensure that at least one of its appointees to the Advisory Board will attend each Advisory Board meeting (either in-person or via remote access) throughout the life of this Agreement.
- d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
- e. Each Municipality will assist in collecting the necessary data as agreed to by the Collaborative and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will

include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.

- f. Each Municipality may request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the Town of Needham pursuant to this Agreement, shall be deposited with the Treasurer of the Town of Needham and held as a separate grant account and may be expended under the direction of the Grant Administrator under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for purposes consistent with the Shared Services Program and in compliance with any established guidelines of the Grant Program.

The Grant Administrator may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

The Town of Needham, as the holder of Grant Program funds, will pay invoices for expenses associated with the Shared Services Program within 30 days, subject to the budget to be approved by the Shared Services Coordinator and availability of funds; provided, however, that the Town of Needham shall not be obligated to supply any appropriation or funding or incur any cost in excess of the amounts available to the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Shared Services Coordinator will develop and approve a public health services budget for contractual shared services. Such budget shall be subject to availability of grant funds and shall be subject to review and comment by the

Advisory Board. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the Town of Needham. It is the intention of Town of Needham, acting by and through the Grant Administrator, to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will seek and allocate municipal funds to continue participation. The Grant Administrator and Shared Services Coordinator will work together to provide each Municipality with sufficient notice to allow that Municipality's funding authority time to review and act on any such requested appropriation. Until grant funds are fully expended, there will be no cost to the participating Municipalities, unless each Municipality authorizes an appropriation for the same as set forth herein . Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written amendment of this Agreement would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Town of Needham and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request that the Advisory Board add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only pending sufficient availability of grant funds, a determination that the adjustment of services is consistent with the Grant Program, and after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative, through a vote of the Advisory Board, may authorize application on its behalf by the Lead Municipality for other grants, opportunities, funds, and awards for shared services. The Advisory Board must approve any and all grants or grant applications submitted for the Collaborative.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and shall remain an employee of the employee's Municipality for purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law. Said

Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Lead Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses. To the fullest extent permitted and as limited by law, the Collaborative and the Municipalities mutually agree to defend, indemnify and hold each other harmless against all claims for bodily injury, death or property damage cause by the acts or omissions of the Collaborative or any of the Municipalities.

The Town of Needham and the Municipalities shall each obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence and \$3,000,000 aggregate for bodily injury, death and property damage claims. The Municipalities shall be included as additional insureds under each such policy on a primary and non-contributory basis.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Advisory Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months

prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board and pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the withdrawing Municipality through a Shared Services Program project, service, or program will be the property of the Collaborative and remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.

13. Termination. This Agreement may be terminated by a vote of all Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Select Board.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of DOVER:

_____	(contact name)
_____	(email)
_____	(phone)
_____	(address)

Town of MEDFIELD:

_____	(contact name)
_____	(email)
_____	(phone)
_____	(address)

Town of NEEDHAM:

_____	(contact name)
_____	(email)
_____	(phone)
_____	(address)

Town of SHERBORN

_____	(contact name)
_____	(email)
_____	(phone)
_____	(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of DOVER Select Board

Date

Town of DOVER Board of Health

Date

Town of MEDFIELD Select Board

Date

Town of MEDFIELD Board of Health

Date

Town of NEEDHAM Select Board

Date

Town of NEEDHAM Board of Health

Date

Town of SHERBORN Select Board

Date

Town of SHERBORN Board of Health

Date

EXHIBIT A

Grant agreement between the Town of Needham and the Commonwealth of Massachusetts –
attached

EXHIBIT B

The scope of services the Charles River Health District shall provide the following services in coordination with member municipalities includes: (See attached)

EXHIBIT B

The Collaborative shall provide the following services in coordination with member TOWNS:

- *A Regional Shared Services Coordinator* shall perform all necessary fiscal and administrative functions necessary to provide the services listed in the work plan and budget, but not limited to, for the public health excellence grant.
- *A Regional Public Health Inspector (Food/Environmental/Housing)* This position will be hired or contracted out through a third-party vendor and services will include but may not be limited to perform routine food, FOG, and other environmental inspections as assigned by The Towns. This inspector would assist each municipality to meet required inspections per year as determined by the food code and create a consistent inspectional framework for mobile food services. Manage and inspect tenant complaints, hoarding situations, lead law compliance, and other housing related situations and connect residents to necessary support services. The Inspector will assist with any court-related action necessary as the Town's representative. Additional environmental health inspectional services may be requested. Inspection supplies needed for inspection services shall be purchased and provided through the shared PHE.
- To efficiently deliver and document inspectional services across multiple TOWNS and improve regulatory compliance, each TOWN will implement Food Code-Pro and Housing Code-Pro software. Each TOWN will have its own administrative access to the software and a generic inspectional account which will allow the shared inspector to perform and report inspections, but the data will remain with the TOWN for which the inspection is performed.
- *Public Health Nursing services.* This position will be hired or contracted out through a third-party nursing vendor and services will include, but may not be limited to infectious disease surveillance, preventative care, immunizations, education and outreach and emergency planning activities. The nurse may hold office hours in each of the municipalities, collaborate with staff in each of the municipalities, develop health education programs, and organize immunization and blood pressure clinics.
- *Regional Consultant Services.* Consultants and independent contractors, including for, but not limited to, grant administrative support, technical assistance, policy advisement, emergency inspection/clinical services, and training.
- *Regional Health Communication.* Creating and distributing local public health information to communicate PHE grantee shared services regulations and improve resident health in PHE municipalities.

Charles River Public Health District

Exhibit B

July 2024

Page 1 of 2

- *Regional Technology Hardware and Software.* Software that supports PHE shared services staff in implementing the recommendations of the Blueprint. Technology for PHE grant-funded shared services staff to complete grant related functions, including: Computers, laptops, iPads, tablets, headsets, speakers, microphones, earbuds, monitors, recording equipment, translation equipment, keyboards, and cell phones.
- *Regional Travel.* Mileage reimbursement for PHE grant-funded staff to complete day to day public health services. Please keep records of mileage for auditing purposes. Travel costs related to training and CEUs for new AND existing staff to maintain workforce credentials outlined in the Blueprint (page 61). Travel costs for training may include mileage and lodging using current Federal GSA rates.
- *Regional Training and Credentialing.* Training and credentialing for new AND existing public health staff from all municipalities that are part of the shared services area: To acquire the workforce credentials outlined in the Blueprint (page 61). For CEUs and contact hours to maintain workforce credentials outlined in the Blueprint (page 61)
 - For educational materials such as credentialing exam study guides
 - For exam fees required to attain credentials
 - For registration fees to participate in training courses, when relevant to a staff member's responsibilities, from organizations including, but not limited to:
 - Health Resources in Action
 - Local Public Health Institute
 - Massachusetts Association of Health Boards
 - Massachusetts Association of Public Health Nurses
 - Massachusetts Public Health Association
 - Massachusetts Health Officers Association
 - Massachusetts Environmental Health Association
 - NEIWGCC
 - National Environmental Health Association

Provide those additional ancillary services and duties as needed to the member municipalities in order to provide the shared services described above.

DPH MASTER AGREEMENT ENGAGEMENT FORM

Bureau: DPH Offices

Engagement Contract ID: INTF1200P01236938235

Vendor Name: TOWN OF NEEDHAM

Vendor Code: VC6000191901

Vendor Contact: Timothy McDonald

Vendor Email: tmcdonald@needhamma.gov

Master Agreement Id: MUNICIPALPHSERVICES0

Procurement No: 236938

Procurement Name: PUBLIC HEALTH SERVICES AT THE LOCAL AND REGIONAL LEVEL

DPH Program Manager: Diana Acosta

DPH Program Manager Email: Diana.C.Acosta@mass.gov

☐ New

Dates of Service:

Anticipated Start Date*:

End Date:

Total Engagement Maximum Obligation _____

☐ RFQ _____ attached Vendor response

☐ NOI _____

☐ Confidentiality Agreement

☒ Amendment

Amendment Type: Vendor Specific Enc. Referencing Master Agreement (all changes)

Original Start Date: 07/01/2023

Current End Date: 06/30/2024

New End Date: 06/30/2027

Current Total Engagement Maximum Obligation \$874,700.00

Engagement Amendment Amount (+ or -) \$2,624,100.00

New Total Engagement Maximum Obligation \$3,498,800.00

☐ RFQ _____

☒ NOI 24W240050133

☒ DPH MA PP Budget Attached

Expenditures must be made in accordance with the approved budget for this engagement and the terms and conditions of the procuring agency's RFR and contract.

Periodic Scheduled Payment Installments: Payments will be made upon the submission of a payment voucher(s) that are complete and that include appropriate documentation in accordance with the terms of the service scope and governing contract.

Expenditure Reporting: Triannual or quarterly narrative reports and expenditure reports

Funding: Funding for this engagement is subject to the appropriation of funds by the Massachusetts legislature or the federal government for the year(s) in which services are delivered.

Changes to Scope and/or Terms: Any changes to this engagement must be agreed upon in writing by both parties.

Termination: The Department, upon prior written notice, may terminate this engagement without cause and without penalty, or may terminate or suspend an engagement if the vendor breaches any material term or condition or fails to perform or fulfill any material obligation required by this engagement, or in the event of an elimination of an appropriation or absence of sufficient funds for the purposes of an engagement, or in the event of an unforeseen public emergency mandating immediate department action.

Vendor Authorized Signature

Authorized Vendor Signature and Date

KATE FITZPATRICK, TOWN MANAGER

Print Name and Title

Department Authorized Signatures

Authorized DPH Bureau Representative Signature and Date

Print Name and Title

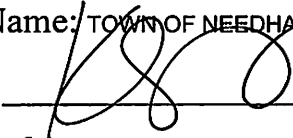
* The effective start date of this Engagement or Amendment shall be the latest date this document has been executed by an authorized signatory of the Vendor, the Department or a later Engagement or Amendment start date specified above

Contract Conditions

Contract ID#: INTF1200P01236938235

We have read and will adhere and comply to the requirements in the attached Contract Conditions and Attachments.

Provider Name: ~~TOWN OF NEEDHAM~~

Signature: _____

Date: 5-3-2024

**Contract Special Condition
PHE Engagement Scope FY25-27**

This Public Health Excellence for Shared Services Grant Engagement Scope FY25-27 (PHE Scope) is between the Massachusetts Department of Public Health (the Department) and the Vendor (the Vendor is as defined by the associated DPH Master Agreement Engagement Form regarding RFR/Procurement 236938).

Definitions:

The following terms shall have the following meanings as used in this PHE Scope unless the context clearly requires a different meaning.

Blueprint for Public Health Excellence. Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections document dated June 2019 found at <https://www.mass.gov/orgs/special-commission-on-local-and-regional-public-health>

Intermunicipal Agreement (IMA). An agreement between two or more municipalities in Massachusetts to share public health services acting by and through their respective Boards of Health executed by the Chief Executive Officer and the Board of Health Chair or Commissioner for each municipality

Letter of Commitment (LOC). A document provided by the Office of Local and Regional Health (OLRH) signed by the Chief Executive Officer and the Board of Health Chair or Commissioner in the Participating Municipalities in a Shared Services Arrangement

Local Public Health Performance Standards. The Office of Local and Regional Health sets the Performance Standards that will periodically be updated over time to improve the municipal and regional public health system. The Performance Standards include those responsibilities of municipal and regional public health that are mandated by Massachusetts General Law and workforce standards as recommended in the *Blueprint for Public Health Excellence*.

Participating Municipalities. Municipalities that have a signed LOC submitted to OLRH and receive services and/or support from the Shared Service Arrangement (SSA)

Public Health Excellence for Shared Services Grant (PHE). A grant described in RFR/Procurement 236938

Shared Service Arrangement (SSA). Two or more municipalities sharing public health services under the Public Health Excellence for Shared Services Grant inclusive of all Participating Municipalities

Shared Services Coordinator. A staff position required under PHE who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings

Training Hub (TH). This program through OLRH provides hands-on skill-based training to municipalities within the TH coverage area on local public health services

Program Coordinator. A position within the Office of Local and Regional Health's Shared Services Unit that serves as the primary liaison to the Vendor, Participating Municipalities, and collaborates across DPH

Group Structure & Governance:

1. Vendor shall maintain a list of Participating Municipalities in the SSA. This list shall be submitted to the OLRH at the start of each fiscal year. The Vendor shall provide notice to the Department's Office of Local and Regional Health (OLRH) within 30 calendar days of a change in Participating Municipalities.
2. Vendor shall maintain Letters of Commitment (LOC) from all Participating Municipalities in the SSA. An intermunicipal agreement (IMA) is not a substitute for the LOC requirement. OLRH will provide a template LOC to the Vendor.
3. SSA shall establish and/or enhance an Intermunicipal Agreement (IMA) representing all Participating Municipalities by October 31, 2024. The IMA must be sent to OLRH by October 31, 2024. Revisions to the IMA must be sent to OLRH within 30 calendar days of full execution. The IMA shall include a governance structure that involves representatives of all Participating Municipalities.
4. Governance boards established under the IMA shall meet regularly (minimum one meeting each quarter of the fiscal year), under established rules of procedures to make democratic decisions about SSA policies, personnel, operations, and finances.
5. Vendor shall send an annual notification to all Participating Municipalities no later than October 31st of each grant year. Such notification shall be substantially consistent with Attachment 1: Annual Notification Memorandum for Municipalities Participating in the Public Health Excellence for Shared Services Grant for the required language and addressee list. Proof of notification shall be submitted to OLRH no later than November 15th of each fiscal year.

Staffing:

6. Vendor shall identify and maintain a management position to coordinate between municipalities and with OLRH. The individual in this management position must be employed by the Vendor and hold decision-making authority.
7. Vendor shall maintain a minimum of a 0.5 FTE Shared Services Coordinator position, who is responsible for grant deliverables, serving as the point of contact for the grant for OLRH and the Participating Municipalities, and attending required meetings and trainings provided by OLRH. It is preferred that this position is a municipal employee funded through PHE; however, a waiver may be granted by OLRH if it is necessary to hire a contractor for the Shared Services Coordinator position or if less than 0.5 FTE is deemed necessary for a municipal employee in this role. Waivers must be renewed annually prior to the start of the fiscal year.
8. PHE funded positions shall perform public health duties and support public health programs across the SSA.

Workforce Development

9. Vendor agrees to collaborate with the OLRH designated Training Hub.
10. Vendor shall strive to recruit and hire employees who meet workforce credentials outlined in the Blueprint for Public Health Excellence. Vendor shall support employees in gaining workforce credentials in the Blueprint for Public Health Excellence and other workforce development recommendations released by OLRH. Staffing patterns should be arranged to meet the needs and represent the diverse population of the SSA.
11. Vendor shall work with OLRH Workforce Development Unit on utilizing the new learning management system TRAIN across SSA.

Performance Standards and Data:

12. Vendor shall participate in OLRH assessments for local boards of health/health departments using the tools provided by OLRH and its partners.
13. Vendor shall enhance capacity of the SSA to acquire, store, and use data to improve public health including use of Massachusetts Virtual Epidemiologic Network (MAVEN), Massachusetts Immunization Information System (MIIS), and the new Local Public Health Data Solution under development.
14. Vendor shall ensure that all Participating Municipalities maintain 100% continuous MAVEN coverage which means that each Participating Municipality has an active, designated MAVEN user and back-up user.
15. Nothing in this section shall be interpreted to take precedence over access, privacy, or security standards associated with use of systems such as MAVEN, MIIS, or other data solutions.

Deliverables & Grant Participation Expectations:

16. If a selected Vendor may perform, and does in fact perform, any work through agents, subcontractors, assigns, or the like, all such work shall be subject to the terms of this PHE Scope and associated contract.
17. Any work performed by subcontractors, assigns, or the like shall be subject to the terms of federal grant provisions noted in this contract.
18. Vendor shall provide regular reporting, including but not limited to narrative, expenditure, and workforce reports, using templates and following guidelines and deadlines provided by OLRH. Regular reporting shall be received in a timely manner. If a Vendor anticipates a delay in submitting deliverables, a request for an extension shall be submitted to OLRH within 10 business days of the deadline. Vendors may be granted up to a two-month grace period from the reporting deadline. Failure to submit deliverables in a timely manner may result in delayed payments.
19. Vendor shall submit detailed workplans and budgets for approval using templates and following guidelines and deadlines established by OLRH. Workplans shall incorporate health and racial equity. Budgets shall augment rather than replace current municipal funding for public health staff or services in accordance with the LOC.
20. Vendor shall seek approval from OLRH for changes to the workplan and budget. Budget changes shall be approved prior to expenditure of grant funds. All work performed pursuant to this contract is subject to review and approval of the Massachusetts Department of Public Health (DPH) prior to any public release of said work. This includes but is not limited to publications and presentations.
21. Shared Services Coordinator shall attend monthly PHE Grantee Meetings, quarterly check-ins with OLRH's designated Program Coordinator, trainings, and learning collaboratives, and complete evaluations and assessments provided by OLRH staff and its partners.
22. Vendor shall provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs and work to adopt Culturally and Linguistically Appropriate Services (CLAS) National Standards. <https://www.mass.gov/service-details/clas-nationalstandards>

Federal Funding Key Performance Indicators (KPI):

In accordance with federal funding guidance for the American Rescue Plan Act (ARPA), the Vendor is responsible for submitting quarterly reports to DPH on KPI outlined below under "Performance Measures". The Vendor will report these KPI to DPH when submitting the grant narrative report as referenced under "Deliverables & Grant Participation Expectations".

Community Impact

The Public Health Excellence grant program will impact the community at large by pooling local public health resources, functions, and expertise across a consortium of cities and towns, which can improve compliance with the Local Public Health Performance Standards and expand the public health services they offer residents. The Public Health Excellence Grant Program allows grantees to hire new public health staff, send staff to trainings, and purchase relevant supplies and software, among other activities to strengthen local and regional public health in MA. A goal of the PHE is for Participating Municipalities to progress towards more comprehensive sharing of services.

The Massachusetts community will receive more effective and equitable local and regional public health services that are better able to meet the Local Public Health Performance Standards, due to the Public Health Excellence Grant Program.

Performance Measures

To be reported in aggregate by Vendor for each Shared Service Arrangement

- Workforce investments
 - Number and type of new and existing public health positions
 - Number of working hours per position
 - Salary of new and existing positions
 - Number of staff participating in training courses on topics relating to the goals outlined in this PHE Scope.
- Performance Standards
 - Number of municipalities who report increased ability to meet the Local Public Health Performance Standards.
 - Increased number of new, expanded, and ongoing services provided jointly by the SSA categorized by the Local Public Health Performance Standards
- Governance Structure
 - Number of municipalities in executed intermunicipal agreements
 - Number of total governance board meetings each quarter

Allowable Costs:

Grant funds can be used for staff salaries, benefits, payroll taxes, support staff, consultants, travel, health communication, applicable technology hardware and software, training and credentialing, nursing supplies, inspection supplies, membership fees, and occupancy. Vendor shall expend grant funds in accordance with the fiscal year specific PHE allowable expense guidance provided by OLRH and seek written approval from OLRH for expenditures that are not explicitly listed as allowable in the guidance.

The primary purpose of PHE is to expand local public health capacity to better achieve Local Public Health Performance Standards by adding staff and ensuring adequately trained staff to provide direct public health services. The Vendor may charge up to a 15% Administrative Fee of the total expended grant funds to cover administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds are not intended for capital expenses; however, DPH may consider special requests, and decisions will be communicated in writing. Funds cannot be used to supplant existing municipal funding for public health services.

Unallowable Costs:

Publicity and propaganda (lobbying):

Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient or agent acting for such recipient related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before any legislative body,
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: <https://www.cdc.gov/grants/documents/anti-lobbyingrestrictions.pdf>

Other Terms:

Vendor and Participating Municipalities are hereby notified that failure to meet the terms of the PHE Scope may result in delay in distribution of grant payment(s) and/or reductions to grant payment(s).

Changes to Participating Municipalities in SSA may result in changes to grant payments. Such changes may include increased or decreased amounts and shall be at the sole discretion of the Department upon notice as provided in the PHE Scope.

Notice by the Vendor to OLRH pursuant to this PHE Scope shall be provided as follows:

Diana Acosta, Assistant Director of Shared Services

Email: diana.c.acosta@mass.gov

Attachment 1
Annual Notification Memorandum for Municipalities Participating in the
Public Health Excellence for Shared Services Grant

Memorandum

To: Mayor/Town Administrator/Town Manager
Chief Financial Officer
Select Board Chair/Board of Selectman Chair
Board of Health Chair

From: INSERT VENDOR

Date: *No later than October 31 of each fiscal year*

Subject: PHE Participating Municipality Statement of Commitment Annual Notification

As you are likely aware, the TOWN/CITY of INSERT NAME is a member of a Shared Service Arrangement INSERT NAME funded through a Public Health Excellence for Shared Services (PHE) Grant from the Office of Local and Regional Health (OLRH). Each participating community signed a Statement of Commitment affirming that your municipality understands and intends to:

- Work with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.
- Join only this one public health shared service arrangement.

Participating municipalities shall not use services and resources provided by the Public Health Excellence to supplant municipal funding to public health. However, municipalities may reallocate public health funds across budget-line items within the health department or board of health budget.

We thank you for your participation in the Public Health Excellence for Shared Services Grant Program and for helping your community expand and improve public health services. If you have any questions, please contact INSERT VENDOR POINT OF CONTACT AND EMAIL.

**Contract Special Condition
Local Public Health Training Hub Engagement Scope FY25-27**

This Contract Special Condition Local Public Health Training Hub Engagement Scope FY25-27 (LPHTH Scope) between the Massachusetts Department of Public Health (the Department) and Vendor (the Vendor is as defined by the associated DPH Master Agreement Engagement Form regarding RFR/Procurement 236938).

Definitions

The terms provided below are in addition to the terms that were defined above in the PHE Engagement Scope. The following terms shall have the following meanings as used in this LPTH Scope unless the context clearly requires a different meaning.

Hub Trainer. Employee contracted by the Training Hub Host municipality to conduct the public health related hands-on inspectional trainings.

Non-PHE Municipalities. Municipalities not participating in SSA.

Senior Coordinator for Operations (SCO). OLRH employee that provides technical assistance to the training hub hosts sites and coordinates efforts between the three-tier approach for the Local Public Health Training Program.

State Central Trainer. State or state-contracted employee that leads the development of the core curriculum for tier 3 learning for the Hub Trainers to conduct the public health related hands-on inspectional trainings. Servers as TA for Hub Trainers.

Tier 3. Applied practice.

Local Public Health Training Hub (LPHTH). This program through OLRH provides tier 3 training to TH coverage area on local public health services.

Training Hub coverage area. The municipalities within a defined geographic region of the state as defined by the OLRH.

Training Hub Host. The entity that receives grant funding from OLRH and manages associated grant responsibilities and requirements related to the Tier 3 as defined in this LPTH Scope of work.

The vendor shall meet the following activities as outlined below to carry out the work for the LPH Training Hub.

Structure & Governance:

1. Vendor shall provide the structure and capacity to implement tier 3: applied practice in the areas of environmental health inspection, including but not limited to housing/community sanitation, food protection, and Title 5/wastewater.
2. Vendor shall collaborate with the SSAs and non-PHE municipalities that make up your LPTH structure.

Staffing:

3. Vendor shall hire and maintain Hub Trainers that are needed to meet the environmental hands-on training needs of your training hub coverage area. The Hub Trainer should have the ability to conduct training in the areas of environmental health inspection including but not limited to housing/community sanitation, food protection, and Title 5/wastewater. Provide a justification for the trainer numbers and types you need for your hub, based on assessment of need. Each trainer should be paid no less than \$70,000/annually base salary.
4. Vendor shall maintain a minimum of a 0.5 FTE Non-Trainer Coordinator position, who is responsible for supporting trainers with registration, coordination of trainings and trainees, coordination with the OLRH Senior Coordinator for Operations (SCO) and the state Central Trainers.

Workforce Development:

5. Vendor shall follow terms 10 and 11 as outlined in the PHE Scope under Workforce Development.

Deliverables & Grant Participation Expectations:

6. Vendor shall provide regular reporting, including but not limited to training logs with data on who has been trained in your training hub coverage area, narrative reports, and expenditure reports in a format and method provided by OLRH. Regular reporting shall be received in a timely manner. If a vendor anticipates a delay in submitting deliverables, a request for an extension shall be submitted to OLRH's SCO within 10 business days of the deadline. Vendors may be granted a two-month grace period from the reporting deadline. Failure to submit deliverables in a timely manner may result in delayed payments.
7. Vendor shall follow terms 16, 17, 19, 20 and 22 as outlined in the PHE Scope under Deliverables & Grant Participation Expectations.
8. Vendor shall work with the TH coverage area to share announcements and program updates.
9. Vendor shall ensure that there is equitable access to tier 3: applied practice in your LPTH coverage area.
10. Vendor shall ensure that Hub Trainers participate in DPH Training of Hub Trainers.
11. Vendor shall collaborate with the OLRH and other DPH programs to increase access to other needed trainings.
12. Vendor shall collaborate with OLRH SCO and state Central Trainers to develop grant deliverables and training materials for Tier 3.
13. Training Hub Host site and Hub Trainers shall attend monthly LPTH Monthly Meetings, quarterly check-ins with SCO, and other meetings as needed.
14. Hub Trainers shall attend trainings, collaborative monthly meetings with state Central Trainers, and other meetings as needed.
15. Vendor shall provide high-level LMS support to TH coverage area, including course registration management and co-requisite training plan management.
16. Vendor shall provide documentation evaluation to participating municipalities that have completed tier 3 training.

Federal Funding Key Performance Indicators:

In accordance with federal funding guidance for the American Rescue Plan Act (ARPA), the Vendor is responsible for submitting reports to DPH on KPI outlined below under "Performance Measures". The

vendor will report these KPIs to DPH when submitting the grant narrative report as referenced under “Deliverables & Grant Participation Expectations”.

Performance Measures

17. Workforce investments

- a. Number and type of new and existing public health positions
- b. Number of working hours per position
- c. Salary of new and existing positions
- d. Number of staff participating in training courses on topics relating to the goals outlined in this PHE Scope.
- e. Number of staff trained in Tier 3: Applied Practice

Allowable Costs:

Grant funds can be used for staff salaries, benefits, payroll taxes, support staff, consultants, travel, health communication, applicable technology hardware and software, training and credentialing for Hub Trainers. The grants funds can also be used for inspection supplies, membership fees, and occupancy. Vendor shall expend grant funds in accordance with the fiscal year specific LPHTH allowable expense guidance provided by OLRH and seek written approval from OLRH for expenditures that are not explicitly listed as allowable in the guidance. The primary purpose of this procurement is to expand local public health capacity to provide more hands-on training opportunities to your TH coverage area in the areas of environmental health inspection, including but not limited to housing/community sanitation, food protection, and Title 5/wastewater. Funds cannot be used for equipment without prior written approval from DPH. Use of funds for capital expenses are not allowed; special requests may be considered by DPH, and decisions will be communicated in writing. **Funds cannot be used to supplant existing municipal funding for public health services.**

Unallowable Costs:

These terms and conditions are outlined above in the PHE Scope.

Notice by the Vendor to OLRH pursuant to this LPTH Scope shall be provided as follows:

Katrina Stanziano-Saeger, Senior Coordinator for Operations, Katrina.Stanziano-Saeger@mass.gov

Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

Notice: The contract, agreement, statement of work, or purchase order (“Contract”) between Town of Needham (“Contractor”) and the Massachusetts Department of Public Health (DPH) to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund (“FRF”).

In accordance with ARPA, the U.S. Department of the Treasury’s regulations implementing the FRF (31 CFR Part 35), the [Award Terms and Conditions](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

1. Eligible Costs.

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

2. Financial Management.

- a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

3. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor’s principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.”

- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to EOHHS on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 3. Such disclosure shall be made in writing to EOHHS within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by EOHHS. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to EOHHS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).

- a. Pursuant to 2 CFR §200.216, EOHHS is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
- d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

5. Reporting Program Performance

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by EOHHS.
- b. Contractor is responsible for the submission of such performance reports to EOHHS as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to EOHHS as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.

6. Remedies for Contract Violation. *[Required for contracts exceeding \$250,000]* Should the Contractor violate any of the terms of the Contract, EOHHS may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). *[Required for contracts exceeding \$100,000 that involve the employment of mechanics or laborers]* To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:

- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* EOHHS shall upon its own action or upon written request of an authorized representative of the Department of

Labor withheld or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. **Records.** The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of EOHHS and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- e. **Subcontracts.** The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

8. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. [Required for contracts exceeding \$150,000]

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to EOHHS and understands and agrees that EOHHS will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.

9. Other Federal Environmental Laws and Regulations. The Contractor shall comply with all other applicable federal environmental laws and regulations.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). [Required for contracts exceeding \$100,000] The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Non-Discrimination. The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. Publications. To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury.”

13. Maintenance of and Access to Records.

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to EOHHS, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor’s personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

16. Subcontractors. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.

PAYMENT VOUCHER - 1

The Commonwealth of Massachusetts

Department /Organization Name
DPH/OFF



Office of the Comptroller

Revision Date 8/22/95 by VG

Document ID

Trans PRC	Dept DPH	R/Org OFF	Number	PV Date	Acctg Prd	BFY
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Action(E) Sch Pay Date Off Liab Acct

Vendors' Certification

I certify that the goods were shipped or the service rendered as set forth below.

(Please sign in ink)

Vendor Name and Address

NAME: TOWN OF NEEDHAM

ADDRESS: 1471 HIGHLAND AVE NEEDHAM, MA 02492-2605

Ref Doc ID

INTF1200P01236938235 - 1

Document Total
\$437,350.00

Stxt

Payment Ref Number
INTF1200P01236938235 - 1

Vendor Code
VC6000191901

Emp

Reference Order	Line	Quantity	Description	Amount
			1st payment	\$437,350.00
REFERENCE DOC ID				

LN	Trans PRC	Dept DPH	R/Org OFF	Number	Line	Dept	Approp	Sub	Org	S/Org	Obj	Prog	Ty
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Proj/CI/Grc	Actv	Rpfg	Fund	BS Acct	Payment Reference Number INTF1200P01236938235 - 1	Description
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MSA#	Line #	Disc	Dates of Service	Quantity	Line Amount	I/D	P/F
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TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

Prepared By: _____ Title: _____ Date: _____

Entered By: [Signature] Title: TOWN ACCOUNTANT Date: 5-3-24 Pg ____ of ____

INSTRUCTIONS

TO VENDORS

- Sign Payment Voucher
- Direct inquires to state organization
- Retain copy

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

Approved By: [Signature] Title: TOWN MANAGER Date: 5-3-24 Phone #: 781-455-7500

PAYMENT VOUCHER - 2

The Commonwealth of Massachusetts

Department /Organization Name
DPH/OFF



Office of the Comptroller

Revision Date 8/22/95 by VG

Document ID

Trans PRC	Dept DPH	R/Org OFF	Number	PV Date	Acctg Prd	BFY
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Action(E)	Sch Pay Date	Off Liab Acct
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Vendors' Certification

I certify that the goods were shipped or the service rendered as set forth below.

(Please sign in ink)

Vendor Name and Address

NAME: TOWN OF NEEDHAM

ADDRESS: 1471 HIGHLAND AVE NEEDHAM, MA 02492-2605

Ref Doc ID

INTF1200P01236938235 - 2

Document Total
\$218,675.00

Stxt

Payment Ref Number
INTF1200P01236938235 - 2

Vendor Code
VC6000191901

Emp

Reference Order	Line	Quantity	Description	Amount
			2nd payment	\$218,675.00

REFERENCE DOC ID

LN	Trans PRC	Dept DPH	R/Org OFF	Number	Line	Dept	Approp	Sub	Org	S/Org	Obj	Prog	Ty
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Proj/CI/Grc

Actv

Rpfg

Fund

BS Acct

Payment Reference Number
INTF1200P01236938235 - 2

Description

MSA#

Line #

Disc

Dates of Service

Quantity

Line Amount

I/D

P/F

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

Prepared By: _____ Title: _____ Date: _____

Entered By: [Signature] Title: TOWN ACCOUNTANT Date: 5-3-2024 Pg ____ of ____

INSTRUCTIONS

TO VENDORS

- Sign Payment Voucher
- Direct inquires to state organization
- Retain copy

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

Approved By: [Signature] Title: TOWN MANAGER Date: 5-3-24 Phone #: 781-455-7500

PAYMENT VOUCHER - 3

The Commonwealth of Massachusetts

Department /Organization Name
DPH/OFF



Office of the Comptroller
Revision Date 8/22/95 by VG

Document ID

Trans PRC	Dept DPH	R/Org OFF	Number	PV Date	Acctg Prd	BFY
--------------	-------------	--------------	--------	---------	-----------	-----

Action(E) Sch Pay Date Off Liab Acct

Vendors' Certification
I certify that the goods were shipped or the service rendered as set forth below.

Vendor Name and Address

NAME: TOWN OF NEEDHAM
ADDRESS: 1471 HIGHLAND AVE NEEDHAM, MA 02492-2605

Ref Doc ID

INTF1200P01236938235 - 3

(Please sign in ink)

Document Total

\$218,675.00

Stxt

Payment Ref Number
INTF1200P01236938235 - 3

Vendor Code

VC6000191901

Emp

Reference Order

Line

Quantity

Description

Amount

			3rd payment	\$218,675.00
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REFERENCE DOC ID

LN	Trans PRC	Dept DPH	R/Org OFF	Number	Line	Dept	Approp	Sub	Org	S/Org	Obj	Prog	Ty
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Proj/CI/Grc

Actv

Rpfg

Fund

BS Acct

Payment Reference Number
INTF1200P01236938235 - 3

Description

MSA#

Line #

Disc

Dates of Service

Quantity

Line Amount

I/D

P/F

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

Prepared By: _____ Title: _____ Date: _____

Entered By: M. H. Hennessey Title: TOWN ACCOUNTANT Date: 5-3-2024 Pg ____ of ____

INSTRUCTIONS TO VENDORS

- Sign Payment Voucher
- Direct inquires to state organization
- Retain copy

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

Approved By: [Signature] Title: TOWN MANAGER Date: 5-3-24 Phone #: 781-455-7500

Sub Recipient Notification

The purpose of this communication is to fulfill the requirement established in 2 CFR 200. 331 (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Your organization is receiving this communication because it receives federal funds from DPH in the form of a sub-award, and DPH's relationship with your organization is defined as a sub-recipient relationship.

A sub recipient is defined as a non-federal entity that receives a sub-award from a pass-thru-entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency.

The attached report identifies information that DPH is required to provide to all entities that meet the description of a sub-recipient.

This communication will be sent:

1. Whenever federal sub-awards are a part of the contractual relationship between DPH and the entities that it contracts with to provide services; and
2. Whenever the amount of those federal sub-awards change during the course of the contractual relationship.

Your organization may have other contracts with DPH that are not sub-awards because they do not include federal funds. This communication does not pertain to any state funds your organization may have received from DPH.

Your organization's contract may be a combination of federal and state funds. In this case, this communication **only** pertains to the federal funds portion of your contract.

For a list of other requirements and information that your organization is required to adhere to as a sub-recipient of DPH, please see:

1. Commonwealth of Massachusetts Standard Contract form;
2. Purchase of Service – Attachment 3 - Fiscal Year Program Budget (if applicable);
3. The appropriate Commonwealth Terms and Conditions; and
4. The Request for Response (RFR) and related documents.

Please be advised that DPH should have access to your organization's records and financial statements as is necessary to meet the requirements of this sub-award.

Contract Number: INTF1200P01236938235

Vendor Name - FEIN: TOWN OF NEEDHAM - 046001238

Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2024	93.354	4516-1016	COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE	CDC	07/01/2023	06/30/2024	\$549,700.00
Grand Total of 2024							\$549,700.00
Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2025	93.967	4570-1011	MASS STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS	CDC	07/01/2024	06/30/2025	\$133,333.33
Grand Total of 2025							\$133,333.33
Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount

2026	93.967	4570-1011	MASS STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS	CDC	07/01/2025	06/30/2026	\$133,333.33
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Grand Total of 2026	\$133,333.33
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<u>Fiscal Year</u>	<u>CFDA</u>	<u>Appropriation</u>	<u>Grant Name</u>	<u>Agency Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Amount</u>
2027	93.967	4570-1011	MASS STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS	CDC	07/01/2026	06/30/2027	\$133,333.33

Grand Total of 2027	\$133,333.33
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The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

KATHLEEN E. WALSH
Secretary

ROBERT GOLDSTEIN, MD, PhD
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

04/25/2024

TOWN OF NEEDHAM
1471 HIGHLAND AVE
NEEDHAM, MA 02492-2605

Attn: Timothy McDonald

R/E: Contract #: INTF1200P01236938235

The Massachusetts Department of Public Health, DPH Offices is awarding you an engagement contract in accordance with RFQ# 24W240050133 - Public Health Excellence Grant Program for Shared Services. The engagement contract will be in effect through 06/30/2027 with options for renewal through 06/30/2033.

Enclosed please find an Engagement Contract package for you to review, sign and return via email scan. Please take note of the following:

- **NEW ENGAGEMENT CONTRACT/AMENDMENT/RENEWAL FORM**

This form must be signed with an **authorized signature**, dated, and returned via email scan. Do not use correction fluid anywhere on the forms.

All attachments must be completed for your contract package to be processed.

If you have programmatic questions about your engagement **contract package**, please contact your Bureau Program Manager **Diana Acosta** at **Diana.C.Acosta@mass.gov**.

Please sign with an **authorized signature** and return the contract package via email scan to **Ebony Williams** at **ebony.m.williams2@mass.gov**, no later than close of business on **05/10/2024**.

Sincerely,

Sam Wong
Bureau Director
Office of Local and Regional Health

Acceptable forms of Authorized signatures:

1. Traditional hand drawn “wet signature” (ink on paper);
2. Scan Copy of hand drawn signature
3. Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device;
 - b. An uploaded picture of the signatory’s hand drawn signature
4. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign

Please Note:

The typed text of a signature even in computer-generated cursive script, or an electronic symbol, **are not acceptable forms** of electronic signature.

Award Letter Additional Information

Contract ID #: INTF1200P01236938235

This engagement renewal is funded with American Rescue Plan Act of 2021 (ARPA) dollars and, when applicable, other state and federal funding sources. Additional information can be found at <https://www.mass.gov/info-details/about-covid-19-federal-funds>. The engagement renewal includes two annualized Budget Forms." You are required to complete PHE Budget 1 for your FY25 total only, and the budget will be annualized supporting state fiscal years SFY25-SFY27" You are required to complete PHE Training Budget 2 for your FY25 training total only, and the budget will be annualized supporting state fiscal years SFY25-SFY27" Thus Budget 1 and Budget 2 will equal total dollars budgeted for a single state fiscal year and will be annualized supporting state fiscal years SFY25-SFY27". Attached are three FY25 payment vouchers to sign and return with the signed engagement. The third payment voucher amount is an estimated amount, and after consulting with DPH and the municipality, it may be amended as needed.

Charles River Public Health District Shared Services Arrangement

Serving the Towns of
Dover, Medfield, Needham & Sherborn



Why Shared Services & Intermunicipal Agreement

- “Whereas each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth in the manner provided for in this Agreement”
- “The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are supplemented, additional staff is provided and may be used to provide cross-jurisdictional services, investigations, enforcement and data reporting, and greater collaboration among existing community staff may be encouraged”

CHARLES RIVER PUBLIC HEALTH DISTRICT

D

Dover
Board of Health &
Staff

M

Medfield
Board of Health &
Staff

**Public Health Excellence
(PHE)
Shared Services
Annual Funding
\$325,000
FY 24-FY27**

N

Needham
Board of Health &
Staff

S

Sherborn
Board of Health &
Staff

**Needham Host
Community**

STAFF

KD

Kerry C. Dunnell
Manager 50% PHE

SM

Sam Menard
Asst Manager
20% PHE

KS

Jennifer Casey
Admin Specialist
20% PHE

AM

Amy McInerney
Regional Health Agent
75% PHE

V

VACANT
Regional Public Health
Nurse 60% PHE

Advisory Board
1 vote per community
Quorum is 4
All votes must be
unanimous

Inspection Technology
Contracting, Prepping &
Training

Hiring
Dover, Sherborn & CRHD
Public Health Nurse
Regional Public Health
Nurse

Health Equity
i1) identify ways to increase
workforce diversity
2) Learn & apply standards
for culturally & linguistically
appropriate services

Inspection Support
Food, Housing, Septic and
other inspections

THE WORK FY2025

Governance
Agendas, OML compliance,
Minutes, Website presence

Grant Administration
Funding, purchasing,
deliverable requirements,
reporting, contracts,
payroll

Reporting
Funder, Advisory Board,
Boards of Health

Intermunicipal Agreement
Agree and adopt

Performance Standards
1) Complete Capacity Self-
Assessment with each
community
2) Develop infectious
disease case investigation
standards, common
resources, and protocol for
community support
3) Training to address
community gaps in meeting
performance standards
4) Assess & plan for staff to
be able to meet workforce
standards

Sustainability
1) Establish inventory
system for regional
resources
2) Conduct Strategic
Planning

Updated 9/5/2024

How does Charles River Public Health District work?

- Governed by Advisory Board of representatives from each community Board of Health.
- Professional staff present proposals for annual workplan & budget to address priorities of Advisory Board.
- Activities and expenditures must
 - Advance ability to meet MA public health performance standards
 - Benefit all four communities
 - Be agreed to by all four communities, and
 - Meet MA DPH allowable cost guidelines
- Advisory Board meets monthly to discuss needs, priorities and workplan progress.



What can Shared Services do for your community?

- Augment existing environmental health capacity
- Support existing public health nursing capacity
- Contract for inspection technology
- Coordinate needs assessment & data gathering
- Reimburse costs of professional training and professional association dues for local public health staff & board members



Intermunicipal Agreement

- Agreement to MGL Chapter 40 4A.
- Preliminary draft provided by MA DPH through technical assistance contract with MA Association of Health Boards
- Reviewed by Needham Town Counsel
- Addresses role of host community, responsibilities of member communities, governance structure.
- Required as a condition funding through the MA DPH Office of Local & Regional Health

Contact Information

Kerry Dunnell – Shared Services & Training Hub Manager

Work phone 781-223-6246

kdunnell@needhamma.gov

Sam Menard – Assistant Manager and Lead Trainer

smenard@needhamma.gov

Work phone 781-223-6246





SELECT BOARD TOWN OF NEEDHAM AGENDA FACT SHEET

MEETING DATE: 09/10/2024

Agenda Item	Abatement of Community Stormwater Mitigation Assessments Policy
Presenter(s)	David Davison, Deputy Town Manager/Director of Finance Carys Lustig, Director of Public Works Cecilia Simchak, Assistant Director of Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
After a Public Hearing held on March 28, 2023 by the Select Board, the Board voted on April 12, 2023 to approve the rate structure for the purpose of funding future capital improvements to alleviate the impact of polluted stormwater runoff. The Town began billing the assessments with the April 2024 water and sewer bills. The purpose of the policy is to allow the Town Manager upon the recommendation of the Director of Public Works to abate billed assessments that are incorrect.	
2.	VOTE REQUIRED BY SELECT BOARD
Move that the Board adopt the attached policy SB-FIN-013, Abatement of Community Stormwater Mitigation Assessments, and authorize the Chair of the Board to sign attesting to the adoption of the policy.	
3.	BACK UP INFORMATION ATTACHED
1. Proposed Abatement of Community Stormwater Mitigation Assessments Policy	

Town of Needham Select Board	
Policy Number:	SB-FIN-013
Policy:	Abatement of Community Stormwater Mitigation Assessments
Date Approved:	September 10, 2024
Date Revised:	
Approved:	_____

Policy:

Administrative Abatements: Upon the recommendation of the Director of Public Works, the Town Manager may abate community stormwater mitigation assessments for the following reasons: billing error, incorrect allocation, incorrect impervious surface calculations, or incorrect tier assessment. Requests for abatement may be accepted up to one year after the billing of the disputed charge.

Procedures:

Administrative Abatements: If a request meets the policy criteria for abatement due to billing error, incorrect allocation, incorrect impervious surface calculations, or incorrect tier assessment, the Director of Public Works will make a recommendation to the Town Manager. If the Town Manager agrees to abate assessment, the Department of Public Works will notify the customer in writing and credit the customer's account by the abatement amount. If an abatement is denied, the Department of Public Works will so notify the customer in writing.

Documentation: Supporting documentation for abatement of community stormwater mitigation assessment will be retained for two years following approval/denial. A schedule showing the names, accounts, and the amount of the abatements is to be provided to the Treasurer/Collector and Town Accountant.

Right of Appeal: A customer who disagrees with the determination of the Director of Public Works or Town Manager may address a letter of appeal to the Select Board, in care of the Town Manager.



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

MEETING DATE: 9/10/2024

Agenda Item	Close October 21, 2024 Special Town Meeting
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board is scheduled to close the warrant for the October 21, 2024 Special Town Meeting.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to close the warrant for the October 21, 2024 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel and Bond Counsel.	
3.	BACK UP INFORMATION ATTACHED
a. Draft Special Town Meeting Warrant 9/10/2024	

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 9.10.2024

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 \$255,855 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: The Town has negotiated with Eversource on several projects where roads have been disturbed through off-season work, or in areas where the Town had intended to pave the road in the upcoming year. The Town has allowed the work, and in return Eversource provided the Town with monetary compensation to enable the Town to repave the roads. Funds appropriated in this article will be used to supplement the Town's infrastructure funds to either perform the work on the actual roads disturbed, or to reimburse the funding for roads that were disturbed and have already been paved using infrastructure funds. Funds will then be available for additional work. The roads subject to payment from Eversource in this article include: Tanglewood Road, Damon Road, Tillotson Road, Hollow Ridge Road, Pythias Circle, Sunnyside Road, and Nichols Street.

ARTICLE 2: APPROPRIATE FOR COMMUNITY OPIOID SETTLEMENT FUND PROGRAM

To see if the Town will vote to raise and/or transfer and appropriate \$82,000 for the Community Opioid Settlement Fund Plan program, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from the Opioid Settlement Stabilization Fund; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This funding request will allow for the use of \$82,000 from the Opioid Settlement Stabilization Fund for its legally required purpose of preventing substance misuse, implementing harm reduction programs, and supporting the treatment and recovery of persons who misuse substances,

particularly opioids. The Town's efforts will be led by the Health & Human Services Department, and will reflect close collaboration with other Town departments, Needham Public Schools, and community partners. Funding will be allocated to converting the part-time Behavioral Health Peer Support Specialist to full-time status, expanding the deployment of opioid overdose reversal kits with AEDs throughout the Town of Needham, and continuing education programs aimed at youth, those experiencing substance use, and loved ones of those experiencing substance use. This funding will support the program through FY2025 – requests for funding for FY2026 and beyond will now be on an annual cycle at the Annual Town Meeting in May. The balance in the fund prior to appropriation is \$329,858.89.

ARTICLE 3: APPROPRIATE FOR STEPHEN PALMER PLANNING

To see if the Town will vote to raise and/or transfer and appropriate \$150,000 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 Information:

ARTICLE 4: 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 reducing the amounts of money appropriated under some of the line items and appropriating new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
10	Reserve Fund	\$2,000,000	\$1,909,400
14B	Finance Department Expenses	\$586,998	\$677,598

or take any other action relative thereto.

INSERTED BY: Finance Committee

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 5: 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 reducing the amounts of money appropriated under some of the line items and appropriating 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 6: 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 reducing the amounts of money appropriated under some of the line items and appropriating 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 7: UNPAID BILLS OF A PRIOR YEAR

To see if the Town will vote to raise and/or transfer and appropriate, or otherwise provide \$518 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
OTM/Human Resources	BID - Needham	Medical Services	2022	\$518.00

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

To see if the Town will vote to raise and/or transfer and appropriate \$143,998 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 9: AMEND ZONING BY-LAW – MULTI-FAMILY OVERLAY DISTRICT (BASE PLAN)

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

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

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

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

MFOD – Multi-family Overlay District

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

3.17 Multi-family Overlay District

3.17.1 Purposes of District

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

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

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

3.17.2 Scope of Authority

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

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

3.17.2.1 Subdistricts

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

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

3.17.3 Definitions

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

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

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

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

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

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

Open space – Contiguous undeveloped land within a parcel boundary.

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

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

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

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

Site plan review authority – The Town of Needham Planning Board

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

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

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

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

3.17.4 Use Regulations

3.17.4.1 Permitted Uses

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

- (a) Multi-family housing.

3.17.4.2 Accessory Uses.

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

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

3.17.5 Dimensional Regulations

3.17.5.1 Lot Area, Frontage and Setback Requirements

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

	A-1	B	ASB-MF	CSB	HAB	IND
Minimum Lot Area (square feet)	20,000	10,000	10,000	10,000	10,000	10,000
Minimum Lot Frontage (feet)	120	80	80	80	80	80
Minimum Front Setback (feet) from the front property line	25	10	Minimum 10 Maximum 15 ^{f, g}	20 feet for buildings with frontage on Chestnut Street 10 feet for all other buildings	20	25
Minimum Side and Rear Setback (feet)	20	10 ^{a, b}	10 ^{a, d}	20 (side) ^{a, b, e}	20 ^{a, b}	20 ^{a, b}

- (a) The requirement of an additional 50-foot side or rear setback from a residential district as described in Subsection 4.4.8 Side and Rear Setbacks Adjoining Residential Districts or Subsection 4.6.5 Side and Rear Setbacks Adjoining Residential Districts shall not apply.
- (b) Any surface parking, within such setback, shall be set back 10 feet from an abutting residential district and such buffer shall be suitably landscaped.

- (c) Any underground parking structure shall be located entirely below the grade of the existing lot and set back at least ten (10) feet from the lot line and the surface of the garage structure shall be suitably landscaped in accordance with Subsection 4.4.8.5 Landscaping Specifications.
- (d) The rear and side setbacks are 20 feet along the MBTA right-of-way. With respect to any lot partially within an underlying residential district, (i) no building or structure for a multi-family residential use shall be placed or constructed within 110 feet of the lot line of an abutting lot containing an existing single family residential structure and (ii) except for access driveways and sidewalks, which are permitted, any portion of the lot within said residential district shall be kept open with landscaped areas, hardscaped areas, outdoor recreation areas (e.g., swimming pool) and/or similar open areas.
- (e) On the west side of Chestnut Street, the rear setback shall be 20 feet. On the east side of Chestnut Street, the rear setback shall be 30 feet.
- (f) Seventy percent (70%) of the main datum line of the front facade of the building shall be setback no more than 15 feet, except that periodic front setbacks greater than fifteen (15) feet are allowed if activated by courtyards, landscaping, drive aisles, amenity areas, or other similar site design features that enhance the streetscape. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board if less than seventy percent (70%) of the main datum line front façade of the building is setback 15 feet.
- (g) In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for an additional curb cut on Highland Avenue or West Street. For the sake of clarity, modifications to existing curb cuts do not require a Special Permit.

3.17.5.2 Building Height Requirements

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

	A-1	B	ASB-MF	CSB	HAB	IND
Maximum Building Height (stories)	3.0	3.0	3.0 ^c	3.0	3.0	3.0
Maximum Building Height (feet)	40	40	40 ^c	40	40	40

- (a) Exceptions. The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, stair overruns, elevator overruns, mechanical equipment, roof parapets, architectural screening, or other ornamental features of buildings, which features (i) are in no way used for living purposes; (ii) do not occupy more than 25% of the gross floor area of the building and (iii) do not project more than 15 feet above the maximum allowable height.
- (b) Exceptions: Renewable Energy Installations. The Site Plan Review Authority may waive the height and setbacks in Subsection 3.17.5.2 Building Height Requirements and Subsection 3.17.5.1 Lot Area, Frontage and Setback Requirements to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall be appropriately screened, consistent with the requirements of the

underlying district; shall not create a significant detriment to abutters in terms of noise or shadow; and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.

- (c) In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for a height of four stories and 50 feet, provided that the fourth story along Highland Avenue and West Street incorporates one or more of the following design elements: (i) a pitched roof having a maximum roof pitch of 45 degrees; (ii) a fourth story recessed from the face of the building by a minimum of 12 feet; and/or (iii) such other architectural design elements proposed by the Applicant and approved by the Planning Board during the Special Permit process.

3.17.5.3 Building Bulk and Other Requirements

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

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

- (a) The total land area used in calculating density shall be the total acreage of the lot on which the development is located.
- (b) In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for an FAR of up to 1.7.
- (c) In the ASB-MF subdistrict, the following shall not be counted as floor area for purposes of determining the maximum floor area ratio: (i) interior portions of a building devoted to off-street parking; (ii) parking garages, structured parking or deck/rooftop parking that are screened in a manner compatible with the architecture of the building from Highland Avenue and the Needham Heights Common. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board to exclude additional areas from floor area for purposes of determining the maximum floor area ratio.

3.17.5.4 Multiple Buildings on a Lot

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

3.17.5.5 Use of Dwelling Units

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

3.17.6 Off-Street Parking

- (a) The minimum number of off-street parking spaces shall be one space per dwelling unit for all subdistricts within the Multi-family Overlay District.
- (b) Parking areas shall be designed and constructed in accordance with Subsection 5.1.3 Parking Plan and Design Requirements. The remaining provisions of Section 5.1 Off Street Parking Regulations shall not apply to projects within the Multi-family Overlay District.
- (c) Enclosed parking areas shall comply with Subsection 4.4.6 Enclosed Parking.
- (d) No parking shall be allowed within the front setback. Parking shall be on the side or to the rear of the building, or below grade.
- (e) The minimum number of bicycle parking spaces shall be one space per dwelling unit.
- (f) Bicycle storage. For a multi-family development of 25 units or more, no less than 25% of the required number of bicycle parking spaces shall be integrated into the structure of the building(s) as covered spaces.

3.17.7 Development Standards

- (a) Notwithstanding anything in the Zoning By-Laws outside of this Section 3.17 to the contrary, Multi-family housing in the Multi-family Overlay District shall not be subject to any special permit requirement.
- (b) Building entrances shall be available from one or more streets on which the building fronts and, if the building fronts Chestnut Street, Garden Street, Highland Avenue, Hillside Avenue, Rosemary Street, or West Street, the primary building entrance must be located on at least one such street.
- (c) Site arrangement and driveway layout shall provide sufficient access for emergency and service vehicles, including fire, police, and rubbish removal.
- (d) Plantings shall be provided and include species that are native or adapted to the region. Plants on the Massachusetts Prohibited Plant List, as may be amended, are prohibited.
- (e) All construction shall be subject to the current town storm water bylaws, regulations, and policies along with any current regulations or policies from DEP, state, and federal agencies.
- (f) Control measures shall be employed to mitigate any substantial threat to water quality or soil stability, both during and after construction.
- (g) Off-site glare from headlights shall be controlled through arrangement, grading, fences, and planting. Off-site light over-spill from exterior lighting shall be controlled through luminaries selection, positioning, and mounting height so as to not add more than one foot candle to illumination levels at any point off-site.
- (h) Pedestrian and vehicular movement shall be protected, both within the site and egressing from it, through selection of egress points and provisions for adequate sight distances.
- (i) Site arrangements and grading shall minimize to the extent practicable the number of removed trees 8" trunk diameter or larger, and the volume of earth cut and fill.
- (j) No retaining wall shall be built within the required yard setback except a retaining wall with a face not greater than four (4) feet in height at any point and a length that does not exceed forty (40) percent of the lot's perimeter. Notwithstanding the foregoing, retaining walls may graduate in height from four (4) to seven (7) feet in height when providing access to a garage or egress entry doors at the basement level, measured from the basement or garage floor to the top of the wall. In

such cases, the wall is limited to seven (7) feet in height for not more than 25% of the length of the wall.

- (k) Retaining walls with a face greater than twelve (12) feet in height are prohibited unless the Applicant's engineer certifies in writing to the Building Commissioner that the retaining wall will not cause an increase in water flow off the property and will not adversely impact adjacent property or the public.

Special Development Standards for the A-1 Subdistrict

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

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

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

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

3.17.8 Affordable Housing

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

3.17.8.1 Provision of Affordable Housing.

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

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

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

3.17.8.2 Development Standards.

Affordable Units shall be:

- (a) Integrated with the rest of the development and shall be compatible in design, appearance, construction, and quality of exterior and interior materials with the other units and/or lots;
- (b) Dispersed throughout the development;
- (c) Located such that the units have equal access to shared amenities, including light and air, and utilities (including any bicycle storage and/or Electric Vehicle charging stations) within the development;
- (d) Located such that the units have equal avoidance of any potential nuisances as market-rate units within the development;
- (e) Distributed proportionately among unit sizes; and
- (f) Distributed proportionately across each phase of a phased development.

- (g) Occupancy permits may be issued for market-rate units prior to the end of construction of the entire development provided that occupancy permits for Affordable Units are issued simultaneously on a pro rata basis.

3.17.9 Site Plan Review.

3.17.9.1 Applicability.

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

3.17.9.2 Submission Requirements.

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

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

3.17.9.3 Timeline.

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

3.17.9.4 Site Plan Approval.

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

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

3.17.9.5 Waivers

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

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

3.17.9.6 Project Phasing.

An Applicant may propose, in a Site Plan Review submission, that a project be developed in phases subject to the approval of the Site Plan Review Authority, provided that the submission shows the full buildout of the project and all associated impacts as of the completion of the final phase. However, no project may be phased solely to avoid the provisions of Subsection 3.17.7 Affordable Housing.

3.17.10 Design Guidelines

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

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

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

exterior façade of a building in the Center Business District, shall review and may approve such façade change.

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

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

so that this paragraph reads as follows:

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

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 10: AMEND ZONING BY-LAW – MAP CHANGE FOR MULTI-FAMILY OVERLAY DISTRICT (BASE PLAN)

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

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

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

(539.11) feet, more or less; southwesterly by the land of the Commonwealth of Massachusetts, State Highway I-95, four hundred sixty-six (466) feet, more or less; northwesterly by the northerly sideline of Charles River, two hundred seventy-six (276) to the point of beginning.

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

Beginning at the point of intersection of the easterly sideline of M.B.T.A and the southerly sideline of Keith Place; thence running southeasterly by the southerly sideline of Keith Place to the intersection with northerly sideline of Chestnut Street; southwesterly by the northerly sideline of Chestnut Street to the intersection with northerly sideline of Freeman Place; northeasterly to a point on the southerly sideline of Chestnut Street, approximately four hundred and ninety-five 88/100 (495.88) feet from the intersection with southerly sideline of School Street; southeasterly by the southerly property line of Deaconess-Glover Hospital Corporation, one hundred and eighty-seven 68/100 (187.68) feet, more or less; southwesterly by the easterly property line of Deaconess-Glover Hospital Corporation, ninety-six 74/100 (96.74) feet, more or less; southwesterly by the westerly property line of Chaltanya Kadem and Shirisha Meda, eighty-two 80/100 (82.80) feet, more or less; southwesterly by the westerly property line of Huard, eighty-two 80/100 (82.80) feet, more or less; southwesterly by the westerly property line of Reidy, ninety-seven 40/100 (97.40) feet, more or less; northeasterly by the northerly property line of L. Petrini & Son Inc, fifteen 82/100 (15.82) feet, more or less; southwesterly by easterly property line of L. Petrini & Son Inc, one hundred and seventy-seven 77/100 (177.77) feet, more or less; northeasterly by the easterly property line of L. Petrini & Son Inc, one hundred and two 59/100 (102.59) feet, more or less; southwesterly by the easterly property line of L. Petrini & Son Inc, fifty 16/100 (50.16) feet, more or less; northeasterly by the easterly property line of L. Petrini & Son Inc, seven 39/100 (7.39) feet, more or less; southwesterly by the easterly property of Briarwood Property LLC, seventy-five (75.00) feet, more or less; northeasterly by the easterly property of Briarwood Property LLC, one hundred (100) feet, more or less; southwesterly by the easterly property of Briarwood Property LLC, two hundred and forty-nine 66/100 (249.66) feet, more or less; southeasterly by the southerly property of Briarwood Property LLC, two hundred ninety-three (293.28) feet, more or less; southwesterly by the easterly property of Veterans of Foreign Wars, one hundred and fifty (150) feet, more or less; northeasterly by the southerly property line of Veterans of Foreign Wars, eighty-five (85) feet, more or less; southwest by the easterly property of M.B.T.A, one hundred and sixty (160) feet, more or less; southeasterly by the northerly sideline of Junction Street to intersection with westerly sideline of Chestnut; southwesterly by the westerly sideline of Chestnut Street to intersection with northerly sideline of property of M.B.T.A; southwesterly by the southerly property line of Castanea Dentata LLC, two hundred and twenty-eight 81/100 (228.81) feet, more or less; southwesterly by the southerly property line of Castanea Dentata LLC, one hundred and eight 53/100 (108.53) feet, more or less; northwesterly by the southerly property line of Castanea Dentata LLC, one hundred and thirty-six 6/100 (136.06) feet, more or less; northwesterly by the southerly property line of Castanea Dentata LLC, one hundred and ten 10/100 (110.10) feet, more or less; thence running northeasterly by the easterly sideline of M.B.T.A. to the point of beginning.

- (c) Place in the IND Subdistrict of the Multi-family Overlay District a portion of land now zoned Industrial and Single Residence B and located directly to the south and east of Denmark Lane as

shown on Needham Town Assessors Map 132, Parcel 2, superimposing that district over the existing Industrial and Single Residence B districts, said description being as follows:

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

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

Beginning at the point of intersection of the westerly sideline of M.B.T.A. and the northerly sideline of Great Plain Ave; thence running southwesterly by the northerly sideline of Great Plain Ave, nine 32/100 (9.32) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-three 17/100 (53.17) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-six 40/100 (56.40) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-six 92/100 (56.92) feet, more or less; northwesterly by the westerly property line of Town of Needham, on an arch length one hundred and twelve 99/100 (112.99) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifteen 10/100 (15.10) feet, more or less; northeasterly by the westerly property line of Town of Needham, one hundred and thirty-eight 83/100 (138.83) feet, more or less; southeasterly by the northerly property line of Town of Needham, thirty-three 42/100 (33.42) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, forty (40) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, eighty-one 99/100 (81.99) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, fifty-eighty 31/100 (58.31) feet, more or less; northeasterly by the easterly sideline of Garden Street to intersection with May Street; northeasterly by the southerly sideline of May Street, sixty-one 33/100 (61.33) feet, more or less; southwesterly by the westerly sideline of M.B.T.A to the point of beginning.

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

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

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

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

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

Beginning at the point of intersection of the northerly sideline of Rosemary Street and the easterly sideline of Concannon Circle; thence running northwesterly by the easterly sideline of Concannon Circle, one hundred and sixty (160) feet, more or less; northwesterly by the easterly property line of 15 Concannon Circle Realty Trust, two hundred and thirty-two 75/100 (232.75) feet, more or less; northwesterly by the easterly property line of L. Petrini and Son Inc, one hundred and forty-five 84/100 (145.84) feet, more or less; northeasterly by the northerly property line of L. Petrini and Son Inc, one hundred and twenty-five (125) feet, more or less; northwesterly by the westerly sideline of Tillotson Road, one hundred and twelve (112) feet, more or less; northeasterly across Tillotson Road to the northeasterly corner of the property of L. Petrini and Son Inc, forty (40) feet, more or less; northeasterly by the northerly property line of L. Petrini and Son Inc, one hundred and twenty-five (125) feet, more or less; northwesterly by the easterly property line of Petrini Corporation, one hundred and nineteen 94/100 (119.94) feet, more or less; northeasterly by the southerly property line of L. Petrini and Son Inc, one hundred and sixty-two (162) feet, more or less; northwesterly by the easterly property line of Rosemary Ridge Condominium, three hundred and twenty-eight (328) feet, more or less; northeasterly by the northerly property line of Rosemary Ridge Condominium, two hundred and ninety (290) feet, more or less; northeasterly by the northerly property line of Rosemary Ridge Condominium, one hundred and sixty-two 19/100 (162.19), more or less; northwesterly by the northerly property line of Rosemary Ridge Condominium, one hundred and thirty (130), more or less; southeasterly by the northerly property line of Rosemary Ridge Condominium, two hundred and forty-one 30/100 (241.30), more or less; southeasterly by the northerly property line of Pop Realty LLC, ninety-four 30/100 (94.30), more or less to westerly side of Hillside Avenue; southeasterly by the westerly sideline of Hillside Avenue to intersection with northerly sideline of Rosemary Street; southeasterly by the northerly sideline of Rosemary Street to the point of beginning.

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

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

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

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

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

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

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

Beginning at the bound on easterly side of Hunnewell Street, approximately three hundred and thirty-two 35/100 (332.35) feet from the intersection with Hillside Avenue; thence running southwesterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and ninety-one 13/100 (191.13) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, sixty-eight 68/100 (68.75) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and thirty (130) feet, more or less; southeasterly by the easterly property line of Drack Realty LLC, seventy-three (73) feet, more or less; southwesterly by the easterly property line of Drack Realty LLC, one hundred and forty (140) feet, more or less; northeasterly by the northerly property line of Lally, forty-one (41) feet, more or less; southeasterly by the easterly property line of Lally, seventy-five (75) feet, more or less; southwesterly by the southerly property line of Lally, one hundred (100) feet, more or less; southwesterly to the center of Crescent Road, twenty (20) feet, more or less; southeasterly by the center of Crescent Road, twenty-nine (29) feet, more or less; southwesterly to a bound located twenty-nine feet from the angle point on the easterly side of Crescent Road; southwesterly by the southerly property line of 66 Crescent Road LL, four hundred and fifteen 60/100 (415.60) feet, more or less; northwesterly by the easterly property line of Town of Needham, fifty-two 37/100 (52.37) feet, more or less; northwesterly by the easterly property line of Town of Needham, one hundred and sixty-two 37/100 (162.37) feet, more or less; southwesterly by the easterly property line of Town of Needham, forty-five 76/100 (45.76) feet, more or less; northwesterly by the easterly property line of Town of Needham, one hundred and forty-three 92/100 (143.92) feet, more or less; northwesterly by the easterly property line of Town of Needham, fifteen 71/100 (15.71) feet, more or less; southwesterly by the easterly property line of Town of Needham, two hundred and forty-eight 40/100 (248.40) feet, more or less; northwesterly by the easterly property line of Town of Needham, fifty-three 33/100 (53.33) feet, more or less; northeasterly by the northerly property line of 166 Crescent Road LLC, five hundred and fifty-five 68/100 (555.68) feet, more or less; northeasterly to the center of Crescent Road, twenty (20) feet, more or less; northwesterly by the center of Crescent Road, fifty-six 47/100 (56.47) feet, more or less; northeasterly to the bound located four 38/100 (4.38) feet from the end of the Crescent Road; northeasterly by the northerly property line of Microwave Development Laboratories Inc, one hundred and forty-six 29/100 (146.29) feet, more or less; southeasterly by the northerly property line of Microwave Development Laboratories Inc, fifty-four 82/100 (54.82) feet, more or less; northeasterly by the northerly property line of Microwave Development Laboratories Inc, fifty-four 21/100 (54.21) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and ninety-five 81/100 (195.81) feet, more or less; northeasterly by the easterly property line of Microwave Development Laboratories Inc, seven (7) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, ninety-one (91) feet, more or less; northeasterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and forty-two (142) feet, more or less; southeasterly by the easterly sideline of Hunnewell Street, twenty (20) feet to the point of beginning.

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

district over the existing Apartment A-1 and Single Residence B districts, said description being as follows:

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

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

**ARTICLE 11: AMEND ZONING BY-LAW – MULTI-FAMILY OVERLAY DISTRICT
(NEIGHBORHOOD HOUSING PLAN)**

To see if the Town will vote to amend the Needham Zoning By-Law, inclusive of those amendments adopted under Article 1 and Article 2, as follows, and to act on anything related thereto:

1. Amending the definition of Mixed-Use Building in Section 1.3 to include the Multi-family Overlay District, so that the definition reads as follows:

Mixed-Use Building – A building in the Needham Center, Chestnut Street, Garden Street or Multi-family Overlay District in which the ground floor facing the street is used for such retail or restaurant uses as may be permitted by right or by special permit in the applicable overlay district, and other ground-floor and upper-floor space is used for other commercial use(s) or dwelling units(s), and subject to any additional qualifications provided for in the applicable overlay district.

2. Amending Section 3.17 Multi-family Overlay District by revising Subsection 3.17.2.1 Subdistricts to read as follows:

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

- (a) A-1
- (b) B
- (c) ASB-MF
- (d) CSB-E (Chestnut Street Business – East)
- (e) CSB-W (Chestnut Street Business – West)
- (f) CSB-GS
- (g) HAB
- (h) IND
- (i) IND-C (Industrial – Crescent)

3. Amending Subsection 3.17.1 Purposes of District by amending the last paragraph to read as follows:

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

4. Amending Subsection 3.17.4. Use Regulations, by adding the following paragraph (b) to Subsection 3.17.4.1 Permitted Uses:

3.17.4.1 Permitted Uses

(b) In the B and CSB subdistricts: A Mixed-Use Building containing commercial use(s) on the ground floor, whether facing the street or otherwise, is permitted by right, provided that all upper floors shall be used as Multi-family Housing. Commercial uses are limited to the uses listed below:

- i. Retail establishments serving the general public containing less than 5,750 gross square feet of floor area. In multi-tenanted structures the provisions of the section will individually apply to each tenant or use and not to the aggregate total of the structure.
- ii. Retail trade or shop for custom work or the making of articles to be sold at retail on the premises.
- iii. Offices and banks.

- iv. Craft, consumer, professional or commercial service established dealing directly with the public and not enumerated elsewhere in this section.
 - v. Personal fitness service establishment, provided all required off-street parking is provided on-site for all land uses located on the subject site and in adherence with the requirements of Section 5.1.2, Required Parking, absent any waivers from the provisions of Subsection 5.1.1.5 and 5.1.1.6.
 - vi. Manufacturing clearly incidental and accessory to retail use on the same premises and the product is customarily sold on the premises.
 - vii. Laundry; coin operated or self-service laundry or dry-cleaning establishment.
5. Amending Subsection 3.17.4. Use Regulations, by adding the following after Subsection 3.17.4.1 Permitted Uses and renumbering Subsection 3.17.4.2 Accessory Uses to 3.17.4.3:

3.17.4.2 Special Permit Uses in the B and CSB Subdistricts.

The following uses are permitted by Special Permit from the Planning Board in the B and CSB sub-districts of the Multi-family Overlay District:

- (a) A Mixed-Use Building containing commercial use(s) listed below on the ground floor, whether facing the street or otherwise, and provided that all upper floors shall be used as Multi-family Housing:
 - i. Restaurant serving meals for consumption on the premises and at tables with service provided by a server.
 - ii. Take-out operation accessory to the above.
 - iii. Take-out food counter as an accessory to a food retail or other non- consumptive retail establishment.
 - iv. Retail sales of ice cream, frozen yogurt, and similar products for consumption on or off the premises.
 - v. Take-out establishment primarily engaged in the dispensing of prepared foods to persons carrying food and beverage away for preparation and consumption elsewhere.
 - vi. Personal fitness service establishment, where there is insufficient off-street parking on-site to serve all land uses located thereon in adherence with the requirements of Subsection 5.1.2 Required Parking but where it can be demonstrated that the hours, or days, of peak parking for the uses are sufficiently different that a lower total will provide adequately for all uses or activities served by the parking lot.

6. Amending Section 3.17 Multi-family Overlay District by replacing the tables in Subsection 3.17.5 Dimensional Requirements with the tables below, with all other text, including footnotes, contained in Subsection 3.17.5 to remain unamended unless noted below:

3.17.5. Dimensional Requirements

Replace the table in 3.17.5.1 Subsection Lot Area, Frontage and Setback Requirements with the tables below:

Table 1A. Lot Area, Frontage and Setback Requirements

	A-1	B	ASB-MF	HAB	IND
Minimum Lot Area (square feet)	20,000	10,000	10,000	10,000	10,000
Minimum Lot Frontage (feet)	120	80	80	80	80
Minimum Front Setback (feet) from the front property line	25	10	Minimum 10 Maximum 15	20	25
Minimum Side and Rear Setback (feet)	20	20 ^{a, b}	10 ^{a, d}	20 ^{a, b}	20 ^{a, b}

Table 1B. Lot Area, Frontage and Setback Requirements

	CSB-E	CSB-W	CSB-GS	IND - C
Minimum Lot Area (square feet)	10,000	10,000	10,000	10,000
Minimum Lot Frontage (feet)	80	80	80	80
Minimum Front Setback (feet) from the front property line	Minimum of 5 feet or average of setbacks within 100 feet, whichever is smaller	Minimum of 5 feet or average of setbacks within 100 feet, whichever is smaller	Minimum of 10 feet or average of setbacks within 100 feet, whichever is smaller	25
Minimum Side and Rear Setback (feet)	20 (side) 30 (rear) ^{a, b}	20 ^{a, b}	20 ^{a, b}	20 ^{a, b}

And delete footnote (e).

Replace the table in Subsection 3.17.5.2 Building Height Requirements with the tables below:

Table 2A. Building Height Requirements

	A-1	B	ASB-MF	HAB	IND
Maximum Building Height (stories) ^d	4.0	4.0 4.5 with commercial ground floor or see 3.17.8.1	3.0 ^c	3.0	3.0
Maximum Building Height (feet) ^d	50	50 55 with commercial ground floor or see 3.17.8.1	40 ^c	40	40

Table 2B. Building Height Requirements

	CSB-E	CSB-W	CSB-GS	IND - C
Maximum Building Height (stories) ^d	3.0 3.5 with commercial ground floor or see 3.17.8.1	4.0 4.5 with commercial ground floor or see 3.17.8.1	3.0 3.5 with commercial ground floor or see 3.17.8.1	3.0
Maximum Building Height (feet) ^d	40 45 with commercial ground floor or see 3.17.8.1	50 55 with commercial ground floor or see 3.17.8.1	40 45 with commercial ground floor or see 3.17.8.1	40

And add new footnote (d):

- (d) The requirements of Subsection 4.4.7 Business Use in Other Districts are not applicable to commercial ground floor uses in the MFOD.

Replace the table in Subsection 3.17.5.3 Building Bulk and Other Requirements with the tables below:

Table 3A. Building Bulk and Other Requirements

	A-1	B	ASB-MF	HAB	IND
Floor Area Ratio (FAR)	1.00	2.00	1.00 ^b	1.00	1.0
Maximum Building Coverage (%)	N/A	N/A	N/A	N/A	N/A
Maximum Dwelling Units per Acre ^a	36	N/A	N/A	24	24

Table 3B. Building Bulk and Other Requirements

	CSB-E	CSB-W	CSB-GS	IND - C
Floor Area Ratio (FAR)	2.00	2.00	2.00	0.75
Maximum Building Coverage (%)	N/A	N/A	N/A	N/A
Maximum Dwelling Units per Acre ^a	N/A	N/A	N/A	24

7. Amending Section 3.17 Multi-family Overlay District by adding the following to Subsection 3.17.7 Development Standards, to read as follows:

(l) For a mixed-use building, entrances to ground-floor dwelling units shall be located on the side or rear of the building, not from any side facing the street, or the entrances may be from a first-floor lobby serving other uses in the building.

(m) For a mixed-use building, the ground floor of the front façade shall contain only retail or restaurant uses allowed by right or by special permit.

8. Amending Section 3.17 Multi-family Overlay District by adding a new paragraph to Subsection 3.17.8.1 Provision of Affordable Housing, immediately following the first paragraph, to read as follows:

3.17.8.1 Provision of Affordable Housing.

In the B and CSB subdistricts, an Applicant may provide an additional 7.5% of units as Workforce Housing Units in place of the requirement for a commercial ground floor to achieve the additional allowable height listed in Tables 2A and 2B under Subsection 3.17.5.2 Building Height Requirements.

9. Amending Section 3.17 Multi-family Overlay District by modifying the first line of Subsection 3.17.8.2 Development Standards to read as follows:

Affordable Units, including Workforce Housing Units, shall be:

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

**ARTICLE 11: AMEND ZONING BY-LAW – MAP CHANGE FOR MULTI-FAMILY
OVERLAY DISTRICT (NEIGHBORHOOD HOUSING PLAN)**

To see if the Town will vote to amend the Needham Zoning By-Law by amending the Zoning Map, inclusive of those changes adopted under Article 2, as follows:

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

Beginning at the point of intersection of the easterly sideline of M.B.T.A and the southerly sideline of Keith Place; thence running southeasterly by the southerly sideline of Keith Place to the intersection with westerly sideline of Chestnut Street; southwesterly by the westerly sideline of Chestnut Street to the intersection with northerly sideline of property of M.B.T.A; northeasterly by the northerly sideline of M.B.T.A; northeasterly by the easterly sideline of M.B.T.A. to the point of beginning.

- (b) Place in the CSB-E Subdistrict of the Multi-family Overlay District a portion of land now zoned Chestnut Street Business and Single Residence B and located directly to the east of Chestnut Street as shown on Needham Town Assessors Map 46, Parcels 12, 13, 14, 15, 16, 17, 18, 19, 32, 33 and 34 superimposing that district over the existing Chestnut Street Business and Single Residence districts and removing the existing CSB Subdistrict of the Multi-family Overlay District, said description being as follows:

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

Property LLC, two hundred and forty-nine 66/100 (249.66) feet, more or less; southeasterly by the southerly property of Briarwood Property LLC, two hundred ninety-three (293.28) feet, more or less; southwesterly by the easterly property of Veterans of Foreign Wars, one hundred and fifty (150) feet, more or less; northeasterly by the southerly property line of Veterans of Foreign Wars, eighty-five (85) feet, more or less; southwest by the easterly property of M.B.T.A, one hundred and sixty (160) feet, more or less; southeasterly by the northerly sideline of Junction Street to intersection with easterly sideline of Chestnut; northeasterly by the easterly sideline of Chestnut Street to the point of beginning.

- (c) Place in the CSB-E Subdistrict of the Multi-family Overlay District a portion of land now zoned Chestnut Street Business and located at 433 Chestnut Street as shown on Needham Town Assessors Map 45, Parcel 6, superimposing that district over the existing Chestnut Street Business district and removing the existing CSB Subdistrict of the Multi-family Overlay District, said description being as follows:

Starting at the point of intersection of the westerly sideline of Chestnut Street and the southerly sideline of M.B.T.A.; southerly by the westerly sideline of Chestnut Street to the intersection with northerly sideline of M.B.T.A; southwesterly by the southerly property line of Castanea Dentata LLC, two hundred and twenty-eight 81/100 (228.81) feet, more or less; southwesterly by the southerly property line of Castanea Dentata LLC, one hundred and eight 53/100 (108.53) feet, more or less; northwesterly by the southerly property line of Castanea Dentata LLC, one hundred and thirty-six 6/100 (136.06) feet, more or less; northwesterly by the southerly property line of Castanea Dentata LLC, one hundred and ten 10/100 (110.10) feet, more or less; running northeasterly by the easterly sideline of M.B.T.A. to the point of beginning.

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

Beginning at the point of intersection of the westerly sideline of M.B.T.A. and the northerly sideline of Great Plain Ave; thence running southwesterly by the northerly sideline of Great Plain Ave, nine 32/100 (9.32) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-three 17/100 (53.17) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-six 40/100 (56.40) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifty-six 92/100 (56.92) feet, more or less; northwesterly by the westerly property line of Town of Needham, on an arch length one hundred and twelve 99/100 (112.99) feet, more or less; northeasterly by the westerly property line of Town of Needham, fifteen 10/100 (15.10) feet, more or less; northeasterly by the westerly property line of Town of Needham, one hundred and thirty-eight 83/100 (138.83) feet, more or less; southeasterly by the northerly property line of Town of Needham, thirty-three 42/100 (33.42) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, forty (40) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, eighty-one 99/100 (81.99) feet, more or less; northwesterly by the southerly property line of Eaton Square Realty LLC, fifty-eighty 31/100 (58.31) feet, more or less; northeasterly by the easterly sideline of Garden Street to intersection with May Street; northeasterly by the southerly sideline of May Street, sixty-one 33/100 (61.33) feet, more or less; southwesterly by the westerly sideline of M.B.T.A to the point of beginning.

- (e) Place in the A-1 Subdistrict of the Multi-family Overlay District a portion of land now zoned Industrial and Single Residence B and located directly to the south and east of Denmark Lane as shown on Needham Town Assessors Map 132, Parcel 2, superimposing that district over the

existing Industrial and Single Residence B districts, and removing the existing IND Subdistrict of the Multi-family Overlay District, said description being as follows:

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

- (f) Place in the A-1 Subdistrict of the Multi-family Overlay District a portion of land now zoned Single Residence B and located directly to the west of Highland Avenue and north of Hunnewell Street as shown on Needham Town Assessors Map 69, Parcel 37, superimposing that district over the existing Single Residence B district, said description being as follows:

Beginning at the point of intersection of the easterly sideline of the M.B.T.A and the northerly sideline of Hunnewell Street; thence running northwesterly by the easterly sideline of the M.B.T.A., on an arch one hundred and twenty-one 22/100 (121.22) feet, more or less; southeasterly by the northerly property line of The Suites of Needham LLC, one hundred and sixty 23/100 (160.23) feet, more or less; southwesterly by the easterly sideline of Highland Avenue to the intersection with northerly sideline of Hunnewell Street; northwesterly by the northerly sideline of Hunnewell Street to the point of beginning.

- (g) Remove from the A-1 Subdistrict of the Multi-family Overlay District a portion of land now zoned Apartment A-1 and Single Residence B and located east and west of Highland Avenue at Cottage Avenue as shown on Needham Town Assessors Map 70, Parcels 24 and 25, said description being as follows:

Beginning at the point on the westerly sideline of Highland Avenue, two hundred and seventeen 63/100 (217.63) from the arch on Webster Street; thence running southwesterly by the westerly sideline of Highland Avenue, three hundred and seventeen (317) feet, more or less; southeasterly across Highland Avenue, fifty (50) feet to a point on the easterly sideline of Highland Avenue; southeasterly by the northerly property line of Avery Park Condominium, two hundred and seventy-eight 75/100 (278.75) feet, more or less; northeasterly by the northerly property line of Avery Park Condominium, sixty-one (61.51) feet, more or less; northeasterly by the northerly property line of Avery Park Condominium, one hundred and seventy-nine 70/100 (179.70) feet, more or less; southwesterly by the westerly sideline of Webster Street, thirty-one 16/100 (31.16) feet, more or less; southwesterly by the southerly property line of Avery Park Condominium, one

hundred and sixty-six 51/100 (166.51) feet, more or less; southwesterly by the southerly property line of Avery Park Condominium, one hundred and five 59/100 (105.59) feet, more or less; southwesterly by the southerly property line of Avery Park Condominium, one hundred and forty-four 62/100 (144.62) feet, more or less; northwesterly by the southerly property line of Avery Park Condominium, two hundred and seventy-seven 29/100 (277.29) feet, more or less; northwesterly across Highland Avenue, fifty (50) feet to a point on the westerly side of Highland Avenue; northwesterly by the southerly property line of Hamilton Highlands LLC, one hundred and fifty-nine 45/100 (159.45) feet, more or less; southwesterly by the southerly property line of Hamilton Highlands LLC, ninety-seven 33/100 (97.33) feet, more or less; northwesterly by the northerly sideline of Cottage Avenue, forty (40) feet, more or less; southwesterly by the southerly property line of Hamilton Highlands LLC, fifteen (15) feet, more or less; northwesterly by the southerly property line of Hamilton Highlands LLC, twenty-five 54/100 (25.54) feet, more or less; northeasterly by the easterly sideline of M.B.T.A., five hundred and seventy-five 57/100 (575.57) feet, more or less; southeasterly by the northerly property line of Hamilton Highlands LLC, one hundred and forty-five 2/100 (145.02) feet, more or less; northeasterly by the northerly property line of Hamilton Highlands LLC, one hundred and one 57/100 (101.57) feet, more or less; southeasterly by the northerly property line of Hamilton Highlands LLC, one hundred and eighty 18/100 (180.18) feet, more or less; southeasterly by the northerly property line of Hamilton Highlands LLC, fifty-six 57/100 (56.57) feet to the point of beginning.

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

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

68/100 (555.68) feet, more or less; northeasterly to the center of Crescent Road, twenty (20) feet, more or less; northwesterly by the center of Crescent Road, fifty-six 47/100 (56.47) feet, more or less; northeasterly to the bound located four 38/100 (4.38) feet from the end of the Crescent Road; northeasterly by the northerly property line of Microwave Development Laboratories Inc, one hundred and forty-six 29/100 (146.29) feet, more or less; southeasterly by the northerly property line of Microwave Development Laboratories Inc, fifty-four 82/100 (54.82) feet, more or less; northeasterly by the northerly property line of Microwave Development Laboratories Inc, fifty-four 21/100 (54.21) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and ninety-five 81/100 (195.81) feet, more or less; northeasterly by the easterly property line of Microwave Development Laboratories Inc, seven (7) feet, more or less; southeasterly by the easterly property line of Microwave Development Laboratories Inc, ninety-one (91) feet, more or less; northeasterly by the easterly property line of Microwave Development Laboratories Inc, one hundred and forty-two (142) feet, more or less; southeasterly by the easterly sideline of Hunnewell Street, twenty (20) feet to the point of beginning.

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

COMMUNITY PRESERVATION ACT ARTICLES

ARTICLE 12: APPROPRIATE FOR HIGH SCHOOL TENNIS COURTS

To see if the Town will vote to raise and/or transfer and appropriate \$3,000,000 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 \$1,100,000 be transferred from the CPA General Reserve, \$300,000 to be transferred from CPA Free Cash, \$1,100,000 be transferred from the Athletic Facility Stabilization Fund, and \$500,000 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 13: 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:

TOWN RESERVE ARTICLES

ARTICLE 14: APPROPRIATE TO CAPITAL IMPROVEMENT FUND

To see if the Town will vote to amend the special stabilization fund adopted under Article 58 of the 2004 Annual Town Meeting called the Capital Improvement Fund to now be known as the Capital Equipment Fund to reserve funds for future appropriation for capital equipment and in accordance with the fourth paragraph of M.G.L. Chapter 40, Section 5B which allows the dedication, without further appropriation, of 100% of the Sale of Surplus Equipment collected into the fund for capital equipment purchases, effective for FY2026 beginning on July 1, 2025; 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].

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 W. Levy, Member

A TRUE COPY

Attest:

Constable:

DRAFT 9.10.2024



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

MEETING DATE: 9/10/2024

Agenda Item	Town Offices Schedule
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Select Board vote to set the following office hours for Town Hall, the Public Services Administration Building, and the Rosemary Recreation Complex on a year-round basis: Monday 8:00 a.m. – 5:00 p.m. Tuesday 8:00 a.m. – 6:00 p.m. Wednesday 8:00 a.m. – 5:00 p.m. Thursday 8:00 a.m. – 5:00 p.m. Friday 8:00 a.m. – 12:30 p.m.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to set the following office hours for Town Hall, the Public Services Administration Building, and the Rosemary Recreation Complex on a year-round basis: Monday 8:00 a.m. – 5:00 p.m. Tuesday 8:00 a.m. – 6:00 p.m. Wednesday 8:00 a.m. – 5:00 p.m. Thursday 8:00 a.m. – 5:00 p.m. Friday 8:00 a.m. – 12:30 p.m.	
3.	BACK UP INFORMATION ATTACHED
a. Memo to the Select Board from Kate Fitzpatrick dated September 6, 2024 b. Cities and Towns Office Schedules	



TOWN OF NEEDHAM

TOWN HALL
Needham, MA 02492-2669

Office of the
TOWN MANAGER

TEL: (781) 455-7500
FAX: (781) 449-4569

TO: Select Board
FROM: Kate Fitzpatrick 
CC: Katie King, Dave Davison, Tatiana Swanson
DATE: September 6, 2024
RE: Town Office Hours

In 2019, The Town of Needham adopted a “summer hours” program that has been in place ever since. The program applied primarily to Town Hall, the Public Services Administration Building, and DPW Operations staff. Employees in other buildings were able to participate based on the needs of the department.

At the Board’s August 13, 2024 meeting, you voted to support the concept of extending the Town Office schedule to a year-round basis and to extend the current shift through September 30 while this proposals was being developed.

We propose that the Board vote to adopt the existing “summer hours” as the core hours for the Town Hall, Public Services Administration Building, and Rosemary Recreation Complex. Park and Recreation staff at the RRC do not participate in the summer hours program currently due to their summer operations, but will be able to participate in the year-round program for the balance of the year. As in the summer hours program, there may be staff in other buildings who can participate in the hours shift based on the needs of the department. The core hours and hours worked are proposed as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday
Core Hours	8:00 - 5:00	8:00 - 6:00	8:00 - 5:00	8:00 - 5:00	8:00 - 12:30
Hours open	9	10	9	9	4.5
Hours worked	8	9	8	8	4.5

Several departments kept track of activity for four Fridays in April and May. While some Friday afternoons were busier than others, overall activity was slower than other weekdays. Most of the activity on the logs was not urgent in nature (notary inquiries, general questions, payment drop-off, etc.). Many departments report that in-person visits have dropped significantly since the launch of the online licensing, permit, application, and payment programs and the availability of drop boxes. Staff have developed and implemented ways for residents and customers to access Town services and will continue to do so.

Attached is a chart of Town and City Hall Hours of Operation for some Massachusetts communities. Of the 63 communities surveyed, only ten are **open** on Friday afternoons.

Finally, while this proposal applies to certain buildings (and staff in other buildings as appropriate), we continue to discuss options for DPW employees, including the RTS staff, and will discuss any proposals with the Board in the future.

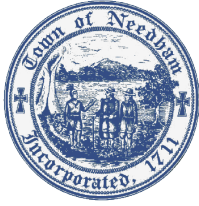
I look forward to discussing this proposal with the Board on September 10th.

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)
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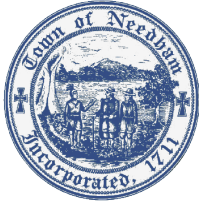


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 9/10/2024

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

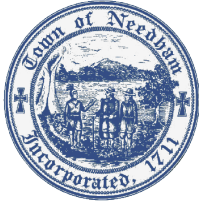


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 9/10/2024

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	



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

MEETING DATE: 9/10/2024

Agenda Item	Executive Session
Presenter(s)	

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Exception 3: to discuss the purchase of real property.
2.	VOTE REQUIRED BY SELECT BOARD
	Move that the Select Board enter into executive session pursuant to: <u>Exception 6</u> : To discuss the purchase of real property. and not to return to Open Session prior to adjournment.
3.	BACK UP INFORMATION ATTACHED
	None.

**Town of Needham
Select Board
Minutes for Tuesday, May 14, 2024
Select Board's Chamber and
Via ZOOM**

<https://us02web.zoom.us/j/89068374046>

6:01 p.m. Call to Order:

A meeting of the Select Board was convened by Chair Kevin Keane. Those present were Vice Chair Heidi Frail, Cathy Dowd, and Joshua Levy, and Town Manager Kate Fitzpatrick. David Davison, Deputy Town Manager/Director of Finance, Katie King, Deputy Town Manager, and Susan Metropol, Recording Secretary, were also in attendance. Marianne Cooley joined at 6:55 p.m.

6:01 p.m. Public Comment Period:

Andrea Wizer, 7 Emerson Road, shared an idea regarding Article 30 and the Quiet Zone in Needham, proposing that the Select Board investigate the possibility of introducing a local bus from the Junction to replace the train from this point for the remainder of the train line. She suggested that this would eliminate the train whistle through Town and potentially improve traffic in Needham Center.

6:05 p.m. Public Works Week Proclamation:

Presenter: Shane Mark, Assistant Director of Public Works

Shane Mark discussed the upcoming Public Works Week activities along with the benefits and services residents see from the work DPW performs. He highlighted the DPW's goal of improving quality of life by providing the following, among other services:

- Clean and safe drinking water
- Safe streets and sidewalks for all users
- Safe and usable open spaces in parks and grounds
- Emergency management during weather events

Mr. Mark noted that the Town will celebrate the work and accomplishments of staff this week through a range of activities, including events such as the Touch a Truck event and Food Drive for Needham Community Food Bank, daily social media highlights, and a luncheon for Public Works staff funded through donations from management. Ms. Frail then read the 2024 Public Works Week Proclamation in recognition of the 64th annual National Public Works Week. Mr. Mark also recognized Kristen Wright, DPW Management Analyst, as the recipient of a scholarship from the New England Chapter of the American Public Works Association that will enable her attendance at the Public Works Expo this year in Atlanta.

Motion by Ms. Dowd that the Board vote to approve and sign the 2024 Public Works Week Proclamation.

Second: Mr. Levy. Unanimously approved 4-0.

6:14 p.m. Alcohol License Hearing – Shivmegh LLC, d/b/a Needham Center Fine Wines
Presenter: Viralkumar Patel, Manager of Record, John Schlittler, Chief of Police

The Select Board, as the local licensing authority, held a hearing in accordance with the provisions of M.G.L. c. 138 Sections 12, 34, 64, and 67 and Town of Needham Regulations for the Sale of Alcoholic Beverages. The purpose of the hearing was to consider the modification, suspension, revocation, or cancellation of the Section 15 Package Store All Alcohol license for Shivmegh LLC, d/b/a Needham Center Fine Wines.

Chief John Schlittler provided an overview of the routine compliance check conducted at Needham Center Fine Wines on December 6, 2023, during which an undercover operative under 21 years of age successfully purchased alcohol, even after the cashier checked his ID, which was an out-of-state ID. Chief Schlittler noted that the cashier did not use a scanner. Mr. Patel requested that the proposed penalty initially offered – a one-day suspension held in abeyance for serving a minor and a two-day suspension for failure to have a scanning device/software – be reduced. Discussion ensued among Select Board members regarding the penalty and the importance of the new requirement for businesses to utilize a scanner to check consumer identification, among other updated requirements.

Motion by Mr. Levy that the Select Board finds sufficient evidence that, on December 6, 2023, Shivmegh LLC, d/b/a Needham Center Fine Wines violated:

- a. 203 CMR 2.05(2) permitting an illegality on the licensed premises, to wit: Chapter 138, Section 34, sale or delivery of an alcoholic beverage to a person under twenty-one years of age; and
- b. Town of Needham Regulations for the Sale of Alcoholic Beverages to wit: Section 3.5.13, requiring use of a digital card scanner to confirm authenticity of identification for patrons appearing under the age of 40; and such evidence has been found.

Second: Ms. Dowd. Unanimously approved 4-0.

Motion by Ms. Frail that the Select Board suspend Shivmegh LLC, d/b/a Needham Center Fine Wines' Section 15 Package Store All Alcoholic Liquor License for a period of three days to be served on dates set in the future to be provided to the Board in writing; and

Second: Ms. Dowd. Unanimously approved 4-0.

Motion by Ms. Frail that the Select Board authorize the Town Manager to draft and send notice of the Select Board's decision to the Licensee and to the Alcoholic Beverages Control Commission.

Second: Ms. Dowd. Unanimously approved 4-0.

6:30 p.m. Climate Action Roadmap:
Presenter: Stephen Frail, Climate Action Plan Committee Chair, Gabby Queenan, Sustainability Manager

The Climate Action Plan Committee (CAPC) was established to guide the Town in developing a plan that meets or exceeds the State’s climate mitigation and resilience goals. Needham’s draft of the Climate Action Roadmap outlines the Town’s commitment to achieving Net Zero greenhouse gas emissions by 2050, as mandated by the Commonwealth of Massachusetts and directed by the Needham Select Board. The roadmap is the result of extensive research, community engagement, and collaboration with various stakeholders. The roadmap was approved in its current form by a vote of the CAPC. The CAPC is seeking the Select Board’s vote to adopt the Climate Action Roadmap. Mr. Frail highlighted the townwide effort that has contributed to its development. The roadmap outlines specific targets, milestones, and actionable strategies across all sectors of our community. Ms. Queenan also provided some of the highlights of her work in the past six months since she joined the Town as Sustainability Manager. Upcoming priorities include the Green Municipal Aggregation, the Community Leaders Grant Program, ensuring the availability of electric vehicle chargers, and working on outreach through a potential Electrify Needham campaign.

Mr. Keane thanked CAPC for developing recommendations that will enable the Town to ensure that future buildings are built to a higher climate standard.

Motion by Ms. Frail that the Board vote to adopt and publish the Climate Action Roadmap.

Second: Ms. Dowd. Unanimously approved 4-0.

6:49 p.m. Appointment Calendar and Consent Agenda:
Motion by Ms. Frail that the Board vote to approve the Consent Agenda as presented.
Second: Mr. Levy. Unanimously approved 4-0.

CONSENT AGENDA

1.	Approve the following donation to Needham Youth & Family Services (YFS): • \$6,250 from Needham Community Council towards future community programming
2.	Approve a request from Jessica Rice, Jog Your Memory 5K, Inc., to hold the road event “Jog Your Memory 5K.” The event is scheduled for Sunday, September 15, 2024, at 9:00 am – 11:00 am. The event and route have been approved by the following departments: Fire, Police, and Public Works.

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Jamie Silverberg	55 Rybury Hill Way	55, 61 & 52 Rybury Hill Way	6/1/24	12pm-8pm	6/2/24

6:50 p.m. Town Manager:

Free Cash Update

David Davison reported on the status of Free Cash, which is higher than initially projected at \$23.8 million, compared to \$17.4 million last year. He reported that revenues are stronger than predicted for this fiscal year. Discussion ensued about the various financial factors the Town considers when making decisions and anticipated trends in Free Cash amounts in the future.

Town Manager Report

Ms. Fitzpatrick thanked the Select Board members, Town Meeting members, and Town Staff for their productive participation in Town Meeting.

7:19 p.m. Board Discussion:

Committee Reports

Mr. Keane reported that Community Conversations on May 2nd were successful. He also added that he has recently joined the Trustees of Memorial Park.

7:20 p.m. Adjourn:

Motion by Ms. Frail that the Select Board vote to adjourn the Select Board meeting of Tuesday, May 14, 2024.

Second: Ms. Dowd. 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, May 28, 2024, at 6:00 p.m.

**Town of Needham
Select Board
Minutes for Tuesday, August 13, 2024
Select Board's Chamber and
Via ZOOM
<https://us02web.zoom.us/j/89068374046>**

6:03 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, 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. Cathy Dowd was not present. Susan Metropol, Recording Secretary, attended via Zoom.

6:04 p.m. Public Comment Period:

No public comments were heard.

6:04 p.m. Proclamation: 2024 International Overdose Awareness Day:

Heidi Frail read the proclamation for International Overdose Awareness Day designating August 29, 2024 as International Overdose Awareness Day.

**Motion by Ms. Cooley that the Board vote to approve and sign the 2024 International Overdose Awareness Day Proclamation.
Second: Mr. Levy. Unanimously approved 4-0.**

6:06 p.m. Needham Branding and Town Seal Committee Logo Recommendation
Presenters: Kate Fitzpatrick, Town Manager, Amy Haelsen, Director of Communications and Community Engagement, Members of the Needham Branding and Town Seal Committee

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 began meeting in October 2023. The Committee presented the final recommendation to the Select Board. Graphic designer David Linde emphasized that the Committee aimed to find the right colors and use scenarios. 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 2024, if the Board so chooses. Select Board members asked about rollout of this logo, considering cost and timing, and expressed their support for the new logo.

**Motion by Ms. Cooley that the Board vote to approve the Town Branding Logo as recommended by the Needham Branding and Town Seal Committee.
Second: Ms. Frail. Unanimously approved 4-0.**

6:17 p.m. Public Hearing: Eversource Grant of Location – 52 Plymouth Road:
Presenter: Joanne Callender, Eversource Representative

Eversource Energy requested permission to install approximately 18 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.

Motion by Ms. Frail that the Board vote to approve and sign a petition from Eversource Energy to install approximately 18 feet of conduit in Plymouth Road.

Second: Mr. Levy. Unanimously approved 4-0.

6:18 p.m. Public Hearing: Eversource Grant of Location – 83 Elder Road:
Presenter: Joanne Callender, Eversource Representative

Eversource Energy requested permission to install approximately 7 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.

Nancy Ostroff, 89 Elder Road, asked if this procedure has already been completed given the amount of construction occurring already in this neighborhood. Kate Fitzpatrick noted that the work under the Town's right of way has not occurred yet, which is what the grant of location permits. Tom Ryder, Town Engineer, confirmed that the work for the conduit has not yet occurred.

Motion by Ms. Cooley that the Board vote to approve and sign a petition from Eversource Energy to install approximately 7 feet of conduit in Elder Road.

Second: Mr. Levy. Unanimously approved 4-0.

6:22 p.m. Public Hearing: Eversource Grant of Location – 131 Oxbow Road:
Presenter: Joanne Callender, Eversource Representative

Eversource Energy requested permission to install approximately 38 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.

Ms. Frail asked about the pole to be connected and expressed concern about the leaning of the pole. Tom Ryder noted he will be communicating with Verizon, given that they are responsible for the pole, but advised Eversource to reach out to utilities directly in the future.

Motion by Ms. Cooley that the Board vote to approve and sign a petition from Eversource Energy to install approximately 38 feet of conduit in Oxbow Road. Second: Mr. Levy. Unanimously approved 4-0.

6:26 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 4-0.

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

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

6:26 p.m. Public Hearing: Removal of a Public Shade Tree at 239 Manning Street:
Presenter: Edward Olsen, Tree Warden/Parks & Forestry Superintendent

Homeowner Michael Virginio has requested to remove one Public Shade at 239 Manning Street. He has expressed concerns for the 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. This tree would be negatively from this new construction, regardless of the placement or the location of the driveway. 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. Tree Warden Edward Olsen expressed that he does not object to the removal of the Public Shade Tree based upon this reason.

Extensive discussion included Board members' concerns about removal of the tree, including potentially altering plans for the driveway, the process through which construction permits are approved, and the concerns that the Select Board has for the removal of public trees in town. Board members also emphasized the role of the developer in understanding how trees will be affected by planned construction. Curtis Petrini of Petrini Corporation also recognized the role his team has in preventing these types of situations.

John and Terry Bergdoll, 233 Manning Street, expressed concerns about the failure of the oak tree nearer her property as a result of construction. Mr. Bergdoll stated that he is against the removal of the London Plane tree, stating many reasons why the tree should remain in place.

Nancy Mayo, 300 Second Avenue, expressed her disappointment that the Town Arborist is involved with removing a public shade tree.

Motion by Mr. Levy that the Board vote to continue this hearing until September 10, 2024 at 6:00 p.m.

Second: Mr. Keane. Unanimously approved 4-0.

7:04 p.m. FY2023 Financial Audit:
Presenters: Marcus LLP (Independent Auditors), David Davison, Deputy Town Manager/Director of Finance

Representatives of the audit firm Marcum LLP updated the Board regarding their work and audit of the Town's general purpose financial statements for fiscal year 2023. They reported that the audit of the financials went very well according to generally accepted accounting principles. The books and records were found to be in good working order. They also communicated to the Board that there were no material weaknesses or significant deficiencies in internal control identified as a result of their audit procedures. The fund balance of the General Fund demonstrated that the Town is conservative in its budgeting and using all of its resources to avoid overspending. The Board thanked the auditors and the Finance team for their efforts.

7:22 p.m. Public Hearing: Application for Multiple Amendments to an All-Alcohol License – Blue Restaurant Needham, LLC d/b/a Blue on Highland:
Presenter: Thomas Miller, Applicant Counsel

Blue Restaurant Needham, LLC d/b/a Blue on Highland has applied for multiple amendments to their existing Section 12 Restaurant All-Alcoholic Beverages License at 882 Highland Avenue. 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 that will include seating spaces for 40 additional customers, a service station and an additional bathroom. Board members asked about approval by the Planning Board and if there will be any new entrances added given the additional space.

Motion by Ms. Frail to approve the application for multiple amendments to a Section 12 Restaurant All-Alcohol License submitted by Blue Restaurant Needham, LLC d/b/a Blue on Highland, and if so approved, forward the application to the ABCC for review and final approval.

Second: Mr. Levy. Unanimously approved 4-0.

7:30 p.m. Public Hearing: Verizon Grant of Location – Lawton Road:
Presenter: Alex Marrero, Verizon Representative

Alex Marrero, representative of Verizon New England, requested 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.

Motion by Ms. Frail that the 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. Second: Ms. Cooley. Unanimously approved 4-0.

7:34 p.m. Director of Public Works
Sign Notice of Traffic Regulation – Kearney Road:
Presenter: Carys Lustig, Director of Public Works

The Transportation Safety Committee (TSC) requested that Kearney Road be designated a stopped street at Gould Street.

Motion by Mr. Levy 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. Second: Ms. Frail. Unanimously approved 4-0.

7:36 p.m. Sign Notice of Traffic Regulation – George Aggott Road:
Presenter: Carys Lustig, Director of Public Works

The TSC requested that George Aggott Road be designated a stopped street at Dedham Avenue following construction and the addition of a crosswalk at George Aggott Road in order to control pedestrian traffic flow near this crosswalk.

Motion by Ms. Frail 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. Second: Ms. Cooley. Unanimously approved 4-0.

7:39 p.m. Sign Notice of Traffic Regulation – George Aggott Road:
Presenter: Carys Lustig, Director of Public Works

The TSC requested that West Street be designated a stopped street at Hillside Avenue. The additional stop will effectively create an “all way” stop control intersection.

Motion by Ms. Cooley 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.
Second: Mr. Levy. Unanimously approved 4-0.

7:45 p.m. Town Manager:

Town Offices Schedule Shift

Kate Fitzpatrick and Tatiana Swanson discussed 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. They recommended that the Board vote to extend the current schedule through September 30, 2024 on an interim basis while the proposal is under consideration.

Motion by Ms. Frail 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.
Second: Ms. Cooley. Unanimously approved 4-0.

National Community Survey

Amy Haelsen, Director of Communications and Community Engagement, presented 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 provided the Town with a unique perspective about service delivery, highlighting successes, opportunities, and areas that deserve greater attention.

Ms. Haelsen reviewed that there were several areas where Needham exceeded the national benchmark, including an overall feeling of safety, availability of affordable quality health care, availability of preventive health services, overall economic health, ease of walking, snow removal, cleanliness and air quality of the natural environment, and K-12 education. According to the survey, the Town has also exceeded the national benchmark in overall confidence in Needham government.

Discussion ensued regarding results regarding race/ethnicity of survey respondents and their feedback to specific questions, concerns regarding diversity, equity, and inclusion, and town-wide communication channels.

Call for and Open Special Town Meeting Warrant

Ms. Fitzpatrick asked the Board to call for a Special Town Meeting to be held on Monday, October 21, 2024 and to open the warrant for that meeting. The Board is scheduled to close the warrant on September 10, 2024. She reviewed the list of potential articles.

Motion by Ms. Cooley that the Board vote to call for and open the warrant for the October 21, 2024 Special Town Meeting.
Second: Ms. Frail. Unanimously approved 4-0.

Downtown Project Working Group

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. Ms. Lustig noted that the Town is investigating grant funding for this project as well as other funding sources in addition to Chapter 90.

Motion by Ms. Frail that the Board vote to approve the charge and composition of the Needham Center Project Working Group.
Second: Ms. Cooley. Unanimously approved 4-0.

American Rescue Plan Act Funding

Ms. Fitzpatrick recommended that the Board vote to approve a request for reallocation between State ARPA line items in the Economic Development category. Remaining funding in the Grant Program will move to both Public Art and Other categories.

Motion by Ms. Cooley that the Board vote to approve the requested reallocation of funding for the Town's State ARPA Allotment.
Second: Mr. Levy. Unanimously approved 4-0.

Release of Executive Session Minutes

In accordance with the Policy Regarding Executive Session Minutes, after periodic review, Ms. Fitzpatrick reported that there were 68 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.

Town Manager Report

- Notification by Congressman Auchincloss' office indicated that the Stormwater Management for Healthy Rivers and Climate Resilience Project was awarded \$1.1 million.

8:30 p.m. Board Discussion:

Proposed MBTA Needham Line Commuter Rail Service Modifications

Following a public hearing to solicit feedback about a proposal to alter MBTA Needham Line Commuter Rail service, the Board discussed the feedback received and determined that they would discontinue the evaluation of this specific proposal at this time.

Select Board Goal Setting FY2025 – 2026

The Board discussed the FY2025 – 2026 goals and initiatives. The Town Manager recommended that the Board adopt the goals and initiatives as presented.

Motion by Mr. Levy that the Board vote to adopt its goal statement for FY2025 – 2026.

Second: Ms. Frail. Unanimously approved 4-0.

Town Manager Performance Evaluation

In accordance with the Town Manager Evaluation Policy, the Select Board prepared an annual performance evaluation of the Town Manager. Each member of the Board completed an individual evaluation. The individual evaluations were then compiled into a consensus evaluation overview document by Ms. Cooley, immediate past chair of the Board. Select Board members thanked Ms. Fitzpatrick for her committed service and professionalism in leadership of the Town government.

Motion by Ms. Frail 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.

Second: Ms. Cooley. Unanimously approved 4-0.

Open Meeting Law Complaint

On October 11, 2023, Gregg Darish filed Open Meeting Law complaints with the Select Board and the Planning Board, asserting that the September 11, 2023 joint executive session of the two boards was improperly held. 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. Board members acknowledged the importance of addressing these specific complaints and additionally recognizing the commitment of those in public service committed to the Town's best interests.

Committee Reports

Ms. Frail reported that the Town has begun efforts on the topic of trees. Ms. Frail noted that she has received feedback from residents and reassured the public that these efforts are underway.

Ms. Cooley reported that she attended Needham's Purple Heart Day Observance on August 7, and that Needham has 84 Purple Heart recipients.

Mr. Keane reported that the Stormwater By-Law Working Group has been working towards a bylaw and regulations.

9:04 p.m.

Adjourn:

Motion by Mr. Levy that the Board adjourn the Select Board meeting of Tuesday, August 13, 2024.

Second: Ms. Cooley. Unanimously approved 4-0.

A list of all documents used at this Select Board meeting is available at:

<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID>

The next Select Board meeting is scheduled for Tuesday, September 10, 2024, at 6:00 p.m.

**Town of Needham
Select Board
Minutes for Tuesday, August 20, 2024
Via ZOOM**

https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVXZjFNbWJXRFR
JoQT09

- 5:30 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 Deputy Town Manager Katie King.
- 5:30 p.m. Accept and Refer Zoning
- Katie King summarized the procedural action required of the Select Board to refer four zoning articles back to the Planning Board for their review in advance of the October 21, 2024 Special Town Meeting.
- 5:33 p.m. David Davison, Deputy Town Manager/Director of Finance joined the meeting.
- Motion by Ms. Dowd that the vote Board to accept the proposed zoning articles (1) Article 1: Amend Zoning By-Law – Multi-Family Overlay District (Base Plan); (2) Article 2: Amend Zoning By-Law – Map Change For Multi-Family Overlay District (Base Plan); (3) Article 3: Amend Zoning By-Law – Multi-Family Overlay District (Neighborhood Housing Plan); and (4) Article 4: Amend Zoning By-Law – Map Change For Multi-Family Overlay District (Neighborhood Housing Plan) for referral to the Planning Board for its review, public hearing, and report.**
- Second: Mr. Levy.**
- Roll Call vote: M. Cooley, yes. C. Dowd, yes. H. Frail, yes. K. Keane, yes. J. Levy, yes. Unanimously approved 5-0.**
- 5:35 p.m. Adjourn:
- Motion by Mr. Levy that the Board adjourn the Select Board meeting of Tuesday, August 20, 2024.**
- Second: Ms. Frail.**
- Unanimously approved 5-0.**
- Roll Call vote: M. Cooley, yes. C. Dowd, yes. H. Frail, yes. K. Keane, yes. J. Levy, yes. 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, September 10, 2024, at 6:00 p.m.

AGREEMENT
BETWEEN THE
TOWN OF NEEDHAM AND THE
MASSACHUSETTS LABORERS DISTRICT COUNCIL
ON BEHALF OF
NEEDHAM INDEPENDENT PUBLIC EMPLOYEES' ASSOCIATION
LOCAL 1116
OF THE LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

JULY 1, 2024– JUNE 30, 2027

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THIS AGREEMENT made and entered into this 1st day of July 2024, by and between the Town of Needham (hereinafter called “Town”), acting by and through its duly designated representatives, and the Needham Independent Public Employees’ Association (N.I.P.E.A.) (hereinafter called the “Union”), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

PREAMBLE

WHEREAS Chapter 150E of the General Laws, as amended, grants to municipal employees the right to bargain collectively with the Town through representatives of their own choice; and

WHEREAS by virtue of the authority of said collective bargaining statutes, the Union is recognized by the duly constituted representatives of the Town employees of the Department of Public Works having the official classification of N-2 through N-7, inclusive, excluding all other employees of the Town as eligible participants in such appropriate employee unit.

WHEREAS the parties to this agreement desire to establish a state of amicable understanding, cooperation and harmony compatible with any law or by-law applicable to the Town in the fulfillment of the obligation of the Town to provide the so-called public works services for the inhabitants of the Town.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1

RECOGNITION, PERSONS COVERED BY THIS AGREEMENT

Section 1. Pursuant to the secret mail ballot election conducted from November 6, 2006 through November 28, 2006 by the Massachusetts Labor Relations Commission, the Town recognizes the Needham Independent Public Employees’ Association, as herein identified for the purpose of collective bargaining with a view toward reaching a mutual understanding and agreement relative to questions of wages, hours, and other conditions of employment.

Section 2. All other municipal employees of the Town of Needham are excluded from the terms and provisions of this Agreement.

Section 3. It is understood and agreed between the parties hereto that the provisions of this Article shall not be subject to any changes in the structure or composition of the employee unit as herein provided during the term of the contract except as may at any time be made by decision of a court of competent jurisdiction, by legislation, or by decision of an appropriate commission or other agency of the Commonwealth of Massachusetts.

ARTICLE 2
UNION SECURITY

The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership, Union affiliation or lawful Union activities.

ARTICLE 3
MANAGEMENT RIGHTS

The listing of the following specific rights of management is not intended to be in limitation of the rights of the Town, the Town Manager and the Director of Public Works. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter.

- a. Among such Management responsibilities as are vested exclusively in the Town, the Town Manager and the Director of Public Works are the following: the right to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Public Works Department.
- b. The Town, the Town Manager and the Director of Public Works shall have the freedom of action to discharge their responsibility for the operation of the Public Works Department including the scheduling of operations, the methods and materials used in carrying out the function of the Public Works Department and the extent to which its own or other facilities and/or personnel shall be used.

ARTICLE 4
EMPLOYEE JOB ASSIGNMENTS, DUTIES AND RESPONSIBILITIES

Section 1. All employees covered under this Agreement shall perform the respective duties assigned to them by the Director of Public Works or his duly constituted Assistant or Division Superintendents while exercising such delegated authority. Such assignments shall at all times be consistent with the official uniform chain of command so-called as is customarily recognized and adhered to by Public Works Departments within the Commonwealth including the recognition and respect due the official ranks given to supervisory personnel.

Section 2. Except as otherwise provided in the Town Charter and this agreement, the official job classifications, duties of the position and eligibility requirements as approved by the Town Manager shall provide the standards and guidelines of performing assignments referred to in Section 1 hereof.

Section 3. Probationary Period New employees and those hired after a break in continuity of service shall be regarded as probationary employees for the first six (6) months of their employment. The first six (6) months of employment, exclusive of any approved leave of absence due to work-related injury exceeding two weeks shall be considered a probationary period during which the employee serves at the sole discretion of the Town. After consultation with the Union, the Director of Public Works may extend the probationary period for a maximum of six additional months. Probationary employees may be discharged as exclusively determined by the Town Manager and no such discharge of a probationary employee may be made the subject matter of the grievance provisions of this agreement by either the employee or employees affected or by the Union. Probationary employees who are continued in the service of the Department of Public Works beyond the probationary period shall receive continuous service credit from their most recent date of hire.

Section 4. Safety Committee The Town and the Union shall establish a Safety Committee to discuss and recommend safety rules, training programs and related subjects, and to make recommendations therefore to the Director of Public Works. The Committee shall consist of three members appointed by the Town Manager/designee and three members appointed by the Union.

ARTICLE 5

HOURS OF WORK, HOLIDAYS AND OVERTIME

Section 1. Work Week and Hours of Employment

- a. The basic work week for all hourly rated employees shall be five (5) eight (8) hour days totaling forty (40) hours in all.
- b. There shall be a work schedule as follows:
 - i. The hours of work shall be 7:00 a.m. to 3:30 p.m. There shall be no break in the afternoon.
 - ii. The lunch period shall be one-half hour between 12:00 and 12:30 p.m.
 - iii. Employees of the RTS and those employees assigned to extraordinary or split shifts are specifically excluded from the provisions of this section.

Section 2. Holidays

- a. The following holidays shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts; and, on said days, full-time and regular part-time employees shall be excused from all regularly scheduled duty without loss of pay, except in cases where the Director of Public Works determines that the employee is required to maintain essential services: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, and Christmas Day. In the event such holidays

fall on Sunday, they shall be deemed to occur on Monday. In the event that such holidays fall on Saturday, they shall be deemed to fall on Friday. Full-time and regular part-time employees normally scheduled to work on the last working day immediately preceding Christmas shall receive time off without loss of pay for one-half (1/2) day on the last working day before Christmas.

- b. In order to be eligible for holiday pay, the employee must be on full pay status the day before and after the holiday.

Section 3. Overtime

The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All worked overtime must be approved in advance by the Director of Public Works/designee. Employees will be paid at time and one-half their regular rate of pay for any time worked in excess of forty (40) hours per week. For the purposes of this subsection, time worked shall include all paid leave and shall not include unpaid leave. Overtime will be distributed in the following manner:

- a. Scheduled Overtime
 - i. Scheduled overtime will be offered first within the division for which the work is scheduled. Such overtime will be offered on a rotation basis – employees who refuse to work scheduled overtime will not be penalized.
 - ii. If scheduled overtime cannot be filled within the division, the overtime will be filled from the department-wide master list. With the Director/designee's approval, an employee may be passed over if the assignment requires, in the Director/designee's determination, a certain level of skill and expertise which is greater than the employee currently has.
 - iii. If the scheduled overtime cannot be filled using the master list, employees on the division list may be ordered to work the overtime.
- b. Saturday, Scheduled Overtime - RTS Division
 - i. Scheduled overtime on Saturdays will be filled from the RTS Expanded Overtime List.
 - 1) The RTS Expanded Overtime List will consist of all members of the bargaining unit who voluntarily sign up to be placed on the list during each enrollment period.
 - 2) The enrollment periods will be January and July of each calendar year. During the enrollment periods only, any member of the bargaining unit may choose to be added or removed from the RTS Expanded Overtime List. Newly hired personnel may be added to the RTS Expanded Overtime List at anytime within the first three months of their employment with the Town.

- ii. Any member of the bargaining unit on the RTS Expanded Overtime List, who accepts scheduled overtime, is obligated to report for duty.
 - iii. Any member of the bargaining unit on the RTS Expanded Overtime List, who does not accept an overtime assignment within a twelve month period, will be removed from the RTS Expanded Overtime List.
 - iv. Any member of the bargaining unit removed from the RTS Expanded Overtime List will be allowed to be placed back on the list during an enrollment period.
 - v. If all members of the bargaining unit on the RTS Expanded Overtime List have been asked to fill vacancies for scheduled overtime, and vacancies still exist, the RTS will expand its scheduled overtime request to non-bargaining unit personnel.
- c. Emergency Overtime
- i. Emergency overtime will be offered first to employees of the division for which the overtime is required. There shall be five skill lists as follows: 1) general labor; 2) truck driver; 3) front end loader; 4) backhoe; and 5) supervisory. The overtime shall be offered to the first employee on the required skill list.
 - ii. With the Director's approval, an employee may be passed over if the project requires, in the Director's determination, a certain level of skill and expertise which is greater than the employee currently has.
- d. Four Hour Minimum Employees who are called back to work are guaranteed a minimum of four (4) hours paid at time and a half. The four hours minimum overtime payment will not apply to 1. Employees on standby (on-call); 2. Overtime scheduled within 12 hours advanced notice; or 3. Overtime associated with the Snow Program.
- e. Sunday Premium Work on Sunday shall be deemed to be an emergency for which an employee shall be paid for such hours worked at the rate of two (2) times his or her base hourly rate, except for those individuals who are regularly scheduled to work that day.
- f. Double Time after 16 Hours Employees will be paid at the rate of two (2) times their base hourly rate for all hours worked beyond 16 consecutive hours.
- g. Recovery Time The Town will provide four (4) hours of paid recovery time on Town property, at a location determined by the Director of Public Works/designee, after twenty-four (24) consecutive hours of work unless a different timeframe is mutually agreed upon by the Town and the Union during the course of an emergency event.

Section 4. Compensatory Time

- a. Members will be allowed to accrue compensatory time up to 40 hours in a fiscal year within the member's assigned division. Compensatory time will be earned at time and

one-half the time worked; an eight (8) hour overtime shift will yield a credit of twelve (12) hours of compensatory time. Time worked by the member in another division, including those funded by enterprise funds, will be paid as overtime.

- b. Members may only accrue forty (40) hours of compensatory time in a fiscal year. If the member reaches the forty (40) hour maximum cap and elects to use compensatory time bringing his/her balance below the forty (40) hour cap, he/she may again accrue compensatory time up to the forty (40) hour limit per fiscal year. If the member requests and is authorized to earn compensatory time in lieu of overtime payment, and the resulting compensatory time, will put him/her over the forty (40) hour cap, all time worked will be paid as overtime. It is the member's responsibility to know his/her compensatory time balance.
- c. A member with accrued compensatory time must notify the Director of Public Works in writing, providing proposed use dates, by May 31st of each fiscal year if he or she intends to use the time prior to June 30th of that fiscal year. If the member does not so notify the Director of Public Works/designee, the Town will process a buy out of the compensatory time at or prior to the end of the fiscal year. Compensatory time hours will not carry over to the next fiscal year.
- d. All overtime worked between June 1st and June 30th will be paid overtime.
- e. Employees who have remaining compensatory time balances greater than 40 hours are authorized to buy back such time on an annual basis, subject to appropriation.

Section 5. Standby, Snow and Other Emergency Programs It is understood that as a condition of employment each employee will conform to the overtime requirements in the standby and emergency programs as designated by the Division Superintendents and the Director of Public Works.

- a. Standby Program
 - i. If a person designated as standby personnel on a continuous basis can obtain a qualified substitute, such person can be relieved of standby duties on an occasional basis with the approval of the Division Superintendent/designee.
 - ii. Standby personnel will be those employees designated as Departmental call employees. Call employees must be on-site within one hour of being called.
 - iii. Call employees receive two times their hourly rate for the first hour. The call employees are (1) employee, Sewer Division, two (2) employees, Water Division and one (1) employee, Highway Division. Call hours shall commence at 7:00 a.m. on Friday and conclude at 7:00 a.m. on the following Friday. Call employees will be paid ten (10) hours of overtime pay for weeks in which they are designated standby.

- iv. Standby (on-call) employees in the Water, Sewer and Highway Divisions (with the exception of the Water Treatment staff) are authorized for 24 hour use of their work vehicle when on call.

b. Snow Program

- i. Participating employees will be entitled to snow program pay as outlined in Article 21, Section 7. Snow program pay is subject to pro-ration in the event of situations such as, but not limited to, vacation during the snow program period, failure to report, leave of absence, etc.
- ii. Participating employees will be eligible to take up to seven consecutive days (five consecutive vacation days and two scheduled days off) of vacation leave during the period of the snow program, as designated by the Director of Public Works/designee. The granting of vacation leave during the snow program will be at the discretion of the Director of Public Works/designee.
- iii. Annually, on/about October 1st, the Union will identify the two most senior members of the bargaining unit and notify the Town if these members are interested in being exempted from the snow program for that year. Said members who choose to be exempted from the snow program will not receive any snow, salt, or snow dump stipends as referenced in Article 21, Section 7 for that fiscal year. If these members elect to participate in the snow program for that year, there will be no bargaining unit employee substitutions for these members. The Town has the right to use non-represented employees or members of other bargaining units to complement its snow program forces.

Section 6. Hours of Work at the RTS

- a. The RTS is open to the public during the following hours: Tuesday through Saturday, 7:30 a.m. to 4:00 p.m. The hours of operation may be changed at the discretion of the Town Manager after discussion with the Union.
 - i. The work schedule at the RTS shall be in accordance with those described in the Memorandum of Agreement signed on July 14, 2014 and attached hereto.
- b. Meal Break All employees must take a 30 minute meal break to begin no later than six (6) hours after their start time. Staff will be required to stagger their meal breaks so that all functionality of the RTS is covered during the hours of operation.
- c. Holidays
 - i. Saturday Holidays Holidays that fall on a Saturday may require that the DPW open the RTS on the following Monday as a convenience to the public. Staffing

the facility will be offered to the regular RTS staff on a first refusal basis. Unfilled assignments will then be filled by other DPW staff as needed.

- ii. Monday Holidays RTS employees may elect to receive eight (8) hours additional straight time pay during the week in which a Monday holiday occurs. Or, RTS employees may elect to have eight (8) hours credited to their compensatory time bank during the week in which a Monday holiday occurs. Days off will be granted by the Superintendent provided that replacement staff can be arranged. Employees who wish to utilize accrued compensatory time must submit a request to the Superintendent no less than one week in advance to allow for the arrangement of replacement staff.
- iii. Half Day Before Christmas The hours of operation for the RTS on the last working day before Christmas are 7:30 a.m. to 12:00 p.m. RTS employees are required to work 7:00 a.m. to 12:30 p.m. (or until all work is completed) on the last working day before Christmas. RTS employees required to work beyond four (4) hours on this day shall be compensated at time and one half their regular rate of pay.
- iv. When the RTS is open on a designated holiday, as defined in Article 5, section 2, those employees who work on said holiday will be paid time and one half for all hours worked plus their eight (8) hours holiday pay.

Section 7. Hot or Cold Weather In instances of extremely hot or inclement weather, the Director of Public Works/designee shall exercise his or her option to reassign employees to such work locations which will afford reasonable protection from the elements.

Section 8 Flexible Schedules The Director of Public Works/designee may authorize a flexible work schedule subject to the following conditions:

- a. The employee can accomplish all required duties during the adjusted hours without detrimental impact on the productivity of the Division.
- b. Clear work objectives and tasks are set.
- c. The employee has demonstrated the ability to work productively without direct supervision.
- d. The work schedule will be outlined in a Flexible Work Schedule Agreement. The Flexible Work Schedule Agreement will clearly define daily work hours and the length of the adjustment. The Agreement will be reviewed every three months and may be rescinded if it no longer meets the operational needs of the Division.
- e. Granting or revoking a Flexible Work Schedule Agreement shall be the sole prerogative of the Director of Public Works/designee and shall not be grievable.

ARTICLE 6 **JOB POSTING**

Section 1. When the Town elects to fill a vacancy in a position covered by this Agreement, such vacancy shall be posted in a conspicuous place and shall remain posted for at least five (5) working days. The posting of vacancies shall contain a statement of pay rates established for the position. Employees interested shall apply, in writing, during such five (5) working day period, and when the position is awarded, all qualified employees of the division where the vacancy exists will be given first consideration. Any senior applicant not appointed may request a statement in writing of the reasons why he or she was not selected. If in the opinion of the Director, no employee applicant is qualified, the position shall be filled from outside the bargaining unit.

Section 2. When an employee has been selected to fill a vacancy according to the above procedure, he or she and the Union shall be notified of the selection.

ARTICLE 7

EDUCATIONAL REIMBURSEMENT

The Town of Needham Education Reimbursement Policy (Benefit Administration #501) as from time to time amended is hereby incorporated by reference.

ARTICLE 8

LEAVE OF ABSENCE

Section 1. At the discretion of the Director of Public Works/designee, full-time and regular part-time employees who have successfully completed the six (6) month probationary period may be permitted an unpaid leave of absence of up to two weeks duration, upon submission of a written request therefore stating the reasons and length of the requested leave.

Section 2. Requests for leaves of absence of longer than two weeks duration must be submitted in writing and approved in advance by the Director of Public Works/designee, as well as the Town Manager.

Section 3. Employees who are granted unpaid leaves of absence of more than the equivalent to five days in a calendar month shall not be entitled to accrue vacation or sick leave credits for that month. Employees who are granted unpaid leaves of absence of ten (10) or more days shall have their longevity and eligibility dates adjusted by the number of days spent on unpaid leave of absence within a twelve (12) month period. Continued employment in Town service will not be guaranteed to an employee after more than thirty (30) days of authorized unpaid leave of absence within a twelve (12) month period, except for military leave. Regular part-time employees who are granted unpaid leaves of absence of more than the hours equivalent to five days in a calendar month, pro-rated in the ratio that their part-time employment bears to full-time employment, shall not be entitled to accrue vacation or sick leave credits for that month.

ARTICLE 9

PERSONAL LEAVE

Two days of absence from work at regular straight time pay for normally scheduled hours shall be granted every fiscal year to full-time and regular part-time employees, provided that such leave be

requested in writing to the Director of Public Works or his designee at least 48 hours prior to the date selected. Employees who are hired between July 1 and December 31 shall be granted two (2) personal days for the fiscal year in which they are hired. Employees who are hired between January 1 and March 31 shall be granted one (1) personal day for the fiscal year in which they are hired. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

ARTICLE 10

CIVIC DUTY LEAVE

Section 1. All employees shall be granted leave when called for civic duty or under summons to appear as witnesses for the federal government, the state or local governments. Full-time and regular part-time employees will be paid by the Town during the period required for court service for the difference between the amount paid them by the court, excluding travel expense, and the amount of regular straight time pay which would normally be received from the Town for the scheduled work time spent on approved civic duty leave. If the jury or witness fees, exclusive of travel allowance expense, are more than the amount of regular straight time pay which the employee would receive for the work time spent on approved civic duty leave, no compensation shall be paid by the Town for the period of court service.

Section 2. Official summons to civic duty or witness appearance must be presented in advance to the Director of Public Works/designee to receive authorized civic duty leave.

Section 3. To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the civic duty or witness fees received. As a condition for receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from court service for the day or a major portion thereof during regular working hours must report to work.

Section 4. Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, satisfactory performance step increases or benefit eligibility.

ARTICLE 11

MILITARY LEAVE

Section 1. Reserve Service A full-time or part-time employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a regular position for compulsory military service under orders for a period not to exceed forty (40) days per calendar year; such leave to be with full regular straight time pay for normally scheduled working hours.

Section 2. Draft Board Appearances and Physicals Military leave of absence with full regular straight time pay for normally scheduled work hours shall be granted to full-time or regular part-time employees on occasion of their required appearance under orders before armed forces draft board or for physical examinations required by such boards.

Section 3. Active Duty Military leave of absence without pay shall be granted to full-time and regular part-time employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.

Section 4. Notification and Approval Requirements Every employee desiring military leave as provided hereunder shall request it in writing in advance from the Director of Public Works, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

ARTICLE 12

NON-OCCUPATIONAL SICK LEAVE

Section 1. Eligibility Full-time and regular part-time employees shall be eligible for non-occupational sick leave as provided hereunder.

Section 2. Accrual Full-time employees shall accrue one and one quarter (1 ¼) days of non-occupational sick leave, and regular part-time employees shall accrue a proportionate part thereof in the ratio that their part-time employment bears to full-time employment, for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and shall be referred to as the non-occupational sick leave credit or non-occupational sick leave balance.

Section 3. Usage

- a. Sick leave may be used under the following circumstances:
 - i. When an employee cannot perform his/her duties because of incapacitation caused by personal illness or injury;
 - ii. When the spouse, child, or parent of either the employee or their spouse, is ill. In this case, the employee may utilize sick leave credits up to a maximum of ten (10) days per fiscal year. Such leave must be identified as family sick leave at the time of notification. Sick leave used for qualified and approved family and medical leave in accordance with FMLA is not subject to the ten (10) day limit;
 - iii. When, through exposure to contagious disease, the presence of the employee would jeopardize the health of others; or
 - iv. When the employee must undergo treatment or diagnosis of existing medical conditions, such as pregnancy, dialysis treatment, hypertension or radiation/chemical therapy, if such appointments cannot reasonably be scheduled outside normal working hours.
- b. Except as provided in Section 9 below, employees may not use non-occupational sick leave for previously scheduled medical and dental appointments, unless such appointments are made as part of on-going treatment for existing medical conditions. Employees who make

appointments for routine medical and dental work must use personal, vacation, or compensatory time if they are absent from work.

- c. During each fiscal year, there shall be charged regularly to the employee's total non-occupational sick leave credit the total number of days or partial days absent from work because of non-occupational illness for which the employee was paid at the regular straight-time pay for normally scheduled hours absent due to non-occupational sick leave.

Section 4. Notification. Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the Division Superintendent/designee by the employee him/herself, or by the employee's family or physician in the case of an emergency. This notification shall be made each day the employee is absent at a minimum of 60 minutes prior to the beginning of the shift, if possible, or as soon as reasonably practicable, except in the case of long-term illnesses which is defined as an illness lasting more than seven consecutive work days. The frequency of notification for long-term illnesses after the referenced seven day period will be at the discretion of the Director of Public Works/designee.

Section 5. Certification of Illness, Injury or Quarantine The Director of Public Works/designee shall investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the Director of Public Works/designee or the Town Manager in any case of non-occupational sick leave. If the cause of the sick leave is not substantiated to the satisfaction of the Town Manager, the absence will not be paid as non-occupational sick leave.

Section 6. Extended Sick Leave

- a. When a full-time or regular part-time employee has exhausted available non-occupational sick leave credits, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) days per fiscal year, upon receipt of a written request for extended sick leave submitted by the Director of Public Works, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.
- b. Requests for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave credit, including vacation leave and personal leave.
- c. In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment, absence record, and performance appraisals. Granting of extended sick leave is subject to availability of appropriation.
- d. Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave eligibility, and the amount of time spent on extended sick leave shall not be included in the computation of continuous service.

Section 7. Non-occupational Sick Leave Buy Back An employee who terminates employment with the Town by retirement, disability, or death shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five (25) percent of the non-occupational sick leave credit outstanding after proper adjustments are made for the current fiscal year. Employees who are hired after July 1, 1995, shall be subject to a 960 hour cap on the number of sick days to be used in calculating the 25% sick leave buy back at retirement. Employees hired on or after January 1, 2008, are ineligible for participation in the non-occupational sick leave buy back program provisions contained in this section.

Section 8. Payment of Non-Occupational Sick Leave to Employees Receiving Workers' Compensation

Employees receiving workers' compensation shall, upon request to the Director of Public Works/designee and approval of the Town Manager/designee be granted sick leave pay from their available non-occupational sick leave credit in an amount that, when added to the worker's compensation payment, will result in payment equal to their regular straight time pay for normally scheduled work during the period of absence for the worker's compensation.

Section 9. Preventive Leave Each member of the bargaining unit shall be entitled to use from his/her sick leave balance a total of eight (8) hours of non-occupational sick leave per fiscal year for previously scheduled preventive care visits to health care providers or dentists.

Section 10. Sick Leave Incentive Program Effective January 1, 2008, each member of the bargaining unit shall be eligible to participate in the Sick Leave Incentive Program. Employees will be provided with a cash payment in accordance with the following table:

Sick Leave Incentive Program	
<u>January 1 through June 30 of each year</u>	
0 – 10 hours of sick leave used	\$200
10.1 – 24 hours of sick leave used	\$100
24.1 hours of sick leave used	\$0
<u>July 1 through December 31 of each year</u>	
0 – 10 hours of sick leave used	\$200
10.1 – 24 hours of sick leave used	\$100
24.1 hours of sick leave used	\$0

It is acknowledged that the creation of an employee sick bank has been referred to the Safety and Efficiency Committee established under Article 4.

ARTICLE 13
WORKERS' COMPENSATION

Section 1. When a member of the bargaining unit suffers an illness or injury causally related to his/her employment with the Town, he/she shall be provided workers' compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

Section 2. The Town reserves the right to require the employee to seek initial medical treatment at a medical facility designated by the Town.

Section 3. The Town reserves the right to establish a suggested list of medical providers which employees may use for work-related injuries. The suggested network will be determined after consultation with the union.

Section 4. Leave and Benefit Accrual

- a. Employees who receive workers' compensation payment for more than ten (10) days in a calendar month shall not be entitled to accrue sick leave credits for that month.
- b. Employees who are on workers' compensation for an entire year will not be eligible for personal days for that fiscal year.
- c. Members of the bargaining unit who are on long-term workers' compensation status may be required to utilize accumulated leave time to make up the difference between the workers' compensation amount and their base pay if applicable health and life insurance premiums are not paid on a timely basis.

ARTICLE 14
VACATION

Section 1. Scheduling The Director of Public Works/designee shall annually develop a vacation schedule for all employees in the department who are or may become eligible to receive vacation leave during the upcoming fiscal year. Vacation may be taken at any time during the fiscal year, subject to the approval of the Director of Public Works/designee, provided that departmental vacation schedules obviate the need for temporary increases in the personnel of the respective departments, and that the request for vacation time (of more than one day) is made more than one week in advance of the first day of leave. At the request of the employee, the Director of Public Works may exercise flexibility in the notice requirement

Section 2. Eligibility Full-time and part-time employees who have successfully completed the six (6) month probationary period shall be eligible for vacation leave under the provisions of sections 3. through 7. below:

Section 3. Use and Accumulation

- a. Employees will be credited with their earned vacation leave on the last day of each full calendar month of service, up to their maximum vacation accrual cap.
- b. Employees who are on unpaid leave for more than five (5) days during a calendar month shall not receive credit for that month for the purposes of vacation accrual.

- c. Vacation leave will be granted as follows:

Length of Continuous Service	Monthly Accrual Rate	Maximum Equivalent to be Accrued	Maximum Carry Over Hours
Less than 5 years	6.67	10 days 80 hours	160 hours
5 to 10 years	10.00	15 days 120 hours	200 hours
10 to 20 years	13.34	20 days 160 hours	240 hours
Over 20 years	16.67	25 days 200 hours	280 hours

- d. Employees may not accrue paid vacation time in excess of their annual accumulation plus ten (10) days (the maximum vacation accrual cap). Once an employee has reached his or her maximum vacation accrual cap, the employee shall cease to accrue vacation time. An employee will resume accrual of vacation under the schedule set forth above when, and to the extent that, his or her total accumulated vacation leave falls below his or her maximum vacation accrual cap.
- e. Vacation leave accrual rates will be adjusted on the first day of the month in which an employee will be eligible for additional vacation leave. Employees are eligible for additional vacation leave on the 5th, 10th, or 20th anniversary of hire, subject to adjustment in accordance with sub-section (b) above.
- f. Vacation leave will be available for use on the first day of the month following the month that the vacation was earned and credited to the vacation bank.
- g. Upon the recommendation of the Director of Public Works, the Town Manager may approve a temporary increase in the maximum vacation accrual cap in extenuating circumstances, when it would be impractical for the employee to take his or her vacation. Such situation shall include, but not be limited to, employee illness, staff turnover, or department workload. Any such increase is subject to a review in six (6) month increments) and may not exceed 80 hours.

Section 4. Other Uses of Vacation Leave At the discretion of the Director of Public Works/designee, an employee, whose absence from work due to illness is in excess of the amount of time available in the employee's non-occupational sick leave balance, may be permitted to charge such absence to unused vacation leave allowance earned in the prior year.

Section 5. Vacation leave Credit Allowance for New Employees Upon receipt of written request from the Director of Public Works, the Town Manager, at its sole discretion, may permit vacation eligibility credit of up to four (4) weeks to new employees, based on length of service in previous employment.

Section 6. Employee Termination When an employee leaves Town service for any reason, he or she will be paid an amount equal to the vacation allowance and personal leave accrued but unused prior to the termination in lieu of vacation leave. The lump sum payment requirement may be waived by the Director of Human Resources in extenuating circumstances.

Section 7. Vacation Buy-back at the RTS Employees who are regularly assigned to work at the RTS may have the Town buy back up to five (5) days of vacation per fiscal year at their regular rate of pay, subject to appropriation.

ARTICLE 15 BEREAVEMENT LEAVE

Incorporated herein by reference and considered an integral part thereof is the Town of Needham Bereavement Leave Policy, policy #304, as amended.

ARTICLE 16 CLOTHING

Section 1. Appropriate work clothes as determined by the Director of Public Works/designee will be provided consistent with available funds appropriated for such purposes. Costs of cleaning, repair and replacement shall also be provided as determined by the Director of Public Works/designee consistent with available funds appropriated for such purposes.

Section 2. Clothing Allowance

- a. Clothing and Safety Shoes/Work Boots It is acknowledged that the clothing and safety shoes/work boot allowance amounts were incorporated into base pay in fiscal year 2015.
- b. Safety Glasses The Town will contribute \$200 toward prescription safety glasses once every two years or as needed as approved by the Director of Public Works/designee.
- c. T-Shirts/Sweatshirts The Town will provide seven (7) T-shirts and four (4) sweatshirts on an annual basis. All T-shirts and sweatshirts will be navy blue.
- d. Cold Weather Coat The Town will provide one (1) cold weather coat to each member of the Union who has completed the probationary period. Cold weather coats will be replaced in either 'line of duty' damage or 'fair wear and tear' with the approval of the Division Superintendent. Final selection of the cold weather coat will be made by the Director of Public Works/designee.

Section 3. Dress Code

- a. General The goal of the DPW dress code is to provide consistency, respectability, presentability, and to ensure employees safety. All employees shall comply with the following dress code as set forth below:

Employees shall not wear items of clothing provided by the Town during non-work related activities. Employees shall not wear articles of clothing with logos other than items identifying the Town of Needham provided by the Town.

- b. Badges Employees will carry photo identification at all times while on Town time.
- c. Pants Employees may wear blue denim jeans or navy blue twill type pants. Pants shall not have holes, be altered, cut or frayed. Shorts are not permitted except as provided in Section 5, below. Employees are responsible for the purchase of pants.
- d. Boots Boots are required at all times. Meter Readers may wear walking shoes or sneakers between April 1st and October 1st while performing Meter Reading functions.
- e. Shirts Employees will be provided with tee shirts in accordance with sub-section 2(c) above. Shirts must be worn at all times. Employees may wear long sleeve shirts under approved short sleeved shirts. Shirts shall not have holes, be altered, cut or frayed. The shirts, sweatshirts, and/or jackets provided by the Town must be worn and visible at all times. Employees are not allowed to wear other non-town logos on their attire.
- f. Safety Vests In the absence of safety colored attire all safety personnel not working in buildings shall wear a safety vest. Safety vests must be visible at all times.
- g. Sweatshirts The Town will provide sweatshirts with the Town of Needham logo as provided in sub-section 2(c). Sweatshirts shall not have holes, be altered, cut or frayed.

Section 4. Summer Dress Code Program During the period of April 1st through October 31st of each year (known as the “Summer Dress Code Period”) members of the Union may wear shorts under the conditions set forth below. Failure of employees to adhere to these conditions may result in disciplinary action. The Director of Public Works/designee may require that an employee adhere to the traditional dress code (as outlined in Section 3) if, in his or her sole discretion, he or she determines that an employee’s safety may be compromised or his or her professional appearance is diminished.

- a. It is the responsibility of each employee to have appropriate attire available at any given time to execute all duties associated with his or her position.
- b. All shorts must fit loosely and shall not be of the athletic variety.
- c. Shorts must not be frayed, have holes, or manufactured rips.
- d. No cut-offs are permissible.
- e. Navy blue jean shorts or khaki shorts are permissible.
- f. Shorts may not be more than one inch above the knee.
- g. Shorts may not be worn when an employee is engaged in any of the following activities: excavating, laying asphalt, working in a trench that is greater than three (3) feet deep,

or when exposed to sewage, hazardous materials, or other circumstances as determined by the Director of Public Works/designee.

All compliance issues will be determined and decided upon by the Director of Public Works /designee.

ARTICLE 17

NO STRIKE CLAUSE

Recognizing that it is specifically provided in Chapter 150E of the General Laws to be unlawful for any employee of the Union to engage in, induce, or encourage any strike, work stoppage, a slowdown or withholding of services, the Union agrees that neither it nor its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work by employees of the Union.

ARTICLE 18

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Town or the Union to insist, in any one or more incidents upon the performance of any of the terms or conditions of this Agreement shall not be considered as a waiver of relinquishment of the right of the Town or of the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

ARTICLE 19

SETTLEMENT OF GRIEVANCES

Section 1. A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of his/her employment or working conditions, which has not been resolved to the employee's satisfaction through informal discussion with his/her immediate supervisor. Such grievance must relate to the interpretation or application of, or compliance with, any of the provisions of said Agreement. Grievances of the employees shall be advanced to the Town by the Union, but nothing in this Article shall prevent individual employees from presenting their own grievances (up to but not including arbitration), and any settlement of such individual grievances shall not be inconsistent with the terms of this Agreement. The Town and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. The following procedures are established for the settlement of grievances.

Section 2. The employee's grievance must contain the following information:

- a. a statement of the grievance which cites that part of the Agreement which has been violated, or the circumstances which gave rise to the grievance;
- b. a statement of remedial action or relief sought;

- c. evidence (documentary, if available) to support the grievance; and
- d. a statement of reasons why the grievant believes that the remedy should be granted.

Section 3. Step One

The employee or the Union shall notify the appropriate supervisor within five (5) business days after the occurrence of the matter which gave rise to the grievance. The supervisor shall make his/her decision within five (5) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer will be allowed. In order for the grievance to be considered timely, the supervisor/designee must sign and date the grievance during the five day period.

Section 4. Step Two

Should the grievance remain unsettled, it shall be presented to the Director of Public Works/designee within five (5) business days after the decision of the supervisor is rendered or due, otherwise the matter will be considered resolved. The Director of Public Works/designee will make his/her decision within five (5) business days after the receipt of the grievance, unless it is mutually agreed by the participants that additional time to answer is not allowed. In order for the grievance to be considered timely, the Director of Public Works/designee must sign and date the grievance within the five day period.

Section 5. Step Three

Should the Union wish to appeal the decision of the Director of Public Works/designee, it shall present the grievance to the Director of Human Resources within five (5) business days after the decision of the Director of Public Works/designee is rendered or due, otherwise the matter will be considered resolved. The Director of Human Resources shall make his/her decision within ten (10) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer is allowed, which extension shall not unreasonably be denied. In order for the grievance to be considered timely, the Director of Human Resources/designee must sign and date the grievance within the five day period.

Section 6. Arbitration

- a. Should the Union remain dissatisfied with the Step 3 decision, it shall within ten (10) business days, request arbitration, via certified mail, return receipt requested, or by delivery to the Human Resources Department signed and dated by the Director of Human Resources/Designee. In the event that the parties cannot agree on the selection of an arbitrator within ten (10) business days, the Union may request that the American Arbitration Association appoint a neutral arbitrator to arbitrate the grievance in accordance with its rules and regulations.

- b. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Union and the Town, but each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The obligation of the Town and its agents under the terms of this section shall be limited to those obligations which the Town and its agents may legally undertake, and in no event shall any present or future member of the Select Board, the Town Manager, or municipal employees have any personal obligation for payment under the provisions of this contract. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The award of the arbitrator shall be final and binding on the parties, provided that it shall be one such as is permitted by the laws and regulations of the Commonwealth of Massachusetts, applicable to the Town and the employees of the Union.
- c. No employee shall have the right to request arbitration of a grievance, that right being reserved to the Union.
- d. If mutually agreed between the Town and the Union, arbitration shall be held before the Division of Labor Relations or the American Arbitration Association.

ARTICLE 20

SEPARABILITY AND SUBORDINATION TO EXISTING LAW

Section 1. Should any of the provisions of this Agreement become invalid or should their efficacy become doubtful or questionable because of existing federal or state legislation, a Town Charter, or a decision by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Section 2. In the event that this Agreement or any part or provision thereof conflicts with any State or Federal law, this Agreement or any such part or provision thereof shall be subordinate to any such State or Federal Law, as long as such conflict remains.

Section 3. Nothing in this Agreement shall diminish the authority and power of the Retirement Board established by law.

ARTICLE 21

EFFECT OF AGREEMENT

Section 1. This Agreement contains and constitutes the entire Agreement between the Town and the Union arrived at as a result of collective bargaining. No amendment, extension, or alteration of this Agreement and no other Agreement between the parties hereto which is inconsistent with the terms hereof shall be effective or enforceable unless it is in writing and signed by the parties hereto.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that understanding

and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

Section 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Section 4. No provision of this Agreement shall be retroactive prior to the effective date unless otherwise voted by the Town or specifically stated herein.

Section 5. Where this Agreement requires the appropriation of funds or other vote on the part of the Town to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or other vote.

ARTICLE 22

WAGES

Section 1. Subject to other provisions of this Agreement, the classification of positions and rates of compensation shall consist of the following:

FY2025 - Effective July 1, 2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
N7	\$32.09	\$33.45	\$34.84	\$36.27	\$37.63	\$38.94	\$40.21	\$41.42	\$42.37	\$43.32
N6	\$30.56	\$31.86	\$33.18	\$34.52	\$35.81	\$37.07	\$38.26	\$39.42	\$40.32	\$41.27
N5	\$29.10	\$30.34	\$31.59	\$32.87	\$34.10	\$35.29	\$36.43	\$37.52	\$38.40	\$39.30
N4	\$27.43	\$28.59	\$29.80	\$31.00	\$32.16	\$33.28	\$34.36	\$35.39	\$36.21	\$37.04
N3	\$24.94	\$26.01	\$27.09	\$28.18	\$29.23	\$30.25	\$31.23	\$32.17	\$32.91	\$33.67
N2	\$22.66	\$23.63	\$24.62	\$25.62	\$26.58	\$27.50	\$28.40	\$29.26	\$29.93	\$30.60
N1	No positions									

FY2026 - Effective July 1, 2025

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
N7	\$32.89	\$34.29	\$35.71	\$37.18	\$38.57	\$39.91	\$41.22	\$42.46	\$43.43	\$44.40
N6	\$31.32	\$32.66	\$34.01	\$35.38	\$36.71	\$38.00	\$39.22	\$40.41	\$41.33	\$42.30
N5	\$29.83	\$31.10	\$32.38	\$33.69	\$34.95	\$36.17	\$37.34	\$38.46	\$39.36	\$40.28
N4	\$28.12	\$29.30	\$30.55	\$31.78	\$32.96	\$34.11	\$35.22	\$36.27	\$37.12	\$37.97
N3	\$25.56	\$26.66	\$27.77	\$28.88	\$29.96	\$31.01	\$32.01	\$32.97	\$33.73	\$34.51
N2	\$23.23	\$24.22	\$25.24	\$26.26	\$27.24	\$28.19	\$29.11	\$29.99	\$30.68	\$31.37
N1	No positions									

FY2027 - Effective July 1, 2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
N7	\$33.71	\$35.15	\$36.60	\$38.11	\$39.53	\$40.91	\$42.25	\$43.52	\$44.52	\$45.51
N6	\$32.10	\$33.48	\$34.86	\$36.26	\$37.63	\$38.95	\$40.20	\$41.42	\$42.36	\$43.36
N5	\$30.58	\$31.88	\$33.19	\$34.53	\$35.82	\$37.07	\$38.27	\$39.42	\$40.34	\$41.29
N4	\$28.82	\$30.03	\$31.31	\$32.57	\$33.78	\$34.96	\$36.10	\$37.18	\$38.05	\$38.92
N3	\$26.20	\$27.33	\$28.46	\$29.60	\$30.71	\$31.79	\$32.81	\$33.79	\$34.57	\$35.37
N2	\$23.81	\$24.83	\$25.87	\$26.92	\$27.92	\$28.89	\$29.84	\$30.74	\$31.45	\$32.15
N1	No positions									

FY2027 - Effective January 1, 2027

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
N7	\$33.88	\$35.33	\$36.78	\$38.30	\$39.73	\$41.11	\$42.46	\$43.74	\$44.74	\$45.74
N6	\$32.26	\$33.65	\$35.03	\$36.44	\$37.82	\$39.14	\$40.40	\$41.63	\$42.57	\$43.58
N5	\$30.73	\$32.04	\$33.36	\$34.70	\$36.00	\$37.26	\$38.46	\$39.62	\$40.54	\$41.50
N4	\$28.96	\$30.18	\$31.47	\$32.73	\$33.95	\$35.13	\$36.28	\$37.37	\$38.24	\$39.11
N3	\$26.33	\$27.47	\$28.60	\$29.75	\$30.86	\$31.95	\$32.97	\$33.96	\$34.74	\$35.55
N2	\$23.93	\$24.95	\$26.00	\$27.05	\$28.06	\$29.03	\$29.99	\$30.89	\$31.61	\$32.31
N1	No positions									

Section 2. Four Hour Minimum Employees who are called back to work are guaranteed a minimum of four (4) hours paid at a time and a half. The four hour minimum overtime payment will not apply to 1. Employees on standby (on-call); 2. Overtime scheduled with 12 hours advanced notice; or 3. Overtime associated with the Snow Program.

Section 3. Standby Pay In accordance with Article 5 Section 5a(3), call employees will be paid ten (10) hours of overtime pay for weeks in which they are designated standby. The provisions of Article 21 Section 2 shall not apply to the standby program.

Section 4. Merit

- a. **Merit Step Increase** At the written request of the Director of Public Works/designee and the recommendation of the Director of Human Resources, the Town Manager may grant an additional step or steps at the conclusion of the probationary period or at the time of the annual performance review if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. The date of the additional step or steps shall become the employee's anniversary date for the purposes of future satisfactory performance step increases.
- b. **Merit Bonus** At the written request of the Director of Public Works/designee and the recommendation of the Director of Human Resources, the Town Manager may grant a one-time Merit Bonus in an amount not to exceed \$3,600 per fiscal year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department.

- c. **Merit Raise** At the written request of the Director of Public Works/designee and the recommendation of the Director of Human Resources, the Town Manager may grant a merit increase in an amount not to exceed 3 percent in any one year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. Approved merit raises shall be granted to employees who have been at maximum for at least one year. No employee shall be granted a merit raise in excess of the merit step set forth in the compensation plan, such step to be 10% of the maximum step in the applicable pay grade. The merit raise may be rescinded at any time by the Director of Public Works/designee if the employee's performance does not continue to meet the standards set forth in the merit guidelines.
- e. All of the provisions listed above shall be subject to sufficient appropriation. If the Town Manager approves a request in accordance with this article he/she will endeavor to secure funding if funding is not available in the appropriate departmental budget.
- f. The provisions of this section are not subject to grievance or arbitration procedures contained in this Agreement.
- g. Any three members of the bargaining unit may nominate an employee for the Merit Bonus or Merit Raise by putting such request in writing to the Director of Public Works/designee.

Section 5. Acting Pay An employee who is assigned, for three (3) or more consecutive working days, to a position classified in a grade higher than the grade in which he or she performs regular service shall be compensated for such time at the rate to which he or she would have been entitled had he or she been promoted to such position, retroactive to the first day of assignment. For the purposes of this section, three or more consecutive working days shall be the period Monday – Friday (regular DPW operations) or Tuesday through Saturday (RTS operations only). No employee may be assigned to a higher-level, non-union position without the advance approval of the Town Manager.

Section 6. Snow Emergency Standby Program Employees of the bargaining unit involved in the Snow Emergency Standby Program will receive a \$1,000 stipend payable December 15 and a \$1,500 stipend payable March 31. Employees of the bargaining unit assigned to a Salt Shift who work the full season in this capacity will receive a \$500 stipend payable at the end of the season. Employees assigned to the RTS Snow Dump who work the full season in this capacity will receive a \$500 stipend at the end of the season. Employees assigned to a Sidewalk Tractor for snow clearing operations who work the full season in this capacity will receive a \$500 stipend at the end of the season. Salt Shift One and Two shall each be comprised of seven (7) drivers, two (2) mechanics, one (1) dispatcher, one (1) loader, and one (1) foreman, or other assignment as determined by the Director of Public Works. Two members of the bargaining unit who have opted out of the snow emergency standby program in accordance with Article 5 Section 5(b)(iii) as of the date of this Agreement will receive “out of rotation standby pay” in the amount of a \$750

stipend payable December 15 and a \$750 stipend payable March 31. The date of commencement of the snow program shall be established by the Director of Public Works.

Section 7. Members of the bargaining unit eligible to receive license stipends in accordance with Appendix B.

Section 8. Promotion Employees who are promoted to a position of higher grade shall enter the new position at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation range immediately above their rate prior to promotion, whichever is higher. The effective date of the promotion becomes the employee's new anniversary date for the purpose of future satisfactory performance step increases. Upon the request of the Director of Public Works, the Town Manager may approve an additional increase of one or more steps at the time of promotion if warranted by the employee's qualifications and performance. If the employee's next step date is within one calendar month of the date of the promotion, the employee will automatically receive his or her step increase prior to the promotion.

Section 9. Transfer An employee who transfers to a position of equal grade shall enter the new position at the same step as his/her prior position, and shall retain the same step date for the purposes of future satisfactory performance step increases. Upon the request of the Director of Public Works, the Town Manager may approve an additional increase of one or more steps at the time of the transfer if warranted by the employee's qualifications and past performance. If the Town Manager grants one or more steps, the date of transfer shall become the employee's step date for the purposes of future satisfactory performance step increases.

Section 10. Reclassification For the purposes of this section, a reclassification shall be defined as a change in the title or compensation level resulting from the change in duties of the incumbent. When any position is reclassified within the Compensation Plan, the incumbent in that position at the time of reclassification shall be paid at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation immediately above their rate prior to reclassification, whichever is higher. The effective date of the reclassification becomes the employee's new anniversary date for the purposes of future satisfactory performance step increases. Upon the request of the Director of Public Works, the Town Manager may approve an additional increase of one or more steps at the time of reclassification if warranted by the employee's qualifications and performance.

Section 11. Entrance Rate Newly hired employees will begin employment at the lowest step unless otherwise recommended by the Director of Public Works and approved by the Town Manager, whose decision shall not be grievable.

Section 12. At the recommendation of the Director of Public Works and the advance approval of the Town Manager, an employee hired at grade level N-2 (Laborer 2) may be advance to grade level N-3 (Laborer 3) no sooner than the conclusion of the probationary period and the receipt of a satisfactory performance appraisal. The date of advancement to grade level N-3 (Laborer 3) shall become the employee's effective date for future satisfactory performance step increases.

Section 13. The Town reserved the right to create new titles in the bargaining unit with the agreement of the Union as to each new title created.

Section 14. 401A Retirement Plan Effective January 1, 2025, the Town will contribute up to \$1,000 annually in a one-for-two match to a 401A retirement plan. For every \$2 contributed by an employee to a Town-sponsored 457 Deferred Compensation Plan, the Town will contribute \$1 to a 401A plan.

ARTICLE 23

LONGEVITY

In addition to the step rate increases or advancement provided above, there shall be added to the annual compensation of each hourly rated employee of the bargaining unit hired prior to July 1, 2024, 0.5% of base salary after completion of each and every five years of continuous full-time employment. Starting on the first day of their 20th year of full-time employment with the Town, each such employee shall receive 1.0% of base salary for each and every five years of full-time employment. Interruption of such employment for the purpose of performing military service shall not be deemed to break the continuity of service with the Town in calculating benefits payable under this paragraph, provided that no employment other than military service is entered into by the employee during the period of said interruption. Subject to the approval of the Town Manager, a full-time employee whose employment has been interrupted through no fault of his own and who has been subsequently reinstated to full-time employment may be given credit for longevity purposes for such prior town service.

ARTICLE 24

SECTION 125 CAFETERIA PLANS

The parties agree that the Town shall institute a Before-Tax Premium Payment Plan (Cafeteria Plan) in compliance with State law and Section 125 of the Internal Revenue Service Code. The Town may at its discretion extend the 125 Plan to provide other benefits as allowed under Section 125 of the IRS Code and as further authorized by state law.

ARTICLE 25

LAYOFF AND RECALL

Section 1. It is understood and agreed that in all cases of laying off or recall of forces, length of continuing service in the Department of Public Works shall be the determining factor, provided that the employee has the ability and physical fitness to perform the work in a satisfactory manner. Employees will remain on a recall list for two (2) years.

Section 2. Employees on layoff status shall maintain their seniority with the Town for twelve (12) months from the most recent date of layoff and may be removed from the Department recall lists for any one of the following reasons:

- a. The expiration of 12 months from the date of layoff.
- b. Failure to respond within seven (7) days to a communication regarding availability for employment.
- c. Failure to appear for a job interview after notification by certified letter addressed to the employee's last address on file with the Town. The employee is responsible for providing the Town with his/her current address information.
- d. Failure to accept employment or report to work in a comparable position of job class within seven (7) days of notification.
- e. Re-employment in a comparable position or job class.
- f. Request in writing that the employee be removed from the recall list.

ARTICLE 26

LICENSES

Section 1. The Town will pay the difference between the appropriate commercial driver's license (if different designations of commercial driver's licenses are made, the Director of the DPW shall determine which designation of CDL a member must obtain) and the class three Massachusetts driver's license.

Section 2. Employees hired after April 1, 1991 will be required to have a valid Commercial Driver's License before beginning employment unless such requirement is waived by the Director of Public Works.

Section 3. The Town will pay the fee for obtaining job-related licenses, such as, but not limited to, hoisting or pesticide application licenses, if approved in advance by the Director of Public Works/designee.

Section 4. The Town of Needham will conduct drug and alcohol testing in accordance with DOT regulations and the Town's policy dated June 28, 1995.

ARTICLE 27

DURATION OF CONTRACT

Section 1. This Agreement shall continue in full force and effect to midnight, June 30, 2027, and shall be subject to re-negotiation for the period beginning July 1, 2027, as hereinafter provided. Until such time as the Town and the Union re-negotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect.

Section 2. Should either or both parties desire to negotiate a new collective bargaining agreement for the succeeding year, such party or parties shall, not less than 6 months prior to the

expiration date of this Agreement, give notice in writing to the other party by Certified or Registered Mail.

Section 3. Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or the Union from modifying any proposals made during the course of negotiations.

ARTICLE 28

MISCELLANEOUS PROVISIONS

Section 1. Incorporated herein by reference and considered an integral part thereof is the Town of Needham Vehicle Use Policy, as amended.

Section 2. The Union acknowledges the Town's right to eliminate the use of municipal vehicles for commuting use by members of the bargaining unit at any time which decision shall not be grievable.

Section 3. At the discretion of the Town, an employee whose services have been terminated may be provided payment of two weeks' pay in lieu of notice.

Section 4. **Flu Vaccinations** Each employee covered by this contract shall be eligible to receive at no cost to the employee an annual flu vaccination provided by the Town of Needham Health Department, during the vaccination period defined by the Health Department in any such year as the Health Department determines flu vaccinations should be provided to the community, provided that any employee who receives a flu vaccination shall sign a form provided by the Board of Health, releasing the Town of Needham, the Health Department, and any and all town officials and employees from liability for any condition resulting from receipt of the vaccination.

Section 5. Members of the bargaining unit designated by the Health Department shall be eligible to receive at no cost to the employee a vaccination for Hepatitis B and Tetanus, provided that any employee who receives such vaccinations shall sign a form releasing the Town of Needham, the Board of Health, and any and all town officials and employees from liability for any condition resulting from receipt of the vaccination.

Section 6. Incorporated herein by reference and considered an integral part thereof is the Town of Needham FMLA Policy (#312), as amended.

Section 7. The Town acknowledges its responsibilities under M.G. L. c. 149 Section 52D (Small Necessities Leave Act) as amended.

Section 8. **Criminal Offender Record Information** The Town may conduct Criminal Offender Record Information (CORI) checks for service-oriented positions as needed.

Section 9. **Motor Vehicle License** The Town will conduct periodic motor vehicle license checks for all members to verify that each member of the bargaining unit required to operate a

motor vehicle has an active drivers' license, so long as such checks do not conflict with DOT regulations. It shall be the responsibility of the employee to notify the Director of Public Works within 24 hours if at any time his or her license is suspended, revoked, or otherwise prevents him or her from driving.

Section 10. All members of the Union who are authorized to operate a Town vehicle acknowledge that the vehicle they operate may be equipped with a Global Positioning System (GPS) tracking device. The GPS tracking device will allow the Town to monitor the vehicle for geographic location, speed, hours of operation and other related data relevant to the vehicle's utilization for the purpose of maintaining the orderly and efficient operations of the Town. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of federal, state, or local law. Tampering with any GPS tracking equipment is expressly prohibited by this policy and may subject an employee to disciplinary action by the Town.

Section 11. Electronic Time Keeping System The Town agrees to consult with the Union prior to implementing an electronic time keeping system.

Section 12. Mandatory Direct Deposit The Town is authorized to require all members of the Union to sign up for direct deposit effective July 1, 2014. The only exception to this requirement is current employees who are not already on direct deposit as of April 1, 2014. Current employees who are on direct deposit as of April 1, 2014 may not change from direct deposit status. All employees hired after April 1, 2014 shall be subject to the mandatory direct deposit requirement.

Section 13. Tool Allowance The Town will reimburse Fleet employees, who elect to use their personal tools while repairing Town-owned vehicles or equipment, up to \$750 per fiscal year for tools needed while in the performance of their duties subject to the authorization of the Fleet Supervisor and appropriation.

Section 14. Animal Removal

- a. Members of the bargaining unit will remove dead animals from public roadways when requested by the Needham Police Department during periods when the Animal Control Officer is not available. Such animals will be removed from the public way and transported to the dead animal storage freezer.
- b. The Needham Police Department will investigate reports of dead animals in public roadways, and will make a determination as to whether an emergency response is necessary. If so, during working and non-working hours, the dead animal removal assignment will first be offered to the Highway on-call employee. If the Highway on-call employee is unavailable or unwilling to perform the assignment, the Needham Police will contact a list of other employees willing to accept the assignment. Such list will be developed by the Director of Public Works and will consist of volunteers from all divisions.
- c. In the event that an on-call employee is assigned to remove a dead animal from the roadway, he or she will be paid in conformance with the payment schedule already

established for the on-call program. If the assignment is made to an employee who is not on-call, such employee will be paid time and one-half, and will receive a four hour minimum call-back.

- d. Employees who are assigned to remove dead animals will receive an additional one hour of overtime pay for the shift in which the assignment is carried out, in addition to their regular eight hours pay, regardless of when the work is performed. The decision as to whether or not the employee will be released from the day's scheduled activities to remove a dead animal will be made at the discretion of the superintendent in charge of the division to which the employee in question is assigned.
- e. The Town will provide protective gloves, bags, disinfectant lotion, etc. as recommended by the Animal Control Officer or as requested by employees, at the discretion of the Director of Public Works. The Town will pay for rabies vaccine series for any employee assigned to dead animal removal who so elects.
- f. No employee who refuses to participate in the dead animal program will be required to participate or be disciplined for non-participation.

Section 15. Employees authorized for 24-hour use of Town-owned vehicles are authorized to make reasonable stops for personal business before and after their shifts.

ARTICLE 29

PERFORMANCE EVALUATION

An annual evaluation of the performance of every employee in the Union shall be made on such form and at such time as the Town Manager may require. Annual evaluation shall be included in the centralized personnel file.

ARTICLE 30

LIGHT DUTY

Section 1. An employee who is unable to return to full duty status after a work-related or non-work-related injury may return to work on a light duty status consistent with any restrictions provided by a physician and in accordance with the provisions set forth below.

Section 2. Each physician who administers an examination under this procedure shall be provided by the Town with a detailed analysis of the physical requirements of the light duty tasks proposed, and shall be asked to make a determination of the fitness of the examined employee to perform the specific physical requirements of each light duty task. Each physician shall be asked to specify which, if any, light duty tasks the examined employee is not capable of performing.

Section 3. In the event that an employee is assigned to light duty, such light duty shall not interfere with on-going medical treatment.

Section 4. Light duty assignments shall be limited to two (2) month increments unless an extension is otherwise approved in advance by the Director of Public Works/designee.

Section 5. Light duty tasks shall be determined by the Director of Public Works/designee.

Section 6. Employees on light duty status shall be ineligible for overtime assignments.

ARTICLE 31 **ACCESS TO PREMISES**

Union staff representatives shall be permitted to have access to the premises of the Town for the purposes of official Union business, so long as there is no disruption of operations. Requests will be made in advance to the Director of Public Works or his/her designee and will not be unreasonably denied. The Union may be required to provide the Town with a list of staff representatives who may wish to access the premises.

ARTICLE 32 **DUES/AGENCY FEE**

Section 1. Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from earned wages each pay period union membership dues required as a condition of acquiring, or retaining, membership in the Union of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked Appendix A. As a condition of employment, each employee who elects to join or maintain membership in the union shall be required to pay union dues to the Union, beginning the thirty-first (31st) day following the commencement of his/her employment, or the effective date of the agreement, whichever is later. The Town will remit all sums deducted under such check off authorization to the Treasurer of the Union, together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the fifteenth day of the succeeding month.

Section 2. The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.

Section 3. The Town will incur no liability for loss of dues money after the Union representative receives said money in person from the Town Treasurer.

Section 4. The Union shall provide the Department of Human Resources with the signed acknowledgement from each member on Appendix A electing to have the union dues deducted

from his or her pay. Such release will be submitted for deduction for the next available payroll processing period.

Section 5. Neither the Town nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Section 7. The Union shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

ARTICLE 33

DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination by foremen, superintendents or other agents of the Town against any employee because of activity or membership in the Union or its agents because of non-activity or non-membership in the Union.

Section 2. **Non-Discrimination** The Town of Needham Non-Discrimination Policy #201, and as from time to time amended is hereby incorporated by reference.

ARTICLE 34

UNION REPRESENTATIVES

Section 1. A written list of Union stewards and other officers of the local shall be furnished to the Town immediately after their designation. The Union shall subsequently notify the Town of any changes in such designations.

Section 2. Union stewards or other officials of the local shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Request for such time off shall be made to the Director of Public Works/designee and shall not be unreasonably denied.

Section 3. Leave of absence without loss of pay may be granted to members of the bargaining team to attend negotiation sessions.

Section 4. Two members of the local shall be entitled to two days off without loss of pay per fiscal year for the purposes of attending meetings of state and national conventions provided that such leave is requested at least 48 hours in advance and does not unduly interfere with the operations of the Department of Public Works.

IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and the Union has caused this instrument to be signed by its proper officers hereunto duly authorized this _____ day of _____, 2024.

For the
Town of Needham:

Date: _____

For the
Union, LIUNA, Local 1116

Date: _____

Town Manager:

Kate Fitzpatrick

Date: _____

Approved as to Form:

Date: _____

Town Counsel

Appendix A
NIPEA/Union Dues/Agency Fee
Authorization for Payroll Deduction

Name of Employee

Department/Division

Effective_____ I hereby request and authorize you to deduct from my earnings each pay period, the amount of \$_____. This amount shall be paid to the Treasurer of the Needham Independent Public Employees' Association, and represents payment of my Union dues OR Agency Fee (please circle one).

These deductions may be terminated by me by giving you a sixty (60) days written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

Appendix B

In Appendix B, the Town and the bargaining union have agreed to additional annual compensation for specific licenses that have a strong value to the Public Works organization to which union members will receive additional compensation for obtaining and maintaining.

License Stipends

Members of the bargaining unit who obtain and maintain licensure outside of the minimum license requirements for their job description shall be entitled to an additional stipend, to be paid as indicated below. For all licenses where a stipend is provided, the employee must use their license when required by management as long as it complies with all other union provisions.

Section 1. Administration

- a. A one-time bonus equivalent to the value of the stipend will be awarded for first obtaining a license.
 - i. Employees can submit for the initial license one-time bonus on a quarterly basis. Quarters are broken down as follows: Quarter 1 (July – September), Quarter 2 (October – December), Quarter 3 (January – March), and Quarter 4 (April – May). Requests for stipends (including all relevant documentation) must be received by the last day of each quarter as listed in order to be disbursed during the following quarter. No initial license stipends will be awarded in June. They can be submitted in the following quarter.
- b. An annual stipend will be awarded for maintaining a license for a full fiscal year. Annual stipends will be disbursed during the month of July.
 - i. The first annual stipend received after an initial stipend will be prorated based on the quarter in which the initial stipend was disbursed.
 - ii. Employees who obtain and maintain multiple licenses as described above are eligible for multiple annual stipends, not to exceed a total amount of \$5,000 per fiscal year. This is not inclusive of the one-time
 - iii. The CDL Trainer stipend shall be separate incentive in addition to the license incentive program.

Section 2. Applicable Licenses

After consultation with the Union, the Town may add or remove eligible licenses and certifications listed in Section 5.

Section 3. Drinking Water Treatment License Program

- a. Members of the bargaining unit regularly assigned to operate drinking water supply facilities and who have passed the examination for the T-2 license shall receive a differential of 0.5% of their hourly base rate; paid weekly.
- b. Members of the bargaining unit eligible to receive differential pay as set forth above may only receive one type of differential pay at any given time. Payment of a differential for holding a

particular will only be authorized when the employee's position has been designated by the Director of Public Works/designee as requiring that license.

- c. This program is separate from the license stipend and any additional compensation from the Drinking Water Treatment License Program is not included towards the maximum stipend amount.

Section 4. Retention Bonus

During times of hiring difficulties, the Town Manager reserves the right to award retention bonuses for specific positions. The amount of this bonus would be determined by the Town Manager. The retention bonus would be reevaluated every year and is not guaranteed.

Section 5. Licenses list

Group A - \$1,000 Annually

ASE – Certified Master Truck Technician*
NEWEA Wastewater Collection Systems Grade IV*
Drinking Water Distribution D3*
Drinking Water Treatment T2 Full*
CDL Class A*

Group B - \$750 Annually

ASE – minimum of three (3) current Medium-Heavy Truck ("T") Series Certifications*
Wastewater Collection Systems NEWEA Grade III*
Drinking Water Distribution D2*
Signs & Markings IMSA Level III*
Drinking Water Treatment T1 Full*

Group C - \$500 Annually

Signs & Markings IMSA Level II*
Hoisting License -any classification (\$100/license capped at \$500)
MassDEP Backflow Prevention Device Tester
MassDEP Cross Connection Surveyor
Wastewater Collection Systems NEWEA Grade II*
MA or ISMA Certified Arborist
Bay State Roads Scholar

Group D - \$250 Annually

CDL Hazmat Endorsement
CDL Tanker
Work Zone Traffic Control IMSA*
Signs & Markings IMSA Level 1*
Confined Space Certificate
Trench Safety or Competent person
Drinking Water Treatment Operator in Training*
MA Pesticide Applicator
Drinking Water Distribution D1*
Wastewater Collection Systems NEWEA Grade I*
4G Mowing License

*cannot be combined with other licenses from the same classification (example cannot earn a license for both a D1 and D2, only the higher)

Section 6. CDL Trainer License

CDL Trainer - \$3,000 Annually

Federal Motor Carrier Safety Administration certified employees designated by the Director of Public Works/designee to lead the Department's Entry Level Driver Training program as registered by the federal government and regularly conducts such training for the Town. Up to 2 employees per year. Selection of the qualified individuals shall not be grievable.

Section 7. Transition and Implementation

For employees who already possess licenses as listed and for those hired already having received the licenses listed, they will be eligible for the annual stipend on July 1 of each year.

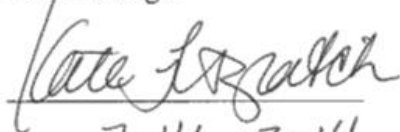
Memorandum of Agreement

It is hereby agreed, by and between the Needham Independent Public Employee Association/LIUNA 1116 (hereinafter the "Union") and the Town of Needham (hereinafter the "Town") as follows:

1. The parties have agreed that the hours of operation of the RTS may be changed at the discretion of the Town Manager, and that employees are no longer required as a condition of employment to work an additional one hour of overtime per day.
2. Employees hired on or after March 1, 2014 or assigned to the RTS on or after March 1, 2014 are not subject to the condition of employment requiring one hour of overtime per day, and will not be guaranteed any specific amount of overtime as a condition of employment. The Director of Public Works may arrange the work schedule of such employees (Tuesday through Saturday) to meet the needs of the RTS facility.
3. Employees on the payroll and assigned to the RTS as of February 28, 2014 will continue to be assigned four hours of overtime per week during the term of the collective bargaining agreement (June 30, 2017).
4. The Director of Public Works will arrange for RTS employees to be offered overtime opportunities in other divisions when the RTS is closed.

Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Association, which by its terms is in effect through June 30, 2017 shall remain in full force and effect.

Town Manager



Date: 7-14-2014

N.I.P.E.A.



Date: 7-14-14

This agreement shall be executed in one or more counterparts, each of which when so executed shall constitute but one and the same instrument.

Memorandum of Agreement

Agreement is hereby made this 13th day of May, 2024 by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Public Employees Association, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2027, remain in full force and effect.

The Town and the Union agree that at the discretion of the Director of Public Works or designee, Park and Forestry staff members that are put on notice to be available in the anticipation of a weather-related emergency, may also be authorized for 24-hour use of their work vehicle until such anticipated event is declared to have ended.

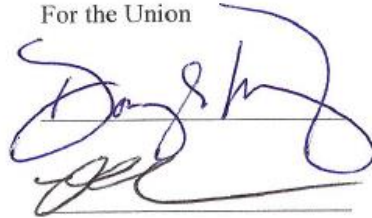
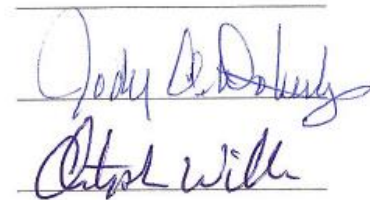
For the Town

A blue ink signature of the Town Manager, appearing to be "V. Russo", written over a horizontal line.

Town Manager

Date: 5.13.24

For the Union

A blue ink signature of a Union representative, appearing to be "D. Smith", written over a horizontal line.Two blue ink signatures of Union representatives, appearing to be "Jody A. Doherty" and "Chris Wilk", written over two horizontal lines.

Date: 5/13/24