

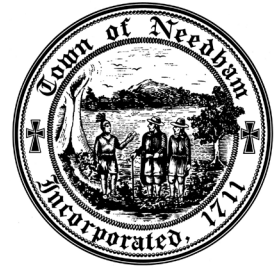
SELECT BOARD

Meeting Agenda

6:00 p.m. February 28, 2023

NEEDHAM TOWN HALL

Select Board Chambers & Zoom



Pursuant to Chapter 22 of the Acts of 2022, 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](https://us02web.zoom.us/j/86313544137?pwd=UU1xaXd1VWY3bDgvR1hiTmooTkpsQTo9). At the above date and time, click on “Join a Meeting” and enter the meeting or click the link below to join the webinar:

<https://us02web.zoom.us/j/86313544137?pwd=UU1xaXd1VWY3bDgvR1hiTmooTkpsQTo9>

Passcode: 059680

One tap mobile: +13126266799,,86313544137#

Webinar ID: 863 1354 4137

	6:00	Public Comment Period Citizens 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	Introduce Recycling and Solid Waste Superintendent Carys Lustig, Director of Public Works
2.	6:00	Public Hearing: Grant of Location; 64 High Rock Street Joanne Callendar, Eversource Representative
3.	6:00	Public Hearing: Grant of Location; 47 Scott Road Joanne Callendar, Eversource Representative
4.	6:00	Public Hearing: ABCC Amendment Application for Change of Ownership Interest – Innovative Distributing Concepts, LLC d/b/a Bin Ends John Hafferty, Applicant
4.	6:00	Public Hearing (Continued): Outdoor Dining License – Henry Hospitality Inc d/b/a The James Stuart Henry, Manager
5.	6:00	Public Hearing (Continued) – Alteration of Premises for an All-Alcohol License in a Restaurant – Henry Hospitality Inc d/b/a The James Stuart Henry, Manager

6.	6:00	Public Hearing (Continued): Outdoor Dining License – Henry Hospitality Inc d/b/a The James Stuart Henry, Manager
7.	6:20	Housing Authority Update - Reg Foster, NHA Chair - Dan Chen, Principal-in-Charge, BH+A - Margaret Moran, Deputy Executive Director of Development, CHA - Nathalie Jansen, Senior Project Manager, CHA - Steve Merritt, Interim Executive Director, NHA - Cheryl Gosmon, Assistant Executive Director, NHA
8.	6:40	Citizens Petition – Single Use Plastic Bags - Robert Fernandez, Lead Petitioner - Kathy Riaz, Petitioner
9.	7:00	Foster Property Development Agreement Jack Dawley, President & CEO, Northland Residential Corporation
10.	7:30	Police Chief Annual Report - John Schlittler, Chief of Police - Kelsey Cournoyer, Crime Analyst
11.	8:00	Town Manager - Approve Property Line Agreement Charles River Street - Discuss Proposed Alcohol Regulation Revision - ARPA Budget Update Proposal
12.	8:20	Board Discussion - Code of Conduct - Committee Reports
13.	8:30	Executive Session Exception #3 Collective Bargaining – Fire Union Contract

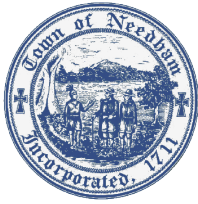
APPOINTMENTS

1.	Robert Dermody	Single Parcel Historic District Study Committee Term Exp: 6/30/2026
2.	Kimberly McCollum	Single Parcel Historic District Study Committee Term Exp: 6/30/2026

CONSENT AGENDA *=Backup attached

1.*	Approve minutes of February 14, 2023 (open session).
2.	Approve release of certain Executive Session minutes for the period of June 2018 through February 2020 (7/24/18, 7/27/18, 9/11/18, 10/9/18, 11/27/18, 12/4/18, 12/18/18, 1/29/19, 2/12/19, 3/12/19, 3/26/19, 4/23/19, 5/14/19, 8/20/19, 9/24/19, 12/17/19, 1/28/20, & 2/11/20) and a release of certain redacted material from minutes already approved from the period of August 2016 through June 2018 (8/16/16 & 6/12/18)
3.	Accept the following donation made to Youth & Family Services Department; \$2,000 from the Highrock Church, Jog for Joy 5K Fundraiser for Mental Health.

4.	Approve a One Day Special License for Robert Timmerman of Needham Knights of Columbus for Saturday, March 11, 2023, 6:00PM-11:00PM for the annual St. Patrick's Dinner Dance. The event will be held at Needham Knights of Columbus Hall, 1211 Highland Avenue, Needham. All documents are in order. Police Department approved the events.
5.	Accept the following donations made to the Needham Community Revitalization Trust Fund: \$200 from Sean Wilder, \$100 from Gregory Giokas, \$100 from Paul Murtagh, Rincon Management, and \$50 from Sandra Molinsky.
6.	Accept the following donations made to the Needham Free Public Library; \$50 from Carol Thomas, in memory of Barbara Cusack; \$50 from Jean Cavagnaro, in memory of Barbara Cusack; \$100 from Alyse Sicklick, in memory of Barbara Cusack; \$100 from Ned and Marge Berube, in memory of Barbara Cusack; \$100 from the Resnick Sullivan Foundation, in memory of Barbara Cusack; seven English language learning books (estimated value \$188) from Sandra Boynton; Two copies of <i>Our Good Name</i> , by Catherine Marenghi (each estimated at \$19), one given by the author and the other given by the Friends of the Needham Free Public Library; and <i>Precipice</i> , by Paul Doiron (estimated value \$18), <i>Swagger</i> , by Jimmy Johnson (estimated value \$28), <i>The Marriage Portrait</i> , by Maggie O'Farrell (estimated value \$28), and <i>8 Rules of Love</i> , by Jay Shetty (estimated value \$29), all given anonymously.



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

MEETING DATE: 2/28/23

Agenda Item	Introduce Recycling and Solid Waste Superintendent
Presenter(s)	Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
DPW Director Carys Lustig will introduce newly appointed Assistant Director of Public Works, Matthew DeMarrais.	
2.	VOTE REQUIRED BY SELECT BOARD
Introduction Only	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below)	
a. Resume for Matthew DeMarrais.	

Matthew DeMarrais

Summary

I have a unique combination of knowledge, experience and energy that makes me the best candidate for the Superintendent of the RSW Division for the Town of Needham. During my eight years of management at the Needham RTS I have proven that I have the talents to handle the staffing, equipment, and operational needs to make the facility run at a very high level. I have deep roots in the community which adds to my motivations for success. I will work towards best environmental results with decisions based on the Town's best interests.

Work Experience

Town of Needham Public Works December 2014-Present.

Acting Superintendent, RWS Division Oct 2022-Present

- Responsible for RSW Division for Town of Needham – oversight of RTS facility, RSW staff, Town-wide trash & recycling collections and all activity associated with these operations.
- Planned and coordinated Solid Waste Forum (11/02/22) presented to the Needham community in cooperation with Green Needham, Casella Recycling, MA DEP, Agri-Cycle Energy and Needham School's Nutrition Services.
- Managed the November 1, 2022, Waste Ban updates- mattresses & textiles – including two interviews with local television news stations, web site updates and increasing recycling capacity.
- Create RSW invoice tracking sheets to streamline division's invoice payments and budget tracking
- NPDES SWPPP facility inspections and beginning NPDES trainings for staff

Assistant Superintendent, Recycling & Solid Waste Dec 2014-Oct 2022

- Responsible for daily operations of 2nd largest municipal transfer station in MA, serving 6,800 households and many local commercial haulers for trash, recycling and yard waste.
- Direct management of Needham RTS staff: 8 full-time union employees, working directly with foreman, DPW scale specialist, 4 HMEOs and 2 laborers. Responsible for divisional payroll. Involved in all hiring for division.
- Coordinate MSW contract hauler activity, monitor invoicing and data from load tickets. Coordinate recycling hauls with sub-contracted trucking operation to Casella Auburn. Maintain ongoing communications with Casella management, Auburn operations staff and hauler dispatch to ensure timely processing of Town recyclables.
- Manage State-contract vendor collections - mattresses, universal waste, medical sharps, tires, paint, HHW, electronics as well as coordinating waste oil, antifreeze, scrap metals/white goods, propane tanks, textile and book collections with local processors, scrap yards and non-profit companies.
- Oversee all trash and recycling collections from Needham's municipal buildings, Town parks, street barrels and public schools, including hauling, dumpster maintenance, working with Building Maintenance management & staff to coordinate clean-outs and troubleshoot problems and missed pick-ups. Responsible for Board of Health inquiries and inspection reports, as needed.
- Track and report on Division activity, in and outbound tonnage and/or creating cubic yard conversions for relevant materials (i.e., compost, street sweepings, etc.). This data is used throughout the DPW for reporting and permitting.
- Respond daily to public inquiries, suggestions, and complaints, including emails, phone calls, office visits and on-site operational encounters at transfer station. Responsible for division's website on Town's website.

- Create and manage most procurement requisitions for division—PO's, State contracts, vendor management for division services, supplies, vehicle repairs & maintenance, emergency response. Completed MCPPO Public Contracting Overview; 99% on final exam.
- Coordinated Needham's annual Household Hazardous Waste Events for 2015-2022. Worked with Clean Harbors, Tradebe Environmental and Town departments for successful events.
- Supervisor during snow plow & removal operations-- Main Streets, transfer station or hand crews.
- On-site, Town contact for installation of 11,700+ solar panels on 12 acres at closed landfill. Coordinated with Solar City (Now Tesla) project manager and various sub-contractors to ensure contract compliance and minimize impact on daily operations at the transfer station. Reported to senior DPW management and Town Project Manager.

Earthworm, Inc April 2008-2014

Earthworm, Inc. is an energetic non-profit founded in 1970. Earthworm's founders were recycling pioneers. Customers range from large corporate accounts (McKinsey and EuroPro) to small non-profits.

- **Recycling Manager (Specialty in E-waste) 2010-2014**
- Triage collection of electronics to R2 standards to optimize recyclability, highlighting reuse (including donations and resale) when possible.
- Tracked all out-going tonnages (including heavy metal diversion) for each account. Annual roll-up reporting for each customer.
- Hiring and Training

New England Mobile Book Fair, 1991 - 2007

The New England Mobile Book Fair was the largest bookstore in New England when I was the General Manager. During my tenure, the NEMBF retail sales were in the \$5M range, wholesale in the \$2M range and over 60 employees.

- **General Manager 2003 - 2007**
- **Assistant Manager 1999 – 2003**
- **Buyer, Shipping Manager 1991 - 1999**

Education and Business Skills

BA, English, University of Massachusetts at Amherst 1990 (Phi Beta Kappa) 3.6 GPA

Board of Directors, Earthworm Recycling (elected in 2009)

Haley Pilot School Running Club volunteer – 50 BPS elementary students, 6-8 week running program in both Spring + Fall 2018-present.

Founding member of JP Bikes; one of the primary organizers of the annual JP Bikes Spring Roll Bike Parade 2009-2019

Grant-winning recycling presentation at the Buckingham, Brown and Nichols (BB&N) school.

Proficient in Microsoft Office applications including Word, Excel, Outlook and PowerPoint

Successfully completed UPS driver training (2007)



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

MEETING DATE: 2/28/2023

Agenda Item	Public Hearing: Eversource Grant of Location: 64 High Rock Street
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 10 feet of conduit in High Rock Street. This work is necessary to provide underground service to 64 High Rock Street, Needham. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 10 feet of conduit in High Rock Street.	
3.	BACK UP INFORMATION ATTACHED
a. DPW Review Sheet b. Letter of Application c. Petition d. Order e. Petition Plan f. Notice Sent to Abutters g. List of Abutters	

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

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

TO: Kristin Scoble, Select Board Office
FROM: DPW Office
DATE:
RE:

For Select Board Meeting of
Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 2-21-23

REVIEWER:

R. W. W.

SITE LOCATION: #64 HIGH ROCK ST.

UTILITY REQUESTING:

EVERSOURCE

Conduit Work Area Description

☒ A Sidewalk/Grass Strip Crossing Only

Peer Review tar 2/24/23

B Work Within Paved Road Perpendicular Crossing

Peer Review _____

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

Peer Review _____ Div. Head Review _____

D Other

Peer Review _____ Div. Head Review _____

☒ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☒ Diameter of Conduit 3"

☐ Cables Transferred to New Pole

☒ Depth of Conduit

☒ New Riser on Pole ?

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk (NO SIDEWALK)

☒ Crossing Perpendicular to Road

☐ Abutters List Complete

☒ Public Road

☒ Photos Included

☐ Double Pole N/A

Department Head _____

COMMENTS:

THIS ONE LOOKS OK. THERE ARE RISER ON THE POLE HOWEVER NO LOOP
OF WIRE IS VISIBLE COMING OUT OF THEM AND THEY APPEAR OLD. ALSO, NO
TRENCHING IS READILY APPARENT. ALSO, NO SIDEWALK IN THIS AREA.

The application is in order pending a public hearing- tar 2/24/23



180 Calvary Street
Waltham, Ma 02453

February 17, 2023

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: High Rock St
Needham, MA
W.O. #11703830

Dear Members of the Board:

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

The reason for this work is to provide electric service to #64 High Rock Street.

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

Very truly yours,

Richard M. Schifone

Richard M. Schifone, Supervisor
Rights and Permits

RMS/HC
Attachments

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

WHEREAS, NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

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

HIGH ROCK STREET - Southeasterly from pole 31/8, approximately 485 feet west of Warren Street, install 10 feet of conduit.

W.O.# 11703830

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

1. Conduits and manholes shall be located as shown on the plan made by T. Thibault, dated February 16, 2023 on the file with said petition.
2. Said company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

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

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2023 at _____ in said Town.

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

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Select Board of the Town of NEEDHAM, Massachusetts, duly adopted on the _____ day of _____, 2023 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of NEEDHAM, Massachusetts

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

To the Select Board of the Town of NEEDHAM Massachusetts:

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by T. Thibault, dated February 16, 2023, and filed herewith, under the following public way or ways of said Town:

HIGH ROCK STREET - Southeasterly from pole 31/8, approximately 485 feet west of Warren Street, install 10 feet of conduit.

W.O.# 11703830

NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY

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

Dated this 17th day of February

Town of NEEDHAM Massachusetts

Received and filed _____ 2023

TOWN OF NEEDHAM, MASSACHUSETTS

Building Inspection Department

Assessor's Map & Parcel Number: 1990430000200000

Building Permit Number: _____

Zoning District: "SRA" Single Residence A

Lot Area: 14,703 S.F.

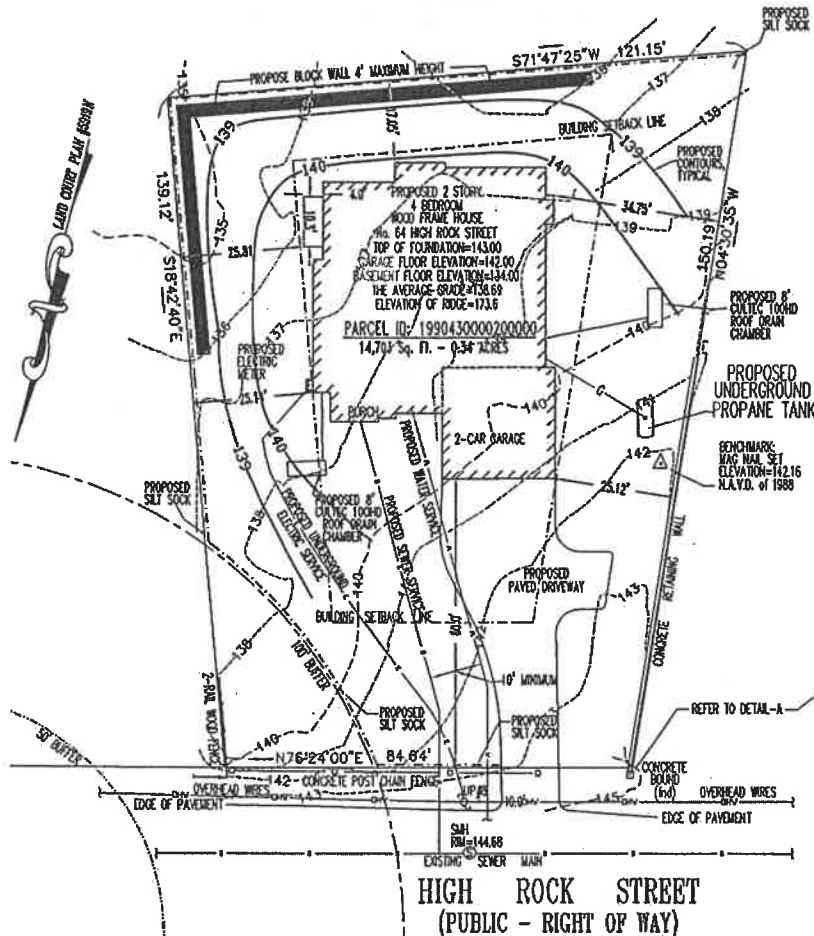
Address: 64 High Rock Street, Needham MA 02492

Owner: 72 High Rock, LLC

Builder: Dt And Sons Construction Inc.

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

Circle One that Applies
40' Scale



Note: Plot Plans shall be drawn in accordance with Sections 7.2.1 and 7.2.2 of the Zoning By-Laws for the Town of Needham. All plot plans shall show existing structures and public & private utilities, including water mains, sewers, drains, gas lines, etc.; driveways, septic systems, wells, Flood Plain and Wetland Areas, lot dimensions, lot size, dimensions of proposed structures, sideline, front and rear offsets and setback distances (measured to the face of structure) and elevation of top of foundations and garage floor. For new construction, lot coverage, building height calculations, proposed grading and drainage of recharge structures. For pool permits, plot plans shall also show fence surrounding pool with a gate, proposed pool and any accessory structures*, offsets from all structures and property lines, existing elevations at nearest house corners and pool corners, nearest storm drain catch basin (if any) and sewage disposal system location in areas with no public sewer.
*Accessory structures may require a separate building permit — See Building Code.

I hereby certify that the information provided on this plan is accurately shown and correct as indicated.

The above is subscribed to and executed by me this 15 day of December, 20 22.

Name: James W. Nieva, PLS #39399, S.E.

Registered Land Surveyor Date: December 15, 2022

Address: 206 Dedham Street, City: Norfolk

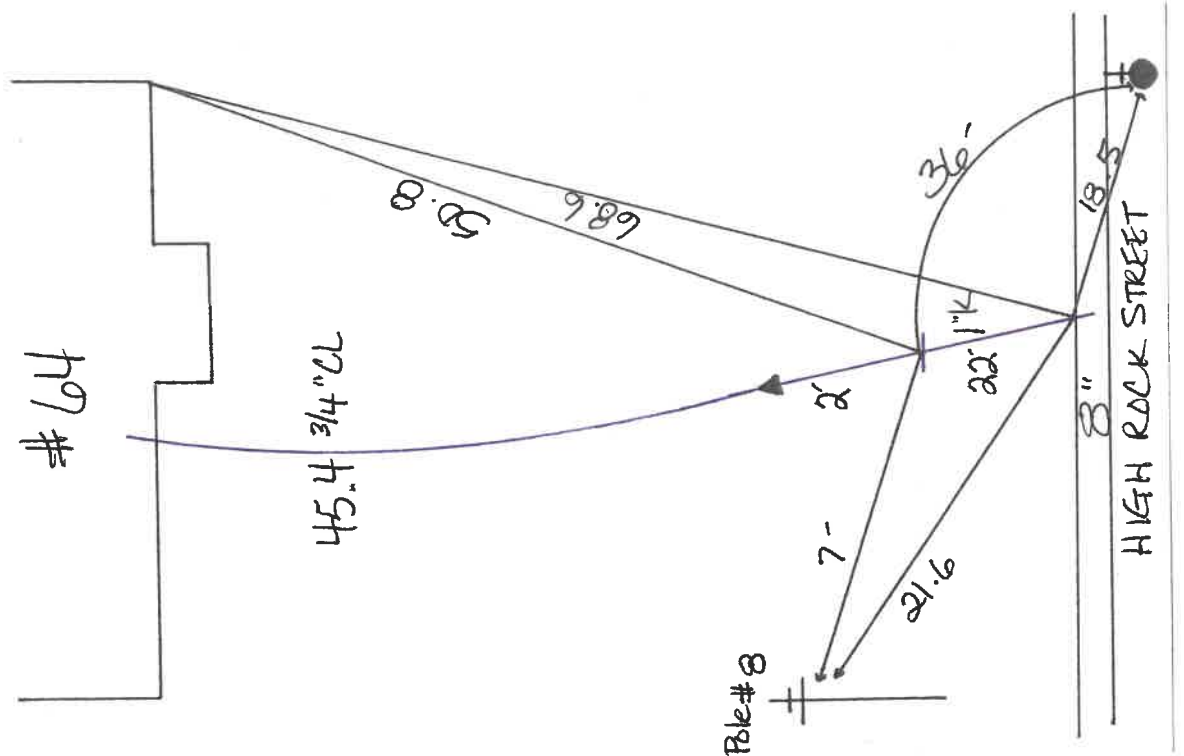
State: MA Zip: 02056 Phone: 508-384-3990

Approved: _____

Director of Public Works Date: _____

Approved: _____

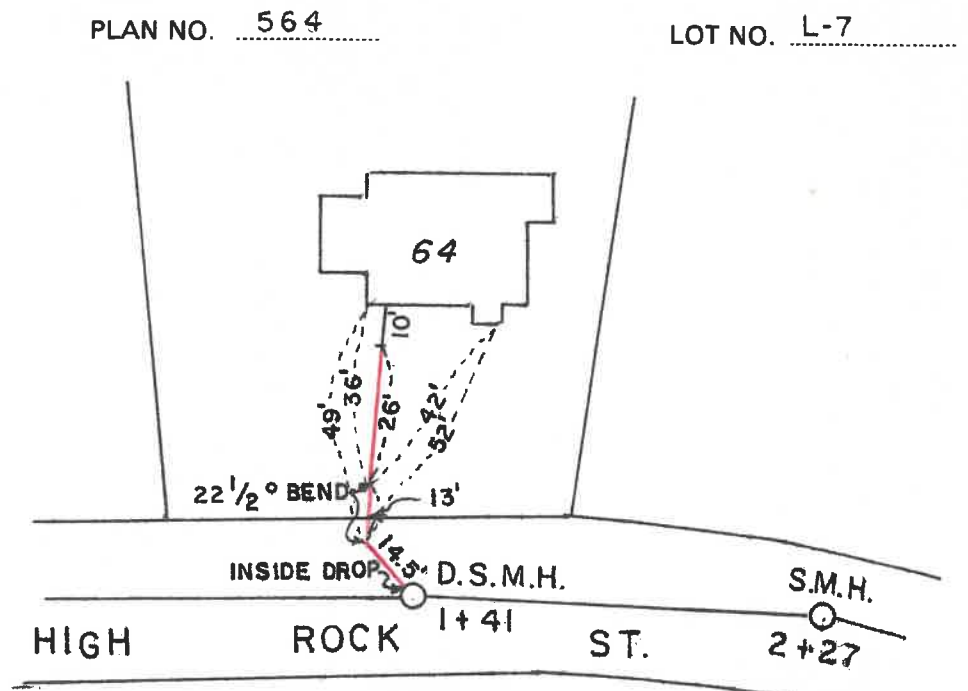
Building Inspector Date: _____



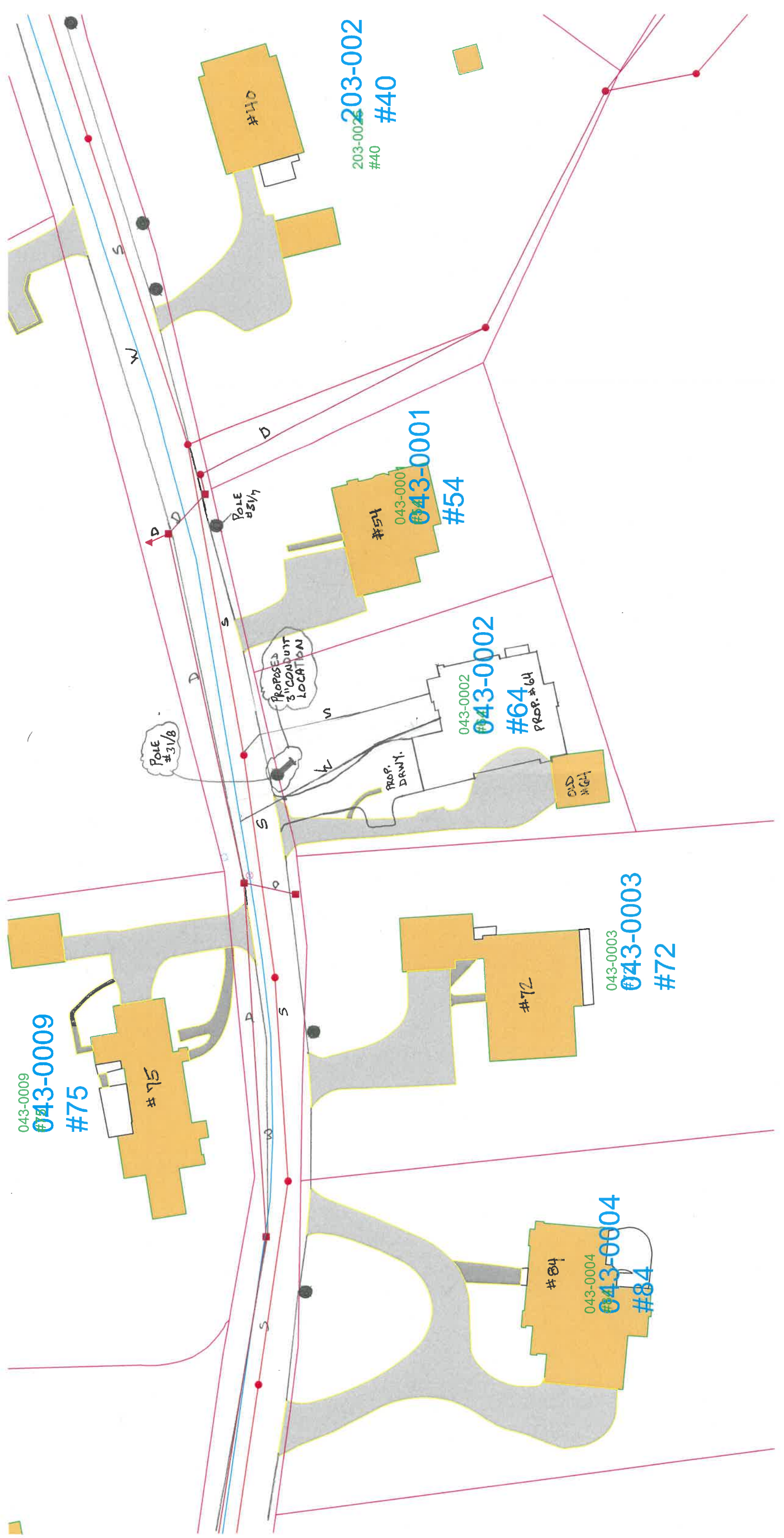
**TOWN OF NEEDHAM PUBLIC WORKS DEPARTMENT
HOUSE CONNECTION**

APP. NO. 9662 NO. 64 HIGH ROCK ST. OWNER _____
ESTIMATE _____ COST _____ DATE _____

Length to St. Line	18.5'
St. Line to Bldg.	45'
Total Length	63.5'
Depth at Main	6' (inside drop 3.5')
" " St. Line	4.5'
" " Bldg.	
Ave. Depth	-
Kind of Soil	Gravel/silt
Ledge	none
Depth of Gr. Water	none
Work Started	7/16/90
" Finished	7/16/90
Plumbing Conn.	

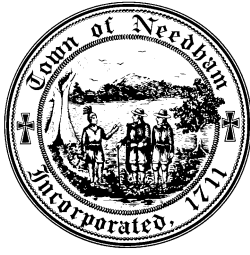


1"=40'
N






TDT & SONS
CONSTRUCTION INC.
508-314-4279



NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on February 28 , 2023 via Zoom and in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492** upon petition of Eversource Energy dated **February 17, 2023** to install approximately 10 feet of conduit in High Rock Street. This work is necessary to provide electric service to 64 High Rock Street, Needham, MA.

A public hearing is required, and abutters should be notified.

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

Marianne B. Cooley
Marcus A. Nelson
Kevin Keane
Matthew D. Borrelli
Heidi Frail

SELECT BOARD

You are invited to a Zoom webinar;
<https://us02web.zoom.us/j/86313544137?pwd=UU1xaXd1VWY3bDgvR1hiTmo0TkpsQT09>
Passcode: 059680
Webinar ID: 863 1354 4137

Dated: February 21,2023

64 HIGH ROCK STREET

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/043.0-0010-0000.0	CONTI, DAVID &	CONTI, LISA	41 HIGH ROCK ST	NEEDHAM	MA	02492-
199/043.0-0002-0000.0	64 HIGH ROCK LLC		72 HIGH ROCK ST	NEEDHAM	MA	02492-
199/043.0-0003-0000.0	PATEL, BHUREN H. &	PATEL, PARSHAVI S	72 HIGH ROCK ST	NEEDHAM	MA	02492-
199/043.0-0009-0000.0	HEDGES, GAIL B		75 HIGH ROCK ST	NEEDHAM	MA	02492-
199/204.0-0023-0000.0	MITCHELL, CHRISTOPHER T &	MITCHELL, SUSAN M	649 SOUTH ST	NEEDHAM	MA	02492-
199/043.0-0001-0000.0	LIU, HUA		54 HIGH ROCK ST	NEEDHAM	MA	02492-

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



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

MEETING DATE: 2/28/2023

Agenda Item	Public Hearing: Eversource Grant of Location: 47 Scott Road
Presenter(s)	Joanne Callender, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 31 feet of conduit in Scott Road. This work is necessary to provide underground service to 47 Scott Road, Needham. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, that conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board approve and sign a petition from Eversource Energy to install approximately 31 feet of conduit in Scott Road	
3.	BACK UP INFORMATION ATTACHED
a. DPW Review Sheet b. Letter of Application c. Petition d. Order e. Petition Plan f. Notice Sent to Abutters g. List of Abutters	

**TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT**

NEEDHAM, MA 02492 Telephone: (781) 455-7550

www.needhamma.gov/dpw

TO: Kristin Scoble, Select Board Office

FROM: DPW Office

DATE:

RE:

For Select Board Meeting of

Abutters list & labels at Assessors Office.

Please email confirmation date & time of hearing

GRANT OF LOCATION PETITION REVIEW

DATE OF FIELD REVIEW: 2-16-23

REVIEWER: R. W. W.

SITE LOCATION: #47 SCOTT RD.

UTILITY REQUESTING: EVERSOURCE

Conduit Work Area Description

A Sidewalk/Grass Strip Crossing Only

Peer Review _____

☒ B Work Within Paved Road Perpendicular Crossing

Peer Review tar 2/17/23

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

Peer Review _____ Div. Head Review _____

D Other

Peer Review _____ Div. Head Review _____

☐ Petition Plan Consistent with Field Review

☐ Old Pole Removed N/A

☒ Diameter of Conduit 3"

☐ Cables Transferred to New Pole N/A

☒ Depth of Conduit

☒ New Riser on Pole No

☒ Utility Conflicts

☒ Visible Trench Patch across Road/Sidewalk No

☒ Crossing Perpendicular to Road

☐ Abutters List Complete

☒ Public Road

☐ Photos Included

☐ Double Pole N/A

Department Head _____

COMMENTS:

PETITION PLAN INDICATES CONDUIT CROSSING ROAD, HOWEVER TEMPORARY CONNECTION IS VIA POLE #4 ON SAME SIDE OF STREET AS HOUSE. THERE IS NO CONDUIT TRENCHING VISIBLE AND NO RISER ON POLE AS OF YET.

Application is in order pending a public hearing - tar 2/17/23



180 Calvary Street
Waltham, Ma 02453

February 15, 2023

Select Board
Town Hall
1471 Highland Avenue
Needham, MA 02192

RE: Scott Road
Needham, MA
W.O.#11734528

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 31 feet of conduit in Scott Road.

The reason for this work is to provide electric service to #47 Scott Road.

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

Very truly yours,

Richard M. Schifone

Richard M. Schifone, Supervisor
Rights and Permits

RMS/HC
Attachments

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

WHEREAS, NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

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

SCOTT ROAD- Westerly from pole 347/3, approximately 426 feet
Southeast of Country Way, install 31 feet of conduit

W.O.# 11734528

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

1. Conduits and manholes shall be located as shown on the plan made by T. Thibault, dated February 13, 2023 on the file with said petition.
2. Said company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

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

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____, 2023 at _____ in said Town.

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

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the Select Board of the Town of NEEDHAM, Massachusetts, duly adopted on the _____ day of _____, 2023 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of NEEDHAM, Massachusetts

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

To the Select Board of the Town of NEEDHAM Massachusetts:

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

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by T. Thibault, dated February 13, 2023, and filed herewith, under the following public way or ways of said Town:

SCOTT ROAD- Westerly from pole 347/3, approximately 426 feet
Southeast of Country Way, install 31 feet of conduit

W.O.# 11734528

NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY

By: Richard M. Schifone

Richard M. Schifone, Supervisor
Rights & Permits

Dated this 15th day of February

Town of NEEDHAM Massachusetts

Received and filed _____ 2023

#48

426' ± TO
COUNTRY WAY

HHH

D'WY

347/3

BIT. BFRM

—8" SFWR

8" SEWER

6" WATER

-6" WATER

BIT. BERM

APPROX R.O.W

INSTALL 1 - 3" PVC PIPE
SCHEDULE 40, NO CONCRETE
SECTION 1 FIG. 1 31±

APPROX. PT.
OF PICKUP

SCOTT RD

#47

NOTE:

EVERSOURCE CONSTRUCTION WILL MAINTAIN 18" OF CLEARANCE BY GOING EITHER OVER OR UNDER ANY UTILITIES IT CROSSES.

NOTES:

THE LOCATION OF UNDERGROUND STRUCTURES ARE FROM PLANS AND RECORDS AND ARE APPROXIMATE ONLY. IN ADDITION, SURFACE FEATURES OF UTILITIES AND SERVICES LOCATED BY FIELD SURVEY ARE TIED-IN TO THEIR NEAREST MAIN SERVICE LINE IF NO RECORDS WERE AVAILABLE TO CONFIRM ITS UNDERGROUND EXISTENCE.

ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED YET UNAVAILABLE AT THIS PRESENT TIME

100

C# 37-23
Ward #
Work Order # 11734528

INSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE DORCHESTER MASS 02126

Plan of SCOTT RD

NEEDHAM
Showing PROPOSED CONDUIT LOCATION

Proposed Structures: LM

Scale	1"=20'	Date	FEBRUARY 13, 2023
SHEET	1 of 1		

YOUR USE OF THE INFORMATION CONTAINED IN THE MAP YOU ACCEDE TO THIS WARRANTY, OR ANY WRITING, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NASTAR ELECTRIC CORPORATION, NASTAR GAS CORPORATION NOR ITS PARENTS, AFFILIATES, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NASTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION, OR IN RELIANCE UPON IT TO OBTAIN OR MAINTAIN A LICENSE, OR TO OBTAIN OR MAINTAIN A CONTRACT, OR TO OBTAIN OR MAINTAIN A RELEASE, INDEMNIFY AND HOLD THE NASTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

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

MASS. LAW.

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

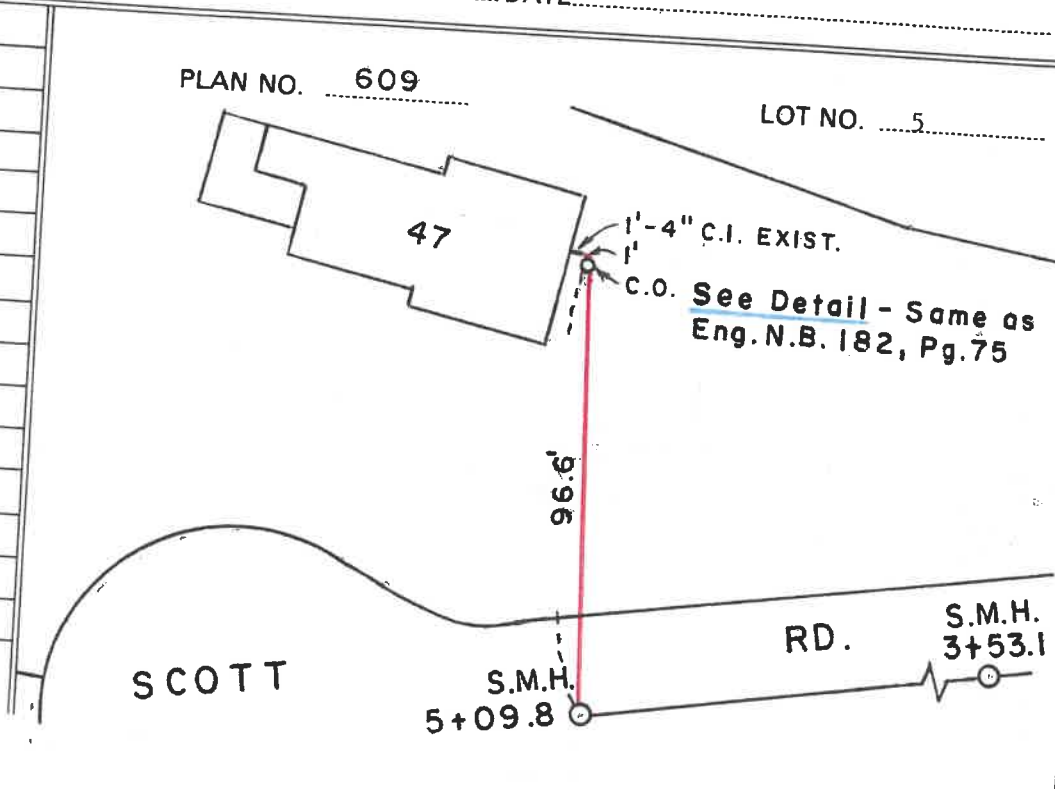
SCALE IN FEET

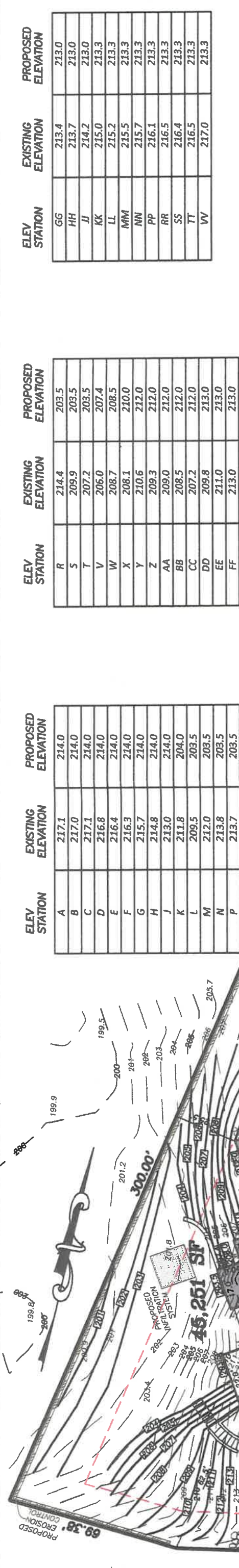


**TOWN OF NEEDHAM PUBLIC WORKS DEPARTMENT
HOUSE CONNECTION**

APP. NO. 9468 NO. 47 SCOTT ROAD ST. OWNER William Powers
 ESTIMATE _____ COST _____ DATE _____

Length to St. Line	20.0'
St. Line to Bldg.	78.6'
Total Length	98.6'
Depth at Main	6.5'
" " St. Line	5.0'
" " Bldg.	20"
Ave. Depth	4.0'
Kind of Soil	gravel/clay
Ledge	boulders
Depth of Gr. Water	none
Work Started	6/4/90
" Finished	6/4/90
Plumbing Conn.	6/4/90





ELEV STATION	EXISTING ELEVATION	PROPOSED ELEVATION
A	217.1	214.0
B	217.0	214.0
C	217.1	214.0
D	216.8	214.0
E	216.4	214.0
F	216.3	214.0
G	215.7	214.0
H	214.8	214.0
J	213.0	214.0
K	211.8	204.0
L	209.5	203.5
M	212.0	203.5
N	213.8	203.5
P	213.7	203.5

ELEV STATION	EXISTING ELEVATION	PROPOSED ELEVATION
R	214.4	203.5
S	209.9	203.5
T	207.2	203.5
V	206.0	207.4
W	208.7	208.5
X	208.1	210.0
Y	210.6	212.0
Z	209.3	212.0
AA	209.0	212.0
BB	208.5	212.0
CC	207.2	212.0
DD	209.8	213.0
EE	211.0	213.0
FF	213.0	213.0

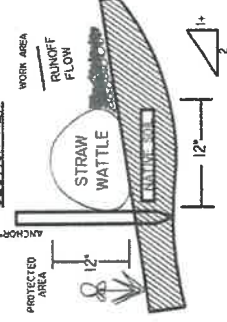
ELEV STATION	EXISTING ELEVATION	PROPOSED ELEVATION
GG	213.4	213.0
HH	213.7	213.0
IJ	214.2	213.0
KK	215.0	213.0
LL	215.2	213.0
MM	215.5	213.0
NN	215.7	213.0
PP	216.1	213.0
RR	216.5	213.0
SS	216.4	213.0
TT	216.5	213.0
VV	217.0	213.0

EXISTING
GRADE PLANE = 8522.9 / 40 = 213.07
TOC TO GRADE = 214.00 - 213.07 = 0.93
ALLOWABLE BUILDING = 35.00 - 0.93 = 34.07
PROPOSED
GRADE PLANE = 8438.1 / 40 = 210.95
TOC TO GRADE = 214.00 - 210.95 = 3.05
ALLOWABLE BUILDING = 35.00 - 3.05 = 31.95

BASED UPON COMPARATIVE ANALYSIS THE
PROPOSED GRADE PLANE PROVIDES MORE
RESTRICTIVE ENVIRONMENT FOR THE BUILDING
HEIGHT THE MAXIMUM ALLOWABLE STRUCTURE
ABOVE THE TOP OF CONCRETE IS 31.95 FEET.

THE PROPOSED STRUCTURE FROM TOP OF
CONCRETE TO RIDGE IS 31.95 FEET.
MAKING THE PROPOSED HEIGHT 35.00 FEET
FROM THE PROPOSED GRADE PLANE.

STRAW WATTLE
SECTION VIEW



CERTIFIED PLOT PLAN
SHOWING GRADE PLANES
47 SCOTT ROAD
NEEDHAM, MASS.

Field Resources, Inc.
LAND SURVEYORS

JUNE 8, 2022
P.O. BOX 324
AUBURN, MA
508 832 4332
fieldresources@hotmail.com
SCALE 1"=40'
281 CHESTNUT ST.
NEEDHAM, MA.
781 444 5936

JOB NO. 031-22

INFILTRATION SYSTEM DETAILS

NOT TO SCALE



REVISED:

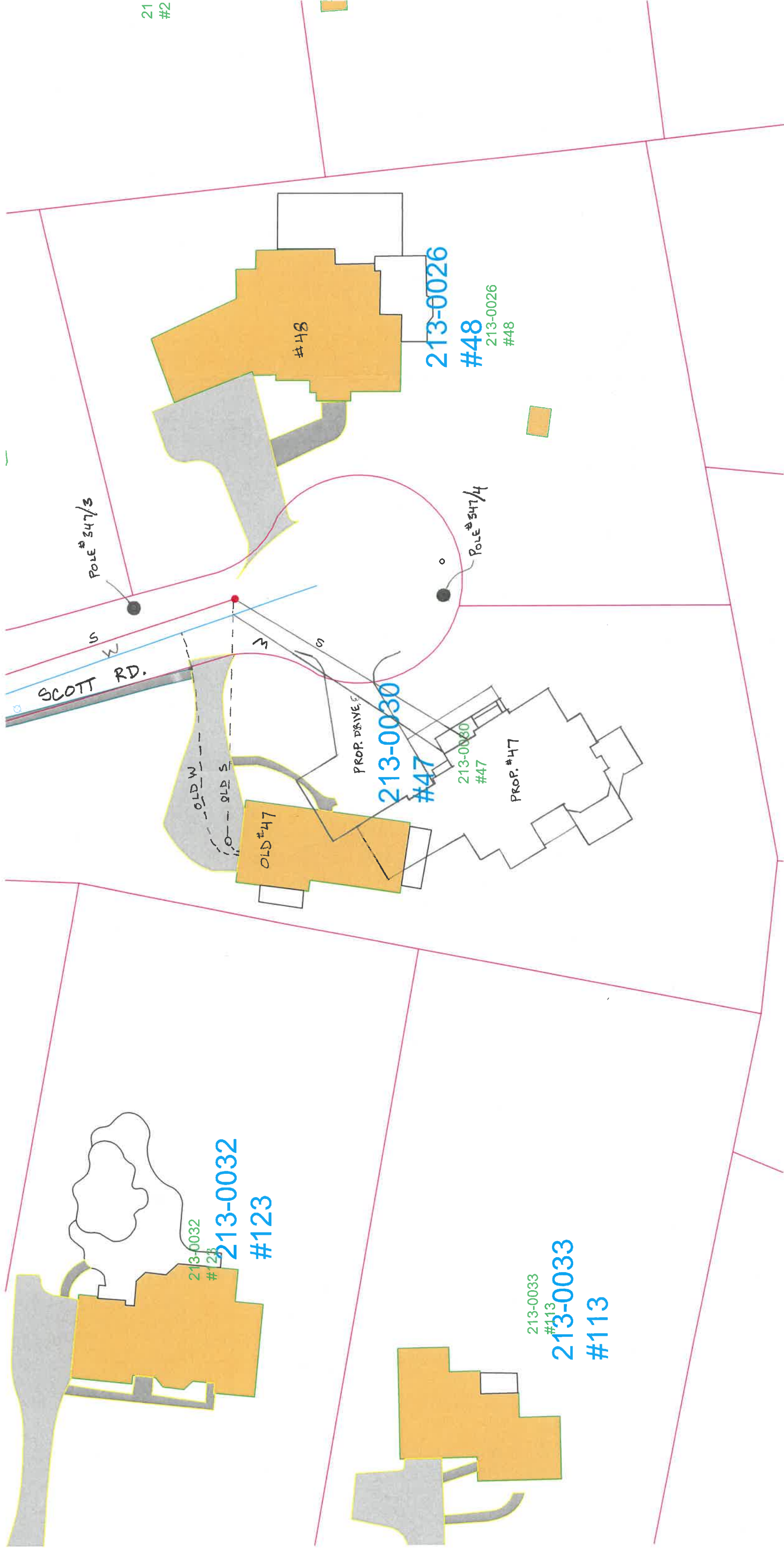
ZONING INFORMATION: SINGLE RESIDENCE A (SRA)	
REQUIRED	PROPOSED
MINIMUM LOT AREA	43,560 SF
MINIMUM LOT FRONTAGE	150 FEET
MINIMUM FRONT SETBACK	30.6 FEET
MINIMUM SIDE YARD	25 FEET*
MINIMUM REAR YARD	15 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM BUILDING HEIGHT	2 1/2 STORIES

PROPOSED BUILDING FOOTPRINT = 4,593 SF

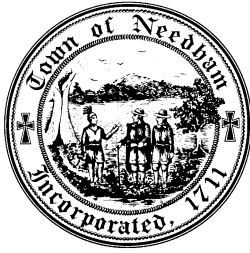
(4,593 S.F. X 1") / 12 = 382.75 Cu. Ft.

MITIGATED WITH 8 CULTREC CONTRACTOR 150 HDXL
RECHARGER DRYWELL CHAMBERS (OR SUITABLE REPLACEMENT)
CAPACITY OF 53.79 CU FT EACH.(11 x 4.89 CU FT)
RECHARGE WILL MITIGATE COMPLETELY FOR A 1" STORM FOR
THE PROPOSED FOOTPRINT
SEE DRYWELL DETAIL FOR SPECIFICATIONS
AND PLAN FOR LOCATIONS. LOCATIONS AS SHOWN.

031-22







NOTICE

To the Record

You are hereby notified that a public hearing will be held **at 6:00 p.m. on February 28 , 2023 via Zoom and in person at Town Hall, 1471 Highland Avenue, Needham, MA 02492** upon petition of Eversource Energy dated **February 15, 2023** to install approximately 31 feet of conduit in Scott Road. This work is necessary to provide electric service to 47 Scott Road, Needham, MA.

A public hearing is required, and abutters should be notified.

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

Marianne B. Cooley
Marcus A. Nelson
Kevin Keane
Matthew D. Borrelli
Heidi Frail

SELECT BOARD

You are invited to a Zoom webinar;
<https://us02web.zoom.us/j/86313544137?pwd=UU1xXkd1VWY3bDgvR1hiTmo0TkpsQT09>
Passcode: 059680
Webinar ID: 863 1354 4137

Dated: February 21,2023

47 SCOTT ROAD

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/213.0-0025-0000.0	ENGLANDER, EDWARD S. TR.	32 SCOTT ROAD REALTY TRUST	32 SCOTT RD	NEEDHAM	MA	02492-
199/213.0-0026-0000.0	MORRIS, SEAN &	MORRIS, MARINA	48 SCOTT RD	NEEDHAM	MA	02492-
199/213.0-0029-0000.0	DUFORT, JAMES R.&		353 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0030-0000.0	POWERS, SALLY B		29 SMITH ST	NEEDHAM	MA	02492-
199/213.0-0032-0000.0	KORNGOLD, ADAM M. &	KORNGOLD, ELIZABETH K	123 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0028-0000.0	KILLEEN, KEVIN P. &	KILLEEN, TARA L	339 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0031-0000.0	WALDMAN, WENDY L &	WALDMAN, DAVID L	141 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0027-0000.0	KELLER, STANLEY &	KELLER, SANDRA F	325 COUNTRY WAY	NEEDHAM	MA	02492-
199/213.0-0024-0000.0	WEINSTEIN, DENISA		24 SCOTT RD	NEEDHAM	MA	02492-
199/213.0-0033-0000.0	GRAFFMAN, JENNIFER L. & PETER A. TRS.	THE JENNIFER L GRAFFMAN TRUST	4839 WEST BLVD	NAPLES	FL	34103-
199/213.0-0035-0000.0	SOLIA ALEXANDER, MARC &	SOLIA ALEXANDER, ALEXANDRA ANN	371 COUNTRY WAY	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.....*Michael*.....

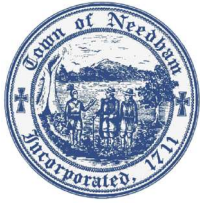


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 2/28/2023

Agenda Item	Public Hearing: ABCC Amendment Application for Change of Ownership Interest – Innovative Distributing Concepts, LLC d/b/a Bin Ends
Presenter(s)	John Hafferty, Applicant

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Innovative Distributing Concepts, LLC d/b/a Bin Ends, 65 Crawford Street, has submitted two applications for Change of Ownership Interest. The first application is for transfer of ownership interest from a deceased LLC Member to their surviving spouse, pursuant to the deceased's will. The second application is the sale of said ownership interest from the surviving spouse to an existing LLC Member. Both applications may be voted on together under one Licensing Authority Certification. The requisite filing materials appear to be in order.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Suggested Motion: <i>Move that the Select Board, as Liquor Licensing Authority, approve both applications for a Change of Ownership Interest for Innovative Distributing Concepts, LLC d/b/a Bin Ends, 65 Crawford Street and to forward these applications to the ABCC for approval.</i>	
3.	BACK UP INFORMATION ATTACHED
1. Amendment Application # 2. Corporate Vote #1 3. Corporate Documents #1 4. Business Documents #1 5. Amendment Application #2 6. Corporate Vote #2 7. Corporate Documents #2 8. Business Documents #2	



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

9. Sale Agreement and Promissory Note #2 (Second Application Only)
10. Legal Advertisement

All other documents related to these transactions are on file in the Office of the Town Manager.



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

APPLICATION FOR AMENDMENT

-Change of Officers, Stock or Ownership Interest

☐ **Change of Officers/ Directors/LLC Managers** ☐ **Change of Stock Interest**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- 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

(e.g. New Stockholders or Transfer or Issuance of Stock)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☒ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- Payment Receipt
- Monetary Transmittal
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Non-Profit Club Change of Officers/ Directors**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents -**Articles of Organization** from the Secretary of the Commonwealth

☐ **Management Agreement**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of Entity
- Management Agreement

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Innovative Distributing Concepts, LLC	Needham	00036-PK-0770

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

A member of the LLC, Charles Jakaitis, passed away. His 3.51% interest in the LLC is being transferred to his wife, Catherine S. Jakaitis, pursuant to his will.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Gregory P. Hillier	Attorney		

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. 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
See attached.			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		☐ Yes ☐ No	☐ Yes ☐ No

Additional pages attached? ☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

Name	Residential Address	SSN	DOB	Title / Position	% Owned	US Citizen	MA Resident
John C. Hafferty				LLC Manager & Member	24.05%		
John and Robert M. Hafferty				LLC Member	24.05%		
John C. and Cara Hafferty				LLC Member	1.00%		
Ann McCarthy				LLC Member	14.04%		
Charles and Lynn Giachetto				LLC Member	7.02%		
Rita Investments, LLC				LLC Member	7.02%		
Catherine S. Jakaitis	1897 Palmetto Isle Drive Mount Pleasant, SC 29466			LLC Member	3.51%	Yes	No
Bruce A. Field				LLC Member	3.51%		
Cody Family Living Trust				LLC Member	7.02%		
Roberta M. Hafferty				LLC Member	7.02%		
Stephanie Whelan				LLC Member	1.76%		

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Name of Principal	Title/Position	Percentage of Ownership
See attached		
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, 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
Innovative Distributing Concepts, LLC	Retail	All alcoholic beverages	Braintree

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A			

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled?

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

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

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Name	Title / Position	Percentage of Ownership
John C. Hafferty	LLC Manager & Member	24.05%
John and Robert M. Hafferty	LLC Member	24.05%
John C. and Cara Hafferty	LLC Member	1.00%
Ann McCarthy	LLC Member	14.04%
Charles and Lynn Giachetto	LLC Member	7.02%
Rita Investments, LLC	LLC Member	7.02%
Charles Jakaitis	LLC Member	3.51%
Bruce A. Field	LLC Member	3.51%
Cody Family Living Trust	LLC Member	7.02%
Roberta M. Hafferty	LLC Member	7.02%

7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. 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):"

Associated Cost(s):

None.

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
N/A	
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

There is no purchase price as the LLC interest is being transferred by will.

APPLICANT'S STATEMENT

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

of Innovative Distributing Concepts LLC
Name of the Entity/Corporation

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

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

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

Signature:



Date:

12/9/22

Title:

Manager

ENTITY VOTE

The Board of Directors or LLC Managers of

Innovative Distributing Concepts, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

August 26, 2022

Date of Meeting

For the following transactions (Check all that apply):

- ☐ Change of Officers/Directors/LLC Manager
- ☒ Change of Ownership Interest (LLC Members, LLP Partners, Trustees)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Management/Operating Agreement
- ☐ Other

"VOTED: To authorize

John Hafferty

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."

A true copy attest,


Corporate Officer / LLC Manager Signature

John Hafferty, Manager

(Print Name)

~~For Corporations ONLY~~

~~A true copy attest,~~

~~Corporation Clerk's Signature~~

~~(Print Name)~~



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth
 One Ashburton Place, Boston, Massachusetts 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 000959933 (must be 9 digits)

1. The exact name of the limited liability company is: INNOVATIVE DISTRIBUTING CONCEPTS, LLC

2a. Location of its principal office:

No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

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

TO OWN AND OPERATE RETAIL AND/OR WHOLESALE MALT, WINE AND LIQUOR STORES AND TO CARRY ON ANY OTHER LAWFUL BUSINESS, TRADE, PURPOSE OR ACTIVITY.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOHN HAFFERTY
 No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

6. The name and business address of each manager:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	CRAIG DROLLETT	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA
MANAGER	JOHN HAFFERTY	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOHN HAFFERTY	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA
REAL PROPERTY	CRAIG DROLLETT	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA

9. Any additional matters the authorized persons determine to include therein:

SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of September, 2007,
JOHN HAFFERTY

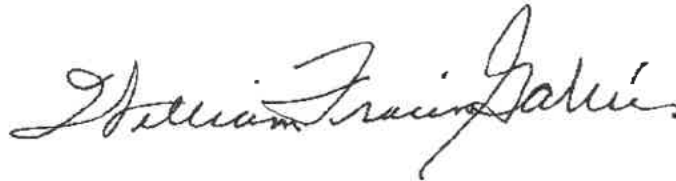
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

September 07, 2007 9:45 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

APPLICATION FOR AMENDMENT

-Change of Officers, Stock or Ownership Interest

☐ **Change of Officers/ Directors/LLC Managers** ☐ **Change of Stock Interest**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- 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

(e.g. New Stockholders or Transfer or Issuance of Stock)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☒ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- Payment Receipt
- Monetary Transmittal
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Non-Profit Club Change of Officers/ Directors**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents - **Articles of**

☐ **Management Agreement**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of Entity
- Management Agreement

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

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Innovative Distributing Concepts, LLC

Needham

00036-PK-0770

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

A member of the LLC, Catherine S. Jakaitis, is transferring her 3.51% interest in the LLC to Cara Hafferty, who is an existing member.

APPLICATION CONTACT

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

Name Title Email Phone

Gregory P. Hillier Attorney [REDACTED] [REDACTED]

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. 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
See attached.			

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached? ☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

Name	Residential Address	SSN	DOB	Title / Position	% Owned	US Citizen	MA Resident
John C. Hafferty				LLC Manager & Member	24.05%		
John and Robert M. Hafferty				LLC Member	24.05%		
John C. and Cara Hafferty				LLC Member	1.00%		
Ann McCarthy				LLC Member	14.04%		
Charles and Lynn Giachetto				LLC Member	7.02%		
Rita Investments, LLC				LLC Member	7.02%		
Cara Hafferty	118 Commercial Street Braintree, MA 02184			LLC Member	3.51%	Yes	Yes
Bruce A. Field				LLC Member	3.51%		
Cody Family Living Trust				LLC Member	7.02%		
Roberta M. Hafferty				LLC Member	7.02%		
Stephanie Whelan				LLC Member	1.76%		

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Name of Principal	Title/Position	Percentage of Ownership
See attached		
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, 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
Innovative Distributing Concepts, LLC	Retail	All alcoholic beverages	Braintree

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A			

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled?

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

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

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Name	Title / Position	Percentage of Ownership
John C. Hafferty	LLC Manager & Member	24.05%
John and Robert M. Hafferty	LLC Member	24.05%
John C. and Cara Hafferty	LLC Member	1.00%
Ann McCarthy	LLC Member	14.04%
Charles and Lynn Giachetto	LLC Member	7.02%
Rita Investments, LLC	LLC Member	7.02%
Catherine S. Jakaitis	LLC Member	3.51%
Bruce A. Field	LLC Member	3.51%
Cody Family Living Trust	LLC Member	7.02%
Roberta M. Hafferty	LLC Member	7.02%

7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. 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):"

Associated Cost(s):

The purchase price of LLC interest is \$25,000

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
N/A	
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Catherine S. Jakaitis	\$25,000	Promissory Note	☐ 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 \$25,000 purchase price is being paid in the form of a Promissory Note, a copy of which is enclosed.

APPLICANT'S STATEMENT

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

of Innovative Distributing Concepts LLC
Name of the Entity/Corporation

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

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

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

Signature:



Date:

12/9/22

Title:

Manager

ENTITY VOTE

The Board of Directors or LLC Managers of

Innovative Distributing Concepts, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Needham

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

August 26, 2022

Date of Meeting

For the following transactions (Check all that apply):

- ☐ Change of Officers/Directors/LLC Manager
- ☒ Change of Ownership Interest (LLC Members, LLP Partners, Trustees)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Management/Operating Agreement
- ☐ Other

"VOTED: To authorize

John Hafferty

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."

A true copy attest,


Corporate Officer / LLC Manager Signature

John Hafferty, Manager

(Print Name)

~~For Corporations ONLY~~

~~A true copy attest,~~

~~Corporation Clerk's Signature~~

~~(Print Name)~~



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth
 One Ashburton Place, Boston, Massachusetts 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 000959933 (must be 9 digits)1. The exact name of the limited liability company is: INNOVATIVE DISTRIBUTING CONCEPTS, LLC**2a. Location of its principal office:**

No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

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

TO OWN AND OPERATE RETAIL AND/OR WHOLESALE MALT, WINE AND LIQUOR STORES AND
TO CARRY ON ANY OTHER LAWFUL BUSINESS, TRADE, PURPOSE OR ACTIVITY.

4. The latest date of dissolution, if specified:**5. Name and address of the Resident Agent:**

Name: JOHN HAFFERTY
 No. and Street: 118 COMMERCIAL STREET
 City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

6. The name and business address of each manager:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	CRAIG DROLLETT	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA
MANAGER	JOHN HAFFERTY	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOHN HAFFERTY	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA
REAL PROPERTY	CRAIG DROLLETT	118 COMMERCIAL STREET BRAINTREE, MA 02184 USA

9. Any additional matters the authorized persons determine to include therein:

SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of September, 2007,
JOHN HAFFERTY

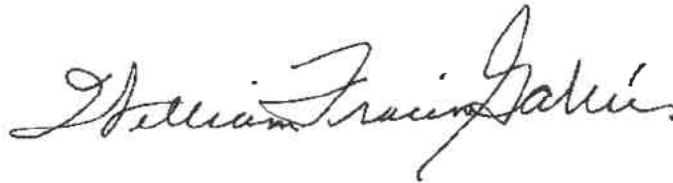
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

September 07, 2007 9:45 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (the “**Agreement**”) is made effective as of December 14, 2022 (the “**Effective Date**”) by and among Cara Hafferty (the “**Buyer**”) and Catherine Jakaitis (the “**Seller**”) (each, a “**Party**” and, collectively, the “**Parties**”).

A. Seller is presently the owner of 6.8% Class B Membership Interest (the “**Membership Interest**”) in Innovative Distributing Concepts, LLC, a Massachusetts limited liability company (the “**Company**”).

B. Seller wants to sell to Buyer, and Buyer wants to purchase from Seller, all of the Membership Interest, as more fully described and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals; Prior Agreements. The above recitals are incorporated into this paragraph as if expressly restated herein. Any and all previous agreements between or among any of the Parties relating to the disposition of the Membership Interest are hereby terminated.

2. Purchase and Sale. Subject to the terms and conditions set forth herein, in consideration of the Purchase Price (as defined below), at the Closing (as defined below), Seller shall sell, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title, and interest in and to the Membership Interest, free and clear of any pledge, lien, charge, security interest, mortgage, claim, or other encumbrance (each, an “**Encumbrance**”).

3. Purchase Price. The aggregate purchase price for the Membership Interest is Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars (the “**Purchase Price**”).

4. Closing. The closing of the transactions contemplated by this Agreement shall be automatically effective at 11:59 P.M., local time, on the day that the Parties receive written approval from the Massachusetts Alcoholic Beverages Control Commission, Town of Braintree, and Town of Needham for the same (the “**Closing**” and the date on which the Closing takes place, the “**Closing Date**”).

5. Closing Deliverables.

(a) Seller’s Deliverables. At the Closing, Seller shall deliver to Buyer a transfer of the Membership Interest in the form attached hereto as **Exhibit A**, duly executed by Seller, effectively vesting title to the Membership Interest in Buyer.

(b) Buyer’s Deliverables. At the Closing, Buyer shall deliver to Seller the Purchase Price in the form of the Promissory Note attached hereto as **Exhibit B**, duly executed by Buyer.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following statements are true and correct as of the Effective Date:

(a) Seller has full power and authority to enter into this Agreement and the documents to be delivered by Seller hereunder, to carry out Seller's obligations hereunder, and to consummate the transactions contemplated hereby.

(b) This Agreement and the documents to be delivered by Seller hereunder have been duly executed and delivered by Seller and (assuming due authorization, execution, and delivery by Buyer of this Agreement) constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

(c) The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered by Seller hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Seller; or (ii) conflict with or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under any contract, oral or written, or other instrument to which Seller is a party or otherwise bound.

(d) Seller has no knowledge of any pending or threatened claim, action, suit, proceeding, or governmental investigation affecting Seller's ability to perform Seller's obligations hereunder.

(e) Seller is the sole owner of the Membership Interest, has good and valid title to the Membership Interest, free and clear of all Encumbrances, and can legally convey the Membership Interest.

(f) Seller has had sufficient opportunity to consult with and receive the advice of independent legal and tax counsel and/or financial and tax advisors concerning all portions of this Agreement. By executing this Agreement, Seller acknowledges that Seller understands all of the terms herein and has signed the same as Seller's voluntary act.

7. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following statements are true and correct as of the Effective Date:

(a) Buyer has full power and authority to enter into this Agreement and the documents to be delivered by Buyer hereunder, to carry out Buyer's obligations hereunder, and to consummate the transactions contemplated hereby.

(b) This Agreement and the documents to be delivered by Buyer hereunder have been duly executed and delivered by Buyer and (assuming due authorization, execution, and delivery by Seller of this Agreement) constitute legal, valid, and binding obligations of Buyer,

enforceable against Buyer in accordance with their respective terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

(c) The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered by Buyer hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Buyer; or (ii) conflict with or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under any contract, oral or written, or other instrument to which Buyer is a party or otherwise bound.

(d) Buyer has no knowledge of any pending or threatened claim, action, suit, proceeding, or governmental investigation affecting Buyer's ability to perform Buyer's obligations hereunder.

(e) Buyer has had sufficient opportunity to consult with and receive the advice of independent legal and tax counsel and/or financial and tax advisors concerning all portions of this Agreement. By executing this Agreement, Buyer acknowledges that Buyer understands all of the terms herein and has signed the same as Buyer's voluntary act.

8. Conditions to Closing. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of each Party contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Each Party shall have duly performed and complied in all respects with all agreements, covenants, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing.

9. Indemnification.

(a) Seller's Indemnification. Seller shall defend, indemnify, and hold harmless the Company, its affiliates, and their respective shareholders, directors, officers, and employees from and against: (i) all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Agreement (collectively, "**Losses**"), arising from or relating to any material inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement; (ii) any Losses arising from or relating to any material breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement; or (iii) any Losses arising from or relating to Seller's ownership of the Membership Interest prior to the Closing Date.

(b) Buyer's Indemnification. Buyer shall defend, indemnify, and hold harmless Seller from and against: (i) all Losses arising from or relating to any material inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement; (ii) any Losses arising from or relating to any material breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement; or (iii) any Losses arising from or relating to Buyer's ownership of the Membership Interest following the Closing Date.

(c) Indemnification Procedures. The Party making a claim under this Section 9 is referred to as the "**Indemnified Party**" and the Party against whom a claim is asserted is referred to as the "**Indemnifying Party**." Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. The failure to give prompt notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim, action, suit, proceeding, or governmental investigation (each, an "**Action**") by a person or entity that is not a Party, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with its counsel. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense, subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action. Neither Party shall settle any such Action without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The rights and remedies provided in this Section 9 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

10. Further Assurances. Prior to or after the Closing, each of the Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

11. Expenses. All costs and expenses, including, without limitation, fees of attorneys, financial advisors, and accountants, incurred in connection with this Agreement and the transaction contemplated herein shall be paid by the Party incurring such costs and expenses.

12. Notices.

(a) For a notice or other communication under this Agreement to be valid, it must be in writing and sent: (i) by hand; (ii) by a national delivery service (with all fees prepaid); (iii) by registered or certified mail, return receipt requested and postage prepaid; or (iv) by email, provided that such notice or other communication is also sent via one of the prior methods, to the following addresses, or at such other address for a Party as specified in a notice in accordance with this section:

To Buyer Cara Hafferty
 236 Wood Road
 Braintree, MA 02184

To Seller: Catherine Jakaitis
 1897 Palmetto Isle Drive
 Mount Pleasant, SC 29466

(b) A valid notice or other communication under this Agreement will be effective when received by the Party to which it is addressed. It will be deemed to have been received as follows: (i) if it is delivered by hand, national delivery service (with all fees prepaid), or registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; (ii) if it is delivered by email (with confirmation of transmission), on the date sent if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; (iii) if the Party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change of address for which no notice was given, then upon that rejection, refusal, or inability to deliver. If a notice or other recommunication addressed to a party is received after 5:00 PM on a business day at the location specified in the address for that party, or on a date that is not a business day, then the notice will be deemed received at 9:00 AM on the next business day.

13. Severability. If for any reason one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon determination that any provision is invalid, illegal, or unenforceable, the court or other tribunal making that determination is authorized and instructed to modify this Agreement so as to accomplish the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the entire agreement between the Parties with respect to the matters contained herein and supersedes and replaces all prior and contemporaneous agreements, understandings, and memoranda, whether written or oral. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, and legal representatives. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. If the Parties sign this Agreement in multiple counterparts, each will be deemed an original, but all counterparts together will constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule.

16. Representation of Company. The parties acknowledge that they have been informed by Schlossberg, LLC (“**Schlossberg**”), counsel to the Company, that Schlossberg is acting solely as counsel to the Company and does not represent Seller, Buyer, or any particular shareholder of the Company in this or any other transaction and is not acting in the interest of Seller or Buyer. The parties further acknowledge and agree that Schlossberg has been retained solely to document this Agreement as instructed by the parties and not to negotiate the terms of the Agreement on behalf of any party. Seller and Buyer further acknowledges that they have been advised by Schlossberg to seek independent counsel in this transaction.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Membership Interest Purchase Agreement under seal as of the Effective Date.

SELLER:

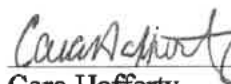
DocuSigned by:



1E841C598C61472

Catherine Jakaitis

BUYER:



Cara Hafferty

EXHIBIT A
Form of Transfer of Membership Interest

Attached.

INNOVATIVE DISTRIBUTING CONCEPTS, LLC

Transfer of Membership Interest

I, Catherine Jakaitis, holder of 6.8% Class B Membership Interest in Innovative Distributing Concepts, LLC, a Massachusetts limited liability company, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby transfer said Membership Interest to Cara Hafferty.

Executed this _____ day of _____, 2022.

Catherine Jakaitis

EXHIBIT B
Form of Promissory Note

Attached.

PROMISSORY NOTE

\$25,000.00

[DATE]

FOR VALUE RECEIVED, Cara Hafferty (the “**Borrower**”) hereby unconditionally promises to pay to the order of Catherine S. Jakaitis (the “**Lender**”) the principal amount of \$25,000.00 (the “**Loan**”), together with all accrued interest thereon, as provided in this Promissory Note (this “**Note**”).

1. Payment Dates. The Loan shall be payable in thirty-five (35) equal consecutive monthly installments of \$694.44 beginning on [FIRST PAYMENT DATE] and every month thereafter until [MATURITY DATE]. On [MATURITY DATE], all amounts outstanding under this Note, including principal, accrued and unpaid interest, and any unpaid fees, shall be due and payable.

2. Prepayment. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

3. Interest.

(a) Interest Rate. Except as provided in Section 2(b), principal amounts outstanding under this Note shall bear interest at a rate per annum equal to 0% (the “**Interest Rate**”).

(b) Default Interest. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus ten (10%) percent (the “**Default Rate**”).

(c) Computation of Interest. All computations of interest hereunder shall be made on the basis of a year of 365/366 days, as the case may be, and the actual number of days elapsed. Interest shall begin to accrue on the Loan on the date of this Note. On any portion of the Loan that is repaid, interest shall not accrue on the date on which such payment is made.

(d) Interest Rate Limitation. If at any time the interest rate payable on the Loan shall exceed the maximum rate of interest permitted under applicable law, such interest rate shall be reduced automatically to the maximum rate permitted.

4. Payment Mechanics.

(a) Application of Payments. All payments shall be applied, *first*, to fees or charges outstanding under this Note, *second*, to accrued interest, and, *third*, to principal outstanding under this Note.

(b) Business Day. Whenever any payment hereunder is due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and interest shall be calculated to include such extension. “**Business Day**” means a day other than Saturday, Sunday, or other day on which commercial banks in Boston, Massachusetts, are authorized or required by law to close.

5. Events of Default. The occurrence and continuance of any of the following shall constitute an “**Event of Default**” hereunder:

(a) Failure to Pay. The Borrower fails to pay any amount due hereunder within ten (10) days after such amount is due.

(b) Bankruptcy; Insolvency.

(i) The Borrower institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors.

(ii) An involuntary case is commenced seeking the liquidation or reorganization of the Borrower under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty (60) days of its filing.

(iii) The Borrower makes a general assignment for the benefit of its creditors.

(iv) The Borrower is unable, or admits in writing its inability, to pay its debts as they become due.

(v) A case is commenced against the Borrower or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing.

(c) Death. The death of Borrower.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Lender may, at its option, by written notice to the Borrower declare the outstanding principal amount of the Loan, accrued and unpaid interest thereon, and all other amounts payable hereunder immediately due and payable.

7. Expenses. The Borrower shall reimburse the Lender on demand for all reasonable and documented out-of-pocket costs, expenses, and fees, including the reasonable fees and expenses of counsel, incurred by the Lender in connection with the negotiation, documentation, and execution of this Note and the enforcement of the Lender’s rights hereunder.

8. Notices. All notices and other communications hereunder (“**Notices**”) shall be in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in

each case, return receipt requested, postage pre-paid). A Notice is effective only: (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. Notices shall be sent to the following addresses, or to such other address as such party shall specify in writing pursuant to this Section:

- (a) If to the Borrower:
Cara Hafferty
236 Wood Road
Braintree, MA 02184
- (b) If to the Lender:
Catherine Jakaitis
1897 Palmetto Isle Drive
Mount Pleasant, SC 29466

9. Governing Law. This Note and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Note and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any legal suit, action, or proceeding arising out of or based upon this Note shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in the City of Boston and County of Suffolk, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. Integration. This Note constitutes the entire contract between the Borrower and the Lender with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

11. Amendments and Waivers. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Lender. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

12. No Waiver; Cumulative Remedies. No failure by the Lender to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

13. Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or render such term or provision invalid or unenforceable in any other jurisdiction.

14. Counterparts. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (“pdf” or “tif”) format shall be as effective as delivery of a manually executed counterpart of this Note.

[Signature page to follow]

IN WITNESS WHEREOF, the Borrower has executed this Note under seal as of the date first written above.

BORROWER:

Cara Hafferty

**ACKNOWLEDGED AND ACCEPTED
BY LENDER:**

Catherine S. Jakaitis



COUNSELLORS AT LAW

Scott I. Wolf *
Michael T. O'Neil **
Brett A. Kaufman
Lauren D. Elco
Tiffany L. Stichel

Lisa Treiber
Gregory P. Hillier
Shatilla Shera B. Cairns
Kathryn E. Martin **
James G. Gromann ‡
Jordan A. Walsh
Brian T. Moroney

OF COUNSEL
Jeffrey M. Schlossberg

IN MEMORIAM
George W. Skogstrom, Jr.
(1963-2022)
Hon. Lewis L. Whitman
(1934-2021)

*also admitted in Florida
**also admitted in Rhode Island
‡also admitted in New York

January 10, 2023

Sent via Email
Town of Needham
Town Hall
1471 Highland Avenue
Needham, MA 02492

RE: *Alcoholic Beverages Retail License No. 00036-PK-0770*
Innovative Distributing Concepts, LLC d/b/a Bin Ends
Changes of Ownership Interest

Dear Sir/Madam:

In connection with the above-referenced applications, please let this letter confirm that the Transfer of Membership Interest and Promissory Note attached as Exhibits A and B, respectively, to the Membership Interest Purchase Agreement dated December 14, 2022 by and between Cara Hafferty and Catherine Jakaitis, will be executed when the Massachusetts Alcoholic Beverages Control Commission, Town of Braintree, and Town of Needham have approved the change of ownership.

Please contact us if you have any questions or concerns.

Sincerely,
Schlossberg, LLC

A handwritten signature in blue ink, appearing to read 'GPH', is written over the printed name of Gregory P. Hillier.

Gregory P. Hillier

U035001

35 Braintree Hill Park
Suite 401
Braintree, MA 02184
Tel: 781.848.5028
Fax: 781.848.5096

189 Wells Avenue
Suite 303
Newton MA, 02459

schlossbergllc.com
email@schlossbergllc.com

LEGAL NOTICE



Town of Needham

Application for Change of Officers and Change in Stock Interest for an All-Alcohol License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, Innovative Distributing Concepts, LLC, d/b/a Bin Ends, John Hafferty, Manager, has applied for a Change of Corporate Officers and Change in Stock Interest.

IT IS ORDERED that a public hearing be held for said application on February 28, 2023 at 6:00 p.m. 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.

Zoom Information: <https://us02web.zoom.us/j/86313544137?pwd=UU1xXkd1VWY3bDgvR1hiTmo0TkpsQT09>

Passcode: 059680 Webinar ID: 863 1354 4137

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

Select Board

Licensing Board for the Town of Needham

2x4 Town of Needham - Bin Ends 1-26-23

(1-26-23 HTW)

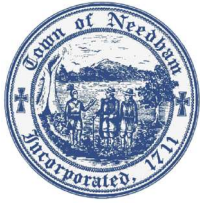


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 2/28/2023

Agenda Item	Public Hearing (Continued): Outdoor Dining License – Henry Hospitality Inc d/b/a The James
Presenter(s)	Stuart Henry, Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Henry Hospitality Inc d/b/a The James, located at 1027 Great Plain Avenue, is seeking to establish an outdoor dining space on four spaces in the municipal parking lot to the rear of the establishment. The applicant has used the requested area since 2020 in a similar arrangement to the proposal in accordance with state emergency orders and local rules in the context of the COVID-19 pandemic. The applicant is requesting year-round use of the space. The Select Board is authorized to grant outdoor seating earlier than April 1st and later than November 30th after consideration is given to snow removal, construction, or other needs of the Town. The applicant has also applied to the Select Board for an Alteration of Premises for their liquor license. A legal notice was advertised in the Hometown Weekly on February 2, 2023 and abutters were notified. All supporting documentation appears to be in order. This hearing is continued from the Select Board's meeting on February 14, 2023.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> <i>That the Board vote to approve an Outdoor Dining license for Henry Hospitality Inc d/b/a The James, modified to allow for outdoor dining from 1 January to 31 December 2023.</i>	
3.	BACK UP INFORMATION ATTACHED
a. Outdoor Dining Application b. Floorplan c. Legal Notice d. Select Board Policy	



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

e. Zoning By-law

RECEIVED TOWN CLERK
NEEDHAM, MA 02492

2022 DEC 16 AM 8:21

TOWN OF NEEDHAM
MASSACHUSETTS



500 Dedham Avenue
Needham, MA 02492
781-455-7550

2022 DEC 17 PM 4:50

PLANNING BOARD

APPLICATION FOR SITE PLAN REVIEW

Project Determination: (circle one) Major Project ^{Amendment} Minor Project

This application must be completed, signed, and submitted with the filing fee by the applicant or his representative in accordance with the Planning Board's Rules as adopted under its jurisdiction as a Special Permit Granting Authority. Section 7.4 of the By-Laws.

Location of Property 1027 Great Plain Ave Needham MA 02492
Name of Applicant Stuart Henry (The James)
Applicant's Address 18 Cliftondale ST, Roslindale MA 02131
Phone Number 8578917928

Applicant is: Owner _____ Tenant X
Agent/Attorney _____ Purchaser _____

Property Owner's Name Triantos Thomas
Property Owner's Address 198 Curve St, Dedham MA 02026
Telephone Number 7813295894

Characteristics of Property: Lot Area 14800 Present Use RESTAURANT
Map # 51 Parcel # 11 Zoning District CENTER BUSINESS

Description of Project for Site Plan Review under Section 7.4 of the Zoning By-Law:

REQUESTING AN AMENDMENT TO ADD 69 OUTDOOR SEATS. WE WOULD BE USING PUBLIC PARKING SPACES

Signature of Applicant (or representative)

Address if not applicant

Telephone #

Owner's permission if other than applicant

Stuart Henry OWNER - THE JAMES HENRY HOSPITALITY INC

Triantos Thomas



© 2022 SCOTT MELCHING LLC | ALL RIGHTS RESERVED

TOTAL SEAT COUNT

TOTAL = 125 SEATS

ACCESSIBLE SEATING

69 EXT. SEATS * 5% = 3.5 ACCESSIBLE SEATS REQ'D

6 ACCESSIBLE SEATS ARE PROVIDED.

6 > 3.5 COMPLIANT

PER 10.10 TABLE 1 :
MINIMUM FACILITIES FOR BUILDING OCCUPANCY

- WATER CLOSETS - 1 PER 30 (WOMEN)
- 1 PER 60 (MEN)
- LAVATORY - 1 PER 200

125 OCCUPANTS = 4 WATER CLOSETS & 1 LAVATORY

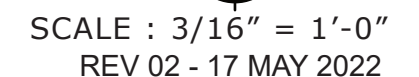
THE JAMES CURRENTLY HAS
- 4 UNISEX RESTROOMS EACH WITH ONE WATER
CLOSET & ONE SINK FOR A TOTAL OF 4 WATER
CLOSETS & 4 LAVATORIES.

- ONE TOILET ROOMS IS FULLY ACCESSIBLE.

4 = 4 REQUIRED WATER CLOSETS

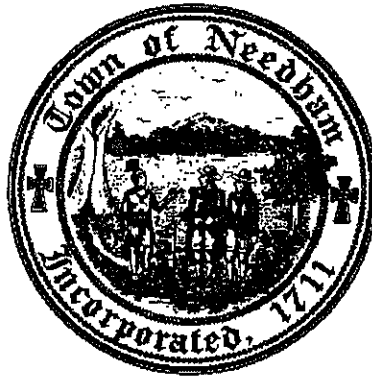
4 > 1 REQUIRED LAVATORIES

 RAISED PLATFORM
COMPOSITE DECKING



TOWN OF NEEDHAM

Office of the Town Clerk

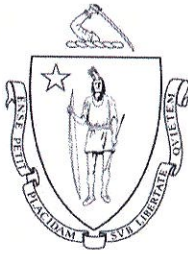


BY-LAWS

Approved By the Attorney General

**Special Town Meeting
October 25, 2021**

February 15, 2022



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

MAURA HEALEY
ATTORNEY GENERAL

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

February 15, 2022

Theodora K. Eaton, Town Clerk
Town of Needham
1471 Highland Avenue
Needham, MA 02492

**Re: Needham Special Town Meeting of October 25, 2021 -- Case # 10411
Warrant Articles # 4 and 5 (Zoning)**

Dear Ms. Eaton:

Articles 4 and 5 - We approve Articles 4 and 5 from the October 25, 2021 Needham Special Town Meeting.

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,

MAURA HEALEY
ATTORNEY GENERAL

Nicole B. Caprioli

By: Nicole B. Caprioli
Assistant Attorney General
Municipal Law Unit
10 Mechanic Street, Suite 301
Worcester, MA 01608
(508) 792-7600 ext. 4418

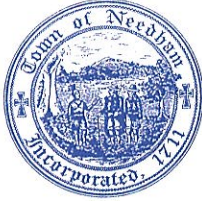
cc: Town Counsel Christopher H. Heep

Received
2022

TOWN CLERK
February 15, 2022

NEEDHAM
5:06 PM

2022 FEB 15 PM 5:06
RECEIVED
TOWN CLERK
NEEDHAM



Theodora K. Eaton, MMC
Town Clerk

TOWN OF NEEDHAM

Office of the Town Clerk

1471 Highland Avenue, Needham, MA 02492-0909

Telephone (781) 455-7500 x216

Fax (781) 449-1246

Email: Teaton@needhamma.gov

AT THE SPECIAL TOWN MEETING

HELD ON MONDAY, OCTOBER 25, 2021

UNDER ARTICLE 4

It was

VOTED: That the Town will vote to amend the Needham Zoning By-Law, as follows:

- a) Amend Section 6.9. Outdoor Seating, Subsection 6.9.1, Applicability, by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter is” before the words “permitted under”; and (iii) adding the word “are” before the words “permitted under”; so that it reads as follows:

“Section 6.9.2 shall apply in any business district in which eat-in restaurants are permitted under Section 3.2.2 of this By-Law.”

- b) Amend the first sentence of Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “is permitted during”; (iii) replacing the words “Section 7.4.4 and 7.4.6” with the words “Sections 7.4.4 and 7.4.6”; and (iv) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

“Seasonal temporary (i.e. April through October) outdoor seating, including but not limited to tables, chairs, serving equipment, planters, and umbrellas, for eat-in restaurants is permitted during normal hours of operation, subject to minor project site plan review with

waiver of all requirements of Sections 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board in the case of (a) below and the Select Board in the case of (b) below, provided that:"

- c) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (a) by deleting the words ", licensed," so that it reads as follows:

"(a) It is within the front yard, rear yard, or side yard of the restaurant's owned or leased property, but only if said yard abuts a public right-of-way, public property, or other public uses, provided that:"

- d) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b) by (i) deleting the words "so long as there remains no less than forty-eight inches (48")", or as otherwise permitted by law, of unencumbered sidewalk width remaining"; (ii) deleting the word "alternatively" before the words "on a public way"; and (iii) adding the word "on" before the words "other public property"; so that it reads as follows:

"(b) It is within the public sidewalk abutting the front, rear, or side yard of the restaurant's owned or leased property or on a public way or on other public property abutting the front, rear, or side yard of the restaurant's owned or leased property, provided that:"

- e) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b)(i) by replacing the words "Board of Selectmen" with the words "Select Board", so that it reads as follows:

"(i) No temporary outdoor restaurant seating shall be permitted, unless the Select Board authorizes the placement of temporary outdoor seating within the public right-of-way, public sidewalks and/or on public property;"

- f) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b)(iii) by replacing the words "Board of Selectmen" with the words "Select Board", so that it reads as follows:

"(iii) A minimum width of forty-eight inches (48")", or as otherwise permitted by law, shall be continuously maintained and unobstructed for the sidewalk or entrance into the principal building, or any other designated sidewalks or pedestrian paths, as shown on the plan provided to the Select Board;"

- g) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b)(iv) by (i) adding the words "shall not be authorized" after the words "Outdoor seating"; (ii) deleting the words "is prohibited" before the words

“in designated or required landscape areas”; and (iii) by adding the words “, or in parking spaces located within a public way, except for good cause, and where the Select Board finds, after holding a public hearing, that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, shall be adequately provided for;” at the end of the subparagraph so that it reads as follows:

“(iv) Outdoor seating shall not be authorized in designated or required landscaped areas, parking lots or drive aisles, or in parking spaces located within a public way, except for good cause, and where the Select Board finds, after holding a public hearing, that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, shall be adequately provided for;”

- h) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, Subparagraph (b) by adding the following sentence at the end of the section:

“The Select Board may authorize seasonal temporary outdoor seating under this Section 6.9.2 (b) earlier than April 1 and later than October 31 of each year.”

- i) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by replacing the words “Board of Selectmen” with the words “Select Board”, in the second paragraph of the section so that it reads as follows:

“Items (a)(i), (a)(iii), (a)(v) and (b)(ii), (b)(iv), and (b)(vi) shall not apply during special town-wide festivals or events during the year as designated by the Select Board.”

- j) Amend Section 6.9. Outdoor Seating, Subsection 6.9.2, Basic Requirements Seasonal Outdoor Seating, by deleting the last paragraph of the section and replacing it with the following paragraph to read as follows:

“Where there is authorization for the placement of seasonal temporary outdoor restaurant seating and where such seating could be interpreted to be an increase in the number of seats serving a restaurant, such seating shall not be counted toward the off-street parking or loading requirements, provided that (1) such seating remains seasonal and temporary; and (2) such seating does not increase capacity by more than thirty percent (30%) unless such increase is authorized by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant, with or without a hearing, as said Special Permit Granting Authority shall determine.”

- k) Amend Section 3.2, Schedule of Use Regulations, Subsection 3.2.1, Uses in Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence, Apartment A-1, Apartment A-2, Apartment A-3, Institutional, Industrial and Industrial 1

Districts, by revising Accessory Uses to replace the term “Seasonal temporary outdoor seating for restaurants serving meals for consumption on the premises and at tables with service provided by waitress or waiter” with the term “Seasonal temporary outdoor seating for eat-in restaurants”.

- l) Amend Section 3.2, Schedule of Use Regulations, Subsection 3.2.2, Uses in Business, Chestnut Street Business, Center Business, Avery Square Business and Hillside Avenue Business Districts, by revising Accessory Uses to replace the term “Seasonal temporary outdoor seating for restaurants serving meals for consumption on the premises and at tables with service provided by waitress or waiter” with the term “Seasonal temporary outdoor seating for eat-in restaurants”.
- m) Amend the second sentence of Section 3.2.4 Uses in the New England Business Center District, Subsection 3.2.4.1 Permitted Uses, paragraph (k) by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “shall be allowed”; and (iii) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

“Further provided, accessory uses for seasonal temporary outdoor seating for eat-in restaurants shall be allowed upon minor project site plan review with waiver of all requirements of Section 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board or Select Board in accordance with Section 6.9.”

- n) Amend the second sentence of Section 3.2.5 Uses in the Highland Commercial-128 District, Subsection 3.2.5.1 Permitted Uses, paragraph (i) by (i) adding the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “shall be allowed”; and (iii) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

“Further provided, accessory uses for seasonal temporary outdoor seating for eat-in restaurants shall be allowed upon minor project site plan review with waiver of all requirements of Section 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board or Select Board in accordance with Section 6.9.”

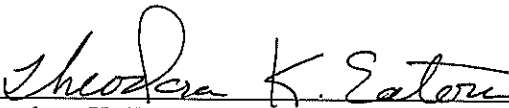
- o) Amend the second sentence of Section 3.2.6 Uses in the Mixed Use-128 District, Subsection 3.2.6.1 Permitted Uses, paragraph (m) by adding (i) the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided by waitress or waiter” before the words “shall be allowed”; and (iii) replacing the words “Board of Selectmen” with the words “Select Board”; so that it reads as follows:

"Further provided, accessory uses for seasonal temporary outdoor seating for eat-in restaurants shall be allowed upon minor project site plan review with waiver of all requirements of Section 7.4.4 and 7.4.6 except as are necessary to demonstrate compliance with Section 6.9 by the Planning Board or Select Board in accordance with Section 6.9."

UNANIMOUS CONSENT

A true copy

ATTEST:


Theodora K. Eaton, MMC, Town Clerk



Theodora K. Eaton, MMC
Town Clerk

TOWN OF NEEDHAM

Office of the Town Clerk

1471 Highland Avenue, Needham, MA 02492-0909

Telephone (781) 455-7500 x216

Fax (781) 449-1246

Email: Teaton@needhamma.gov

AT THE SPECIAL TOWN MEETING

HELD ON MONDAY, OCTOBER 25, 2021

UNDER ARTICLE 5

It was

VOTED: That the Town will vote to amend the Needham Zoning By-Law as follows:

- 1) Amend Section 4.4.4, Front Setback, by replacing in the first sentence of the first paragraph the word "a" with the word "the" and by capitalizing the term "business district" to read as follows (new language underlined):

"In the Business District, there shall be a minimum front setback of ten (10) feet for all lots zoned in the Business District prior to April 14, 1952 and of twenty (20) feet for all lots changed to the Business District thereafter. The setback area shall be kept open and landscaped with grass or other plant materials; such area shall be unpaved except for walks and driveways, as defined in Section 4.4.5. Regulations relative to parking setbacks are governed by Section 5.1."

- 2) Amend Section 4.4.4, Front Setback, by revising the second paragraph to read as follows (new language underlined):

"In the Chestnut Street Business District, there shall be a minimum front setback of ten (10) feet for all buildings except along both sides of Chestnut Street where there shall be a front setback of twenty (20) feet for all buildings. The landscaping treatment for the setback area shall be consistent with the Chestnut Street Landscape Design Recommendations (April 1988) on file in the office of the Planning Board. No parking shall be allowed in this setback area. Parking shall be on the side or in the back of the building."

UNANIMOUS CONSENT

A true copy

ATTEST:


Theodora K. Eaton, MMC, Town Clerk

Town of Needham Select Board

Policy Number:	SB-LIC-016
Policy:	Outdoor Dining Licenses
Date Approved:	10/12/2021
Date Revised:	
Approved:	 _____ Chair, Select Board

Section 1. Purpose

The purpose of this policy is to establish a process and application criteria for licensing local businesses to use public rights-of-way, public parking lots, on-street parking spaces, sidewalks and/or other Town-owned property for outdoor dining. The Select Board will consider these guiding principles for outdoor dining:

- Create quality public spaces that contribute to people's health, happiness, and sense of connection to Needham and with each other.
- Support small businesses through added vibrancy and engagement in our business districts.
- Maintain safe and accessible sidewalk access for all users.
- Balance the needs of other street activities, including adequate parking infrastructure.

Section 2. Policy

- 2.1 No outdoor restaurant seating shall be permitted within the public right-of-way, public sidewalks and/or on public property unless the Select Board authorizes the placement of temporary outdoor seating.
- 2.2 Under Zoning Bylaw Section 6.9, the Select Board may authorize the placement of seasonal, temporary outdoor seating including but not limited to tables, chairs, serving equipment, planters, and umbrellas, within the public way and on public property, for eat-in restaurants during normal hours of operation, provided that:
 - 2.2.1 The Select Board holds a public hearing and deems that pedestrian and vehicular circulation, the safety of restaurant patrons and the public, and parking for patrons

of restaurants, retail establishments and service establishments in the vicinity of the outdoor seating, is adequately provided for;

- 2.2.2 The seating is within the public sidewalk abutting the front, rear, or side of the restaurant's owned or leased property or on a public way or on other public property abutting the front, rear, or side of the restaurant's owned or leased property;
- 2.2.3 Such use is clearly related to the restaurant conducted inside the principal building;
- 2.2.4 Unless otherwise permitted by law, a minimum sidewalk width of forty-eight inches (48") and a minimum width of thirty-six inches (36") of unobstructed pedestrian paths , shall be continuously maintained, as shown on the plan provided to the Select Board;
- 2.2.5 Such use does not obstruct or otherwise interfere with visibility at intersections;
- 2.2.6 During all operating hours and thereafter, the area of outdoor seating must be kept clean, including clearing of all tables and removal of all trash; and
- 2.2.7 The application and proposed plans adhere to all health, safety, access, and operational requirements established by the Town, as outlined in Appendix A: Outdoor Dining Requirements. The Town Manager is authorized to update these requirements, as needed, and will ensure the application form reflects any changes.
- 2.3 Items 2.2.1, 2.2.2 and 2.2.3 shall not apply during special town-wide festivals or events during the year as designated by the Select Board.
- 2.4 A restaurant applying for outdoor seating must possess a Common Victuallers License.
- 2.5 Operation of outdoor restaurant seating areas is only permitted when the main place of business is open.
- 2.6 Two or more restaurants may apply jointly for a shared outdoor seating area, subject to all requirements that apply to individual applicants.
- 2.7 The Board may not approve more than 3 public parking spaces for any single applicant. The three spaces include any area taken by concrete safety barriers.

- 2.8 If an applicant is requesting the use of a designated handicap parking space for outdoor dining, the Board may not approve unless a suitable alternative location for handicap parking is identified.
- 2.9 The outdoor dining season shall be April 1 - November 30. The Select Board may authorize seasonal temporary outdoor seating under Zoning Bylaw Section 6.9.2 (b) earlier than April 1 and later than November 30 of each year. Applicants should specify the requested start and end date for their outdoor seating area. Board consideration shall be given to snow removal operations, roadway and sidewalk construction schedules, and other needs of the Town.
- 2.10 Outdoor dining licenses must be renewed annually. For those applications seeking a renewal from the prior year, the Town Manager will determine whether a public hearing is required, taking into consideration any compliance issues, resident or abutter complaints, and safety concerns in the prior year. Renewals will be reviewed subject to the criteria above and to the operational needs of the Town, including but not limited to anticipated roadway or sidewalk construction, potential changes in use of the public property, and changes in the Town's overall parking infrastructure.
- 2.11 An application for outdoor seating on public property that increases the restaurant's overall seating capacity by more than thirty percent (30%) must receive approval by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant (either the Planning Board or the Zoning Board of Appeals), before the Select Board will review the outdoor dining application.
- 2.12 If an applicant currently has a liquor license that allows consumption on premises and intends to extend that service to the Outdoor Seating area, the applicant must file an Alcoholic Beverages Control Commission's Alteration of Premises form with the Select Board.
- 2.13 Applicants must provide a certificate of liability insurance covering the approved outdoor dining area and naming the Town of Needham as an additionally insured party in the amount of \$500,000/\$1 million.
- 2.14 Permission to use Town land does not modify or amend any applicable state or local rules, requirements, permits, licenses, or approvals. To the extent that modifications of any existing permits, licenses or approvals may be necessary, they should be separately applied for by the applicant.
- 2.15 Permission to use Town land may be modified or terminated by the Town, in its sole discretion, at any time. Upon termination, the restaurant shall be responsible for removing all its property from the designated area.

Section 3. Procedures

- 3.1 The applicant shall file an application for outdoor dining on the form prescribed by the Town of Needham and submit requisite plans, photographs, and information.
- 3.2 The application and related plans that are submitted must adhere to all health, safety, and access requirements established by the Town, as outlined in this policy and in Appendix A: Outdoor Dining Requirements.
- 3.3 Applicants must provide a certificate of liability insurance covering the approved outdoor dining area and naming the Town of Needham as an additionally insured party in the amount of \$500,000/\$1 million.
- 3.4 Upon receipt of an application, the Town Manager or their designee, will review the application for completeness, request any missing documentation, and circulate the completed application to relevant Town departments for review and comments.
 - 3.4.1 An application for outdoor seating on public property that increases the restaurant's overall seating capacity by more than thirty percent (30%) must receive approval by the Special Permit Granting Authority that granted the special permit allowing the use of the premises as a restaurant (either the Planning Board or the Zoning Board of Appeals), before the Select Board will review the outdoor dining application.
 - 3.4.2 If an applicant currently has a liquor license that allows consumption on premises and intends to extend that service to the outdoor seating area, the applicant must file an Alcoholic Beverages Control Commission's Alteration of Premises form with the Select Board.
 - 3.4.3 Applicants are encouraged to apply in late fall/early winter prior to the next outdoor dining season. Applicants may need approval from multiple local boards including the Select Board, Planning Board, and/or Zoning Board of Appeals depending on the specifics of the application. Applicants with liquor licenses will also require approval from the Alcoholic Beverages Control Commission, after local approval is received. While the Town will work diligently to process applications, applicants are not guaranteed a decision by April 1.
- 3.5 The Office of the Town Manager will notify the applicant and all owners of property within a 300-foot radius of the premises to be licensed of any public hearing via certified mail, at least seven (7) days prior to the scheduled hearing date.
- 3.6 Applicants that are approved by the Board will be required to sign a license agreement with the Town of Needham for the use of the public right of way.
- 3.7 Approved applicants may be required to obtain additional permits, subject to the specific furniture and accessories proposed for outdoor dining. Tents and outdoor structures with roofs require a permit from the Building Department. Outdoor

electrical wiring and lighting require an electrical permit from the Building Department. Outdoor heaters require a permit from the Fire Department.

- 3.8 Applicants with outdoor seating approved in on-street parking spaces or in a parking lot must coordinate with the Department of Public Works for the placement of concrete jersey barriers, before outdoor dining furniture can be installed or used.
- 3.9 Outdoor dining licenses must be renewed annually. The Select Board will determine whether a public hearing is required for renewal, taking into consideration any compliance issues, resident or abutter complaints, and safety concerns in the prior year. Renewals will be reviewed subject to the criteria above and to the operational needs of the Town, including but not limited to anticipated roadway or sidewalk construction, potential changes in use of the public property, and changes in the Town's overall parking infrastructure.

Section 4. Fees

- 4.1 There shall be an annual application fee of \$25, which will be credited toward the annual licensing fee, as defined in Section 4.2, when the application is approved.
- 4.2 For all approved applications, there shall be an additional annual licensing fee for the sole use of public space for outdoor dining at the rate of \$250 per public parking space and \$100 for the use of the sidewalk. If an applicant is approved for the use of public parking space(s) and the sidewalk, the \$100 sidewalk licensing fee will be waived.

Section 5. Exceptions

The Select Board reserves the right to make exceptions to this policy if it determines that it is in the best interest of the Town to do so.

Appendix A. Outdoor Dining Requirements

All outdoor dining applications will be reviewed by the relevant Town Department(s) to ensure compliance with the following requirements:

Public Safety & Accessibility

1. The plan submitted must show a minimum sidewalk width of 48” and a minimum width of 36” (or as otherwise prescribed by law) is maintained and unobstructed from the sidewalk or entrances into the building or any other designated walkways or pedestrian paths. The table and chairs must be placed within the outdoor seating area in such a manner as to allow free and safe passage of pedestrian traffic.
2. The outdoor seating arrangement may not obstruct or interfere with visibility at any street intersection and must not impede Police or Fire access.
3. The outdoor seating arrangement may not obstruct any fire exit, fire escape or other required ingress or egress.
4. The outdoor seating area must be accessible to people with disabilities and the applicant must at all times comply with all applicable laws, ordinances and regulations concerning accessibility and non-discrimination in the providing of services.
5. Outdoor seating placed on sidewalks or in outdoor areas should maintain a 36” clear path between and around all tables and chairs.
6. Seating placed near or adjacent to public ways or parking lots that vehicles can pull up to or travel by must have crash protection, such as concrete barriers.

Public Health

7. All entrances and exit doors through the kitchen used by food service personnel and customers must be screened and provided with air curtains meeting National Sanitation Foundation standards. All windows or openings through the kitchen used for the transfer of food must also be screened and provided with air curtains. (If your entrance and exit or service opening to the outdoor seating area is through the kitchen, you must get Health Department approval.)
8. All food must be prepared inside the facility’s kitchen and kept inside until served. No food may be prepared outside.
9. A system for washing down the outside seating area must be provided.
10. Food service personnel may not serve patrons beyond the outdoor seating area as shown on the plan approved by the licensing authority.
11. Food service personnel must constantly police the outdoor seating area for wastepaper, garbage, and other trash. Covered trash receptacles should be provided and must be emptied as needed to prevent overflowing. They must also be emptied at the end of each evening’s service.
12. If dumpsters are located near these proposed seating areas, need to ensure that areas around dumpsters are clean and sanitary, and no public health nuisance issues with odors or attraction of pests exist.
13. During the operating hours and thereafter, strict clean-up practices must be adhered to. Food service personnel must clear up after each patron and remove all trash and dirty dishes.

14. Outside food handlers must have easy access to handwash sinks and cleaning cloths. Facilities for preparation and disposal of sanitizing solutions must be accessible.
15. Outdoor seating areas shall be considered as part of the restaurant and shall comply with Board of Health regulations, including a prohibition of smoking in seasonal outdoor dining areas and only service animals being allowed in those same areas.
16. Pets not allowed in outdoor seating areas. Only service animals are permitted.

Furniture, Fixtures, Lighting & Heating

17. Tents and outdoor structures with roofs will require a permit from the Building Department.
18. Electrical wiring and lighting for outdoor seating will require an electrical permit from the Building Department.
19. Outdoor heaters require a permit from the Fire Department.
20. The applicant shall be responsible for the maintenance and upkeep of the public right-of-way used for the outdoor seating area and the replacement of damaged public property, including brick pavers. No furniture or furnishings may be permanently attached by any means to the public sidewalk or any other public property.
21. Planters may be used to provide added visual interest and create a more attractive and welcoming atmosphere. Planters may not be used to define the area of outdoor seating where the service of alcohol is involved.
22. If a patio is constructed, the patio or other ground surface must be constructed of material readily cleanable and not susceptible to dust, mud, or debris. (Brick, bluestone, tile, and concrete are examples of acceptable materials.)
23. Outdoor dining furniture and fixtures must be maintained in good visual appearance and in clean condition. Tabletops must be easily cleanable and durable and maintained in a clean and sanitary condition.
24. Umbrellas may be used but must be, when extended, at least 7 feet above the sidewalk or patio level and contained within the outdoor seating area. Umbrellas should be closed when the restaurant is not open for business.
25. Furniture and fixtures must be removed or safely secured when inclement weather is forecasted.
26. At the end of each outdoor dining season, all furniture, umbrellas, and trash receptacles must be removed.
27. All outdoor seating, furnishings and obstructions must be removed from December 1 through and including March 31, unless you have received written approval from the Town of Needham extending your outdoor dining license beyond April 1 - November 30.
28. Electrical or lighting used in or around outdoor seating needs to be UL listed for outdoor continuous use, such as power outlets, lighting and cords or cables. Exterior feeds for lighting or power should not be laid on the ground and installed overhead without code compliant cable and supporting hardware. Electrical wiring for lighting and power shall require a permit and inspection, this work shall be installed by a licensed electrician.
29. Tents, membrane structures and their accessories such as sidewalls, drops, tarpaulins, floor coverings, bunting and combustible decorations shall be certified by an approved testing laboratory meeting the design criteria of NFPA 701. Each Membrane structure or tent shall have a permanently affixed label bearing the size, fabric, and material type, testing agency and standard that fabric was tested under.

30. Portable fire extinguishers are required for each tent or membrane structure.
31. Open or exposed flame or other devices emitting flame, fire or heat or any other flammable or combustible liquids, gas, charcoal, or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent or membrane structure while open to the public unless approved by the Fire Code Official.
32. LP Gas containers shall be located on the outside. Containers of 500 gallons or less shall have a minimum separation distance of 10 feet between the container and the structure. Storage of over 500 gallons shall have a minimum distance of 25 feet between the container and the structure.
33. Portable LP Gas containers, piping, valves, and fittings located outside and are being used to fuel equipment inside the tent or membrane structure shall be adequately protected to prevent tampering, damage by vehicles or other hazards and shall be in an approved location. Portable LP Gas containers shall be securely fastened in place to prevent unauthorized movement.

Licensing Authority

34. A restaurant requesting outdoor seating must possess a Common Victuallers License.
35. The outdoor seating area must be clearly related to the restaurant conducted in the principal building.
36. Operation of outdoor restaurant seating areas is permitted only when the main place of business is open.
37. If an applicant currently has an alcoholic license and intends to extend that service to the Outdoor Seating area, it must file an Alteration of Premises ABCC form with the Select Board.

LEGAL NOTICE



Town of Needham Application for Outdoor Dining

Notice is hereby given pursuant to Town of Needham Zoning By-Law, Section 6.9, that Henry Hospitality, LLC d/b/a The James, Stuart Henry Manager, has applied for Outdoor Seating on public property. Exterior will be a patio with nine built-in booths, a raised platform, and a back area with a total of 69 seats located on four municipal parking lot spaces behind 1027 Great Plain Ave.

IT IS ORDERED that a public hearing be held for said application on February 14, 2022 at 6:00 p.m. 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.

**Select Board
Licensing Board for the Town of Needham**

2x4 Town of Needham - Outdoor Dining 2-2-23

2-2-23 HTWJ

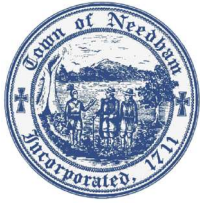


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 02/28/2023

Agenda Item	Public Hearing (Continued) – Alteration of Premises for an All-Alcohol License in a Restaurant – Henry Hospitality Inc d/b/a The James
Presenter(s)	Stuart Henry, Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Henry Hospitality Inc d/b/a The James, located at 1027 Great Plain Avenue, currently holds an All-Alcohol liquor license. The current licensed premises is: 1500 square feet with two means of egress in the front and rear of a single story building, with seating for 56 patrons, kitchen, food prep, bar, service, & two restroom. The applicant has submitted an amendment to expand the licensed premises to include: a 650 square foot patio area with one means of egress and seating for 33 patrons and staff with a server station. The applicant has used the patio area since 2020 in an arrangement similar to the proposed set-up in accordance with state emergency orders and local rules in the context of the COVID-19 pandemic. The applicant has also applied to the Select Board for an Outdoor Dining License since the proposed area is located on parking spaces for which the Town has rights to a right to use for municipal parking. A legal notice was advertised in the Hometown Weekly on February 2, 2023 and abutters were notified. All supporting documentation appears to be in order. This hearing is continued from the Select Board's meeting on February 14, 2023.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion: That the Board vote to approve the Amendment for Alteration of Premises application received from Henry Hospitality Inc d/b/a The James and vote to forward the Amendment application to the ABCC for review and final approval.</i>	
3.	BACK UP INFORMATION ATTACHED
a. Amendment Application and Corporate Vote b. Floorplans c. Legal Notice	



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

d. Abutter Listing



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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

☒ **Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Henry Hospitality Inc dba The James	Needham	03624-RS-0770

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

We are applying for a capacity alteration with the extension our patio.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Stuart Henry	Owner	[REDACTED]	[REDACTED]

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

We have added a 1,150 sf patio with 69 seats in the parking lot out the back of our building.

2B. PROPOSED DESCRIPTION OF PREMISES

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

The James is a one story building with 4 rooms/6 areas- Kitchen, dish area, 2 bathrooms, dining room(36 seats) and bar(20 seats). Adjacent to the building is 1150 sf patio with 9 built in booths, a raised platform and back area consisting of 69 seats.

Total Sq. Footage	2650	Seating Capacity	125	Occupancy Number	125
Number of Entrances	1	Number of Exits	3	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name

Triantos Thomas

Landlord Phone

[REDACTED]

Landlord Email

Landlord Address

[REDACTED]

Lease Beginning Date

Sept 2017

Rent per Month

3,650

Lease Ending Date

sept 2031

Rent per Year

43,800

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

☐ Yes ☐ No

4. FINANCIAL DISCLOSURE

Associated 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):

Associated Cost(s):

All proposed alterations accomplished during the time of the governors pandemic emergency order.
No associated costs required.

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

APPLICANT'S STATEMENT

I, Stuart Henry the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of Henry Hospitality Inc dba The James
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: Stuart Henry

 Digitally signed by Stuart Henry
Date: 2023.01.21 21:21:50 -05'00'

Date: 01-23-23

Title: Owner

ADDITIONAL INFORMATION

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

ENTITY VOTE

The Board of Directors or LLC Managers of Henry Hospitality inc dba The James
Entity Name
duly voted to apply to the Licensing Authority of Needham and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 01-15-23
Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

Stuart Henry

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."

A true copy attest,

Stuart Henry

Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

STUART HENRY

(Print Name)

(Print Name)

ASSUMPTION AND EXTENSION OF LEASE AGREEMENT

An Extension of Lease Agreement made by and between Triantos Thomas, Trustee of the Great Plain Avenue Realty Trust (hereinafter referred to as "Landlord") and Henry Hospitality, Inc., of 18 Cliftdale Street, Roslindale, Mass. (hereinafter referred to as "Tenant") relative to a certain lease agreement between Landlord and Gibbous Moon, Inc. for the premises known as 1027 Great Plain Avenue, Needham, Massachusetts, consisting of 1,500 sq. ft. of building and basement, more or less, dated November, 2009, as extended in November, 2014 through November 30, 2019;

For good and valuable consideration, Landlord and Tenant each agree to an extension of the term of said Lease for a period of five years, commencing December 1, 2019 and terminating on November 30, 2024, with one further right of renewal and extension beyond the termination date for a period of five years.

During the initial extension, Tenant shall pay Landlord monthly rent of \$3,000.00.

During any subsequent extension, rent shall be paid at the then fair market value.

It is further provided, however, that all other terms and conditions of the Lease shall continue during the current and any extended term as if set forth herein.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

LANDLORD: The Great Plain Avenue Realty Trust

By: Triantos Thomas
Triantos Thomas, Trustee

TENANT: Henry Hospitality, Inc.

By: Stuart Henry
Stuart Henry
President and Treasurer

TOTAL SEAT COUNT	
EXTERIOR SEATS =	69 SEATS
INTERIOR SEATS =	36 SEATS
TOTAL	= 125 SEATS

PER IBC 1004.4 FIXED SEATING
 BOOTH SEATING DETERMINED BY 24" OF BACKREST
 FIXED SEATING WITHOUT DIVIDING ARMS DETERMINED
 BY 18" OF SEATING LENGTH (21.6" / 18" = 14.33)

ACCESSIBLE SEATING
PER IBC 1108.2.9.1 DINING SURFACES
5% OF SEATING IS REQUIRED TO BE ACCESSIBLE
69 EXT. SEATS * 5% = 3.5 ACCESSIBLE SEATS REQ'D
5 ACCESSIBLE SEATS ARE PROVIDED.

6 > 3.5 COMPLIANT

PLUMBING FIXTURE REQUIREMENT

MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES	
A-2 RESTAURANTS	
- WATER CLOSETS	- 1 PER 75 (MEN & WOMEN)
- LAVATORY	- 1 PER 200
- DRINKING FOUNTAIN	- 1 PER 500
- SERVICE SINK	- 1 REQUIRED

125 OCCUPANTS = 2 WATER CLOSETS & 1 LAVATORY

THE JAMES CURRENTLY HAS
- 2 UNISEX RESTROOMS EACH WITH ONE WATER
CLOSET & ONE SINK FOR A TOTAL OF 2 WATER
CLOSETS & 2 LAVATORIES.

- ONE TOILET ROOMS IS FULLY ACCESSIBLE.

2 = 2 REQUIRED WATER CLOSETS
2 > 1 REQUIRED LAVATORIES

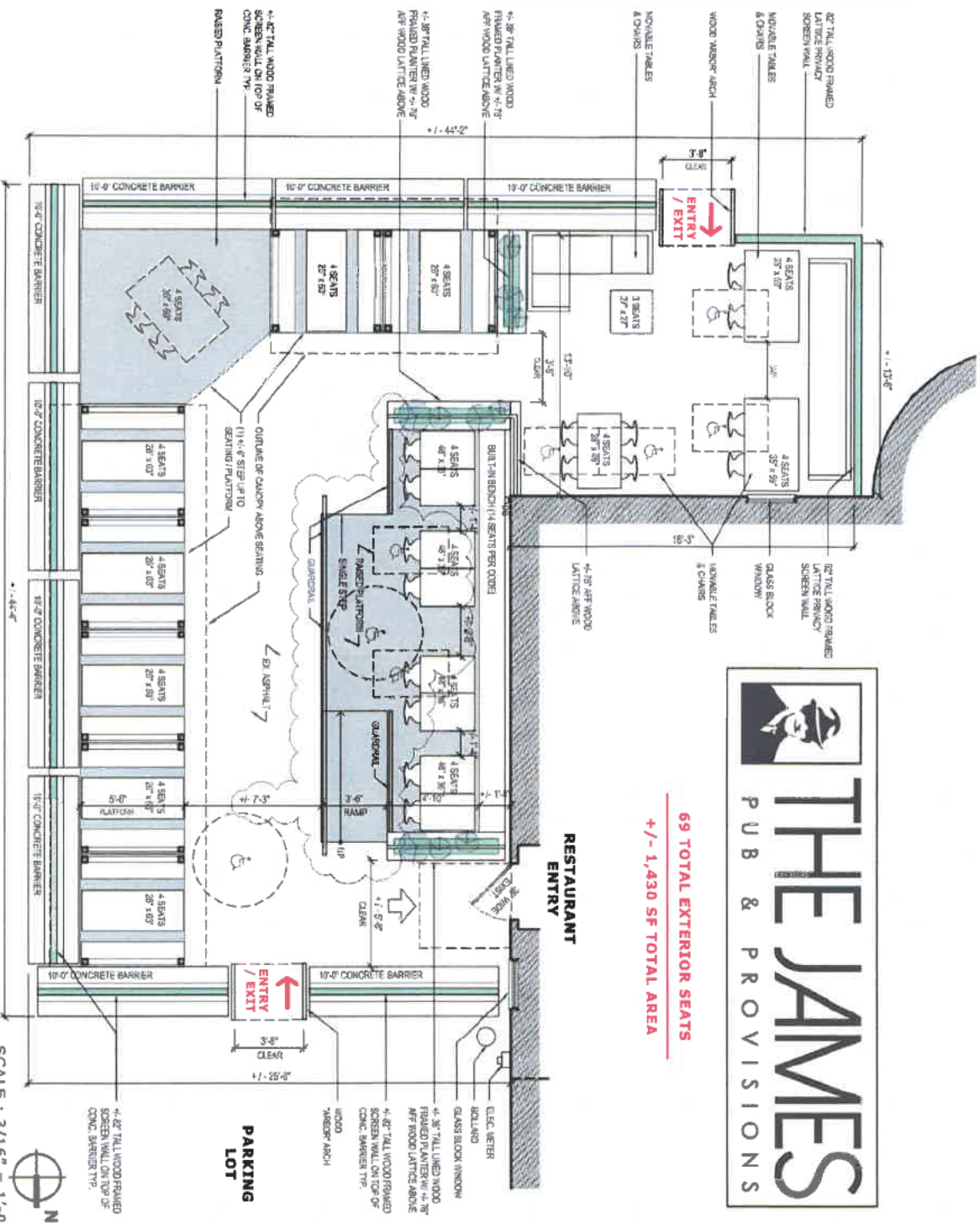
LEGEND

**RAISED PLATFORM
COMPOSITE DECKING**

3 | EXTERIOR SEATING PLAN - REV 01

THE JAMES - PUB & PROVISIONS | NEEDHAM MA

SCOTT MELCHING ARCHITECT
AIA . LEED . GRP





**1027 GREAT PLAIN AVE
300 FEET**

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/047.0-0064-0000.0	KAPOOR, SORABH TR	GREAT REALTY TRUST	990 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/047.0-0067-0000.0	KATZ, JEFFREY A. & GARY M., TRUSTEES	AJ REALTY TRUST	1004 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/047.0-0069-0000.0	SDS NOMINEE TRUST	DOUGLAS SALAMONE	2 AVA	MILLIS	MA	02054-
199/047.0-0070-0000.0	THE KINGSBURY BUILDING MASTER DEED	C/O GREENE, RUBIN, MILLER & PACINO	1340 SOLDIERS FIELD ROAD	BOSTON	MA	02135-
199/047.0-0071-0000.0	SDS NOMINEE TRUST	DOUGLAS SALAMONE	2 AVA	MILLIS	MA	02054-
199/051.0-0017-0000.0	TOWN OF NEEDHAM	PARKING LOT	1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/132.0-0002-0000.0	DENMARK LANE CONDOMINIUM	ATT: RACHEL C. CHAFFEY #16 MASTER DEE	0 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0002.0	FRONGILLO, ANTHONY		2 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0006.0	MERKLE, CHRISTINE L. TR	MERKLE REALTY TRUST OF 2000	6 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0008.0	COTELL, RICHARD &	COTELL, JENNIFER	8 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0016.0	ZIDE, SUZAN TR	SUSAN K ZIDE 2017 REVOCABLE TRUST	16 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0020.0	KEANE, NORA M		28 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0028.0	ALIBER, JOANNE		19 TECH CIR	NATICK	MA	01760-
199/047.0-0070-0012.0	PERRON, STEPHEN D		19 TECH CIR	NATICK	MA	01760-
199/047.0-0070-0030.0	MAURER, ALFRED L. & SFORZA, JOHN TRS		253 GARDEN ST	NEEDHAM	MA	02492-
199/051.0-0034-0253.0	ISON, PHILLIP W. &	STALNAKER, SARAH E.	1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/051.0-0083-0000.0	TOWN OF NEEDHAM	ATTN: ACCOUNTING DEPARTMENT	1063 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/051.0-0086-0000.0	NEEDHAM BANK		68 DONNA RD	NEEDHAM	MA	02494-
199/132.0-0002-0032.0	DUFFY, HENRY &	DUFFY, EMILY	34 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0034.0	ANTONELLIS, MARY R		P.O. BOX 85	EAST WALP	MA	02032-
199/047.0-0065-0000.0	FIRST OF MANY, LLC		205 SOUTH ST	MEDFIELD	MA	02052-
199/047.0-0070-0028.0	GRAHAM, MARCIA A		19 TECH CIR	NATICK	MA	01760-
199/047.0-0070-0032.0	MAURER, ALFRED L. & SFORZA, JOHN, TRS		19 TECH CIR	NATICK	MA	01760-
199/047.0-0070-0042.0	MAURER, ALFRED L. & SFORZA, JOHN, TRS		PO BOX 850551	BRAINTREE	MA	02185-
199/051.0-0009-0000.0	PESIRIDIS, NICHOLAS, TRS	ROMA REALTY TRUST	1063 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/051.0-0020-0000.0	EATON SQUARE REALTY LLC		251 GARDEN ST	NEEDHAM	MA	02492-
199/051.0-0034-0251.0	DODDS, DEBORAH L.		1004 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/047.0-0066-0000.0	KATZ, JEFFREY A. & GARY M., TRUSTEES,	AJ REALTY TRUST	19 TECH CIR	NATICK	MA	01760-
199/047.0-0070-0034.0	MAURER, ALFRED L. & SFORZA, JOHN, TRS		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/051.0-0008-0000.0	TOWN OF NEEDHAM	PARKING LOT	198 CURVE ST	DEDHAM	MA	02026-
199/051.0-0011-0000.0	THOMAS, DINA &	THOMAS, TRIANTOS	16 CURVE ST	NEEDHAM	MA	02492-
199/051.0-0087-0000.0	FAN, CHING TA & MEI LING		15 MANOR AVE	WELLESLEY	MA	02482-
199/132.0-0001-0000.0	KATSIKAKIS, GEORGE, TR	G & K REALTY TRUST	12 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0012.0	COFIELD, JULIE F. &	COFIELD, JOSEPH E	14 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0014.0	HEFFERNAN, LAWRENCE P. &	HEFFERNAN, SUZANNE M	10 PARK PLAZA	BOSTON	MA	02116-
199/001.0-9999-9998.0	MASS BAY TRANSPORTATION AUTHORITY		205 SOUTH ST	MEDFIELD	MA	02052-
199/047.0-0070-0022.0	GRAHAM, MARCIA A		261 GARDEN ST	NEEDHAM	MA	02492-
199/051.0-0035-0000.0	LUCEY, JOHN P. & JANET M. TRS	LUCEY FAMILY TRUST				

1027 GREAT PLAIN AVE 300 FEET

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/051.0-0084-0000.0	MBTA		10 PARK PLAZA	BOSTON	MA	02116-
199/132.0-0002-0018.0	OBERMAN, DAVID A		18 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0022.0	FORRESTER, EDITH B.		22 DENMARK LN UNIT 22	NEEDHAM	MA	02492-
199/047.0-0070-0010.0	NEEDHAM ENTERPRISES LLC		105 CHESTNUT ST STE 28	NEEDHAM	MA	02492-
199/047.0-0070-0024.0	GRAHAM, MARCIA A		205 SOUTH ST	MEDFIELD	MA	02052-
199/047.0-0070-0026.0	GRAHAM, MARCIA A		205 SOUTH ST	MEDFIELD	MA	02052-
199/047.0-0070-0044.0	MAURER, ALFRED L. & SFORZA, JOHN TR		19 TECH CIR	NATICK	MA	01760-
199/051.0-0007-0000.0	THE GATTO FAMILY LIMITED PARTNERSHIP		85 CHAPEL ST	NEEDHAM	MA	02492-
199/051.0-0033-0000.0	MINNICH, HERBERT DAREL &	MINNICH, JUNE LOUISE	235 GARDEN ST	NEEDHAM	MA	02492-
199/132.0-0002-0030.0	SIMCOKE, JAMES W. & SIMCOKE, EMILY N	SIMCOKE FAMILY TRUST	30 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0003-0000.0	KATSIKARIS, PETER & PAUL, TRUSTEES	P & P REALTY TRUST	15 MANOR AVE	WELLESLEY	MA	02482-
199/047.0-0063-0000.0	SIMON II ASSOCIATES LLC		10 NEWBURY ST	BOSTON	MA	02116-
199/047.0-0068-0000.0	SULLIVAN, JAMES M, TRUSTEE		78 HANCOCK ST	BRAINTREE	MA	02184-
199/051.0-0002-0000.0	1451 HIGHLAND AVE LLC		800 BOYLSTON ST STE 1390	BOSTON	MA	02199-
199/051.0-0010-0000.0	HEFFERNAN, MICHAEL A. &	HEFFERNAN, ELIZABETH A., TRS	18 GANNETT RD	NATICK	MA	01760-
199/051.0-0034-0000.0	GARDEN STREET CONDOMINIUMS LLC		945 GREAT PLAIN AVE STE 18	NEEDHAM	MA	02492-
199/132.0-0002-0004.0	PHILLIPS, ARTHUR P. & FRANCES G. TRS	DENMARK 4 REALTY TRUST	4 DENMARK LN	NEEDHAM	MA	02492-
199/047.0-0058-0000.0	TOWN OF NEEDHAM	PARKING LOT	1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/047.0-0059-0000.0	GREYMONT, ALFRED W. TR	ALFRED W. GREYMONT REVOCABLE TRUST	11 DEER PATH LN	MIRROR LAKE NH		03853-
199/047.0-0070-0020.0	BERGER, BRUCE & BORNSTEIN, GLENN	SMOKEY RE TRUST	1034 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/047.0-0070-0040.0	MAURER, ALFRED L. & SFORZA,JOHN TRS		19 TECH CIR	NATICK	MA	01760-
199/051.0-0001-0000.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/051.0-0037-0000.0	PHILNORSTAN REALTY LLC		10 NEWBURY ST	BOSTON	MA	02116-
199/132.0-0002-0010.0	HERER, CARY &	HERER, JILL	10 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0024.0	KLUGMAN, JEAN A.		24 DENMARK LN	NEEDHAM	MA	02492-
199/132.0-0002-0026.0	POOLEY, CHRISTOPHER		26 DENMARK LN	NEEDHAM	MA	02492-

LEGAL NOTICE



Town of Needham **Application for Alteration of** **Premises for an All-Alcohol License**

Notice is hereby given pursuant to Town of Needham Zoning By-Law, Section 6.9, that Henry Hospitality, LLC d/b/a The James, Stuart Henry Manager, has applied for an alteration of licensed premises of the following kind: to expand licensed premises to include a rear seating area for Outdoor Seating as allowed by Town of Needham Zoning By-Law, Section 6.9. Exterior will be a patio with nine built-in booths, a raised platform, and a back area with a total of 69 seats located on four municipal parking lot spaces behind 1027 Great Plain Ave.

IT IS ORDERED that a public hearing be held for said application on February 14, 2022 at 6:00 p.m. 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.

Select Board
Licensing Board for the Town of Needham

2x4 Town of Needham - All-Alcohol License 2-2-23

2-2-23 HTWJ



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

MEETING DATE: 2/28/2023

Agenda Item	Needham Housing Authority Update
Presenter(s)	• Reg Foster, NHA Chair • Dan Chen, Principal-in-Charge, BH+A • Margaret Moran, Deputy Executive Director of Development, CHA • Nathalie Jansen, Senior Project Manager, CHA • Steve Merritt, Interim Executive Director, NHA • Cheryl Gosmon, Assistant Executive Director, NHA

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Chair Foster and the project team will present the Housing Authority's high-level goals/objectives for the redevelopment of Linden Chambers and will seek input from the Select Board.	
2.	VOTE REQUIRED BY SELECT BOARD
Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. Needham Housing Authority Redevelopment of Linden and Chambers Streets, Select Board and Planning Board Presentation, February 28, 2023 b. FY2023 CPC Application Linden-Chambers Redevelopment c. FY2023 CPC Application Seabeds-Cook Preservation	



NEEDHAM HOUSING AUTHORITY

Redevelopment of Linden and Chambers Streets

Select Board and Planning Board Presentation
February 28, 2023



Bargmann Hendrie + Archetype Inc.

Project Team



Owner, Property Manager
and Developer



Affordable Senior Housing Experience

Over 800 Senior Affordable Housing Apartments over past 5 years



Experience in Needham



Rosemary Recreational Complex & Pool
(RRC)



Center at the Heights
(Needham Senior Center)



Emery Grover Renovations for School
Administration Dept.



Hillside School Swing Space Office
Renovations

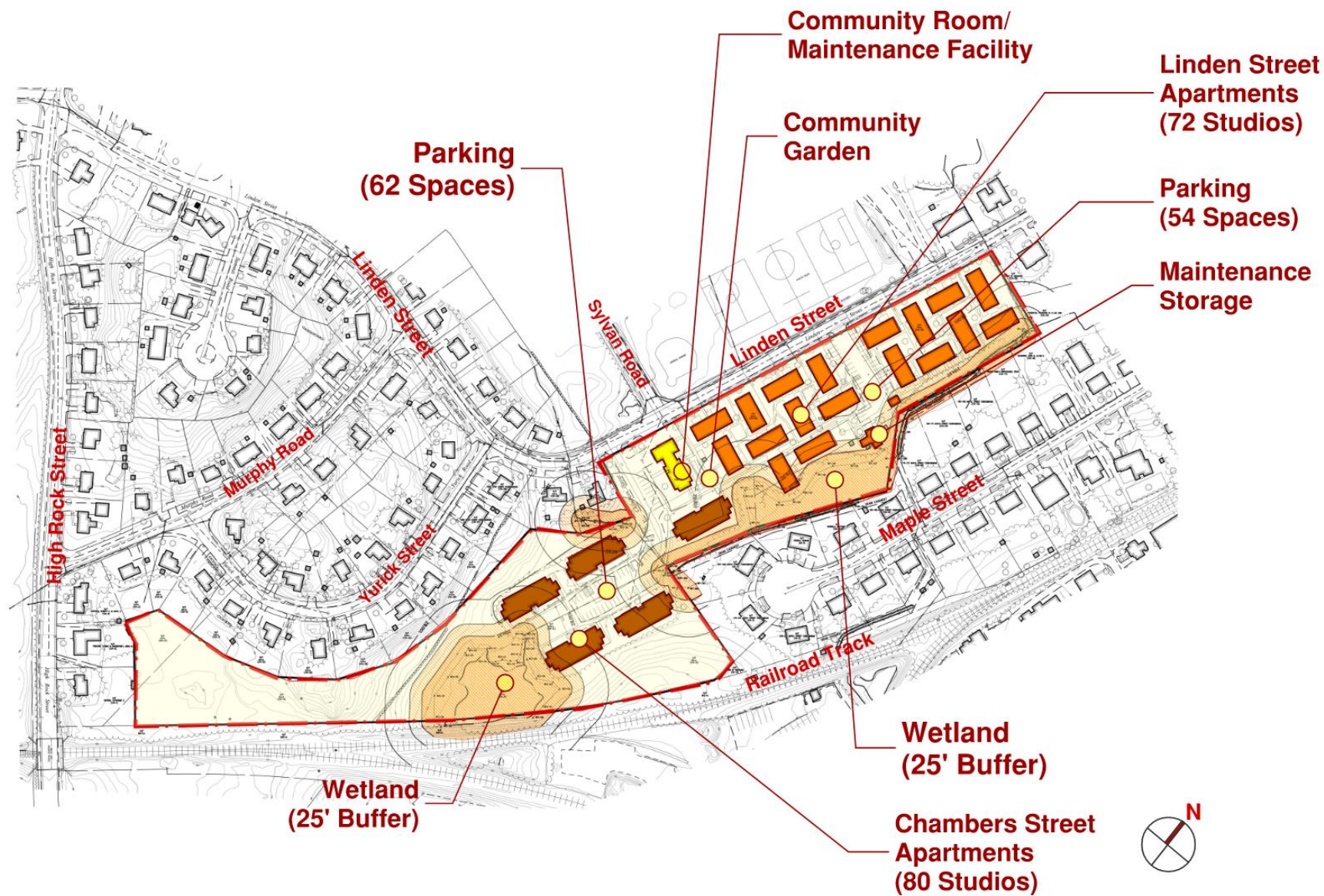


Pollard Modular Modifications

Temple Aliyah

Existing Conditions

Existing Linden/Chambers Community – 152 Studios



Existing Conditions

- Built between 1959 and 1962 (Linden) and 1972 (Chambers)
- 152 studio units of state public housing for low-income elderly / disabled households
- Poor physical conditions (Site and Buildings)
- Accessibility compliance issues
- Undersized units
- Lack adequate parking
- Wetland and environmental challenges



Current Project Status

- Project Kickoff meeting held on Jan. 9
- Residents kickoff meeting held on Jan. 23
- Site survey and Hazmat survey in investigative phase combined with team site visits documenting existing landscape, civil, utility, wetland and building systems
- Determine needed zoning changes and approach
- Complete Phase 1 Feasibility Study, and Facility Investigation by April, 2023
- Outreach and coordination with immediate neighborhood, High Rock middle school, Maple Street neighborhood, Needham Conservation Commission, Board of Health and DHCD

Project Goals

- Replace and/or possibly renovate existing 152 units and bring them up to modern-day standards by increasing unit sizes and providing adequate amenities and building systems. Design and build for 40+ years where possible
- Remove barriers of access for elderly/disabled households, including ensuring that all 2+ story buildings have elevators
- Develop additional new senior/disabled units and explore the potential increase in family units. Expect 85 to 100+ new units possible, but will confirm during design
- Ensure proactive resident and town involvement during the process
- Produce a design that fits into the neighborhood context and that meets Needham sustainability targets and requirements
- Produce a redevelopment and/or redevelopment/modernization strategy that allows the Authority to manage relocation requirements and construction costs
- Determine multi-phase approach to construction

Energy, Sustainable and Resiliency Goals

Reduce Building Energy Demand

How: Establish realistic Energy Usage Intensity (EUI) Targets early in Design and verify at Milestones (SD, DD, CD)

Harvest Onsite Energy

How: Explore PV Solar panels, and Ground Source/Geo-Thermal Heat pumps

Maximize Building Efficiency

How: Maximize Building Insulation and Building Envelop Air Tightness (<0.08ACH /sf Air Change Rates)

Selection of Highest Efficiency HVAC system through a cost and benefit analysis

Accurate Energy Modeling and verify at early key Milestones (Feasibility, SD, DD)

Minimize Carbon Footprint and Reduce Green House Gas

How: By reducing Concrete and Steel usage during building design and Construction. Wood Construction when applicable

Life Cycle Assessment (LCA) to evaluate material Embody Carbon with up-to-date Environment Product Declarations (EPD)

Minimize and/or Establish No Fossil Fuel usage

Building Commissioning

How: Confirm Building operational efficiency after occupancy. Conduct energy audits and other verification means

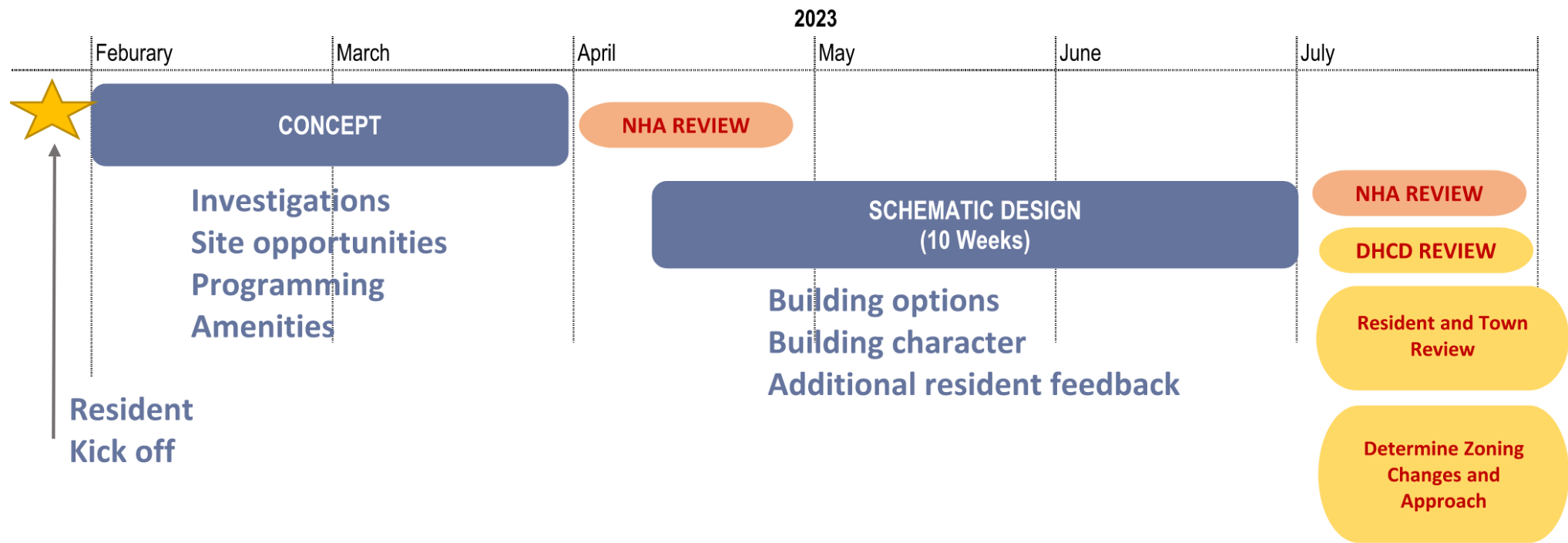
Federal and State Funding Opportunities

How: Assist and Explore Funding programs from HUD, DOER, EPA and Local utility rebates. Programs such as Inflation

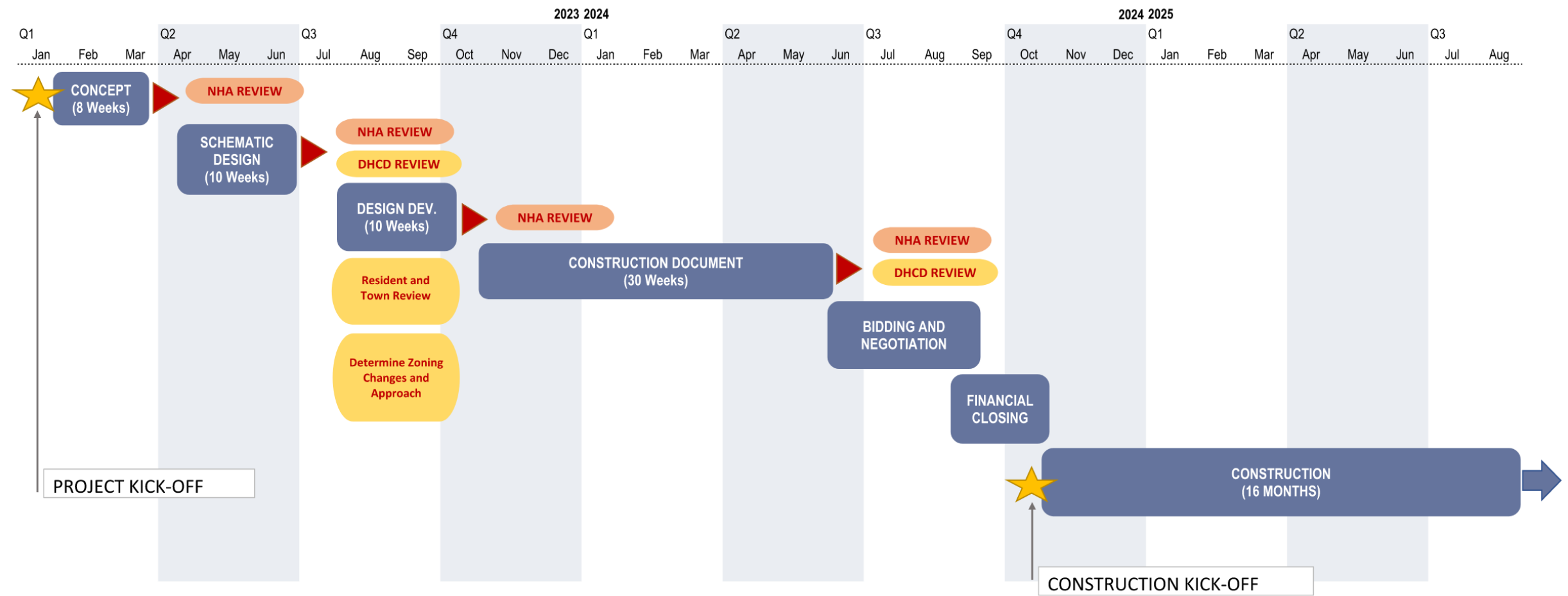
Reduction Act, Flexible Block Grants to Local Utility Rebate and incentives (Eversource Path 1 Zero Net Equivalent)

Project Schedule

Project Schedule – Next 6 Months



Project Schedule





Thank you

CPC USE ONLY:

Application #: _____

Eligible: Y N

**INITIAL ELIGIBILITY PROJECT APPLICATION FORM
DUE BY DECEMBER 1, 2022**

**TOWN OF NEEDHAM
COMMUNITY PRESERVATION COMMITTEE**

www.needham.gov/CPC

Email Applications to:

Kristen Wright – kwright@needhamma.gov

1. **Applicant:** Needham Housing Authority **Submission Date:** 11/28/2022

2. **Applicant's Address, Phone Number, and Email:**

21 Highland Circle
Needham, MA 02494
(781) 234-8452; smerritt@needhamhousing.org
(339) 222-6187; chair@needhamhousing.org

Contact Name:

Steve Merritt, Interim Executive Director
Reg Foster, Chair of the Board of Commissioners

3. **Purpose**

(Please select all that apply)

- | | |
|-------------------------------------|-----------------------|
| ☐ | Open Space |
| ☒ | Community Housing |
| ☐ | Historic Preservation |
| ☐ | Recreation |

4. **Project Name:**

Linden/Chambers Redevelopment -- Financing & Construction Expenses

5. **Project Location/Street Address:**

138-188 Linden Street
5 - 42 Chambers Street
Needham, MA 02492

Legal Address:

0 Linden St. (parcel ID 199/133.0-0024-0000.0)
5 Chambers St. (parcel ID 199/134.0-0041-0000.0)

6. **Property Ownership (Control):** Needham Housing Authority

7. **Amount Requested:** \$ 1,000,000

8. **Estimated Total Project Cost:** *(If Different)* \$ 37,400,000

9. **Critical Dates:** *(If Applicable)*

Q1, 2024 -- Financing Closed
Q2, 2024 -- Construction Documents Completed
H2, 2024 -- Phase 1 Construction Commences

- continued

CPC USE ONLY:

Application #: _____

Eligible: Y N

Project Name: Linden/Chambers Redev. -- Financing & Construction Expenses

10. Project Summary: *(In 100 words or less provide a brief summer of the project)*

A key objective of the NHA Preservation & Redevelopment Initiative (PRI) is the redevelopment of the Linden Street and Chambers Street properties that provide 152 deeply-affordable studios for elderly/disabled households. During CY2023, the A/E Designer team Bargmann Hendrie + Archetype will be completing the schematic design for the overall redevelopment and securing zoning (and other) approvals. (BH+A services are partially funded by a Needham FY2023 CPA funding award.)

Given the size of the development and the need for temporary resident relocation, the redevelopment will likely proceed in separate construction phases. As such, the A/E Designer team will prepare documents and provide administration services for Construction Phase 1, which is currently envisioned to be:

1. Demolishing 8 of the existing single-story garden apartment buildings (32 units), and
2. Replacing them with 50-70 deeply affordable one-bedroom units.

In CY2023, NHA must also secure financing commitments for a Construction Phase 1 redevelopment project, currently estimated to cost \$37,400,000. Working with our Cambridge Housing Authority consultants, NHA has developed a conceptual pro-forma financing plan which includes the use of: 4% Low Income Housing Tax Credits, a mortgage, additional CPA funding and additional state funding (grants and soft loans). This conceptual financing plan must be turned into reality during CY 2023 via applications submitted to the DHCD and other agencies.

In summary, this application is requesting \$1,000,000 of FY24 CPA funding for services needed to:

- Complete the remaining Linden/Chambers pre-development activities, construction document preparation and administration and other tasks leading up to the start of actual construction;
- Develop and secure the financing of Construction Phase 1; and
- Demonstrate Town of Needham support (financial and otherwise) to incentivize the award of the state funding necessary to complete Construction Phase 1.

11. Community Need: *(In 100 words or less describe how the project meets the goals of the Needham Community Preservation Plan)*

Since the publication of the 2007 Needham Affordable Housing Plan, the redevelopment of Linden/Chambers has been a top Town priority. This goal has been recently reaffirmed by the Needham Housing Plan Working Group and the near-final draft Housing Plan, because:

- The current studio apartments are substandard and nearing the end of their useful life. Deficiencies include: lack of accessibility, extremely small units (410-425 sq. ft.), no storage space, lack of insulation, no elevators, growing cost of maintenance, etc.
- Needham has a severe shortage of affordable housing for seniors and the disabled. Redeveloping Linden/Chambers will help address this need.

This project meets the goals of the Needham Community Preservation Plan because it:

- Addresses an urgent community need by preserving existing deeply affordable units and developing net new units;
- Has strong support from other Town boards, committees and residents;
- Leverages a substantial amount of federal and state funding .

CPC USE ONLY:

Application #: _____

Eligible: Y N

Project Name: Linden/Chambers Redev. -- Financing & Construction Expenses

11. Eligibility for Funding: *(In 100 words or less, state the legal basis for why this project is eligible for Community Preservation Act funding).*

As stated in the Needham Community Preservation Plan and the Massachusetts Community Preservation Act (MGL Ch. 44B §5(b)(2)), CPA funding may be recommended for "...the acquisition, **creation, preservation** and support **of community housing**... provided, however, that funds expended pursuant to this chapter... shall not be used for maintenance". Community Housing is defined as: "low and moderate income housing for individuals and families, including low or moderate income senior housing."
(emphasis added)

The 152 Linden/Chambers deeply affordable units and their buildings are at the end of their useful life. The only way to preserve them is through redevelopment. In addition, preliminary studies have indicated that an additional 50-75 additional apartments could be accommodated on the site via redevelopment (subject to zoning approval).

Note: This application enables the Community Preservation Committee to review the request to access eligibility. You shall be notified by January 1 of your eligibility. If eligible you will be requested to supply additional information by February 1.

CPC USE ONLY:

Application #: _____

Eligible: Y N

**INITIAL ELIGIBILITY PROJECT APPLICATION FORM
DUE BY DECEMBER 1, 2022**

**TOWN OF NEEDHAM
COMMUNITY PRESERVATION COMMITTEE**

www.needham.gov/CPC

Email Applications to:

Kristen Wright – kwright@needhamma.gov

1. **Applicant:** Needham Housing Authority **Submission Date:** 1/5/2023 (Update)
2. **Applicant's Address, Phone Number, and Email:**
21 Highland Circle
Needham, MA 02494
(781) 234-8452; smerritt@needhamhousing.org
(339) 222-6187; chair@needhamhousing.org
Contact Name:
Stephen Merritt, Interim Executive Director
Reg Foster, Chair of the Board of Commissioners
3. **Purpose**
(Please select all that apply)
☐ Open Space
☒ Community Housing
☐ Historic Preservation
☐ Recreation
4. **Project Name:**
Seabeds/Cook Preservation Program -- Pre-Development
5. **Project Location/Street Address:**
22 - 46 Seabeds Way (4 buildings)
28 - 68 Capt. Robert Cook Drive (7 buildings)
Needham, MA 02494
- Legal address:**
0 Evergreen Road
(Parcel ID: 199/083.0-0011-0000.0)
6. **Property Ownership (Control):** Needham Housing Authority
7. **Amount Requested:** \$ 241,052
8. **Estimated Total Project Cost:** CPA-defined "Preservation" Repairs \$3,523,264*
(If Different) All Other Repairs \$12,864,604*
Total Cost Preservation & Other Repairs \$16,387,868*
9. **Critical Dates: (If Applicable)**
Q1-Q2, 2023 -- Seabeds/Cook Repositioning Applications Approved
Q3-Q4, 2023 -- Seabeds/Cook A/E Designer Services

**All numbers are direct cost estimates in 2022 dollars. They do not include mark-up for contingency, general conditions & future construction cost escalation.*

- continued -

CPC USE ONLY:

Application #: _____

Eligible: Y N

Project Name: Seabeds/Cook Preservation Program Pre-development

10. Project Summary: *(In 100 words or less provide a brief summer of the project)*

In the early 1980s NHA constructed two federally subsidized developments on ~10 acres of land in northern Needham:

- Seabeds Way -- 46 senior 1 BR apartments.
- Capt. Robert Cook Drive -- 30 family 2, 3 & 4 BR townhouses.

After 40+ years, the properties are in dire need of a major repairs. Preserving these deeply affordable units for the next 40+ years is a top goal of NHA's Preservation & Redevelopment Initiative (PRI).

NHA has completed Existing Conditions Reports by Dietz & Company, Architects for both Seabeds and Cook, with detailed findings, prioritization and estimated direct costs of the major repairs needed:

Estimated Direct Cost of Repairs for:	Overall Rating of Property Condition	Priority 1 Critical (>3 yrs.)	Priority 2 Moderate (3-10 yrs.)	Priority 3 Long Range (10-20 yrs.)	TOTAL
Seabeds Way	FAIR	\$2,874,750*	\$1,252,600*	\$4,261,760*	\$8,389,110*
Capt. Robt Cook Dr.	POOR	\$4,801,451*	\$1,684,307*	\$1,513,000*	\$7,998,758*
Total		\$7,676,201*	\$2,936,907*	\$5,774,760*	\$16,387,868*
Seabeds per unit cost		\$62k/unit	\$27k/unit	\$93k/unit	\$182k/unit
Cook per unit cost		\$160k/unit	\$56k/unit	\$50k/unit	\$266k/unit

Working with our Cambridge Housing Authority development consultants, NHA has developed a strategy for obtaining the needed funding for repairs via the Dept. of Housing and Urban Development (HUD). NHA is submitting applications to HUD in December, 2022 that will substantially increase NHA's annual subsidy income from HUD, with approval expected by April, 2023. The increased annual subsidy income has a potential investment capital yield of up to \$26.8 million to pay for the Seabeds/Cook Preservation Program: up to \$11.7 million from Low Income Housing Tax Credits and up to \$15.1 million from a permanent mortgage.

11. Community Need: *(In 100 words or less describe how the project meets the goals of the Needham Community Preservation Plan)*

The Housing Plan Working Group is identifying preservation of existing affordable housing as a critical priority for the Town. The near-final draft of the Needham Housing Plan:

- Documents the Town's severe shortage of deeply affordable housing for individuals and families. Preserving the Seabeds Way and Captain Robert Cook units for the next 40+ years addresses this priority in part.
- Identifies NHA's PRI as a top development and preservation strategy for the Town to pursue.

This major project to preserve Seabeds Way and Captain Robert Cook housing meets the goals of the Needham Community Preservation Plan because:

- It addresses an urgent community need by preserving existing deeply affordable units;
- Has broad and strong support from other Town boards, committees and residents;
- CPA funding (~\$240k) leverages a substantial amount of non-Needham funds (~\$16.5m*) to achieve its objectives.

**All numbers are direct cost estimates in 2022 dollars. They do not include mark-up for contingency, general conditions & future construction cost escalation.*

CPC USE ONLY:

Application #: _____

Eligible: Y N

Project Name: Seabeds/Cook Preservation Program Pre-development

11. Eligibility for Funding: *(In 100 words or less, state the legal basis for why this project is eligible for Community Preservation Act funding).*

As stated in the Needham Community Preservation Plan and the Massachusetts Community Preservation Act (MGL Ch. 44B §5(b)2), CPA funding may be recommended for "...the acquisition, creation, **preservation** and support **of community housing**... provided, however, that funds expended pursuant to this chapter... shall not be used for maintenance". Community Housing is defined as: "low and moderate income housing for individuals and families, including low or moderate income senior housing." *(emphasis added)*

As further clarified in an advisory opinion, Dept. of Housing and Community Development Public Housing Notice 2013-14 states "...the legislature's original intent for CPA was to spur the creation of additional affordable housing units in the Commonwealth, and with that in mind, CPA was passed with a specific prohibition on rehabilitation activities on existing community housing units." PHN 2013-14 goes on to state: "While activities classified as "rehabilitation" are not allowed, **'preservation' work on existing community housing resources is allowed**. In general, work that protects the housing structure (not residents) from future injury, harm or destruction is permitted under CPA." PHN 2013-14 then provides a **list of examples** related to existing community housing units that **DHCD believes can be classified as preservation and funded by CPA funding**:

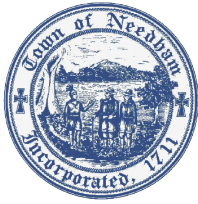
- Building envelope and site work to preserve the structural integrity of the housing,
- Roof, siding and window replacements to assure the water tightness of the housing,
- Upgrading of dangerous electrical or plumbing services,
- Replacement of dangerous building systems which threaten the housing units,
- Installation of hard-wired smoke alarms, sprinklers and other bldg fire suppression systems.

Based on the Seabed and Cook Property Conditions Reports, Dietz & Co. Architects and CHA have identified a detailed list of repairs that meet the definition of "**preservation**" and thus are eligible for CPA funding. These eligible repairs amount to ~20% of the total estimated cost of the Seabeds repairs and ~23% of the total estimated cost of the Capt. Robt. Cook repairs. Total predevelopment costs are estimated to be \$1,134,375. This application is for the \$240,308 pro-rata portion of pre-development expenses that are eligible for CPA funding, calculated as follows:

	Est. Total Cost of Repairs	Est. Cost of "Preservation" Repairs	Percentage of Total Cost	Portion of the Total \$1,134,375 Pre-Dev. Costs Eligible for CPA Funding
Seabeds	\$8,389,110*	\$1,692,700*	20%	\$123,397
Cook	\$7,998,758*	\$1,830,564*	23%	\$117,655
Totals	\$16,387,868*	\$3,523,264*	21.5%	\$241,052

**All numbers are direct cost estimates in 2022 dollars. They do not include mark-up for contingency, general conditions & future construction cost escalation.*

Note: This application enables the Community Preservation Committee to review the request to access eligibility. You shall be notified by January 1 of your eligibility. If eligible you will be requested to supply additional information by February 1.



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

MEETING DATE: 2/28/2023

Agenda Item	Citizens Petition – Single Use Plastic Bags
Presenter(s)	Robert Fernandez, Lead Petitioner Kathy Riaz, Petitioner

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Fernandez and Ms. Riaz will discuss the citizens petition filed to prohibit single use plastic check out bags in Needham.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A - Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a. Citizens Petition	

ARTICLE X: CITIZENS PETITION

To see if the Town will vote to amend the General By-laws by adding a new Section 3.12 to read as follows:

SECTION 3.12: PLASTIC BAGS

3.12.1 Definitions.

The following words shall, unless the context clearly requires otherwise, have the following meanings:

- (a) "Department" means the Town of Needham Public Health Department.
- (b) "Health Agent" shall mean the Director of Health and Human Services or his/her designee.
- (c) "Checkout bag" means a carryout bag provided by a retail establishment to a customer at the point of sale for the purpose of transporting groceries, prepared food, or retail goods. "Checkout bag" shall not include:
 - (i) a paper bag provided by a pharmacy to a customer purchasing a prescription medication;
 - (ii) a bag without handles in which loose produce or products are placed by a consumer to deliver such items to the point of sale or checkout area of a retail establishment;
 - (iii) a bag without handles that is used to protect items from damaging or contaminating other items, (e.g. raw meats, wine bottles);
 - (iv) laundry or dry-cleaner bags;
 - (v) plastic newspaper sleeves;
 - (vi) a bag used solely to contain live animals, such as fish or insects sold in a pet store or bait shop;
 - (vi) a bag used to contain unwrapped food, (e.g. deli meats).
- (d) "Recyclable Paper Bag" means a paper bag that is 100% recyclable and contains at least 40% post-consumer recycled content, and displays in a visible manner on the outside of the bag (1) the word "recyclable" or a symbol identifying the bag as recyclable and (2) a label identifying the bag as being made from post-consumer recycled content and the percentage of post-consumer recycled content in the bag.
- (e) "Reusable Checkout Bag" means (1) a sewn bag with handles that are stitched and not heat fused that is (2) specifically designed and manufactured for at least 175 uses and that (3) can carry 25 pounds over a distance of 300 feet; (4) is made of either (a) natural fibers (such as cotton, hemp, linen) or other machine washable fabric; or (b) made of plastic other than high-density polyethylene (HDPE), low density polyethylene (LDPE), linear low density polyethylene (LLDPE), polyvinyl chloride (PVC), polyethylene terephthalate (PET), polypropylene, etc. that is durable, non-toxic, and generally considered a food grade material.

- (f) "Retail Establishment" shall mean any business facility that sells goods directly to the consumer whether for or not for profit in the Town of Needham including, but not limited to retail stores, restaurants, pharmacies, food or ice cream truck, convenience, grocery stores, supermarket, liquor stores, seasonal and temporary businesses.
- (g) "Single-Use Plastic Checkout Bags" shall mean those bags typically with handles, constructed of high-density polyethylene (HDPE), low density polyethylene (LDPE), linear low density polyethylene (LLDPE), polyvinyl chloride (PVC), polyethylene terephthalate (PET), or polypropylene (other than woven and non-woven polypropylene fabric) that is not a Reusable Checkout Bag.

3.12.2 Regulated Conduct.

- (a) No Retail Establishment in the Town of Needham shall provide or sell a Single-Use Plastic Checkout Bag to a customer.
- (b) If any Retail Establishment provides or sells a Checkout Bag to customers, the bags must be one of the following:
 - 1. Recyclable Paper Bag; or
 - 2. Reusable Checkout Bag.
- (c) Each Retail Establishment as defined herein shall comply with this section.

3.12.3 Effective Date.

This by-law shall take effect on January 1, 2024 for Retail Establishments with retail space of 3,500 square feet or larger, or with at least two locations under the same name within the Town of Needham with retail space that totals 3,500 square feet or larger. This by-law shall take effect on July 1, 2024 for all Retail Establishments less than 3,500 square feet.

3.12.4 Penalties and Enforcement.

- (a) Needham Public Health Department and its Health Agent shall have the authority to administer and enforce this by-law.
- (b) Fines. Any Retail Establishment which violates any provision of this section will be liable for a fine as follows: First offense, warning; second offense, \$100.00; third offense, \$200.00; fourth and subsequent offenses, \$300.00. Each day a violation occurs shall constitute a separate offense. Multiple violations on the same day shall constitute a single offense.

3.12.5 Regulations.

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

3.12.6 Severability.

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

Or take any other action relative thereto.

INSERTED BY: Robert Fernandez, et.al.

FINANCE COMMITTEE RECOMMENDS THAT:

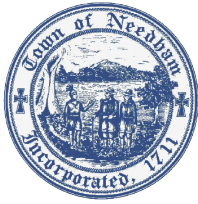
Article Information: Every year, the United States produces between 40 - 50 million tons of plastic waste. Much of this waste comes from single-use plastic items. Single-use plastic items are used once, for a short period of time and disposed of quickly; but they leave a legacy of pollution for generations to come.

Most single-use plastic shopping bags are not recyclable. Instead, they will either be buried in a landfill, burned in an incinerator, or scattered throughout the environment. Plastic checkout bags have a significant impact on the marine and terrestrial environment, including but not limited to: 1) harming animals through ingestion and entanglement; 2) polluting and degrading parks and ecosystems ; 3) clogging storm drainage infrastructure; 4) creating a burden for solid waste disposal and recycling facilities; 5) requiring the use of non-renewable fossil-fuel in their composition 5) breaking down into microplastics which pollute drinking water and have negative effects on human health.

Many single-use items are unnecessary because we have reusable alternatives. The best way to solve the plastic pollution crisis is to reduce the amount of plastic we produce. One way we can do that is by phasing out needless single-use plastic items like bags. By banning these items, we can lower demand for plastic, limit plastic pollution, and help create a culture of reuse.

The purpose of this Bylaw is to protect the Town's unique natural beauty and reduce the Town's plastic waste. The Bylaw will end the use of single-use plastic checkout bags that are being distributed, used, discarded and littered, and promote the use of reusable checkout bags in the Town of Needham.

To supplement the Bylaw, it is recommended that the Select Board pursue a Home Rule Petition to impose a paper bag consumption fee. Unlike cities, towns are not permitted to institute retailer-based fees in the Commonwealth. With approval from the state legislature, the Town would direct Retail Establishments to charge customers for the use of a paper shopping bag.



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

MEETING DATE: 2/28/2023

Agenda Item	Castle Farm/484 Charles River Street Project
Presenter(s)	Jack Dawley, President, Northland Residential

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Mr. Dawley will provide the Board with an update on the status of the Castle Farm – 484 Charles River Street project and will request the Board’s approval of a Development Agreement and Purchase & Sale Agreement. Mr. Dawley will also speak to the request for the Town to confirm the property lines separating the Town property located at 0 Charles River Street containing 29.7 acres from the two 3-acre lots on Charles River Street owned by the Charles H.W. Foster 200 Trust.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: MOVED that the Select Board authorize the Town Manager to execute the Development Agreement and Purchase and Sale Agreement with Northland Residential Corporation.	
3.	BACK UP INFORMATION ATTACHED
a. Castle Farm – 484 Charles River Street, Neighborhood Meeting, January 18, 2023 PPT b. Development Agreement & Purchase & Sale Agreement to follow under separate cover.	

Castle Farm – 484 Charles River Street

Neighborhood Meeting
January 18, 2023

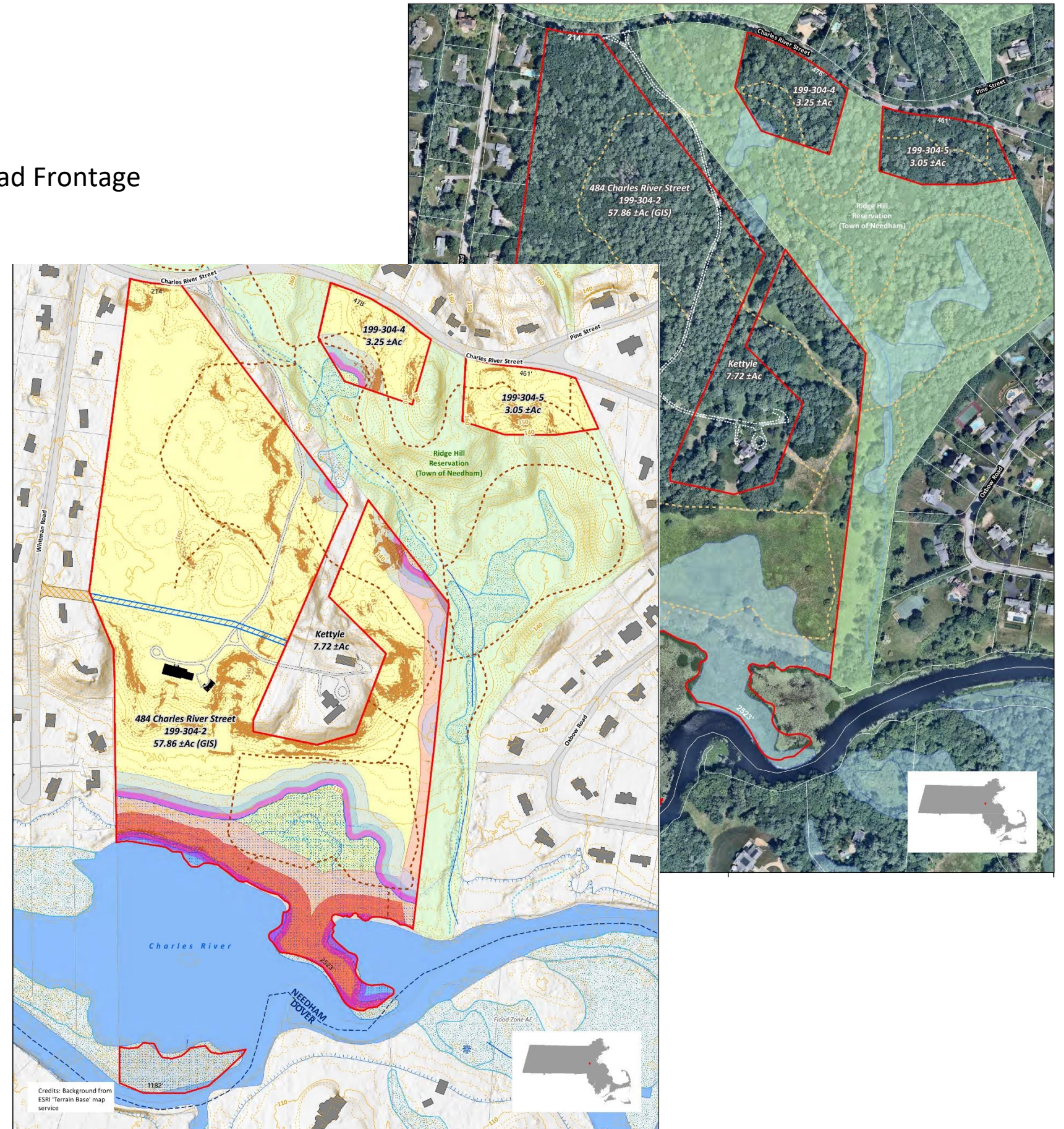


CASTLE FARM

Property Description & Characteristics

Three Parcels Totaling 64.16+/- acres & 1,153' of Charles River Road Frontage

- Charles River Street Parcel #1
 - 3.25 +/- acres w 478' of road frontage
- Charles River Street Parcel #2
 - 3.05 +/- acres w 461' of road frontage
- Main Parcel
 - 484 Charles River Street
 - 57.86 +/- acres with 214' of road frontage
 - Charles River frontage = 2,523' +/-
 - Improved with ~ 10,194 sf circa 1900 home and outbuildings
- Zoning:
 - Rural Residence – Conservation (RRC)
 - Min Lot Size – 1 acre w 150' of frontage
 - As-of-right land use = 20-25 single family lot subdivision
- Utilities:
 - Public sewer, water, natural gas, and electric
- Context:
 - Abuts the **Ridge Hill Reservation**, a 225 acre Town owned conservation property, and
 - The **Whitman Road Neighborhood**



CASTLE FARM

TO-DATE:

- **EARLY/MID-2022: CASTLE FARM LISTED FOR SALE**
- **MULTIPLE OFFERS ENTERTAINED**
- **NORTHLAND RESIDENTIAL'S OFFER INCLUDED LIMITING THE DEVELOPMENT AREA & WORKING WITH THE TOWN TO PRESERVE A SIGNIFICANT PORTION OF THE LAND**
- **THE OCTOBER 24, 2022 SPECIAL TOWN MEETING VOTED TO AUTHORIZE THE TOWN TO PURCHASE A PORTION OF THE LAND**
- **NORTHLAND RECENTLY SIGNED A PURCHASE AND SALE AGREEMENT WITH THE SELLERS**

NEXT STEPS:

1. **THE NEGOTIATION OF A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND NORTHLAND OUTLINING THE RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES**
 - The Development Agreement will be discussed by the Select Board in open session with public input and comment.
2. **ONCE THE DEVELOPMENT AGREEMENT IS FINALIZED NORTHLAND WILL COMPLETE ITS DUE DILIGENCE AND APPLY FOR STATE APPROVAL AND LOCAL PERMITS**
 - Northland will file an ANR Subdivision Plan to subdivide the two 3-acre parcels into 5 single family lots, in order to finance the acquisition of the parcels from the family Trust in March 2023.
 - Northland will file for a Comprehensive Permit from the Zoning Board of Appeals (ZBA) and the ZBA will hold public hearings and encourage resident input (Summer/Fall 2023).



Riverside Meadow areas proposed to be added to the Town's Ridge Hill Reservation

CASTLE FARM

The Project:

1. Preserve 34 acres from development:

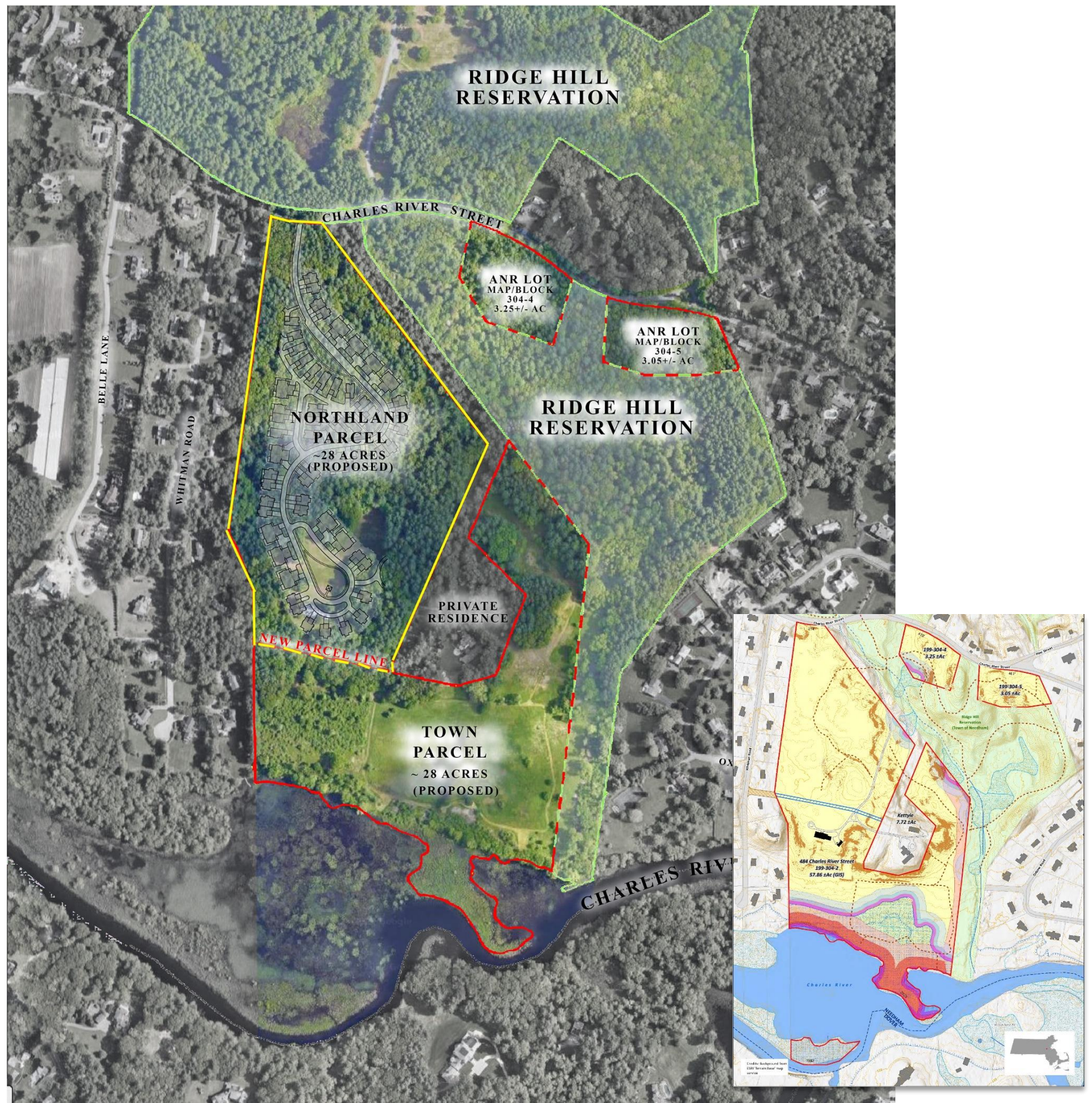
- Charles River Street Parcel #1 *
 - 3.25 +/- acres w 478' of road frontage
- Charles River Street Parcel #2 *
 - 3.05 +/- acres w 461' of road frontage
- Main Parcel *
 - 28 +/- acres
 - 2,523' +/- of Charles River frontage

2. Construct a 70-Unit age-directed clustered townhouse neighborhood on the remaining 28 acres:

- A Local Initiative Project
- Development to include its own 'Open Space' provision to buffer conservation land and existing residences

*

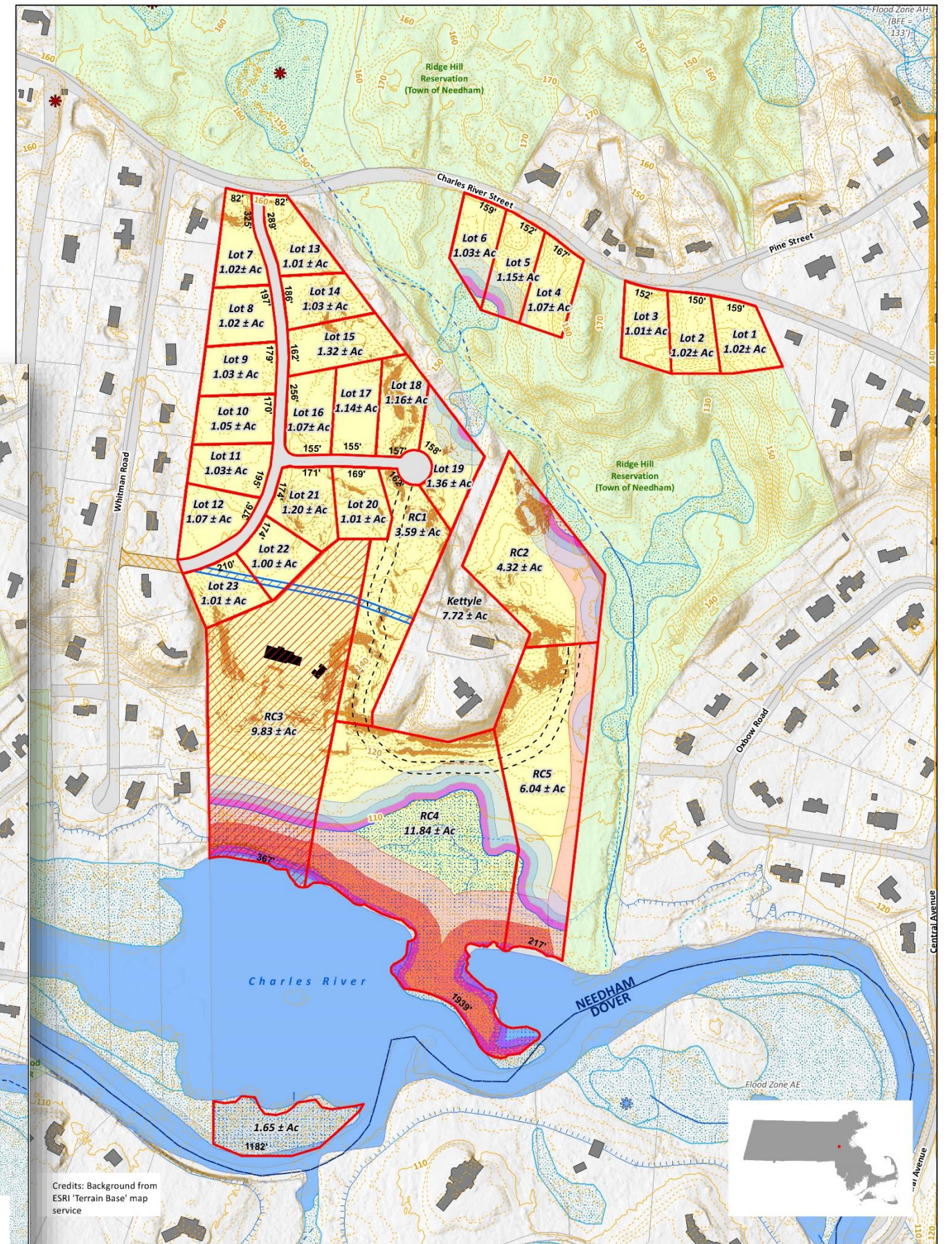
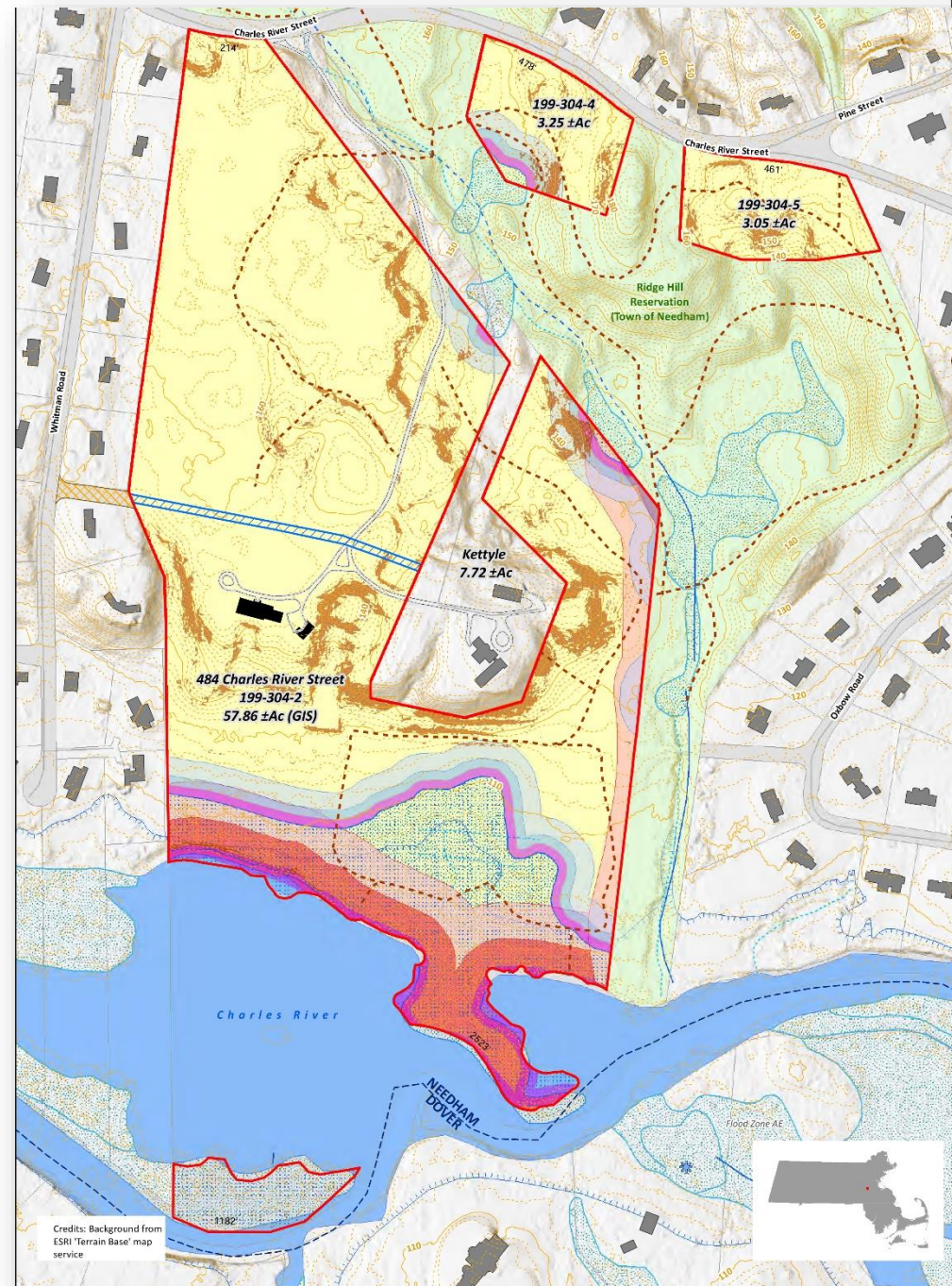
- **The October 24, 2022 Special Town Meeting voted to authorize the Town to purchase a portion of the land and the Select Board to borrow funds to secure the purchase.**
- **\$2.5 million in Town funding toward the \$21 million total purchase price.**



CASTLE FARM: Site Analysis and As-Of-Right Scenarios

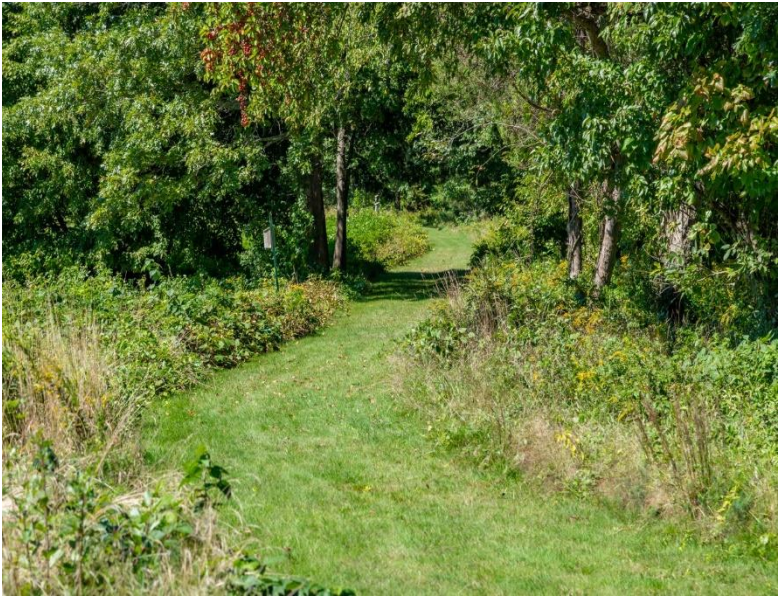
Zoning:

- Rural Residence – Conservation (RRC)
 - Min Lot Size – 1 acre w 150' of frontage
- As of right land use – 20 – 25 single family lot subdivision
- Charles River Street Parcel #1
 - 3 Lots
- Charles River Street Parcel #2
 - 3 lots
- Main Parcel
 - 18-22 Lots
- No open space / Public Access



CASTLE FARM

Site Views & Conservation Goals



Riverside Meadow and Paths

CASTLE FARM

Development Area

Concept Plan

70-Unit age-directed clustered townhouse neighborhood

Shown:

- 70 units total
 - 22 Single Family-Style homes
 - 48 Duplex-Style attached homes
- All homes have 2-car garages and main-floor primary bedrooms.
- Two village greens.
- Significant perimeter setbacks and open space.
- Gated emergency access via existing driveway.



CASTLE FARM

Precedent / Character images

Duplex Homes

- Cottage Style
- 3-5 Unit Types
- Trim-Package / Color Variety



VIGNETTE



VIGNETTE

SCHEMATIC ARCHITECTURE

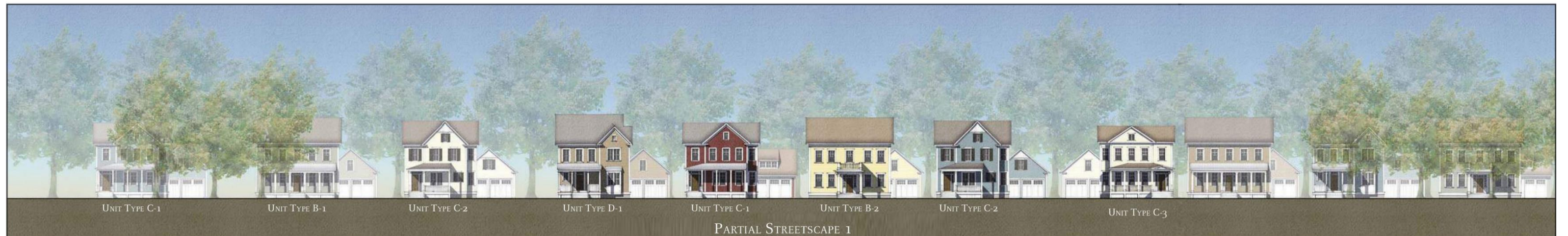


CASTLE FARM

Precedent / Character images

Single Family Homes

- Traditional Neighborhood Design Principles
- Village Green Inspired
- 3-5 Unit Types
- Trim-Package / Color Variety



CASTLE FARM

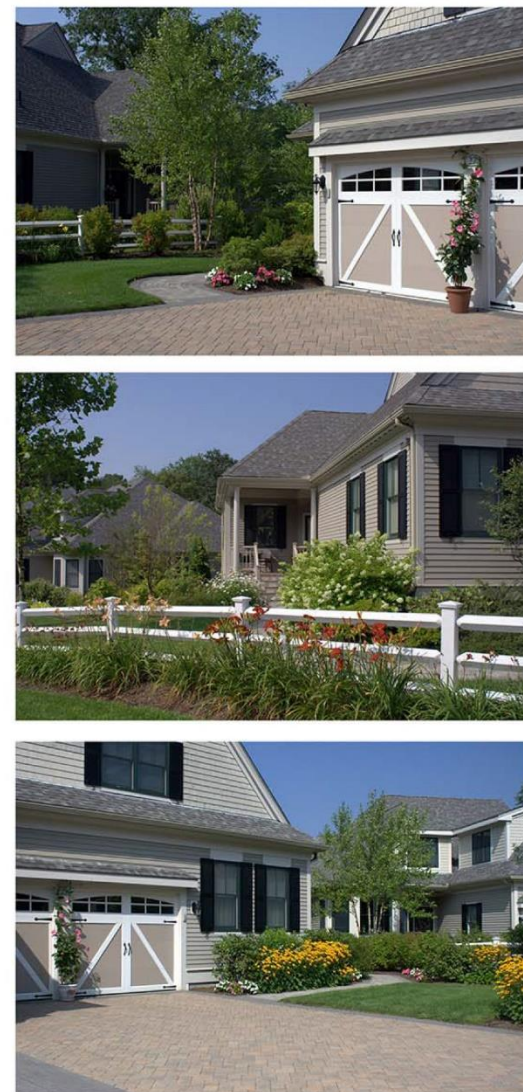
Precedent / Character Images

Streetscape and Landscape Character

- Village Green and Community Spaces
- Sidewalk and Path Connections
- Private Decks, Porches, and Patio Gardens



STREETSCAPES



LANDSCAPING



CASTLE FARM

NORTHLAND RESIDENTIAL CORPORATION:

45-year legacy of creating exceptional residential communities

Core business:
creating “empty-nester”
townhouse communities by
employing Age-Targeted by
Design principles



The Woodlands at Belmont Hill, Belmont, MA

Long history of creating award-winning condominium communities including:

The Woodlands at Belmont Hill, Belmont, MA

111 Townhomes located within the McLean Hospital campus

The Villages at Brookside, Bourne, MA

232 Townhomes clustered along a Cape Cod golf course

The Residences at Black Rock, Hingham, MA

52 condominium homes in a Country Club Community

Dorset Park, Weymouth, MA

24 Traditional Neighborhood Design- Style Homes

Fieldstone Way, Wellesley, MA

44 Townhomes permitted under Chapter 40B

The Villages at Seven Springs, Burlington, MA

90 Townhomes with an affordable component

Duxbury Woods, Duxbury, MA

38 Townhomes permitted under Chapter 40B

Woodmere at Brush Hill, Milton, MA

36 Townhomes with an affordable component

Wolcott Woods, Milton, MA

54 Age-restricted Townhomes with conservation lands



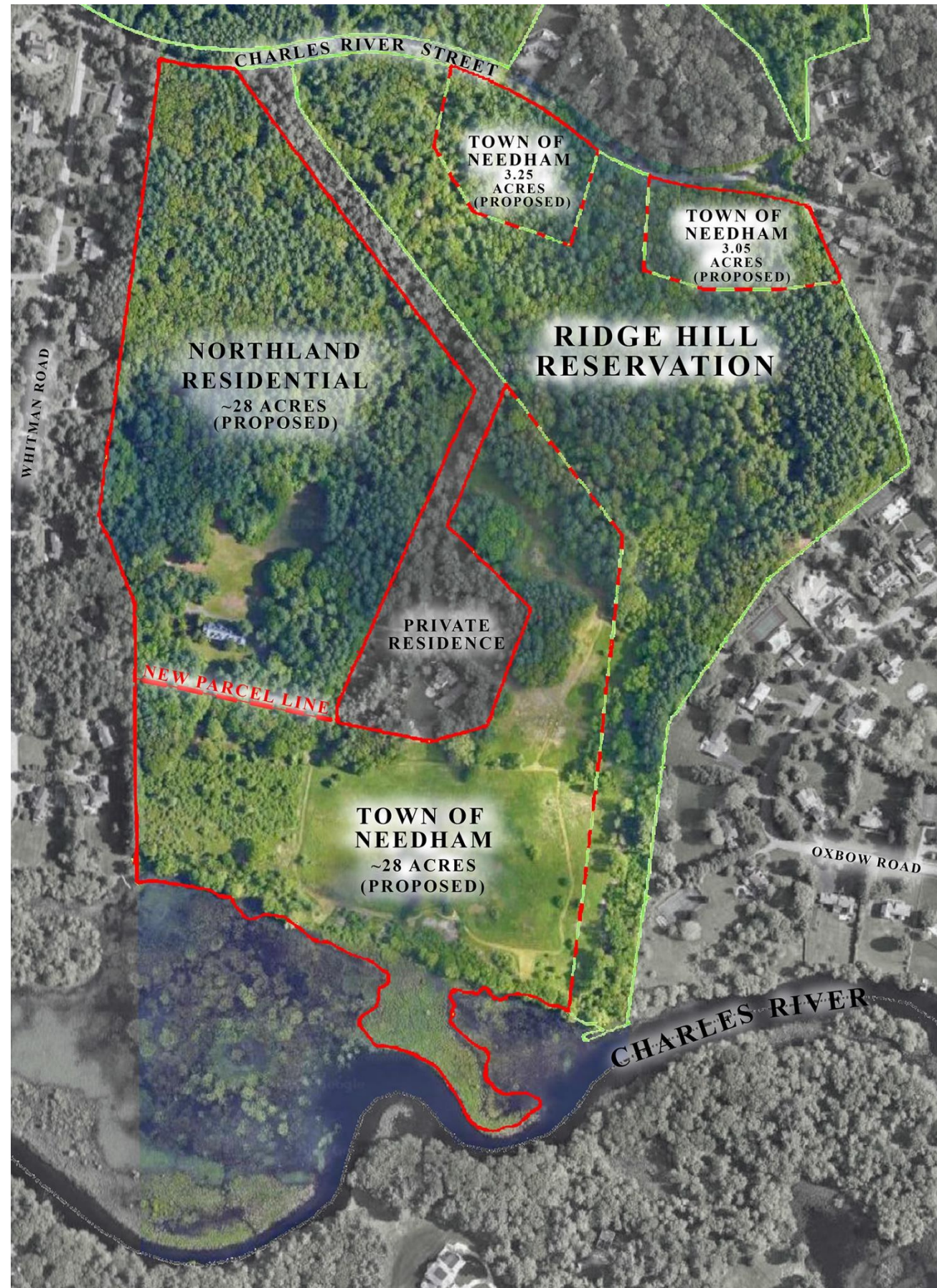
NORTHLAND
RESIDENTIAL

RYAN ASSOCIATES

CASTLE FARM

NEXT STEPS / SCHEDULE

- **DEVELOPMENT AGREEMENT
(SELECT BOARD)**
– Early to mid-February
- **PERMIT FILINGS (ZBA)**
– July
- **PUBLIC HEARINGS**
– August – November
- **LAND TO TOWN**
– Q1 – 2024
- **CONSTRUCTION**
– Q2 – 2024



**THANK
YOU!**

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of [REDACTED], 2023 (the “Effective Date”) is made by Northland Residential Corporation, a Massachusetts corporation and/or its designee (“Northland”) and the Town of Needham, a municipal corporation of the Commonwealth of Massachusetts (the “Town”), acting by and through its Select Board. The Town and Northland are hereinafter collectively referred to as the “Parties.”

Reference is made to the following facts:

- A. Northland entered into a Purchase and Sale Agreement with an effective date of December 1, 2022 (as may be amended, the “Northland PSA”), a copy of which is attached hereto as Exhibit A, to purchase a property known as Castle Farm and located at 0 and 484 Charles River Street in Needham, Massachusetts (the “Property”);
- B. The Property consists of three separate parcels of land: (i) 484 Charles River Street (Assessors’ Parcel 199-304-2), containing approximately 55.8 acres (the “House Lot”); (ii) 0 Charles River Street (Assessors’ Parcel 199-304-4), containing approximately 3.02 acres; and (iii) 0 Charles River Street (Assessors’ Parcel 199-304-5), containing approximately 3.05 acres (Assessors’ Parcels 199-304-4 and 199-304-5 are hereinafter collectively referred to as the “ANR Lots”) each as more particularly described on Exhibit B-1 and Exhibit B-2 attached hereto and with each such description having been confirmed by the Town and Seller (defined below) pursuant to the Agreement entered into on _____, 2023 (the “Property Line Agreement”), a copy of which is attached hereto as Exhibit C.
- C. Northland intends to acquire the Property, subject to the Northland PSA, in order to implement a clustered land use development plan upon the Property involving (i) the development of a residential project consisting of seventy (70) townhome condominium units as further described herein (the “Cluster Development Plan”) on an approximately twenty-eight and eight-tenths (28.8) acre portion of the House Lot (the “Northland Parcel”) shown as “Lot 1” on Exhibit D and (ii) the conveyance to the Town of Needham of approximately thirty-three (33) acres of land, consisting of the ANR Lots and the remaining approximately twenty-seven (27) acres of the House Lot shown as “Parcel A” on Exhibit D (the “Town Parcel”), as authorized by a vote of Needham Town Meeting on October 24, 2022 (the “Town Meeting Authorization”);
- D. Under the terms of the Northland PSA, Northland intends to acquire the Property in two installments. On the date of the first installment closing, Northland will purchase the ANR Lots pursuant to the terms of the Northland PSA. On the date of the second installment closing, Northland will purchase the House Lot pursuant to the terms of the Northland PSA. The Northland PSA was structured in this manner to provide the seller (“Seller”) with a portion of the purchase price set forth in the Northland PSA (the amount attributable to ANR Lots) before Northland obtains all permits and approvals needed to construct the Cluster Development Plan, which is a condition of Northland’s closing on the remainder of the Property (the House Lot);
- E. To facilitate Northland’s capitalization and acquisition of the ANR Lots, prior to purchasing the ANR Lots, Northland intends to record a so-called “Approval Not Required” plan pursuant to M.G.L. c.41, §81P with the Norfolk County Registry of Deeds (the “Registry”), dividing the two ANR Lots into a total of five (5) legal lots (the

“Northland ANR Lots Plan”) as depicted on the plan titled “A.N.R. Plan of Land” prepared by Merrill Engineers and Surveyors, dated February 9, 2023, a copy of which is attached as Exhibit E. Northland intends to hold the ANR Lots in their current undeveloped state, and convey them to the Town in that form, upon its acquisition of the House Lot. With the exception of recording the Northland ANR Lots Plan, provided Northland purchases the House Lot pursuant to the Northland PSA, Northland does not intend to develop the ANR Lots;

- F. Prior to and as a condition of purchasing the House Lot, Northland intends to obtain all necessary final and effective permits and approvals as further detailed in Section 2 of this Agreement (collectively, the “Development Approvals”), in order to demolish the existing buildings and improvements presently located on the Property and to develop the Cluster Development Plan as conceptually shown on a plan titled Castle Farm Parcels, Open Space Concept Plan, dated December, 1 2022 attached hereto as Exhibit F (the “Concept Plan”);
- G. Upon purchasing the House Lot, Northland intends to convey the Town Parcel and the ANR Lots to the Town for Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) (the “Purchase Price”) pursuant to the Town Meeting Authorization and in accordance with the terms of the Town PSA (defined below); and
- H. The Town and Northland mutually agree to enter into this Agreement to formalize the agreement between the Parties.

NOW THEREFORE, in consideration of the mutual commitments of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, on behalf of themselves, their successors and assigns, hereby covenant and agree as follows:

1. Purchase and Sale Agreement for the Town Parcel and ANR Lots. Upon execution of this Development Agreement, Northland and the Town shall simultaneously execute the purchase and sale agreement attached hereto as Exhibit G for the sale by Northland to the Town of the Town Parcel and ANR Lots for the Purchase Price, contingent on Northland’s purchase of the Property and in accordance with the Town Meeting Authorization (the “Town PSA”).
2. Development Approvals. Pursuant to the Northland PSA, Northland’s obligation to purchase the House Lot (and to sell the ANR Lots and the Town Parcel to the Town) is contingent upon Northland having obtained all of the Development Approvals necessary to actually obtain a building permit to finance and construct the Cluster Development Plan on the Northland Parcel. For purposes of this Agreement, the Development Approvals consist of all final and effective governmental approvals, variances, entitlements and the like including, without limitation and to the extent required, the Northland ANR Lots Plan and Town Parcel Plan (defined herein) endorsed by the Needham Planning Board, a Site Eligibility Letter from Massachusetts Department of Housing and Community Development (“DHCD”) or other applicable state subsidized housing agency, a Local Initiative Program (“LIP”) application to DHCD or other applicable state subsidized housing agency, an Order of Conditions from the Needham Conservation Commission, review and certification(s) pursuant to the Massachusetts Environmental Policy Act and regulations (“MEPA”), a sewer connection permit from the Town of Needham or MWRA, and a Comprehensive

Permit pursuant to M.G.L. c.40B, §§20-23 from the Needham Zoning Board of Appeals, such that Northland may elect in its sole discretion to proceed with the development of the Cluster Development Plan.

- a. The Northland ANR Lots Plan. Northland may record the Northland ANR Lots Plan with the Registry in order to capitalize its acquisition of the ANR Lots. Accordingly, within sixty (60) days of the Effective Date, Northland shall submit the Northland ANR Lots Plan dividing the two (2) ANR Lots into up to five (5) lots of sufficient size to satisfy the Town of Needham Zoning By-law's current minimum lot size and frontage requirements to the Planning and Community Development Department for endorsement of the Planning Board, which, following endorsement, Northland may cause to have recorded with the Registry.

Upon acquisition of the ANR Lots, Northland shall maintain the ANR Lots in their current undeveloped state pending their sale to the Town. During this time, with the exception only of recording the Northland ANR Lots Plan with the Registry, Northland shall not take any affirmative steps to develop the ANR Lots for residential purposes or otherwise (e.g., filing for any permits or approvals authorizing development of, or construction on, the ANR Lots) until it conveys the ANR Lots to the Town, or the Agreement is terminated per Section 8 of this Agreement.

In the event either of the Parties terminates this Agreement pursuant to the terms hereof following Northland's acquisition of the ANR Lots, the Town shall have the exclusive option to purchase the ANR Lots from Northland for Five Million Dollars (\$5,000,0000), which is the same price paid by Northland to the Sellers, during the Exclusive Option Period (defined below). This option may be exercised by the Town within ninety (90) of the date of termination of this Agreement (the "Exclusive Option Period"). The Parties acknowledge that this option to purchase is a failsafe provision to allow for protection of the ANR Lots in their current undeveloped state in the event the Parties, despite best efforts, are not able to complete the acquisition of the entire Property on the terms otherwise set forth in this Agreement. Notwithstanding the foregoing, during the Exclusive Option Period, Northland may prepare plans and submit applications to the Town or other government authority for a building permit or any other approval required to construct a single-family residential home on each of the five (5) lots following the final date of the Exclusive Option Period.

Nothing contained in this section is intended to affect the terms of the Town's acquisition of the Town Parcel and ANR Lots as detailed in Section 3, below. The provisions of this Section 2(a) shall survive any termination of this Agreement for the duration of the Exclusive Option Period.

Upon the expiration of the Exclusive Option Period or delivery of written notice that the Town does not intend to exercise its option to purchase the ANR Lots, whichever occurs sooner, Northland shall, at its discretion, be entitled to develop any and all of the lots as depicted on the endorsed Northland ANR Lots Plan.

- b. The Town Parcel Plan. Northland has prepared a draft of a so-called "Approval Not Required" plan dividing the House Lot into two lots as shown on Exhibit D

(the “Town Parcel Plan”) as the “Town Parcel” (comprised of approximately twenty-seven (27) acres of land) and the “Northland Parcel” (comprised of approximately twenty-eight and eight-tenths (28.8) acres of land). Given that the Town Parcel does not have frontage on a way, it is shown on the Town Parcel Plan as “not a buildable lot” in order to make the plan eligible for endorsement pursuant to M.G.L. c.41, §81P.

Upon execution of this Agreement, Northland shall finalize, file and obtain the endorsement of the Town Parcel Plan by the Needham Planning Board.

To the extent revisions to the Town Parcel Plan are necessary to obtain endorsement pursuant to M.G.L. c.41, §81P, the Parties shall cooperate on such revisions subject to the principle that the Town and Northland shall each be entitled to approximately 50% of the area of the House Lot. The Parties shall therefore cooperate on the placement of any new property line dividing these two lots to ensure that the area of each is, to the greatest extent practicable, equal.

- c. Project Eligibility Letter Application. Upon entering into this Agreement, the Select Board and Town Manager shall cooperate with Northland in the preparation, review and completion of a LIP Project Eligibility Letter application for the Cluster Development Plan which the Town Manager shall, within sixty (60) days of the Effective Date, submit to the DHCD for review and approval. Cooperation by the Town shall include, without limitation, signing the DHCD LIP application for the seventy (70) townhome condominium units Cluster Development Plan, providing a letter of support for the application, and timely responding to any questions and comments from DHCD in the course of its review. To the extent the DHCD review process presents unanticipated issues relative to issuance of a Project Eligibility Letter, the Parties agree to work collaboratively, within the limits of their respective resources and abilities, to resolve such issues in furtherance of the development of the Cluster Development Plan.
 - d. Status Updates: Within five (5) business days of the date on which Northland receives written notice from the Town, which may come in the form of electronic mail, requesting a list of all outstanding Development Approvals and the current status for each, Northland shall provide the Town with a such a list and status update.
3. Conveyance of the ANR Lots and Town Parcel. Upon Northland acquiring the entire Property, Northland shall convey the Town Parcel and ANR Lots to the Town for the Purchase Price pursuant to the Town PSA.
 4. Conservation Restriction on ANR Lots. As soon as practically feasible following the conveyance by Northland of the ANR Lots and the Town Parcel to the Town, the Town shall prepare, review with the Massachusetts Executive Office of Energy and Environmental Affairs (“EEA”) and ultimately record a conservation restriction on the ANR Lots (a “Conservation Restriction”) for the benefit of an entity qualified under Massachusetts law to enforce the Conservation Restriction providing that the ANR Lots shall be maintained in their current, natural, scenic and open condition, on the same terms as detailed in the Declaration of Restrictions attached to the Town PSA. Notwithstanding the foregoing, the Town shall cause the Conservation Restriction to

be recorded with the Registry on or before the date that is twelve (12) months following the date on which Northland conveys the ANR Lots and the Town Parcel to the Town. This date to record the Conservation Restriction may be extended by Northland only if, despite the Town's diligent efforts, the EEA has not yet granted final approval of the Conservation Restriction.

5. The Cluster Development Plan. The Cluster Development Plan shall consist of seventy (70) residential condominium units, developed in a combination of triplexes, duplexes and single unit buildings. Conceptual site and architectural plans reflecting the general configuration and details of the Cluster Development Plan shall be developed and finalized in the course of review of the Cluster Development Plan plans and specifications by the Needham Zoning Board of Appeals ("ZBA") and, ultimately, in the issuance by the ZBA of a Comprehensive Permit pursuant to M.G.L. c.40B, §§20-23 and shall consist of, among other things, the following:
 - a. *Affordable Housing Units.* Five percent (5%) of the units, rounded up, within the Cluster Development Plan shall be constructed onsite and designated as affordable units (the "Affordable Units"), available to eligible households earning no more than 80% of Area Median Income such that these Affordable Units count upon the Town's Subsidized Housing Inventory as "SHI Units". The Affordable Units shall consist of a mix of two- and three-bedroom homeownership units in accordance with applicable DHCD policy and requirements.
 - b. *Access.* Access to the Cluster Development Plan shall be provided via a new private access driveway from Charles River Street east of Whitman Road as shown conceptually on Exhibit F. The new private access driveway shall include a connection to the existing common driveway located upon the Property to provide for emergency access/egress only, inclusive of the placement of a fire access gate, designed and located with input from the Needham Fire Department and which shall be reflected on the plans approved by the ZBA in granting a Comprehensive Permit for the Cluster Development Plan.
 - c. *Water & Sewer.* The Parties agree to cooperate in facilitating access and the provision of municipal services for the Cluster Development Plan. The Town acknowledges the following: (i) there is a municipal water service connection to serve the Cluster Development Plan that ties in at (a) the municipal line within Charles River Street and (b) the existing service line currently servicing the Property, which runs from Whitman Road to the Property; and (ii) there will be sewer service to the Cluster Development Plan provided by reservation of an easement for a new sewer line connection across the Town Parcel from the Northland Parcel to allow for a connection to the existing municipal and/or MWRA sewer lines located along the Charles River.
 - d. *Traffic.* As part of the Comprehensive Permit filing to the ZBA for the Cluster Development Plan, Northland shall prepare a traffic impact analysis ("TIA") that includes analysis of (a) the traffic impacts that are associated with the Cluster Development Plan, (b) traffic conditions along Charles River Street and (c) site line distances at the Cluster Development Plan access road curb cut at Charles River Street. Northland agrees to complete, at its sole cost and expense, the traffic and pedestrian improvements specified in the TIA. The design of these improvements

may be reviewed in the course of the Comprehensive Permit review process by an independent traffic engineer hired on behalf of the ZBA to ensure the adequacy of these improvements to maintain safe traffic conditions along the corridor and provide for safe travel by residents, employees and visitors of the Cluster Development Plan.

- e. *Neighborhood Buffers.* The Cluster Development Plan shall include the following buffer areas which shall be largely free from clear cutting of trees except as specifically required for such items as road layout, stormwater management, or provision of underground utilities. Such buffer areas shall be setback areas that, as may be conditioned by the Development Approvals, are further specified to be kept in a well maintained, wooded condition with (i) invasive species controlled, (ii) deadwood removed, and (iii) new supplemental planting established to maintain and enhance vegetated screening of the Cluster Development Plan from abutting properties.
 - i. **Buffer from Charles River Street:** There shall be a two hundred (200) foot buffer area established between the shared boundary line of the layout of Charles River Street and the Northland Parcel and any new buildings included as part of the Cluster Development Plan. Within this two hundred (200) foot buffer area, Northland may construct the proposed access drive.
 - ii. **Buffer from the Whitman Road Neighborhood:** There shall be a one hundred (100) foot buffer area established between the shared common property line between any existing residential lot and any improvements included as part of the Cluster Development Plan.
 - iii. **Buffer from Kettyle Lot:** There shall be a one hundred twenty (120) foot buffer established along the shared property line that separates the Northland Parcel from the Kettyle Lot as such shared property line is shown on the concept plans.

Except as supplemented by additional landscaping, these buffer areas shall be land left in its natural state suitably landscaped and maintained in harmony with the terrain of the site, its environs and character of the surrounding neighborhood except as provided herein. Northland shall use commercially reasonable efforts to minimize the amount of clearing performed in connection with any of the work or improvements allowed within the buffer areas such as road layout, stormwater management, or provision of underground utilities.

With the exception of the proposed access drive in the buffer from Charles River Street, these buffer areas shall not be used for parking or roadways, but may include permeable paths and walkways. The buffer areas may be used for passive outdoor recreational purposes and for the installation and maintenance of underground utility services and for the coursing or temporary retention of storm drainage, which may require grading work. No structures shall be erected or maintained in a buffer area except as may be reasonably necessary for and incidental to the use of the buffer area as approved by the Zoning Board of Appeals, such as lampposts, benches, distribution panels or boxes, small sheds, stone landscape or retaining walls and decorative fences.

- f. Modifying the Cluster Development Plan or Concept Plan: Pursuant to Section 12 of this Agreement, the Parties must amend this Agreement (i) to increase the overall number of units, (ii) to decrease the minimum percentage of affordable units, (iii) to relocate the proposed access from Charles River Street, or (iv) to make any other material change to the Cluster Development Plan or Concept Plan not otherwise authorized or required by the Development Approvals.
6. Town Authority. Nothing contained in this Agreement shall limit, control, or affect the authority of any other Town board, commission, department or official to carry out their respective powers and duties, or to decide upon and issue, deny, and/or condition applicable permits and other approvals within their jurisdiction in connection with review of the Cluster Development Plan, the Northland ANR Lots Plan, or any other approval within the jurisdiction of the Town. Notwithstanding the foregoing, Northland reserves the right to terminate this Agreement as set forth in Section 8, below.
7. Term. The term of this Agreement shall commence on the Effective Date and end on the date on which a final certificate of occupancy is issued by the Town for the Cluster Development Plan, unless sooner terminated pursuant to the terms hereof (the "Termination Date"). The Parties agree to execute a notice of termination of this Agreement (the "Termination of Notice of Contract") and record the Termination of the Notice of Contract with the Registry within five (5) business days of the Termination Date. The form of Termination of Notice of Contract is attached hereto as Exhibit H.
8. Termination. This Agreement shall terminate and no longer be of force or effect in the following circumstances:
- (i) the Parties fail to enter into the Town PSA pursuant to this Agreement; or
 - (ii) Northland delivers a written termination notice to the Town notifying the Town of its termination of the Northland PSA with respect to the purchase of Property, the ANR Lots or the House Lot portion thereof; or
 - (iii) Northland delivers a written termination notice to the Town notifying them of its termination of the Northland PSA and any of the following:
 - a. Northland concludes that, despite its diligent and good faith efforts, it is unable or unlikely to timely secure any of the Development Approvals necessary to construct the Cluster Development Plan pursuant to the Northland PSA;
 - b. Any appeal has been made of one of the Development Approvals;
 - c. Northland concludes that any of the terms and conditions imposed by the Development Approvals presents a material impediment to the successful planning, financing, development or operation of the Cluster Development Plan; or
 - d. Northland concludes that it will be unable to secure financing for the Cluster Development Plan subject to terms and conditions reasonably acceptable to Northland.

In the event Northland has already acquired the ANR Lots pursuant to the Northland PSA prior to any termination of this Agreement, it shall have no further obligation to sell the ANR Lots to the Town beyond the Exclusive Option Period provided for in Section 2.a above, which shall survive termination of this Agreement.

9. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, then the remaining terms, covenants, conditions and provisions of this Agreement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties to this Agreement, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the Parties. The Parties hereby consent to jurisdiction of the courts of the Commonwealth of Massachusetts sitting in the County of Norfolk.
10. Assignment. This Agreement shall not be assigned by either of the Parties except as set forth herein.
 - a. *Assignment by Northland.* Prior to the acquisition of the Property, except for an assignment to Northland's nominee (which is permitted without consent from the Town), this Agreement shall not be assigned by Northland without the prior written approval of the Needham Select Board. After the acquisition of the Property, the Parties agree that Northland may (i) establish a residential condominium association to govern the Cluster Development Plan upon the Northland Parcel and Northland may freely transfer condominium units to third party purchasers; and (ii) transfer all of the Northland Parcel to another entity ("New Entity"), subject to the Northland's and the New Entity's acknowledgement that:
 - a) This Agreement shall run with title to the Northland Parcel and shall be binding upon Northland insofar as it is the owner of the Northland Parcel, and each of its successors or assigns as to the obligations which arise under this Agreement during their respective periods of ownership of the Northland Parcel and/or their respective interest in thereof, provided that any predecessor-in-title shall be forever released from this Agreement upon procuring a written acknowledgment from its immediate successor, addressed to the Town, acknowledging and agreeing that such successor-in-title is bound by the terms of this Agreement and that this Agreement shall be enforceable against such successor by the Select Board with respect to such successor's interest; and
 - b. *Assignment by the Town.* After the Town's acquisition of the ANR Lots and the Town Parcel, the Parties agree that (i) this Agreement shall run with title to the ANR Lots and the Town Parcel and shall be binding upon the Town insofar as it is the owner of the ANR Lots and the Town Parcel, and each of its successors or assigns as to the obligations which arise under this Agreement during their

respective periods of ownership of either or both of the ANR Lots and Town Parcel and/or their respective interest in thereof, provided that any predecessor-in-title shall be forever released from this Agreement upon procuring a written acknowledgment from its immediate successor, addressed to Northland, acknowledging and agreeing that such successor-in-title is bound by the terms of this Agreement and that this Agreement shall be enforceable against such successor by Northland with respect to such successor's interest.

11. Notices. All notices or requests concerning this Agreement shall be in writing, and addressed to the parties as follows:

Town:

Kate Fitzpatrick, Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492
Telephone: (781) 455-7500
Email: kfitzpatrick@needhamma.gov

with a copy to:

Christopher H. Heep, Esq.
Miyares and Harrington LLP
40 Grove Street Suite 190
Wellesley, MA 02482
Telephone: (617) 489-1600
Email: cheep@miyares-harrington.com

Northland:

John C. Dawley, President
80 Beharrell Street, Suite E
Concord, MA 01742
Telephone: (781) 229-4700
Email: jdawley@northlandresidential.com

With a copy to:

Peter L. Tamm, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Telephone: (617) 574-7891
Email: ptamm@goulstonstorrs.com

and:

Marcus Errico Emmer Brooks PC
45 Braintree Office Park, Suite #107
Braintree, MA 02184
Attention: Matthew W. Gaines, Esq.
Email: mgaines@meeb.com

12. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter thereto and supersedes any prior agreements, discussions or understandings of the Parties and their respective agents and representatives. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This Agreement may be modified only in a written instrument signed by all Parties. Amendments to the terms of this Agreement may be agreed to on behalf of the Town by its Select Board.
13. Forbearance from Suit. The Parties shall forego any actions at law or equity attempting to contest the validity or prevent the enforceability of any provision(s) of this Agreement, and such forbearance shall bind any successor or assign. Such forbearance shall not preclude either party to this Agreement from bringing any action for breach of contract on the part of the other party or acts of intentional misconduct with respect to matters contemplated herein.
14. Force Majeure. The Parties shall not be in breach of this Agreement for so long as they are unable to complete any work or take any action required hereunder due to a *force majeure* event or other events beyond the Party's reasonable control.
15. Default; Opportunity to Cure. Failure by either Northland or the Town to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting party fails to commence to cure, correct or remedy such failure within fifteen (15) days of receipt of written notice of such failure from the other party and thereafter fails to complete such cure, correction, or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting party exercises due diligence in the remedying of such default. Notwithstanding the foregoing, Northland shall cure any monetary default hereunder within thirty days following the receipt of written notice of such default from the Town.
16. Northland Obligations. The obligations of Northland do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. The liability of Northland is in all cases limited to its interest in the Property or portion thereof at the time such liability is incurred and shall not extend to any other portion of the Property for which the Town has assumed responsibility pursuant to this Agreement. In the event that all or any portion of the Northland Parcel is subjected to a condominium regime or a long-term ground lease, the condominium association or the ground lessee, as applicable, shall be deemed to be the owner/New Entity of the affected portion of the Northland Parcel.
17. Estoppels. Each party to this Agreement agrees, from time to time, upon not less than twenty-one days' prior written request from the other, to execute, acknowledge and deliver a statement in writing certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, setting them forth in

reasonable detail); (ii) that the party delivering such statement has no defenses, offsets or counterclaims against its obligations to perform its covenants hereunder (or if there are any of the foregoing, setting them forth in reasonable detail); (iii) that there are no uncured defaults of either party under this Agreement (or, if there are any defaults, setting them forth in reasonable detail); and (iv) any other information reasonably requested by the party seeking such statement. If the party delivering an estoppel certificate is unable to verify compliance by the other party with certain provisions hereof despite the use of due diligence, it shall so state with specificity in the estoppel certificate, and deliver an updated estoppels certificate as to such provisions as soon thereafter as practicable. Any such statement delivered pursuant to this section shall be in a form reasonably acceptable to, and may be relied upon by any, actual or prospective purchaser, tenant, mortgagee or other party having an interest in the Property. The Town Manager is hereby authorized to execute and deliver any such estoppel certificate on behalf of the Select Board.

18. Cooperation. The Parties agree to work cooperatively, on a going-forward basis, to execute and deliver documents, and take such other actions, whether or not explicitly set forth herein, that may be necessary in connection with the development of the Cluster Development Plan or the implementation of the goals and objectives of this Agreement.
19. Compliance. Upon its purchase of the Property, Northland acknowledges and agrees that the Town, operating through its officers and employees and upon advance notice to Northland, shall have the right to enter the Northland Parcel during the construction period until the Cluster Development Plan is completed with advance notice to Northland, as reasonably necessary to inspect to confirm compliance with the terms of this Agreement.
20. Counterparts; Signatures. This Agreement may be executed in several counterparts and by each party to this Agreement on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.
21. Record Notice. A notice of this Agreement in the form attached hereto as Exhibit I (the “Notice of Contract”) shall be recorded on title to the Property with the Registry with the Seller’s consent.

In the event this Agreement is amended, modified or terminated, the Parties agree to record notice of such amendment, modification or termination in a form reasonably acceptable to Parties with the Registry.
22. No Third-Party Beneficiaries. Notwithstanding anything to the contrary in this Agreement, the Parties do not intend for any third party to be benefitted hereby.
23. Representations and Warranties. The Parties respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute

a default under, any agreement or instrument to which they are a party or by which either party may be bound or affected; and

- b. This Agreement has been duly authorized, executed and delivered; this Agreement constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of any party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.

(The remainder of this page is intentionally left blank.)

DRAFT

Executed as of the Effective Date.

Northland Residential Corporation

John C. Dawley, President

Town of Needham

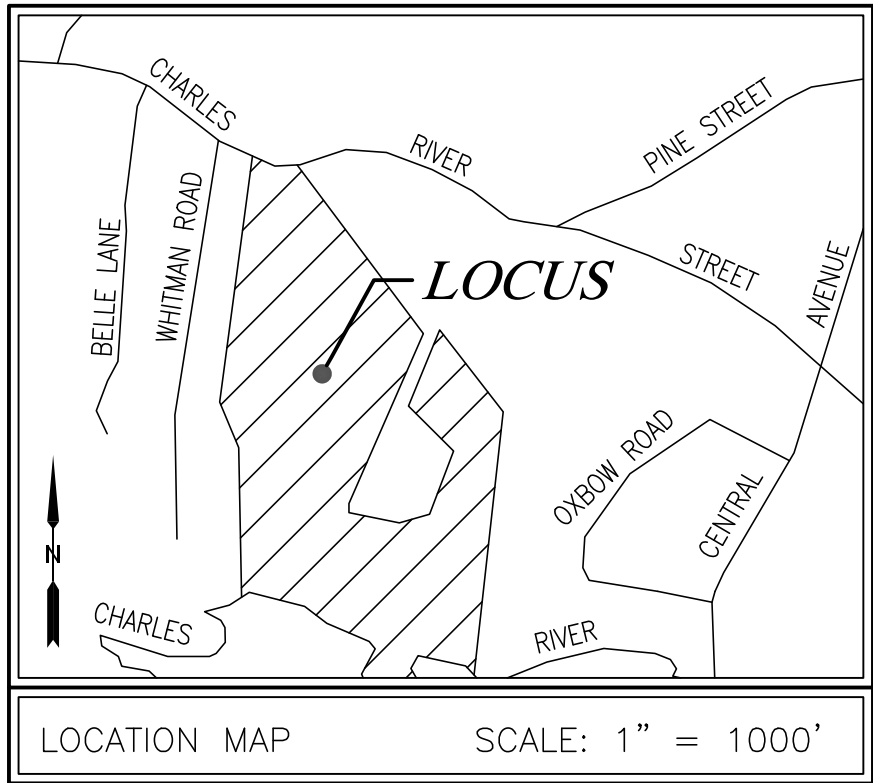
Kate Fitzpatrick, Town Manager

Exhibits

- Exhibit A: Copy of Northland PSA
- Exhibit B-1: House Lot Plan
- Exhibit B-2: The ANR Lots Plan
- Exhibit C: Property Line Agreement
- Exhibit D: Town Parcel Plan
- Exhibit E: Northland ANR Lots Plan
- Exhibit F: Castle Farm Parcels, Open Space Concept Plan, dated December 1, 2022
- Exhibit G: Town PSA
- Exhibit H: Form of Termination of Notice of Contact
- Exhibit I: Form of Notice of Contract

Exhibit A
Copy of Northland PSA
(attached)

Exhibit B-1
The House Lot Plan
(attached)



FOR REGISTRY USE ONLY

I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES SHOWING EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

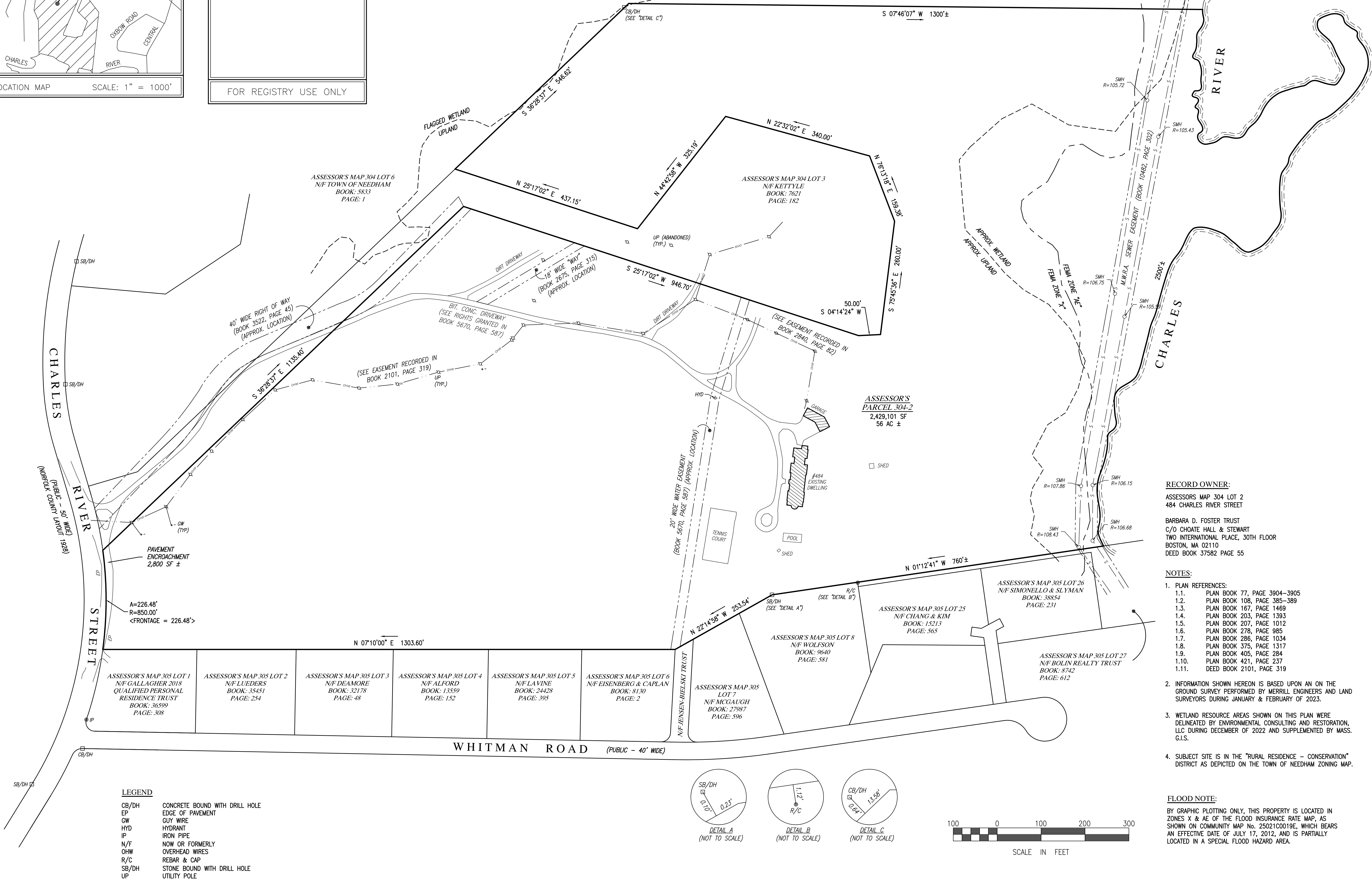
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

ROBERT E. GUGLIOTTA, P.L.S.

DATE

ROBERT E. GUGLIOTTA, P.L.S.

DATE



merrillinc.com

REVISIONS:

DRAWN BY: REG

DESIGNED BY:

CHECKED BY: BKL

DRAFT



427 Columbia Road
Haverhill, MA 02339
781-626-9200
40 Court Street, Ste 2A
Plymouth, MA 02360
508-746-6060
687 Main Street
Norwell, MA 02061
781-659-8167
448 N. Falmouth Highway Unit A
North Falmouth, MA 02556
508-563-2183

PROJECT # 22-737

PROJECT:

PLAN OF LAND

CHARLES RIVER STREET

NEEDHAM

MASSACHUSETTS

CLIENT:

NORTHLAND RESIDENTIAL

CORPORATION

80 BEHARRELL STREET

CONCORD, MA 01742

DRAWING TITLE:

DATE:

FEBRUARY 10, 2023

SHEET 1 of 1

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Exhibit B-2
ANR Lots Plan
(attached)

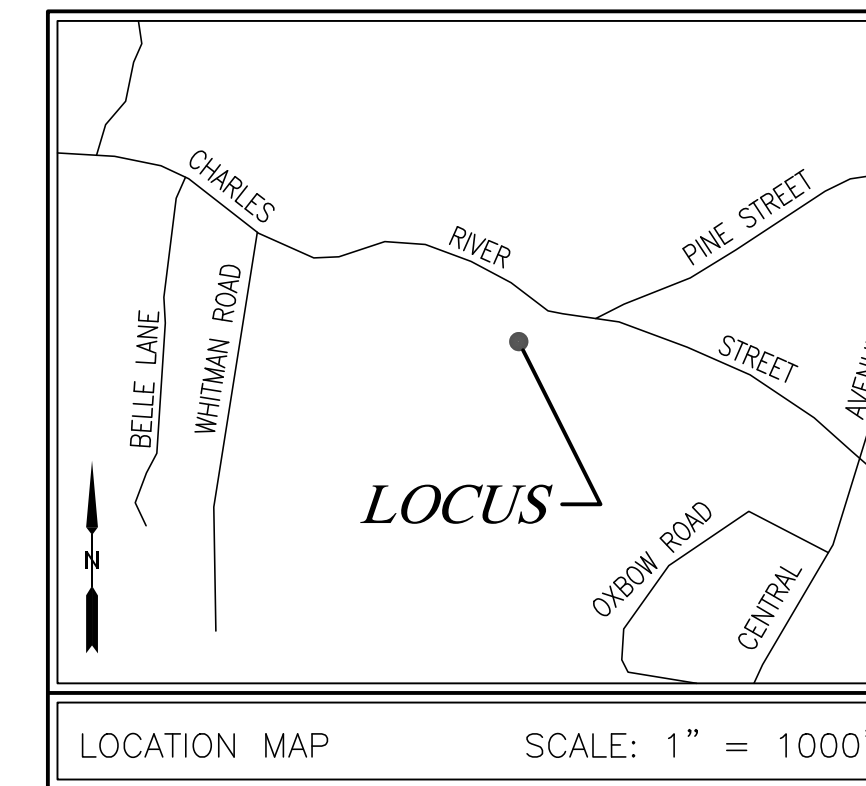
THIS PROPERTY IS LOCATED IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, AS SHOWN ON COMMUNITY MAP No. 25021C0019E, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 2012, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ASSESSORS PARCEL 304-4
0 CHARLES RIVER STREET

ASSESSORS PARCEL 304-5
0 CHARLES RIVER STREET

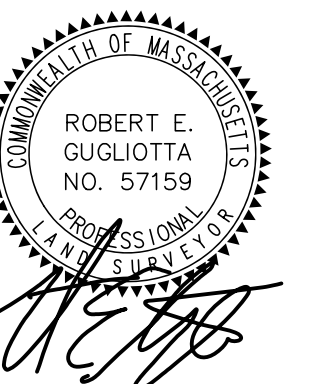
IP IRON PIPE
SB/DH STONE BOUND WITH DRILL HOLE

1. PLAN REFERENCES:
 - 1.1. PLAN #385 OF 1928
 - 1.2. PLAN #1034 OF 1980
 - 1.3. REGISTERED LAND PLAN #19692B
2. INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND SURVEY PERFORMED BY MERRILL ENGINEERS AND LAND SURVEYORS DURING DECEMBER OF 2022.
3. WETLAND RESOURCE AREAS SHOWN ON THIS PLAN WERE DELINEATED BY ENVIRONMENTAL CONSULTING AND RESTORATION, LLC DURING DECEMBER OF 2022 AND FIELD LOCATED BY MERRILL ENGINEERS AND LAND SURVEYORS.
4. SUBJECT SITE IS IN THE "RURAL RESIDENCE - CONSERVATION" DISTRICT AS DEPICTED ON THE TOWN OF NEEDHAM ZONING MAP.
5. ALL MONUMENTS FOUND WITHIN 0.05' OF RECORD POSITION UNLESS OTHERWISE DETAILED.



FOR REGISTRY USE ONLY

KL



ASSESSORS
PARCEL 304-5
132,861 SF (ALL UPLAND)
3.05 AC ±

ASSESSORS PARCEL 304-1
N/F STAVROPOULOS,
PETER & LISA
CERTIFICATE #170151


ROBERT E. GUGLIOTTA, P.L.S.

1/4/2023


 ROBERT E. GUGLIOTTA, P.L.S.

1/4/2023



Merrill
Engineers and Land Surveyors

427 Columbia Road
Hanover, MA 02339
781-826-9200

40 Court Street, Ste 2A
Plymouth, MA 02360
508-746-6060

Marine Division:
26 Union Street
Plymouth, MA 02360
508-746-6060

687 Main Street
Norwell, MA 02061
781-659-8187

448 N. Falmouth Highway Unit A
North Falmouth, MA 02556
508-563-2183

PROJECT #: 22-737

PROJECT:
PLAN OF LAND
CHARLES RIVER STREET
NEEDHAM,
MASSACHUSETTS

CLIENT:
NORTHLAND RESIDENTIAL
CORPORATION
80 BEHARRELL STREET
CONCORD, MA 01742

DRAWING TITLE:
PLAN OF LAND

DATE:
JANUARY 4, 2023

SHEET 1 of 1
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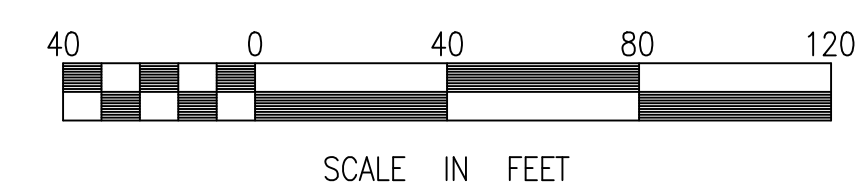


Exhibit C
Property Line Agreement
(attached)

AGREEMENT

This Agreement (the "Agreement") is entered into this ____ day of _____, 2023, by and between **William A. Lowell, Trustee of the Charles H.W. Foster 2000 Trust** u/d/t dated March 15, 2000, for which a Trustee's certificate is recorded herewith (the "Foster Trust") and the **Town of Needham**, a municipal corporation (the "Town").

WHEREAS, the Foster Trust is the owner of two parcels of land situated on Charles River Street, Needham, Massachusetts pursuant to a Quitclaim Deed recorded with the Norfolk Registry of Deeds (the "Registry") in Book 4055, Page 646 (the "Foster Deed"), said parcels being more particularly shown as the two three-acre parcels located on Charles River Street shown on a plan entitled "Plan of Land in Needham, Mass., Charles River St, dated November 25, 1980," prepared by Carmelo Frazetti and recorded with the Registry as Plan 1034 of 1980, at Plan Book 286 (the "1980 Plan") (the "Foster Land");

WHEREAS, the Town is the owner of a certain parcel of land commonly referred to as Ridge Hill Reservation, located off of Charles River Street, Needham, Massachusetts pursuant to a Quitclaim Deed recorded with the Registry in Book 5833, Page 1 (the "Town Deed"), said parcel being more particularly described in said Town Deed (the "Town Land");

WHEREAS, both the Foster Land and the Town Land directly abut each other as shown on the 1980 Plan;

WHEREAS, due to the vague nature of the 1980 Plan with respect to the location of the lot lines separating the Foster Land and the Town Land, coupled with the lack of actual monuments, the exact perimeter boundaries of the Foster Land cannot be established on the ground using the 1980 Plan; and

WHEREAS, the Foster Trust and the Town desire to clarify the exact location of the perimeter boundaries of the Foster Land as it abuts the Town Land by depicting said perimeter boundaries on the New Plan (defined below).

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties on behalf of themselves, their successors and assigns, do hereby agree as follows:

1. The Foster Trust and the Town hereby agree and acknowledge that the lot lines separating the Foster Land and the Town Land are as shown on that certain plan entitled "Plan of Land Charles River Street Needham, Massachusetts", dated January , 2023, prepared by Merrill Engineers and Land Surveyors, and recorded herewith (the "New Plan"). The Foster Land is depicted as Parcel 304-4 and Parcel 304-5 on the New Plan, and the Town Land is depicted as Parcel 304-6 on the New Plan.

2. Nothing contained herein shall be deemed to affect the location of the easterly perimeter boundary of Parcel 304-5 that abuts property not owned by the Town.

[SIGNATURE PAGES TO FOLLOW.]

Witness the execution hereof under seal this ____ day of _____, 2023.

**William A. Lowell, Trustee of the Charles
H.W. Foster 2000 Trust u/d/t dated March 15, 2000**

COMMONWEALTH OF MASSACHUSETTS

County of _____:

On this ____ day of _____, 2023 before me, the undersigned notary public, personally appeared **William A. Lowell, Trustee of the Charles H.W. Foster Trust u/d/t dated March 15, 2000**, proved to me through satisfactory evidence of identification, which was: _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge.

Notary Public:

My commission expires:

Witness the execution hereof under seal this ____ day of _____, 2023.

**TOWN OF NEEDHAM, a Massachusetts
Municipal Corporation**

By its Town Manager:

Kate Fitzpatrick, Town Manager

COMMONWEALTH OF MASSACHUSETTS

County of _____:

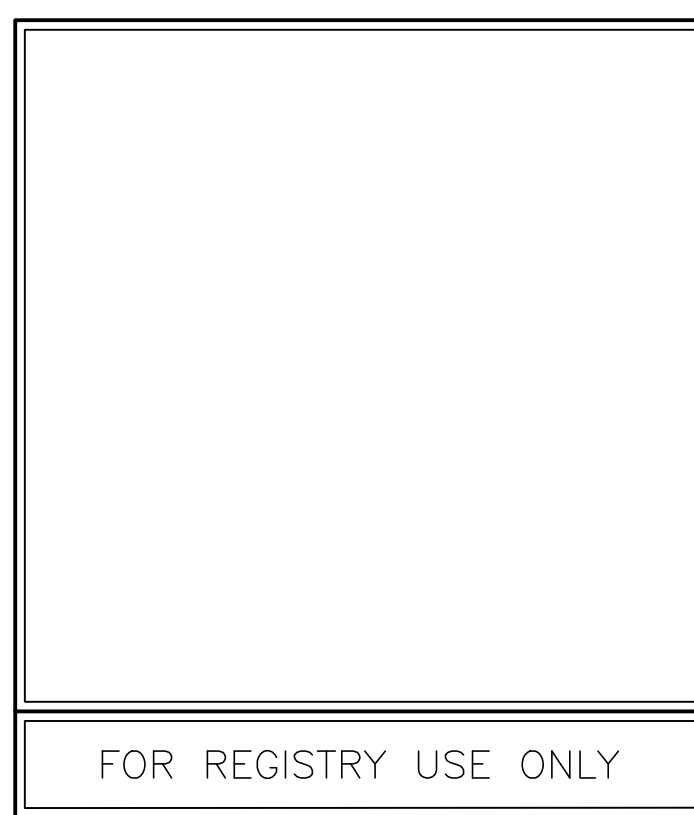
On this ____ day of _____, 2023 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was: _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose as a Member of the Select Board of the Town of Needham, Massachusetts.

Notary Public:
My commission expires

Exhibit D

Town Parcel Plan

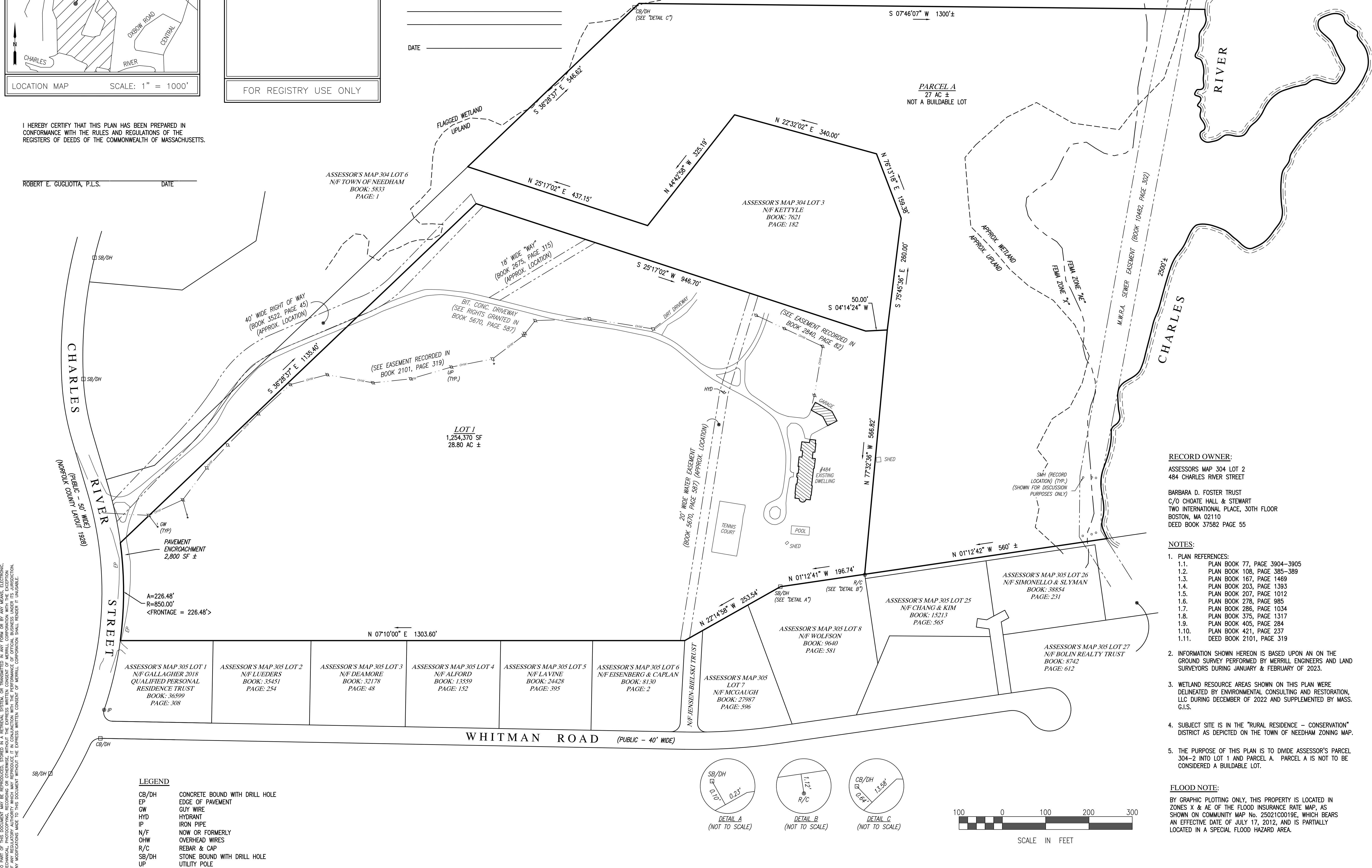
(attached)



ROBERT E. GUGLIOTTA, P.L.S. _____ DATE _____

APPROVAL UNDER THE SUBDIVISION CONTROL
LAW NOT REQUIRED

PLANNING BOARD ENDORSEMENT OF THIS PLAN INDICATES ONLY THAT THE PLAN IS NOT A SUBDIVISION UNDER N.G.L. CH. 41 SEC. 81L, AND DOES NOT INDICATE THAT THE LOT IS BUILDABLE, OR THAT IT MEETS ZONING, BOARD OF HEALTH, CONSERVATION OR GENERAL BY-LAW REQUIREMENTS. PLANNING BOARD ENDORSEMENT OF THIS PLAN IS NOT A DETERMINATION AS TO CONFORMANCE WITH THE TOWN OF NEEDHAM BYLAWS. NO DETERMINATION AS TO THE COMPLIANCE WITH THE ZONING BYLAW REQUIREMENTS HAS BEEN MADE NOR CAN BE CONSTRUED AS INTENDED BY THIS ENDORSEMENT.



REVISIONS:

DRAWN BY: REG

DESIGNED BY:

CHECKED BY: BKL

DRAFT



427 Columbia Road
Hanover, MA 02339
781-826-9200

40 Court Street, Ste 2A
Plymouth, MA 02360
508-746-6060

Marine Division:
26 Union Street
Plymouth, MA 02360
508-746-6060

687 Main Street
Norwell, MA 02061
781-659-8187

448 N. Falmouth Highway
North Falmouth, MA 02556
508-563-2183

PROJECT #: 22-737

PROJECT:
PLAN OF LAND
CHARLES RIVER STREET
NEEDHAM,
MASSACHUSETTS

CLIENT:
NORTHLAND RESIDENTIAL
CORPORATION
80 BEHARRELL STREET
CONCORD, MA 01742

DRAWING TITLE
A.N.R. PLAN

DATE:
FEBRUARY 10, 2023

SHEET 1 of 1
© Merrill Corporation

Exhibit E

Northland ANR Lots Plan
(attached)

RECORD OWNER:

ASSESSORS PARCEL 304-4

0 CHARLES RIVER STREET

ASSESSORS PARCEL 304-5

0 CHARLES RIVER STREET

CHARLES H. W. FOSTER

C/O CHOATE HALL & STEWART LLP

TWO INTERNATIONAL PLACE, 30TH FLOOR

BOSTON, MA 02110

DEED BOOK 4055 PAGE 646

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, AS SHOWN ON COMMUNITY MAP No. 25021C0019E, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 2012, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

LEGEND

IP IRON PIPE

N/F NOW OR FORMERLY

SB/DH STONE BOUND WITH DRILL HOLE

NOTES:

1. PLAN REFERENCES:

- 1.1. PLAN #385 OF 1928
- 1.2. PLAN #1034 OF 1980
- 1.3. REGISTERED LAND PLAN #19692B
- 1.4. PLAN ENTITLED "PLAN OF LAND, CHARLES RIVER STREET, NEEDHAM, MASSACHUSETTS" PREPARED BY MERRILL ENGINEERS AND LAND SURVEYORS, DATED JANUARY 4, 2023, TO BE FILED AT THE MIDDLESEX SOUTH COUNTY REGISTRY OF DEEDS.

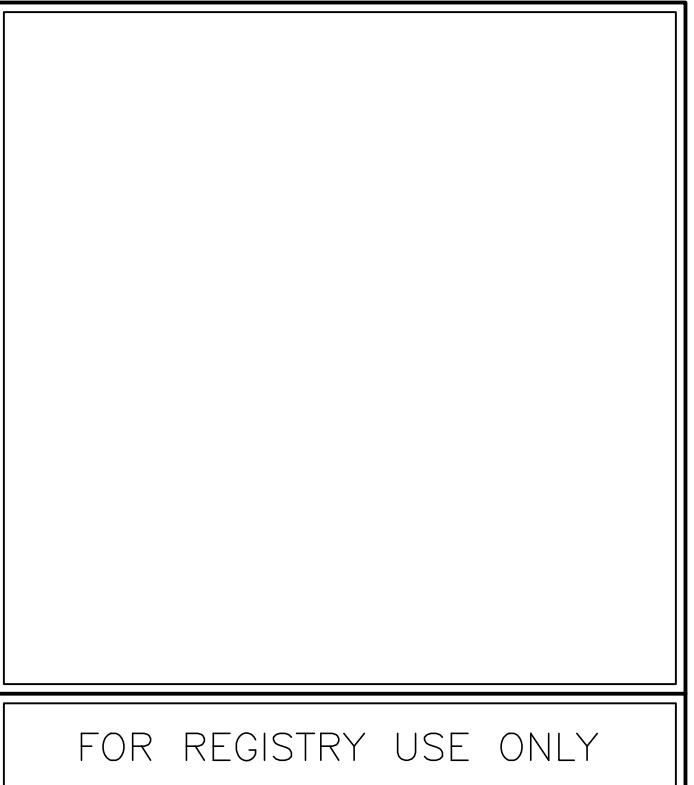
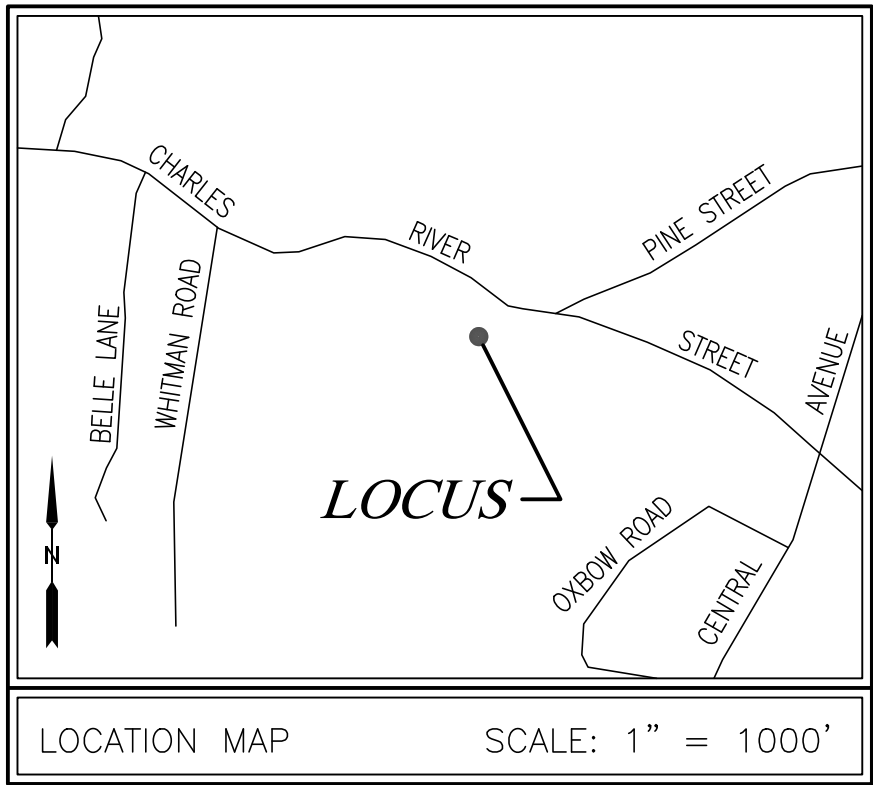
2. INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND SURVEY PERFORMED BY MERRILL ENGINEERS AND LAND SURVEYORS DURING DECEMBER OF 2022.

3. WETLAND RESOURCE AREAS SHOWN ON THIS PLAN WERE DELINEATED BY ENVIRONMENTAL CONSULTING AND RESTORATION, LLC DURING DECEMBER OF 2022 AND FIELD LOCATED BY MERRILL ENGINEERS AND LAND SURVEYORS.

4. SUBJECT SITE IS IN THE "RURAL RESIDENCE - CONSERVATION" DISTRICT AS DEPICTED ON THE TOWN OF NEEDHAM ZONING MAP.

5. ALL MONUMENTS FOUND WITHIN 0.05' OF RECORD POSITION UNLESS OTHERWISE DETAILED.

6. THE PURPOSE OF THIS PLAN IS TO DIVIDE ASSESSOR'S PARCEL 304-4 INTO LOTS 1 & 2, AND TO DIVIDE ASSESSOR'S PARCEL 304-5 INTO LOTS 3, 4 & 5.



merrillinc.com

REVISIONS:

DRAWN BY:

REG

DESIGNED BY:

CHECKED BY:

BKL



427 Columbia Road
Haverhill, MA 02339
781-826-9200
40 Court Street, Ste 2A
Plymouth, MA 02360
508-746-6060
Main Office:
26 Union Street
Plymouth, MA 02360
508-746-6060
687 Main Street
Norwell, MA 02061
781-659-8167
448 N. Falmouth Highway Unit A
North Falmouth, MA 02356
508-563-2183

PROJECT #: 22-737

PROJECT:
A.N.R. PLAN OF LAND
CHARLES RIVER STREET
NEEDHAM
MASSACHUSETTS

CLIENT:
NORTHLAND RESIDENTIAL
CORPORATION
80 BEHARRELL STREET
CONCORD, MA 01742

DRAWING TITLE:
A.N.R. PLAN OF LAND

DATE:
FEBRUARY 9, 2023

SHEET 1 of 1
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COPYRIGHT © BY MERRILL CORPORATION. THIS DRAWING IS TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING OR OTHERWISE, WITHOUT THE EXPRESS WRITTEN CONSENT OF MERRILL CORPORATION. THE REPRODUCTION OF ANY REGULATORY AUTHORITY WHICH MAY REPRODUCE IT IN CONJUNCTION WITH THE PERFORMANCE OF OFFICIAL BUSINESS UNDER ITS JURISDICTION, ANY REPRODUCTION HEREIN TO THIS DOCUMENT WITHOUT THE EXPRESS WRITTEN CONSENT OF MERRILL CORPORATION SHALL BE PENALIZED BY LAW.

NEEDHAM PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION CONTROL
LAW NOT REQUIRED

DATE _____

PLANNING BOARD ENDORSEMENT OF THIS PLAN INDICATES ONLY THAT THE PLAN IS NOT A SUBDIVISION UNDER M.G.L. CH. 41A, SEC. 81L, AND DOES NOT INDICATE THAT THE LOT IS BUILDABLE, OR THAT IT MEETS ZONING, BOARD OF HEALTH, CONSERVATION OR GENERAL BY-LAW REQUIREMENTS. PLANNING BOARD ENDORSEMENT OF THIS PLAN IS NOT A DETERMINATION AS TO CONFORMANCE WITH THE TOWN OF NEEDHAM BYLAWS. NO DETERMINATION AS TO THE COMPLIANCE WITH THE ZONING BYLAW REQUIREMENTS HAS BEEN MADE NOR CAN BE CONSTRUED AS INTENDED BY THIS ENDORSEMENT.

ZONING REQUIREMENTS	
RURAL RESIDENCE CONSERVATION DISTRICT	
AREA*	43,560 SF
FRONTAGE	150 FEET
BUILDING HEIGHT	35 FEET/2.5 STORIES
MINIMUM YARDS:	
FRONT	50 FEET
SIDE	25 FEET
REAR	25 FEET
*PER SECTION 4.2.6 OF THE NEEDHAM ZONING BYLAW, NOT MORE THAN A COMBINED TOTAL OF TEN (10) PERCENT OF LAND AREAS SUBJECT TO THE WETLANDS PROTECTION ACT AND THE INLAND WETLANDS ACT, M.G.L., CH. 131, S. 40 AND 40A SHALL BE COUNTED IN CALCULATING THE AREA OF A LOT FOR PURPOSES OF DETERMINING THE MINIMUM LOT AREA IN A RURAL RESIDENCE-CONSERVATION DISTRICT	

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

ROBERT E. GUGLIOTTA, P.L.S.

2/9/2023

DATE

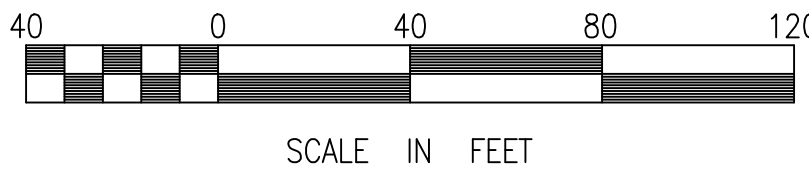


Exhibit F
 Castle Farm Parcels, Open Space Concept Plan, dated December 1, 2022



CASTLE FARM PARCELS
OPEN SPACE CONCEPT PLAN

NORTHLAND RESIDENTIAL CORP

- ANR Lots, 0 Charles River St. - Map/Block 304-4 & 304-5
- House Lot - 484 Charles River St. - Map/Block 304-2

- Legend:**
- CASTLE FARM PARCELS
 - RIDGE HILL RESERVATION
 - SHARED BOUNDARY (EXISTING)

SCALE 100' 0' 200'



• Note: This concept plan is based on public GIS data and aerial imagery and is for illustrative purposes only. (12/1/22)

Exhibit G
Town PSA
(attached)

PURCHASE AND SALE AGREEMENT

This ____ day of _____, 2023

1. PARTIES
AND MAILING
ADDRESSES

NORTHLAND RESIDENTIAL CORPORATION, a Massachusetts corporation having an address of 80 Beharrell Street, Suite E, Concord, Massachusetts 01742, or its successors or assigns, hereinafter called the "**Northland**", agrees to SELL and THE TOWN OF NEEDHAM, a municipal corporation of the Commonwealth of Massachusetts with an address c/o Office of the Town Manager, 1471 Highland Avenue, Needham, MA 02492, hereinafter called the "**Town**", agrees to BUY, upon the terms hereinafter set forth, the following described premises. The Town and Northland are hereinafter collectively referred to as the "**Parties**."

The Town agrees and acknowledges that as of the date of this Agreement, Northland is not the present owner of the Premises and Northland is entering into this Agreement in its authorized capacity as prospective buyer of the Premises pursuant to an agreement with the record title holder of the Premises

2. PREMISES
DESCRIPTION

All that land situated in the Town of Needham, County of Norfolk, Commonwealth of Massachusetts, being (a) known and numbered as (i) 0 Charles River Street (Assessors' Parcel 199-304-4), containing approximately 3.02 acres and (ii) 0 Charles River Street (Assessors' Parcel 199-304-5), containing approximately 3.05 acres (Assessors' Parcels 199-304-4 and 199-304-5 are hereinafter collectively referred to as the "**ANR Lots**"); and (b) that certain portion of the land situated in the Town of Needham, County of Norfolk, Commonwealth of Massachusetts, being known and numbered as 484 Charles River Street (Assessors' Parcels 199-304-2), containing approximately twenty-seven (27) acres (the "**Town Parcel**," and, collectively with the ANR Lots, the "**Premises**"). The ANR Lots and Town Parcel are more particularly described on **Exhibit A** and shown on **Exhibit B-1** and **Exhibit B-2** which are attached hereto and incorporated by reference.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of the Premises are the improvements, if any, now situated thereon.

4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed in the form attached hereto as **Exhibit C**, and incorporated herein by reference, running to the Town and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- a) Provisions of existing building and zoning laws;
- b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- c) Any liens for municipal betterments assessed after the date of this agreement; and
- d) Easements, restrictions, reservations and any other matters of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises as vacant land, and which are listed on that certain Commitment for Title Insurance issued by **WFG National Title Insurance Co.**, attached hereto as **Exhibit D** and incorporated herein by reference (the "**Title Commitment**").

5. EASEMENTS &
RESTRICTIONS

The Town hereby agrees and acknowledges the following:

- (1) The quitclaim deed conveying title of the Premises to the Town shall contain a reservation of certain easements, including but not limited to easements for sewer and/or water utilities, over the Premises necessary for Northland to construct and operate a residential development project (the "**Cluster Development Plan**") as shown in **Exhibit C**.
- (2) Prior to Northland conveying the Premises to the Town, Northland shall record a declaration of restrictions (the "**Declaration of Restrictions**") as shown in **Exhibit E** with respect to each of the ANR Lots.

6. PURCHASE PRICE

The agreed purchase price for the Premises is **TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,500,000.00)**, which is to be paid at the time of the delivery of the deed in cash or by electronic transfer of funds.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED; Such deed is to be delivered to the Norfolk County Registry of Deeds or to office of a mutually agreed upon escrow agent, at or before 2:00 P.M. on the date (the “**Closing Date**”) that is five (5) business days after Northland delivers written notice (the “**Closing Notice**”) to the Town that certain conditions precedent to closing on the transaction set forth in Section 8 of this Agreement have been satisfied. Northland shall deliver the Closing Notice to the Town no later than five (5) business days after it has acquired title to both the ANR Lots and the Town Parcel. Notwithstanding the foregoing, the Parties agree and acknowledge that the Closing Date shall occur on or before February 28, 2025 (the “**Outside Closing Date**”).
8. CONDITIONS PRECEDENT Northland’s obligations to consummate the transaction contemplated by this Agreement and Northland’s liabilities hereunder are conditioned on the satisfaction at or before the Closing Date, as the case may be, of each of the following conditions (any one or more of which may be waived, in whole or in part by Northland, at Northland’s sole option, at any time during the term of this Agreement by delivery of written notice from Northland to the Town, provided that the waiver by Northland of any one condition shall not release the Town from performing all remaining conditions) (“**Conditions Precedent to Northland’s Obligations**”):
- (i) The development agreement (the “**Development Agreement**”) between Northland and the Town for the proposed development of the Cluster Development Plan on the parcel shown as the “**Northland Parcel**” on **Exhibit B** remains in full force and effect as of the Closing Date;
 - (ii) Northland shall have acquired title to the ANR Lots and the Town Parcel pursuant to the Purchase and Sale Agreement with an effective date of December 1, 2022 (as may be amended, the “**Northland PSA**”), a copy of which is attached hereto as **Exhibit F**; and
 - (iii) Northland shall have delivered a Closing Notice to the Town.
9. TERMINATION This Agreement shall terminate and no longer be of force or effect if (i) either of the Parties delivers a written termination notice to the other Party notifying them of its termination of the Development Agreement in accordance with the terms thereof or (ii) Northland delivers a written termination notice to the Town notifying the Town that Northland, in its reasonable discretion, has determined that one or more of the Conditions Precedent to Northland’s Obligations cannot be satisfied on or before the Outside Closing Date.
10. POST-CLOSING OBLIGATION As soon as practically feasible following the Closing Date, the Town shall prepare, review with the Massachusetts Executive Office of Energy and Environmental Affairs and ultimately record a conservation restriction on the ANR Lots (a “**Conservation Restriction**”) for the benefit of an entity qualified under Massachusetts law to enforce the Conservation Restriction providing that the ANR Lots shall be maintained in their current, natural, scenic and open condition, on the same terms as detailed in the Declaration of Restrictions. Notwithstanding the foregoing, the Town shall cause the Conservation Restriction to be recorded with the Registry on or before the date that is twelve (12) months following the date on which Northland conveys the ANR Lots and the Town Parcel to the Town. This date to record the Conservation Restriction may be extended by Northland only if, despite the Town’s diligent efforts, the EEA has not yet granted final approval of the Conservation Restriction.
11. POSSESSION AND CONDITION OF PREMISES. Full possession of said Premises is to be delivered at the time of the delivery of the deed, said Premises to be then in the same condition as they now are, reasonable use and wear thereof excepted. The Town shall be entitled personally to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

12. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If Northland shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then Northland shall remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days. Northland hereby agrees that title to the Premises shall be delivered in the same condition that such title is in as of the date of this Agreement, the state of which title is more specifically set forth on the Title Commitment, except that Northland shall not be obligated to clear or otherwise cure any encumbrances or liens placed on the Premises between the date of this Agreement and the Closing Date that are contained on the Title Commitment or that arise as a result of the acts or omissions of Town or at the request or with the prior consent of Town, including those certain easements and restrictions described in Section 5 of this Agreement.
13. TOWN'S ELECTION TO ACCEPT TITLE The Town shall have the election, at either the original or any extended time for performance, to accept such title as Northland can deliver to the said Premises in their then condition, in which case Northland shall convey such title.
14. ACCEPTANCE OF DEED The acceptance of a deed by the Town or their nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
15. INSURANCE Northland may, but is not required to, maintain insurance on the Premises during the period commencing on the date hereof and ending on the Closing Date.
16. ADJUSTMENTS Taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Town at the time of the delivery of the deed.
17. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If Northland or the Town executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Northland or the Town so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
18. WARRANTIES AND REPRESENTATIONS The Town acknowledges that the Town has not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either Northland or the Town: None.
19. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Northland and the Town. If two or more persons are named herein as the Town their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

20. ACCESS TO PREMISES

From and after the date hereof, upon reasonable advance notice to Northland (and in the case of intrusive or invasive investigations, reasonable prior notice shall be two (2) business days prior notice), the Town shall have the right of reasonable access to the Premises from time to time for the purpose of taking measurements, obtaining bids from contractors and engineers. The Town hereby acknowledges and agrees that the Town shall, and does hereby covenant and agree to, repair any and all damage caused by the activities of the Town or its agents on the Premises and to the maximum extent permitted by law to indemnify, defend and hold Northland harmless from any actions, suits, liens, claims, damages, expenses, losses and liability arising out of any such entry by the Town or its appointed agents or independent contractors or any acts performed in exercising the Town's rights under this Section 20 (including, without limitation, any rights or claims of materialmen or mechanics liens on the Premises). The foregoing indemnification shall survive the Closing Date or the termination of this Agreement for a period of twelve (12) months following the Closing Date or such termination. Upon written request of Northland, the Town shall obtain and maintain, at the Town's sole cost and expense, and shall deliver to Northland evidence of, commercial general liability insurance coverage in amounts noted below and naming Northland as an "additional insured."

Before The Town, its agents or representatives enter onto the Premises, the Town shall deliver to Northland a certificate of insurance naming Northland as additional insured, evidencing (A) commercial general liability insurance (including property damage, bodily injury and death) issued by an insurance company having a rating of at least "A-VII" by A.M. Best Company, with limits of at least One Million and 00/100 (\$1,000,000) per occurrence for bodily or personal injury or death and Two Million and 00/100 (\$2,000,000) aggregate per location for any insurance carried by The Town's consultants, agents or representatives, and limits of at least One Million and 00/100 (\$1,000,000) per occurrence for bodily or personal injury or death and Two Million and 00/100 (\$2,000,000) aggregate per location for any insurance carried by the Town for so long as the Town is not actively undertaking any such investigations, but is accompanying consultants, agents or representatives that are actively undertaking such investigations, and (B) excess liability insurance issued by an insurance company having a rating of at least "A-VII" by A.M. Best Company, with a Five Million and 00/100 (\$5,000,000) limit carried by the Town. The Town agrees to conduct and to cause its agents, consultants, employees, contractors and representatives to conduct its investigations and inspections (A) in a safe and professional manner, (B) so as not to create any dangerous or hazardous condition on the Premises, (C) in compliance with all applicable laws, and (D) only after obtaining all permits, if any, required to be obtained with respect to such inspections. For the sake of clarity, the Town and Northland hereby agree that the Town is not required to provide Northland with any studies, reports, investigations or other materials prepared by or for the Town in conjunction with the Town's due diligence investigations of the Premises and the Town shall retain sole ownership of all such materials.

21. NOTICES

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) United States Postal Service, certified mail, return receipt requested, (ii) any nationally known overnight delivery service for next day delivery or (iii) hand. All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

Town:

Kate Fitzpatrick, Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492
Telephone: (781) 455-7500
Email: kfitzpatrick@needhamma.gov

with a copy to:

Christopher H. Heep, Esq.
Miyares and Harrington LLP
40 Grove Street Suite 190
Wellesley, MA 02482
Telephone: (617) 489-1600
Email: cheep@miyares-harrington.com

Northland:

John C. Dawley, President
80 Beharrell Street, Suite E
Concord, MA 01742
Telephone: (781) 229-4700
Email: jdawley@northlandresidential.com

With a copy to

Peter L. Tamm, Esq.
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Telephone: (617) 574-7891
Email: ptamm@goulstonstorrs.com

and

Matthew W. Gaines
Marcus, Errico, Emmer & Brooks, P.C.
45 Braintree Hill Office Park, Suite 107
Braintree, Massachusetts 02184
Telephone: 781-843-5000
Email: mgaines@meeb.com

Any address or name specified above may be changed by notice given to the other parties in accordance with this Section 21. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

22. WAIVER & RELEASE The Town acknowledges that it has had full and complete opportunity to independently inspect the Premises and its physical characteristics and existing conditions, and that the Premises shall be sold strictly on an "as is" basis without warranty or representation of any kind, express or implied, except as otherwise provided herein. The Town hereby waives and releases any claims or actions that the Town may have against Northland related in any way to the Premises, including, without limitation, the physical and environmental condition of the Premises. The provisions of this paragraph shall survive the delivery of the Deed hereunder.
23. OTHER DOCUMENTS Upon request of the Town's attorney, if any, Northland shall obtain, execute and/or deliver, simultaneously with the delivery of the deed, such documents (in customary form) as reasonably may be required by either of said attorneys including, but not limited to, certifications or affidavits in regard to:
- a) persons or parties in possession of the Premises;
 - b) facts or conditions which may give rise to mechanics' or materialmen's liens; and
 - c) Northland's status as a foreign or non-foreign person or entity as defined in Section 1445 of the Internal Revenue Code.
24. REBA TITLE STANDARDS Any title matter that is the subject of a title standard of the Massachusetts Real Estate Bar Association at the time of the delivery of the deed shall be governed by said title standards to the extent applicable. Any dispute as to any title issue or conveyancing practice remaining unresolved at the scheduled time for performance under this Agreement shall be resolved in accordance with applicable Standards or Practices of the Massachusetts Real Estate Bar Association, to the extent possible.
25. CONSTRUCTION This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both the Town and Northland have contributed substantially and materially to the preparation of this Agreement.
26. ASSIGNMENT The Town shall not assign its rights, interests or obligations hereunder except with Northland's prior written consent, which may be withheld in Northland's sole and absolute discretion. Notwithstanding the foregoing, Northland's prior written consent shall not be required in connection with an assignment by the Town to a municipal nominee; provided, however, the Town shall provide Northland with written notice of such assignment no less than ten (10) days prior to such assignment becoming effective. Northland is permitted to assign its rights, interests and/or obligations hereunder to a successor, assignee or nominee without the consent of the Town.
27. RECORDING The Town agrees that neither this Agreement nor any notice or memorandum hereof shall be recorded or filed with the Norfolk Registry of Deeds or with any other governmental body.
28. NO BROKER Each party warrants and represents that it has dealt with no broker or other real estate consultant in connection with the consummation of this Agreement, and in the event of any other consultant or brokerage claims against a party (the "Indemnified Party") predicated upon prior dealings with the other party, such other party agrees to defend the same and indemnify the Indemnified Party against any such claim.

Exhibits:

Exhibit A – Legal Description
Exhibit B – Plan
Exhibit C – Form of Quitclaim Deed
Exhibit D – Title Commitment
Exhibit E – Declaration of Restrictions
Exhibit F – Northland PSA

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

(remainder of page is intentionally left blank)

Northland

NORTHLAND RESIDENTIAL CORPORATION,
a Massachusetts corporation

By: _____
John C. Dawley, President

Town

TOWN OF NEEDHAM, a body politic and corporate and
political subdivision of the Commonwealth of Massachusetts

By: _____
Kate Fitzpatrick, Town Manager

(Signature Page to Purchase and Sale Agreement)

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B-1
ANR LOTS PLAN
(attached)

EXHIBIT B-2
TOWN PARCEL PLAN
(attached)

EXHIBIT C
FORM OF QUITCLAIM DEED

Upon Recording Return To:

Miyares and Harrington LLP
Attn: Christopher H. Heep, Esq.
40 Grove Street Suite 190
Wellesley, MA 02482

QUITCLAIM DEED

NORTHLAND RESIDENTIAL CORPORATION, a Massachusetts corporation with an address of 80 Beharrell Street, Suite E, Concord, Massachusetts 01742 (“**Grantor**”), for consideration paid and full consideration of TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,500,000.00) to the Town of Needham, a municipal corporation of the Commonwealth of Massachusetts with an address c/o Office of the Town Manager, 1471 Highland Avenue, Needham, MA 02492, with QUITCLAIM COVENANTS, the land, together with any improvements thereon, located in Needham, Norfolk County, Massachusetts, as more particularly described in Exhibit A and shown as the “ANR Lots” and the “Town Parcel” on that certain plan entitled [“Approval Not Required Plan, Charles River Street, in Needham, Massachusetts,” dated _____, 202__, and recorded with the Norfolk County Registry of Deed in Plan Book____, Page _____,] attached hereto as EXHIBIT B.

Grantor reserves for itself, as the owner of the land shown as the “Northland Parcel” on Exhibit B, and their successors and assigns as appurtenant to the Northland Parcel, the exclusive, perpetual right and easement over the Town Parcel to install, maintain, repair, replace, relocate and remove lines or systems for utilities serving the Northland Parcel, including but not limited to sanitary sewers, storm drains, water, gas, electric, telephone, cable and communications lines. Any utilities constructed or installed by the Grantor over, under and on the Town Parcel shall remain the property of the Grantor and its successors and assigns to the extent such utilities have not been accepted by the Town of Needham or the respective utility company.

The conveyance is made together with and subject to all recorded easements, conditions, restrictions and agreements and all other matters of record that lawfully apply to the property hereby conveyed.

The premises do not constitute all or substantially all of the Grantor’s property in the Commonwealth of Massachusetts.

For Grantor’s title, see Quitclaim Deed of _____, dated _____, 202__, recorded with the Norfolk County District Registry of Deeds in Book _____, Page _____.

[Balance of page intentionally left blank]

**NORTHLAND RESIDENTIAL
CORPORATION,**
a Massachusetts corporation

By: _____
Name: John C. Dawley
Title: President

COMMONWEALTH OF MASSACHUSETTS
_____, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public,
personally appeared provided to me through satisfactory evidence of identification which were
to be the person whose name is signed on the preceding or attached document and acknowledged
to me that (he) (she) signed it voluntarily for its stated purpose as _____ for
_____.

(official signature and seal of notary)
My commission expires:

EXHIBIT A
TO QUITCLAIM DEED

Legal Description of Premises

EXHIBIT B
TO QUITCLAIM DEED

Plan

EXHIBIT D
TITLE COMMITMENT

[attached behind]

EXHIBIT E
DECLARATION OF RESTRICTION

[attached behind]

When recorded return to:
Choate Hall & Stewart LLP
Two International Place
Boston, MA 02110
Attn: Matthew D. Mortensen, Esq.

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (hereinafter, the “Declaration of Restrictions”) is made this ____ day of _____, 202__ by _____ (together with its successors and assigns, the “Declarant”), having a mailing address at _____.

WITNESSETH

WHEREAS, Declarant is the owner of those certain parcels of vacant land situated at 0 Charles River Street, Town of Needham, Norfolk County, Massachusetts 02492, as more fully described on **EXHIBIT A** attached hereto and incorporated herein by reference (the “Premises”);

WHEREAS, Declarant desires that, subject to the Prohibited Acts and Uses and Permitted Acts and Uses set forth below, the entirety of the 6.3-acre Premises be maintained in its natural, scenic and open condition and exclusively for conservation and passive recreation uses;

WHEREAS, Declarant desires and agrees that this Declaration shall run for the maximum period of time permissible under the laws of the Commonwealth of Massachusetts (including, without limitation, the exercise of any and all extensions), or until such time as a Conservation Restriction providing substantially the same protections as set forth herein is approved by the Executive Office of Energy and Environmental Affairs, Division of Conservation Services (“**EEA-DCS**”) pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws on the then-current form provided by the EEA-DCS and recorded at the Norfolk County Registry of Deeds;

NOW, THEREFORE, Declarant hereby voluntarily declares and imposes upon the Premises the following covenants, conditions and restrictions for the benefit of Declarant, its successors and assigns, Needham Land Trust, Inc. (the “Land Trust”), including the Land Trust’s successors and assigns, and said Premises shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth.

I. PURPOSES:

The purposes of this Declaration of Restrictions (“Purposes”) are to ensure that the Premises will be maintained in its natural, scenic, or open condition and for conservation and passive recreation uses, and to prevent any use or change that would materially impair the Conservation Values (as defined below) for so long as this Declaration of Restrictions is valid and binding on the Premises.

The Conservation Values protected by this Declaration of Restrictions include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Ridge Hill Reservation and Charles River watershed, and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including the Ridge Hill Reservation.
- Public Access for Passive Outdoor Recreational and Educational Activities. Public access to the Premises will be allowed for non-commercial, passive recreational uses, including, without limitation, nature study, birding, wildlife observation, picnicking, walking, hiking, jogging/running, cross-country skiing or snowshoeing, nature and educational walks and outings, outdoor educational activities, other non-motorized outdoor recreational and educational activities, and similar passive recreational activities, provided that such uses do not alter the topography, landscape, or environmental qualities of the Premises.

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth in paragraph B below, the Declarant will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises other than in the exercise of, and as a necessary result of, the conduct of activities on and the use of the Premises as permitted under this Declaration of Restrictions;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;

4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Declarant and Land Trust;
7. Motor Vehicles. Using, parking, or storing electric or motorized vehicles, including, without limitation, motorcycles, mopeds, all-terrain vehicles, utility task vehicles, trucks, trailers, off-highway vehicles, snowmobiles, or any other on or off-road motorized or electric vehicles, except for those public safety vehicles that must access the Premises to carry out their official duties and those vehicles that must access the Premises for the conduct of those property management and other activities permitted under this Declaration of Restrictions, but not in the conduct of motorized recreation as a stand-alone activity;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Declarant's and Land Trust's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Uses. Using the Premises for (i) residential purposes, (ii) industrial purposes, (iii) commercial recreation, (iv) non-passive recreation, (v) commercial purposes, (vi) agricultural purposes; (vii) hunting; or (viii) trapping.
12. Animals / Livestock. Using the Premises for animal penning or grazing; holding horses, pets, livestock, or domestic animals within a paddock; horseback riding, causing or permitting any domestic animals or livestock to be unattended or to roam or be at large on the Premises; and the storage or dumping of manure or other animal wastes;
13. Inconsistent Uses. Using the Premises for purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses

or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph II.A., the Declarant reserves the right to conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Declarant shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises;
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Natural Habitat and Ecosystem Improvement. With prior written approval of the Land Trust, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
4. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails.
 - b. New Trails. With prior written approval of the Land Trust, constructing new trails or relocating existing trails.
 - c. Trail Features. With prior written approval of the Land Trust, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
5. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Declarant, sale of the Premises, the Land Trust's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
6. Outdoor Passive Recreational and Educational Activities. Non-commercial, passive recreational uses of the Premises by Declarant, Declarant's invitees, and the general public including without limitation nature study, birding, wildlife observation, picnicking, walking, hiking, jogging/running, bicycling, cross-country skiing or snowshoeing, nature and educational walks and outings, outdoor educational activities, other non-motorized outdoor recreational and educational activities, and similar

passive recreational activities, provided that such uses do not materially alter the topography, landscape, or environmental qualities of the Premises. Notwithstanding the foregoing, the use of motorized vehicles for outdoor passive recreational and educational activity by persons with mobility impairments is permitted.

7. Minor Educational and Recreational Structures. With prior written approval by the Land Trust, the construction, maintenance, repair and replacement of “Minor Structures” for use by the public for educational and passive recreational purposes, including, but not limited to, interpretive signs, exhibits, and benches. Said structures shall be designed and located so as not to have a material deleterious impact on the Conservation Values.
8. Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a significant adverse impact on the purpose of this Declaration of Restrictions.
9. Permit Compliance. Activities necessary to comply with any applicable Order of Conditions or Special Permits.
10. Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, may proceed following submission of an archaeological field investigation plan and its approval in writing by the Land Trust and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official.
11. Use of vehicles for land management and infrastructure. The use of tractors, brush hogs, mowers, skidders, or other land management vehicles appropriate for the purpose of maintaining existing trails, storm water systems, and Conservation Values, as necessary for any of the reserved rights herein, in accordance with accepted forestry management practices; carrying out the specifications of a state approved forestry management plan; or promoting habitat for indigenous wildlife.
12. Flood Storage Maintenance or Improvements. Activities designed to maintain or improve existing flood storage capacity may be allowed following review and approval by the Land Trust, and provided such activities will not have a deleterious impact on the purpose of this Declaration of Restrictions.
13. Environmental Restoration or Improvement Projects. With prior written approval by the Land Trust, all acts and uses which are necessary to restore any environmental damage or degradation and/or improve the Premises to more fully align with the purposes hereunder.
14. Use of Herbicides and Pesticides. The use of herbicides and pesticides, or any other chemical or mechanical means for the control of the plant life and insects, only as may

be permitted, in writing, by the Land Trust for the control of noxious or invasive species, and only if it will not impair the water quality or adjacent vegetation.

15. Permitted Acts and Uses. All acts and uses not prohibited by paragraph A, and not otherwise permitted herein, are permissible so long as they do not materially impair the Conservation Values, and are not expressly prohibited by the management plan, if any, in effect for the Premises, provided written approval is obtained from the Land Trust.

C. Site Restoration

Any work undertaken in conjunction with the Permitted Acts and Uses mentioned above shall seek to minimize disturbance to the Premises. Upon completion of any site work, to the extent feasible, any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph II.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Acts and Uses requiring a permit, license or other approval from a public agency does not imply that the Land Trust or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Land Trust. Whenever notice to or approval by Land Trust is required, Declarant shall notify or request approval from Land Trust, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Declarant intends to undertake the activity in question, except in the event of an emergency, or unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Declaration of Restrictions, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Land Trust to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Land Trust Review. Where Land Trust's approval is required, Land Trust shall grant or withhold approval in writing within sixty (60) days of receipt of Declarant's request. Land Trust's approval shall only be granted upon a showing that the proposed activity

will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Land Trust may require Declarant to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. Resubmittal. Land Trust's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Declarant may subsequently submit the same or a similar request for approval.

III. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Declarant hereby grants to the Land Trust, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Declaration of Restrictions.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Declaration of Restrictions by appropriate legal proceedings and to obtain compensatory relief and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Land Trust will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Land Trust for the enforcement of this Declaration of Restrictions.
2. Notice and Cure. In the event the Land Trust determines that a violation of this Declaration of Restrictions has occurred and intends to exercise any of the rights described herein, the Land Trust shall, before exercising any such rights, notify the Declarant in writing of the violation. The Declarant shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Land Trust may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Declarant immediately ceases the violation and Land Trust determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Land Trust may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Declarant covenants and agrees to reimburse to Land Trust all reasonable costs and expenses (including counsel fees) incurred by the Land Trust in enforcing this Declaration of Restrictions or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Declaration of Restrictions, Declarant

shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Declaration of Restrictions shall be at the sole discretion of Land Trust. Any election by the Land Trust as to the manner and timing of its right to enforce this Declaration of Restrictions or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Declaration of Restrictions, the Land Trust does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Land Trust or its agents.

E. Acts Beyond the Declarant's Control

Nothing contained in this Declaration of Restrictions shall be construed to entitle the Land Trust to bring any actions against the Declarant for any injury to or change in the Premises resulting from natural causes beyond the Declarant's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Declarant and Land Trust will cooperate in the restoration of the Premises, if desirable and feasible.

IV. PUBLIC ACCESS

Subject to the provisions of this Declaration of Restrictions, the Declarant hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph II.B.6 provided that such agreement by Declarant is subject to the Declarant's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Declarant has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph II.B.6. The Land Trust may require the Declarant to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Declarant and Land Trust hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

V. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Declaration of Restrictions can only be terminated, released, or extinguished, whether in whole or in part, by (i) a court of competent jurisdiction under applicable law, or (ii) recording in the Norfolk County Registry of Deeds of a Conservation Restriction by EEA-DCS pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws providing substantially the same protections as set forth herein on the then-current form provided by the EEA-DCS.

B. Intentionally Omitted

C. Land Trust's Receipt of Property Right

Declarant and Land Trust agree that the conveyance of this Declaration of Restrictions gives rise to a real property right, immediately vested in the Land Trust, for the purpose of enforcing this Declaration of Restrictions, but does not entitle Land Trust, upon extinguishment, release, or termination, to any proceeds received by the Declarant from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Declarant and the Land Trust shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Declarant and the Land Trust shall first be paid out of any recovered proceeds.

VI. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Declaration of Restrictions shall run with the Premises for the maximum period of time permissible under the laws of the Commonwealth of Massachusetts (including, without limitation, the exercise of any and all extensions), or until such time as EEA-DCS approves a Conservation Restriction pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws providing substantially the same protections as set forth herein on the then-current form provided by the EEA-DCS, and shall be enforceable against the Declarant and the successors and assigns of the Declarant holding any interest in the Premises. Such Conservation Restriction shall be recorded in the Norfolk County Registry of Deeds and once recorded shall supersede this Declaration of Restrictions in its entirety.

This Declaration of Restrictions is hereby intended and declared to be for the maximum period of time permissible under the laws of the Commonwealth of Massachusetts (including, without limitation, the exercise of any and all extensions), or until such time as the EEA-DCS approved Conservation Restriction is recorded and no re-recording of this Declaration of Restriction under G.L. c. 184, ss. 23-30 or any other law shall ever be necessary in order to maintain the full legal

effect and authority hereof and Declarant and its successors and assigns, including but not limited to all subsequent owners of the Premises, hereby waive all their legal right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Declaration of Restrictions and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration of Restrictions.

B. Execution of Instruments

The Land Trust is authorized to record or file any notices or instruments appropriate to assuring the maximum enforceability of this Declaration of Restrictions, including, without limitation, recording this Declaration of Restrictions at the Norfolk County Registry of Deeds. The Declarant, on behalf of itself and its successors and assigns, appoints the Land Trust its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Declarant and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Declaration of Restrictions shall run to the Land Trust, shall be in gross and shall not be assignable by the Land Trust, except when all of the following conditions are met:

1. the Land Trust requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, is a qualified, not-for-profit corporation under 501(C)(3) of the Internal Revenue Code and qualified under Massachusetts law to enforce this Declaration of Restriction; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Declarant agrees to incorporate by reference the terms of this Declaration of Restrictions in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Land Trust not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Declaration of Restrictions. If the Declarant fails to reference the terms of this Declaration of Restrictions in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Land Trust may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Declarant's expense, a notice of this Declaration of Restrictions. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Declarant's Liability

The Declarant shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Declaration of Restrictions shall survive the transfer for a period of one (1) year. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Declarant, the Land Trust shall, within thirty (30) days execute and deliver to the Declarant any document, including an estoppel certificate, which certifies the Declarant's compliance or non-compliance with any obligation of the Declarant contained in this Declaration of Restrictions.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Declaration of Restrictions into the fee. The Declarant agrees that it will not grant, and the Land Trust agrees that it will not take title, to any part of the Premises without having first assigned this Declaration of Restrictions following the terms set forth in Paragraph VI.C to ensure that merger does not occur and that this Declaration of Restrictions continues to be enforceable by a non-fee owner.

X. AMENDMENT

A. Limitations on Amendment

Declarant and Land Trust may amend this Declaration of Restrictions only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Declaration of Restrictions' duration;
2. be inconsistent with or materially impair the Purposes;
3. alter or remove the provisions described in Paragraph V (Termination/Release/Extinguishment); or
4. cause the provisions of this Paragraph X to be less restrictive; or
5. cause the provisions described in Paragraph VI.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Land Trust and Declarant and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XI. EFFECTIVE DATE

This Declaration of Restrictions shall be effective when the Declarant and the Land Trust have executed it, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Declarant: Name(s)
 Address
 Municipality, State, Zip code

With a copy to:

To Land Trust: Name
 Address
 Municipality, State, Zip code

With a copy to: Choate Hall & Stewart, LLP
 Two International Place
 Boston, MA 02110
 Attn: Andree Saulnier

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Declaration of Restrictions shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Declaration of Restrictions shall be liberally construed in order to effect the Purposes described herein. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Declaration of Restrictions or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration of Restrictions shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Declarant and Land Trust with respect to this Declaration of Restrictions and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Declaration of Restrictions, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights

The execution of this Declaration of Restrictions is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Declaration of Restrictions.

B. Release of Homestead

The Declarant attests that there is no residence on the Premises that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the Declarant, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. No Surety Interest

The Declarant attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If the Land Trust shall cease to exist or to be qualified to hold Declaration of Restrictions, and a prior assignment is not made pursuant to Paragraph VI, then Land Trust's rights and obligations under this Declaration of Restrictions shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VI.

E. Prior Encumbrances

This Declaration of Restrictions shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Declarant
Land Trust

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

H. No documentary stamps are required as this Declaration of Restrictions is a grant without payment of monetary consideration.

WITNESS my hand and seal this ____ day of _____, 202__,

By: _____

Its: _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Declaration of Restrictions from _____ was accepted by Needham Land Trust, Inc. this _____ day of _____, 202__.

By: _____

Its: _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Premises

0 Charles River Street (Map/Block 304-4) – approx. 3.25 acres

A parcel of land with the buildings thereon situated on Charles River Street in Needham in the County of Norfolk and said Commonwealth and shown as the westerly parcel of the two three-acre parcels located on Charles River Street shown on plan entitled ‘Plan of Land in Needham, Mass., Charles River St, dated November 25, 1980,’ prepared by Carmelo Frazetti and recorded as Plan 1034 of 1980, at Plan Book 286.

0 Charles River Street (Map/Block 304-5) – approx. 3.05 acres

A parcel of land with the buildings thereon situated on Charles River Street in Needham in the County of Norfolk and said Commonwealth and shown as the easterly parcel of the two three-acre parcels located on Charles River Street shown on plan entitled ‘Plan of Land in Needham, Mass., Charles River St, dated November 25, 1980,’ prepared by Carmelo Frazetti and recorded as Plan 1034 of 1980, at Plan Book 286.

EXHIBIT F
NORTHLAND PSA

[attached behind]

Exhibit H
Termination of Notice of Contract
(attached)

TERMINATION OF NOTICE OF CONTACT

This **TERMINATION OF NOTICE OF CONTRACT** (this “Termination”) is made and entered into as of _____, 20__, by and between **NORTHLAND RESIDENTIAL CORPORATION**, a Massachusetts corporation (“Northland”), and the **TOWN OF NEEDHAM**, a municipal corporation of the Commonwealth of Massachusetts (the “Town”), with respect to three separate parcels of land: (i) 484 Charles River Street, containing approximately 57.86 acres; (ii) 0 Charles River Street, containing approximately [3.25] acres; and (iii) 0 Charles River Street, containing approximately [3.05] acres, each as more particularly described on Exhibit A attached hereto (hereinafter collectively referred to as “Property”).

Northland and the Town entered into a certain unrecorded Development Agreement (the “Contract”), dated as of _____, 2023, related to the Property; and a certain Notice of Contract (the “Notice”), dated _____, 2023 and recorded in the Norfolk County District Registry of Deeds in Book ___, Page ___.

This Termination constitutes record notice that the Contract has terminated or expired and that the Contract and the Notice are of no further force or effect as of the date hereof.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Termination under seal on the day and year first above written.

NORTHLAND:

[to be added]

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF

)

_____, 202__

[to be updated based on Seller signature blocks].

Notary Public

My Commission expires:_____

THE TOWN:

[to be added]

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF

)

_____, 202__

[to be updated based on Buyer signature block].

Notary Public

My Commission expires: _____

EXHIBIT A

Legal Description of Property

(attached)

Exhibit I
Notice of Contract
(attached)

NOTICE OF CONTRACT

This **NOTICE OF CONTRACT** (this “Notice”) is made and entered into as of this _____, 2023, by and between **NORTHLAND RESIDENTIAL CORPORATION**, a Massachusetts corporation (“Northland”), and the **TOWN OF NEEDHAM**, a municipal corporation of the Commonwealth of Massachusetts (the “Town”), with respect to three separate parcels of land: (i) 484 Charles River Street, containing approximately 57.86 acres; (ii) 0 Charles River Street, containing approximately [3.25] acres; and (iii) 0 Charles River Street, containing approximately [3.05] acres, each as more particularly described on Exhibit A attached hereto (hereinafter collectively referred to as “Property”).

WHEREAS, Northland and the Town entered into a certain unrecorded Development Agreement (the “Contract”), dated as of _____2023, related to the Property; and

WHEREAS, Northland and the Town desire to execute and cause this Notice to be recorded for the purpose of providing record notice of certain obligations of Northland and the Town under the Contract relating to the Property;

NOW, THEREFORE, Seller and Buyer mutually agree as follows:

1. Pursuant to the terms of the Contract, the Town has a right to purchase the Property, as and to the extent provided in the Contract.
2. This Notice shall terminate on the date on which a termination of notice is recorded with the Norfolk County Registry of Deeds.
3. This Notice is not intended to, and shall not, modify, alter or terminate any term, provision or condition of the Contract. All persons desiring further information concerning the Contract are advised to inquire of the Town.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Notice under seal on the day and year first above written.

NORTHLAND:

[to be added]

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF) _____, 2023

[to be updated based on Seller signature blocks].

Notary Public

My Commission expires: _____

THE TOWN:

[to be added]

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF) _____, 2023

[to be updated based on Buyer signature block].

Notary Public

My Commission expires: _____

EXHIBIT A

Legal Description of Property

Exhibit A

PURCHASE AND SALE AGREEMENT

between

**[REDACTED], in his capacity as
TRUSTEE OF THE CHARLES H.W. FOSTER 2000 TRUST, and
TRUSTEE OF THE BARBARA D. FOSTER TRUST,
as Seller,**

and

**NORTHLAND RESIDENTIAL CORPORATION,
as Buyer**

0 and 484 Charles River Street, Needham, Massachusetts

Dated as of December 1, 2022

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 1st day of December, 2022 (the "Effective Date"), by and between [REDACTED], in his capacity as trustee of the Charles H.W. Foster 2000 Trust u/d/t dated March 15, 2000, for which a trustee's certificate is recorded at Book 31517, Page 527 in Norfolk County Registry of Deeds (the "Registry"), as the same may have been amended and affected by matters of record with the Registry (as to the ANR Lots (defined below)), and [REDACTED], in his capacity as trustee of the Barbara D. Foster Trust, u/d/t dated February 4, 2020, for which a trustee's certificate is recorded at Book 37582, Page 53 in the Registry as affected by that trustee's certificate recorded at Book 38445, Page 582, as the same may have been amended and affected by matters of record with the Registry (as to the House Lot (defined below)) ([REDACTED], in his capacity as trustee of both trusts, collectively hereinafter called "Seller"), and **NORTHLAND RESIDENTIAL CORPORATION**, a Massachusetts corporation, and/or its successors, assigns or nominees ("Buyer"), and is joined in for the limited purposes set forth herein by WFG National Title Insurance Company, as escrow agent ("Escrow Agent").

BACKGROUND

A. This Agreement is made with reference to the following real and personal property (collectively, the "Property"):

(1) Land. (a) All that land situated in the Town of Needham (the "Town"), County of Norfolk, Commonwealth of Massachusetts, being known and numbered as 0 Charles River Street (Map/Block 304-4, and 304-5) (the "ANR Lots"), as more particularly described on **Exhibit A-1** attached hereto, and as more particularly shown on **Exhibit B-1** attached hereto, together with all Appurtenances (defined below); and (b) all that certain land situated in the Town, County of Norfolk, Commonwealth of Massachusetts, being known and numbered as 484 Charles River Street (Map/Block 304-2) (the "House Lot", and together with the ANR Lots, the "Land"), as more particularly described on **Exhibit A-2** attached hereto, and as more particularly shown on **Exhibit B-1** attached hereto, together with all Appurtenances. The House Lot is comprised of the Northland Parcel and the Town Parcel, as shown on **Exhibit B-1** attached hereto.

(2) Building and Improvements. The buildings, structures and other improvements owned by Seller located on the Land, if any (collectively, the "Building and Improvements"), in (the Land, Building and Improvements being hereinafter collectively referred to as the "Real Property");

(3) Appurtenances. All rights, privileges and easements appurtenant or belonging to the Land, including without limitation all of Seller's rights, title and interest, if any, in and to any (a) streets, roads, ways, rights-of-way, alleys, passageways, driveways, sidewalks and parking areas adjacent to the Land or used in connection therewith, (b) land lying in the bed of any existing or proposed street or way adjacent to the Land, (c) utility and other easements serving, used or intended for the use, enjoyment, operation and/or maintenance of the Land and the Building and Improvements thereon, (d) development, air, water and signage rights with respect to the Land, and (e) those specific easements, rights of way or other appurtenances, if any, included in the legal

description of the Land set forth in the aforesaid **Exhibit A-1 and Exhibit A-2** (collectively, the "Appurtenances");

(4) Personal Property. All of Seller's right, title and interest in any contracts affecting the Real Property (to the extent that Seller has the right to transfer such items), and all trees, shrubs, plants, and surface and sub-surface improvements appurtenant to the Land, (collectively, the "Personal Property").

B. Buyer acknowledges and agrees that, upon the occurrence of the First Installment Closing, or Second Installment Closing, as the case may be, Buyer shall take title to the First Installment Property, or Second Installment Property, as the case may be, without any representation or warranty from Seller, except as expressly set forth herein. Except as expressly set forth in this Agreement, the Property is to be conveyed and sold, "**AS IS**", "**WHERE IS**" and "**WITH ALL FAULTS**." For the avoidance of doubt, Seller shall remove any personal property from the Building and Improvements prior to the Second Installment Closing Date. Notwithstanding anything to the contrary set forth herein, Seller shall have the right prior to the Second Installment Closing Date, to remove personal property from the Second Installment Property, and such removed personal property shall not be considered part of the Property and Buyer shall have no claim against Seller or receive any deduction from the Purchase Price as a result of the removal thereof. The provisions of this Paragraph shall survive the Closings. "AS IS" shall be defined as of the date of this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree:

1. Sale and Purchase. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price and on and subject to the other terms and conditions set forth in this Agreement. Except for those liabilities and obligations that Buyer accepts as provided in this Agreement, Buyer is not assuming any of the debts, liabilities or other obligations of, or claims against, Seller of any kind or nature whether direct or contingent and whether known or unknown.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be [REDACTED], subject to adjustment as set forth herein. The Purchase Price shall be allocated as follows:

[REDACTED] for the purchase of the ANR Lots (the "First Installment Property"); and

[REDACTED] for the purchase of the House Lot (the "Second Installment Property"), subject to adjustment as described below.

[REDACTED]

[REDACTED]

2.1 Signing Deposit. Within two (2) business days following the execution and delivery of this Agreement by both parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow by the Escrow Agent and delivered and released in accordance with this Agreement, a cash deposit in the amount of [REDACTED] (the "Signing Deposit").

2.2 Permitting Deposit. Within two (2) business days following the Inspection Period Expiration Date (as the same may be extended), Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow by the Escrow Agent and delivered and released in accordance with this Agreement, a cash deposit in the amount of [REDACTED] (the "Permitting Deposit"), and together with the Signing Deposit, any other deposits of earnest money made pursuant to the terms of this Agreement, and all interest earned thereon while held by Escrow Agent the "Deposit"). Escrow Agent shall invest the Deposit in an interest-bearing account acceptable to Buyer, and shall promptly deliver evidence of such deposit to Buyer and Seller. As used in this Agreement, "Business Day" shall mean any day which is not a Saturday, Sunday or holiday on which banks are closed in Suffolk County or Norfolk County, Massachusetts.

2.3 Payment at Closing; Funding Agreement. At the consummation of the transaction contemplated herein as to the First Installment Property (the "First Installment Closing") Buyer shall deliver to Escrow Agent cash in an amount equal to [REDACTED]. At the consummation of the transaction contemplated herein as to the Second Installment Property (the "Second Installment Closing") Buyer shall deliver to Escrow Agent cash in an amount equal to [REDACTED] less the Deposit, subject to adjustment as set forth above. The Purchase Price, subject to adjustments and apportionments as set forth herein, shall be paid at the Closings by wire transfer of immediately available federal funds, transferred to the order or account of Seller or such other person as Seller may designate in writing. The term "Closings" or "Closing" as used herein shall be read to include both the First Installment Closing and/or the Second Installment Closing, as the circumstances require and as is appropriate. It is the intent of the parties that this Agreement provide for two separate Closings hereunder, and to the extent any ambiguity or uncertainty is created by the use of the defined terms herein, this Agreement shall be read and interpreted liberally to permit two Closings on the terms set forth herein. The delivery and recording of documents and the disbursement of funds shall be effectuated at the Closings by an escrow administered by the Escrow Agent, pursuant to instructions consistent with the terms of this Agreement and those customarily used in similar transactions, and as otherwise mutually agreed to by Buyer and Seller.

3. Inspection Period; Access.

3.1 Seller Property Documents. Within five (5) Business Days after the Effective Date, Seller shall provide to Buyer copies of all of the documents listed on **Exhibit C** ("Seller Property Documents"). Seller shall not have, and expressly disclaims any liability, obligation or responsibility of any kind with respect to the delivery of any publicly available

documents germane to the Property or the content, accuracy or completeness of the Seller Property Documents. Buyer acknowledges and agrees that Seller is acting in his capacity as trustee, and shall have no obligation to provide documentation as to the condition of the Property other than the Seller Property Documents.

3.2 Access. During the term of this Agreement, Buyer, its consultants, agents and representatives, shall be entitled to enter upon the ANR Lots and the Town Parcel to make investigations and perform inspections. Buyer shall be permitted to perform limited invasive tests and inspections on the ANR Lots for the purpose of (i) conducting soil testing for confirmation of waste water disposal verification in order to demonstrate that the ANR Lots can be subdivided into six 1-acre building lots; and (ii) confirming valuation of the ANR Lots related to the Buyer's purchase and financing of the same. Buyer shall be permitted to perform limited invasive tests and inspections on the Town Parcel for the purpose of confirming the ability to connect the Northland Parcel to MWRA/municipal sewer lines located along the Charles River edge of the Town Parcel. For the avoidance of doubt, any invasive tests and inspections on the Town Parcel shall be done in a manner so as to affect or disturb the minimal amount of the Town Parcel as is possible and Buyer shall not remove or disturb any vegetation from the Town Parcel without Seller's express prior written consent. During the term of this Agreement, Buyer, its consultants, agents and representatives, shall be entitled to enter upon the Northland Parcel, to make investigations and perform inspections and tests of various aspects of the Northland Parcel, including, but not limited to, values, marketability, financeability, wetlands delineation, boundaries, topography, title, presence or absence of ledge, zoning and permitting aspects, surveys, environmental studies, geotechnical studies, borings, soil and groundwater samples, scrapings, examinations and tests of all aspects of the Northland Parcel; provided, that Buyer shall provide Seller with reasonable prior notice of such entry upon the Northland Parcel (and in the case of intrusive or invasive investigations, reasonable prior notice shall be two (2) Business Days prior notice). Buyer shall patch and repair any damage to the Northland Parcel caused by any such tests or investigations (including, without limitation, reseeding any grass areas affected by Buyer's access to, or tests and investigations on, the Town Parcel), and indemnify, defend and hold harmless Seller from any and all liabilities, claims, costs, expenses (including reasonable attorneys' fees), liens and damages, resulting therefrom, or from any other damage to property or injury to persons resulting from Buyer's inspections. The foregoing indemnification shall survive the Closings or the termination of this Agreement for a period of twelve (12) months following the Closings or such termination. Before Buyer, its agents or representatives enter onto the Northland Parcel, Buyer shall deliver to Seller a certificate of insurance naming Seller as additional insured, evidencing (A) commercial general liability insurance (including property damage, bodily injury and death) issued by an insurance company having a rating of at least "A-VII" by A.M. Best Company, with limits of at least One Million and 00/100 (\$1,000,000) per occurrence for bodily or personal injury or death and Two Million and 00/100 (\$2,000,000) aggregate per location for any insurance carried by Buyer's consultants, agents or representatives, and limits of at least One Million and 00/100 (\$1,000,000) per occurrence for bodily or personal injury or death and Two Million and 00/100 (\$2,000,000) aggregate per location for any insurance carried by Buyer for so long as Buyer is not actively undertaking any such investigations, but is accompanying consultants, agents or representatives that are actively undertaking such investigations, and (B) excess liability insurance issued by an insurance company having a rating of at least "A-VII" by A.M. Best Company, with a Five Million and 00/100 (\$5,000,000) limit carried by Buyer. Buyer agrees to conduct and to cause its agents, consultants, employees, contractors and representatives to conduct its

investigations and inspections (A) in a safe and professional manner, (B) so as not to create any dangerous or hazardous condition on the Northland Parcel, (C) in compliance with all applicable laws, and (D) only after obtaining all permits, if any, required to be obtained with respect to such inspections. For the sake of clarity, Buyer and Seller hereby agree that Buyer is not required to provide Seller with any studies, reports, investigations or other materials prepared by or for Buyer in conjunction with Buyer's due diligence investigations of the Northland Parcel and Buyer shall retain sole ownership of all such materials.

3.3 Inspection Period (a) The term "Inspection Period," as used herein, shall mean the period beginning on the Effective Date and ending at 6:00 p.m. Eastern Time on the day which is the 60 days following the Effective Date ("Inspection Period Expiration Date"). If such day is not a Business Day, the Inspection Period shall be extended until 6:00 p.m. Eastern Time on the next Business Day. Buyer may terminate this Agreement in its sole discretion for any reason or no reason by delivery of written notice of such election to Seller and Escrow Agent given at any time prior to expiration of the Inspection Period, in which event the Signing Deposit shall be returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice prior to the expiration of the Inspection Period (as the same may be extended), the contingency provided for in this Section 3.3 shall no longer be applicable (whether or not Buyer continues its due diligence after the Inspection Period), and this Agreement shall continue in full force and effect, Buyer shall be conclusively deemed to have waived its right to terminate this Agreement under this Section 3.3, and the Signing Deposit shall become non-refundable, except as otherwise provided for herein, and shall be immediately released directly to Seller by Escrow Agent (but shall be applicable to the Purchase Price).

(b) Buyer shall have the right to extend the Inspection Period by up to fifteen (15) days, provided that Buyer notifies Seller in writing on or before 6:00 p.m. Eastern time on the Inspection Period Expiration Date.

3.4 Title and Survey. Buyer, at its sole cost and expense, will order an updated title commitment ("Buyer's Commitment") from WFG National Title Insurance Company (the "Title Company") and such survey of the Property as Buyer shall desire (the "Survey"). Buyer shall have until the expiration of the Inspection Period to provide written notice to Seller (the "Title Notice" and the date of such notice, the "Title Notice Date") of any matters shown by Buyer's Commitment or the Survey which are not satisfactory to Buyer (collectively, the "Title Objections"). Within five (5) Business Days following receipt of the Title Notice, Seller shall give to Buyer a written notice ("Seller's Response Title Notice") stating that (i) Seller agrees to use reasonable efforts to cure one or more of the Title Objections identified in the Title Objection Notice on or before the First Installment Closing, or Second Installment Closing, as the case may be, or (ii) Seller does not agree to, or cannot, cure one or more of the defects identified in the Title Objection Notice; it being understood and agreed that Seller shall be obligated to eliminate prior to the First Installment Closing, or Second Installment Closing, as the case may be, all mortgages and assignments of leases and rents, mechanic's liens, tax liens, assessment liens, judgment liens, attachments, mortgage liens, and other similar exceptions to the title to the First Installment Property, or Second Installment Property, as the case may be, unless created by Buyer ("Monetary Encumbrances"). For purposes of this Section 3.4 "reasonable efforts" to cure any Title Objections

shall not require Seller to expend more than [REDACTED], in the aggregate.

In the event Seller is unable or unwilling to cure all of the Title Objections on the terms set forth in this Section 3.4, or cause the Title Company to insure over, any of the Title Objections contained in Buyer's Title Notice, Buyer may take either of the following actions (x) Buyer may terminate this Agreement by written termination notice to Seller received by Seller within five (5) Business Days of delivery of Seller's Response Title Notice ("Title Approval Date") and the Signing Deposit shall be returned to Buyer, or (y) Buyer may proceed to close this transaction, subject to the terms and conditions of this Agreement, in which event Buyer shall waive the Title Objections which Seller is unable or unwilling to cure. All matters shown on the Buyer's Commitment and/or the Survey and any update thereof issued by the Title Company prior to the Title Notice Date with respect to which Buyer fails to give a Title Notice on or before the last date for so doing, shall be deemed to be approved by Buyer and shall constitute a Permitted Encumbrance (as defined below) as provided in Section 3.6 hereof.

3.5 New Encumbrances. Buyer shall have the right to object to any new title or survey matters first occurring after the date of Buyer's Commitment or the Survey (each a "New Encumbrance") which will materially and adversely affect Buyer's development and use of the Property and is not acceptable to Buyer, by giving written notice of the New Encumbrance to which Buyer is objecting within five (5) Business Days of Buyer's becoming aware thereof. If Buyer does not object to any New Encumbrance by giving written notice to the Seller within five (5) Business Days of Buyer's becoming aware thereof, such New Encumbrance shall be a Permitted Encumbrance. In the event Buyer gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of Section 3.4 shall apply with respect thereto as if set forth herein in full. If any New Encumbrance is a Monetary Encumbrance, Seller must satisfy same on or before the First Installment Closing Date, or Second Installment Closing Date, as the case may be, in accordance with the provisions of Section 3.4. Seller covenants and agrees that it shall not voluntarily grant any rights or otherwise willingly accept any New Encumbrance (including any Monetary Encumbrance other than inchoate liens for real estate taxes) during the term of this Agreement.

3.6 Permitted Encumbrances. Unless Buyer terminates this Agreement pursuant to Section 3.3, Section 3.4 or Section 3.5 hereof, Buyer shall be deemed to have approved and to have agreed to purchase the Property subject to the following:

3.6.1 All exceptions (including printed exceptions) to title shown in the Buyer's Commitment, or any update thereto issued by the Title Company other than Title Objections and New Encumbrances identified and not thereafter waived by Buyer;

3.6.2 All matters, rights, interests, discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts shown on the Survey or any update thereto issued by the survey, other than Title Objections and New Encumbrances identified and not thereafter waived by Buyer;

3.6.3 The lien of non-delinquent real and personal property taxes and all assessments and unpaid installments thereof which are not delinquent;

3.6.4 Any other lien, encumbrance, easement or other exception or matter voluntarily imposed or consented to by Buyer prior to or as of the First Installment Closing Date, or Second Installment Closing Date, as the case may be.

All of the foregoing are referred to herein collectively as “Permitted Encumbrances.” Notwithstanding the foregoing, the Permitted Encumbrances shall not include any Monetary Encumbrances, or any Title Objection which Seller has agreed to cure, or is obligated to cure.

3.7 Reporting. In the event that Buyer’s due diligence reveals any condition of the Northland Parcel that in the opinion of Buyer’s licensed site professional may require disclosure to any governmental agency or authority by Seller, Buyer shall immediately notify Seller thereof (and in any event within two (2) business days). In such event, Seller, and not Buyer or anyone acting on Buyer’s behalf, shall make such disclosures as Seller deems appropriate. Notwithstanding the foregoing, Buyer may disclose matters concerning the Property to a governmental authority if, (a) in the opinion of Buyer’s outside legal counsel, Buyer is required by law to make such disclosure, (b) Buyer’s outside legal counsel consults with Seller’s outside legal counsel regarding Buyer’s outside legal counsel’s analysis of the applicable laws (including, the basis of Buyer’s outside legal counsel’s opinion that disclosure by Buyer is required), and (c) to the extent practicable and permitted by law, Buyer gives Seller not less than ten (10) Business Days prior written notice of the proposed disclosure.

4. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

4.1 Authority. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated hereby. This Agreement has been, and all of the documents to be executed and delivered by Seller at the Closings shall be, duly authorized by all requisite trust action and properly executed and shall constitute valid and binding obligations of Seller.

4.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party, which will not be discharged, assumed or released at the Closings.

4.3 Patriot Act. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “Order”) and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the “Orders”). Neither the Seller nor any of its affiliates (A) is listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred

to as the "Lists"), (B) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is owned or controlled by (including without limitation by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

4.4 Seller has no knowledge of any past or present contamination of the Property in violation of any local, state or federal law, regulation, order, permit or approval.

4.5 Seller has no knowledge of any past or present underground fuel storage tanks on the Property.

4.6 To Seller's knowledge, there is no contemplated, threatened or actual eminent domain proceeding(s) and/or litigation, or the expiration or termination of filing of any appeals of any permits previously granted with respect to the Property, or any other past or current legal proceedings which, if adversely determined, would affect the ability of Buyer to acquire and/or develop the Property for the Project.

4.7 To Seller's knowledge, there are no existing leases, subleases, rental or occupancy agreements, written or oral, in effect which affect the Property, or would permit possession of the Property or any portion thereof after Closing (specifically excepting any agreements as between Buyer and the Town with respect to the Property).

4.8 To Seller's knowledge, there are no construction, management, leasing, service, equipment, supply, maintenance, or concession agreements in effect with respect to the Property which shall be binding upon Buyer or the Property after the Closing.

4.9 To Seller's knowledge, no person, firm, corporation or other entity has any right or option to acquire the Property or any part thereof (specifically excepting any agreements as between Buyer and the Town with respect to the Property), whether or not superior to Buyer's rights under this Agreement.

4.10 Seller is not a "foreign person" as in Section 1445(f)(3) of the Internal Revenue Code.

4.11 To Seller's knowledge, Seller has paid in full all invoices for material or labor furnished for the Property and no labor has been performed or materials furnished for the Property or any part thereof, nor is any such work or material to be performed at the Property for which a mechanics' or materialmen's lien or liens or any other lien can be claimed by any person, excluding any parties employed by Buyer, its agents, consultants or representatives. Subject to the limitations set forth in the preceding sentence, Seller shall indemnify and hold Buyer harmless from any claims, liabilities or expenses from nonpayment for material or labor furnished for the Property.

4.12 To Seller's knowledge, the real estate tax status of the Property is not subject M.G.L. ch. 61A or 61B.

The foregoing representations and warranties shall survive Closing for a period of six (6) months, and Buyer's obligations hereunder shall be contingent upon all of the foregoing being and

remaining true and accurate in all material respects as of the Closing. References to the "knowledge" of Seller means only the current actual knowledge of [REDACTED] (the "Trustee"). The Trustee has no duty (imposed or implied) to investigate, inspect or audit any files or documents in the possession or control of Seller, or otherwise (including without limitation any public records), or make any other inquiries, pertaining to the representations or warranties made by Seller in this Section 4. Buyer hereby acknowledges and agrees that, in no event, will the Trustee have any personal liability arising from a breach of a representation or warranty by Seller.

Until the Closing(s) or such time as this Agreement has been terminated, Seller shall not hereafter encumber, transfer, convey, lease, license or assign, or alter the real estate tax classification of, the Property, except as expressly provided herein.

5. **Representations and Warranties of Buyer.**

(a) Buyer represents and warrants that:

(i) Authority. Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and is qualified to do business in the Commonwealth of Massachusetts. Buyer has the full limited liability company right and authority and has obtained any and all limited liability company consents required to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated hereby. This Agreement has been, and all of the documents to be executed and delivered by Buyer at the Closings shall be, duly authorized by all requisite corporate action and properly executed and shall constitute valid and binding obligations of Buyer or its successor, assignee or nominee, subject to applicable bankruptcy and similar laws for the benefit of debtors.

(ii) No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of the Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at the Closings. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

(iii) Patriot Act. Buyer is in compliance with the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any other Orders. Neither the Buyer nor any of its affiliates (A) is listed on the Lists, (B) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (C) is owned or controlled by (including without limitation by virtue of such Person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

6. **Development Approvals**. Buyer intends to develop the Property for the Project (as defined below), and Buyer's obligation to proceed to the Second Installment Closing is contingent upon Buyer having obtained all of the Development Approvals (as defined below), with any applicable appeal periods having expired with no appeals having been filed (or with any such appeals having been fully and finally dismissed to Buyer's reasonable satisfaction).

6.1 **Development Approvals Condition**.

(a) Commencing on the Effective Date, Buyer, at Buyer's sole cost and expense, shall use commercially reasonable, good faith, continuous and diligent efforts to obtain any and all governmental or quasi-governmental permits, approvals, variances, entitlements and the like (including, without limitation and to the extent required, a development agreement (the "**Development Agreement**") with the Town for the Project wherein the Town agrees to purchase from Buyer the ANR Lots and the Town Parcel for the sum of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), a Site Eligibility Letter from the Massachusetts Department of Housing and Community Development ("**DHCD**") or other applicable state subsidized housing agency for the Project, a LIP application to DHCD or other applicable state subsidized housing agency, an Order of Conditions from the Needham Conservation Commission, MEPA approvals, sewer connection permit, subdivision approval of the House Lot into the Northland Parcel and Town Parcel, and a Comprehensive Permit from the Needham Zoning Board of Appeals for the Project, but specifically excluding any partial or full building permit or certificate of occupancy), with all appeal periods thereon having expired with no appeal having been filed (cumulatively, the "**Development Approvals**") in order to both demolish the Buildings and Improvements, and develop, a project on the Northland Parcel containing approximately [REDACTED] age-targeted residential units, with no more than [REDACTED] of such units being moderate-income units, in accordance with its development plan (the "**Project**"). It shall be a condition of Buyer's obligation to consummate the Second Installment Closing contemplated hereunder (the "**Development Approvals Condition**") that such Development Approvals, with all applicable appeal periods having expired with no appeals having been filed (or with any such appeals having been fully and finally dismissed) shall be received within nine (9) months of the Effective Date, subject to extension as set forth herein (the "**Outside Approval Date**"). Buyer may waive the Development Approvals Condition at any time at Buyer's sole option, by delivery of written notice from Buyer to Seller.

(b) Buyer shall have the right to extend the Outside Approval Date by up to sixty (60) days (the "**Extended Outside Approval Date**"), provided that Buyer (i) is proceeding with commercially reasonable, good faith, continuous and diligent efforts to obtain the Development Approvals, and (ii) notifies Seller in writing on or before 6:00 p.m. Eastern time at least thirty (30) days prior to the expiration of the Outside Approval Date. In the event Buyer exercises its right to extend the Outside Approval Date as set forth in this Section 6.1(b), then one-half of the Permitting Deposit, equal to [REDACTED] shall become non-refundable (except as otherwise provided for herein), and shall be released directly to Seller by Escrow Agent (but shall be applicable to the Purchase Price).

(c) Buyer shall have the right to extend the Extended Outside Approval Date by up to thirty (30) days (the "**Subsequent Extended Outside Approval Date**"), provided that provided that Buyer (i) is proceeding with diligent, good faith efforts to obtain the Development

Approvals, and (ii) notifies Seller in writing on or before 6:00 p.m. Eastern time at least thirty (30) days prior to the expiration of the Extended Outside Approval Date. In the event Buyer exercises its right to extend the Outside Approval Date as set forth in this Section 6.1(c), then one-half of the Permitting Deposit, equal to [REDACTED] shall become non-refundable (except as otherwise provided for herein), and shall be released directly to Seller by Escrow Agent (but shall be applicable to the Purchase Price).

(d) The Approval Date may be extended to the extent necessary to resolve or defend any appeals of the Development Approvals, provided that (i) Buyer shall have already exercised its extensions set forth in Section 6.1(b) and 6.1(c) (and if not, Buyer shall exercise such extensions), (ii) Buyer shall provide Seller with five (5) Business Days' advance written notice of all hearings regarding such appeals, and (iii) in no event shall the Approval Date extend more than ninety (90) days following the Subsequent Extended Outside Approval Date without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

6.2 Seller Cooperation; Non-Opposition. Seller shall reasonably cooperate with Buyer in its process of obtaining Development Approvals, by executing, at Buyer's request, any applications for Development Approvals if so required as fee owner of the Property, provided that such obligation shall not subject Seller to any cost or expense nor require Seller to attend any public hearing or subject the Property to any modification or demolition prior the applicable Closing for such portion of the Property. Neither Seller, nor any employee, officer, director, representative, or agent of Seller acting in its official capacity on Seller's behalf shall object before any governmental authority, by means of appeals or oral or written opposition, to Buyer's development of the Property. Notwithstanding the foregoing, Buyer acknowledges and agrees that at all times while Buyer is pursuing the Development Approvals: (a) Buyer shall use good faith efforts to advise Seller and give Seller reasonable advance notice in accordance with Section 15 below and an opportunity to be present at all public hearings, public meetings, and meetings with neighborhood and community groups regarding the proposed Project; (b) Buyer shall record only such permits, determinations, approvals or other documents relating to the Property or the Project which must be recorded to avoid their lapse, subject to prior approval by Seller, which shall not be unreasonably withheld, conditioned, or delayed; (c) Buyer shall provide Seller with information copies of all applications and documents filed by Buyer with any governmental authority concerning the Property or the Project, if possible prior to such filing and, in any event, promptly thereafter; (d) Buyer shall not orally or in writing agree to anything with any governmental authority, person, entity or other organization that results in any financial or other obligation that is binding on Seller or on the Property that Seller would be responsible for satisfying if the Second Installment Closing does not occur, Buyer hereby acknowledging and agreeing that any and all such agreements must be contingent on the Second Installment Closing occurring as contemplated herein; (e) any actions taken by Buyer at any time, and any changes to the present zoning classification of the Property, shall not in any way impact, impair, restrict or limit Buyer's current zoning scheme, including, without limitation Seller's present "by right" or "legal-non conforming" uses, such that any new or expanded uses, permits, approvals or determinations obtained by Buyer or any changes to the Town's Zoning By-Law (the "Zoning By-Law") requested by Buyer (if any) only will be supplemental or additive to such "by right" or "legal non-conforming" currently enjoyed by Seller at the Property; and (f) Buyer shall not materially change the scope of the Project beyond the parameters outlined in this Agreement without Seller's prior approval, which may be withheld in Seller's sole and absolute discretion. For purposes of the preceding clause (f) of this Section 6.2

only, “materially change” shall not include: (i) a minor change in the number of units to be developed on the Northland Parcel or minor shifts in the proposed boundary lines between the Northland Parcel and Town Parcel, or (ii) other changes which reduce the portion of the Land set aside for open space and/or conservation, as depicted on **Exhibit B-1**, in a de minimis manner. For the avoidance of doubt, any proposed change to the use of the House Lot for uses other than residential purposes shall be considered a “material change” to the scope of the Project for the purposes of the preceding clause (f) of this Section 6.2.

With respect specifically to sub-section (e) above, Buyer and Buyer’s attorneys shall confer in advance with Seller and Seller’s attorneys to discuss any proposed changes to the Zoning By-Law or the Zoning Map required for the Project which would impact the Property and would require Town Meeting approval. Buyer shall not submit any such proposed zoning changes which would violate the requirements of sub-section (e) above without first obtaining Seller’s prior written consent, which may be withheld in Seller’s sole and absolute discretion.

6.3 Buyer Termination Right. If the Development Approvals Condition is not satisfied by the Outside Approval Date, as the same may be extended, or if at any time following the Effective Date of this Agreement and prior to the Outside Approval Date, as the same may be extended, Buyer determines in its reasonable discretion that the Development Approvals Condition is unlikely to be satisfied, Buyer may terminate this Agreement by delivery of written notice of such election to Seller and Escrow Agent given on or before the Outside Approval Date, as the same may be extended, in which event the Permitting Deposit shall be returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. Notwithstanding the foregoing, if Buyer exercises its termination right pursuant to this Section 6.3 and Buyer has failed to exercise good faith, diligent efforts to obtain the Development Approvals, then Seller shall retain the Permitting Deposit. For purposes of the preceding sentence, good faith, diligent efforts shall include, without limitation, any one of the following actions taken by Buyer following the Effective Date and prior to the Outside Approval Date (and Escrow Agent shall be permitted to accept any of the following as evidence of diligent efforts): submission and/or preparation of any application for any Development Approval, Buyer’s written confirmation of any meetings with public officials to discuss Development Approvals, preparation of any design drawings or renderings for redevelopment of the Project.

7. Conditions Precedent

(a) Buyer’s obligations to consummate the transaction contemplated by this Agreement and Buyer’s liabilities hereunder are conditioned on the satisfaction at or before the time of the First Installment Closing, or Second Installment Closing, as the case may be, of each of the following conditions (any one or more of which may be waived or modified, in whole or in part by Buyer, at Buyer’s sole option, at any time during the term of this Agreement by delivery of written notice from Buyer to Seller, provided that the waiver or modification by Buyer of any one condition shall not release Seller from performing all remaining conditions) (“Conditions Precedent to Buyer’s Obligations”):

(i) Accuracy of Representations. All representations and warranties of Seller shall remain true and correct in all material respects as of the First Installment Closing Date, or the Second Installment Closing Date, as the case may be.

(ii) Performance. Seller shall have performed, observed and complied in all material respects with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of First Installment Closing, or Second Installment Closing, as the case may be.

(iii) Documents and Deliveries. All instruments and documents required to be delivered by Seller under Section 10.2 of this Agreement shall be delivered to Escrow Agent and shall be in form and substance consistent with the requirements herein.

(iv) Condition of Title. Title to the Property and the condition of the Survey shall be subject only to the Permitted Encumbrances.

(v) Development Approvals. The Development Approvals Condition having been satisfied or waived.

(vi) Town Approval. A vote at a Town Meeting approving the acquisition of the Town Parcel and the ANR Lots, and the appropriation of the funds therefor.

(vii) Condition of Property. The Property shall be in materially the same condition it is in as of the Effective Date, casualty, normal wear and tear and any matters arising from the actions or inactions of any Buyer party, excepted. There shall have been no release of hazardous materials by Seller in violation of applicable law on, in, under or about the Property subsequent to the Effective Date.

(b) Seller's obligations to consummate the transaction contemplated by this Agreement and Seller's liabilities hereunder are conditioned on the satisfaction at or before the time of First Installment Closing, or Second Installment Closing, as the case may be, of each of the following conditions (any one or more of which may be waived or modified, in whole or in part by Seller, at Seller's sole option, at any time during the term of this Agreement by delivery of written notice from Seller to Buyer, provided that the waiver or modification by Buyer of any one condition shall not release Seller from performing all remaining conditions):

(i) Accuracy of Representations. All representations of Buyer shall remain true and correct in all material respects as of the First Installment Closing Date, or the Second Installment Closing Date, as the case may be.

(ii) Performance. Buyer shall have performed, observed and complied in all material respects with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of First Installment Closing, or Second Installment Closing, as the case may be.

(iii) Documents and Deliveries. All instruments and documents required to be delivered by Buyer under Section 10.3 of this Agreement shall be delivered to Escrow Agent and shall be in form and substance consistent with the requirements herein.

8. **Failure of Conditions – Termination.**

8.1 Failure of Condition. In the event that any of the Conditions Precedent to Buyer's Obligations are not satisfied by the First Installment Closing Date, or the Second Installment Closing Date, as the case may be, in Buyer's reasonable discretion (a "Failure of Buyer's Condition"), then, Buyer may elect, by written notice to Seller, to (i) terminate this Agreement by notice to Seller before or at the First Installment Closing, or Second Installment Closing, as the case may be; (ii) extend the First Installment Closing Date, or the Second Installment Closing Date, as the case may be by up to 90 days to allow Seller to cure the Failure of Buyer's Condition, in which case Seller shall use commercially reasonable efforts to cure such failure; or (iii) waive or modify the condition and proceed to the First Installment Closing, or Second Installment Closing, as the case may be, without reduction in the Purchase Price. No waiver or modification of any condition shall constitute a waiver or modification of any other condition. Notwithstanding anything to the contrary contained herein, Buyer shall have no right to nullify or unwind the First Installment Closing in the event of any Failure of Buyer's Condition as to the Second Installment Closing which is discovered or occurs after the First Installment Closing Date. For purposes of this Section 8.1 "commercially reasonable efforts" to cure failures of Conditions Precedent to Buyer's Obligations shall not require Seller to expend more than [REDACTED], in the aggregate. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to use commercially reasonable efforts to cure any failure of the Condition Precedent to Buyer's Obligations set forth in Sections 7(a)(iv), 7(a)(v), or 7(a)(vi).

8.2 Termination. If Buyer elects to terminate this Agreement due to a Failure of Buyer's Condition, the Deposit shall be returned to Buyer (other than any portion of the Deposit that has, or was obligated to have, already been released directly to Seller by Escrow Agent), and neither party shall have any further rights, obligations or liabilities hereunder, except that if such Failure of Buyer's condition occurs as a result of the action, inaction, or default of Seller, Buyer shall be entitled to pursue the remedies set forth in Section 13.2, regardless of Buyer's election under Section 8.1 above.

9. Seller's Covenants.

9.1 Affirmative Covenants. Between the date of this Agreement and the First Installment Closing Date, or Second Installment Closing Date, as the case may be, Seller agrees to:

9.1.1 give prompt written notice to Buyer of any fire or other casualty affecting any portion of the Property after the date of this Agreement;

9.1.2 deliver to Buyer promptly after receipt by Seller copies of all notices of violation issued by any board, bureau, commission, department or body of any municipal, county, state or federal government unit, or any subdivision thereof, with respect to the Property received by Seller after the date of this Agreement;

9.1.3 in the event Seller becomes aware that any representation or warranty of Seller set forth in Section 5 hereof will not be true and correct in all material respects on the First Installment Closing Date, or Second Installment Closing Date, as the case may be, as if made at and as of the First Installment Closing Date, or Second Installment Closing Date, as the

case may be, Seller shall give prompt written notice thereof to Buyer, which notice shall include all appropriate information related thereto that is in Seller's possession or control; and

9.1.4 maintain the Property using the same level of effort and expense as Seller has maintained the Property for Seller's own account prior to the Effective Date.

9.2 Negative Covenants. Between the Effective Date and the First Installment Closing Date, or Second Installment Closing Date, as the case may be, Seller agrees that, without Buyer's written consent in each case, it will not:

9.2.1 voluntarily grant, create, assume or permit to be created any mortgage in excess of any presently outstanding principal sum, lien, encumbrance, easement, covenant, condition, right-of-way or restriction upon the Property, or voluntarily take or permit any action adversely affecting the title to the Property, as it exists on the date of this Agreement.

9.2.2 enter into any leases upon the Property or enter into any contracts concerning the Property that would be binding on the Buyer after the First Installment Closing Date, or Second Installment Closing Date, as the case may be.

9.2.3 directly or indirectly transfer or market the Property to others, employ or direct any agent with respect to the marketing or disposition of the Property, directly or indirectly solicit, accept or consider any such offer or expression of interest, or negotiate or enter into any "back up" or contingent offers or agreements with respect to the sale of the Property.

10. Closing(s); Deliveries.

10.1 Bifurcated Closing; Time of Closing. (a) The Closing shall take place in two installments – the First Installment Closing and the Second Installment Closing. Notwithstanding anything to the contrary contained herein, the Purchase Price in the First Installment Closing shall not be reduced by the amount of the Deposit, and such Deposit amount shall be deducted from the Purchase Price in the Second Installment Closing. The term "Closing Dates" or "Closing Date" as used herein shall be read to include both the First Installment Closing Date and/or the Second Installment Closing Date, as the circumstances require and as is appropriate. Neither party and/or their attorney shall be obligated to attend either Closing in person, and the parties may arrange to close by overnight mail, courier services, or electronic delivery of documents, accompanied by customary escrow instructions to the Escrow Agent, consistent with the provisions of this Agreement, and in accordance with standard conveyancing practices in the Commonwealth of Massachusetts.

(b) The First Installment Closing shall take place at 11:00 a.m. Eastern Time, at the offices of the Buyer's attorney or Escrow Agent, on the date which is ninety (90) days following the Effective Date (the "First Installment Closing Date").

(c) The Second Installment Closing shall take place at 11:00 a.m. Eastern Time, at the offices of the Buyer's attorney or Escrow Agent, on the date which is forty-five (45) days following the expiration of the Outside Approval Date, as the same may be extended (the "Second Installment Closing Date").

10.2 Seller Deliveries. (a) At least two (2) Business Days prior to the First Installment Closing Date, Seller shall deliver to Buyer, through the escrow administered by Escrow Agent, the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same:

(i) A Quitclaim Deed to the Real Property from Seller, duly executed and acknowledged by Seller and substantially in the form of **Exhibit D-1**, as to the First Installment Property, which Quitclaim Deed shall be subject to approval by the Title Company.

(ii) Such affidavits or letters of indemnity as the Title Company shall reasonably require in order to omit from the owner's policy of title insurance exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to the First Installment Closing or for rights of parties in possession, as to the First Installment Property.

(iii) A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as to the First Installment Property.

(iv) A certification by Seller that all representations and warranties made by Seller in Section 4 of this Agreement are true and correct in all material respects on the date of the First Installment Closing, as modified or deemed modified in accordance therewith.

(v) A Bill of Sale from Seller, duly executed by Seller and substantially in the form of **Exhibit E**, as to the First Installment Property.

(vi) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, as to the First Installment Property.

[REDACTED]

(b) At least two (2) Business Days prior to the Second Installment Closing Date, Seller shall deliver to Buyer, through the escrow administered by Escrow Agent, the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same:

(i) A Quitclaim Deed to the Real Property from Seller, duly executed and acknowledged by Seller and substantially in the form of **Exhibit D-2**, as to the Second Installment Property, which Quitclaim Deed shall be subject to approval by the Title Company.

(ii) Such affidavits or letters of indemnity as the Title Company shall reasonably require in order to omit from the owner's policy of title insurance exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to the Second Installment Closing or for rights of parties in possession, as to the Second Installment Property.

(iii) A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as to the Second Installment Property.

(iv) A Bill of Sale from Seller, duly executed by Seller and substantially in the form of **Exhibit E**, as to the Second Installment Property.

(v) A certification by Seller that all representations and warranties made by Seller in Section 4 of this Agreement are true and correct in all material respects on the date of the Second Installment Closing, as modified or deemed modified in accordance therewith.

(vi) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, as to the Second Installment Property.

[REDACTED]

(viii) The Declaration of Restrictions to be recorded with respect to the ANR Lots.

10.3 Buyer Deliveries. (a) At least two (2) Business Days prior to the First Installment Closing Date Buyer shall deliver to Seller, through the escrow administered by Escrow Agent, the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same:

(i) In accordance with Seller's instructions, a wire transfer in the amount of the Purchase Price allocated for the First Installment Closing ([REDACTED]) and subject to the adjustments provided for in this Agreement, transferred to the order or account of Seller or to such other person or persons as Seller shall designate in writing.

(ii) A certification by Buyer that all representations and warranties made by Buyer in Section 5 of this Agreement are true and correct in all material respects on the date of the First Installment Closing.

(iii) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, as to the First installment Property.

(b) At least two (2) Business Days prior to the Second Installment Closing Date Buyer shall deliver to Seller, through the escrow administered by Escrow Agent, the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same:

(i) In accordance with Seller's instructions, a wire transfer in the amount of the Purchase Price allocated to the Second Installment Closing ([REDACTED]), less the Deposit, and subject to the adjustments provided for in this Agreement, transferred to the order or account of Seller or to such other person or persons as Seller shall designate in writing.

(ii) A certification by Buyer that all representations and warranties made by Buyer in Section 5 of this Agreement are true and correct in all material respects on the date of the Second Installment Closing.

(iii) All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby, as to the Second Installment Property.

(iv) The Declaration of Restrictions to be recorded with respect to the ANR Lots.

11. Apportionments; Taxes; Expenses.

11.1 Taxes and Utilities. Real estate taxes and any general or special assessments for the applicable tax period ("Taxes") and water and sewer charges (if any) and any utility charges (collective with Taxes, "Charges and Taxes") shall be apportioned or prorated between Seller and Buyer as of the close of the day preceding the First Installment Closing Date or the Second Installment Closing Date, as the case may be. If final tax statements for the applicable tax period or any applicable statement of charges in which the applicable Closing occurs are not available at such Closing, Seller and Buyer shall prorate Charges and Taxes for such applicable tax period based upon the most recent ascertainable assessed values and tax rates. All prorations shall be based upon a fraction determined by dividing the number of days elapsed up through the date immediately preceding the applicable Closing Date by 365. The parties shall make the appropriate adjusting payment between them when the final tax or charge statements, as applicable, are available.

11.2 Expenses. Each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a party, and (2) all of their respective legal fees. Buyer, in addition to its other expenses, shall pay at each Closing, as applicable to such Closing (1) all recording charges incident to the recording of the deed for the applicable Real Property, (2) all premiums for any coverage under Buyer's title insurance policy and all fees for the Commitment, (3) all survey costs, and (4) one-half of the fees, costs and expenses of Escrow Agent. Seller, in addition to its other expenses, shall pay at each Closing (1) the deed stamps for recording of the deed to be recorded at such Closing, and (2) one-half of the fees, costs and expenses of Escrow Agent for such Closing.

12. Condemnation; Damage or Destruction. If at any time prior to the First Installment Closing Date all or any material portion of the First Installment Property is condemned or taken by eminent domain proceedings by any public authority, then at Buyer's option by notice given to Seller within ten (10) Business Days following Buyer's receipt of written notice of such condemnation, Buyer may terminate this Agreement only as to the First Installment Property (for purposes of this sentence, material shall mean that access to the First Installment Property is practically impossible given the portion taken by eminent domain proceedings or by any public authority).

If at any time prior to the Second Installment Closing Date, all or any material portion of the Second Installment Property is condemned or taken by eminent domain proceedings by any

public authority, then at Buyer's option by notice given to Seller within ten (10) Business Days following Buyer's receipt of written notice of such condemnation, this Agreement shall terminate, and the Deposit (other than any portion of the Deposit that has, or was obligated to have, already been released directly to Seller by Escrow Agent) shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder (for purposes of this sentence, material shall mean that access to the Second Installment Property sufficient to support the Project is practically impossible given the portion taken by eminent domain proceedings or by any public authority).

If there is any condemnation or taking, as set forth above, and if Buyer elects not to terminate this Agreement as herein provided, then there shall be no reduction to the Purchase Price.

Notwithstanding anything to the contrary contained herein, Buyer shall have no right to nullify or unwind the First Installment Closing in the event of any condemnation or eminent domain proceedings as to the Second Installment Property following the First Installment Closing Date.

If at any time prior to the Second Installment Closing Date any material portion of the Building and Improvements is damaged or destroyed by fire or other casualty, Seller will take such steps as are necessary to secure the Building and Improvements in accordance with applicable laws.

Seller shall maintain the First Installment Property insured as it is currently insured until the First Installment Closing, and Seller shall maintain the Second Installment Property insured as it is currently insured until the Second Installment Closing. If there is any condemnation, as set forth above, and if Buyer elects not to terminate this Agreement as herein provided, then there shall be no reduction to the Purchase Price and Buyer shall accept the Property in its then condition, provided that, with respect to a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing, less any costs of collection.

13. Remedies.

13.1 Buyer Default. If Buyer breaches this Agreement or otherwise fails to comply with any of the terms of this Agreement, then (after Buyer has been given written notice specifically referencing this Section 13.1, and a five (5) Business Day period to cure such breach or failure, except that such notice and cure period shall not apply to Buyer's failure to timely perform its obligations on any applicable Closing Date) Seller may terminate this Agreement, in which event Seller shall retain the Deposit as liquidated damages, as Seller's sole and exclusive remedy at law or in equity. The parties have agreed that Seller's actual damages, in the event of a failure to consummate both Closings contemplated hereunder, would be extremely difficult or impracticable to determine. After negotiation, the parties have agreed that, considering all the circumstances existing on the date of this agreement, the amount of the Deposit is a reasonable estimate of the damages that Seller would incur in such event. Each party specifically confirms the accuracy of the statements made above and the fact that each party was represented by counsel who explained, at the time this agreement was made, the consequences of this liquidated damages

provision. The foregoing, however, shall not limit Seller's recovery under the express indemnity provisions in this Agreement.

13.2 Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its obligations under this Agreement to be performed at or prior to each of the Closings, then (after Seller has been given written notice specifically referencing this Section 13.2 and a five (5) Business Day period to cure such breach or failure) Buyer may elect, as Buyer's sole and exclusive remedy, either to: (1) terminate this agreement and receive a refund of the Deposit, including, but not limited to, any amounts which may have been previously released to Seller, in which event neither party shall have any further rights or obligations hereunder except as otherwise provided herein, or (2) enforce specific performance of this Agreement but no actual, consequential, or punitive damages; or (3) waive the default or other closing condition and proceed to consummate the transaction(s) in accordance with the provisions of this Agreement. In addition to the foregoing, Buyer may postpone the applicable Closing from time to time for such period(s) as may be deemed appropriate to give Seller additional time within which to satisfy Seller's obligations hereunder and no such agreement by Buyer to such postponement(s) shall constitute a waiver by Buyer of any rights of Buyer for any Seller default. In the event Buyer terminates this Agreement as a result of Seller's default as aforesaid, the Escrow Agent is hereby instructed to return the any portion of the Deposit still held by Escrow Agent to Buyer two (2) business days after receipt by the Escrow Agent and Seller of a sworn affidavit from Buyer stating that Seller is in default under the terms of this Agreement, and Seller shall within two (2) business days pay to Buyer any portion of the Deposit previously released to Seller, unless during said two (2) business day period, the Escrow Agent receives from Seller written objection to the same. If, in the absence of a failure of a condition precedent or a default by Buyer, Buyer terminates this Agreement pursuant to clause (1) above because specific performance is not available as a remedy as a result of an intentional or willful breach of Seller's obligations set forth herein, then Seller shall reimburse Buyer for Buyer's verifiable out of pocket third party due diligence costs and expenses, not to exceed [REDACTED]. If Buyer elects to enforce specific performance of this Agreement pursuant to clause (2) above, then the Purchase Price shall be reduced by the out of pocket cost to Buyer of such action to enforce specific performance.

13.3 Release. Except as expressly provided in Section 13.4, and except for any environmental liability retained by Seller pursuant to applicable law or which results from or may relate to Seller's ownership and/or use of the Property, upon the First Installment Closing, or Second Installment Closing, as the case may be, Buyer shall assume the risk that adverse matters, including but not limited to, construction defects, adverse physical, environmental, Hazardous Materials, endangered species, zoning, access or water course issues or conditions, may not have been revealed by Buyer's investigations as to the First Installment Property, or Second Installment Property, as the case may be. Except as expressly provided in Section 13.4, upon the First Installment Closing, or Second Installment Closing, as the case may be, Buyer shall release Seller from, and waive any and all liability, claims, demands, damages, losses, expenses and costs (including attorneys' fees and expenses), that may otherwise have been brought, incurred or claimed by Buyer of any and every kind or character, known or unknown, for, arising out of, or attributable to, any latent or patent issue or condition at the First Installment Property, or Second Installment Property, as the case may be, including, without limitation, claims, liabilities and contribution rights relating to the presence, discovery or removal of any Hazardous Materials in, at, about or under the First

Installment Property, or Second Installment Property, as the case may be, or for, connected with or arising out of any and all claims or causes of action based thereon. It is the intention of the parties that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that the waivers and releases herein have been negotiated, bargained for and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release Seller from and waive the liability, losses, demands, damages, expenses, costs and claims described herein that may otherwise have been brought, incurred or claimed by Buyer. As used herein, "Hazardous Materials" shall mean and include, but shall not be limited to any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) including, without limitation, the Massachusetts Oil and Hazardous Material Release and Prevention Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., and similar state laws and regulations adopted thereunder.

13.4 Post-Closing Breach of Representations. Seller and Buyer agree that, following the each of the Closings, each shall be liable for, and shall indemnify and hold harmless the other party from, the direct, but not consequential or punitive, damages (including losses, claims, liabilities, costs and expenses) resulting from any breach of its representations and warranties expressly set forth in this Agreement; provided, however, that: (i) such representations, warranties and indemnities are personal to Seller and Buyer and may not be assigned to or enforced by any other Person, other than to an assignee of Buyer in accordance with Section 18.1; and (ii) the representations and warranties of Seller and Buyer set forth in this Agreement shall survive each of the Closings for a period of six (6) months (and shall not be merged with the execution and delivery of the Deed and other closing documents hereunder), and no action or proceeding thereon shall be valid or enforceable, at law or in equity, if a legal proceeding is not commenced within that time. Notwithstanding the foregoing, however, if either Closing occurs, Buyer hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity, under this Agreement or otherwise to make a claim against Seller for damages that Buyer may incur, or to rescind this Agreement and the transactions contemplated hereby, as the result of any of Seller's representations or warranties in this Agreement or any document executed by Seller in connection herewith being untrue, inaccurate or incorrect if Buyer actually knew that such representations or warranties were untrue, inaccurate or incorrect at the time of either Closing. Buyer further agrees that, following the Closings, no claims may or shall be made for any alleged breach of any representations or warranties made by Seller under or relating to this Agreement unless the amount of such claims, in the aggregate, exceeds [REDACTED] (at which point, subject to the above provisions, Seller shall be liable for all such damages caused thereby relating back to the first dollar of loss), subject to the limitation that in no event shall Seller be liable for claims that exceed [REDACTED]

[REDACTED] in the aggregate, and an action or proceeding thereon is commenced no later than the date that is six (6) months from the Closing Dates.

14. **Confidentiality.** The parties shall keep confidential the terms and conditions governing this transaction, provided that (i) the parties may disclose the fact of this transaction, and may disclose the terms hereof to their respective counsel, consultants, potential investors and financing sources, as well as such information which is required in connection with pursuing the Development Approvals, and (ii) this provision shall not limit Buyer's ability to communicate and meet with third parties concerning the development of the Project. In addition, the parties may disclose such information if required by or to comply with the order of a court of competent jurisdiction, the law, or any regulatory body or administrative agency governing either party or the members, partners or principals thereof. The provisions of this Section 14 shall survive the termination of this Agreement but shall no longer be applicable following Second Installment Closing in accordance with the terms of this Agreement. Any press release or public disclosure regarding this transaction before or after either of the Closings must be approved by Buyer and Seller.

15. **Notices.** All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

15.1 If to Seller:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

with a copy to

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

15.2 If to Buyer:

Northland Residential Corporation
80 Beharrell Street, Suite E
Concord, MA 01742
Attn: John C. Dawley
Email: jdawley@northlandresidential.com

With a copy to:

Marcus Errico Emmer Brooks PC

45 Braintree Office Park, Suite #107
Braintree, MA 02184
Attention: Matthew W. Gaines, Esq.
Email: mgaines@meeb.com

15.3 If to the Escrow Agent:

WFG National Title Insurance Company
400 International Parkway #160
Lake Mary, FL 32746
Attention: Dawn M. DuBough
Email: ddubourg@wfgtitle.com

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by e-mail, with an original by one of the methods specified above. Any such notice or communication shall be effective when delivered or when delivery is refused.

16. **Brokers.** Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction other than LandVest, Inc. ("**Broker**"). Seller shall pay Broker commission(s) pursuant to a separate agreement with Broker. Seller shall pay to Broker (i) the brokerage commission with respect to the First Installment Property if and when the First Installment Closing occurs and Seller receives the Purchase Price allocated to the First Installment Property, but not otherwise, and (ii) the brokerage commission with respect to the Second Installment Property if and when the Second Installment Closing occurs and Seller receives the Purchase Price allocated to the Second Installment Property, but not otherwise. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 16. The provisions of this Section 16 shall survive the Closings or the termination of this Agreement.

17. **Escrow Agent.** Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

17.1 **Obligations.** Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

17.2 **Reliance.** Escrow Agent may act in reliance upon any writing or instrument or signature, and any statement or assertion contained in such writing or instrument, which it, in good faith, believes, and may assume that any person purporting to give any such writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

17.3 Indemnification. Unless Escrow Agent discharges any of its duties under this Agreement in a negligent manner or is guilty of misconduct with regard to its duties under this Agreement, Seller and Buyer shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in such connection Seller and Buyer shall indemnify on an equal basis Escrow Agent against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

17.4 Disputes. Any notice sent by Seller or Buyer (the "Notifying Party") to the Escrow Agent shall be sent simultaneously to the other noticed parties, which shall include all individuals and parties set forth in Section 16 above (the "Notice Parties"). If the Notice Parties do not object to the Notifying Party's notice to the Escrow Agent within seven (7) days after the Notice Parties' receipt of the Notifying Party's certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such seven (7) days, written notice to the Escrow Agent disputing the Notifying Party's certificate, a dispute shall exist and the Escrow Agent shall hold the Deposit as hereinafter provided. Notwithstanding the foregoing, no seven (7) day period for objection shall apply with respect to a notice of election to terminate delivered prior to the end of the Inspection Period and Escrow Agent shall return the Deposit forthwith to Buyer upon receipt of such notice prior to the expiration of the Inspection Period, regardless of any objection received from Seller. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent's failure to disburse the Deposit if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to receive the Deposit, Escrow Agent shall disburse them only in accordance with joint written instructions of Buyer and Seller or pursuant to the final order of a court of competent jurisdiction, or shall deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Buyer and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

17.5 Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or misconduct.

17.6 Interest. The Deposit shall be held by the Escrow Agent in an interest bearing account. All interest earned on the Deposit during such period shall be deemed to be part of the Deposit and shall accrue to the benefit of Buyer except to the extent the Deposit becomes payable to Seller. In such event the interest earned on the Deposit shall accrue to the benefit of the Seller. All interest on the Deposit shall be considered income of the ultimate recipient.

17.7 FDIC. The parties hereto do hereby certify that they are aware that the Federal Deposit Insurance Corporation (“FDIC”) coverages apply only to a cumulative maximum amount of \$250,000 for each individual depositor for all of depositor’s accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

Further the parties hereto understand that Escrow Agent assumes no responsibility for, nor will the parties hereto hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor’s accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Agent being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Agent or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Agent, and Escrow Agent shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

18. Miscellaneous.

Assignability. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Buyer shall not assign its rights under this Agreement without the prior written consent of the Seller, which consent may be granted or withheld in Seller’s sole discretion; provided further however, Buyer shall have the right to assign this Agreement, without Seller’s prior written consent, but with two (2) Business Days prior notice to Seller, to an entity controlled by or under common control with Buyer, provided that in the event of such assignment the assignee shall assume all of Buyer’s obligations hereunder and affirm all representations, warranties and indemnities of Buyer hereunder. In no event shall Buyer be released from any covenants, obligations, or responsibilities hereunder by virtue of any assignment, and Buyer and such assignee or nominee shall be jointly and severally liable for all covenants, obligations, and responsibilities of Buyer hereunder.

18.2 Governing Law; Bind and Inure. This Agreement shall be governed by the law of the Commonwealth of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

18.3 Time of the Essence. Time is of the essence of this Agreement.

18.4 Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

18.5 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the parties may execute and exchange by telephone or electronic facsimile counterparts of the signature page.

18.6 Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

18.7 Survival; Merger. Unless expressly made to survive, the representations, warranties and all other obligations and covenants of Seller contained herein shall be deemed to have been merged into the deed and shall not survive the Closings.

18.8 Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of either Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

18.9 Use of Pronouns. The use of the neuter singular pronoun to refer to Seller and Buyer shall be deemed a proper reference, even though Seller or Buyer may be an individual, partnership or a group of two or more individuals. The necessary grammatical changes required to make the provision of this Agreement apply in the plural sense where there is more than one seller or buyer and to either partnerships or individuals (male or female) shall in all instances be assumed as though in each case fully expressed.

18.10 Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to the Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

18.11 Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

18.12 Marketing. From and after the Effective Date, Seller will not directly or indirectly market the Property to others, employ or direct any agent with respect to the marketing or disposition of the Property, directly or indirectly solicit, accept or consider any such offer or

expression of interest, or negotiate or enter into any “back up” or contingent offers or agreements with respect to the sale of the Property.

18.13 Liability of Fiduciaries. If either party executes this Agreement in a representative or fiduciary capacity, only the trust, limited liability company, corporation or other entity shall be bound, and neither the person so executing, nor the beneficiary of any trust, the member of any limited liability company, the director or shareholder of any corporation, nor the principal of any other entity, shall be personally liable for any obligation, express or implied, hereunder.

18.14 Post-Closing Restrictions. (a) Buyer, nor any of its successors or assigns, shall not at any time following the Second Installment Closing, permit access to the Town Parcel over or across the Northland Parcel, except in the case of emergency, for the connection and maintenance of utilities serving the Project, to maintain the Town Parcel in its current natural, scenic and open condition, or for passive recreation (such as hiking, cross-country skiing, and snowshoeing, but expressly excluding recreation by electric or motor vehicles, including, without limitation, all-terrain vehicles, motorcycles, utility task vehicles, electric bicycles, or other on or off-road vehicles).

The restriction set forth in this Section 18.14(a) shall be memorialized in the deed for the Second Installment Property, and Buyer, and its successors and assigns shall take all actions necessary to require the restriction to endure for the maximum period of time permitted under applicable law, including, without limitation, timely recording notices of restriction, as that term is used in MGL ch. 184 §27 and in accordance with the terms and provisions set forth therein.

(b) During the Inspection Period, Buyer and Seller shall negotiate in good faith the terms of a declaration of restrictions (a “Declaration of Restrictions,””) which Declaration of Restriction shall be recorded with respect to each of the ANR Lots at the Second Installment Closing. The Declaration of Restrictions shall provide that (i) the ANR Lots shall be maintained in their current natural, scenic and open condition, and (ii) except in the case of emergency, no access over the ANR Lots to the adjacent land commonly known as “Ridge Hill Reservation” shall be permitted by means of electric or motor vehicles, including, without limitation, all-terrain vehicles, motorcycles, utility task vehicles, electric bicycles, or other on or off-road vehicles. The negotiation of the Declaration of Restrictions, to each of the Buyer’s and Seller’s mutual satisfaction, on or before the Inspection Period Expiration Date, shall be a condition precedent for either party to proceed hereunder beyond the Inspection Period Expiration Date and in the event that Buyer and Seller have not agreed upon a mutually acceptable form of Declaration of Restrictions on or before the Inspection Period Expiration Date, either party may terminate this Agreement within two (2) business days following the Inspection Period Expiration Date by delivery of written notice of such election to the other party, in which event the Deposit shall be returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

The Development Agreement (or, if the Development Agreement is not required as part of the Development Approvals, another separate, legally enforceable, agreement by and between the Buyer and the Town executed prior to the Outside Approval Date) shall provide that as soon as

practically feasible following the conveyance of the ANR Lots and the Town Parcel to the Town (an “ANR Conveyance”), the Town shall record a conservation restriction on the ANR Lots (a “Conservation Restriction”) on the then-current form provided by the Executive Office of Energy and Environmental Affairs, for the benefit of Needham Land Trust, Inc. or Wildlands Trust, Inc. (or a comparable not-for-profit corporation recognized as a tax-exempt organization under 501(C)(3) of the Internal Revenue Code and qualified under Massachusetts law to enforce the Conservation Restriction) providing that (A) the ANR Lots shall be maintained in their current natural, scenic and open condition, and (B) except in the case of emergency, no access over the ANR Lots to the adjacent land commonly known as “Ridge Hill Reservation” shall be permitted by means of electric or motor vehicles, including, without limitation, all-terrain vehicles, motorcycles, utility task vehicles, electric bicycles, or other on or off-road vehicles. It is the intent of the parties that both ANR Lots be encumbered by the Declaration of Restrictions, and that such Declaration of Restrictions be superseded by the Conservation Restriction as soon as practically feasible following the ANR Conveyance. In the event the Buyer acquires the ANR Lots, but does not acquire the House Lot, the Buyer is not obligated to record a Declaration of Restrictions or Conservation Restriction on the ANR Lots.

The provisions of this Section 18.14 shall survive the Closings.

18.15 Residential Sales Requirements.

(a) Buyer acknowledges that (a) Buyer has been informed by Seller of the provisions of the lead paint statute and regulations (105 CMR 460 et seq.) (the “Lead Paint Law”), (b) Seller has made disclosure to Buyer with respect to lead paint in the building located on the House Lot required by the Lead Paint Law, and (c) Buyer has received the notification forms required by the Lead Paint Law. Buyer acknowledges that Seller has notified Buyer of Buyer’s right to perform a lead paint inspection of the building located on the House Lot if Buyer so chooses. Buyer agrees that upon the Second Installment Closing, Buyer shall assume all responsibility with respect to lead paint at the Property.

(b) Seller shall have no obligation to deliver a certificate from the fire department of the city or town in which the Property is located stating that (i) the building located on the House Lot has been equipped with approved smoke detectors in accordance with applicable law, or (ii) that the building located on the House Lot has been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 § 26F1/2 or (iii) that Property is otherwise exempted from the statute, and to the extent required by law, Buyer shall obtain such applicable certificate(s) prior to the Second Installment Closing. Buyer and Seller agree that any actions, obligations, costs, improvements or alterations required in order for the Property to comply with M.G.L. c. 148 § 26 or other applicable law or regulation regarding compliance with fire code, smoke and carbon monoxide detectors at the Second Installment Closing shall be the sole responsibility of Buyer and Buyer shall indemnify Seller for any costs or claims arising from the same. The provisions of this Paragraph 28 shall survive the Second Installment Closing.

The provisions of this Section 18.15 shall survive the Second Installment Closing.

18.16 Like Kind Exchange. Seller and Buyer acknowledge that Seller may desire to include the transaction provided for under this Agreement as part of a tax-deferred exchange

transaction pursuant to Section 1031 of the Internal Revenue Code and that, in such case, Seller's right, title and interest pursuant to this Agreement will be assigned to an entity formed by a Qualified Intermediary, for the purpose of completing such 1031 exchange transaction. Buyer agrees to cooperate with Seller and Seller's Qualified Intermediary at no additional cost, liability or recourse to Buyer, by executing the documents necessary to complete such Section 1031 exchange transaction, provided that such exchange shall not affect the Closing Dates.

18.17 REBA. Any matter which is the subject of a Title Standard or Practice Standard of the Massachusetts Real Estate Bar Association at the time of delivery of the Deeds shall be governed by said Title Standard or Practice Standard to the extent applicable.

[No Further Text; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

[REDACTED]

[REDACTED], in his capacity as Trustee of the Charles H.W. Foster 2000 Trust u/d/t dated March 15, 2000, and not individually

[REDACTED]

[REDACTED] in his capacity as Trustee of the Barbara D. Foster Trust, u/d/t dated February 4, 2020, and not individually

BUYER:

NORTHLAND RESIDENTIAL CORPORATION, a
Massachusetts corporation

By: John C. Danley
Name: John C. Danley
Title: President CEO

ESCROW AGENT:

WFG NATIONAL TITLE INSURANCE COMPANY

By: _____
Name: Dawn M. duBourg
Title: Agency Commercial Closer

List of Exhibits

Exhibit A-1	-	Legal Description of ANR Lots
Exhibit A-2	-	Legal Description of House Lot
Exhibit B-1	-	Depiction of Property
Exhibit C	-	Description of Seller Property Documents
Exhibit D-1	-	Form of Deed for First Installment Property
Exhibit D-2	-	Form of Deed for Second Installment Property
Exhibit E	-	Form of Bill of Sale

EXHIBIT A-1

Legal Description Of ANR Lots

0 Charles River Street (Map/Block 304-4) – approx. 3.25 acres

A parcel of land with the buildings thereon situated on Charles River Street in Needham in the County of Norfolk and said Commonwealth and shown as the westerly parcel of the two three-acre parcels located on Charles River Street shown on plan entitled ‘Plan of Land in Needham, Mass., Charles River St, dated November 25, 1980,’ prepared by Carmelo Frazetti and recorded as Plan 1034 of 1980, at Plan Book 286.

For Seller’s title, see deed dated January 25, 1963 and recorded with the Norfolk County Registry of Deeds in Book 4055, Page 646, and the Probate of the Estate of Charles H.W. Foster, Norfolk Probate N012P2584EA.

0 Charles River Street (Map/Block 304-5) – approx. 3.05 acres

A parcel of land with the buildings thereon situated on Charles River Street in Needham in the County of Norfolk and said Commonwealth and shown as the easterly parcel of the two three-acre parcels located on Charles River Street shown on plan entitled ‘Plan of Land in Needham, Mass., Charles River St, dated November 25, 1980,’ prepared by Carmelo Frazetti and recorded as Plan 1034 of 1980, at Plan Book 286.

For Seller’s title, see deed dated January 25, 1963 and recorded with the Norfolk County Registry of Deeds in Book 4055, Page 646, and the Probate of the Estate of Charles H.W. Foster, Norfolk Probate N012P2584EA.

EXHIBIT A-2

Legal Description Of House Lot

484 Charles River Street (Map/Block 304-2) – approx. 56.20 acres

Tract I:

A parcel of land with the building thereon situated on the southerly side of Charles River Street in Needham in the County of Norfolk and said Commonwealth, bounded and described as follows:

Northerly on Charles River Street, about 1,898 feet;

Easterly on land now or formerly of Brown by three lines as shown on Plan of Land in Needham, Mass. by Pilling Engineering Co., Inc. dated October 3, 1956, recorded with Norfolk Deeds as Plan No. 1393 of 1956 in Plan Book 203, measuring about 579.97 feet, 115.25 feet and 102.18 feet;

Southeasterly on land now or formerly of Walker-Gordon Laboratory Company as shown on said plan 511.80 feet;

Southwesterly on land now or formerly of Wheeler shown as Lot 4 on said plan 522.19 feet;

Southerly on the same 529.88 feet;

Easterly: on the same by two lines measuring 946.70 feet and about 650 feet;

Southerly: on the Charles River by an irregular line measuring about 540 feet; and

Westerly: on land conveyed by Charles H. W. Foster to Henry C. Brookings by deed dated March 15, 1933, and recorded with said deeds, Book 1986, Page 21, by three lines measuring about 1,805 feet, 153.54 feet and 1,303.60 feet.

Tract II:

A certain parcel of land with the buildings thereon situated southerly of Charles River Street in Needham, Norfolk County, Massachusetts shown as Lots 3 and 4 on Plan of Land in Needham, Mass. by Pilling Engineering Co., Inc. dated October 3, 1956, recorded with Norfolk Deeds on November 14, 1956 as Plan No. 1393 of 1956 in Plan Book 203, bounded and described as follows:

Northerly on land of Frances H. Foster formerly of Mabel H. Foster, five hundred twenty nine and 88/100 (529.88) feet;

Northeasterly on Lot 2 on said Plan, five hundred twenty-two and 19/100 (522.19) feet;

Easterly on land now or formerly of Walker-Gordon Laboratory Company by two lines measuring respectively four hundred ninety and 27/100 (490.27) feet and eight hundred forty-five and 94/100 (845.94) feet;

Southerly on the Charles River by an irregular line about two thousand, two hundred thirty-five (2,235) feet;

Southwesterly on Lot 1 on said Plan about six hundred fifty (650) feet; and

Westerly on other land of said Frances H. Foster, nine hundred forty-six and 70/100 (946.70) feet.

There is excepted from the above-described parcels, however, (1) the premises conveyed by Charles H.W. Foster to the Town of Needham by deed dated January 24, 1981 and recorded in Book 5833, Page 1, (2) the two lots containing three acres each on Charles River Street shown on a plan dated November 24, 1980 by Carmelo Frazetti recorded at Plan No. 1034 of 1980 in Plan Book 286, and (3) the premises conveyed by Charles H.W. Foster to William H. Kettyle and Cynthia N. Kettyle by deed recorded in Book 5670, Page 587.

For Seller's title, see deed dated February 4, 2020 and recorded February 6, 2020 at Book 37582, Page 55.

EXHIBIT B-1
Depiction of Property

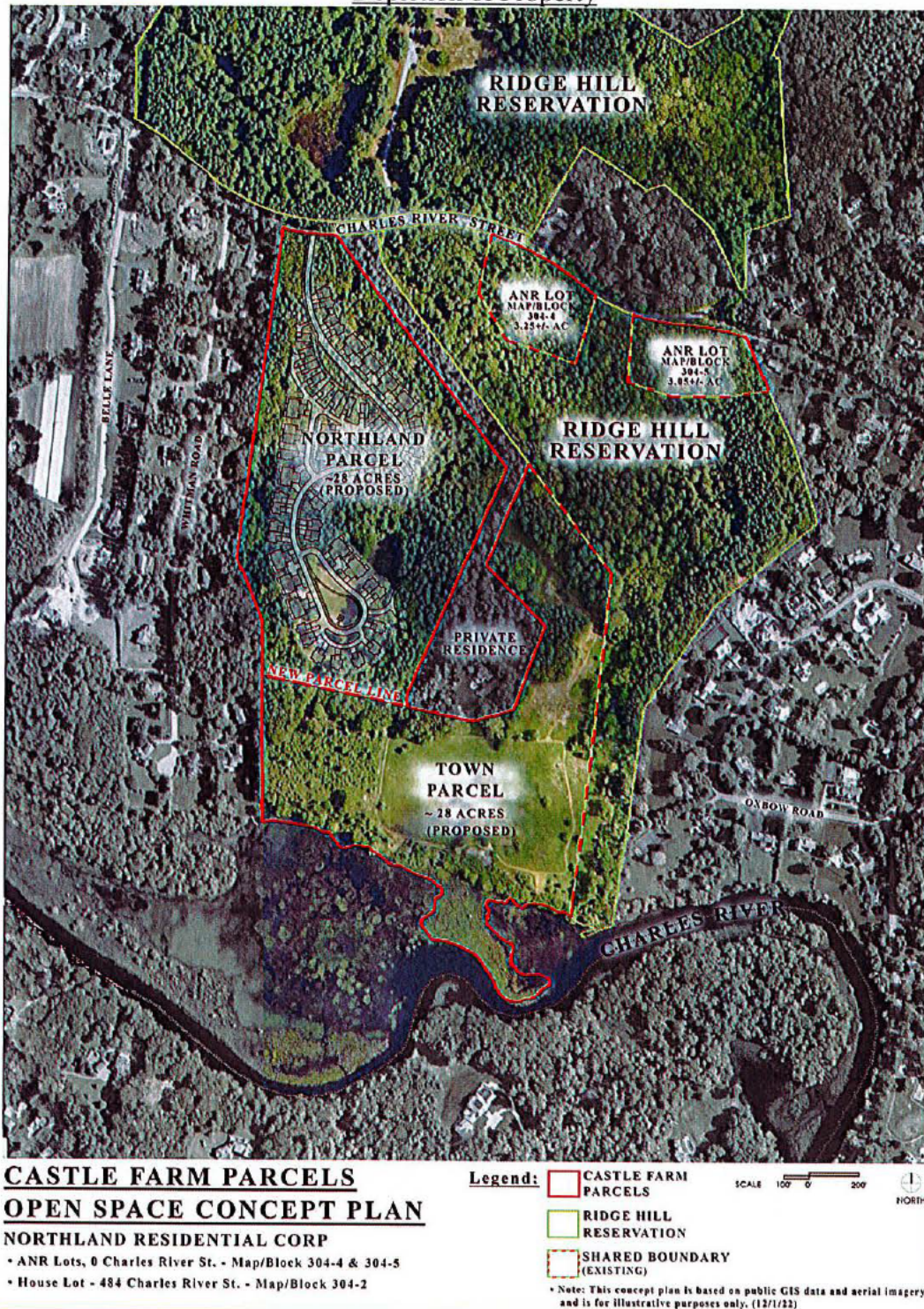


EXHIBIT C

Seller Property Documents

- ALTA Commitment for Title Insurance for the House Lot (Map/Block 304-2) issued by First American Title Insurance Company, File No. [REDACTED] with an effective date of October 18, 2021.
- ALTA Commitment for Title Insurance for the 3.05 acre ANR Lot (Map/Block 304-5) issued by First American Title Insurance Company, File No. [REDACTED], with an effective date of October 18, 2021.
- ALTA Commitment for Title Insurance for the 3.25 acre ANR Lot (Map/Block 304-4) issued by First American Title Insurance Company, File No. [REDACTED], with an effective date of October 18, 2021.
- Property Report dated October 4, 2004, prepared by Matlock Associates for Charles H.W. Foster.

EXHIBIT D-1

Quitclaim Deed for First Installment Property

When recorded return to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

QUITCLAIM DEED

[REDACTED], in his capacity as Trustee of the Charles H.W. Foster 2000 Trust (the "Trust"), u/d/t dated March 15, 2000, for which a trustee's certificate is recorded herewith, having a mailing address c/o [REDACTED] [REDACTED] [REDACTED] ("Grantor"), for consideration paid, and in full consideration of [REDACTED] [REDACTED], grants with QUITCLAIM COVENANTS to [REDACTED], a [REDACTED], having a mailing address of 80 Beharrell Street, Suite E, Concord, Massachusetts 01742 ("Grantee"), the following real property (the "Property"):

those certain parcels of land, with the buildings and improvements thereon, situated at 0 Charles River Street, Town of Needham, Norfolk County, Massachusetts 02492, as more fully described on EXHIBIT A attached hereto and incorporated herein by reference.

This conveyance is subject to the following restrictive covenants which shall run with the land, and be in favor of and be enforceable by Grantor named herein, its successors or assign, and the final remainder beneficiaries of the Trust:

No more than six (6) single-family homes shall be built on the Property, regardless of any future subdivision of the Property or rights granted by the current or future Town of Needham Zoning By-Laws; and

Grantee, and its successors and assigns, shall not grant, permit, or allow (either by action or inaction) access over or across the Property to the adjacent land commonly known as "Ridge Hill Reservation" (provided that this restriction shall not prevent the incidental and passive recreational access by residents of any single-family home built on the Property).

The term of the restrictive covenant set forth herein shall endure for the maximum period of time permitted under Massachusetts law, and may be extended for the maximum period of time under Massachusetts law by Grantor, or its successors or assigns, recording notices of restriction, as that term is used in MGL ch. 184 §27 prior to the expiration of (i) thirty (30) years following the date of recording of this Quitclaim Deed, and (ii) fifty (50) years following the date of recording of this Quitclaim Deed. [SUBJECT TO TITLE COMPANY REVIEW]

Grantor hereby waives any and all rights of homestead in and to the Property and hereby certifies under pains and penalties of perjury that there are no occupants or others with homestead rights in the Property.

Meaning and intending to convey a portion of the same premises conveyed to Grantor by quitclaim deed from Rockwood H. Foster and Hugh K. Foster to Charles H.W. Foster, recorded in the Norfolk County Registry of Deeds at Book 4055, Page 646.

**[NO FURTHER TEXT ON THIS PAGE. SEE NEXT PAGE FOR SIGNATURE AND
ACKNOWLEDGMENT.]**

This Quitclaim Deed is executed as a Massachusetts sealed instrument this ____ day of _____, 2022.

_____, Trustee, Charles H.W. Foster
2000 Trust, u/d/t dated March 15, 2000

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared, _____, Trustee, Charles H.W. Foster 2000 Trust, u/d/t dated March 15, 2000, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public
My Commission Expires:

**EXHIBIT A TO QUITCLAIM DEED
LEGAL DESCRIPTION**

The following land in Norfolk County, Massachusetts:

A parcel of land with the buildings thereon situated on Charles River Street in Needham in the County of Norfolk and said Commonwealth and shown as the easterly parcel of the two three-acre parcels located on Charles River Street shown on plan entitled 'Plan of Land in Needham, Mass., Charles River St, dated November 25, 1980,' prepared by Carmelo Frazetti and recorded as Plan 1034 of 1980, at Plan Book 286.

Map/Block 304-5.

A parcel of land with the buildings thereon situated on Charles River Street in Needham in the County of Norfolk and said Commonwealth and shown as the westerly parcel of the two three-acre parcels located on Charles River Street shown on plan entitled 'Plan of Land in Needham, Mass., Charles River St, dated November 25, 1980,' prepared by Carmelo Frazetti and recorded as Plan 1034 of 1980, at Plan Book 286.

Map/Block 304-4.

JOINDER TO QUITCLAIM DEED

[The Final Remainder Beneficiaries will join in the Quitclaim Deed for the limited purpose of MGL ch. 184 §27]

EXHIBIT D-2

Quitclaim Deed for Second Installment Property

When recorded return to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

QUITCLAIM DEED

[REDACTED], in his capacity as Trustee of the Barbara D. Foster Trust (the "**Trust**"), u/d/t dated February 4, 2020, for which a trustee's certificate is recorded in the Norfolk County Registry of Deeds (the "**Registry**") at Book 37582, Page 53, as affected by that trustee's certificate recorded in the Registry at Book 38445, Page 582, having a mailing address c/o [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] ("**Grantor**"), for consideration paid, and in full consideration of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED], grants with QUITCLAIM COVENANTS to [REDACTED], a [REDACTED], having a mailing address of 80 Beharrell Street, Suite E, Concord, Massachusetts 01742 ("**Grantee**"), the following real property (the "**Property**"):

that certain parcel of land, with the buildings and improvements thereon, situated at 484 Charles River Street, Town of Needham, Norfolk County, Massachusetts 02492, as more-fully described on EXHIBIT A attached hereto and incorporated herein by reference.

This conveyance is subject to the following restrictive covenant which shall run with the land, and be in favor of and be enforceable by Grantor named herein, its successors or assign, and the final remainder beneficiaries of the Trust:

No party shall have access over or across the Property for the purpose of accessing the portion of the Property as described on EXHIBIT B hereto (the "**Town Parcel**"), except in the case of emergency and for the connection and maintenance of utilities serving the remaining portion of the Property, to maintain the Town Parcel in its current natural, scenic and open condition, or for passive recreation (such as hiking, cross-country skiing, and snowshoeing, but expressly excluding recreation by electric or motor vehicles, including, without limitation, all-terrain vehicles, motorcycles, utility task vehicles, electric bicycles, motorboat, or other on or off-road vehicles).

The term of the restrictive covenant set forth herein shall endure for the maximum period of time permitted under Massachusetts law, and may be extended for the maximum period of time under Massachusetts law by Grantor, or its successors or assigns, recording notices of restriction, as that term is used in MGL ch. 184 §27 prior to the expiration of (i) thirty (30) years following the date of recording of this Quitclaim Deed, and (ii) fifty (50) years following the date of recording of this Quitclaim Deed. [SUBJECT TO TITLE COMPANY REVIEW]

Grantor hereby waives any and all rights of homestead in and to the Property and hereby certifies under pains and penalties of perjury that there are no occupants or others with homestead rights in the Property.

Meaning and intending to convey the same premises as conveyed to Grantor by quitclaim deed from Barbara D. Foster to Grantor, recorded in the Registry at Book 37582, Page 55.

**[NO FURTHER TEXT ON THIS PAGE. SEE NEXT PAGE FOR SIGNATURE AND
ACKNOWLEDGMENT.]**

This Quitclaim Deed is executed as a Massachusetts sealed instrument this ____ day of _____, 2023.

_____, Trustee, Barbara D. Foster Trust,
u/d/t dated February 4, 2020

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared, _____, Trustee, Barbara D. Foster Trust, u/d/t dated February 4, 2020, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public
My Commission Expires:

**EXHIBIT A TO QUITCLAIM DEED
LEGAL DESCRIPTION**

The following land in Norfolk County, Massachusetts:

Tract I:

A parcel of land with the building thereon situated on the southerly side of Charles River Street in Needham in the County of Norfolk and said Commonwealth, bounded and described as follows:

Northerly on Charles River Street, about 1,898 feet;

Easterly on land now or formerly of Brown by three lines as shown on Plan of Land in Needham, Mass. by Pilling Engineering Co., Inc. dated October 3, 1956, recorded with Norfolk Deeds as Plan No. 1393 of 1956 in Plan Book 203, measuring about 579.97 feet, 115.25 feet and 102.18 feet;

Southeasterly on land now or formerly of Walker-Gordon Laboratory Company as shown on said plan 511.80 feet;

Southwesterly on land now or formerly of Wheeler shown as Lot 4 on said plan 522.19 feet;

Southerly on the same 529.88 feet;

Easterly: on the same by two lines measuring 946.70 feet and about 650 feet;

Southerly: on the Charles River by an irregular line measuring about 540 feet; and

Westerly: on land conveyed by Charles H. W. Foster to Henry C. Brookings by deed dated March 15, 1933, and recorded with said deeds, Book 1986, Page 21, by three lines measuring about 1,805 feet, 153.54 feet and 1,303.60 feet.

Tract II:

A certain parcel of land with the buildings thereon situated southerly of Charles River Street in Needham, Norfolk County, Massachusetts shown as Lots 3 and 4 on Plan of Land in Needham, Mass. by Pilling Engineering Co., Inc. dated October 3, 1956, recorded with Norfolk Deeds on November 14, 1956 as Plan No. 1393 of 1956 in Plan Book 203, bounded and described as follows:

Northerly on land of Frances H. Foster formerly of Mabel H. Foster, five hundred twenty nine and 88/100 (529.88) feet;

Northeasterly on Lot 2 on said Plan, five hundred twenty-two and 19/100 (522.19) feet;

Easterly on land now or formerly of Walker-Gordon Laboratory Company by two lines measuring respectively four hundred ninety and 27/100 (490.27) feet and eight hundred forty-five and 94/100 (845.94) feet;

Southerly on the Charles River by an irregular line about two thousand, two hundred thirty-five (2,235) feet;

Southwesterly on Lot 1 on said Plan about six hundred fifty (650) feet; and

Westerly on other land of said Frances H. Foster, nine hundred forty-six and 70/100 (946.70) feet.

There is excepted from the above-described parcels, however, (1) the premises conveyed by Charles H.W. Foster to the Town of Needham by deed dated January 24, 1981 and recorded in Book 5833, Page 1, (2) the two lots containing three acres each on Charles River Street shown on a plan dated November 24, 1980 by Carmelo Frazetti recorded at Plan No. 1034 of 1980 in Plan Book 286, and (3) the premises conveyed by Charles H.W. Foster to William H. Kettyle and Cynthia N. Kettyle by deed recorded in Book 5670, Page 587.

Map/Block 304-2.

EXHIBIT B TO QUITCLAIM DEED

[SELLER TO INSERT LEGAL DESCRIPTION OF TOWN PARCEL]

JOINDER TO QUITCLAIM DEED

[The Final Remainder Beneficiaries will join in the Quitclaim Deed for the limited purpose of MGL ch. 184 §27]

EXHIBIT E

Bill of Sale

_____, in his capacity as trustee of the Charles H.W. Foster 2000 Trust u/d/t dated March 15, 2000, for which a trustee's certificate is recorded at Book 31517, Page 527 in Norfolk County Registry of Deeds (the "Registry"), as the same may have been amended and affected by matters of record with the Registry, and _____, in his capacity as trustee of the Barbara D. Foster Trust, u/d/t dated February 4, 2020, for which a trustee's certificate is recorded at Book 37582, Page 53 in the Registry as affected by that trustee's certificate recorded at Book 38445, Page 582, as the same may have been amended and affected by matters of record with the Registry (_____, in his capacity as trustee of both trusts, collectively hereinafter called "Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers, assigns and delivers to _____ LLC, a Massachusetts limited liability company ("Buyer"), all of Seller's right, title and interest in and to the fixtures, equipment and personal property owned by Seller and located on and used in connection with the operation of real property described on Exhibit A (the "Real Property") attached hereto, if any, including, if any, all blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, trees, shrubs, plants, surface and sub-surface improvements appurtenant to the Real Property, air conditioning equipment and ventilators, and all of Seller's right, title, and interest, in any of the following applicable to the Real Property: contracts, warranties, guaranties, licenses, entitlements, permits and approvals, and plans and specifications affecting the Real Property (to the extent that such items exist, are in the possession or control of Seller, and Seller has the right to transfer such items) (collectively, the "Personal Property"), but specifically excluding from the Personal Property and reserving unto Seller all personal property, furniture, equipment (other than building systems) which Seller elects to remove from the Real Property prior to the Second Installment Closing Date (as defined under the Purchase Agreement (defined below)), to have and to hold the Personal Property unto Buyer, its successors and assigns, forever.

Seller hereby represents and warrants to Buyer that Seller has the full right, power and authority to sell the Personal Property and to make and execute this Bill of Sale. Seller hereby agrees to warrant and defend the title to the Personal Property conveyed hereby to Buyer against the lawful claims and demands of all persons claiming by, through or under Seller, but not otherwise. Except as set forth above and in the Purchase and Sale Agreement by and between Seller and Buyer dated as of October ____, 2022 (the "Purchase Agreement"), Seller grants, bargains, sells, transfers and delivers the Personal Property in its "AS IS" condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, express or implied, all of which representations and warranties are expressly hereby disclaimed and denied. Buyer shall indemnify, defend and hold harmless Seller from and against any and all liability arising out of or related to Buyer's use of the Personal Property.

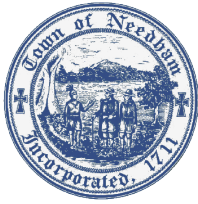
Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

Executed under seal this ____ day of _____ 20__.

SELLER:

_____, in his capacity as Trustee of the Charles H.W. Foster 2000 Trust u/d/t dated March 15, 2000, and not individually

_____, in his capacity as Trustee of the Barbara D. Foster Trust, u/d/t dated February 4, 2020, and not individually



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

MEETING DATE: 2/28/2023

Agenda Item	Police Department Annual Report
Presenter(s)	John Schlittler, Chief of Police Kelsey Cournoyer, Crime Analyst

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Chief Schlittler will provide the Board with a summary of the draft 2022 Annual Report of the Department. The Chief will introduce Kelsey Cournoyer, NPD Crime Analyst, who compiled the report.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Discussion Only.</i>	
3.	BACK UP INFORMATION ATTACHED
a. 2022 NPD Year End Review	



2022 Year End Review

TABLE OF CONTENTS

- o Chief's Letter
- o Needham PD at a Glance
- o About This Report
- o 2022 Year End Crime Statistics
- o 2022 Special Studies
- o 2022 Race/ Gender Interactions
- o 2022 Police Activity Summary
- o Updates from Divisions and Specialty Units

Chief's Letter

The Needham Police Department has continued to adapt with the changing environment in order to continue serving the needs of all our community members. During this very difficult time for our profession, we have never lost sight of our mission which is to serve all residents and individuals who work or travel through our community. We will continue to develop and grow our community outreach and foster positive relationships.

As our officer's roles expand, we understand and embrace the complex and changing duties that our officers are faced with daily. We no longer just enforce the law. We wear many hats that requires a great deal of training, compassion and understanding. Needham police officers perform at a high level in a multitude of different and difficult situations, while providing a high level of police services to our community.

Publishing an annual report allows us to communicate the department mission, operational structure, training, and department statistics while listening to community concerns. This will allow us to work to a greater mutual understanding and reinforce our commitment in partnership between the Needham Police Department and the Community we serve.

NEEDHAM POLICE DEPARTMENT AT A GLANCE

There are 46 sworn officers in the town of Needham. This includes the Chief, Deputy Chief, 3 Lieutenants, 7 Sergeants, 2 School Resource Officers, 2 Traffic Officers, 3 Detectives, 1 Court Officer, 1 Community Outreach Officer, 1 Administrative Officer, 1 Community Safety Officer and 23 patrol officers.

There are 11 civilian employees at the Police Department including 5 police dispatchers. Below is a breakdown of police personnel and the how the department is organized:

John Schlittler, Chief of Police

Paula Sheerin, Police Administrative Specialist

Community Services / Professional Development Division

This Division is responsible for Records, Training, Evidence Management, Firearms Licensing, Crisis Intervention, Community Outreach, Crime Analysis, Fleet Management, and the Budget

Christopher Baker, Deputy Chief	Stacy Poutas, Admin Specialist/ Records
Richard Forbes, Administrative Sergeant	Kelsey Cournoyer, Crime Analyst
William D. Slowe, Administrative Patrol Officer	Emily Turnbull, Riverside Clinician
David Forte, Community Outreach Officer	Ken Kurkjian, Fleet Maintenance

Investigative Services / Professional Standards Division

This Division is responsible for Investigations, Internal Affairs, Court Services, School Resource Officer Unit, Drug and Alcohol testing, Warrant Management, Regional Intelligence and Metro-LEC.

Matthew Forbes, Lieutenant	RJ Poirier, Detective
Joe O'Brien Jr, Detective Sergeant	Francis Desimone, Court Officer
Michael Schlittler, Detective	Nicole McMahon, School Resource Officer
Brian Gallerani, Detective	Joe Brienze, School Resource Officer

Traffic and Community Safety Division

This Division is responsible for Traffic Enforcement, School Safety, Parking Enforcement, Grant Management, Domestic Violence Action Committee, Hiring Process, and Human Rights Committee.

Belinda Carroll, Lieutenant	Steven Kelly, Traffic Officer
Kelley Scolponeti, Community Safety Officer	Edward Bayiates, Motorcycle Officer

Patrol Operations / Emergency Management Division

This Division is responsible for Patrol Operations, Dispatch Operations, Animal Control, Special Event Management, Mountain Bike Operations, Emergency Management, Honor Guard, and Major Road Projects.

John McGrath, Lieutenant	Matthew Biellik, Patrol Officer
Andrew Cray, Patrol Sergeant	Edward Timmerman, Patrol Officer
Karl Johnson, Patrol Sergeant	Matthew Doukas, Patrol Officer
Timothy Dooher, Patrol Sergeant	James Wise, Patrol Officer
Richard Evans, Patrol Sergeant	Brian Soll, Patrol Officer
Michael Lamb, Patrol Sergeant	Patrick Keleher, Patrol Officer
Matthew Palmer, Patrol Officer	Scott Lennon, Patrol Officer
Catherine McCullough, Patrol Officer	Sarah Timmerman, Patrol Officer
William Kelleher, Patrol Officer	Justin Young, Patrol Officer
Leo Schlittler, Patrol Officer	Austin Broderick, Patrol Officer
Julia Rutledge, Patrol Officer	David Parsons, Animal Control Officer
Matthew MacDonald, Patrol Officer	Stephen Ryan, Police Dispatcher
Robert Peck, Patrol Officer	Christopher Bender, Police Dispatcher
Vincent Turco, Patrol Officer	Melanie Rutledge, Police Dispatcher
Anthony Frongillo, Patrol Officer	Anthony Salgado, Police Dispatcher
Roger Noll, Patrol Officer	Christine Mooney, Police Dispatcher
Jason Hasenfus, Patrol Officer	

ABOUT THIS REPORT

This annual report is produced by the Needham Police Department as an attempt to provide citizens with a snapshot of the services and activities conducted by the department this year. It contains valuable information about the crimes committed in Needham as well as information related to those crimes such as race, gender, and town residency status. This report also has updates from our specialty units and officers regarding their activities over the past year.

The 2022 Annual Report provides a comprehensive analysis of crimes that occurred in the town of Needham and were reported to the Federal Bureau of Investigation (FBI) via the Uniform Crime Reporting (UCR) Program. This national program has been collecting and organizing crime data since 1930 and is used by researchers, media, and the public to better understand criminal activity. The UCR collects general crimes statistics through the National Incident-Based Reporting System (NIBRS). This voluntary system uses coding that is uniform throughout the country so that data can be compiled and analyzed. It breaks criminal offenses into two types: Group A and Group B. Group A include 46 offenses in 22 different categories. These offenses have been selected based on specific criteria and are determined to be relevant to law enforcement data collection. Group B offenses encompass all other crimes. The offenses and categories can be found in Appendix A.

In addition to looking at NIBRS data, this report also analyzes in house data regarding incidents, arrests, motor vehicle accidents, traffic stops and calls for service. In many of these categories, we break out the data by race. The options listed for race vary slightly depending on the source. Our race data relating to motor vehicle stops is pulled from the Massachusetts Racial Profiling Reporting and includes Asian or Pacific Islander, Black, Hispanic, American Indian/ Alaskan Native, Middle Eastern/ East Indian (South Asian) and White. Race data relating to arrests, handcuffing, use of force and any other categories is taken from choices provided by the United States Census. The race options from the US Census include Asian, Black, American Indian/ Alaskan Native, Native Hawaiian or Other Pacific Islander, Unknown and White. The US Census considers Hispanic to be an ethnicity. For the purposes of this report we take individuals who identify their race as white but Hispanic as ethnicity to be Hispanic. Individuals who report that their race as black and ethnicity as Hispanic are considered to be black.

It is important to note that all this information is considered the best data at the time of writing, and that slight discrepancies or changes in the numbers may occur due to a variety of factors. For example, if an investigation is ongoing there is the potential for existing offenses to be changed based on updated information.

Year End Crime Review

	Group A	Group B
2019	509	548
2020	1318* (598)	401
2021	554	295
2022	668	318

*In 2020, there were 720 unemployment fraud claims, without those offenses there were 598 Group A offenses

In 2022, the town of Needham had 668 Group A offenses. This is 114 more or a 21.2% increase from last year. There were no homicides, prostitution, or non-forcible sex offenses reported in 2022.

In 2022, Needham had 318 Group B offenses. This is up 7.8% from 2021.

Group A Offense Specifics

Offense	2019	2020	2021	2022
100 Kidnapping	0	0	0	1
11A Forcible Rape	4	5	1	3
11B Forcible Sodomy (Open and Gross)	0	0	0	6
11D Forcible Fondling (Indecent A&B)	17	3	4	7
120 Robbery (Unarmed)	0	2	2	2
13A Aggravated Assault	8	14	16	18
13B Simple Assault	49	42	39	59
13C Intimidation	18	13	15	18
200 Arson	1	0	3	0
210 Extortion/ Blackmail	1	0	3	9
220 Burglary/ B&E	25	14	23	23
23A Pick Pocketing	0	0	3	3
23B Purse-Snatching	5	1	2	3
23C Shoplifting	5	3	2	12
23D Theft from A Building	24	20	23	17
23F Theft from A MV	35	27	6	13
23G Theft of MV Parts	1	0	4	19
23H All Other Larceny	74	79	75	101
240 MV Theft	2	8	5	7

250 Counterfeiting/ Forgery	33	28	14	67
26A False Pretenses/ Swindling	67	70	91	104
26B Credit Card/ ATM Fraud	3	6	12	5
26C Impersonation	62	191	42	65
26D Welfare Fraud	0	720	65	11
26E Wire Fraud	0	0	1	0
26F Identity Theft	0	0	3	1
270 Embezzlement	3	0	0	0
280 Stolen Property Offenses	3	1	5	11
290 Destruction/ Damage/ Vandalism	32	54	65	60
35A Drug/ Narcotic Violations	33	10	23	11
35B Drug Equipment Violation	0	1	0	0
36B Statutory Rape	0	1	1	0
370 Pornography/ Obscene Material	0	3	3	6
520 Weapons Law Violation	3	2	3	4

Assault Offenses (13A, 13B, 13C)

There were 95 total assault offenses committed in 82 cases in 2022. Overall, the total number of assaults is up by 25 or 35% from 2021.

There were 18 aggravated assaults offenses in 18 cases in 2022. Of these 18 cases, 7 resulted in arrest, 6 resulted in summons to court, 2 remain under investigation and 3 had a report taken with no further action required. The cases in which there was no further action were either forwarded to another agency or there was not enough information to pursue charges.

There were 59 simple assaults offenses in 47 incidents cases. For 13 of the incidents the suspect was arrested, in 13 incidents the suspect was summonsed to court and in 21 incidents a report was taken but no further action was required.

There were 18 intimidation charges in 17 incidents in 2022. 2 of these resulted in the suspect being arrested, 6 resulted in the suspect being summonsed and 9 incidents had a report taken with no further action.

Case Outcome	Count
Arrest	22
Summons	25
Under Investigation	2
Report Taken	33
Total	82

There was one incident in 2022 in which a subject was charged with 9 counts of aggravated assault and 1 count of simple assault at one time. In addition to this case, there were 7 other incidents that had multiple assault charges.

Forcible Sex Offenses (11A, 11B, 11C, 11D)

In 2022, the Needham Police department took 13 separate reports related to forcible sex offenses. This category includes forcible rape (11A), forcible sodomy (which includes open and gross lewdness) (11B), sexual assault with an object (11C) and forcible fondling (11D).

3 of these reports were 11A forcible rape. 7 of these reports were 11D forcible fondling (Indecent Assault and Battery). There were 3 reports of 11B forcible sodomy, all of which were for the charge of open and gross lewdness. In one of these cases the offender was charged with four counts of open and gross lewdness.

Robbery (120)

There were two incidents of robbery in Needham in 2022. In one case, an investigation was started but was not completed due to lack of interest by the victim. In the other incident, a suspect was arrested at the time of the crime.

Extortion/ Blackmail (210)

There were 8 incidents that involved extortion or blackmail in 2022. In one incident, there were two charges of extortion. In 7 of the 8 cases, a report was taken, and the parties were advised. There is one incident that remains under investigation at this time.

Burglary/ Breaking & Entering (220)

There were 21 incidents of burglary/breaking and entering in 2022. This is down from a total of 23 burglary/ breaking and entering offenses in 2021.

Of the 21 incidents, 2 resulted in an arrest, 1 resulted in a summons, 5 required no further action and 13 were forwarded to detectives for further investigation.

Case Outcome	Count
Arrest	2
Summons	1
Report Taken	5
Under Investigation	13
Total	21

Counterfeiting/ Forgery (250)

There were 44 incidents of counterfeiting/ forgery in 2022. 17 of the 20 that remain under investigation are related to mailbox fishing, which has been an ongoing issue in Needham and surrounding communities.

Case Outcome	Count
Arrest	5
Summons	5
Report Taken	14
Under Investigation	20
Total	44

Stolen Property Offenses (280)

There were 11 charges relating to stolen property offenses in 10 cases in 2022.

Case Outcome	Count
Arrest	3
Summons	1
Report Taken	1
Closed	2
Under Investigation	3
Total	10

Larceny/ Theft Offenses (23A-23H)

There were 168 larceny offenses in 148 cases in 2022.

Case Outcome	Count
Arrest	3
Summons	12
Closed	114
Under Investigation	16
Unfounded	3
Total	148

Fraud Offenses (26A-26E)

There were 186 fraud offenses in 176 cases in 2022.

Case Outcome	Count
Arrest	3
Summons	2
Closed	150
Under Investigation	20
Warrant Requested	1
Total	176

Destruction/ Damage/ Vandalism to Property (290)

There were 60 vandalism/ destruction of property related offenses in 56 cases in 2022.

Case Outcome	Count
Arrest	5
Summons	5
Closed	33
Under Investigation	11
Warrant Requested	1
Total	56

Drug/ Narcotic Violations (35A)

There were 11 drug offenses in 9 cases in 2022.

Case Outcome	Count
Arrest	3
Summons	5
Under Investigation	1
Total	9

Weapons Law Violations (520)

There were six incidents with charges involving the possession of pornographic/ obscene material in 2022.

Case Outcome	Count
Closed	3
Under Investigation	3
Total	6

Weapons Law Violations (520)

There were 4 cases involving weapons law violations in 2022. All four were closed by arrest.

Group B Offense Specifics

Offense	2019	2020	2021	2022
90A Bad Checks	2	0	0	0
90C Disorderly Conduct	10	2	6	5
90D DUI	35	18	13	20
90E Drunkenness	18	3	0	2
90F Family Offense (nonviolent)	0	1	0	0
90G Liquor Law Violation	18	10	13	11
90J Trespass of Real Prop	3	7	2	3
90Z All Other	84	65	44	67
99 Town Traffic Bylaw	378	295	212	210
Totals	548	401	295	318

*Codes 90A and 90E will be converted to 90Z starting in 2022.

90C- Disorderly Conduct

There were 5 disorderly conduct offenses in 2022. 2 were for annoying/accosting another person, 2 were for disorderly conduct and 1 was for disturbing the peace.

90D- DUI

There were 16 DUI Offenses in 2022. 1 was for OUI Drugs and 15 were for OUI Liquor. 12 of these resulted in arrest and 3 resulted in the person being summonsed to court.

90E- Drunkenness

There were 2 drunkenness offenses in 2022.

90G- Liquor Law Violation

There were 10 liquor law violation incidents in 2022. There were 5 violations for open container in a motor vehicle, 2 violations for selling/delivering to person under 21 and 5 for person under 21 in possession of alcohol.

90J-Trespass of Real Prop

There were 3 trespass of real property offenses in 2022. All three incidents involved the same location and party.

90Z-All Other

The 90Z category captures virtually all offenses that do not fall into any other IBR code. There were 67 total 90Z offenses in 2021. This includes 24 arrest warrants, 10 abuse prevention order/ harassment prevention order violations and 7 criminal harassment offenses. Other types of offenses that fall into this category include unauthorized use of a computer system, use of another company's dumpster and evidence tampering. Many of them are utilized in conjunction with other offenses when an incident occurs.

SPECIAL STUDIES

The Needham Police Department has implemented 4 areas in which we want to capture more detailed data based on current issues and citizen concerns. These areas are mental health, drug overdoses, handcuffing and domestic violence. To get this data, officers are required to provide information on each of these topics when they complete their report. If the incident or arrest involves any of the special studies, they are required to answer the questions related to that topic. The questions and data gathered from these special studies are detailed below.

Mental Health

In 2022 there were 164 calls that were deemed mental health related. For this data we are considering a mental health related call to incident in which mental health is involved. There was an average of 14 mental health related calls per month. The highest number was 21 in November and the lowest number was 8 in January and March. There were 207 total mental health related calls in 2021, meaning that there was a 21% decrease this year compared to last year.

While the nature of mental health call can vary greatly, sometimes they end with an individual being taken to the hospital for treatment. This transport can be at the patients request or agreement (voluntary) or under a Section 12 (involuntary). In some instances, the subject of a mental health call is taken directly to court. Someone may also be taken to the hospital based on medical issues that are also present at the time of the call. More information about these transports in Needham in 2022 can be found in the charts below.

Mental Health Transport Data

Transport Type	Count	Percent of Total
Section 12 (Initiated by Police)	65	39.6%
Section 12 (Initiated by a Doctor/ Therapist)	13	8%
Voluntary	28	17.1%
Court Order	3	1.8%

No Transport	51	31.1%
Medical	4	2.4%

Transport Type Comparison	2021	2022
Section 12 (Initiated by Police)	52	65
Section 12 (Initiated by a Doctor/ Therapist)	29	13
Voluntary	37	28
Court Order	1	3
No Transport	88	51
Transport for Medical Reason	**	4

** We did not track "medical" as a transport type until 2022

Drug Overdoses

In 2022 there were 9 suspected Drug overdoses in Needham. 3 of these were opiate drug overdoses and 6 of them were overdoses from another drug. This is a decrease in overdoses from 2021, which had 17 total overdoses (8 opiate, 9 non-opiate).

Overdoses Totals

Year	Total Suspected Overdoses
2020	12
2021	17
2022	9

Of the 9 overdoses in 2022, 3 of them had Narcan administration by either police (2 times) or fire (1 time) personnel. 6 of the 9 overdoses did not require the use of Narcan. There was 1 overdose that led to a death. This is a decrease in overdose related deaths from 2021, which had a total of 3.

Handcuffing

Handcuffing is an inevitable and necessary part of policing. The Needham Police Department has started to keep track of handcuffing and the reasons as to why it was utilized in any particular interaction. In 2022 there were 89 times that handcuffing was used. This is an increase handcuffing from 2021, which had 78 instances. 57 out of the 89 (64%) of those instances in 2022 were arrests. There were 4 arrests in which handcuffs were not used because the offender was hospitalized.

The department tracks the reason that handcuffing was used in each instance. Officers are able to utilize handcuffing to affect an arrest, for officer safety, for the subject's own safety and for mental health related reasons. Of the 89 handcuffing instances, the reasons were listed as follows:

Handcuffing Reason	Count
Arrest	57
Warrant of Apprehension	12
Mental Health Issue	11
Officer Safety	3
Mental Health & Officer Safety	1
Protective Custody	2
Assist Other Agency Arrest	3
Total	89

Subject Race	# Of Encounters in which handcuffing was used
Black	12
Hispanic	6
White	68
Asian	3
Total	89

Domestics

In 2022 there were 76 Domestic Disturbance/ Domestic Violence related calls in Needham. This is a 21.7% decrease from domestic violence calls in 2021.

54 out of 76 (71.1%) of these calls were verbal only in nature and did not escalate into any form of physical violence. 14 (18.4%) calls had the offense of assault and battery attached to them, and 7 of the domestic related calls reported threats/ intimidation and 1 reported strangulation.

62 of the domestic related calls reported this year had no injuries, 14 had minor injuries and 0 had moderate injuries associated with the incident.

In 54 of the 76 incidents, there was no current restraining order/ protection order in place and the victim chose to decline getting an emergency order put into place at that time. In 11 instances, the victim did elect to get an emergency order in place. In 8 cases, there already was an active restraining order or abuse prevention order in place at the time of the incident. In 3 cases, there was a previous order that had expired.

In 19 of the 76 calls, there were children either present or involved in the incident and DCF was notified.

Use of Force

The Use of Force incidents that Needham Police are involved in are a result of an individual's level of unlawful compliance/resistance rather than officer looking to harm the public. We are obligated morally, by law and by policy to use only that level of force that is reasonable and necessary to affect an arrest, to ensure public safety or protect ourselves or others from harm.

In 2022 there were 12 times in which force was used during a call for service. In some calls, multiple types of force were necessary to resolve the situation and maintain the safety of all present.

Type of Force	Total Times Utilized
Hands on Control	10
Taser (Displayed)	2
Taser (Spark Display)	1
Taser (Drive Stun)	1
Firearm Unholstered	5
Less Lethal (Ready)	0

Subject Race	# Of Encounters in which force was used
Black	1
Hispanic	0
White	10
Asian	1
Total	12

2022 RACE AND GENDER INTERACTIONS

The Massachusetts Racial Profiling Reporting includes the following options when identifying a person by race: Asian or Pacific Islander, Black, Hispanic, American Indian/ Alaskan Native, Middle Eastern/ East Indian (South Asian), and White. For clarity, some of these category titles have been shortened in the tables below but are representative of all individuals within that category.

Motor Vehicle Stop by Race and Gender

Race	Gender			
	Male	Female	Unknown	X
Black	100	74	0	0
Hispanic	132	85	1	0
Asian	102	63	3	0
Middle Eastern	49	22	1	0
American Indian	3	6	0	0
White	1012	947	1	0
Total	1398	1197	6	0

Motor Vehicle Stops by Race and Resident Status (City/Town)

Race			Resident		Non-Resident	
	Number	% Of Total	Number	% Of Total	Number	% Of Total
Black	174	6.7%	8	.31%	166	6.4%
Hispanic	218	8.4%	8	.31%	210	8.1%
Asian	168	6.5%	36	1.4%	132	5.1%
Middle Eastern	72	2.8%	12	.5%	60	2.3%
American Indian	9	.35%	3	.12%	6	.23%
White	1960	75.4%	312	12%	1648	63.4%

Total	2601	100%	379	14.64%	2222	85.43%
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Motor Vehicle Stops Disposition by Race

	Arrest		Civil Fine		No Enforcement		Criminal Application		Verbal Warning		Written Warning		Total
Black	2	1.15%	9	5.17%	3	1.7%	4	2.3%	98	56.3%	58	33.3%	174
Hispanic	2	.92%	22	10.1%	2	.92%	17	7.8%	105	48.2%	70	32.1%	218
Asian	1	.6%	12	7.1%	3	1.8%	5	3%	75	44.6%	72	42.9%	168
Middle Eastern	0	0%	6	8.33%	1	1.4%	1	1.4%	32	44.4%	32	44.4%	72
American Indian	0	0%	1	11.1%	0	0%	0	0%	5	55.6%	3	33.3%	9
White	18	.9%	147	7.5%	41	2.1%	21	1.1%	878	44.8%	855	43.6%	1960
Total	23	.88%	197	7.5%	50	1.9%	48	1.85%	1193	46%	1090	42%	2601

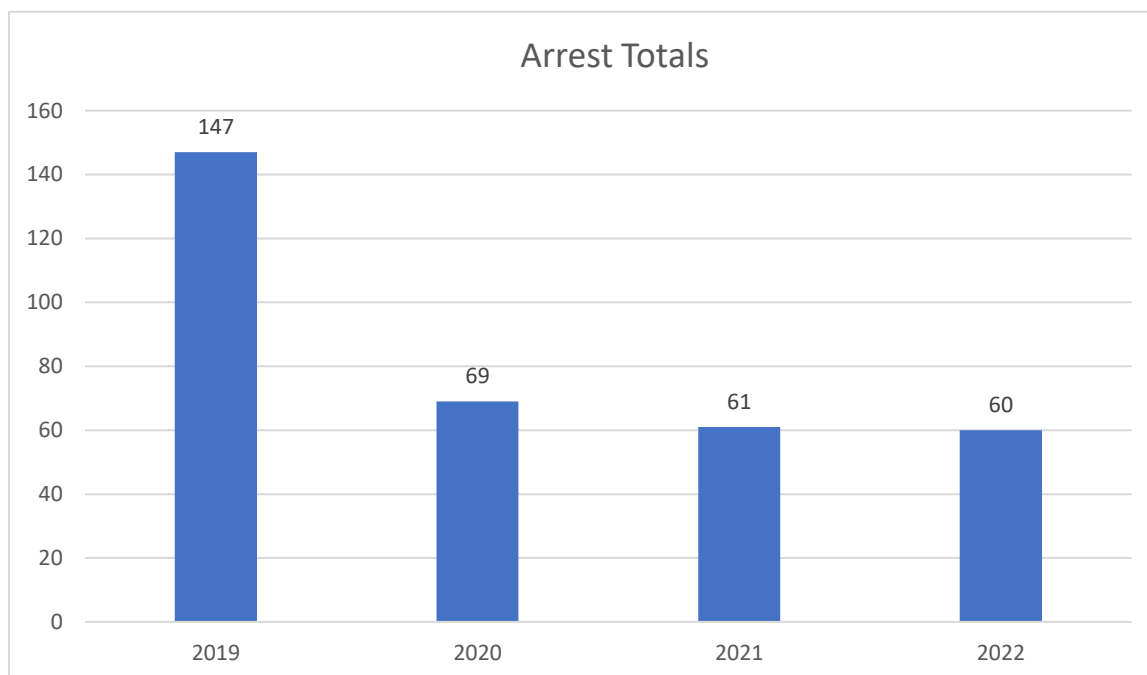
Arrest- The person was arrested as a result of the stop. **Civil Fine-** The person received a civil fine that they could choose to pay or appeal. **No Enforcement-** Stop was initiated due to a motor vehicle accident or disabled motor vehicle, but there was no action that warranted enforcement of any kind. **Criminal Application-** The person committed an offense that was criminal in nature and would be required to attend a hearing for the violation. **Verbal Warning** – The person was given a verbal warning for their violation. **Written Warning** – The person received a paper citation, but nothing further was required of them.

POLICE ACITIVITY SUMMARY

Arrests

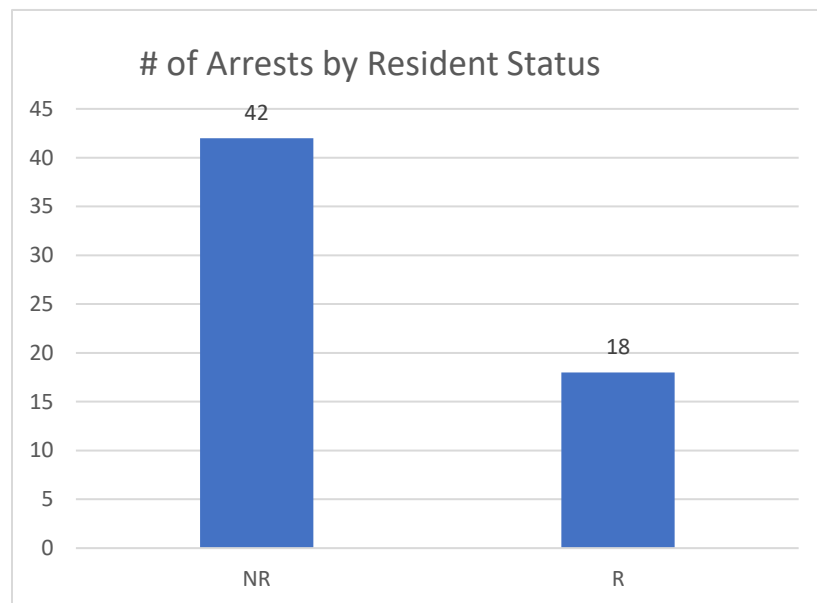
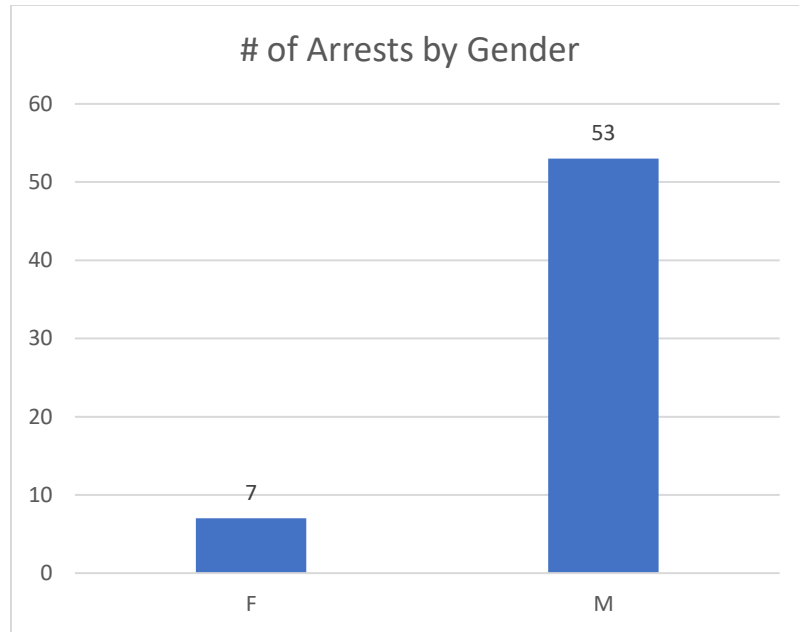
There was a total of 60 arrests in Needham in 2022. This number is one less than the number of arrests in 2021.

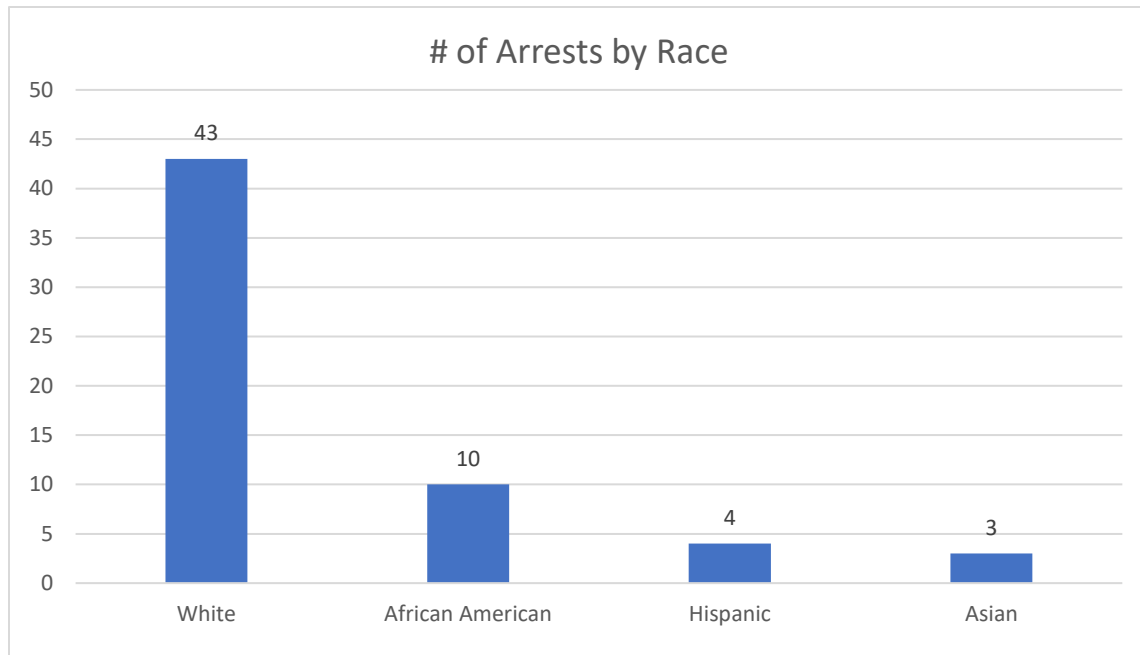
2021		2022	
Race	Count	Race	Count
White	40	White	43
Black	9	Black	10
Hispanic	8	Hispanic	4
Asian	4	Asian	3
Total	61	Total	60



53 out of the 60 arrests were males, which equals 88.3% of the total arrests for the year. 7 of the arrests, or 11.7% were female subjects. 42 out of 60 (70%) of the subjects arrested in 2022 were not residents of Needham. 18 subjects (30%) were residents of Needham. This an increase in arrests of nonresidents compared to last year. In 2021, 32 out of the 61 arrests or 53% were not residents of the town.

Arrestee City	Count
NEEDHAM	18
PROVIDENCE, RI	3
NEWTON	3
BOSTON	3
BRONX, NY	3
WORCESTER	3
BRAINTREE	1
WAYLAND	1
SACO, ME	1
DEDHAM	1
NORWOOD	1
DOVER	1
ROSLINDALE	1
EVERETT	1
SPRINGFIELD	1
FALMOUTH	1
CHERRY VALLEY, MA	1
HARTFORD, CT	1
PAWTUCKET, RI	1
HULL	1
REVERE	1
HYANNIS	1
ROXBURY	1
LEXINGTON	1
SNELLVILLE, GA	1
WEST ROXBURY	1
WALPOLE	1
ACUSHNET	1
WEST BRIDGEWATER	1
BRIGHTON	1
BROCKTON	1
MERRIMACK, NH	1
NATICK	1
Grand Total	60





The breakdown of arrestees by race is shown above. 71.7% of arrests in 2022 (43) were of white subjects. 10 arrestees were African American, which equates to 16.7% of the total. There were 4 (6.7%) Hispanic individuals, (5%) 3 Asian individuals arrested.

There were seventeen (17) arrests involving BIPOC individuals. Fifteen (15) of those seventeen (17) arrests were for offenses that mandate arrest or are a preferred response. Five (5) of the arrests involved an active Arrest Warrant. Two (2) arrests involved a Domestic Assault and Battery. One (1) arrest involved an Assault and Battery on a 60+/Disabled Person and five counts of Assault and Battery on a Police Officer. There was one (1) arrest for an Indecent Assault and Battery. There were two (2) instances of a Forgery / Uttering Check fraud schemes involving multiple offenders (4). There was also one (1) arrest involving a Forgery / Uttering Check scheme involving one (1) offender.

There were forty-three (43) arrests involving white individuals. Thirty-eight (38) of the arrests involved offenses that mandate arrest or are a preferred response. There were fourteen (14) arrests involving an active Arrest Warrant. Eight (8) of the arrests involved Domestic Assault and Battery or a violation of a Restraining Order. There were eleven (11) arrests involving operation of a Motor vehicle under the influence of drugs or alcohol. There was one (1) arrest involving Kidnapping and carjacking with a weapon. There were two (2) instances of Forgery / Uttering check fraud schemes with multiple offenders (3). There was one (1) arrest involving Failure to Stop for a Police Officer, Leaving the scene of a crash, Negligent Operation of a Motor Vehicle and Unlicensed Operation of a Motor Vehicle

Juveniles

Mental Health Related Incidents

We had 32 Mental Health Incidents involving juveniles. Only one of those incidents originated in the schools and involved parent concerns that were expressed to a school staff member and then passed on to the SRO. The rest of the incidents originated outside of Needham Public Schools. There were 27 different juveniles involved in the incidents. 5 juveniles had more than one mental health incident in 2022.

Offenses

There was one arrest of a juvenile in 2022. The juvenile was arrested for failure to stop for police, marked lanes violation, failure to stop/ yield, leaving the scene of property damage and unlicensed operation of a motor vehicle and negligent operation of a motor vehicle. The juvenile went to court and placed into court mandated diversion.

There was 1 juvenile that had to appear for a hearing at Juvenile Court two separate times for two different incidents. There were 14 juveniles that voluntarily entered our Diversion Program.

None of these incidents happened at or originated from Needham Public Schools.

Total Calls and Types

The Needham Police Department had 43,912 calls for service in 2022. This is up by 1,547 calls or 3.7% from the 2021 total of 42,365. Calls can be broken down into priorities based on the level of urgency. The highest priority is level 1, which includes burglar alarms, fires, motor vehicle crashes with injury and sudden deaths. The number of priority 1 calls went up in 2022 by 444 or 13.2% from 2021. Priority 2 includes calls for suspicious activity, fraud, larceny, and wellbeing checks. Priority 3 is the lowest priority level and encompasses the majority of everyday calls. This includes security checks, animal calls, public assistance, motor vehicle stops and administrative calls.

Priority Level	# Of Calls
1	3797
2	2431
3	37684
Total	43912

DIVISION UPDATES

TRAFFIC AND COMMUNITY SAFETY DIVISION

Traffic

In 2022, 1380 traffic violations that were issued. Most of these violations () were written warnings given to the operator. 209 were civil violations, 189 criminal violations, 29 violations were involved in an arrest, 5 violations were given as a verbal warning and 1 was a municipal violation. \$15,535 in fines were issued in 2021.

Violation Type	Count	Percent of Total
Written Warning	1134	82.1%
Civil Citation	141	10.2%
Criminal Citation	76	5.5%
Arrest	29	2.1%
Verbal Warning	1	.1%
Municipal Violation	0	0%
TOTAL	1381	100%

The most written violation was for hands-free violation also known as texting while driving. The law surrounding this violation can be found [here](#). There were 272 handsfree violations total- 216 warnings, 49 civil citations, 2 criminal citations and 1 arrest.

The second most written violation was for operation of an unregistered motor vehicle. Information for this violation can be found [here](#). There were 261 total registration violations, 233 of which were written warnings. 14 were given as civil citations, 11 were given as criminal citations and 3 violations were part of an arrest.

Other commonly issued violations include speeding (244 total) and failure to stop/yield (211 total)

There were 163 Criminal Violations in 2022. This includes 44 for operating a motor vehicle with a suspended/revoked license, 23 for operating a motor vehicle without a license, 17 for OUI, 12 for operating a motor vehicle without insurance and 11 for unregistered motor vehicle.

Accidents

There were 451 motor vehicle accidents reported in 2022. This number is up 21.9% from the total of 370 accidents in 2020. This number of accidents places us closer in range to the number of accidents we were seeing pre-pandemic. In 2016- 2019 the Town of Needham was averaging 457 accidents per year.

Year	Total # of Accidents
2022	451
2021	370
2020	286
2019	467
2018	419
2017	480

In 2022, 300 crashes occurred in an area with no traffic controls. 70 occurred where there was a traffic light, 68 occurred where there was a stop sign and 12 occurred where there was another type of control (yield sign, railroad signals, warning signs, etc.).

May had the highest number of crashes at 49 and March had the lowest at 26. The overall average number of crashes per month in 2022 was 38. Based on this year's reporting, the most common days for motor vehicle accidents was Wednesday with 87 accidents throughout the year. The day with the least accidents was Sunday, with a total of 35.

Most accidents occurred between 7am and 7pm with the highest numbers occurring between 3pm-4pm with a total of 49 accidents. The number of accidents drop significantly overnight with 6 occurring between 1am and 4am for the entire year.

Looking at day of the week and time, the most accidents occurred on Monday during the 3pm hour, with a total of 12 accidents.

68 Accidents involved injuries and 2 involved fatalities.

240 of the accidents were not at an intersection. 86 were at a 4-way intersection, 92 were at a T intersection, 11 were at on off ramp, 14 were in a driveway, 5 were at a Y intersection, 1 was at a 5-point intersection and 1 was unknown.

76 were single vehicle crashes, 82 were rear end crashes, 144 were crashes at an angle.

342 crashes took place in the roadway, 82 were outside the roadway. 16 were on the roadside, 9 on the shoulder, and 1 unknown.

288 of the accidents were collisions with another motor vehicle in motion. 69 were collisions with parked motor vehicles. 22 were collisions with an unknown fixed object. 14 were collisions with utility poles and 11 were collisions with a tree.

There were 22 motor vehicle accidents involving pedestrians in 2022. In 4 of these the pedestrian was on foot, 14 were cyclists and 4 were using another mode of transport. Of the accidents involving pedestrians, 1 took place at a crossing location (crosswalk)

Community Safety Officer

Community Safety Officer Kelley Scolponeti is under the direct supervision of the Lieutenant in charge of Traffic and Community Safety. Officer Scolponeti has the primary responsibility of training, scheduling, and supervising all Traffic Supervisors (civilian positions) as well as supervising parking enforcement and ticketing. We are currently short staffed, with 16 Traffic Supervisors who cover 62 school crossings daily.



Officer Scolponeti often covers crossings herself and makes it a point to check in periodically with the Traffic Supervisors to discuss safety/traffic concerns they might have. Officer Scolponeti also serves as our liaison for the Center at the Heights. She makes weekly visits there to interact with the seniors in many ways. She'll stop in to have coffee with them and sometimes play pool and assists with meal deliveries. As we rebound from Covid-19, we have continued to hold Coffee with a Cop events, in which several officers stop by to say "hi" and have a cup of coffee.

Officer Scolponeti also holds Crafts with a Cop once a month and it is always well attended. Officer Scolponeti assists the School Resource Officers with A.L.I.C.E. drills and periodically checks in with the principals and the health and safety committees at each school. She enjoys assisting the 3rd grade physical education teachers with their 3rd grade bike rodeos and designs and designs and issues over 350 bicycle licenses. She makes it a point to conduct "Officer Friendly" visits to the daycare schools within our town.

Officer Scolponeti is the liaison with the Council on Aging, the Commission on Disability, the Needham Community Council and the Needham DPW Snow Removal Committee. She assists with the clothing drive and food pantry at the Community Council. She's part of the Needham Community Outreach Team and has luncheons with Needham Housing residents. She is also part of the Special Education Parent Advisory Council. Officer Scolponeti is the liaison for donations from community stores and she assists with distributing the items throughout our town. Officer Scolponeti also conducts fingerprinting for Needham residents for licensing and job employment and completes all background checks for solicitors and vendors in town. Officer Scolponeti is very involved in fundraising efforts around town. Many groups reach out to the police department for a "ride to school in a police car" as an auction item. These rides have become very popular at auctions, and she facilitates 8-10 rides to school annually. This year, she also began to sell Officer Rocket Swag at various events, donating all proceeds to charities.

PATROL OPERATIONS / EMERGENCY MANAGEMENT DIVISION

Patrol represents the majority of the Needham Police Department and is the most visible aspect of the job. Operating on a 24hr basis its services include but are not limited to: protecting life and property, enforcing all laws and town bylaws, preserving peace and public order, and identifying criminal offenders and criminal activity.

Each officer is assigned to a specific area of town, called a sector. The officer is responsible for handling all the calls within that sector. Additionally, the officer conducts the traffic enforcement in their area, building checks, and assists other officers as needed.

Although officers in patrol are primarily responsible for patrolling the town and answering calls for service, many officers have other duties and special assignments they complete. These vary in scope from assignments as Juvenile Officer to the MetroLEC Special Weapons and Tactics (SWAT) team and many others.

Dispatch

Throughout 2022 the Needham Police Dispatch center consisted of 5 full-time positions for Emergency Telecommunications Dispatchers

Dispatchers also handled 6646 Enhanced 9-1-1 calls in 2022. This is an 10.4% increase from the 6,018 9-1-1 calls received in 2021.

All Enhanced 9-1-1 Dispatchers throughout the Commonwealth of Massachusetts are required to undergo a minimum of 16 hours of continuing education annually. Needham Police Dispatchers met this training requirement and received training in topics including, but not limited to Mental Health First Aid for Public Safety, Multi-Agency Response to Active Shooter & Hostile Events, Excited Delirium Syndrome and Stress Management. Through the Answering Point and Regional Emergency Communication Center Support and Incentive Program the department received grant funding based on the previous year's 911 call center volume. During FY 2022 the Department was allocated \$98,451. The Department was also allocated \$34,441 in 911 and Emergency Medical Dispatch training.

Mountain Bike Unit

The Needham Police Mountain Bike Unit consists of 10 Officers including a Sergeant who are all COBWEB (Cops on Bicycles with Education for Bicyclists) Certified. COBWEB is a three-day training of 4 hours a day where Officers learn "And will have a comprehensive understanding of Standard Operating Procedures, proper protocol to ensure safety and minimize liability, crime prevention techniques, tactical maneuvers and communication. He/she will have a heightened awareness of the importance of fitness, nutrition, injury prevention and physical well-being." -COBWEB



The Needham Police Department has deployed its Mountain Bike Unit in a number of situations. Some of these deployments include The 3rd of July Fireworks, The 4th of July Parade, multiple road races and public and private events throughout the year. The Mountain Bike Unit also assists out of town agencies providing mutual aid to the Town of Wellesley assisting with the Boston Marathon.

The Mountain Bike Unit is a part of the Patrol Division of the Needham Police Department and is also used for some patrol functions such as traffic and parking enforcement when needed and is a highly visible crime deterrent and will Patrol the Needham Town Forest and State Parks (Cutler) much easier than an Officer on foot. The Needham Police Mountain Bike unit rides TREK mountain bikes which are well situated for all terrains, Road and Off Road.

Animal Control

The below tables display the activity of the ACO for 2022:

Off Leash Check/ Violations	23
P Animal Call (Non Dog)	218
P Animal Quarantine	10
P Dog Call	212
P Missing Animal	1
Grand Total	464

Call Type	Count
Non- Dog related Call	231
Lost/ Loose/ Found Dog	124
Other	43
Barking	21
Dog Bite/Fight	23
Off Leash	22
TOTAL	464

INVESTIGATIVE SERVICES / PROFESSIONAL STANDARDS DIVISION

School Resource Officers

Needham currently has two officers assigned as School Resource Officers (SROs). They support the entire Needham School District as well as Saint Joseph's Elementary School and Saint Sebastian's School. SROs partner with school administrators throughout the school district to provide support and guidance in a variety of ways and bridge student family-school life. SROs also work closely with school district guidance counselors and special education teachers to help support students. The SROs meet regularly with students and their families to provide this support. In addition to these meetings, SROs interact with the schools and Needham youth in a variety of ways. They help to deal with investigations that juveniles are involved in, help to aid students whose families may be experiencing a hardship and help assist with school projects. Some other examples of what our SROs have done in the past year include:

- Collaborated with Staples and the Needham Community Council to deliver school supplies throughout the school district prior to the 2022/2023 school year.
- Attended the annual Needham Harvest Fair to greet youth and their families
- Provided police escort rides to school for various raffles and fundraisers
- Visited classes throughout the school district and provide presentations and learning experiences on various subject matters like 4th Amendment Rights/Search and Seizure, social media and Internet Safety, Bullying and Cyberbullying, Self-Defense, Bicycle Safety, Alcohol and Drug Awareness, and Vaping Awareness.
- Worked closely with school principals to provide armed intruder training and education (through presentations and practical drills) to staff members and students in each school
- Assisted the fire department in conducting fire drills in each school throughout the year
- Organized and ran the Needham Junior Police Academy, a weeklong camp for middle schoolers that teaches them about police work and provides interactive activities and field trips to explore the law enforcement field.
- Worked closely with the Needham Police Department Truancy Officer and Juvenile Court Prosecutor to create diversion paths that offer education, resources, and support to youth offenders in effort to keep them out of the court system.

- Partnered with Needham Youth and Family Services and the Youth Resource Network to help support juveniles and their families
- Collaborated with the Community Service Officer to support Bike Rodeo events throughout the school district and for cub scout and boy scout troops
- Sat on the Substance Prevention Alliance of Needham (SPAN) committee and assist with planning and execution of campaigns and events
- Participated in Students Advocating Life (without) Substance Abuse (SALSA) to help support campaigns and events
- Attended various student club and athletic events to support students
- Took part in field day events at various schools
- Helped coordinate between police department and high school to provide a senior graduation parade during the pandemic
- Attended and coordinated between police department and schools to provide assistance and support with various events such as prom, graduation, dances, and other school events
- Provided support for rising 9th graders on Step Up day.
- Collaborated with other Needham Police officers to organize and coach the annual Needham-Wellesley Powderpuff Football game, a month-long after-school program that prepares senior girls for the annual game
- Assisted with the annual drug take back event that occurs in the fall and spring of each calendar year.
- Visited summer camps and programs to connect with juveniles and check in with them
- Attended Charles River YMCA public events



SRO Brienze is also responsible for the training and management of K9 Officer Rocket, who is a Community Resource Dog (CRD) for the department. SRO Brienze and Rocket continuously coordinate with Golden Opportunities for Independence, where Rocket came from, to help other SROs and CRD's in the Needham area. This past year they visited several other communities including Newton, Duxbury, Norwood and Hingham to provide support in various situations. Rocket and SRO Brienze were also celebrity judges in the 2022 Needham Holiday House Tour.

SRO Brienze runs Officer Rocket's social media pages and interacts with the community there and attend various community events inside and outside of schools with Officer Rocket to speak about his role. They visit all the schools in town, Needham BI, nursing homes, and Center at the Heights as well as other town events such as the craft fair, TOPSoccer practices and various NHS sports games. They often partner with various town agencies and utilize Officer Rocket to help promote programs.

Detectives

During 2022, the Detective Division was assigned cases for follow-up and investigation. These assignments include both Part A (i.e., drug offenses, burglary, assaults, sex offenses) and B crimes (ie check fraud, peeping tom), attempts to commit a crime and other situations which may not have amounted to a crime but required further investigation. Due to the complexity of the case many had multiple Detectives assigned to them.

During the year, detectives investigated a range of crimes including but not limited to, identity theft, unemployment fraud, breaking and entering, robbery, armed assault, mail fraud, civil rights crimes and death investigations. Through these efforts Detectives have worked with our regional police partners, State Police, Federal Agencies including the FBI, DEA and Secret Service, as well as prosecutors in the District Attorney's office, the Massachusetts Attorney General's Office and the United States Attorney's office. Often, Detectives work with these other agencies to address crimes that increasingly extend beyond local boundaries and incorporate complex technical skills.

Needham Detectives are also members of the Norfolk County Police Anti-Crime Task Force (NORPAC). NORPAC provides for multi-agency investigations into drug trafficking, violent crime, and the apprehension of fugitives. The work of the Needham Police Detectives is exemplary and well regarded in the region. It is a credit to each Detective and the professionalism with which they approach their job. The distribution of illicit drugs in the community continues to be a major concern of the Police Department. Detectives were involved in several narcotic investigations which resulted in the arrest of several individuals. The offenses some of these individuals were charged with ranged from possession with intent to distribute marijuana to possession with intent to distribute heroin and fentanyl. Detectives continue to aggressively address the distribution of illegal narcotics through enforcement, education, and community partnerships.

The Detective Division attends quarterly Norfolk County meetings held by District Attorney Morrissey in an exchange of information and investigative techniques to combat the opioid crisis.

In 2022, due to the combined efforts of Needham Detectives and Massachusetts State Police Detectives, Benjamin Walsh plead guilty to a charge of 2nd-Degree Homicide. Walsh was sentenced to twenty-five years in prison.

Also in 2022, Needham Police Detectives and Patrol Officers investigated numerous contractor scams conducted by transient criminals. The scams targeted Needham residents, often elderly, and involved work that was to be completed on homes. The monetary damages of these crimes totaled in the hundreds of thousands of dollars. The investigations resulted in numerous individuals being arrested, charged, and prosecuted for various larceny related crimes.

Detectives were also instrumental in organizing the Department's highly successful Junior Police Academy. The Department, in collaboration with Needham Youth and Family Services, offered a week-long Junior Police Academy for rising 7th and 8th graders. This program is offered free of cost and held at both the Pollard Middle School and the Needham Police Department. Detectives interacted with students teaching them about fingerprinting, crime scene processing and photography.

COMMUNITY SERVICES / PROFESSIONAL DEVELOPMENT DIVISION

Crisis Intervention / Community Outreach

The primary responsibility of this program is to coordinate with Needham Community Crisis Intervention Team (NCCIT), the Substance Prevention Alliance of Needham (SPAN), and the Needham Coalition for Suicide Prevention to ensure people suffering from mental health and substance abuse disorders receive adequate follow up and access to resources. The program also coordinates with Regional, State and National Agencies such as Riverside, DOVE, the National Alliance on Mental Illness (NAMI), and the Norfolk District Attorney's Outreach Program. This officer will also act as a liaison to Beth Israel Hospital and Newton Wellesley Hospital.

In December of 2020 we contracted with Riverside for a Jail Diversion Program (JDP) Clinician. This clinician is assigned to Needham for 20 hours per week and works closely with our Community Outreach Officer and other Crisis Intervention Trained Officers. The clinician is embedded in the Police Department, has access to reports of incidents involving mental health and substance abuse, and is available for co- response where applicable. In 2022, the Needham Police Department had a part-time clinician with us from June to August.

June- August 2022 Needham JDP Responses

Type of Response	Number of Responses
Co-Response	12
Follow-up	103
Evaluation	11
Unable to make contact	30
Declined Services	15
Total Outreach	169

Type of Referral	Number of Referrals
Police	95
Riverside	3
Self/Family	64
Community	7
Total	169

Total Number of People Served	55
--------------------------------------	----

Type of Contact	Number of Contact
Phone	95
In-person	43
Telehealth	0
Email	3
Other	28
Total	169

Training

Massachusetts Police Training Committee (MPTC) In- Service Training

The following list of courses were completed during FY2022 by sworn officers to comply with the MPTC Annual In-Service Training requirements:

Legal Updates	De-Escalation / Use of Force
Responding to Emergencies Involving the Mentally Ill	Officer Wellness Series: Critical Incident Stress Management
Cultural Competency	Officer Wellness Series: Mental Wellness
CPR / 1 st Responder (Classroom)	Human Trafficking
CPR / 1 st Responder (Practical)	Officer Wellness Series: Suicide Prevention / QPR
Mass Gatherings	

Use of Force

The following was a list of Use of Force Trainings that were offered by the Training Division in 2022; Use of Force, De-Escalation and Defensive Tactics, Spring Firearms Training, Active Shooter (ASHER) Training, Annual Taser Re-certification, and Fall Firearms Training.

Crisis Intervention

We sent three additional officers to Crisis Intervention Training (CIT) bringing our total number of CIT trained officers to 27. That means approximately 56% of our current sworn staff have attended 40 hours of training geared toward better response to calls involving persons suffering from mental illness. We will continue to train personnel as the training becomes available.

State 911 Certification

Officers and Dispatchers are required to take 16 hours of continuing education each year to maintain their State 911 Certification. Officers and dispatchers fulfilled this responsibility by taking approved courses on the following topics: Handling Suicide Calls, Crisis Negotiations for Dispatchers, Critical Incident Stress Management, 911 – Edge of Chaos, Stress- The Silent Killer, and Surviving the Call Center.

Juvenile Related Training

In 2022 our School Resource Officers and other Officers attended training on Adolescent Mental Health, ALICE Training, Active Shooter Preparedness, NASRO School Resource Officer Training, Juvenile Law for Patrol and Supervisory Personnel, From Sandy Hook to Uvalde- The Challenges of School Safety, Investigation School Threats on Social Media, and the Annual School Resource Officer Conference.

Metro-LEC Training

We are a participating agency in Metro-LEC. It is a regional agency that has several specialized units that share personnel and resources for specific circumstances such as: Crisis Negotiation, Search and Rescue, SWAT and Tactical Response, Cyber Crime Unit, and a Mobile Operations Unit comprised of Motorcycles

for events and other circumstances. The officers participate in monthly regional trainings with their respective units.

Advanced Investigation Training

Some of our Officers attended more advanced investigative training in specific types of investigations such as Sexual Assault Investigator Training, Cell Phone Investigations, Crime Scene Photography, Cyber Crime Investigations, Breaking and Entering Investigations, Social Media Investigations, Specialized Domestic Violence Investigations, and Search Warrant Preparation.

Internal Affairs Investigation

Courses attended in 2022 included Complaint Reception, Three Day Internal Affairs Investigations, Duty to Intervene, Use of Force Investigations for Supervisors, and Officer Involved Shooting Investigations,

Other Training

We participated in the ADL Fair, Equitable and Inclusive Policing Initiative Program. This was a four-part training series. The courses were: History of Racial Profiling, Conducting a Risk Assessment for Religious Institutions, Building Community Trust Through Engagement, and Domestic Terrorism- A Strategic Overview.

We hosted Lt Martin Baker (Retired Norwood PD) to instruct Sworn Personnel in the Autism & Law Enforcement Education Coalition (ALEC) curriculum.

In addition to the MPTC Legal Update, we hosted two other Legal Refresher Trainings for all Officers from outside training professionals.

Some Officers were certified as Field Training Officers

APPENDIX A

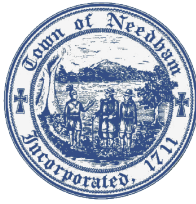
GROUP A

- **Arson 200**
- **Assault Offenses 13**
 - Aggravated Assault 13A
 - Simple Assault 13B
 - Intimidation 13C
- **Bribery 510**
- **Burglary/ Breaking and Entering 220**
- **Counterfeiting/Forgery 250**
- **Destruction/ Damage/ Vandalism of Property 290**
- **Drug/ Narcotic Offenses 35**
 - Drug/ Narcotic Violations 35A
 - Drug Equipment Violations 35
- **Embezzlement 270**
- **Extortion/Blackmail 210**
- **Fraud Offenses 26**
 - False Pretenses/ Swindle/ Confidence Game 26A
 - Credit Card/ ATM Fraud 26B
 - Impersonation 26C
 - Welfare Fraud 26D
 - Wire Fraud 26E
- **Gambling Offenses 39**
 - Betting/ Wagering 39A
 - Operating/ Promoting/ Assisting Gambling 39B
 - Gambling Equip Violation 39C
 - Sports Tampering 39D
- **Homicide Offenses 09**
 - Murder and Nonnegligent Manslaughter 09A
 - Negligent Manslaughter 09B
 - Justifiable Homicide 09C
- **Kidnapping/ Abduction 100**
- **Larceny/ Theft Offenses 23**
 - Pocket-Picking 23A
 - Purse Snatching 23B
 - Shoplifting 23C
 - Theft from Building 23D
 - Theft from Coin-Operated Machine or Device 23E
 - Theft from a Motor Vehicle 23F
 - Theft of a Motor Vehicle Parts or Accessories 23G

- All Other Larceny 23H
- **Motor Vehicle Theft 240**
- **Pornography/ Obscene Materials 370**
- **Prostitution Offenses 40**
 - Prostitution 40A
 - Assisting/ Promoting Prostitution 40B
- **Robbery 120**
- **Sex Offenses, Forcible 11**
 - Forcible Rape 11A
 - Forcible Sodomy 11B
 - Sexual Assault with an Object 11C
 - Forcible Fondling 11D
- **Sex Offenses, Non-Forcible 36**
 - Incest 36A
 - Statutory Rape 36B
- **Stolen Property Offenses 280**
- **Weapon Law Violations 520**

GROUP B

- **Bad Checks 90A**
- **Curfew/ Loitering/Vagrancy Violations 90B**
- **Disorderly Conduct 90C**
- **Driving Under the Influence 90D**
- **Drunkenness 90E**
- **Family Offenses, Nonviolent 90F**
- **Liquor Law Violations 90G**
- **Peeping Tom 90H**
- **Runaway 90I**
- **Trespass of Real Property 90J**
- **All Other Offenses 90Z**

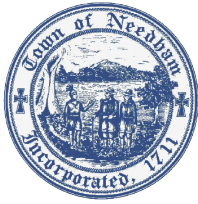


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 2/14/2023

Agenda Item	Property Line Agreement
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
In connection with the ongoing effort of the Town and Northland Residential to acquire the Castle Farm property, Northland has asked the Select Board to enter into a property line agreement with the Foster Trust, the current owner of the property. This agreement concerns the property lines that separate a part of the Castle Farm property—the two 3-acre “ANR Lots” along Charles River Street—from the surrounding Ridge Hill property that the Town already owns. These two 3-acre ANR Lots were created by a plan dated November 24, 1980 and recorded with the Norfolk Registry of Deeds. A copy of this plan is included in the Board’s packet. Northland recently conducted a new survey of the ANR Lots as part of its due diligence, and discovered that the 1980 plan lacks sufficient detail to properly locate the property lines on the ground. The Town owns the land surrounding the ANR Lots on all sides except one. The Town’s property contains approximately 29.7 acres and is part of the existing Ridge Hill Reservation. Charles W. Foster conveyed this land to the Town in a deed dated January 24, 1981. Given that the Town owns most of land surrounding the ANR Lots, Northland has proposed that the Town and the Foster Trust (as the current owner of the ANR Lots) agree in writing that their respective property lines are shown on a new plan prepared by Northland’s surveyor. A copy of the proposed Agreement, and Northland’s new survey plan dated January 4, 2023, are included in the Board’s packet. Town Counsel has reviewed the Agreement, and Engineering has reviewed the new survey plan. The Agreement is necessary for Northland to acquire the ANR Lots from the Foster Trust, which it plans to before it acquires the remainder of the Castle Farm property subject to development contingencies. The parties intend that Northland will subsequently convey the ANR Lots to the Town, after all contingencies are satisfied.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> MOVED that the Select Board authorize the Town Manager to execute the Agreement with the Charles H. W. Foster 2000 Trust	



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

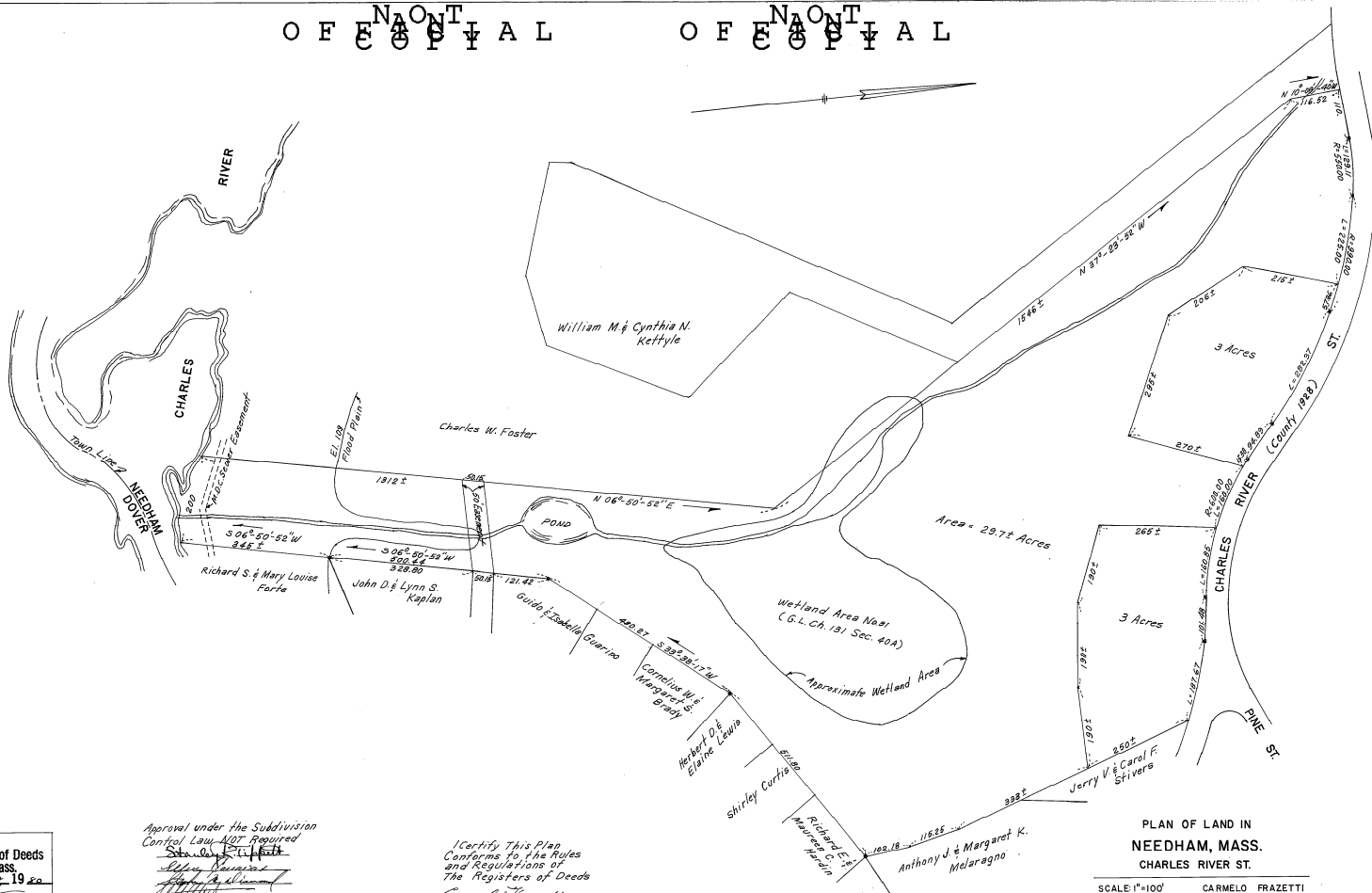
for the purpose of confirming as a matter of record the property lines separating the Town property located at 0 Charles River Street containing 29.7 acres from the two 3-acre lots on Charles River Street owned by the Charles H.W. Foster 200 Trust.

3.	BACK UP INFORMATION ATTACHED
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- | | |
|----|---|
| a. | Plan of Land in Needham, Mass. Charles River St. dated November 24, 1980 and recorded with the Norfolk Registry of Deeds in Plan Book 286 as Plan 1034. |
| b. | Agreement. |
| c. | Plan of Land Charles River Street Needham, Massachusetts Date: January 4, 2023 Sheet 1 of 1. |

O F E C P I A L

O F E C P I A L



Norfolk Registry of Deeds
Dedham, Mass.
Received Dec 8, 1980
With

Filed as No. 1034-1980
Pl. Bk. 286
Attest: [Signature]
Register

Approval under the Subdivision
Control Law NOT Required

[Signature]
[Signature]
[Signature]
[Signature]
Town of Needham Planning
Board dated: Nov. 25, 1980

I certify This Plan
Conforms to the Rules
and Regulations of
The Registers of Deeds
Carmela Frazetti



PLAN OF LAND IN
NEEDHAM, MASS.
CHARLES RIVER ST.

SCALE: 1"=100'
NOVEMBER 24, 1980
CARMELA FRAZZETTI
REG. LAND SURVEYOR

0 10 20 40 60 100
Feet

AGREEMENT

This Agreement (the "Agreement") is entered into this ____ day of _____, 2023, by and between **William A. Lowell, Trustee of the Charles H.W. Foster 2000 Trust** u/d/t dated March 15, 2000, for which a Trustee's certificate is recorded herewith (the "Foster Trust") and the **Town of Needham**, a municipal corporation (the "Town").

WHEREAS, the Foster Trust is the owner of two parcels of land situated on Charles River Street, Needham, Massachusetts pursuant to a Quitclaim Deed recorded with the Norfolk Registry of Deeds (the "Registry") in Book 4055, Page 646 (the "Foster Deed"), said parcels being more particularly shown as the two three-acre parcels located on Charles River Street shown on a plan entitled "Plan of Land in Needham, Mass., Charles River St, dated November 25, 1980," prepared by Carmelo Frazetti and recorded with the Registry as Plan 1034 of 1980, at Plan Book 286 (the "1980 Plan") (the "Foster Land");

WHEREAS, the Town is the owner of a certain parcel of land commonly referred to as Ridge Hill Reservation, located off of Charles River Street, Needham, Massachusetts pursuant to a Quitclaim Deed recorded with the Registry in Book 5833, Page 1 (the "Town Deed"), said parcel being more particularly described in said Town Deed (the "Town Land");

WHEREAS, both the Foster Land and the Town Land directly abut each other as shown on the 1980 Plan;

WHEREAS, due to the vague nature of the 1980 Plan with respect to the location of the lot lines separating the Foster Land and the Town Land, coupled with the lack of actual monuments, the exact perimeter boundaries of the Foster Land cannot be established on the ground using the 1980 Plan; and

WHEREAS, the Foster Trust and the Town desire to clarify the exact location of the perimeter boundaries of the Foster Land as it abuts the Town Land by depicting said perimeter boundaries on the New Plan (defined below).

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties on behalf of themselves, their successors and assigns, do hereby agree as follows:

1. The Foster Trust and the Town hereby agree and acknowledge that the lot lines separating the Foster Land and the Town Land are as shown on that certain plan entitled "Plan of Land Charles River Street Needham, Massachusetts", dated January , 2023, prepared by Merrill Engineers and Land Surveyors, and recorded herewith (the "New Plan"). The Foster Land is depicted as Parcel 304-4 and Parcel 304-5 on the New Plan, and the Town Land is depicted as Parcel 304-6 on the New Plan.

2. Nothing contained herein shall be deemed to affect the location of the easterly perimeter boundary of Parcel 304-5 that abuts property not owned by the Town.

[SIGNATURE PAGES TO FOLLOW.]

Witness the execution hereof under seal this ____ day of _____, 2023.

**William A. Lowell, Trustee of the Charles
H.W. Foster 2000 Trust u/d/t dated March 15, 2000**

COMMONWEALTH OF MASSACHUSETTS

County of _____:

On this ____ day of _____, 2023 before me, the undersigned notary public, personally appeared **William A. Lowell, Trustee of the Charles H.W. Foster Trust u/d/t dated March 15, 2000**, proved to me through satisfactory evidence of identification, which was: _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge.

Notary Public:
My commission expires:

Witness the execution hereof under seal this ____ day of _____, 2023.

**TOWN OF NEEDHAM, a Massachusetts
Municipal Corporation**

By its Town Manager:

Kate Fitzpatrick, Town Manager

COMMONWEALTH OF MASSACHUSETTS

County of _____:

On this ____ day of _____, 2023 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was: _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose as a Member of the Select Board of the Town of Needham, Massachusetts.

Notary Public:
My commission expires

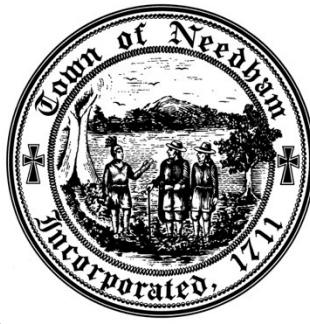


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 2/28/2023

Agenda Item	Town Alcohol Regulations – Proposed Revisions
Presenter(s)	Myles Tucker, Support Services Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Staff will present to the Board proposed revisions to the Town Alcohol Regulations.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	N/A – Discussion Only
3.	BACK UP INFORMATION ATTACHED
	1. Draft Revision of Town Alcohol Regulations 2/24/2023 – Clean 2. Draft Revision of Town Alcohol Regulations 2/24/2023 – Mark-Up



TOWN OF NEEDHAM

REGULATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES

[insert table of contents]

The Needham Select Board, acting as local licensing authority pursuant to the provisions of Massachusetts General Laws Chapters 138 and 140 and other relevant legal authority, promulgates these regulations applicable to the sale and distribution of alcoholic beverages in the Town of Needham. These regulations are in addition and supplemental to all other legal requirements, including but not limited to applicable State and Federal law and regulations.

I. TYPES OF LICENSES TO BE GRANTED IN NEEDHAM

The Town of Needham issues the types of alcoholic beverages licenses listed below. All licenses shall comply with Chapter 138 of the Massachusetts General Laws, and Chapter 204 of the Code of Massachusetts Regulations, as they relate to the specific type of license.

- 1.1 Innholders All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in a hotel dining area with a seating capacity of not less than ninety-nine (99) persons and a living capacity of not less than fifty (50) rooms, under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. The Service of alcoholic beverages to the room of any registered guest is prohibited unless otherwise authorized by the Select Board. (M.G.L. c.138, s.11, D; 11/7/72 election)
- 1.2 Restaurant All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in a restaurant and/or function room under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.11, E; 11/4/80 election; M.G.L. c.138, s.12; Chapter 32 of the Acts of 2014; 4/8/2014 election)
- 1.3 Restaurant Wine and Malt Beverages: issued to qualified applicants to sell only wine and malt beverages in a restaurant under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.12; Chapter 169 of the Acts of 2001; 11/8/01 election)
- 1.4 Club and Veterans' Organization All Alcoholic Beverages: issued to qualified applicant Clubs existing under Chapter 180 of Massachusetts General Laws and Veterans' Organizations duly chartered or authorized by the Laws of the United States or the Commonwealth of Massachusetts to sell all alcoholic beverages under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.12; 11/8/88 election)
- 1.5 Special Event: issued to qualified applicants of non-profit status to sell all alcoholic beverages; or to sell wine and malt beverages only; or to qualified applicants of for-profit status to sell wine and malt beverages only under the

applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.14)

- 1.6 Package Store All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in packages not to be consumed on the premises under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (Chapter 207 of the Acts of 2012; Approved 11/6/2012 election)
- 1.7 Package Store Wine and Malt Beverages: issued to qualified applicants to sell wine and malt beverages in packages not to be consumed on the premises under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages and any and all conditions stipulated for the specific license. (Chapter 207 of the Acts of 2012; Approved 11/6/2012 election)
- 1.8 Farmer Series Pouring Permit: issued to qualified applicants to sell malt beverages, for consumption on the grounds of a licensed farmer-brewery pursuant to M.G.L. c.138, §19C, as well as on the grounds of the farm operated as appurtenant and contiguous to, and in conjunction with, such farm, and in accordance with the applicable regulations of the Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages and any and all conditions stipulated for in the specific license. For purposes of this policy, the word “license”, “Licensee”, and “licensed premises” shall include a “Farmer Series Pouring Permit”, “Farmer Series Pouring Permittee”, and “premises subject to a Farmer Series Pouring Permit”, respectively, unless otherwise noted.

II. COMPLIANCE

- 2.1 The issuance of a license by the Select Board for the sale of alcoholic beverages under M.G.L. c. 138 applies only to said sales and does not release the Licensee from compliance, nor does it assume compliance with the rules, regulations, requirements and procedures of other government boards, agencies or bodies having jurisdiction.
- 2.2 Failure to comply with these regulations, the laws of the Commonwealth of Massachusetts, the Regulations of the Alcoholic Beverages Control Commission (ABCC) or the Town’s bylaws may result in the revocation, suspension or cancellation of the license.

III. GENERAL RULES AND REGULATIONS APPLICABLE TO HOLDERS OF LICENSES TO SELL ALCOHOLIC BEVERAGES WITHIN THE TOWN

This section shall apply to any and all alcoholic beverages licenses issued by the Select Board.

3.1 Hours of Operation

3.1.1 No patron shall be served or sold alcoholic beverages before or after the hours stated in the license.

3.1.2 On-Premises Consumption

3.1.2.1 The hours during which the sale of all alcoholic beverages to be consumed on the premises may be made by any Licensee shall be from 11:00 a.m. to 11 p.m. Monday through Saturday and from 10:00 a.m. to 11 p.m. on Sundays, unless otherwise determined by the Select Board or further limited by statute or regulation.

3.1.2.2 Except for alcohol sold by a Farmer Series Pouring Permittee, the hours during which the sale of all alcoholic beverages may be made in a dining room are further limited to the time when the dining room is open and food service is available to the public. No alcoholic beverages shall be sold or served in a dining room before the dining room is open and food service is available, or after the dining room has been closed and food service has been suspended to the public.

3.1.2.3 No alcoholic beverages shall be served within the licensed premises during the fifteen (15) minutes preceding the hours stated on the license at which service of alcoholic beverages must cease.

3.1.2.4 All bottles, glasses, containers, etc., shall be cleared from all tables and bars within thirty (30) minutes of the established closing hour and all patrons will be off the licensed premises within forty-five (45) minutes of the established closing hour.

3.1.3 Off-Premises Consumption

The hours during which the sale of all alcoholic beverages to be consumed off the premises may be made by any Licensee shall be from 8:00 a.m. to 11:00 p.m. or 8:00 a.m. to 11:30 p.m. on days preceding a legal holiday, unless otherwise determined by the Select Board or further limited by statute or regulation.

3.1.4 Adjustments

The Board may adjust hours for individual and/or classifications of Licensees upon receipt of their request(s) for consideration of special circumstances and/or occasions.

3.1.5 Employees and Staff

With the exception of the Licensee and the manager, all employees shall vacate the licensed premises no later than sixty (60) minutes after the official closing hour designated on the alcohol license. Bona fide employees of the licensed establishment may remain upon or enter upon the licensed premises outside of the regular hours of operation while actually engaged in cleaning, staff meetings or trainings, opening, closing or preparing for the current or next day's business, but they may not dispense or consume any alcoholic beverage during such non-public hours. In any instance wherein a Licensee will have

employees working on the licensed premises in excess of sixty (60) minutes before or after the serving times, the Licensee shall cause notification of the fact to be given by telephone to the Needham Police Department along with the estimate as to how long the work party will be on the premises. This provision shall not limit employees from being on the premises to produce malt beverages in accordance with a license issued pursuant to G.L. c.138, §19C or §19D.

3.2 Payment of Charges and Taxes

Applicants and Licensees must pay, in full, all taxes and charges owed to the Town on a current basis prior to the issuance of a new license, the transfer of an existing license and/or the annual renewal of a license.

3.3 Filing and Application Requirements (excludes Special Event Licenses)

3.3.1 Application for New and Transfer of License.

In addition to the ABCC Application package, Applicants shall provide:

- a. Proof of insurance;
- b. All fees;
- c. Completed and unexpired alcohol awareness training certificate for proposed managers of record;
- d. Copies of any other license issued by the Town of Needham and the ABCC to them for use at the proposed licensed premises, including, but not limited to G.L. c.138, §19C, §19D, §22; and
- e. Any additional information the Select Board shall request.

3.3.2 Application for Renewed License

In addition to the ABCC Renewal Application Form, Applicants shall provide:

- a. Proof of insurance;
- b. Completed and unexpired alcohol awareness training certificates for all employees, including manager of record;
- c. Certificate of inspections, where required; and
- d. Any additional information the Select Board shall request (see Section 5.4 and Section 5.6).

3.3.3 Abutter Notification

When conducting a public hearing to consider the issuance of a license to sell or serve wine, malt and/or alcoholic beverages, the Board shall require the Applicant to notify all owners of property within a 300-foot radius of the premises to be licensed.

3.3.4 Insurance

No license shall be issued for the sale of alcoholic beverages (Special Event licenses excluded) in the Town until such time as the Applicant shall present to the Select Board a certificate of insurance showing that the Applicant carries the following policies of insurance from an insurance company licensed by the Department of Insurance of the Commonwealth of Massachusetts as follows: workers' compensation insurance as required

by M.G.L. Chapter 152; and liquor liability insurance in the minimum amount of \$100,000 per person/\$1,000,000 aggregate for personal injury and \$100,000 per occurrence for property damage. Licensees shall notify the Board no later than ten (10) days prior to the cancellation or material change of said coverage. The Board may, pursuant to M.G.L. c.138, §§64A, 64B, 67 increase the minimum amount of required insurance coverage. Failure to maintain such coverage during the license period shall be grounds for revocation.

3.3.5 Fees

All license fees of the Board are incorporated in these rules and regulations as Attachment I, Schedule of Town of Needham Liquor License Fees. These fees shall be non-refundable.

3.3.5.1 Filing Fees All required filing fees shall be paid in full at such time as the application is filed. Filing fees shall not be pro-rated for any reason.

3.3.5.2 License Fees All license fees for the initial issuance of a new license, or for the transfer of an existing license, for a change in the structural composition of a licensed premises, and/or for the annual renewal of a license shall be paid in full prior to the issuance of the license. The initial license fee will be pro-rated based on the number of months remaining in the calendar year at the time of occupancy.

3.3.6 Floorplans and Signage

3.3.6.1 When a submittal of a floorplan is required by the ABCC, Applicants for a new or amended license shall submit an architectural floor plan, drawn to scale, that includes the following information, which will be clearly marked:

- a) the net floor area (net floor area shall be the area of the rooms measured between the interior walls exclusive of stairways, service bars, hallways, etc.) and dimensions of the existing room or rooms and exterior premises requested to be licensed including dining rooms, function rooms, exterior premises and rooms in which alcoholic beverages are to be stored;
- b) the location of any proposed Bar Service Areas, cocktail lounge, or other area where patrons may stand while consuming alcohol;
- c) areas in which seats or benches are to be securely fastened to the floor and areas in which the seats and tables are moveable;
- d) entrances and exits;
- e) kitchens and/or food preparation areas;
- f) take out areas;
- g) storage areas;
- h) restrooms;

- i) cash register areas;
- j) all rooms not being requested to be licensed shall be labeled as to their function, such as, kitchen, coatroom, lobby, etc.;
- k) total occupant load;
- l) areas where food trucks or other mobile food vendors may be parked for the purposes of serving patrons;
- m) outdoor service areas, showing location of seats, tables, trash cans, and physical barriers to segregate the licensed premises from non-licensed areas; and
- n) any other licensed spaces not covered by the above.

3.3.6.2 The number and location of all seats, chairs, and stools upon or within the licensed premises must be approved in writing by the Board. In no event shall the total number of seats, chairs, and stools upon the licensed premises exceed the maximum seating capacity nor the maximum occupancy capacity of the licensed premises.

3.3.6.3 Where outdoor service is proposed, the Applicant shall provide draft signage that will be posted around the licensed premises to aid in restricting the transportation or possession of any alcohol, wine, or malt beverage beyond the limitation of the barrier.

3.3.6.4 No physical alteration, the effect of which would be to constitute a change in the description of the licensed premises as shown on the license, shall be made without prior written approval of the Board.

3.4 Management and Trainings (excludes Special Event Licenses)

3.4.1 Management.

At all times that the licensed premises are open for the sale or service of alcoholic beverages, the Licensee shall have on the premises a manager or assistant manager who has successfully completed an in-person alcoholic beverages server training program satisfactory to the Select Board. The onsite manager/assistant manager shall be responsible for compliance with all applicable laws of the Commonwealth of Massachusetts concerning the sale of alcoholic beverages and the Town's rules and regulations for the provision and consumption of alcoholic beverages. The designated manager/assistant manager shall have full authority to make decisions concerning the operation of the establishment.

3.4.2 Employee Roster

A current employee roster shall be available upon request to the Town for all licensed establishments. An updated employee roster shall be provided to the Town within 45 days of the hiring of a new employee subject to the training requirements of 3.4.3.

3.4.3 Trainings

3.4.3.1 All managers, assistant managers, and bartenders shall attend an in-person alcoholic beverage server training program satisfactory to the Select Board within 30 days of employment and once every two years thereafter. There shall be an un-expired certificate of program completion on file with the Select Board at all times; provided that for new employees, the certificate may be provided concurrently with the employee roster required under Section 3.4.2.

3.4.3.2 *On-Premises Licensees Only:*

All employees not covered by Section 3.4.3.1 shall complete a Town-approved training program within 30 days of employment, or provide proof of training certification at a Town-approved course within the last three years. All such employees must complete an approved program once every three years. There shall be an un-expired certificate of program completion on file with the Select Board at all times; provided that for new employees, the certificate may be provided concurrently with the employee roster required under Section 3.4.2.

3.4.3.3 *Off-Premises Licensees Only:*

Any employee engaged in the sale and handling of alcoholic beverages must complete Select Board approved courses in alcohol safety training within 30 days of employment, or provide proof of training certification at a Town-approved course within the last three years. All such employees must complete an approved program once every three years. There shall be an un-expired certificate of program completion on file with the Select Board at all times; provided that for new employees, the certificate may be provided concurrently with the employee roster required under Section 3.4.2.

3.4.3.4 It is the obligation of the license manager to inform all employees about the rules and regulations of the Select Board, the ABCC, and any and all applicable Massachusetts laws.

3.5 General and Miscellaneous Provisions

3.5.1 There shall be no alcoholic beverages taken from the premises of an establishment licensed under M.G.L. c.138, §12, except for deliveries for the operation of the business as controlled by G.L. c.138, and with the exception of partially consumed bottles of wine that are purchased with a meal and resealed in accordance with 204 CMR 2.18 or sales conducted pursuant to G.L. c.138, §19C or §19D.

3.5.2 No Licensee shall sell alcoholic beverages in any part of the premises not specified on its license or such other license issued by the ABCC. No change of such area or location shall be made without prior written

approval of the Select Board. The licensed premises shall meet and fully comply with all health standards and regulations applicable to the sale of alcoholic beverages.

- 3.5.3 The licensed premises must be well lighted at all times.
- 3.5.4 There shall be no indecent or immoral entertainment on the licensed premises.
- 3.5.5 Gambling, lotteries, or other illegal machines or games are prohibited except as otherwise permitted by law.
- 3.5.6 The licensed premises shall be subject, at all times, to inspection by members of the Select Board, the Town Manager, Inspector of Buildings, Board of Health or its representatives, Police Department, Fire Department, or any other department or official of the town so directed by the Select Board.
- 3.5.7 No licensed restaurant, Farmer Series Pouring Permittee, or package store may permit the use of any amusement service such as electronic games on the premises.
- 3.5.8 Service of alcoholic beverages shall be by a bartender/server/wait person (applicable to on premise Licensees only, including Farmer Series Pouring Permittees).
- 3.5.9 Licensees shall make all reasonable and diligent efforts to ensure that loitering, disorder, disturbances or illegality of any kind does not occur at the licensed premises. The Licensee shall ensure that business in the licensed premises is conducted in a responsible manner so that no activity shall detract from the quality of life in the Town generally, or in the neighborhood in which the licensed premises are located. The Licensee may be held responsible for such activity, whether present or not. Licensees shall at all times maintain the immediate and surrounding area outside the licensed premises in a state of cleanliness and upkeep.
- 3.5.10 The alcoholic beverage license must be prominently displayed and available for public viewing inside the premises.
- 3.5.11 Licensees shall at all times maintain the immediate and surrounding area outside the licensed premises in a state of cleanliness and upkeep.
- 3.5.12 The alcoholic beverage license must be prominently displayed and available for public viewing inside the premises.
- 3.5.13 The Licensee shall request proof of identification prior to any alcohol sale and confirm the authenticity of the identification card through the use of a digital card scanner.

IV. RULES AND REGULATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES BY INNHOLDERS ONLY

- 4.1 Cocktail lounges are permitted with the approval of the Select Board but limited to approved areas by the Select Board with appropriate identification of the specific location documented by the Inspector of Buildings.
- 4.2 The service of alcoholic beverages to the room of any registered guest is prohibited unless otherwise authorized by the Select Board.
- 4.3 Section 5.3 of these policies shall apply to the restaurant and dining areas of the licensed establishment.
- 4.4 With the approval of the Select Board, an Innholder may sell sealed wine and malt beverages at a concession stand in the lobby of the hotel. Such sales shall be to individuals renting rooms at the establishment only and must be consumed within the rented rooms. Any wine and malt beverage purchased at the concession stand must remain sealed until the purchaser has returned to their room.

V. RULES AND REGULATIONS APPLICABLE TO THE SALE OF ALCOHOLIC BEVERAGES IN RESTAURANTS

5.1 Purpose

It is the policy and purpose of the Select Board acting as the Licensing Board of the Town of Needham to limit the issuance of alcoholic licenses as an accommodating and incidental part of a Common Victualler's primary and principal business endeavor of preparing and serving food to the public in a restaurant and function room.

The issuance of alcoholic licenses will be utilized so as to both enhance the dining experience of individuals patronizing Needham restaurants and to foster the economic development of business areas in the Town by encouraging and promoting foot traffic in those areas where restaurants are located. The Board will consider when deciding upon a license application the foregoing factors and any other matter deemed appropriate by the Board including by way of description but not limitation: proximity to residential neighborhoods, traffic, parking, appropriateness of menu and other aesthetic considerations including the physical layout of the interior of the establishment. Licenses will not be granted to establishments whose principal business activity is fast food, take-out, or which has any "drive-through" component.

5.2 Common Victualler's License

No alcohol license will be issued to any Applicant unless such Applicant is the Licensee named in a common victualler's license and has operated a restaurant for the twelve-month period immediately preceding the filing of an application.

5.3 Food Service

Service of food must be available in all areas in which alcoholic beverages are to be served. Meals must be served on solid dinnerware with silverware accompanying the same. No paper plates or plastic cutlery is permitted.

5.4 Fire Safety Inspections

Chapter 304 of the Acts of 2004, An Act Relative to Fire Safety in the Commonwealth, requires that every license holder under M.G.L. Chapter 138 Section 12 must submit as a precondition of renewal of the license “a valid certificate of inspection issued by a local inspector and signed by the head of the fire department for the city, town or district in which the premises is located.” No license shall be issued for the sale of alcoholic beverages in the Town until such time as a copy of the valid certificate of inspection has been filed with application.

5.5 Bar Service

The sale or service of alcoholic beverages for consumption at any unapproved Bar Service Area is prohibited. For the purposes of these regulations, Bar Service Area is defined as service across a counter at which alcoholic drinks are prepared to patrons who may or may not be waiting to dine. For those establishments with no table service, the Bar Service Area shall include the entire area where patrons may consume alcohol. Bar Service Areas are permitted only in locations expressly approved and authorized by the Select Board. Such authorization may be granted under the following conditions:

- a) The Board makes a finding that it is in the best interest of the Town to allow the service of alcoholic beverages in the Bar Service areas
- b) No more than a total of fifteen (15) seats or twenty percent (20%) of the total seats in the premises, whichever is less, shall be allowed in the Bar Service area(s), except that the Board may authorize a greater number where such seats are intended for food service customers as part of the Licensee’s business plan;
- c) The seats in the Bar Service areas are included when calculating the number of seats in the premises;
- d) All food and beverages on the menu served in the public dining room shall be available for service to the patrons in the Bar Service areas.

5.6 Reporting

Licensees shall provide the Select Board with a statement certified by a Certified Public Accountant as to the percentage the annual sales for the previous period of October 1-September 30 of alcoholic beverages compared to the total annual sales of food and alcoholic beverages. If the percentage exceeds fifty percent (50%), the Select Board may investigate to determine whether the service of alcoholic beverages has become more than incidental to the service of food on the premises. If the Board determines that the sale of alcoholic beverages has become more than incidental to the sale of food on the premises, it may after hearing require the Licensee to reduce its alcohol sales or take any other action permitted by law, including suspension or revocation of the license.

VI. RULES AND REGULATIONS APPLICABLE TO CLUBS AND VETERANS ORGANIZATIONS

- 6.1 Every club Applicant to be eligible to be licensed to sell any or all alcoholic beverages within the Town of Needham must be a corporation duly organized and existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts and has maintained club facilities for not less than three (3) years prior to the filing of an application. The within provisions may be waived by the Select Board.
- 6.2 Every Veterans organization to be eligible to be licensed to sell any and all alcoholic beverages within the Town of Needham must be duly chartered or authorized by the Laws of the United States or the Commonwealth of Massachusetts.
- 6.3 Each Applicant shall furnish a copy of its Charter or other legal evidence of its eligibility as herein specified when requested by the Select Board.
- 6.4 Each eligible club and veteran's organization must have the exclusive legal right to the possession and enjoyment of indoor facilities of not less than 2,000 square feet of floor space on one or more floors and which may consist of one or more rooms.
- 6.5 Each Licensee hereunder acting by and through its Board of Directors or other governing body shall appoint a manager or bartender who is of good moral character and a responsible person. The manager or bartender will be in charge during open hours acting for and on behalf of the Board of Directors or other governing Board. Acting for and on behalf of the Board of Directors the manager or bartender shall be responsible for the conduct of the members and guests, accountable for keeping order and the prevention of undue noise and disturbances on the licensed premises and the neighborhood.
- 6.6 Section 5.3 of these policies shall apply to all clubs and veterans' organizations.

VII. RULES AND REGULATIONS APPLICABLE TO SPECIAL EVENT LICENSES

- 7.1 Hours of Sale
Request for the sale of alcohol under a Special Event License is limited to between the hours of 11:00 a.m. and 12:00 a.m. on Monday through Saturday, and 12:00 p.m. and 12:00 a.m. on Sundays.
- 7.2 Notice
Special Event Licenses are exempt from the legal notice and publication requirements.
- 7.3 Eligibility
 - 7.3.1 No Special Event License shall be granted to any person while their application for an On-Premises license is pending before the Select Board.
 - 7.3.2 No person shall be granted a Special Event License for more than 30 days in a calendar year.

7.5 Application

The Applicant shall provide the following information and documents to the Select Board:

- a) Town of Needham Select Board Event Information Sheet
- b) Descriptive information about the event (invitation, flyer, letter of explanation, etc.)
- c) Written indication of the manner by which service, sale, delivery, and/or dispensing of alcoholic beverages are to be controlled.
- d) Written evidence of the owner's permission to use the proposed licensed premises.
- e) Proof of Non-profit Status (if request is for all alcoholic beverages).
- f) Sketch/floorplan of the proposed licensed premises detailing where alcohol will be served, sold, delivered, and/or dispensed.
- g) Designation and identification in writing of all individuals who will serve, sell, deliver, and/or dispense alcoholic beverages and evidence of whether or not said individuals have completed in the past three years an appropriate Massachusetts alcoholic beverages server training program.
- h) Acknowledgement that the person holding the special license has purchased the alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder. A person holding a section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04)

7.6 Conditions

The Special Event Manager shall provide for the orderly and safe conduct of the event, shall be responsible for the proper sale, service, delivery, dispensing and consumption of alcoholic beverages, shall be physically present during the duration of the entire event and shall sign the Event Information Sheet. The Special Event Manager shall display such Special Event License where sale of alcoholic beverages is taking place.

7.7 Alcohol Training

The Select Board may require the Special Event Manager or individuals serving or handling alcohol at the event to complete a training program to prevent service to underage or intoxicated persons.

VIII. RULES AND REGULATIONS APPLICABLE TO PACKAGE STORES

8.1 General Provisions

- 8.1.1 Employees at the licensed premises on which a Section 15 license is exercised must be 21 years of age except that such Licensees may employ a person under the age of 21 who does not directly handle, sell, store, or prepare for display any alcoholic beverages. Notwithstanding the foregoing, food store employees 18 years of age or older may handle, store, or prepare any alcoholic beverages for display.
- 8.1.2 No seating, chairs, stools, or tables for use by customers or patrons shall be placed or permitted by a retail package store Licensee upon or

within the licensed premises, or upon any area under the direction and control of the Licensee without the Select Board's consent.

- 8.1.3 Where the liquor licenses are granted to serve the public, Licensees shall be open to the public and, except in exigent circumstances, operate on all days and hours in accordance with the terms of the issued liquor license. The closing of the licensed premises to the public, for a period of five (5) consecutive days or more, or for any period totaling ten (10) days during the calendar year without the prior approval of the Select Board may be deemed to be an abandonment of the Liquor License and sufficient grounds for revocation of the Liquor License.
- 8.1.4 Package Store Licenses may be granted to food stores as defined in these regulations, but will not be granted to convenience stores.
- 8.1.5 Alcohol-related signage displayed so that it is visible to the public will be limited. As a condition of the license, the Licensee will comply with the Town of Needham Sign By-law, as from time to time amended.
- 8.1.6 Advertisement at local sporting events or school events and sponsorships of sporting teams where participant's uniforms carry the name, logo or advertisement for any business which derives more than 25% of its gross revenues from the sale of alcoholic beverages is prohibited.
- 8.1.7 "Nips" or bottles of spirits containing fewer than eight (8) fluid ounces shall not be located in an area directly accessible by customers, and shall be offered for sale upon the request of a customer from a location within the premises to which customers do not have direct access, such as behind a counter.

8.2 Deliveries

- 8.2.1 For all deliveries conducted off the licensed premises, the Licensee shall keep written records including the date of sale, quantities and sizes of items purchased, method of payment transaction, and name and address of purchaser. In addition to the preceding requirements, the amount of the beverages that were delivered, the date and time of delivery, the signature of the person receiving the delivery and the type of identification card used to confirm age. Such written records shall be maintained by the Licensee within or upon the license premises for a period of not less than one year and must be readily available for inspection by the Town.
 - a) Deliveries must be made during the operating hours of the store.
 - b) Deliveries shall be made by persons no less than 21 years of age.
 - c) A copy of Off-Premises Transportation Permit, license to deliver issued by the ABCC, shall accompany application at time of submittal.

- 8.2.2 Hours for product deliveries to establishment and/or pick-up of bottle returns should be arranged so that activity does not interfere with the quiet enjoyment of the neighborhood.

8.3 Sample Tastings

Consumption of alcoholic beverages within or upon the retail package store licensed premises, or upon any area under the direction and control of the Licensee, by any person is strictly prohibited except for sample tasting.

8.4 Food Store Alcohol License Requirements

- 8.4.1 A food store is defined as a grocery store or supermarket, which sells at retail, food for consumption on or off the gross premises, whether alone, or in combination with grocery items or other non-durable items typically found in a grocery store and sold to individuals for personal, family or household use. Such food store shall carry fresh and processed meats, poultry, dairy products, eggs, fresh fruits and produce, baked goods and baking ingredients, canned goods and dessert items. Notwithstanding the foregoing, a food store for the purposes of these regulations shall not be a convenience store, any business that sells gasoline, or a business which derives more than 25% of its gross revenues from the sale of alcoholic beverages. The retail space used to display alcoholic beverages shall not exceed twenty-five percent (25%) of the total retail space on the premises. The Select Board shall determine whether an Applicant is a food store as set out herein and in compliance with any and all requirements.

- 8.4.1 A convenience store is defined as an establishment that sells at retail food and other non-durable items to individuals more on a daily basis, such as but not limited to small quantities of food, candy, newspapers, and tobacco products. Convenience stores are frequently open with only one staff member on duty at a time, are usually open later than 10:00 p.m. and may or may not sell gasoline. The Select Board reserves the right to consider each of these factors when determining if an Applicant will be considered a convenience store.

- 8.4.2 Regular sales and operation of the food store must continue during all times when the sales of wine and malt beverages are permitted.

- 8.4.3 Package store licenses issued to food stores shall be limited to wine and malt beverages only.

IX. RULES AND REGULATIONS APPLICABLE TO FARMER SERIES POURING PERMITTEES

9.1 Applicants

Applicants for a Farmer Series Pouring Permit shall hold a Farmer-Brewery

License (M.G.L. c.138, §19C) from the ABCC at all times. If an Applicant for a Permit does not have a valid ABCC Farmer-Brewery License at the time of Application, issuance of the Permit shall be conditioned on receipt of such ABCC license.

9.2 Purpose

The issuance of Farmer Series Pouring Permits shall be utilized so as to foster the economic development of the Town by encouraging and promoting patronage in those areas where Farmer Series Pouring Permittees are located. The Select Board shall consider when deciding upon a license application the foregoing factors and any other matter deemed appropriate by the Board including by way of description but not limitation: proximity to residential neighborhoods, traffic, parking, community engagement, and other aesthetic considerations including the physical layout of the interior of the establishment.

9.3 Water Station

At all times, there shall be a free, self-service water station for patrons and customers to use without staff assistance. This provision may be waived by the Select Board upon a showing of good cause and only if a sign is posted by the bar stating that tap water is available upon request and free of charge.

9.4 Occupancy

Where required by the Select Board, the Licensee shall delegate a staff member to keep and maintain an accurate count of all individuals occupying the premises to ensure compliance with building code occupancy limits.

9.5 Food Service

The Permittee shall ensure that food service is available to its patrons at all times that alcohol is served for on-premises consumption. The Permittee may satisfy this provision by (i) holding a Common Victualler's license and operating a full-service kitchen; (ii) arranging for food to be brought onto the premises by mobile food truck vendors; (iii) contracting with nearby restaurants; (iv) allowing patrons to have food delivered for consumption on the premises; or (v) such other arrangement as the Select Board deems appropriate. The Permittee shall submit a plan for food service with its application.

X. VIOLATIONS

10.1 Violations

Any violation of the License terms and conditions, these Regulations, the Regulations of the Alcoholic Beverages Control Commission, the laws of the Commonwealth, including General Laws Chapter 138, or the Town's General Bylaws may be grounds for action by the Select Board, including the modification, suspension, revocation, nonrenewal or cancellation of a license.

10.2 Suggested Orders

Except as provided in Section 10.3, the suggested orders listed below shall be a guide for the Select Board. The Board, in its discretion, may impose an order that is more lenient or more severe than suggested by the guidelines when the facts

surrounding a violation so warrant. The suggested order shall not be construed as to limit the Select Board's ability to consider alternative dispositions, further conditions on a license, or alternative sanctions (e.g., rolling back service hours).

Offense	Suggested Order
1 st Offense	One to five day suspension
2 nd Offense	Six to ten day suspension
3 rd Offense	Ten days to 30 day suspension
4 th Offense	Revocation

In determining the appropriate action in any given case, the Select Board shall consider the violation, the facts of the case, other relevant factors including the Licensee's prior record, and aggravating or mitigating circumstances.

10.3 Compliance Checks

The Town conducts, and expects to continue to conduct, routine compliance checks of Licensees, including, but not limited to, service to underage persons checks using agents of the Needham Police Department. The following schedule of recommended discipline is a guideline intended to illustrate the range of disciplinary action that the Select Board may impose for service to underage violations identified in compliance checks. The Select Board is not limited by these guidelines and may impose greater or lesser discipline based on consideration of the violation alleged, the facts of the case, other relevant factors including the Licensee's prior record, and aggravating or mitigating circumstances.

Offense	Suggested Order
1 st Offense	Suspension of one day to be held in abeyance.
2 nd Offense	One to two day suspension.
3 rd Offense	Three to five days.
4 th Offense	Five to ten days. Licensee shall be required as a condition of the license to provide the Board with a satisfactory written plan, under signature of the manager of record and any person or entity holding more than a 10% ownership interest in the license, to assure that a further offence will not occur.
5 th Offense	Minimum ten (10) day suspension. Based on relevant circumstances as determined by the Board, the Board may

	order a longer suspension of any length, imposition of conditions on or other modifications of the license, disqualification of the manager of record, or compulsory initiation by the Licensee of transfer of ownership to a responsible party to be approved by the Board.
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10.4. Training

All employees involved in the improper sale of alcohol shall complete another training course in accordance with Section 3.4.3, notwithstanding when the course was last completed. The new training shall be completed within 30 days of the issuance of the Select Board's decision and proof of completion shall be provided to the Select Board.

10.5. Prior Violations

In calculating the number of prior offenses under this guideline, the Select Board will consider determined violations occurring within the five (5) years preceding the date of current violation.

10.6. Hearings

10.6.1 A Licensee shall have a right to notice and public hearing before modification, suspension, revocation, nonrenewal or cancellation of a license by the Board, except that the Board may under emergency circumstances as allowed by Law suspend the license pending hearing.

10.6.2 A Licensee may waive its right to hearing, and the Board in such cases may make findings and act without hearing on recommendation of the Town Manager. The Board may, however, require that a hearing be held notwithstanding such a waiver, in which case the Licensee shall have notice of hearing and an opportunity to be heard before action is taken on modification, suspension, revocation, nonrenewal or cancellation of a license, except that Select Board may under emergency circumstances as allowed by Law suspend the license pending hearing.

10.7. Notice of Suspension

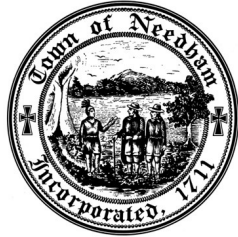
On the days when Suspension of License is being served, the Licensee will publicly post at its public entrance(s) a notice of the Suspension in a form as the Board or Town Manager may direct. The Board may also post notice of violation hearings, findings, decisions, and orders to the Town's website and Town's social media.

APPROVED: 6/14/77
Amended and revised: 11/18/97
Amended and revised: 2/9/99
Revised fee schedule: 12/7/99
Revised fee schedule: 12/5/00
Revised and approved: 8/20/02
Fee changes 12/21/04
Addition of Liquor
Liability Insurance: 1/25/05
Addition of One-Day License: 1/25/05
Amended and revised: 11/14/06
Amended and revised: 6/22/10
Amended and revised: 12/18/12
Amended and revised: 5/13/14
Amended and revised: 9/10/2014
Amended and revised: 11/9/2016
Amended and revised: 7/25/2017
Amended and revised: 8/18/2020
Amended and revised: 7/26/2022

SELECT BOARD

ACTING AS

NEEDHAM LICENSING BOARD



TOWN OF NEEDHAM

REGULATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES

[insert table of contents]

The Needham Select Board, acting as local licensing authority pursuant to the provisions of Massachusetts General Laws Chapters 138 and 140 and other relevant legal authority, promulgates these regulations applicable to the sale and distribution of alcoholic beverages in the Town of Needham. These regulations are in addition and supplemental to all other legal requirements, including but not limited to applicable State and Federal law and regulations.

I. TYPES OF LICENSES TO BE GRANTED IN NEEDHAM

The Town of Needham issues the types of alcoholic beverages licenses listed below. All licenses shall comply with Chapter 138 of the Massachusetts General Laws, and Chapter 204 of the Code of Massachusetts Regulations, as they relate to the specific type of license.

- 1.1 Innholders All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in a hotel dining area with a seating capacity of not less than ninety-nine (99) persons and a living capacity of not less than fifty (50) rooms, under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. The Service of alcoholic beverages to the room of any registered guest is prohibited unless otherwise authorized by the Select Board. (M.G.L. c.138, s.11, D; 11/7/72 election)
- 1.2 Restaurant All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in a restaurant and/or function room under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.11, E; 11/4/80 election; M.G.L. c.138, s.12; Chapter 32 of the Acts of 2014; 4/8/2014 election)
- 1.3 Restaurant Wine and Malt Beverages: issued to qualified applicants to sell only wine and malt beverages in a restaurant under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.12; Chapter 169 of the Acts of 2001; 11/8/01 election)
- 1.4 Club and Veterans' Organization All Alcoholic Beverages: issued to qualified applicant Clubs existing under Chapter 180 of Massachusetts General Laws and Veterans' Organizations duly chartered or authorized by the Laws of the United States or the Commonwealth of Massachusetts to sell all alcoholic beverages under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.12; 11/8/88 election)
- 1.5 One-Day Special Event: issued to qualified applicants of non-profit status to sell all alcoholic beverages; or to sell wine and malt beverages only; or to qualified

applicants of for-profit status to sell wine and malt beverages only under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (M.G.L. c.138, s.14)

- 1.6 Package Store All Alcoholic Beverages: issued to qualified applicants to sell all alcoholic beverages in packages not to be consumed on the premises under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (Chapter 207 of the Acts of 2012; Approved 11/6/2012 election)
- 1.7 Package Store Wine and Malt Beverages: issued to qualified applicants to sell wine and malt beverages in packages not to be consumed on the premises under the applicable regulations of Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages, and any and all conditions stipulated for the specific license. (Chapter 207 of the Acts of 2012; Approved 11/6/2012 election)
- 1.8 Farmer Series Pouring Permit: issued to qualified applicants to sell malt beverages, for consumption on the grounds of a licensed farmer-brewery pursuant to M.G.L. c.138, §19C, as well as on the grounds of the farm operated as appurtenant and contiguous to, and in conjunction with, such farm, and in accordance with the applicable regulations of the Massachusetts General Laws, the Town of Needham Rules & Regulations Governing the Sale of Alcoholic Beverages and any and all conditions stipulated for in the specific license. For purposes of this policy, the word “license”, “Licensee”, and “licensed premises” shall include a “Farmer Series Pouring Permit”, “Farmer Series Pouring Permittee”, and “premises subject to a Farmer Series Pouring Permit”, respectively, unless otherwise noted.

II. COMPLIANCE

- 2.1 The issuance of a license by the Select Board for the sale of alcoholic beverages under M.G.L. c. 138 applies only to said sales and does not release the licensee from compliance, nor does it assume compliance with the rules, regulations, requirements and procedures of other government boards, agencies or bodies having jurisdiction.
- 2.2 Failure to comply with these regulations, the laws of the Commonwealth of Massachusetts, the Regulations of the Alcoholic Beverages Control Commission (ABCC) or the Town’s bylaws may result in the revocation, suspension or cancellation of the license.

~~III. SPECIAL LICENSE PROVISIONS (applicable to Restaurants only)~~

- ~~3.1 Bar Service The sale or service of alcoholic beverages for consumption at any unapproved Bar Service Area is prohibited. For the purposes of these regulations,~~

Bar Service Area is defined as service across a counter at which alcoholic drinks are prepared to patrons who may or may not be waiting to dine. Bar Service Areas are permitted only in locations expressly approved and authorized by the Select Board. Such authorization may be granted under the following conditions:

- a) ~~The Board makes a finding that it is in the best interest of the Town to allow the service of alcoholic beverages in the Bar Service areas;~~
- b) ~~No more than a total of fifteen (15) seats or twenty percent (20%) of the total seats in the premises, whichever is less, shall be allowed in the Bar Service area(s), except that the Board may after hearing, with notice pursuant to M.G.L. Chapter 138 section 15A, authorize a greater number where such seats are intended for food service customers as part of the licensee's business plan; The seats in the Bar Service areas are included when calculating the number of seats in the premises;~~
- e) ~~All food and beverages on the menu served in the public dining room shall be available for service to the patrons in the Bar Service areas; and~~
- e) ~~Each licensee with bar seating shall annually as part of its license renewal application provide the Select Board with a statement certified by a Certified Public Accountant as to the percentage the annual sales for the previous period of October 1–September 30 of alcoholic beverages compared to the total annual sales of food and alcoholic beverages. If the percentage exceeds thirty-five percent (35%), the Select Board may investigate to determine whether the service of alcoholic beverages has become more than incidental to the service of food on the premises. If the Board determines that the sale of alcoholic beverages has become more than incidental to the sale of food on the premises, it may after hearing modify the license to require the licensee to reduce its amount of Bar Service Area seating.~~

IV.III. GENERAL RULES AND REGULATIONS APPLICABLE TO HOLDERS OF LICENSES TO SELL ALCOHOLIC BEVERAGES WITHIN THE TOWN

This section shall apply to any and all alcoholic beverages licenses issued by the Select Board.

3.1 Hours of Operation

- 3.1.1 ~~No patron shall be served or sold alcoholic beverages within the licensed premises before or after the hours stated in the license.~~

~~3.1.2 On-Premises Consumption:~~

3.1.2

- 3.1.2.1 The hours during which the sale of all alcoholic beverages to be consumed on the premises may be made by any licensee shall be from 11:00 a.m. to 11 p.m. ~~on secular days Monday through Saturday~~ and from 10:00 a.m. to 11 p.m. on Sundays, unless otherwise determined by the Select Board or further limited by statute or regulation.

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- 3.1.2.2 Except for alcohol sold by a Farmer Series Pouring Permittee, the hours during which the sale of all alcoholic beverages may be made in a dining room are further limited to the time when the dining room is open and food service is available to the public. No alcoholic beverages shall be sold or served in a dining room before the dining room is open and food service is available, or after the dining room has been closed and food service has been suspended to the public.
- 3.1.2.3 No alcoholic beverages shall be served within the licensed premises during the fifteen (15) minutes preceding the hours stated on the license at which service of alcoholic beverages must cease.
- 3.1.2.4 All bottles, glasses, containers, etc., shall be cleared from all tables and bars within thirty (30) minutes of the established closing hour and all patrons will be off the licensed premises within forty-five (45) minutes of the established closing hour.

3.1.3 Off-Premises Consumption

3.1.3

The hours during which the sale of all alcoholic beverages to be consumed off the premises may be made by any licensee shall be from 9:00 a.m. to 10:00 p.m., Monday through Saturday, including legal holidays, and 12:00 noon to 6:00 p.m. on Sundays, unless otherwise determined by the Select Board. 8:00 a.m. to 11:00 p.m. or 8:00 a.m. to 11:30 p.m. on days preceding a legal holiday, unless otherwise determined by the Select Board or further limited by statute or regulation. Holiday sales hours are further limited to the holiday schedule set by the ABCC.

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3.1.4 Adjustments

3.1.4

The Board may adjust hours for individual and/or classifications of licensee/Licensees upon receipt of their request(s) for consideration of special circumstances and/or occasions. 4.1 Fire Safety Inspections (applicable to Restaurants, Innholders & Clubs only)

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3.1.5 Chapter 304 of the Acts of 2004, An Act Relative to Fire Safety In the Commonwealth, requires that every license holder under M.G.L. Chapter 138 Section 12 must submit as a precondition of renewal of the license "a valid certificate of inspection issued by a local inspector and signed by the head of the fire department for the city, town or district in which the premises is located." No license shall be issued for the sale of alcoholic beverages in the Town until such time as a copy of the valid certificate of inspection has been filed with application.

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Employees and Staff

3.0 4.2 Hours of Operation

4.2.1 The hours during which the sale of all alcoholic beverages to be consumed on the premises may be made by any licensee shall be from 11:00

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a.m. to 11 p.m. on secular days and from 10:00 a.m. to 11 p.m. on Sundays, unless otherwise determined by the Select Board.

4.2.2 The hours during which the sale of all alcoholic beverages to be consumed off the premises may be made by any licensee shall be from 9:00 a.m. to 10:00 p.m., Monday through Saturday, including legal holidays, and 12:00 noon to 6:00 p.m. on Sundays, unless otherwise determined by the Select Board. Holiday sales hours are further limited to the holiday schedule set by the ABCC.

3.1.11

3.1.12 4.2.3 The Board may adjust hours for individual and/or classifications of licensees upon receipt of their request(s) for consideration of special circumstances and/or occasions.

3.1.13 1.5

4.2.4 Except for alcohol sold by a Farmer Series Pouring Permittee, the hours during which the sale of all alcoholic beverages may be made in a dining room are further limited to the time when the dining room is open and food service is available to the public. No alcoholic beverages shall be sold or served in a dining room before the dining room is open and food service is available, or after the dining room has been closed and food service has been suspended to the public.

4.2.5 No patron shall be served or sold alcoholic beverages within the licensed premises before or after the hours stated in the license.

4.2.6 No alcoholic beverages shall be served for on premises consumption within the licensed premises during the fifteen (15) minutes preceding the hours stated on the license at which service of alcoholic beverages must cease.

4.2.7 All bottles, glasses, containers, etc., shall be cleared from all tables and bars within thirty (30) minutes of the established closing hour and all patrons will be off the licensed premises within forty five (45) minutes of the established closing hour.

4.2.8 With the exception of the [licenseeLicensee](#) and the manager, all employees shall vacate the licensed premises no later than sixty (60) minutes after the official closing hour designated on the alcohol license. Bona fide employees of the licensed establishment may remain upon or enter upon the licensed premises outside of the regular hours of operation while actually engaged in cleaning, [staff meetings or trainings](#), opening, closing or preparing for the current or next day's business, but they may not dispense or consume any alcoholic beverage during such non-public hours. In any instance wherein a [licenseeLicensee](#) will have employees working on the licensed premises in excess of sixty (60) minutes before or after the serving times, the [licenseeLicensee](#) shall cause notification of the fact to be given by telephone to the Needham Police Department along with the estimate as to how long the work party will be on the premises. This provision shall not limit employees

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from being on the premises to produce malt beverages in accordance with a license issued pursuant to G.L. c.138, §19C or §19D.

3.2
3.3
3.2

4.3 Payment of Charges and Taxes

Applicants and ~~licensee~~Licensees must pay, in full, all taxes and charges owed to the Town on a current basis prior to the issuance of a new license, the transfer of an existing license and/or the annual renewal of a license.

3.3

4.4 Filing and Application Requirements (excludes ~~One-Day Special~~ Event Licenses)

3.3.1 Application for New and Transfer of License.

In addition to the ABCC Application package, Applicants shall provide:

- a. Proof of insurance;
- b. All fees;
- c. Completed and unexpired alcohol awareness training certificate for proposed managers of record;
- d. Copies of any other license issued by the Town of Needham and the ABCC to them for use at the proposed licensed premises, including, but not limited to G.L. c.138, §19C, §19D, §22; and
- e. Any additional information the Select Board shall request.

3.3.2 Application for Renewed License

In addition to the ABCC Renewal Application Form, Applicants shall provide:

- a. Proof of insurance;
- b. Completed and unexpired alcohol awareness training certificates for all employees, including manager of record;
- c. Certificate of inspections, where required; and
- d. Any additional information the Select Board shall request (see Section 5.4 and Section 5.6).

3.3.4 Abutter Notification

When conducting a public hearing to consider the issuance of a license to sell or serve wine, malt and/or alcoholic beverages, the Board shall require the ~~applicant~~Applicant to notify all owners of property within a 300-foot radius of the premises to be licensed.

3.3.4.2 Insurance

No license shall be issued for the sale of alcoholic beverages (~~Special Event~~one-day special licenses excluded) in the Town until such time as the ~~applicant~~Applicant shall present to the Select Board a certificate of insurance showing that the ~~applicant~~Applicant carries the following policies of insurance from an insurance company licensed by the Department of Insurance of the Commonwealth of Massachusetts as

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follows: workers' compensation insurance as required by M.G.L. Chapter 152; and liquor liability insurance in the minimum amount of \$100,000 per person/\$1,000,000 aggregate for personal injury and \$100,000 per occurrence for property damage. Licensees shall notify the Board no later than ten (10) days prior to the cancellation or material change of said coverage. The Board may, pursuant to M.G.L. c.138, §§64A, 64B, 67 increase the minimum amount of required insurance coverage. Failure to maintain such coverage during the license period shall be grounds for revocation.

34.34.53 *Fees*

All license fees of the Board are incorporated in these rules and regulations as Attachment I, Schedule of Town of Needham Liquor License Fees. These fees shall be non-refundable.

34.34.53.1 *Filing Fees* All required filing fees shall be paid in full at such time as the application is filed. ~~The Board's filing fee shall be paid by check, made payable to the "Town of Needham."~~ Filing fees required by the Commission must be by certified check or bank treasurer's check made payable to the "Commonwealth of Massachusetts" and/or the "Alcoholic Beverages Control Commission." Filing fees shall not be prorated for any reason.

34.34.53.2 *License Fees* All license fees for the initial issuance of a new license, or for the transfer of an existing license, for a change in the structural composition of a licensed premises, and/or for the annual renewal of a license shall be paid in full prior to the issuance of the license. ~~The payment of the license fee shall be by cash, certified check or bank treasurer's check payable to "Town of Needham."~~ The initial license fee will be pro-rated based on the number of months remaining in the calendar year at the time of occupancy.

34.34.64 *Floorplans —On-Premises Licenses and Signage (M.G.L. Ch 138 s.12 and Farmer Series Pouring Permittee)*

34.34.64.1 When a submittal of a floorplan is required by the ABCC, Applicants for a new or amended license shall submit ~~With the exception of applicants for package store licenses and a one day special events license and without limiting the application of Chapter 6 of the State Building Code, applicants or licensees shall submit to the Board along with the application for license,~~ an architectural floor plan, drawn to scale, that includes the following information, which will be clearly marked:

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- a) the net floor area (net floor area shall be the area of the rooms measured between the interior walls exclusive of stairways, service bars, hallways, etc.) and dimensions of the existing room or rooms and exterior premises requested to be licensed including dining rooms, function rooms, exterior premises and rooms in which alcoholic beverages are to be stored;
- b) the location of any proposed Bar Service Areas, cocktail lounges ~~(for innkeepers license only)~~, or other area where patrons may stand while consuming alcohol;
- c) areas in which seats or benches are to be securely fastened to the floor and areas in which the seats and tables are moveable;
- d) entrances and exits;
- e) kitchens and/or food preparation areas;
- f) take out areas;
- g) storage areas;
- h) restrooms;
- i) cash register areas;
- ji) all rooms not being requested to be licensed shall be labeled as to their function, such as, kitchen, coatroom, lobby, etc.;
- jk) total occupant load;
- kl) areas where food trucks or other mobile food vendors may be parked for the purposes of serving patrons;
- m) outdoor service areas, showing location of seats, tables, trash cans, and physical barriers to segregate the licensed premises from non-licensed areas; and
- nl) any other licensed spaces not covered by the above. , or in relevant cases, exterior premises for which approval of the Board for the sale of alcoholic beverages is requested. Approval of the use of exterior space will only be allowed if there is a physical barrier and signage restricting the transportation or possession of any alcohol, wine, or malt beverage beyond the limitation of the barrier.

34.34.64.2.2 The number and location of all seats, chairs, and stools upon or within the licensed premises must be approved in writing by the Board. In no event shall the total number of seats, chairs, and stools upon the licensed premises exceed the maximum seating capacity nor the maximum occupancy capacity of the licensed premises.

34.34.64.3 Where outdoor service is proposed, the Applicant shall provide draft signage that will be posted around the licensed premises to aid in restricting the transportation or possession of any alcohol, wine, or malt beverage beyond the limitation of the barrier.

3.3.6.4 No physical alteration, the effect of which would be to constitute a change in the description of the licensed premises as shown on

the license, shall be made without prior written approval of the Board.

3.4 Management and Trainings (excludes Special Event Licenses)
~~4.4.4.4~~
~~Outdoor seating shall be excluded from the seating capacity used to determine the type of license granted to applicant.~~

4.5.5 Floor Plans—Off Premise Licenses (M.G.L. Ch 138 s. 15)

4.5.5.1 ~~Applicants for a package store license shall submit to the Board along with the application for license, an architectural floor plan, drawn to scale, that includes the following information, which will be clearly marked:~~

- ~~a) the net floor area (net floor area shall be the area of the rooms measured between the interior walls exclusive of stairways, service bars, hallways, etc.) and dimensions of the existing room or rooms and exterior premises requested to be licensed;~~
- ~~b) gross floor area of the premises and those portions of the premises proposed to be dedicated to the sale, storage or display of alcoholic beverages;~~
- ~~c) entrances and exits;~~
- ~~d) storage areas;~~
- ~~e) restrooms;~~
- ~~f) cash register areas.~~

4.5.5.2 ~~Applicants shall submit a plan for signage including window display signs.~~

3.4.1 Management.

At all times that the licensed premises are open for the sale or service of alcoholic beverages, the ~~licensee~~ Licensee shall have on the premises a manager or assistant manager who has successfully completed an in-person alcoholic beverages server training program satisfactory to the Select Board. The onsite manager/assistant manager shall be responsible for compliance with all applicable laws of the Commonwealth of Massachusetts concerning the sale of alcoholic beverages and the Town's rules and regulations for the provision and consumption of alcoholic beverages. The designated manager/assistant manager shall have full authority to make decisions concerning the operation of the establishment.

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3.4.2 Employee Roster

A current employee roster shall be available upon request to the Town for all licensed establishments. An updated employee roster shall be provided to the Town within 45 days of the hiring of a new employee subject to the training requirements of 3.4.3.

3.4.3 Trainings

3.4.3.1 All managers, assistant managers, and bartenders shall ~~be required to attend an in-person alcoholic beverage server training program~~

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satisfactory to the Select Board within 30 days of employment and once every two years thereafter ~~once every two years~~. There shall be an un-expired certificate of program completion on file with the Select Board at all times; provided that for new employees, the certificate may be provided concurrently with the employee roster required under Section 3.4.2.

3.4.3.2 On-Premises Licensees Only:

~~All employees not covered by Section 3.4.3.1 Newly hired employees shall complete a Town-approved training program upon within 30 days of employment, or provide proof of training certification at a Town-approved course within the last three years.~~ All such employees must complete an approved program once every three years. There shall be an un-expired certificate of program completion on file with the Select Board at all times; provided that for new employees, the certificate may be provided concurrently with the employee roster required under Section 3.4.2.

3.4.3.3 Off-Premises Licensees Only:

~~Any employee engaged in the sale and handling of alcoholic beverages must complete Select Board approved courses in alcohol safety training within 30 days of employment, or provide proof of training certification at a Town-approved course within the last three years. and have on file with the licensee, and available for inspection by the Town, a copy of current training certification and proof of age.~~ All such employees must complete an approved program once every three years. There shall be an un-expired certificate of program completion on file with the Select Board at all times; provided that for new employees, the certificate may be provided concurrently with the employee roster required under Section 3.4.2.

3.4.3.4 ~~It is the obligation of the licensee-license manager to inform all employees about the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control CommissionABCC, and any and all applicable Massachusetts laws.~~

~~No licensee shall allow any employee to sell, or participate in the stocking, handling, or preparation for sale of beverage alcohol until such employee has viewed a town-approved training video and signed a statement, a copy of which is to be maintained by the licensee, confirming that the employee has viewed that training video and that the employee acknowledges their obligation to abide by the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control Commission, and Massachusetts laws regarding the sale of alcohol.~~

~~In addition, all employees who are engaged with the direct handling, selling, storing or the preparation for the display of any alcoholic beverages are required to watch annually a Town-approved training video as part of the license renewal process.~~

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~~3.4.5 Any employee engaged in the sale and handling of alcoholic beverages must complete Select Board approved courses in alcohol safety training and have on file with the licensee, and available for inspection by the Town, a copy of current training certification and proof of age. Licensee will provide an approved training program certificate of completion for the manager to the Town with the application.~~

~~3.4.6 No licensee shall allow any employee to sell, or participate in the stocking, handling, or preparation for sale of beverage alcohol until such employee has viewed a town approved training video and signed a statement, a copy of which is to be maintained by the licensee, confirming that the employee has viewed that training video and that the employee acknowledges their obligation to abide by the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control Commission, and Massachusetts laws regarding the sale of alcohol.~~

34.56 General and Miscellaneous Provisions

~~34.56.1 There shall be no alcoholic beverages taken from the premises of an establishment licensed under M.G.L. c.138, §12, except for deliveries for the operation of the business as controlled by G.L. c.138, and with the exception of partially consumed bottles of wine that are purchased with a meal and resealed in accordance with 204 CMR 2.18 or sales conducted pursuant to G.L. c.138, §19C or §19D. No alcoholic beverages shall be taken from the building so approved in the licenses, with exception of approved exterior seating noted on floorplan, as noted in section 4.4.4.1(i). This does not apply to package stores and sales conducted pursuant to G.L. c.138, §19C or §19D.~~

~~34.56.2 No licensee~~Licensee shall sell alcoholic beverages in any part of the premises not specified on its license or such other license issued by the ABCC, including a license issued by the Alcoholic Beverages Control Commission only. No change of such area or location shall be made without prior written approval of the Select Board. The licensed premises shall meet and fully comply with all health standards and regulations applicable to the sale of alcoholic beverages.

34.56.3 The licensed premises must be well lighted at all times.

34.56.4 There shall be no indecent or immoral entertainment on the licensed premises.

34.56.5 Gambling, lotteries, or other illegal machines or games are prohibited except as otherwise permitted by law.

34.56.6 The licensed premises shall be subject, at all times, to inspection by members of the Select Board, the Town Manager, Inspector of Buildings, Board of Health or its representatives, Police Department, Fire

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Department, or any other department or official of the town so directed by the Select Board.

~~34.56.7~~ Food service shall be available in all areas where alcoholic beverages are to be served for consumption on premises.

~~4.6.8~~ Meals must be served on solid dinnerware with silverware accompanying the same. No paper plates or plastic cutlery is permitted. Alcoholic beverages may be consumed only from glassware. Package stores, Farmer Series Pouring Permittees, and one day licenses are excluded from this provision.

~~4.6.9~~ No licensed restaurant, Farmer Series Pouring Permittee, or package store may permit the use of any amusement service such as electronic games on the premises.

~~34.56.8-10~~ Service of alcoholic beverages shall be by a bartender/server/wait person (applicable to on premise ~~licensee~~Licensees only, including Farmer Series Pouring Permittees).

~~4.6.11~~ At all times that the licensed premises are open for the sale or service of alcoholic beverages, the licensee shall have on the premises a manager or assistant manager who has successfully completed an in-person alcoholic beverage server training program satisfactory to the Select Board. The onsite manager/assistant manager shall be responsible for compliance with all applicable laws of the Commonwealth of Massachusetts concerning the sale of alcoholic beverages and the Town's rules and regulations for the provision and consumption of alcoholic beverages. The designated manager/assistant manager shall have full authority to make decisions concerning the operation of the establishment.

~~a) A current employee roster shall be available upon request to the Town for all licensed establishments. It is the obligation of the licensee to inform all employees about the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control Commission, and any and all applicable Massachusetts laws.~~

~~b) Any employee engaged in the sale and handling of alcoholic beverages must complete Select Board approved courses in alcohol safety training and have on file with the licensee, and available for inspection by the Town, a copy of current training certification and proof of age. Licensee will provide an approved training program certificate of completion for the manager to the Town with the application.~~

~~c) All managers, assistant managers, and bartenders shall be required to attend an in-person alcoholic beverage server training program satisfactory to the Select Board once every two years. Newly hired~~

~~employees shall complete a Town-approved training program upon employment, or provide proof of training certification at a Town-approved course within the last three years. In addition, all employees who are engaged with the direct handling, selling, storing or the preparation for the display of any alcoholic beverages are required to watch annually a Town-approved training video as part of the license renewal process.~~

- d) ~~No licensee shall allow any employee to sell, or participate in the stocking, handling, or preparation for sale of beverage alcohol until such employee has viewed a town-approved training video and signed a statement, a copy of which is to be maintained by the licensee, confirming that the employee has viewed that training video and that the employee acknowledges his/her obligation to abide by the rules and regulations of the Needham Select Board, the Alcoholic Beverages Control Commission, and Massachusetts laws regarding the sale of alcohol.~~

34.56.912 Licensees shall make all reasonable and diligent efforts to ensure that loitering, disorder, disturbances or illegality of any kind does not occur at the licensed premises. The ~~licensee~~Licensee shall ensure that business in the licensed premises is conducted in a responsible manner so that no activity shall detract from the quality of life in the Town generally, or in the neighborhood in which the licensed premises are located. The ~~licensee~~Licensee may be held responsible for such activity, whether present or not. Licensees shall at all times maintain the immediate and surrounding area outside the licensed premises in a state of cleanliness and upkeep.

34.56.1043 ~~The alcoholic beverage license must be prominently displayed and available for public viewing inside the premises.~~

3.5.11 Licensees shall at all times maintain the immediate and surrounding area outside the licensed premises in a state of cleanliness and upkeep.

3.5.12 The alcoholic beverage license must be prominently displayed and available for public viewing inside the premises.

3.5.13 ~~The Licensee shall request proof of identification prior to any alcohol sale where the individual purchasing alcohol appears under the age of 30 and confirm the authenticity of the identification card through the use of a digital card scanner.~~

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IV. RULES AND REGULATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES BY INNHOLDERS ONLY

~~Subject to further limitations fixed or from time to time modified by the Select Board with respect to a particular license, the General Laws of Massachusetts and the regulations of the~~

Alcoholic Beverages Control Commission, the following rules and regulations shall be in full force and effect:

~~45.1~~ No application for an alcoholic beverage license shall be accepted except from qualified owners of a hotel having a dining room capacity of not less than ninety-nine [99] persons and living capacity of not less than fifty [50] rooms.

~~5.2~~ Each applicant shall submit to the Select Board with each application for a license a floor plan of the building or that portion of the building on which is clearly marked and designated the location of the proposed seating arrangement, service bars, dining rooms, function rooms or other rooms in which approval of the Select Board for the sale of alcoholic beverages is requested.

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~~5.3~~ Cocktail lounges are permitted with the approval of the Select Board but limited to approved areas by the Select Board with appropriate identification of the specific location documented by the Inspector of Buildings.

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~~45.24~~ The service of alcoholic beverages to the room of any registered guest is prohibited unless otherwise authorized by the Select Board.

~~4.3~~ Section 5.3 of these policies shall apply to the restaurant and dining areas of the licensed establishment.

~~4.4~~ With the approval of the Select Board, an Innholder may sell sealed wine and malt beverages at a concession stand in the lobby of the hotel. Such sales shall be to individuals renting rooms at the establishment only and must be consumed within the rented rooms. Any wine and malt beverage purchased at the concession stand must remain sealed until the purchaser has returned to their room.

VI. RULES AND REGULATIONS APPLICABLE TO THE SALE OF ALCOHOLIC BEVERAGES IN RESTAURANTS AND FUNCTION ROOMS

Subject to further limitations fixed or from time to time modified or amended by the Select Board acting as the duly constituted Licensing Board of the Town of Needham with respect to this class of license, the General Laws of Massachusetts and the Regulations of the Alcoholic Beverages Commission, the following rules and regulations shall be in full force and effect:

~~56.1~~ Purpose

It is the policy and purpose of the Select Board acting as the Licensing Board of the Town of Needham to limit the issuance of alcoholic licenses as an accommodating and incidental part of a Common Victualler's primary and principal business endeavor of preparing and serving food to the public in a restaurant and function room.

~~6.2~~ The issuance of alcoholic licenses will be utilized so as to both enhance the dining experience of individuals patronizing Needham restaurants and to foster the economic development of business areas in the Town by encouraging

and promoting foot traffic in those areas where restaurants are located. The Board will consider when deciding upon a license application the foregoing factors and any other matter deemed appropriate by the Board including by way of description but not limitation: proximity to residential neighborhoods, traffic, parking, appropriateness of menu and other aesthetic considerations including the physical layout of the interior of the establishment. Licenses will not be granted to establishments whose principal business activity is fast food, take-out, or which has any “drive-through” component.

~~6.3~~ ~~No function room may be separately licensed.~~

~~56.24~~ Common Victualer's License

No alcohol license will be issued to any ~~applicant~~Applicant unless such ~~applicant~~Applicant is the ~~licensee~~Licensee named in a common victualer's license and has operated a restaurant ~~and function rooms~~ for the twelve-month period immediately preceding the filing of an application. ~~When deemed appropriate by the Select Board this provision may be waived.~~

~~56.35~~ Food Service

Service of food must be available in all areas in which alcoholic beverages are to be served. ~~Where a function room is available, the service of alcoholic beverages is permitted as authorized herein and may be closed to the general public.~~ Meals must be served on solid dinnerware with silverware accompanying the same. No paper plates or plastic cutlery is permitted.

5.4 Fire Safety Inspections

Chapter 304 of the Acts of 2004, An Act Relative to Fire Safety in the Commonwealth, requires that every license holder under M.G.L. Chapter 138 Section 12 must submit as a precondition of renewal of the license “a valid certificate of inspection issued by a local inspector and signed by the head of the fire department for the city, town or district in which the premises is located.” No license shall be issued for the sale of alcoholic beverages in the Town until such time as a copy of the valid certificate of inspection has been filed with application.

5.5 Bar Service

The sale or service of alcoholic beverages for consumption at any unapproved Bar Service Area is prohibited. For the purposes of these regulations, Bar Service Area is defined as service across a counter at which alcoholic drinks are prepared to patrons who may or may not be waiting to dine. For those establishments with no table service, the Bar Service Area shall include the entire area where patrons may consume alcohol. -Bar Service Areas are permitted only in locations expressly approved and authorized by the Select Board. -Such authorization may be granted under the following conditions:

- ~~d)~~a) The Board makes a finding that it is in the best interest of the Town to allow the service of alcoholic beverages in the Bar Service areas

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- ~~f)c)~~ The seats in the Bar Service areas are included when calculating the number of seats in the premises;
- ~~g)d)~~ All food and beverages on the menu served in the public dining room shall be available for service to the patrons in the Bar Service areas, ~~and~~

5.6 Reporting

~~h)~~ Each licensee with bar seating shall annually as part of its license renewal application. Licensees shall provide the Select Board with a statement certified by a Certified Public Accountant as to the percentage the annual sales for the previous period of October 1-September 30 of alcoholic beverages compared to the total annual sales of food and alcoholic beverages. If the percentage exceeds ~~thirty-five~~ fifty percent (50/35%), the Select Board may investigate to determine whether the service of alcoholic beverages has become more than incidental to the service of food on the premises. ~~If the Board determines that the sale of alcoholic beverages has become more than incidental to the sale of food on the premises, it may after hearing~~ modify the license to require the licensee to reduce its amount of Bar Service Area seating. ~~require the licensee to reduce its alcohol sales or take any other action permitted by law, including suspension or revocation of the license.~~

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VII. RULES AND REGULATIONS APPLICABLE TO CLUBS AND VETERANS ORGANIZATIONS SEEKING AND ISSUED ALCOHOLIC BEVERAGE LICENSES WITHIN THE TOWN AUTHORIZED BY SPECIAL ACT OF THE GENERAL COURT (CHAPTER 3 OF THE ACTS OF 1977)

~~Licenses issued by the Needham Select Board shall be subject to the minimum requirements of G.L. Chapter 138, Regulations of the Alcoholic Beverage Commission and the following regulations of the local Licensing Board and any amendments thereto hereinafter adopted:~~

- ~~67.1~~ Every club ~~applicant~~Applicant to be eligible to be licensed to sell any or all alcoholic beverages within the Town of Needham must be a corporation duly organized and existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts and has maintained club facilities for not less than three (3) years prior to the filing of an application. The within provisions may be waived by the ~~Licensing Select~~ Board.
- ~~67.2~~ Every Veterans organization to be eligible to be licensed to sell any and all alcoholic beverages within the Town of Needham must be duly chartered or authorized by the Laws of the United States or the Commonwealth of Massachusetts.
- ~~67.3~~ Each ~~applicant~~Applicant shall furnish ~~the Licensing Board with~~ a copy of its Charter or other legal evidence of its eligibility as herein specified when requested by the ~~Licensing Select~~ Board.
- ~~67.4~~ Each eligible club and veteran's organization must have the exclusive legal right to the possession and enjoyment of indoor facilities of not less than 2,000 square

67.5 Each ~~licensee~~Licensee hereunder acting by and through its Board of Directors or other governing body shall appoint a manager or bartender who is of good moral character and a responsible person. The manager or bartender will be in charge during open hours acting for and on behalf of the Board of Directors or other governing Board. Acting for and on behalf of the Board of Directors the manager or bartender shall be responsible for the conduct of the members and guests, accountable for keeping order and the prevention of undue noise and disturbances on the licensed premises and the neighborhood.

6.6 Section 5.3 of these policies shall apply to all clubs and veterans' organizations.

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VIII. RULES AND REGULATIONS APPLICABLE TO ~~ONE-DAY~~ SPECIAL EVENT LICENSES

~~The Board will review requests for One-Day Special Event Licenses in accordance with section 14 of Chapter 138 of the General Laws after receipt of the following documentation. A public hearing is not required for the issuance of a One-Day Special Event License.~~

78.1 Hours of Sale

Request for the sale of alcohol under a ~~Special~~Event License is limited to between the hours of 11:00 a.m. and 12:00 a.m. on ~~secular days~~Monday through Saturday, and 12:00 p.m. and 12:00 a.m. on Sundays.

78.2 Notice

~~One-Day Special Event L~~icenses are exempt from the legal notice and publication requirements.

78.3 Eligibility

7.3.1 No ~~Special Event L~~icense shall be granted to any person while their application for an ~~will be granted to a licensed premise of any person whose application for a On-Premises~~ license is pending before the ~~licensing authorities~~Select Board.

7.3.2

8.4 ~~No person shall be granted a~~ Special ~~Event L~~icense for more than 30 days in a calendar year.

78.5 Application

~~Forms and documentation required for One-Day Special License:~~The Applicant shall provide the following information and documents to the Select Board:

- ~~a) ABCC Notice of Approval of Special License (completed by the Town)~~
- ~~b)a)~~ Town of Needham Select Board Event Information Sheet
- ~~e)b)~~ Descriptive information about the event (invitation, flyer, letter of explanation, etc.)
- ~~d)c)~~ Written indication of the manner by which service, sale, delivery, and/or dispensing of alcoholic beverages are to be controlled.

i)h) Acknowledgement that the person holding the special license has purchased the alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder. A person holding a section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04)

78.6 Conditions

The ~~One-Day~~ Special Event Manager shall provide for the orderly and safe conduct of the event, shall be responsible for the proper sale, service, delivery, dispensing and consumption of alcoholic beverages, shall be physically present during the duration of the entire event and shall sign the Event Information Sheet. The ~~One-Day~~ Special Event Manager shall display such ~~Special Event~~ ~~One-Day~~ License where sale of alcoholic beverages is taking place.

7.7 Alcohol Training

The Select Board may require the Special Event Manager or individuals serving or handling alcohol at the event to complete a training program to prevent service to underage or intoxicated persons.

VIII. RULES AND REGULATIONS APPLICABLE TO PACKAGE STORES (M.G.L. CH 138, SEC. 15)

89.1 General Provisions

89.1.1 Employees at the licensed premises on which a Section 15 license is exercised must be 21 years of age except that such ~~licensee~~ ~~Licensees~~ may employ a person under the age of 21 who does not directly handle, sell, store, or prepare for display any alcoholic beverages. Notwithstanding the foregoing, food store employees 18 years of age or older may handle, store, or prepare any alcoholic beverages for display.

89.1.2 No seating, chairs, stools, or tables for use by customers or patrons shall be placed or permitted by a retail package store ~~licensee~~ ~~Licensee~~ upon or within the licensed premises, or upon any area under the direction and control of the ~~licensee~~ ~~Licensee~~ without the Select Board's consent.

89.1.3 Where the liquor licenses are granted to serve the public, ~~licensee~~ ~~Licensees~~ shall be open to the public and, except in exigent circumstances, operate on all days and hours in accordance with the terms of the issued liquor license. The closing of the licensed premises to the public, for a period of five (5) consecutive days or more, or for any period totaling ten (10) days during the calendar year without the prior approval of the Select Board may be deemed to be an abandonment of the Liquor License and sufficient grounds for revocation of the Liquor License.

~~9.1.4 No consumption of alcoholic beverages shall be permitted on the~~

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~~89.1.59~~ Alcohol-related signage displayed so that it is visible to the public will be limited. As a condition of the license, the ~~licensee~~Licensee will comply with the Town of Needham Sign By-law, as from time to time amended.

~~89.1.64~~ Advertisement at local sporting events or school events and sponsorships of sporting teams where participant's uniforms carry the name, logo or advertisement for any business which derives more than 25% of its gross revenues from the sale of alcoholic beverages is prohibited.

~~89.1.74~~ "Nips" or bottles of spirits containing fewer than eight (8) fluid ounces shall not be located in an area directly accessible by customers, and shall be offered for sale upon the request of a customer from a location within the premises to which customers do not have direct access, such as behind a counter.

89.2 Hours Of Operation Deliveries

~~89.2.1~~ For all deliveries conducted off the licensed premises, the ~~licensee~~Licensee shall keep written records including the date of sale, quantities and sizes of items purchased, method of payment transaction, and name and address of purchaser. In addition to the preceding requirements, the amount of the beverages that were delivered, the date and time of delivery, the signature of the person receiving the delivery and the type of identification card used to confirm age. Such written records shall be maintained by the ~~licensee~~Licensee within or upon the license premises for a period of not less than one year and must be readily available for inspection by the Town.

- a) Deliveries must be made during the operating hours of the store.
- b) Deliveries shall be made by persons no less than 21 years of age.
- c) A copy of Off-Premises Transportation Permit, license to deliver issued by the ABCC, shall accompany application at time of submittal.

~~9.2.2~~ All transactions for the sale of alcoholic beverages must be completed on or before the closing hour set out in this section.

~~89.2.23~~ Hours for product deliveries to establishment and/or pick-up of bottle returns should be arranged so that activity does not interfere with the quiet enjoyment of the neighborhood.

89.3 Consumption On Premises Prohibited Except Sample Tastings

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89.45.1 A food store is defined as a grocery store or supermarket, which sells at retail, food for consumption on or off the gross premises, whether alone, or in combination with grocery items or other non-durable items typically found in a grocery store and sold to individuals for personal, family or household use. Such food store shall carry fresh and processed meats, poultry, dairy products, eggs, fresh fruits and produce, baked goods and baking ingredients, canned goods and dessert items. Notwithstanding the foregoing, a food store for the purposes of these regulations shall not be a convenience store, any business that sells gasoline, or a business which derives more than 25% of its gross revenues from the sale of alcoholic beverages. The retail space used to display alcoholic beverages shall not exceed twenty-five percent (25%) of the total retail space on the premises. The Select Board shall determine whether an ~~applicant~~Applicant is a food store as set out herein and in compliance with any and all requirements.

89.45.12 A convenience store is defined as an establishment that sells at retail food and other non-durable items to individuals more on a daily basis, such as but not limited to small quantities of food, candy, newspapers, and tobacco products. Convenience stores are frequently open with only one staff member on duty at a time, are usually open later than 10:00 p.m. and may or may not sell gasoline. The Select Board reserves the right to consider each of these factors when determining if an ~~applicant~~Applicant will be considered a convenience store.

~~9.5.3 Any applicant for a Section 15 License (whether for an original application, change of ownership or change of location) must provide with the application materials, a floor plan evidencing the gross floor area of the premises and those portions of the premises proposed to be dedicated to the sale, storage or display of alcoholic beverages. The licensee may not materially change the portions of its premises dedicated to sale, storage or display of alcoholic beverages without the approval of the Select Board. The licensee may not be open for business except during its licensed hours for sale of alcoholic beverages unless it has applied for and received approval by the Select Board of plan to properly secure all alcoholic beverages on the premises from public access during that time.~~

89.45.24 Regular sales and operation of the food store must continue during all times when the sales of wine and malt beverages are permitted.

89.45.35 Package store licenses issued to food stores shall be limited to wine and malt beverages only.

including by way of description but not limitation: proximity to residential neighborhoods; traffic, parking, community engagement, and other aesthetic considerations including the physical layout of the interior of the establishment.

9.3 Water Station

At all times, there shall be a free, self-service water station for patrons and customers to use without staff assistance. This provision may be waived by the Select Board upon a showing of good cause and only if a sign is posted by the bar stating that tap water is available upon request and free of charge.

9.4 Occupancy

Where required by the Select Board, the ~~licensee~~Licensee shall delegate a staff member to keep and maintain an accurate count of all individuals occupying the premises to ensure compliance with building code occupancy limits.

9.5 Food Service

The Permittee shall ensure that food service is available to its patrons at all times that alcohol is served for on-premises consumption. The Permittee may satisfy this provision by (i) holding a Common Victualler's license and operating a full-service kitchen; (ii) arranging for food to be brought onto the premises by mobile food truck vendors; (iii) contracting with nearby restaurants; (iv) allowing patrons to have food delivered for consumption on the premises; or (v) such other arrangement as the Select Board deems appropriate. The Permittee shall submit a plan for food service with its application.

XI. VIOLATIONS ~~—DETERMINATION OF PENALTIES~~

104.1 Violations

Any violation of the License terms and conditions, these ~~Town's Liquor Regulations, the~~ Regulations of the Alcoholic Beverages Control Commission, the laws of the Commonwealth, including and/or General Laws Chapter 138, or the Town's General Bylaws may be grounds for action by the Select Board ~~(Board), as Local Licensing Authority,~~ including the modification, suspension, revocation, nonrenewal or cancellation of a license.

10.2 Suggested Orders

Except as provided in Section 10.3, the suggested orders listed below shall be a guide for the Select Board. The Board, in its discretion, may impose an order that is more lenient or more severe than suggested by the guidelines when the facts surrounding a violation so warrant. The suggested order shall not be construed as to limit the Select Board's ability to consider alternative dispositions, further conditions on a license, or alternative sanctions (e.g., rolling back service hours).

<u>Offense</u>	<u>Suggested Order</u>
<u>1st Offense</u>	<u>One to five day suspension</u>
<u>2nd Offense</u>	<u>Six to ten day suspension</u>

4 th Offense	Revocation
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11.2 — In determining the appropriate action in any given case, the Select Board ~~shall~~will consider the violation ~~alleged~~, the facts of the case, other relevant factors including the licenseeLicensee's prior record, and aggravating or mitigating circumstances.

~~11.3 In ordering suspensions, the Select Board may, within its discretion, order a suspension with one or more days to be served and the remainder to be held in abeyance for such time as the Select Board may determine.~~

~~11.4 A licensee shall have a right to notice and public hearing before modification, suspension, revocation, nonrenewal or cancellation of a license by the Board, except that the Board may under emergency circumstances as allowed by Law suspend the license pending hearing.~~

~~11.5 A licensee may waive its right to hearing, and the Board in such cases may make findings and act without hearing on recommendation of the Town Manager. The Board may, however, require that a hearing be held notwithstanding such a waiver, in which case the licensee shall have notice of hearing and an opportunity to be heard before action is taken on modification, suspension, revocation, nonrenewal or cancellation of a license, except that Select Board may under emergency circumstances as allowed by Law suspend the license pending hearing.~~

~~11.6 On the days when Suspension of License is being served, the Licensee will publicly post at its public entrance(s) a notice of the Suspension in a form as the Board or Town Manager may direct. The Board may also post notice of violation hearings, findings, decisions, and orders to the Town's website and Town's social media.~~

10.31.7 Compliance Checks

The Town conducts, and expects to continue to conduct, routine compliance checks of licenseeLicensees, including, but not limited to, service to underage persons checks using agents of the Needham Police Department.

~~11.7.1~~ — The following schedule of recommended discipline is a guideline intended to illustrate the range of disciplinary action that the Select Board may impose for service to underage violations identified in compliance checks. The Select Board is not limited by these guidelines and may impose greater or lesser discipline based on consideration of the violation alleged, the facts of the case, other relevant factors including the licenseeLicensee's prior record, and aggravating or mitigating circumstances.

<u>Offense</u>	<u>Suggested Order</u>
1 st Offense	<u>Suspension of one day to be held in abeyance.</u>

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10.5 Prior Violations

In calculating the number of prior offenses under this guideline, the Select Board will consider determined violations occurring within the five (5) years preceding the date of current violation.

~~11.7.3 Compliance Check Violation Guideline Penalties:~~

10.6 SECOND OFFENSE: Hearings

~~Suspension, one~~

10.6.1 A Licensee shall have a right to three days.

10.7.3.3 THIRD OFFENSE:

~~Public notice and public hearing required.~~

~~Suspension, three to five days.~~

10.7.3.4 FOURTH OFFENSE:

~~Public Hearing required.~~

~~Suspension, Five (5) to Ten (10) Days~~

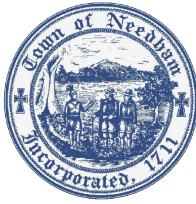
~~Licensee shall be required as a condition before modification, suspension, revocation, nonrenewal or cancellation of the license to provide the Board with a satisfactory written plan, under signature of the manager of record and any person or entity holding more than a 10% ownership interest in the license, to assure by the Board, except that a further offence will not occur.~~

10.7.3.5 FIFTH OFFENSE:

~~Public hearing required.~~

~~Minimum ten (10) day suspension. Based on relevant the Board may under emergency circumstances as determined by the Board, the Board may order a longer suspension of any length, imposition of conditions on or other modifications of the license, disqualification of the manager of record, compulsory initiation by the licensee of transfer of ownership to a responsible party to be approved by the Board, non-renewal, or revocation of the license allowed by Law suspend the license pending hearing.~~

10.6.2 A licensee may waive its right to hearing, and the Board in such cases may make findings and act without hearing on recommendation of the Town Manager. The Board may, however, require that a hearing be held notwithstanding such a waiver, in which case the licensee shall have notice of hearing and an opportunity to be heard before action is taken on modification, suspension, revocation, nonrenewal or cancellation of a license, except that Select Board may under emergency circumstances as allowed by Law suspend the license pending hearing.



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

MEETING DATE: 2/28/2023

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will provide the Board with an update on ARPA spending, commitments, grants, and projects, and will recommend that the Board approve certain transfers within spending categories. The proposed amendment is to fund a temporary assignment for a Sustainability Coordinator to assist the Climate Action Plan Committee in developing the Town's Climate Action Plan, and to provide initial assistance in the implementation of a plan. Proposed funding is for approximately 18 months in the amount of \$145,000.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board approve the updated ARPA Proposal Budget dated February 28, 2023 to include a temporary Sustainability Coordinator assignment.	
3.	BACK UP INFORMATION ATTACHED
a. ARPA Proposal Budget with Expended Balances February 28, 2023	

ARPA Proposal Budget with Expended Balance

Category	Description	State/County	Budget	Adjusted Budget	Total Expended	Available	Encumbered
COVID-19 Direct Impact	Contact Tracers	State	\$60,000.00	\$23,910.00	\$23,910.00	\$0.00	
	Epidemiologist	State	\$140,000.00	\$216,077.47	\$79,615.64	\$136,461.83	\$136,461.83
	Public Health Nurse	State	\$160,000.00	\$279,083.00	\$97,341.00	\$181,742.00	\$181,742.00
	Mental & Behavioral Health Staffing	State	\$190,000.00	\$265,548.00	\$86,416.29	\$179,131.71	\$179,131.71
	Mental & Behavioral Health Services	State	\$190,000.00	\$48,350.75	\$41,750.75	\$6,600.00	\$6,600.00
	COVID-19 Test Kits for School Staff and residents of limited means and those in high risk groups	State	\$229,800.00	\$229,800.00	\$229,800.00	\$0.00	
	Other - Rentals	State	\$4,246.00	\$4,246.00	\$4,246.00	\$0.00	
	Other - Town COVID-19 Test Kits	State	\$2,984.78	\$2,984.78	\$2,984.78	\$0.00	
	Other - Not yet assigned	State	\$92,969.22	\$0.00	\$0.00	\$0.00	
	Subtotal		\$1,070,000.00	\$1,070,000.00	\$566,064.46	\$503,935.54	\$503,935.54
Ventilation Upgrades	Library Chiller	State	\$0.00	\$369,000.00	\$0.00	\$369,000.00	
	Subtotal		\$0.00	\$369,000.00	\$0.00	\$369,000.00	
Technology Improvements	Support for Hybrid Meetings, Communications & Remote Work	State	\$175,000.00	\$175,000.00	\$0.00	\$175,000.00	\$18,570.58
	NeoGov E-Forms Module	State	\$31,613.48	\$31,613.48	\$17,567.61	\$14,045.87	\$14,045.87
	Other - Not yet assigned	State	\$68,386.52	\$68,386.52	\$0.00	\$68,386.52	\$0.00
	Subtotal		\$275,000.00	\$275,000.00	\$17,567.61	\$257,432.39	\$32,616.45
Economic Development	Grant Program	State	\$460,000.00	\$445,000.00	\$375,248.74	\$69,751.26	\$12,251.26
	Public Art	State	\$20,000.00	\$20,000.00	\$1,500.00	\$18,500.00	\$0.00
	Other - Rental of Tents	State	\$18,725.00	\$18,725.00	\$18,725.00	\$0.00	\$0.00
	Other - Not yet assigned	State	\$1,275.00	\$16,275.00	\$0.00	\$16,275.00	\$0.00
	Subtotal		\$500,000.00	\$500,000.00	\$395,473.74	\$104,526.26	\$12,251.26
Sustainability	Sustainability Coordinator	State	\$0	\$145,000.00	\$0.00	\$145,000.00	\$0.00
Water/Sewer/Drains	Temp Project Manager	State	\$500,000.00	\$326,336.60	\$0.00	\$326,336.60	\$0.00
	Rosemary Sluice Gate Replacement/NPDES Stormwater	State	\$600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00
	Other - Not yet assigned	State	\$340,336.60	\$0.00	\$0.00	\$0.00	\$0.00
			\$1,440,336.60	\$926,336.60	\$0.00	\$926,336.60	\$0.00
		State total	\$3,285,336.60	\$2,771,336.60	\$979,105.81	\$1,792,230.79	\$548,803.25
Infrastructure*	Town Reservoir Clean-up Construction	County	\$2,070,000.00	\$2,070,000.00	\$0.00	\$2,070,000.00	\$0.00
	Walker Pond Category 2 Construction	County	\$356,000.00	\$356,000.00	\$0.00	\$356,000.00	\$0.00
	128 Sewer Interceptor Project Design	County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	128 Sewer Interceptor Project Construction	County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	South St Water Main Construction	County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Allowance for Water/Sewer/Drains	County	\$3,487,848.40	\$3,487,848.40	\$0.00	\$3,487,848.40	\$0.00
	Subtotal	County total	\$5,913,848.40	\$5,913,848.40	\$0.00	\$5,913,848.40	\$0.00
Grand Total			\$9,199,185.00	\$9,199,185.00	\$979,105.81	\$8,220,079.19	\$548,803.25

updated 2/24/23



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

MEETING DATE: 2/28/2023

Agenda Item	Board Discussion: Code of Conduct
Presenter(s)	Kevin Keane, Select Board Clerk Heidi Frail, Select Board Member

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Select Board Code of Conduct Subcommittee will present to the Board a draft of the proposed Code of Conduct for Board discussion.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
1. Draft Code of Conduct – 28 February 2023	

Town of Needham Select Board Code of Conduct

In its role as a primary governing body for the Town of Needham, the Select Board establishes the following Code of Conduct. This self-enforcing set of guidelines is designed to supplement all relevant state laws and regulations governing the conduct of public bodies and elected officials, to include (but not limited to) the Open Meeting Law ([G.L. c.30A, §§18-25](#)), the Public Records Law ([G.L. c.66](#)), the Campaign Finance Law ([G.L. c.55](#)), and the Conflict of Interest Law ([G.L. c.268A](#)). Members are expected to familiarize themselves with and adhere to both the above listed laws and other relevant statutes. The purpose of this Code of Conduct is to set forth the Board's expectations of member conduct and responsibilities, as well as to maintain public trust in the Select Board and Town government.

1. General

1.1 Select Board members will act honestly, conscientiously, reasonably, and in good faith at all times having regard to their responsibilities, the interests of the Town, and the welfare of its residents.

1.2 Select Board members will conduct themselves in a manner that cultivates an environment of dignity and mutual respect, in which every person feels welcomed, safe, and valued.

1.3 All members of the Select Board will fully comply with all applicable Town personnel policies, to include (but not limited to) Policies #202 ([Sexual Harassment](#)), #205 ([Harassment of Individuals in Protected Classes](#)), and #426 ([Workplace Violence Policy](#)).

2. Preparation for Meetings

2.1 All members of the Select Board will arrive for meetings having prepared themselves for discussion on any and all items scheduled to be discussed on the agenda.

2.2 Pursuant to the Open Meeting Law, members will limit discussion of agenda items and matters within the Select Board's jurisdiction outside of posted public meetings. This includes, for example, refraining from discussion of agenda topics and matters within the Select Board's jurisdiction with more than one other member outside of a public meeting. This includes discourse and deliberation on such topics in person, via email, using messaging tools, or posting on social media.

2.3 In preparation for public meetings, members will refrain from taking public stances on pending agenda items and are encouraged to enter each meeting open-minded, ready to hear new information.

2.4 Members will notify the Chair and Office of the Town Manager as soon as possible if they are unable to attend a scheduled meeting or require remote participation, if permitted by Select Board Member Remote Participation in Public Meetings Policy ([SB-ADMIN-008](#)), Office of the Attorney General regulations governing remote participation in public meetings ([940 CMR 29.10](#)), the Open Meeting Law ([G.L. c.30A, §§18-25](#)), and any other applicable regulation or law governing remote participation.

3. Conduct at Meetings

3.1 The Select Board seeks to be a deliberative body in which various opinions may be shared in an environment of dignity and respect. The Board understands that there is space for disagreement amongst its members, but that dissent and debate will take place in a civil manner with a focus on policy over personality.

3.2 Board members will refrain from comments on the individual personality or character of a fellow Board member, other Town elected or appointed official, and Town staff.

3.3 Members will not use messaging apps or other media to communicate with each other in private during Select Board meetings.

3.4 In accordance with the purpose of [G.L. c.30A, §22\(f\)](#), following all Executive Sessions, members will keep the contents of discussions privileged and confidential unless and until the minutes of said session are released to the public.

3.5 Further, in accordance with [G.L. c.268A, §23\(c\)\(1\) and \(2\)](#), members will refrain from disclosing confidential information gained by reason of their official position or duties.

3.6 The Chair or individual Board members are expected to immediately address conduct or language by invited participants and members of the public who are disrespectful, demeaning, inappropriate, or otherwise in violation of community standards.

3.7 The Board affirms that its members will act in good faith to share all relevant information they may have to contribute to a discussion and will disclose to other members and the public any conflicts of interest, either actual or perceived, in matters before the Board.

3.8 In response to a self-identified determined or perceived conflict of interest by a Board member, it is incumbent upon said Board member to seek advice from the State Ethics Commission and/or Town Counsel before participating in the particular matter. Further, a Board member is always welcome to obtain a written opinion from the State Ethics Commission and/or Town Counsel before participating in a matter when they

believe a written opinion would be beneficial to their potential participation in the matter.

3.9 Should a Board member believe a colleague may be in jeopardy of violating State Ethics Law, they should inform that member before the Board discusses the agenda item in question as both a courtesy and opportunity for education.

3.10 Should a Board member believe that a colleague has violated this Code of Conduct, they may request that the Chair place an item on a Select Board agenda so that the Board may discuss the member's concern and take any actions deemed necessary.

4. Conduct Outside of Meetings

4.1 Members of the Select Board are always permitted to voice their opinions on issues at hand in their capacity as a private citizen or candidate for office. In these capacities, members may participate in partisan political events, take positions on candidates for office or ballot measure, and other related actions, but must exercise care to ensure that they are speaking on behalf of themselves in their private capacity, and not as a member or representative of the Select Board. Members are encouraged to seek advice from Town Counsel or the State Ethics Commission if they have questions.

4.2 When acting in their capacity as members of the Select Board, members should speak on behalf of the Board's decisions and actions, even when their personal position was not in the majority opinion. If a member is attending an event as a private citizen, members of the public still may address them in their official capacity – in this circumstance, members should take care to represent the Board in their official capacity.

4.3 At times, the Select Board may be asked to attend community events. The Select Board Chair will designate a member (or members) to attend. Some of these events may involve a cost to the attending member(s). The member's annual stipend is expected to cover the cost of such events. In other cases, members may attend events for which they are offered free admission to events in exchange for providing a service (e.g. moderating a panel or acting as master of ceremonies). Without limiting the foregoing expectations, members should consult Town Counsel or the State Ethics Commission before accepting payment for, or waiver of, fees for admission to an event from outside persons or organizations.

4.4 When the Board as a body is asked questions by the public (through email, mail, or other means), the Chair will either respond directly or designate a Board member to respond. If the question is related to the operations of Town government, the Chair may ask the Town Manager to respond on behalf of the Board.

5. Policymaking versus Administration of Policy

5.1 The Select Board is a policymaking body and appoints the Town Manager to oversee administration of the Town government. Members will generally direct questions or concerns relative to Town government operations to the Town Manager.

6. Use of Town Counsel

6.1 Members of the Select Board will engage with Town Counsel to resolve any questions they may have relating to potential or perceived conflicts of interest, and regarding rules and requirements of the Board as a public body subject to relevant state law.

7. Public Records

7.1 Members will archive and provide upon request any documents, texts, emails, or other communications contained or stored by the member on their premises, private devices, or private accounts that constitute public records in accordance with relevant law and regulation, to include (but not limited to) the Public Records Law ([G.L. c.66](#)); Statutes ([G.L. c.4](#)); and Office of the Secretary of the Commonwealth regulations governing public records access ([950 CMR 32](#)) .

7.2 Members shall not delete such documents, texts, emails, or other communications, whether stored on Town-issued or private email systems or devices, unless it is in accordance with the [Municipal Records Retention Schedule](#).

8. Trainings and Acknowledgements

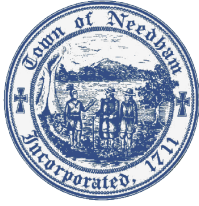
8.1 All members are required to complete the initial and bi-annual Conflict of Interest Law education requirements as mandated by the State Ethics Commission.

8.2 All new members are required to complete the Certificate of Receipt of Open Meeting Law materials as required by the Office of the Attorney General.

AGREED TO BY:

Member, Needham Select Board

Date: _____

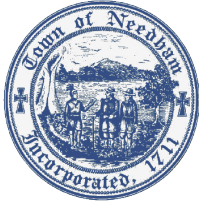


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 02/28/2023

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
3.	BACK UP INFORMATION ATTACHED
None	



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

MEETING DATE: 02/28/2023

Agenda Item	Executive Session Exception #3 Collective Bargaining – Fire Union Contract
Presenter(s)	

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	1.) Exception 3: Collective Bargaining Fire Union Contract
2.	VOTE REQUIRED BY SELECT BOARD
	<u>Exception 3:</u> To discuss strategy with respect to collective bargaining an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares. Not to return to Open Session prior to adjournment
3.	BACK UP INFORMATION ATTACHED
	none

**Town of Needham
Select Board
Minutes for Tuesday, February 14, 2023
Select Board's Chamber
and
Via ZOOM
<https://us02web.zoom.us/j/82637253545>**

- 6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Marianne Cooley. Those present were Kevin Keane, Heidi Frail, and Matthew Borrelli. Mr. Nelson was not in attendance. Kate Fitzpatrick, Town Manager, Dave Davison, ATM/Finance, Myles Tucker, Support Services Manager, Kristin Scoble, Administrative Specialist, and Mary Hunt, Recording Secretary were also in attendance.
- 6:00 p.m. Ms. Cooley read a statement saying a settlement agreement between the Town and Mr. Marvin Henry was reached today. She acknowledged Mr. Henry, as part of the settlement agreement, received monetary compensation. She noted the details of the settlement are confidential.
- 6:03 p.m. Public Comment Period:
Michael Miller, 12 High Street, Needham, explained he moved to a rental property in Needham in October 2021. He commented on the tenant/landlord situation he is facing, noting his disappointment with the Town when he has reached out for help. He said he is a taxpayer of Needham, and it is negligent of the town that he has not received attention to his request for help with the heat and hot water situation at the rental property. Ms. Cooley said the Board will look into the matter.
- 6:12 p.m. Introduce Veronica Harvey:
Dave Davison, Director of Finance/ATM introduced Veronica Harvey, the new Treasurer/Collector for the Town. He gave a brief overview of Ms. Harvey's knowledge and education in the field of accounting, local government, taxation, and business information systems.
- Ms. Harvey stated it has been a busy time since starting with the Town while getting to know her colleagues, processes, and procedures. She commented it has been a challenging, fulfilling time, and looks forward to continuing her work for the residents of Needham.
- The Board welcomed Ms. Harvey to Needham and wished her well in her new position.
- 6:15 p.m. Recognition of Edward Olsen Recipient of 2023 Sports Turf Manager of the Year for the New England Sports Turf Management Association:
Cary's Lustig, Director of Public Works and Edward Olsen, Parks and Forestry Superintendent spoke with the Board regarding the Sports Turf Manager of the

Year awarded to Mr. Olsen. This award recognizes a Sports Turf Manager currently working in New England who has made a significant contribution (local, regional and/or national) to the sports turf industry. Criteria for contribution is multi-faceted and might include successful management or maintenance practices, creative staffing or budgeting strategies, successful partnerships, technical improvements, improvements in safety and/or environmental stewardship.

Ms. Lustig commented Mr. Olsen is responsible for the quality playing fields and beautification of Needham. She said Mr. Olsen also received an award from the American Public Works Association in 2020, noting both awards show Mr. Olsen's commitment and dedication to his profession and to the Town.

The Board said both awards are well deserved and thanked Mr. Olsen for his work in beautifying Needham.

Mr. Olsen thanked the Board, stating he is surrounded by good people from the top down, who all work well together.

6:22 p.m

Human Resources Recruitment Video Presentation:

Cyndi Roy Gonzalez, Public Information Officer spoke with the Board, stating as part of the Town's efforts to find new ways to recruit and retain employees, a video was created that can be used to attract new talent to Needham. The video can be shared on multiple platforms and venues and will be posted to the Town's website, LinkedIn and YouTube pages. She thanked the employees who took part in the video, as well as Marc Mandel, Executive Director of the Needham Channel.

The Board viewed the recruitment video presentation.

Ms. Cooley thanked Ms. Roy Gonzalez for her work, noting Ms. Roy Gonzalez will be leaving her position to work with "Girls on the Run," a personal passion. Ms. Cooley said Ms. Roy Gonzalez has been a critical part of the team in getting information to residents.

Ms. Fitzpatrick thanked Ms. Roy Gonzalez for her work to create the Needham newsletter and in overhauling the website. She said she has laid the foundation for her replacement.

Mr. Borrelli said Ms. Roy Gonzalez has been a tremendous asset to the Town, especially during the pandemic. He thanked her for her work.

Mr. Keane thanked Ms. Roy Gonzalez for her work, saying she will be missed.

Ms. Frail said Ms. Roy Gonzalez is a cheerleader of others and wished her the best in her new role.

6:34 p.m.

Public Hearing: Grant of Location - 311 Charles River Street

Joanne Callendar, Eversource Energy representative, spoke with the Board via Zoom regarding its requests for permission to install approximately 13 feet of conduit in Charles River Street. This work is necessary to provide underground service to 311 Charles River Street, Needham.

Ms. Fitzpatrick indicated all paperwork is in order.

Ms. Cooley invited public comment. No comments were heard.

Motion by Mr. Borrelli that the Select Board approve and sign a petition from Eversource Energy to install approximately 13 feet of conduit in Charles River Street. This work is necessary to provide underground service to 311 Charles River Street, Needham.

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

6:35 p.m. Public Hearing: Grant of Location - 94 Brookside Road
Joanne Callendar, Eversource Energy representative, spoke with the Board via Zoom regarding its requests for permission to install approximately 15 feet of conduit in Charles River Street. This work is necessary to provide underground service to 94 Brookside Road, Needham.

Ms. Fitzpatrick indicated all paperwork is in order.

Ms. Cooley invited public comment. No comments were heard.

Motion by Mr. Borrelli that the Select Board approve and sign a petition from Eversource Energy to install approximately 15 feet of conduit in Brookside Road. This work is necessary to provide underground service to 94 Brookside Road, Needham.

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

6:36 p.m. Public Hearing: Grant of Location - 78 Brookside Road
Joanne Callendar, Eversource Energy representative and Mark Harding, Hoffer Construction, spoke with the Board via Zoom regarding its request for permission to install approximately 11 feet of conduit in Brookside Road. This work is necessary to provide underground service to 78 Brookside Road, Needham.

Ms. Fitzpatrick told the Select Board work had been done prior to the public hearing Grant of Location.

Ms. Cooley invited public comment. No comments were heard.

Ms. Cooley explained to Mr. Harding it is important a public hearing be held prior to the start of any digging on a project. She stated there are cases where a neighbor or trees are impacted, and that it is important people have the ability to weigh in on a project before work commences.

Motion by Mr. Borrelli that the Select Board approve and sign a petition from Eversource Energy to install approximately 11 feet of conduit in Brookside Road. This work is necessary to provide underground service to 78 Brookside Road, Needham.

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

6:38 p.m.

Appointments and Consent Agenda:

Motion by Mr. Borrelli that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS:

1. Matthew Zollner Water and Sewer Rate Structure Committee Term Exp: 6/30/2024
2. Moe Handel Single Parcel Historic District Study Committee Term Exp: 6/30/2026
3. Gloria Greis Single Parcel Historic District Study Committee Term Exp: 6/30/2026
4. Don Lankiewicz Single Parcel Historic District Study Committee Term Exp: 6/30/2026

CONSENT AGENDA

1. Approve minutes of January 10, 2023 (open session), January 24, 2023 (open session).
2. Approve a Mobile Food Vendor License for Cousins Maine Lobster to vend year- round, once weekly on Tuesdays during permitted hours in permitted Mobile Food Vendor spaces on First Street between A and B Streets.
3. Accept the Needham Commission on Disabilities approved grant request of \$480 for the Needham Community Council to purchase (3) three lightweight wheelchairs.
4. Approve a request from Jill Barber, Membership Director from the Charles River YMCA to hold the annual Independence Day 5K race in Needham. The event is scheduled for Tuesday, July 4, 2023. The event and route have been approved by the following departments: Fire, Police, DPW, Park & Recreation.
5. Approve the proposed schedule of penalties for alcohol compliance check failures for the following license holders: Bertucci's Restaurants, LLC d/b/a Bertucci's, Ceed Corp d/b/a Cook Needham, Capella LLC d/b/a Cappella, Pancho's Taqueria Needham, LLC d/b/a Pancho's Taqueria, French Press LLC d/b/a French Press Bakery Café, PM Story Corp d/b/a Little Spoon, Needham Lending Company, LLC d/b/a Sheraton Needham Hotel, Lianos Liquors LLC, d/b/a Needham Center Fine Wines and Spirits, and Reveler Beverage Company LLC, d/b/a Reveler Beverage.
6. Accept the following donation made to the Needham Public Health Division - Domestic Violence Action Committee; \$200 from Jonathan and Jane Migdol.
7. Accept the following donation made to the Needham Community Revitalization Trust Fund: \$50 from Kate Carter.
8. Approve a request from the Exchange Club of Needham to sponsor 4th of July fireworks and festivities on Monday, July 3, 2023, and a road race, flag raising, and parade on Tuesday, July 4, 2023. Coordination of all activities will be made with appropriate Town Departments.

9. **Accept the following donation made to the Youth & Family Services Department; \$250 from the Forde Family.**
10. **Grant permission for the following residents to hold block parties:**

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Celia Carboni	42 Greenwood Avenue	Greenwood Avenue	7/15/23	7/16/23	4pm-11pm

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

6:38 p.m. Public Hearing: Alteration of Premises for an All-Alcohol License in a Restaurant - Henry Hospitality Inc. d/b/a The James and Public Hearing: Outdoor Dining License - Henry Hospitality, Inc., d/b/a The James

Ms. Cooley said Stuart Henry, Manager for the restaurant is unable to attend tonight's hearings. She asked for a continuance of both public hearings to February 28, 2023.

Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing: Alteration of Premises for an All-Alcohol License in a Restaurant - Henry Hospitality Inc. d/b/a The James to Tuesday, February 28, 2023.
Second: Mr. Keane. Unanimously approved 4-0.

Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing: Outdoor Dining License – Henry Hospitality Inc d/b/a The James to Tuesday, February 28, 2023.
Second: Mr. Keane. Unanimously approved 4-0.

6:40 p.m. Public Hearing Relative to the Suspended Alcohol License - Poet King, LLC d/b/a The Hungry Coyote, 1185 Highland Avenue, Needham:
 Nezahualcoyotl Leon, LLC Manager, Leona Leon, Manager of Record, and Michael Magerer, Applicant Counsel met to discuss with the Select Board proposed action to seek relief from the indefinite suspension of its Section 12 All Alcohol liquor license, as order by the Board in its Suspension Decision dated January 14, 2022. Specifically, the licensee wishes for the Board to consider whether it has submitted sufficient documentation supporting Leona Leon's ability to hold the position of Manager of Record for the aforementioned license, in accordance with Board's suspension order, and for the Board to consider lifting the suspension.

Mr. Leon stated the intention is for Ms. Leon to hold the position of Manager of Record for the Hungry Coyote once the alcohol license is reinstated. He said he and Ms. Leon are both TIPS certified.

Discussion ensued on the current employment status of Ms. Leon at the restaurant, the accuracy of signed documentation submitted to the town, and Ms. Leon's desire and willingness at this time to be the Manager of Record.

Ms. Frail expressed concern that in order to consider whether or not the Select Board return the license to Mr. Leon, he would have a Manager of Record. She said it seems the request is for the Select Board to return the license so that a Manager of Record can be hired, noting that is not the correct order according to the paperwork submitted. She reiterated the documentation must match.

Mr. Borrelli said things have turned around at the restaurant. He noted however, the restaurant stayed open after the suspension, which is a violation. He asked Mr. Leon, "what is different now?" noting trust is everything and it is a tremendous responsibility to hold a license. He said the situation was very difficult and many people were put in bad positions.

Mr. Leon commented on the actions of the Health Department, noting he has been in business 25 years in Massachusetts, and no one has ever become sick from eating his food. He said the Health Department is supposed to help restaurants become better, not put them in a position to have to defend oneself.

Ms. Leon commented she will be at the restaurant, is TIPS certified, and will make sure everything goes well. Mr. Leon said he hired a food safety program, and he has been working with the Health Department every month, to meet required standards. He said the relationship with the Health Department is good now. He said the restaurant will be divided by a curtain with the bar area (21+ or with a parent) and dining area.

Mr. Leon acknowledged his mistakes made a year ago, noting he was the reason the restaurant stayed open after the suspension order.

Ms. Cooley questioned Mr. Leon, noting at the time of the suspension he chose to stay open and serve alcohol, which was in violation of the order. She noted there are benefits to having a liquor license and requirements in order to preserve and maintain those benefits. Ms. Cooley said she is still uncomfortable with the request and recommended the Select Board find that Poet King, LLC d/b/a/ Hungry Coyote has not submitted sufficient documentation to support Leona Leon's ability to hold the position of licensed manager.

Discussion ensued that the burden is on the applicant to provide supporting documentation that Ms. Leon has the ability to hold the position as licensed manager or to provide a substitute manager that the Board could approve.

Attorney Magerer said he understands what documentation is needed, and that he will help Mr. Leon with paperwork to satisfy the Select Board in order to give a

favorable review and give the Leon's a second chance to responsibly operate the bar portion of the business.

Mr. Borrelli said he is not looking to punish the restaurant. He said if the TIPS certification, floor plan of the restaurant, and documentation describing Ms. Leon's responsibilities at the restaurant are in order, then he would be open to considering returning the liquor license to Mr. Leon.

Attorney Magerer asked the Board to continue the public hearing to allow time to gather information and amend the application.

Ms. Cooley suggested the entire application, including ABCC Amendment Application for Change of Officers and Change of Stock Interest - Poet King, LLC d/b/a Hungry Coyote, must consider whether the applicant is being clear and transparent with the Select Board about the structure and operation of the restaurant.

Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing Relative to the Suspended Alcohol License - Poet King, LLC d/b/a The Hungry Coyote, 1185 Highland Avenue, Needham to Tuesday, March 14, 2023 at 6 p.m.

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

Motion by Mr. Borrelli that the Select Board vote to continue Public Hearing: ABCC Amendment Application for Change of Officers and Change of Stock Interest - Poet King, LLC d/b/a The Hungry Coyote to Tuesday, March 14, 2023 at 6 p.m.

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

7:15 p.m. Town Manager:
Kate Fitzpatrick, Town Manager spoke with the Board regarding three items:

1. Accept and Refer Zoning

Ms. Fitzpatrick told the Select Board that the Planning Board, at its meeting of February 7, 2023, voted to place the following articles on the warrant for the 2023 Annual Town Meeting Warrant: (1) Amend Zoning By-Law – Accessory 3-Car Garage Use in Single Residence B, General Residence, Business and Industrial Districts; (2) Amend Zoning By-Law – Accessory Dwelling Units (ADUs); (3) Amend Zoning By-Law – Corrective Zoning Amendments; and (4) Amend Zoning By-Law – Single Residence B and General Residence Side Setback.

Under State law, the Select Board has 14 days to accept the proposed amendments and refer them to the Planning Board for its review, hearing, and report. The Board's action in this matter is not discretionary. The Planning Board plans to schedule the public hearing on the article for Tuesday, March 7, 2023.

Motion by Mr. Borrelli that the Select Board vote to accept the proposed zoning articles: 1) Amend Zoning By-Law – Accessory 3-Car Garage Use in Single Residence B, General Residence, Business and Industrial Districts; (2) Amend Zoning By-Law – Accessory Dwelling Units (ADUs); (3) Amend Zoning By-Law – Corrective Zoning Amendments; and (4) Amend Zoning By-Law – Single Residence B and General Residence Side Setback for referral to the Planning Board for its review, hearing, and report.
Second: Mr. Keane. Unanimously approved 4-0.

Ms. Cooley noted this is a ministerial act of the Select Board, and passage does not indicate any approval. It allows the Planning Board the opportunity to hold public hearings on each amendment and gather public input on proposed zoning changes.

2. Close Annual Town Meeting

Ms. Fitzpatrick recommended the Select Board vote to close the warrant for the 2023 Annual Town Meeting. She reviewed several items in the warrant including Human Resources Fellowship Program, Outside Recruitment Services, Temporary Staffing Services, Town-Owned Land Surveys, Opioid Recovery & Mitigation Funds, and Fleet Refurbishment, among other items.

Motion by Mr. Keane that the Select Board vote to close the warrant for the 2023 Annual Town Meeting subject to minor technical corrections to be made by the Town Manager, Town Counsel and Bond Counsel.
Second: Mr. Borrelli. Unanimously approved 4-0.

3. Town Manager Report

Ms. Fitzpatrick reported the Select Board will meet with many stakeholder boards tomorrow, February 15, 2023 to talk about the Claxton Field project and its status.

7:45 p.m. Board Discussion:

1. Removal of the Police Department from Civil Service Ballot Question

Ms. Cooley said the Town and the Police Unions reached agreement on a plan to remove the Town from the Civil Service hiring system. The 2023 Annual Town Meeting approved a home rule petition to seek legislative approval to exit the system. The Legislature has not acted on this petition. Because the Town of Needham elected to participate in the Civil Service program by way of the vote of the residents at the ballot, the Town may exit the Civil Service system in that manner. Given the urgent need to recruit qualified applicants for the role of police officer the Town Manager and the Chief of Police recommend that the Board proceed to seeking approval of this initiative by voters.

Motion by Mr. Borrelli that the Board vote to place the following question on the ballot for the 2023 Annual Town Election. Shall the acceptance by the Town of Needham of Chapter 39 of the Acts of 1924, entitled “An Act placing the chief of police and members of the police department of the Town of Needham under civil service,” be revoked? YES ____ NO ____

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

Ms. Fitzpatrick noted the Chief of Police will be at the next Select Board meeting on Tuesday, February 28, 2023 to discuss the Annual Report, and it may be an opportunity for the Chief to provide more information regarding the ballot question.

2. Sale of Alcohol Ballot Question

Ms. Cooley reminded the Select Board that the October 25, 2021 Special Town Meeting under Article 10 approved a Home Rule Petition seeking to increase the total number of allowed package alcohol licenses in Needham, from the reduced quota set under the Town's current special legislation (Chapter 207 of the Acts of 2012) to the number allowed by G.L. Ch. 138 section 17. This change would require approval by the Town's voters. The petition was approved by Chapter 203 of the Acts of 2022 (August 30, 2022). She said approval by the voters of the Town is required for the measure to take effect.

Motion by Mr. Borrelli that the Select Board vote to place the following question on the ballot for the 2023 Annual Town Election. "Shall an act passed by the General Court in the year 2022, entitled 'An Act authorizing the Town of Needham to grant additional licenses for the sale of all alcoholic beverages not to be drunk on the premises' be accepted?" YES ____ NO ____

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

3. Committee Reports

Mr. Keane reported the Climate Action Committee met and that it looks forward to hiring a Sustainability Coordinator in the future. He said other items discussed were greenhouse gasses and Muni Aggregation. Ms. Cooley said bids have been received from consultants and that interviews will take place next week. Mr. Keane said the committee is also trying to promote other events including test driving an electric vehicle and how to read your electric bill.

Ms. Frail reported the Active Recreation Asset Working Group held a public hearing to gather feedback on proposed recreational activities and infrastructure. She said the meeting was well attended and there were many good ideas and comments: i.e. dog parks, skate parks, pickleball courts, and more. She said additional comments can be sent to otm@needhamma.gov. She commented on an inventory of potential sites where amenities could be located that will be discussed at the next Active Recreation Asset Working Group meeting.

Ms. Frail also reported a meeting regarding the Select Board Code of Conduct had active public participation, noting staff put together a terrific document. She said the next meeting is scheduled for, February 15, 2023. Ms. Cooley stated the Select Board will discuss the Code of Conduct at an upcoming Select Board meeting.

8:15 p.m Executive Session: Exception 3 – to discuss potential litigation to be filed on behalf of multiple Massachusetts cities and towns concerning changes to Massachusetts Water Resources Management Program regulations.

Motion by Mr. Borrelli that the Select Board vote to enter Executive Session under Exception 3 - Potential Litigation to discuss potential litigation to be filed on behalf of multiple Massachusetts cities and towns concerning changes to Massachusetts Water Resources Management Program regulations.

Not to return to open session prior to adjournment.

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

Note: The executive session portion of the meeting ended at 8:30 p.m.

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, February 28, 2023.