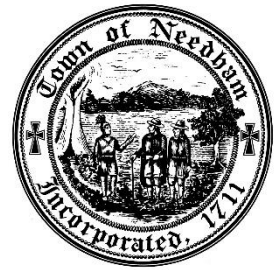


SELECT BOARD AGENDA

Regular Meeting

6:00 p.m. September 26, 2023

Revised



Needham Town Hall

Select Board Chambers & Zoom

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

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

Link:

<https://us02web.zoom.us/j/83513916152?pwd=RnRubzhEelFVQkFSbGJKVm5La3VJdZ09>

Webinar ID: 835 1391 6152

Passcode: 389812

	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	Certificate of Appreciation – Jon Schneider
2.	6:00	Proclamation – Hispanic Heritage Month
3.	6:00	Legislative Update Representative Denise Garlick
4.	6:00	Public Hearing: EV Charging Station Rates - David Davison, Deputy Town Manager/Director of Finance - Carys Lustig, Director of Public Works - Cecilia Simchak, Director of Finance/Administration for Public Services

5.	6:05	Public Hearing: Application for a Fuel Storage License at 360 1st Avenue • Ronald Gavel, Fire Inspector • Jay Steeves, Fire Inspector • Gerald Topping, Boston Children's Hospital
6.	6:15	Public Hearing: Application for a Transfer of an All-Alcohol License – Latin-A Group, LLC d/b/a Latina Kitchen and Bar • Scott McCourt, LLC Manager – Metrowest Dining, LLC • Ted Connolly, LLC Member – Metrowest Dining, LLC • Thomas Griffin, LLC Manager – Metrowest Dining, LLC & Proposed Manager of Record
7.	7:30	DPW Feasibility Study • Hank Haff, Director Building Design & Construction • Carys Lustig, Director of Public Works • Shane Mark, Assistant Director of Public Works
8.	7:45	Director of Public Works • Traffic Safety Committee • Dedham Ave Paving and Markings Improvements
9.	8:00	Town Manager • Close Warrant • CY2024 Fee Schedule Discussion • Town Manager Report
10.	8:45	Board Discussion • Select Board Goal Setting FY2024 - 2025 • ADL Open Letter to Combat Antisemitism and Fight Hate for Good • Committee Reports

APPOINTMENT CALENDAR

1.	Marianne Cooley	Future School Needs Committee Term Exp: 6/30/2026
2.	Kevin Keane	Future School Needs Committee Term Exp: 6/30/2026
3.	Catherine Dowd	Subcommittee to Study the Minuteman School Term Exp: 6/30/2026
4.	Gloria Greis	Needham Branding and Town Seal Committee Term Exp: 6/30/2024
5.	Maureen Callahan	Community Preservation Committee Term Exp: 6/30/2026
6.	Keith LaFace	Human Rights Committee Term Exp: 6/30/2026
7.	Lynn Rodman	Commission on Disabilities Term Exp: 6/30/2025

8.	Cynthia Ganung	Needham Branding and Town Seal Committee Term Exp: 6/30/2024
9.	James Goldstein	Mobility Planning and Coordination Committee Term Exp: 6/30/2026

CONSENT AGENDA *Supporting Documents Attached

1.*	Approve open session minutes of September 11, 2023 and September 12, 2023
2.	Accept the following donations to the Needham Free Public Library: - From the Friends of the Needham Free Public Library, \$7,500 - From the Library Foundation of Needham, \$7,432.12 - From Rebecca and Michael Turner, \$100 in memory of Frances Josephine Pascucci - From Karen Kajmo, <i>The Collector</i>, by Daniel Silva (estimated value \$32) - From Nancy Agler on behalf of the Needham Garden Club, \$25 in memory of Kathleen Lewis
3.	Approve a request from the Charles River Chamber to place Fall Harvest Fair signs at the following locations through one day following the conclusion of the Fall Harvest Fair: - In front of Town Common along the fence on Great Plain Ave. - Avery Square - Entrance to the Recycling Transfer Station at 1421 Central Ave. - Outside Public Service Administrative Building at 500 Dedham Ave. - Needham Library front lawn at 1130 Highland Ave. - Along Harris Street green near Pollard Middle School - Next to the "Entering Needham" signs on Dedham Ave., Webster St., Kendrick St., and Great Plain Ave.
4.	Accept the following donations made to the Needham Community Revitalization Trust Fund: \$100 from the Charles River Center, \$1500 from the Needham Public Library, and \$100 from Randal & Denise Murdza.

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Lisa Bello	124 Gayland Road	Gayland Road	9/30/23	4pm-6pm	10/1/23
Mark Pantridge	102 Lexington Avenue	Burnside Road, between Lexington Avenue and Concord Street	10/14/23	5:30pm-9pm	N/A
Melissa Emond	15 Prospect Street	Meadowbrook Road	10/28/23	3pm-5pm	10/29/23
Yakov Shapiro	208 Valley Road	208 to 222 Valley Road	10/29/23	2pm to 5pm	11/4/23

NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES

Hosting Organization	Primary Contact	Location	Date
Charles River Center	Hilary Ryan	59 East Militia Heights Drive	09/24/23
Newman Parent Teacher Council	Stefanie Forman	1147 Central Ave	10/21/23

**Certificate Of
Appreciation**

From The
**Town of Needham, Massachusetts
Select Board**

Awarded to:

JON SCHNEIDER

**In recognition of thirty years of service on the
Needham Zoning Board of Appeals.**

**Your leadership and dedication set the standard
for quality work and impartiality. You have truly
left your mark on the Town we all call home.**

Thank you, Jon!

Signed this 26th day of September, 2023

Marianne Cooley, Chair

Kevin Keane, Vice Chair

Heidi Frail, Clerk

Marcus Nelson

Catherine Dowd

TOWN OF NEEDHAM
2023 HISPANIC HERITAGE MONTH
PROCLAMATION

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

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

WHEREAS: The rich heritage, arts, histories, food, music, and traditions of all 26+ Latin-American nations span an array of many distinct cultures; and

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

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

Signed this twenty sixth day of September, 2023

SELECT BOARD



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

MEETING DATE: 9/26/2023

Agenda Item	Legislative Update
Presenter(s)	Representative Denise Garlick

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Representative Garlick will provide the Select Board with an update of legislative activities in the General Court relative to Needham.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a. Slide Deck Presentation	

PRESENTATION TO THE NEEDHAM SELECT BOARD

State Representative
Denise Garlick
September 26, 2023

FY 24 BUDGET FUNDING INITIATIVES



CLEAN ENERGY

\$30M for the Clean Energy Center.
\$50M for clean energy at schools.



MENTAL HEALTH

\$1.13B for children's mental health, adult support services, and loan forgiveness for providers.



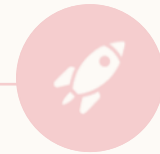
PUBLIC EDUCATION

\$6.59B for Chapter 70.
Year 3/6 of Student Opportunity Act implementation.



EARLY EDUCATION AND CARE

\$1.5B to stabilize and increase support for the workforce and families.



PUBLIC HEALTH

\$965.4M for programs like early intervention and regional public health.

FY 24 BUDGET POLICY INITIATIVES



PREVENTATIVE SERVICES

Protects access to preventive services, such as certain cancer screenings and HIV preventive medications



OPERATION HOUSE CALL

Creates a certified training program for health care professionals to best care for individuals with disabilities.



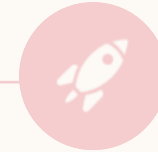
UNIVERSAL SCHOOL MEALS

\$6.59B for Chapter 70.
Year 3/6 of Student Opportunity Act implementation.



EVICCTIONS PROTECTIONS

Safeguards families with pending rental assistance applications.



NO COST CALLS

Removes communication barriers for persons who are incarcerated.

FY24 Budget: Increased Needham Local Aid and Chapter 70



	FY22 (July 2021 – June 2022)	FY23 (July 2022 – June 2023)	FY24 (July 2023 – June 2024)
Local Aid	\$1,918,602	\$2,022,207	\$2,086,917
Chapter 70 (Public Education)	\$11,192,613	\$12,371,314	\$13,312,456
METCO	Statewide: \$27,900,000 Needham: \$1,260,954	Statewide: \$29,408,138 Needham: \$1,461,326	Statewide: \$29,400,000 Needham: \$1,461,326
Special Education Circuit Breaker	Statewide: \$373,333,860 Needham: \$2,064,060	Statewide: \$441,031,605 Needham: \$2,663,393	TBD based on quarterly reimbursements

Supporting Needham's Residents



Secured \$75,000 for Needham Housing
Authority Community Center Upgrades

Supporting Needham's Residents



Secured \$100,000 for Charles River Center
Accessibility Adaptations

Supporting Needham's Residents



Secured \$40,000 for 100,000 Community Behavioral Health Services at Beth Israel Deaconess - Needham

FY23 REVENUE PICTURE

**Projected
Revenues:
\$39.796 B**

**Actual
Revenues:
\$39.164 B**

Shortfall: \$605M

**FY23 Revenues Were \$605 M
(1.5%) Below Projections**

Off-Budget Capital Gains: \$566 M

On-Budget Capital Gains: \$27 M

Other Revenue Shortfalls: \$12 M

Total FY23 Budget Impact: \$39 M



EDUCATION COMMITTEE CHAIR

It shall be the duty of the committee on Education to consider all matters concerning education (through grade 12) and such other matters as may be referred.

334 BILLS

14 HEARINGS

SPECIAL
EDUCATION

EARLY
EDUCATION

ASSESSMENTS

STUDENTS'
MENTAL HEALTH

CURRICULUM &
INSTRUCTION

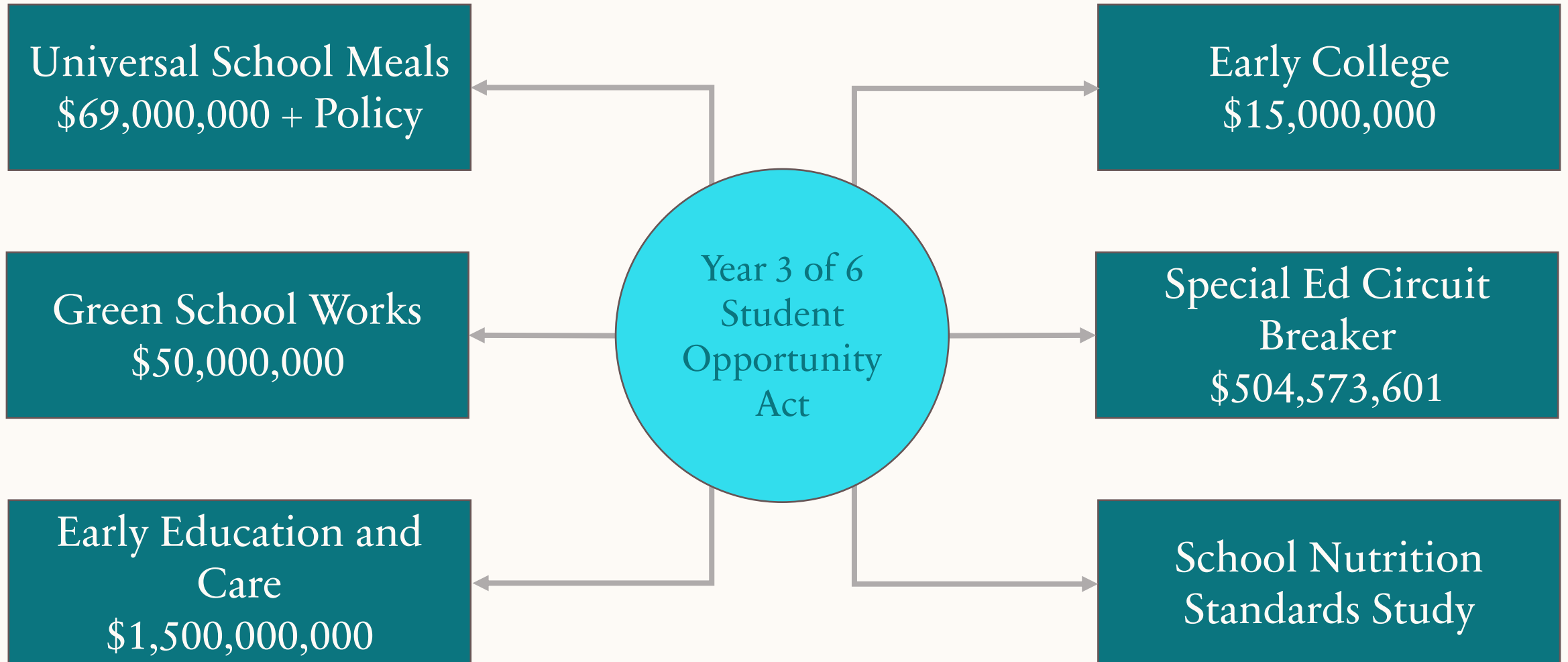
SCHOOL
PERSONNEL

SCHOOL FINANCE

EARLY LITERACY

COLLEGE & CAREER
READINESS

FY 24 BUDGET EDUCATION INITIATIVES



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Session Priorities

Public Health

Hybrid Public Meetings

Healthcare Worker Safety

Early Education and Care

Firearm Safety

Tax Relief

Housing

Transportation

Climate Change

Human Services Workforce



THANK YOU

Denise Garlick, State Representative

www.RepGarlick.com

Denise.Garlick@MAHouse.gov

617-722-2070



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

MEETING DATE: 09/26/2023

Agenda Item	Public Hearing EV Charging Station Rates
Presenter(s)	David Davison, Deputy Town Manager/Director of Finance Carys Lustig, Director of Public Works Cecilia Simchak, Director of Finance/Administration for Public Services
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED Staff will review the proposed policy and the time-of-use rates for the public to access and charge electric vehicles (EV) at Town owned/operated charging stations. The public hearing is to allow for public comment on the recommendations. The policy and the rates are proposed to be set at the Board's October 10, 2023 meeting.
2.	VOTE REQUIRED BY SELECT BOARD Suggested Motion: None
3.	BACK UP INFORMATION ATTACHED a. Legal Notice b. September 22, 2023 Memo from Director of Finance/Administration for Public Services c. Draft Electric Vehicle Charging Fee Structure

LEGAL NOTICE



Town of Needham SELECT BOARD PUBLIC HEARING

The Needham Select Board will hold a public hearing on Tuesday, September 26, 2023 at 6:00 p.m. in the Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. The purpose of this hearing is to provide the public with an opportunity to comment on any proposed time-of-use rates for the public to access and charge electric vehicles (EV) at Town owned/operated charging stations. In addition, written comments may be sent to the Select Board, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492 or may be emailed to selectboard@needhamMA.gov



**TOWN OF NEEDHAM, MASSACHUSETTS
PUBLIC WORKS DEPARTMENT
500 Dedham Avenue, Needham, MA 02492
Telephone (781)455-7550 Fax (781)449-9023**

**To: Kate Fitzpatrick, Town Manager
Select Board**

Re: Electric Vehicle Charging Fee Structure

From: Cecilia Simchak, Director of Finance/Administration for Public Services

Date: September 22, 2023

CC: Dave Davison, Deputy Town Manager/Director of Finance

Carys Lustig, Director of Public Works

John Regan, Fleet Supervisor

Henry Haff, Director of Building Design & Construction

The purpose of this memo is to summarize the Electric Vehicle (EV) Charging Fee Structure Policy. As the Town of Needham installs EV charging stations throughout the Town, this proposed policy, attached, will guide the fee structure to be associated with each type of station.

Currently, the Town pays, on average, \$0.22/kWh for electricity. The policy proposes a 15% markup to the current average per kWh charge to the Town. This would put the current proposed fee at \$0.25/kWh. The policy proposes waiving the \$0.25/kWh fee for Town and School employees during the hours of 6:30 a.m. and 5:00 p.m., Monday through Friday. Town and School employees are not exempt from the hourly fee for not charging.

When researching other municipal owned EV charging stations in Eastern Massachusetts, the rates ran from \$0.19/kWh to \$0.30/kWh with varying degrees of additional parking fees, time limits, and not charging fees.

The rules guiding usage of EV charging stations is dependent on the designation of the station, as outlined in the policy.

All fees will be reevaluated each year, which is especially important not only because of the fluctuations in electricity rates paid by the Town, but also as the Town increases its inventory of publicly accessed EV charging stations.

Town of Needham - Electric Vehicle Charging Fee Structure

I. Purpose

The purpose is to outline the fee structure to charge electric vehicles at charging stations owned by and/or operated on the behalf of the Town of Needham.

II. Applicability

This policy applies to any electric vehicle (EV) charging station owned by and/or operated on the behalf of the Town of Needham. This does not apply to privately owned EV charging stations.

III. Policy

The Town has three designations for EV charging stations: Town Use Only, Public Parking, and Parking at Town Buildings. Each designation has different rules.

Town owned vehicles will not pay a fee to charge at any of these locations.

While charging, there will be a per kWh fee. The fee will be reviewed at least once a year. The rate would be based on the current average rate paid (inclusive of transmission, distribution, and supply costs) by the Town for electricity. The Town would use the average per kWh paid during the prior 12 months and add a 15% markup to determine the EV charging rate.

At all locations, Town and School staff do not need to pay the kWh charge between the hours of 6:30 a.m. and 5:00 p.m., Monday through Friday. They are not exempt from the hourly fee for not charging.

Town Use Only

Definition:

An EV charging station located near a Town building, clearly labeled "Town Use Only".

Restrictions:

Only Town owned vehicles can use these stations.

Fee:

There is no fee for Town owned vehicles to charge at these locations.

Public Parking

Definition:

Public Parking includes EV charging stations that are located in public parking lots not at a Town building.

Restrictions:

There will be a time limit to park at an EV charging station, charging or not, that mirrors the existing time limit in the public parking lot for non-EV cars.

Fee:

The current per kWh fee applies. After the time limit allowed for the parking space or the vehicle is fully charged, whichever comes first, there will be a \$3/hour fee for not charging. There will be a thirty-

minute grace period immediately after the vehicle has stop charging which the hourly fee will not be assessed.

Parking at Town Buildings

Definition:

Parking at Town Buildings is an EV charging station that is located in the parking lot of a Town building (i.e. Public Services Administration Building) but is not labeled Town Use Only.

Restrictions:

There is a five-hour limit, or 30 minutes after fully charged, whichever comes first.

Fee:

The current per kWh fee applies. After the five-hour limit or the vehicle is fully charged, whichever comes first, there is a \$3/hour fee for not charging. There will be a thirty-minute grace period immediately after the vehicle has stop charging which the hourly fee will not be assessed.



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

MEETING DATE: 9/26/2023

Agenda Item	Public Hearing: Application for a Fuel Storage License at 360 1 st Avenue
Presenter(s)	Ronald Gavel, Fire Inspector Jay Steeves, Fire Inspector Gerald Topping, Boston Children's Hospital

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Children's Hospital Corporation has made an application in accordance with the provisions of Chapter 148 of the Massachusetts General Laws and Select Board Policy SB-LIC-008 for a license to install an 8,000-gallon, underground diesel storage tank to serve the emergency generator on the property of 360 1st Avenue, Needham. The Fire Chief has endorsed this application.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board vote to approve and authorize the Chair to sign a license for The Children's Hospital Corporation to install an 8,000-gallon, underground diesel storage tank to serve the emergency generator on the property of 360 1st Avenue, Needham.	
3.	BACK UP INFORMATION ATTACHED
1. Application 2. Certified Abutters List 3. Legal Notice 4. Select Board Policy SB-LIC-008	



FP-002A
(Rev. 6/23)

The Commonwealth of Massachusetts

City/Town of Needham

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 360 First Avenue, Needham, MA 02492, PARID: 1993000002800030

Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: The Children's Hospital Corporation c/o Boston Children's Hospital

Address of Land Owner: 300 Longwood Avenue, Boston, MA 02115

Use and Occupancy of Buildings and Structures: Group B

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet Gallons	CONTAINER UST, AST, IBC, drums UST
No. 2 Diesel Oil	Class II	8,000		

Total quantity of all flammable liquids to be stored: _____

Total quantity of all combustible liquids to be stored: 8,000 Gallons

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____

List sizes and capacities of all aboveground containers used for storage: _____

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____

List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

- ❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Gerald J. Topping, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Gerald J. Topping Date 9/12/23 Name Gerald J. Topping

PLEASE NOTE THAT ONLY APPLICATIONS WITH ORIGINAL WET SIGNATURES WILL BE ACCEPTED. PHOTOCOPIES OF APPLICATIONS WILL NOT BE PROCESSED.

Fire Department Use Only

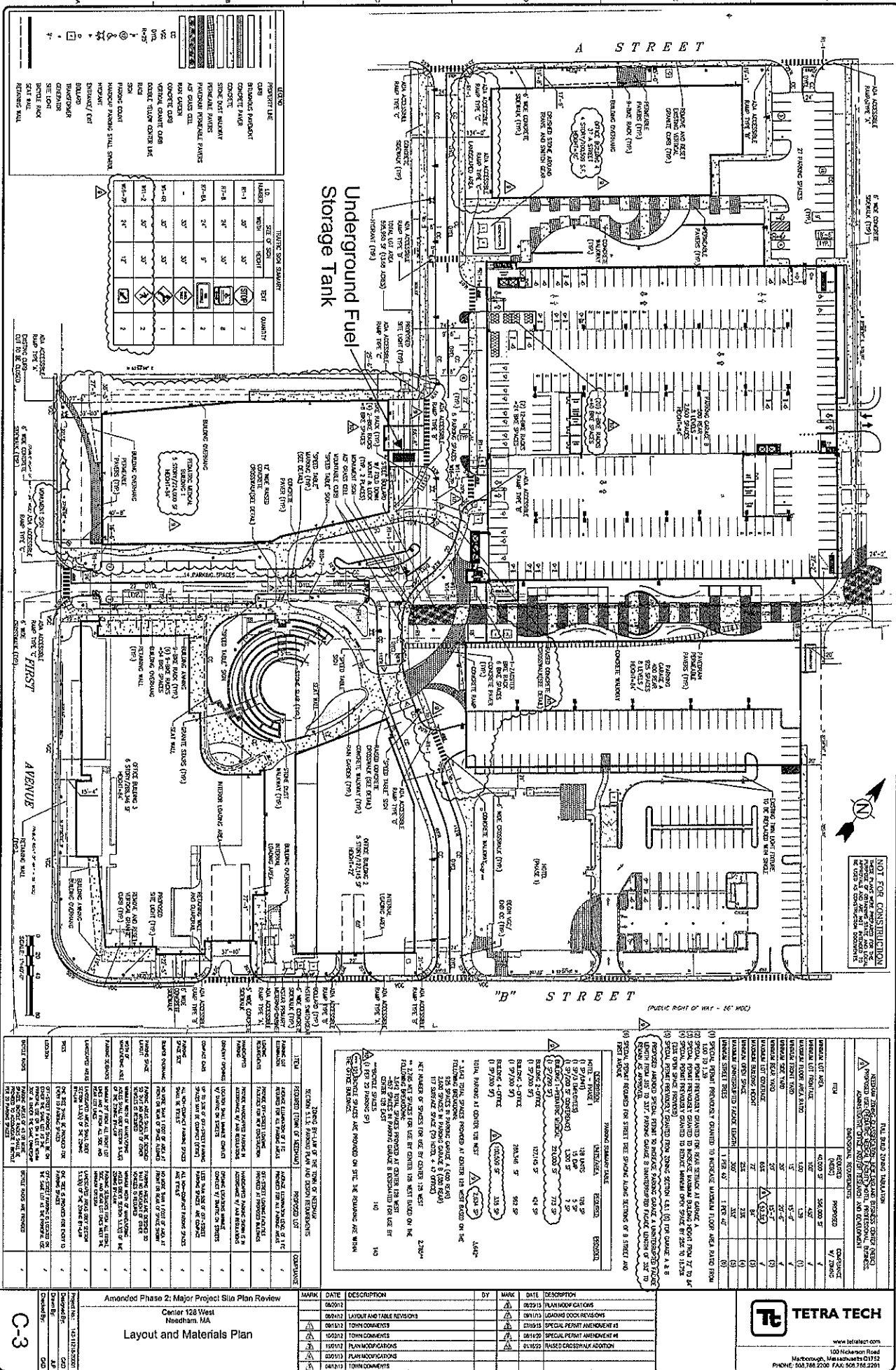
I, Thomas M. Conroy, Head of the Needham Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department

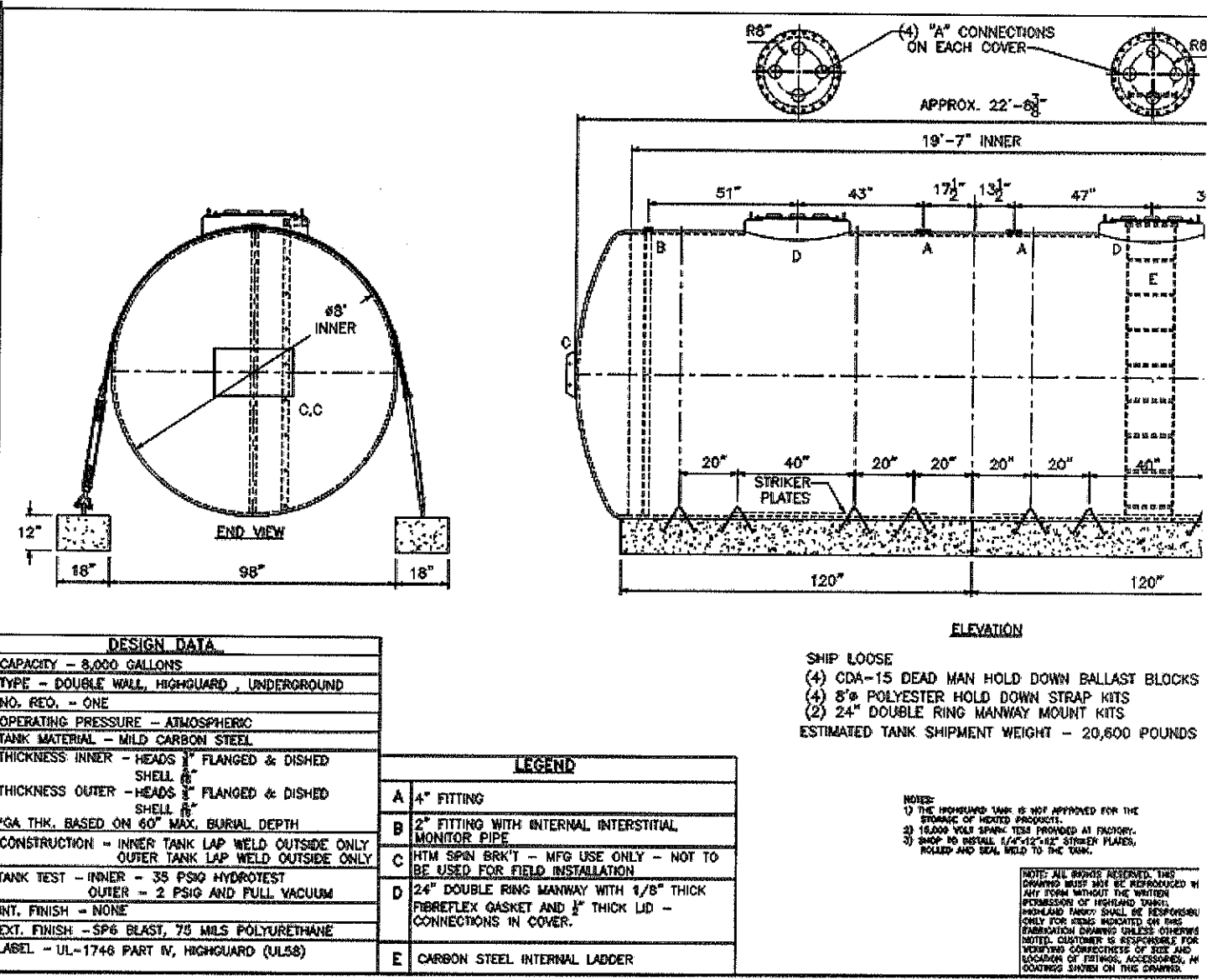
Date

Recommendations: _____



Julie Kelleher

From: Ronnie Gavel
Sent: Thursday, September 7, 2023 2:32 PM
To: Julie Kelleher
Subject: Please print



Sent from my iPhone

360 FIRST AVENUE

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/300.0-0028-0004.0	NORMANDY GAP-V DEVELOPMENT/NEEDHAM LL C/O BOSTON CHILDRENS HOSPITAL		300 LONGWOOD AVE - BCH3060	BOSTON	MA	02115-
199/300.0-0031-0000.0	NEEDHAM DEVELOPMENT CORP TR		116 HUNTINGTON AVE STE 600	BOSTON	MA	02116-
199/300.0-0011-0000.0	NEEDHAM EXPRESS LIMITED PARTNERSHIP		5404 WISCONSIN AVE SUITE 301	CHEVY CHASE	MD	20815-
199/300.0-0028-0002.0	NEEDHAM TRAVEL PROPERTY LLC		400 FIRST AVE	NEEDHAM	MA	02494-
199/300.0-0047-0000.0	CLAREMONT NEEDHAM SUITES LLC		ONE LAKESHORE CT	BRIDGEWATER	MA	02324-
199/300.0-0033-0000.0	DIGITAL FIRST AVENUE, LLC		128 FIRST AVENUE	NEEDHAM	MA	02494-
199/300.0-0028-0001.0	SXC NEEDHAM INN LLC	ATTN: SUSANNE WERNER	1985 CEDAR BRIDGE AVE STE 1	LAKEWOOD	NJ	08701-
199/300.0-0028-0003.0	NORMANDY GAP-V DEVELOPMENT/NEEDHAM LL C/O BOSTON CHILDRENS HOSPITAL		300 LONGWOOD AVE - BCH3060	BOSTON	MA	02115-
199/300.0-0014-0000.0	COCA COLA BOTTLING COMPANY OF	NEW ENGLAND INC	1 EXECUTIVE PARK DR. STE 330	BEDFORD	NH	03110-

LEGAL NOTICE



Town of Needham SELECT BOARD Notice of Fuel Storage License Public Hearing

Public Notice is hereby given that The Children's Hospital Corporation has made an application in accordance with the provisions of Chapter 148 of the Massachusetts General Laws, for a license to install one (1) 8,000-gallon underground diesel storage tank to serve the emergency generator at 360 1st Avenue, Needham, MA 02494.

Upon said application it is hereby ordered: That a Public Hearing be held at the office of the Select Board, Town Hall, 1471 Highland Avenue, Needham, MA on Tuesday, September 26, 2023 at 6:05 pm, in person and via Zoom at which time all persons interested may appear and be heard.

Use this link below to join the webinar: <https://us02web.zoom.us/j/83513916152?pwd=RnRubzhEelFVQkFSbGJKVm5La3VJdz09>

Webinar ID: 835 1391 6152 Password: 389812 Or Telephone: +1 (646) 558-8656

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

**Licensing Authority
Select Board**

Town of Needham Select Board

Policy Number:	SB-LIC-008
Policy:	Fuel Storage Application Procedures
Date Approved:	2/24/2004
Date Revised:	Reformatted 8/4/2015, Revised 11/22/2022
Approved:	

Policy:

Licenses, registrations, and permits for the storage of flammable or combustible fluids are granted in accordance with Massachusetts General Law, Chapter 148 and the Board of Fire Prevention Regulations. Local licensing boards have the authority to issue licenses for storage and sale of flammable products. Applications for the storage of flammable and combustible fluids are available from the Needham Fire Department.

I. Contextual Definitions

1. **Permit:** Permission granted by the Fire Chief allowing flammable or combustible fluids to be kept or stored. The Fire Chief records applications and permits.
2. **License:** Permission granted by the Select Board as Local Licensing Authority for the land (not an individual) for storage of flammable or combustible liquids (1,000 or more gallons) following a public hearing. Such permission, once granted, runs with the land regardless of change of ownership. Only one license may be issued to the land, but may be amended to reflect changes in quantity, condition, or restrictions, and may be revoked or suspended. The Select Board records applications, licenses, and maintains public hearing documentation. The propane tank, including all piping and equipment, shall meet federal, state, and local codes, regulations, specifications, and directives upon installation.
3. **Registration:** Acknowledgement certified by the Town Clerk of a flammable or combustible fluid storage license by the owner or occupant of the property for which the license was granted. The registration is renewed annually via the filing of a Certificate of Registration, which attests to continued use of the license. The Town Clerk maintains blank copies of Certificates of Registration and maintains record signed registrations.

II. General Requirements and Restrictions

1. The tank (to include all piping and equipment) and system shall meet all Federal, State, and local regulations, specifications, and directives at the time of installation.
2. For licenses, the owner/occupant of the land that holds the license shall file a

Certificate of Registration to the Town Clerk annually, on or before April 20th.

III. Application Process for Storage of Flammable and Combustible Fluids Permits and Licenses

1. The Applicant must request an application from the Fire Department and return it with a plot plan certified by a Registered Professional Engineer or Registered Land Surveyor. The plot plan shall include identification of all underground and aboveground utilities as well as water and sewer lines. The applicant is responsible for ensuring that all "Dig Safe" requirements are met prior to the installation of the tank(s).
2. The Fire Chief reviews and signs/approves the application and (if approved) grants the permit, informs the applicant, collects payment, and files a copy of the permit. If a license is not required, this is the final step in the application process.
3. If a license is required, the Fire Department will further inform the applicant, then forward the application to the Office of the Town Manager for review and scheduling of a public hearing before the Select Board.
4. The Office of the Town Manager will provide the applicant with the date and time of the public hearing, as well as a packet of information that the applicant must send to abutters via USPS Certified Mail. The packet of information will include the certified abutters list, mailing labels for abutters, and a copy of the legal notice published by the Select Board in a local newspaper prior to the hearing.
5. The applicant must return the certified mail receipts to the Office of the Town Manager no later than one business day prior to the public hearing, or risk having the public hearing delayed. The applicant is also responsible for payment of the legal advertisement, which will be billed directly by the publishing newspaper.
6. The applicant or designee must attend the public hearing.
7. If granted, the applicant will be provided a signed copy of the license, which they then must register with the Town Clerk along with a signed Certificate of Registration, who will also collect payment. If granted with restrictions, the application and license will be modified accordingly before issuance. If denied, the applicant will be provided written notice of denial. Should the meeting be continued by the Select Board without a decision being reached, the Office of the Town Manager will coordinate with the applicant to schedule the continued hearing.

Attachment: Certificate of Registration



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

MEETING DATE: 9/26/2023

Agenda Item	Public Hearing: Application for a Transfer of an All-Alcohol License – Latin-A Group, LLC d/b/a Latina Kitchen and Bar
Presenter(s)	Scott McCourt, LLC Manager – Metrowest Dining, LLC Ted Connolly, LLC Member – Metrowest Dining, LLC Thomas Griffin, LLC Manager – Metrowest Dining, LLC & Proposed Manager of Record

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Latin-A Group, LLC d/b/a Latina Kitchen and Bar has applied for the transfer of a Section 12 Restaurant All Alcoholic Beverages License at 30 Dedham Avenue, Needham, MA. The applicant is requesting the appointment of Thomas Griffin as Manager of Record.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: That the Board continue the public hearing relative to the Application for a Transfer of an All-Alcohol License – Latin-A Group, LLC d/b/a Latina Kitchen and Bar to Tuesday October 10th at 6:00 PM.
3.	BACK UP INFORMATION ATTACHED
	1. Receipt of Filing Payment to ABCC 2. ABCC Payment Monetary Transmittal Form 3. DOR Certificate of Good Standing (from current licensee) 4. DUA Certificate of Compliance (from current licensee) 5. Transfer Application 6. Manager Application 7. Vote of the Entity 8. Business Structure Document 9. Purchase and Sales Agreement 10. Legal Right to Occupy 11. Floor Plan 12. Advertisement 13. Abutters List 14. Additional Supporting Documents Submitted by Applicant



Phone: (617) 727-3040

95 Fourth Street, Suite 3, Chelsea, Massachusetts 02150

Payment Confirmation**YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT**

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



Transaction Processed Successfully.

INVOICE #: 53ebdbbb-b016-4d4d-ae7b-c8515d0f4ea3

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Metrowest Dining LLC	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Date Paid: 8/29/2023 12:16:56 PM EDT

Total Amount Paid: **\$204.70****Payment On Behalf Of**License Number or Business Name:
Metrowest Dining LLCFee Type:
FILING FEES-RETAIL**Billing Information**First Name:
ThomasLast Name:
GriffinAddress:
[REDACTED]City:
[REDACTED]State:
[REDACTED]Zip Code:
[REDACTED]Email Address:
[REDACTED]



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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

05064-rs-0770

ENTITY/ LICENSEE NAME

Metrowest Dining LLC

ADDRESS

30 Dedham Avenue

CITY/TOWN

Needham

STATE

MA

ZIP CODE

02492

For the following transactions (Check all that apply):

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

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

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



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

mass.gov/dor

Letter ID: L1196278560
Notice Date: August 21, 2023
Case ID: 0-002-142-239



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LATIN-A GROUP LLC
30 DEDHAM AVE
NEEDHAM MA 02492-3008

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Maura Healey
GOVERNOR

Kim Driscoll
LT. GOVERNOR



433499629

Lauren E. Jones
SECRETARY

Katie Dishnica
DIRECTOR

Latin-A Group LLC
Attn: Antonio De Trizio
218 Hillside Ave
Needham Heights, MA 02494-1301

EAN: 22140101
August 18, 2023

Certificate Id:73600

The Department of Unemployment Assistance certifies that as of 8/17/2023 ,Latin-A Group LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Katie Dishnica, Director

Department of Unemployment Assistance



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☐ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type
(§12 ONLY, e.g. "club" to "restaurant")

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

Application for a transfer of license/all alcoholic beverages restaurant in Needham, MA 02492 from Latin-A Kitchen and Bar, a 100-seat fine-dining restaurant including 10 bar seats. The transferee, The Common Room will feature an outstanding New American cuisine menu with an old school feel. We will be open 7 days a week for lunch and dinner. Attached summary of company.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises-12

§12 Restaurant

All Alcoholic Beverages

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number 05064-rs-0770

FEIN

92-3182422

Entity Name

Metrowest Dining LLC

DBA

The Common Room

Manager of Record

Thomas Griffin

Street Address

30 Dedham Avenue, Needham MA 02492

Phone

Email

Add'l Phone

Website

www.commonroomneedham.com

4. 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. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Premise: 30 Dedham Avenue, Needham, MA. Approximately 2940 sq. ft. retail space. Open concept space with kitchen, bar, and dining space in main level. Kitchen prep area in basement (1500 sq. ft.) Outdoor patio (700 sq. ft.) Floor plan incl'd.

Total Sq. Footage

3640 sq ft

Seating Capacity

128

Occupancy Number

190

Number of Entrances

2

Number of Exits

3

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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
Antonio De Trizio	Manager	50
Luma Marcaccio	Manager	50

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, 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
Thomas Griffin			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	21	☒ Yes ☐ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Scott McCourt			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	21	☒ Yes ☐ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
Alfred Zagami III			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	21	☐ Yes ☒ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No
Name of Principal	Residential Address	SSN	DOB
David Dragani			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	12	☐ Yes ☒ No	☒ Yes ☐ No
			MA Resident
			☒ Yes ☐ No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Heather McKay			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	20	☐ Yes ☒ No	☒ Yes ☐ No
MA Resident			☒ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Theodore Connolly			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	5	☐ Yes ☒ No	☒ Yes ☐ No
MA Resident			☒ Yes ☐ No

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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
David Dragani	Sec. 12	Bar 415, LLC	Brookline
Theodore Connolly	Pub Brewer/Sec 12	Irish Brewing Boston, Inc.	Norwood

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	
Theodore Connolly	Sec. 12	Centre Group LLC	
Thomas Griffin	Sec. 12	Centre Group LLC	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
Oct 8, 2020	Centre Group LLC	Newton	Suspension for underage drinking*
Jul 18, 2023	Centre Group LLC	Newton	Revocation for failure to communicate after sale*
			*see attached

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	200000
C. Other* (Please specify)	165000
D. Total Cost	365000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Thomas Griffin	\$150,000
Scott McCourt (MDS Protection Services Inc.)	\$100,000
Heather McKay (Wayland Kitchens and H&N Custom Homes)	\$80,000
Alfred Zagami, III	\$35,000
Total	\$365,000

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.

FINANCIAL INFORMATION

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

Bank statements from members evidencing funds contributed to LLC

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? yes



Please indicate what you are seeking to pledge (check all that apply) ☐ license

☐ Stock

☐ Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
1996	present	Owner/operator	Autimotive Buyer's Advantage	n/a
2018	2023	Manager	Brookline Dining Group, LLC	Manus Johnston
2017	2020	Owner/operator	Centre Group LLC	Derek Brady

D. PRIOR DISCIPLINARY ACTION

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

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
Oct 8, 2020	Centre Group LLC	MA	Newton	Suspension for underage drinking*
July 18, 2023	Centre Group LLC	MA	Newton	Revocation for failure to communicate after sale*

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

Manager's Signature Date

13. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

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

☐ Yes ☐ No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, 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

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D 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

13F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

*Thomas Griffin and Theodore Connolly were minority owners of Union Street Restaurant (Centre Group LLC) from 2017 to July 2020 (see attached transfer of interest). Ted was a passive investor and was not involved in the operations. Tom had some management responsibilities until July 2020 when both sold their membership interests. No violations accrued during that time. The remaining owners informed Tom and Ted that they had been removed from the license in 2020. They were informed that the restaurant closed in May 2023 and through this process just learned that the license was revoked at that time. Unfortunately, neither Tom nor Ted double checked that they had been removed from the ABCC license as they were told by the other owners of the Centre Group.

APPLICANT'S STATEMENT

I, Thomas Griffin the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Metrowest Dining 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:

Thomas Griffin

Date:

8/29/23

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of

Metrowest Dining 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

08/19/2023

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Thomas Griffin

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Thomas Griffin

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Thomas Griffin

(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, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001630799

1. The exact name of the limited liability company is: METROWEST DINING, LLC

2a. Location of its principal office:

No. and Street: 145 BONAD ROAD
 City or Town: CHESTNUT HILL State: MA Zip: 02467 Country: USA

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

No. and Street: 145 BONAD ROAD
 City or Town: CHESTNUT HILL State: MA Zip: 02467 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:

THE GENERAL CHARACTER OF THE BUSINESS IS TO CONDUCT GENERAL RESTAURANT BUSINESS INCLUDING SERVING FOOD AND BEVERAGES, AND TO CONDUCT ANY OTHER BUSINESS, OPERATION, OR ACTIVITY WHICH MAY BE LAWFULLY CARRIED ON BY A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: TED CONNOLLY
 No. and Street: 60 HIGHLAND STREET
 City or Town: DEDHAM State: MA Zip: 02026 Country: USA

I, TED CONNOLLY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	THOMAS GRIFFIN	145 BONAD ROAD CHESTNUT HILL, MA 02467 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

9. Additional matters:

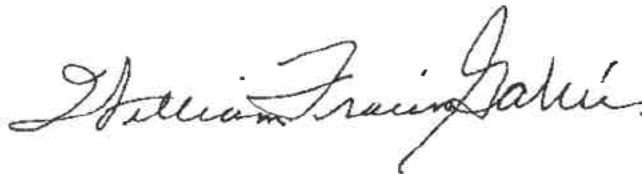
SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of January, 2023,
TED CONNOLLY

(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:

January 17, 2023 03:28 PM

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

PURCHASE & SALES AGREEMENT

AGREEMENT made this 12 day of August, 2023 by and

between LATIN-A GROUP LLC and Antonio De Trizio and Luma Marcaccio of 218 Hillside Ave., Needham, MA 02494, hereinafter referred to as the Seller, and

METROWEST DINING LLC of 145 Bonad Road, Chestnut Hill, MA 02467, hereinafter referred to as the Buyer.

WITNESSETH AS FOLLOWS:

WHEREAS, the Seller is the owner of certain equipment, stock in trade, fixtures and goodwill in and of the business known as

Latina Kitchen & Bar located at 30 Dedham Avenue, Needham, MA 02492.

WITNESSETH AS FOLLOWS:

WHEREAS, the Buyer desires to purchase the aforementioned business and related tangible and intangible property.

NOW, THEREFORE, the parties agree as follows:

1. Sale of Assets: The Seller agrees to sell, transfer, and deliver to the Buyer all of his right, title and interest in and to the assets, equipment, fixtures, and personal property as described in Exhibit A attached hereto and made a part hereof, of that certain business known as Latina Kitchen & Bar, together with the goodwill thereof and permit transfer to the extent allowed by law of all equipment, furniture, fixtures used for the business (provided removal will not damage the building), leasehold improvements, goodwill, intellectual property, inventory, alcoholic and non-alcoholic beverages, signage, telephone numbers, social media accounts, POS system and equipment, usernames and passwords, equipment leases, equipment warranties and all permits, licenses and approvals which are transferable, together with parts and accessories hereto and all other personal property

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hereinafter listed in a Bill of Sale from the Seller to the Buyer used in connection with the business (the "Property"). The consideration shall be the total consideration payable by the Buyer for each category of the assets as follows:

A) Furniture, fixtures, equipment and accessories	\$ 140,000.00
B) Goodwill and license	\$ 50,000.00
C) Non-competition	\$ 10,000.00
TOTAL	\$200,000.00

It is warranted that the Seller has good and marketable title to and owns outright all the business, furnishings, fixtures, equipment, as set forth in Exhibit "A" and to be transferred by the Seller to the Buyer under this Agreement, free and clear of all debts, liens and encumbrances.

2. Payment of Purchase Price:

The purchase price shall be paid to the Seller in the following manner:

- a) \$1,000.00 paid as a deposit on _____.
- b) \$19,000.00 to be paid as a further deposit upon the signing
of this document and to be held by the National
Restaurant Exchange in an Escrow account.
- c) \$180,000.00 bank or certified check or wire transfer at Closing:
- d) N/A

e) DEPOSITS:

All deposits are to be held in an escrow account by the National Restaurant Exchange. In the event of any disagreement between the parties, the BROKERS must retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER. In the event of a disagreement relative to the dispersal of escrow funds, all parties agree to submit the disagreement to an arbitrator associated with the Massachusetts Conveyancers Arbitration Association for binding arbitration.

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A disagreement shall be defined as the lack of instructions mutually given by all parties. The Broker shall retain the Deposit as payment of the commission due hereunder upon the transaction contemplated herein

3. Lease:

This Agreement is conditional upon Seller delivering to Buyer an assignment of the current lease prior to the Closing. It is further understood that this Agreement will be executed by both parties and is contingent upon landlord providing an assigned lease or an acceptable new lease. Buyer and Seller shall share equally in any fee due to the Landlord in connection with obtaining Landlord's consent to the assignment of the Lease.

4. Inventory:

On the date of the Closing (or the day prior to the Closing upon agreement of the parties hereto), Buyer and Seller shall conduct an inventory of all food, alcoholic and non-alcoholic beverages and dry goods (the "Inventory") on hand in the Premises and used in connection with the operation of Seller's restaurant and Buyer shall pay an amount, in addition to the Purchase Price, for the value of the Inventory on the date of the Closing.

5. Utility Deposits:

The Seller shall be reimbursed by the Buyer at the Closing for any and all deposits prepaid, specifically gas, electricity, cable, internet, and telephone, and in addition to other sums provided for in this Agreement.

6. Adjustments:

All prepaid rents, real estate taxes, sewer or water charges or fuel charges shall be apportioned or adjusted as of the date of the performance of this Agreement.

7. Existing Debt:

It is understood that as of the date of the Closing, all obligations and

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liabilities of the Seller, with respect to the business, are the sole obligation of the Seller and shall be paid in full prior to Closing, including all rent, additional rent and additional costs under the Seller's lease. Seller will provide Buyer with estoppel certificate from the Landlord demonstrating a zero balance.

8. Use of Purchase Money:

To enable the Seller to make conveyance herein provided, the Seller may at the time of the delivery of the Bill of Sale, use the purchase money, or any portion thereof, to clear title of any or all encumbrances or interests, provided that all instruments so procured are delivered at Closing or within a reasonable time thereafter.

9. Seller's Taxes and Representations:

The Seller agrees that the Seller will provide the Buyer with a CERTIFICATE OF GOOD STANDING to be issued by the taxing authorities of the Commonwealth of Massachusetts.

Seller warrants that it is the lawful owner in every respect of all of the Property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

The Seller represents that all financial statements and information provided to the Buyer are accurate and complete. The Seller further confirms that the business has been operated in compliance with all applicable laws and regulations and is not the subject of any lawsuits or government actions.

10. Acceptance of Bill of Sale:

Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or his nominee 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 express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

11. Intentionally Omitted.

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12. Inspections:

The Seller agrees that at the time physical possession of the premises is to be delivered to the Buyer, Buyer shall inspect all the Seller's equipment to determine that it is in good working order. Acceptance of the Bill of Sale from the Seller by the Buyer shall be deemed satisfaction of this clause. Prior to execution of the Bill of Sale, the Seller shall provide a complete list of furniture, fixtures and equipment that will be the subject of Buyer's inspection as well as any disclose any known issues with regards to the above, including, but not limited to, heating, air conditioning, plumbing, ventilation and electrical.

12 A. Buyer and Seller agree that Buyer's purchase is subject to and conditional upon the following:

Buyer shall have obtained all such permits, license, approvals, authorizations, variances, agreements and warranties from Federal, State and local governmental authorities, if any, which are necessary for the operation by the Buyer of the Restaurant after the Closing, including but not limited to all licenses required to conduct a full-restaurant business including the sale of food and liquor (collectively the "Approvals"). In connection thereof, Seller agrees to provide to Buyer within seven (7) days of the date of execution hereof copies of all Approvals required for operation of the Restaurant. Buyer shall use good faith and commercially reasonable efforts to obtain the Approvals. In the event that Buyer does not notify Seller of Buyer's inability to obtain the Approvals before 5:00 p.m. on January 5, 2024 (the "Approval Period"), it shall be conclusively presumed that Buyer has obtained the Approvals and the contingency contained in this Clause shall be deemed to be waived. In the event Buyer gives notice to Seller on or before 5:00 p.m. on January 5, 2024 of Buyer's inability to obtain the Approvals, then this Agreement shall automatically terminate and become null and void and without recourse to any party hereunder, and all deposits and any interest on such deposit shall be forthwith refunded to Buyer.

12. B Financial Statements and Compensation: Employees:

The Seller agrees to provide the previous two years of financial statements to Buyer as well as provide the payroll terms and employment agreements of

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current employees as well as ownership compensation to Buyer within fourteen (14) days after the execution of this agreement. The Buyer shall have three (3) business days to review the financial statements. Should Buyer deem the financial statements unsatisfactory, the agreement will terminate and all earnest money shall be returned. Buyer agrees to keep all financial information by Seller strictly confidential and agrees to return or destroy the same, as may be requested by Seller, upon termination of this Agreement. Buyer's obligation to keep such information confidential shall survive termination of this Agreement.

12 C. Termination by Breach:

If this Agreement shall terminate by reason of Buyer's breach of this Agreement, then Seller shall retain the Deposit as liquidated damages. If this Agreement shall terminate by reason of Seller's breach of this Agreement, then Buyer shall have the option of: (i) seeking specific performance of this Agreement; or (ii) receiving a refund of the Buyer's Deposit, in which case this Agreement shall be null and void and of no further force and effect.

13. Brokerage:

A Broker's fee for professional services of \$20,000.00 is due and payable from the Seller to the National Restaurant Exchange unless a separate written Agreement has been entered into prior to the Closing. As payment thereof, on the Closing Date, the National Restaurant Exchange may retain \$20,000.00 of the funds paid by Buyer towards the purchase price.

14. Broker as Party:

The Broker named herein, joined in the Agreement and becomes a party hereto, insofar as any provisions of effects of this Agreement expressly applies to them, and to any amendments or modifications of such provisions to which they agree in writing.

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15. Verification:

Upon the signing of this Agreement, Buyer shall be allowed 2 weeks to satisfy himself as to the gross sales of the business. Upon completion of the verification period, if Buyer is satisfied as to the business volume, both parties shall continue under the terms and conditions of this Agreement. If however, Buyer isn't so satisfied, then their Agreement shall become null and void and Buyer's deposit shall be refunded forthwith.

16. N/A

17. ;

Seller shall supply Buyer with a list of all current vendors and creditors. All of the creditors of the Seller, as of the Closing date, shall be paid by the Seller when the bills are due.

18. No Material Misstatements or Omissions:

The Seller or Broker have not made any material misstatements of fact in connection with this purchase.

19. Indemnification Agreement:

The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable. If the Buyer does not incur or sustain a loss, or is obligated to make any payment whatsoever for any obligation incurred by the Seller for which the Buyer has become liable, as enumerated herein, in addition to any other rights and remedies of the Buyer under the foregoing provision, the Buyer may, after thirty (30) days' written notice to the Seller, deduct any such amount from any amounts due to the Seller from the Buyer pursuant to the terms of the Promissory Note due the Seller unless Seller disputes such deduction by written notice to the Buyer within said thirty (30) day period, in which case

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said amount to be deducted shall be placed in a separate escrow account pending resolution of such dispute.

In the event that the parties are unable to resolve said dispute either party may submit said dispute to the American Arbitration Association, Boston, MA office, or such other arbitrator as may be agreed upon by the parties, for binding arbitration. Further, provided that written notice is given by the Buyer to the Seller, upon the Buyer learning of any claim made against the Buyer for which the Seller must indemnify the Buyer hereunder, the Buyer may make payments into a separate escrow account up to the amount of the claim which payments may remain in said account until such claim is finally resolved or until such claim is paid or settled in accordance with the Seller's instructions. Any amounts due to the Seller in excess of the claim shall be paid to the Seller in accordance with the terms of this Agreement.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustained by reason of any claims made against the Seller which are the obligation of the Buyer.

20. Right of Offset:

To the extent there is misrepresentation by the Seller hereunder, then the Buyer shall be entitled, in addition to all other remedies, to offset the cost of such misrepresentation against any amount due the Seller by the Buyer.

21. Training:

Seller agrees to work with the Buyer for a minimum of 40 hours after the Closing to train owner in the operations of the business and to teach Buyer how and where to make purchases and to introduce Buyer to customers and salesmen.

22. Insurance:

Seller shall keep in full force and effect one or more policies of insurance, insuring the Property until the Closing.

23. Escrow Monies:

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All deposits or down payments made by the Buyer relative to the purchase of the business described herein shall be held in an escrow account by the National Restaurant Exchange (Broker).

24. Extension of time of performance:

If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

25. Closing:

The closing of the transaction contemplated by this Agreement shall occur on the date that is five (5) days following the Approval Period (herein referred to as the "Closing Date" or "Day of Closing").

26. Construction of Agreement:

This Agreement shall inure to the benefit of and be binding upon the parties hereto and shall be governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon the parties' respective legatees, administrators, executors, legal representatives, successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as a sealed instrument this 12 day of August, 2023.

SELLER:
LATIN A GROUP LLC

BY  ANTONIO DETEZUO

ITS Manager


Luma M. Garcia
Manager

PURCHASER:
METROWEST DINING LLC

BY _____

ITS _____

**Exhibit A
Equipment List**

See attached.

EQUIPMENT		
	BAR AREA	QTY
1	2 CONTINENTAL APPROX 84" SOLID DOOR BACK BAR REFS/C	2
2	KEGCO 48" (4) TAP HEAD S/C DRAFT BEEF REF	1
3	(2) 24" COCKTAIL SINKS W/SODA LINES	1
4	(2) 24" S/S DISH RACK DRAIN STANDS	
5	(2) BAR SINKS	2
8	HOSHIZAKI MOD IM500SAA ICE MACHINE W/BIN	1
9	10 LEATHER PADDED BAR STOLLS	10
10	26 FABRICH SEAT & BACK STOOLS	26
11	18 LEATHER PADDED SEAT & BACK CHAIRS	18
12	RECLAIMED WOOD TABLES	27
12	PATIO FURNITURE (TABLES, CHAIRS, PROPANE HEATERS)	48
13	Wine Cellar	2
14	Bench and Host Station	1
14	1 Casadio Espresso Machine / 1 Bunn Coffee Machine / 2 Grinders	4
KITCHEN AREA		

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15	2 CUSTOM VULCAN 60" GAS RANGE W/FULL OVENS 6 BURNER RANGE W/36" FLAT GRIDDLE (2) REFRIGERATED DRAWS S/C REF (1) WITH 6 BURNERS	2
	18" BROILER FULL OVEN & REF S/C DRAWERS & SALAMANDER BROILER	1
19	PITCO MOD SG14 GAS FRYOLATOR	2
20	BLODGETT FULL SIZE GAS CONVENTION OVEN	1
21	ROTISOL FULL SIZE C/TOP BBQ ROTISSERIE ALL S/S	1
22	CONTINENTAL MEGA TOP S/C SANDWICH UNITS (1) 48" (1) 60"	1
22	CONTINENTAL MEGA TOP S/C SANDWICH UNITS (1) 48" (1) 60"	1
23	CONTINENTAL 72" 18 PAN S/C SANDWICH UNIT	1
24	CONTINENTAL 60" S/S WORK TOP REF W/4 DRAWS S/C	1
25	CONTINENTAL 60" S/S WORK TOP FREEZER	1
25	(2) 36"X60" SOLID WOOD MAPLE TOP WORK TABLES	2
25	CONTINENTAL 60" S/S WORK TOP FREEZER	1
26	24" S/S STAND	2
27	EKA C/TOP ELECT OVEN	1

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28	OMCAN 30 QT DOUGH MIXER W/ATTACH	1
29	1 SET S/S DRAIN BOARDS	
30	INKSINKERATOR S/S200 GARBAGE DISPOSAL	1
31	MOFFAT E-32 ELECTRIC CONVENTION OVEN	1
32	7'X30" W/4" BACKSPLASH MAPLE WOOD TOP TABLE	1
33	COOLER(2)DOOR S/S AVANTCO REF S/C	1
33	4 FREEZER (2) 2 DOORS (2) 1 DOOR& S/S AVANTCO REF S/C	4
35	R-2 ROBOT COUPE	1
36	2 MIRAGE C/TOP INDUCTION COOKERS	1
37	3 COMPT S/S KITCHEN SINK 24"X24" TUBS	1
38	5 CAMBRO INGRED BINS	5
39	3 FULL SIZE SHEET PAN RACKS	3
40	SHEET PANS	1
41	ALL KITCHEN UTENSILS	
42		
43	INSERTS	
44	CHINA	

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45	GLASSWARE	
46	LOT SECTIONS CHROME ERECR TA SHELVING	
47	MANY MORE ITEMS	

48 Toast devices: 5 screens, 8
printers, 1 cash drawer

49 iPad and sonos amplifier

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**Exhibit B
Proposed Bill of Sale**

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

For good and sufficient consideration of **two hundred thousand (\$200,000) dollars**, receipt of which is hereby acknowledged, the undersigned **LATIN A GROUP LLC** (hereinafter referred to as the "**Seller**") hereby sells, transfers and conveys to **Metrowest Dining LLC** (hereinafter referred to as the "**Buyer**") the following described personal property hereinafter referred to as the "**Property**":

All of the assets of the Latin A Restaurant as set forth in **Exhibit A** including without limitation, all equipment, furniture, fixtures used for the business (provided removal will not damage the building), leasehold improvements, goodwill, intellectual property, inventory, alcoholic and non-alcoholic beverages, signage, telephone numbers, social media accounts, POS system and equipment, usernames and passwords, equipment leases, equipment warranties and all permits, licenses and approvals which are transferable, located at the Premises located at 30 Dedham Avenue, Needham, Massachusetts, except excluding the following: all cash or cash equivalents on hand owned by Seller; all perishable food on hand; and such equipment or other assets subject to a lease or financing arrangement between Seller and third party.

Seller warrants that he/she is the lawful owner in every respect of all of the Property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

This Agreement binds Seller, his/her successors and assigns, to warrant and defend the title to all of the Property to Buyer, his/her successors and assigns, forever against every person lawfully claiming the Property or any part of it.

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SELLER TRANSFERS THE PROPERTY TO BUYER "AS IS" WITHOUT ANY WARRANTIES, EXPRESS, OR IMPLIED, AS TO THE CONDITION OF SUCH PROPERTY. BUYER REPRESENTS TO SELLER THAT BUYER HAS PERSONALLY INSPECTED THE PROPERTY AND ACCEPTS THE PROPERTY "AS IS."

Seller shall be responsible to remove all Excluded Assets from the facility on or prior to the date of Closing.

Dated: _____, 2023

LATIN A GROUP LLC

Metrowest Dining LLC


ANTONIO DE TEZUO

By:

By:

Its: Manager

Its:


Linda Manzano
Manager

CONDITIONAL ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE

This CONDITIONAL ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE, hereinafter sometimes referred to as "Assignment" has been entered and becomes effective on this _____ day of August, 2023, by and between Latin-A Group LLC, a Massachusetts Limited Liability Company, having a principal place of business at 218 Hillside Ave, Needham, MA 02494, hereinafter referred to as "Assignor" and Metrowest Dining, LLC, a Massachusetts Limited Liability Company, hereinafter referred to as "Assignee" whose principal place of business is located at 145 Bonad Road, Chestnut Hill, MA 02467.

and Stuart J. Rothman, Trustee of 934-948 Great Plain Avenue Nominee Trust, hereinafter referred to as "Lessor" whose principal place of business is located at 907 Massachusetts Avenue, Cambridge, Massachusetts 02139 and

Luma Marcaccio and Antonio De Trizio, individually, both of 218 Hillside Ave, Needham, MA 02494, individually and collectively, hereinafter referred to as "Guarantor".

Assignee, Assignor, Lessor and Guarantor shall be collectively referred to as the "Parties" or individually referred to as "Party".

Reference is hereby made to a certain lease agreement, a copy of which is attached hereto and incorporated herein and hereinafter referred to as "Lease", which Lease is dated May 15, 2019 by and between Assignor and Lessor for certain premises located at and know and numbered 948 Great Plain Avenue, Needham, Massachusetts as more particularly defined in the Lease, which leased premises are hereinafter referred to as the "Premises".

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept the assignment thereof; and

WHEREAS, Lessor is willing to consent to such assignment and assumption on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Assignment. Assignor, subject to and conditioned upon the terms hereinafter expressed, does hereby grant, bargain, sell, convey, transfer, set over, deliver and assign unto Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the Lease, including without limitation any amounts paid to Lessor on account of either a security deposit and/or last month's rent deposit, effective upon the satisfaction of all terms, conditions and expressions expressed herein, hereinafter referred to as the "Effective Date," provided, however, that any security deposit and/or last month's rent deposit so transferred from Assignor to Assignee shall be credited back to Assignor by Assignee on or before the Effective Date. The Effective Date shall be on or before January 10, 2024 at 12:00 Noon. Assignor hereby further agrees at any time and from

time to time, upon the request of Assignee and/or Lessor, to execute, acknowledge and deliver to Assignee and/or Lessor any and all such further instruments and assurances and to perform such further acts as may reasonably be required by Assignee and/or Lessor to more fully effectuate the assignment contemplated hereunder and/or confirm the terms expressed in this Assignment.

2. Assumption. Assignee hereby assumes and agrees to undertake and perform all of Assignor's duties, responsibilities and obligations accruing under the Lease from and after the Effective Date in accordance with all of the terms and conditions thereof.

3. Indemnification by Assignor. Other than the Lease Assumed Liabilities, Assignor hereby agrees to indemnify and hold Assignee and/or Lessor harmless from and against any loss, claim, damage, Lease obligation and/or breach, expense or injury (including reasonable attorneys' fees) for any matters arising or otherwise accruing under the Lease prior to the Effective Date hereof.

4. Indemnification by Assignee. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any loss, claim, damage, expense or injury (including reasonable attorneys' fees) for any matters arising or otherwise accruing with respect to the Lease from and after the Effective Date.

5. Consent. So long as Lessor is paid in full all amounts due under the Lease that have accrued or are otherwise owed on or before the Effective Date and all amounts expressly identified herein, including without limitation, fees and costs identified in paragraph seven (7) below and Lessor has received any and all such further instruments and assurances and to perform such further acts as may reasonably be required by Lessor to more fully effectuate this Assignment and/or confirm the terms expressed herein and Assignor has exercised Its "FIRST OPTION TERM" as more particularly set forth in the Lease, Lessor hereby consents to the assignment of Assignor's interest under the Lease, effective as of the Effective Date to Assignee; provided further, however, that this consent shall not be deemed to be consent to any further or subsequent assignment of the tenant's interest in, to and under the Lease.

6. Acknowledgements. Each of the parties acknowledge and agree as follows:

(a) A complete and accurate copy of the Lease (together with all Exhibits) is attached hereto and incorporated herein, which Lease and Exhibits along with this Assignment represent the entire understanding between Lessor and Assignee with respect to the leasing of the Premises and the Lease is in full force and effect.

(b) Except for those sums due and owing under the Lease that accrue after the date of Execution of this Assignment or as otherwise set forth in paragraph five (5) above, all basic rent due on or before the date of execution of this Assignment have been paid in full to Lessor.

(c) Except as otherwise set forth in paragraph five (5) above, as of the date Lessor executes this Assignment, there exists no defaults under the Lease, or breach of the terms thereof, which with the giving of notice, passage of time, or failure to cure would constitute an event of

default on the part of either Lessor, Assignor or Assignee except that Lessor has made this statement only to the best of his actual knowledge.

(d) Assignee agrees that it has inspected the premises described in the Lease and hereby agrees to take said premises "as is" in the condition existing upon the execution of this Assignment Agreement. It is understood and agreed between the Parties hereto that Assignee intends to perform certain construction work at the Premises, all of which shall be subject to and compliant with the provisions expressed in paragraphs 7 and 9 of the Lease. It is hereby agreed between Lessor and Assignee that in addition to and without limitation of the foregoing, Lessor will not unreasonably withhold approval of cosmetic work or the construction of a demising wall to separate the kitchen from the dining room but otherwise, any and all construction performed by Lessee shall be subject to Lessor's approval to be either granted or denied in Lessor's sole discretion with or without cause. Upon the execution of this Assignment, Assignee, at Its sole cost, expense and liability and subject always to the expressed terms of the Lease and this Assignment, shall commence and continue the diligent pursuit of (i) any and all building permits, approvals and authorizations necessary to perform the aforementioned construction that Assignee deems necessary to conduct its business at the Premises and (ii) any and all licenses, including without limitation, liquor license, from any local, municipal, state or federal authority required in connection therewith. In the event any such licenses, building permits, approvals or authorizations are not received by the Assignee on or before the Effective Date than any Party hereto shall have the option to terminate this Assignment by written notice to all other Parties, which notice must be received no later than the expiration of the second business day following the Effective Date (the "Termination Notice Date"). In the event of such termination this Assignment shall be considered null and void and no Party shall have any recourse against the other at law or in equity other than for (i) a breach of the terms of this Assignment or the Lease and/or (ii) those amounts due in connection with paragraph seven (7) of this Assignment Agreement. In the event no such Notice is received in accordance with this Section 6 (d) than any right to terminate hereunder shall be waived and such right to terminate shall be considered null and void and of no force or affect and Assignee shall be deemed to have forfeited and shall release unto Lessor without recourse any and all amounts deposited with Lessor hereunder.

(e) None of the provisions contained in this Assignment Agreement may be waived, changed or altered except by an instrument in writing signed by all Parties hereto.

(f) From and after the date of Execution of this Assignment Agreement, including without limitation, during the term of the Lease and any extensions thereof, Lessor shall have the right but not the obligation to inspect the Premises without notice in the event of an emergency and otherwise upon forty eight (48) hours notice by email in advance of Lessor's intended inspection.

7. Lessor's Costs and Fees. Assignee agrees to pay Lessor's costs and fees incurred in connection with this Assignment upon presentation of invoice therefore.

8. Successors and Assigns. This Assignment and Assumption of Lease shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

9. Assignee's Address for Notices. Assignee's address for notices shall be:

Metrowest Dining, LLC
145 Bonad Road
Chestnut Hill, MA 02467

10. As a condition precedent to the validity and enforceability of this Assignment, Assignee shall deposit with Lessor (i) on or before the date this Assignment Agreement is executed by the Parties hereto the sum of Five Thousand (\$5,000.00) Dollars to be applied to Assignee's security deposit as hereinafter described and (ii) on or before the Effective Date a sum equal to five (5) times the then current basic monthly rent less said Five Thousand (\$5,000.00) and (ii) on or before the Effective Date a last months rent deposit equal to the then current basic monthly rent, hereinafter collectively referred to as the "Deposits". In the event this Assignment is lawfully and timely terminated in accordance with paragraph 6 (d) above, such deposits less any amount owed in connection with paragraph seven (7) above will be returned to Assignee. It is hereby agreed between the Lessor and Assignee that so long as the assignment of lease contemplated hereunder becomes effective and enforceable by and against the Parties hereto, and provided always that Assignee is in full compliance with every term, obligation or condition (i) expressed herein and (ii) in the Lease during the two (2) years following the Effective Date, the amount required to be held as a security deposit shall be reduced to the sum of four (4) times the basic rent and subject always to the same terms and conditions hereinabove expressed, further reduced to two (2) times the basic monthly rent after four (4) years following the Effective Date. Lessor shall return the excess security deposit within thirty (30) days after each reduction and remainders shall be held as contemplated in the Lease.

11. Intentionally Omitted.

12. Notwithstanding any term, condition or obligation set forth in this Assignment, Guarantors shall remain liable under their Guaranty for every term, condition or obligation set forth in the Lease pursuant to said Guaranty during the period of time prior to the Effective Date, provided that no notice of termination has been received by either party by the Termination Notice Date, and shall thereafter remain liable for any matters that accrued prior to the Effective Date. In the event the assignment of lease contemplated hereunder fails to occur for any reason then in that event Guarantors shall remain liable under the terms of said Guaranty.

13. As a condition precedent to the assignment of Lease contemplated hereunder, on or before the Effective Date the individuals, being Scott McCourt of 181 Richdale Road, Neddham, MA. 02494 and Tom Griffin of 145 Bonad Road, Chestnut Hill, MA. 02467 shall execute, provide and deliver to Lessor a Lease Guaranty in the form attached hereto as Exhibit A on or before the Effective Date.

14. As a condition precedent to the assignment of Lease contemplated hereunder, on or before the Effective Date, Assignee shall provide and deliver to Lessor an insurance certificate and policy consistent with the provisions expressed in paragraph 9(d) of the Lease.

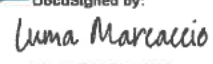
15. To the extent that any provision expressed in this Assignment is inconsistent with any provision expressed in the Lease, then the terms of this Assignment shall take precedence over the terms in the Lease.

16. No Party shall be contractually bound to this Assignment unless and until a fully executed copy of same is duly executed by all Parties thereto and such duly executed copy is delivered to Lessor and not otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

Latin-A Group LLC

DocuSigned by:

By: E34DF628F60A4E6...
Print Name: Luma Marcaccio
Title: Manager (Duly Authorized)

DocuSigned by:

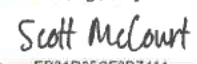
By: AB9B64E30E73488...
Print Name: Antonio De Trizio
Title: Manager (Duly Authorized)

ASSIGNEE:

Metrowest Dining, LLC

DocuSigned by:

By: 8D8FFA088F0848C...
Print Name: Tom Griffin
Title: Manager (Duly Authorized)

DocuSigned by:

By: EB91D36CF9B7444...
Print Name: Scott McCourt
Title: Manager (Duly Authorized)

LESSOR:

934-948 Great Plain Avenue Nominee Trust

By: _____

Print Name: Stuart J. Rothman,
Title: Trustee (Duly Authorized)

GUARANTORS:

DocuSigned by:
Luma Marcaccio
By: _____
E34DF528FC0A4E5...

Print Name: Luma Marcaccio

DocuSigned by:
[Signature]
By: _____
A8B884E30F73488

Print Name: Antonio De Trizio

EXHIBIT A TO LEASE ASSIGNMENT

GUARANTY

THIS GUARANTY is made and entered into this ___ day of 2023, by and between Scott McCourt of 181 Richdale Road, Needham, MA. 02494 and Tom Griffin of 145 Bonad Road, Chestnut Hill, MA. 02467 individually and collectively referred to as (“the **Guarantor**”) and Stuart J. Rothman, not individually but as Trustee of 934-948 Great Plain Avenue Nominee Trust, of 907 Massachusetts Avenue, 2nd Floor, Cambridge, MA. 02139 (the “**Landlord**”). In consideration of the Landlord’s giving, in its discretion, time, credit, lease, interest in real property or other accommodations to Metrowest Dining, LLC, a Massachusetts Limited Liability Company, whose principal place of business is located at 145 Bonad Road, Chestnut Hill, MA 02467 hereinafter referred to as (“**Obligor**”) the Guarantor agrees as follows:

1. **GUARANTY OF PAYMENT AND PERFORMANCE.** The Guarantor hereby guarantees to the Landlord the full and punctual payment when due (whether at maturity, by acceleration or otherwise), and the performance, of all liabilities, agreements and other obligations of the Obligor to the Landlord, whether direct or indirect, absolute or contingent, due or to become due, secured or unsecured, now existing or hereafter arising or acquired (whether by way of discount, letter of credit, lease, loan, overdraft or otherwise) arising under the Lease for the premises known and numbered 948 Great Plain Avenue (sometimes referred to as 30 Dedham Street), Needham, Massachusetts, which Lease is dated May 15, 2019 (the “**Lease**”), as the same may be amended, (the “**Obligations**”). Except for basic rent which shall be limited to the rent applicable to the then current year during the original or extended term of the Lease following the Effective Date, this Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance of the Obligations and not of their collectability only and is in no way conditioned upon any requirement that the Landlord first attempt to collect any of the Obligations from the Obligor or resort to any security or other means of obtaining their payment. Should any Obligor default in the payment or performance of any of the Obligations beyond applicable grace periods, the obligations of the Guarantor hereunder shall become immediately due and payable to the Landlord, without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the Landlord pursuant to the terms hereof on any number of occasions.

2. **GUARANTOR’ AGREEMENT TO PAY.** In addition to that which is set forth in the previous paragraph, the Guarantor further agrees to pay to the Landlord, on demand, all costs and expenses (including without limitation, court costs and reasonable legal expenses) incurred or expended by the Landlord in connection with the enforcement of this Guaranty, and costs of collections in connection with this Guaranty, together with interest on amounts recoverable from the Guarantor under this Section from the time such amounts become due until payment, at the rate per annum equal to 12%; provided that if such interest exceeds the maximum amount permitted to be paid without penalty under applicable law, then such interest shall be reduced to such maximum permitted amount.

3. WAIVERS BY GUARANTOR; LANDLORD'S FREEDOM TO ACT. The Guarantor agrees that the Obligations will be paid and performed strictly in accordance with their respective terms regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Landlord with respect thereto. Further, the Guarantor agrees that the Guarantor's obligations under this Guaranty shall be absolute and unconditional and shall remain in full force and effect until the Obligations shall have been indefeasibly paid in full. The Guarantor waives presentment, demand, protest, notice of acceptance, notice of Obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets of the Obligors, and all suretyship defenses generally and any defenses in the nature thereof. Without limiting the generality of the foregoing, the Guarantor agrees to the provisions of any instrument evidencing, securing or otherwise executed in connection with any Obligation and agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (i) the failure of the Landlord to assert any claim or demand or to enforce any right or remedy against the Obligors; (ii) any extensions or renewals of any Obligation; (iii) any rescissions, waivers, amendments or modifications of any of the terms or provisions of any agreement evidencing, securing or otherwise executed in connection with any Obligation; (iv) the substitution or release of any entity primarily or secondarily liable for any Obligation; (v) the adequacy of any rights the Landlord may have against any collateral or other means of obtaining repayment of the Obligations; (vi) the impairment of any collateral securing the Obligations, including without limitation the failure to perfect or preserve any rights the Landlord might have in such collateral or the substitution, exchange, surrender, release, loss or destruction of any such collateral; (vii) any "one action," "anti-deficiency" or other law which would otherwise prevent the Landlord from bringing any action, including any claim for a deficiency, or the exercise of any other right or remedy (including without limitation any right of setoff), against the Guarantor before or after the Landlord's commencement or completion of any foreclosure action, whether judicially, by exercise of a power of sale or otherwise; or (viii) any other act or omission which might in any manner or to any extent vary the risk of the Guarantor or otherwise operate as a release or discharge of the Guarantor, all of which may be done without notice to the Guarantor. Notwithstanding the above, nothing contained in this Section 4 shall be considered to be a waiver of any of the rights of the Guarantor or a variance of the any of the duties or obligations of the Landlord, which are prohibited from being waived or varied pursuant to the Uniform Commercial Code in effect in the Commonwealth of Massachusetts from time to time.

4. UNENFORCEABILITY OF OBLIGATIONS AGAINST OBLIGOR. If for any reason any Obligor has no legal existence or is under no legal obligation to discharge any of the Obligations, or if any of the Obligations have become irrecoverable from any Obligor by operation of law or for any other reason, this Guaranty shall nevertheless be binding on the Guarantor to the same extent as if the Guarantor at all times had been the principal obligor on all such Obligations. In the event that acceleration of the time for payment of the Obligations is stayed upon the insolvency, Bankruptcy or reorganization of any Obligor, or for any other reason, all such amounts otherwise subject to acceleration under the terms of any agreement evidencing, securing or otherwise executed in connection with any Obligation shall be immediately due and payable by the Guarantor.

5. **SUBROGATION; SUBORDINATION.** Until the payment and performance in full of all Obligations: (i) the Guarantor shall not exercise any rights against the Obligor arising as a result of payment by the Guarantor hereunder, by way of subrogation or otherwise, and will not prove any claim in competition with the Landlord or its affiliates in respect of any payment hereunder in Bankruptcy or insolvency proceedings of any nature; (ii) the Guarantor will not claim any set-off or counterclaim against the Obligor in respect of any liability of the Guarantor to the Obligor; and (iii) the Guarantor waives any benefit of and any right to participate in any collateral which may be held by the Landlord or any such affiliate except to the extent Guarantor controls the Obligor. The payment of any amounts due with respect to any indebtedness of the Obligor now or hereafter held by the Guarantor (other than amounts due as wages) is hereby subordinated to the prior payment in full of the Obligations; provided, however, to the extent the Obligors are not in default on the Obligations, each Obligor may continue and make, in the ordinary course, any payments due and owing to one or more Guarantor. The Guarantor agrees that after the occurrence of any default in the payment or performance of the Obligations, the Guarantor will not demand, sue for or otherwise attempt to collect any such indebtedness of the Obligor to the Guarantor (other than amounts due as wages) until the Obligations shall have been paid in full. If, notwithstanding the foregoing sentence, the Guarantor shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by the Guarantor as trustee for the Landlord and be paid over to the Landlord on account of the Obligations without affecting in any manner the liability of the Guarantor under the other provisions of this Guaranty.

6. **SECURITY; SETOFF.** The Guarantor grants to the Landlord, as security for the full and punctual payment and performance of the Guarantor's obligations hereunder, a continuing lien on and security interest in all securities or other property belonging to the Guarantor now or hereafter held by the Landlord and in all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Landlord to the Guarantor or subject to withdrawal by the Guarantor; and regardless of the adequacy of any collateral or other means of obtaining repayment of the Obligations, the Landlord is hereby authorized at any time and from time to time, without notice to the Guarantor (any such notice being expressly waived by the Guarantor) and to the fullest extent permitted by law, to set off and apply such deposits and other sums against the limited obligations of the Guarantor under this Guaranty, whether or not the Landlord shall have made any demand under this Guaranty and although such obligations may be contingent or unmatured.

7. **FURTHER ASSURANCES.** The Guarantor agrees that they will, from time to time at the request of the Landlord, provide to the Landlord such information relating to the business and affairs of the Guarantor as the Landlord may reasonably request. The Guarantor is presently informed of the financial condition of the Obligor and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Guarantor hereby covenants that he/she/they will continue to keep himself/herself/themselves informed of Obligor's financial condition and of all other circumstances which bear upon the risk of nonpayment. Absent a written request for such information by Guarantor to Landlord, Guarantor hereby waives their right, if any, to require Landlord to disclose to it any information which Landlord may now or

hereafter acquire concerning such condition or circumstances including, but not limited to, the release of or revocation by any other guarantor.

8. **EFFECT OF GUARANTY.** This Guaranty shall remain in full force and effect until the payment and performance of all Obligations. This Guaranty shall continue to be effective or be reinstated, if at any time any payment made or value received with respect to an Obligation is rescinded or must otherwise be returned by the Obligor upon the insolvency, Bankruptcy or reorganization of the Obligor, or otherwise, all as though such payment had not been made or value received.

9. **SUCCESSORS AND ASSIGNS.** This Guaranty shall be binding upon the Guarantor, and their respective heirs, legal representatives, executors, administrators, successors and assigns, and shall inure to the benefit of and be enforceable by the Landlord and its successors, transferees and assigns. Without limiting the generality of the foregoing sentence, the Landlord may assign or otherwise transfer the Lease evidencing, securing or otherwise executed in connection with the Obligations, or sell participations in any interest therein, to any other person or entity, and such other person or entity shall thereupon become vested, to the extent set forth in the agreement evidencing such assignment, transfer or participation, with all the rights in respect thereof granted to the Landlord herein.

10. **MULTIPLE GUARANTOR.** The Guarantors agree to the following: (a) the obligations, covenants, warranties and representations of each of the undersigned Guarantors, shall be joint and several; (b) the granting of a written release of liability of less than all of the Guarantor shall be effective with respect to the liability of only those specifically so released, but shall in no way affect the liability hereunder of any guarantor not so released; and (c) the Guarantor waives any right to require the Landlord to proceed against any other guarantor. Any prior or subsequent guaranty to the Landlord shall not be deemed to be in lieu of or to supersede or terminate this Guaranty, but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided herein.

11. **WARRANTIES AND REPRESENTATIONS.** The Guarantor hereby warrants and represents to the Landlord that any and all financial statements and other financial data which have previously been furnished to the Landlord with respect to the Guarantor are true and correct in all material respects, fairly, completely and accurately representing the financial condition of the Guarantor; there are no legal proceedings, material claims or demands pending against, or to the best of Guarantor's knowledge, threatened against the Guarantor or any of the Guarantor's assets; there are no federal or state tax liens filed or threatened against the Guarantor or any of the Guarantor's assets; and the Guarantor is not in default or claimed default under any agreement for borrowed money.

12. **AMENDMENT AND WAIVERS.** No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall be effective unless the same shall be in writing and signed by the Landlord. No failure on the part of the Landlord to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall

any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

13. **NOTICES.** All notices and other communications called for hereunder shall be made in writing and, unless otherwise specifically provided herein, shall be deemed to have been duly made or given when delivered by hand or mailed first class mail postage prepaid or, in the case of telegraphic or telexed notice, when transmitted, answer back received, addressed to the parties at their respective addresses set forth above or by any other lawful means.

14. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OF ANY KIND WHATSOEVER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS GUARANTY, ANY DOCUMENT RELATED HERETO OR THE RELATIONSHIPS ESTABLISHED THEREUNDER.

15. **CONSENT TO JURISDICTION.** The Guarantor agree that any suit for the enforcement of this Guaranty may be brought in the courts of the Commonwealth of Massachusetts or any Federal Court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Guarantor by mail or in any lawful manner at the address specified herein. The Guarantor hereby waive any objection that it may now or hereafter have to the venue of any such suit or any such court or based on such suit having been brought in an inconvenient court.

16. **GOVERNING LAW.** All rights, duties and remedies of the parties hereto shall be governed as to interpretation, validity, effect and enforcement, and in all other respects, by the law of the Commonwealth of Massachusetts.

17. **MISCELLANEOUS.** This Guaranty constitutes the entire agreement of the Guarantor with respect to the matters set forth herein. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or any other agreement, and this Guaranty shall be in addition to any other guaranty of the Obligations. The invalidity or unenforceability of any one or more sections of this Guaranty shall not affect the validity or enforceability of its remaining provisions. Captions are for the ease of reference only and shall not affect the meaning of the relevant provisions. The meanings of all defined terms used in this Guaranty shall be equally applicable to the singular and plural forms of the terms defined.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed under seal on the day of July 2023.

Scott McCourt, Guarantor

Tom Griffin, Guarantor

COMMONWEALTH OF MASSACHUSETTS

NORFOLK , ss.

2023

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Scott McCourt, proved to me through satisfactory evidence of identification, being a Massachusetts Driver's License, to be the person whose name is signed on the preceding page and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

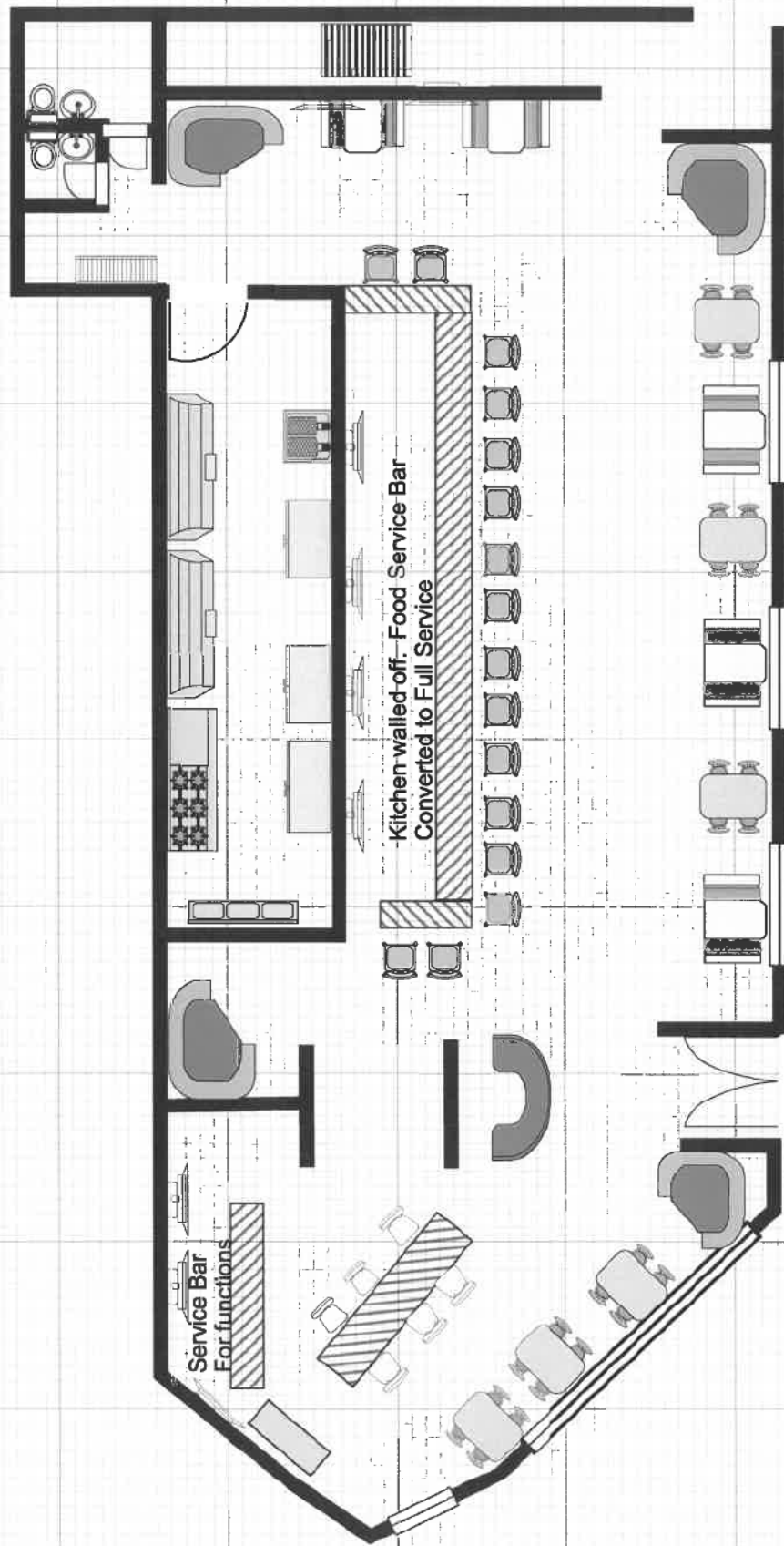
COMMONWEALTH OF MASSACHUSETTS

NORFOLK.

2023

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Tom Griffin, proved to me through satisfactory evidence of identification, being a Massachusetts Driver's License, to be the person whose name is signed on the preceding page and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:





TABLES:
(4) at 32" w x 48" x 30" h
(6) at 32" w x 24" x 30" h

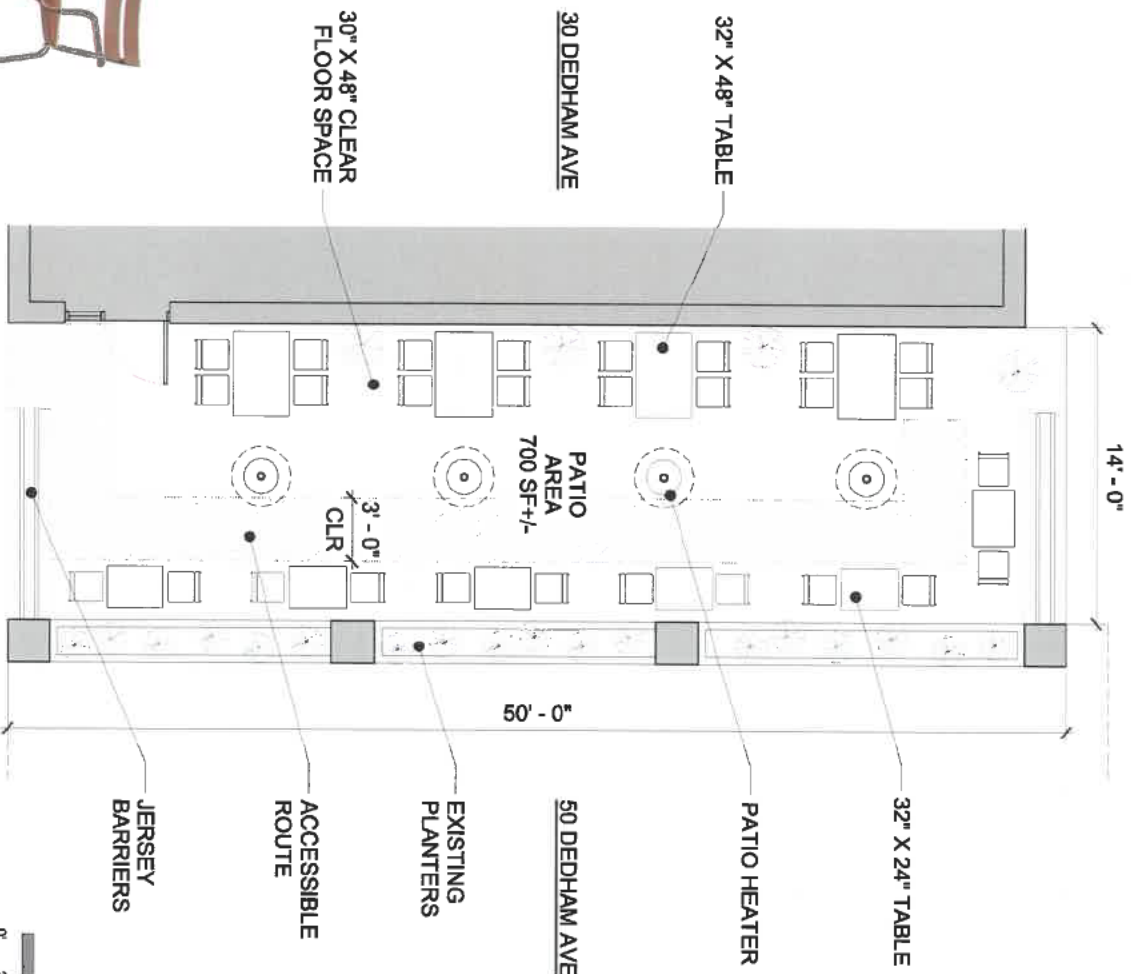
CHAIRS
(28) at 16" w x 17" x 32.5" h



OUTDOOR SEATING PLAN

Latina

LATINA KITCHEN + BAR / 30 DEDHAM AVE, NEEDHAM MA



DEDHAM AVE.



2/10/2022



reMake
Design



47 Napa Road
Brookline, MA 02446
617.733.8733

LEGAL NOTICE



Town of Needham SELECT BOARD Application for a Transfer of Alcoholic Beverages License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Latin-A Group, LLC dba Latina Kitchen and Bar, Antonio De Trizio, Manager, has applied for the transfer of a Section 12 Restaurant, All Alcoholic Beverages License at 30 Dedham Avenue, Needham to Metrowest Dining LLC dba The Common Room, Thomas Griffin, Proposed Manager.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 26th day of September 2023 at 6:15 PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Use this link below to join the webinar: <https://us02web.zoom.us/j/83513916152?pwd=RnRubzhEelFVQkFSbGJKVm5La3VJdz09>

Webinar ID: 835 1391 6152 Password: 389812 Or Telephone: +1 (646) 558-8656

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

**Licensing Authority
Select Board**

**30 DEDHAM AVENUE
300 FEET ALL ABUTTERS**

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
199/047.0-0001-0000.0	QUINNAN, JOSEPH P		888 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/047.0-0002-0000.0	ATB REALTY LLC		2867 BANYAN BLVD CIR NW	BOCA RATON	FL	33431-
199/047.0-0003-0000.0	ALPHI LLC		596 CENTRAL AVE	NEEDHAM	MA	02492-
199/047.0-0004-0000.0	TOMMASINO, ROBERT C, TR		907 MASSACHUSETTS AVE	CAMBRIDGE	MA	02139-
199/047.0-0005-0000.0	COX, GILBERT W. JR. TR	COX REALTY TRUST	60 DEDHAM AVE	NEEDHAM	MA	02492-
199/047.0-0008-0000.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/047.0-0009-0000.0	BELIBASAKIS, EMMANUEL G. &	BELIBASAKIS, IRENE	92 SUTTON RD	NEEDHAM	MA	02492-
199/047.0-0038-0000.0	BRIGGS, GRAHAM R. + JANE C., TRS		45 HOOVER RD	NEEDHAM	MA	02494-
199/047.0-0039-0000.0	HEALY, MARTHA M		81 DEDHAM AVE	NEEDHAM	MA	02492-
199/047.0-0040-0000.0	EVANS, JAMES R. & STECKLOFF, JILLIAN		73 DEDHAM AVE	NEEDHAM	MA	02492-
199/047.0-0041-0000.0	BROMLEY-NEEDHAM LLC		57 DEDHAM AVE	NEEDHAM	MA	02492-
199/047.0-0042-0000.0	FIRST PARISH IN NEEDHAM - UNITARIAN		23 DEDHAM AVE	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 TR	11 DEER PATH LN	MIRROR LAKE	NH	03853-
199/047.0-0062-0000.0	SIMON II ASSOCIATES LIMITED PARTNERSHIP		10 NEWBURY ST	BOSTON	MA	02116-
199/047.0-0063-0000.0	SIMON II ASSOCIATES LLC		10 NEWBURY ST	BOSTON	MA	02116-
199/047.0-0064-0000.0	KAPOOR, SORABH TR	GREAT PLAIN ACQUISITIONS LLC	2 ELIOT ST #2	JAMAICA PLAIN	MA	02130-
199/047.0-0065-0000.0	FIRST OF MANY, LLC		P.O. BOX 85	EAST WALPOLE	MA	02032-
199/047.0-0066-0000.0	KATZ, JEFFREY A. & GARY M., TRUSTEES,	AJ REALTY TRUST	PO BOX 920206	NEEDHAM	MA	02492-
199/047.0-0067-0000.0	KATZ, JEFFREY A. & GARY M., TRUSTEES	AJ REALTY TRUST	PO BOX 920206	NEEDHAM	MA	02492-
199/047.0-0089-0000.0	50 DEDHAM AVE LLC		93 FISHER AVE	BROOKLINE	MA	02445-
199/050.0-0022-0000.0	1478 HIGHLAND AVENUE CO., LLC	REAL ESTATE TAX DEPARTMENT	PO BOX 1159	DEERFIELD	IL	60015-
199/050.0-0024-0000.0	EIP PICKERING STREET LLC		PO BOX 1083	HICKSVILLE	NY	11802-1083
199/050.0-0025-0000.0	SULLIVAN, JAMES M, TRUSTEE		78 HANCOCK ST	BRAINTREE	MA	02184-0918
199/050.0-0026-0000.0	S-BNK NEEDHAM CENTRE, LLC		961 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/050.0-0027-0000.0	935 GREAT PLAIN AVENUE LLC		78 HANCOCK ST	BRAINTREE	MA	02184-
199/050.0-0028-0000.0	HARTMAN, FREDERICK M TR	FAK NEEDHAM REALTY TRUST	919 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/050.0-0030-0000.0	905 GREAT PLAIN AVENUE LLC	C/O THE MAKIN GROUP INC	7 HARVARD ST	BROOKLINE	MA	02445-
199/050.0-0031-0002.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/051.0-0001-0000.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492-
199/040.0-0064-0000.0	FIRST CHURCH OF CHRIST SCIENTIST		870 GREAT PLAIN AVE	NEEDHAM	MA	02492-
199/040.0-0061-0000.0	FIRST BAPTIST CHURCH		858 GREAT PLAIN AVE	NEEDHAM	MA	02492-

The Common Room

Summary

"The Common Room" is a family-friendly restaurant and catering business in Needham, Massachusetts, designed to provide a casual, welcoming space for patrons of all ages to gather, socialize, watch sporting events while enjoying great food at a good value. The partners behind "The Common Room" bring over 40 years of combined experience in the restaurant industry and have strong connections to the local community.

Company Description

The Common Room is a restaurant and catering business focused on delivering a welcoming atmosphere, exceptional service, and high-quality comfort food made from fresh, locally sourced ingredients. The founding partners with 40 years of combined experience in the restaurant industry, are dedicated to creating a space where neighbors can meet and form lasting friendships while supporting local community groups such as first responders, town employees and civic groups.

The Common Room is poised to become a staple in Needham, Massachusetts, filling a growing need for a family-friendly, community-oriented gathering place. With strong connections to the local community, an emphasis on supporting first responders and town employees, and a wealth of experience in the restaurant industry, the partners behind The Common Room are confident in their vision of creating a vibrant space where neighbors can meet and form lasting bonds.

Through careful planning, strategic marketing, and a focus on delivering exceptional customer experiences, **The Common Room** will become "**The Place to Meet**" in Needham.

RECORD OF MEMBERSHIP INTEREST TRANSFER BETWEEN MEMBERS

DATE: 7/13/2020

This note is to document an agreement to transfer share in Membership Interest in Centre Group llc ("the LLC") from a Member to a "Permitted Transferee" as defined in the LLC's Operating Agreement.

Transfer Agreement

Theodore Connolly (Seller), a Member of the LLC, has agreed to transfer 7.5 % Membership Interest in the LLC to Derek Brady (Buyer), also a Member of the LLC for the sum of \$ 26,250.00.

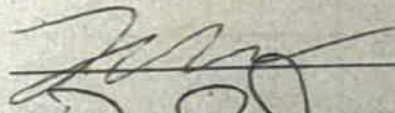
Member	Interest % before transfer	Interest % after transfer
Seller	7.5	0
Buyer	42.5	50

Both parties to this agreement acknowledge that:

- all transfers in ownership interest in the LLC are subject to approval by the Licensing Board for the City of Boston and the Massachusetts Alcoholic Beverages Control Commission, and that
- all transfers in ownership interest in the LLC must be acknowledged by the LLC at a Member meeting and recorded in the records of the LLC to become effective, and that
- they have had the opportunity to review the records of the LLC including the tax records, profit & loss, balance sheet, and the LLC's resolutions on Membership Interest and allocation of profits and losses, and that
- they have had the opportunity to consult tax advisors regarding the federal and state tax implications of Membership Interest transfers.

Seller waives any rights to future distributions, or allocations of profits or losses, or distributions of any kind from the LLC for the portion of Membership Interest transferred due to this agreement, as of the date first written above.

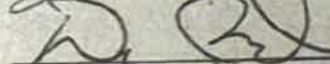
Seller



Date:

7/14/20

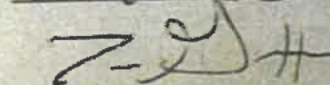
Buyer



Date:

7/13/20

Witness



Date

7/14/20

**RECORD OF MEMBERSHIP INTEREST TRANSFER
BETWEEN MEMBERS**

DATE: 7/13/2020

This note is to document an agreement to transfer share in Membership Interest in Centre Group llc ("the LLC") from a Member to a "Permitted Transferee" as defined in the LLC's Operating Agreement.

Transfer Agreement

Thomas Griffin (Seller), a Member of the LLC, has agreed to transfer 7.5% Membership Interest in the LLC to Derek Brady (Buyer), also a Member of the LLC for the sum of \$ 26,250.00.

Member	Interest % before transfer	Interest % after transfer
Seller	7.5	0
Buyer	42.5	50

Both parties to this agreement acknowledge that:

- all transfers in ownership interest in the LLC are subject to approval by the Licensing Board for the City of Boston and the Massachusetts Alcoholic Beverages Control Commission, and that
- all transfers in ownership interest in the LLC must be acknowledged by the LLC at a Member meeting and recorded in the records of the LLC to become effective, and that
- they have had the opportunity to review the records of the LLC including the tax records, profit & loss, balance sheet, and the LLC's resolutions on Membership Interest and allocation of profits and losses, and that
- they have had the opportunity to consult tax advisors regarding the federal and state tax implications of Membership Interest transfers.

Seller waives any rights to future distributions, or allocations of profits or losses, or distributions of any kind from the LLC for the portion of Membership Interest transferred due to this agreement, as of the date first written above.

Seller

T. Griffin

Date: 7/14/20

Buyer

D. Brady

Date: 7/13/20

Witness

[Signature]

Date: 7/14/20



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

MEETING DATE: 9/26/2023

Agenda Item	DPW Feasibility Study
Presenter(s)	Hank Haff, Director Building Design & Construction Carys Lustig, Director of Public Works Shane Mark, Assistant Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Staff and the project consultant will provide a recommendation to the Select Board on the preferred of the four design options studied for the Needham DPW Feasibility Study.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggestion Motion: That the Select Board designate Option Four as the preferred design option relative to the 2023 DPW Feasibility Study.
3.	BACK UP INFORMATION ATTACHED
	a. DPW Feasibility Study - Slide Deck



TOWN OF
NEEDHAM
MASSACHUSETTS

DPW Complex Feasibility Study

SEPTEMBER 12, 2023





AGENDA

01

Completed Information Previously Reviewed

02

Concepts and Phasing

03

Present Day Costs

04

Next Steps

05

Questions & Discussion



AGENDA

01

Completed Information Previously Reviewed

02

Concepts and Phasing

03

Present Day Costs

04

Next Steps

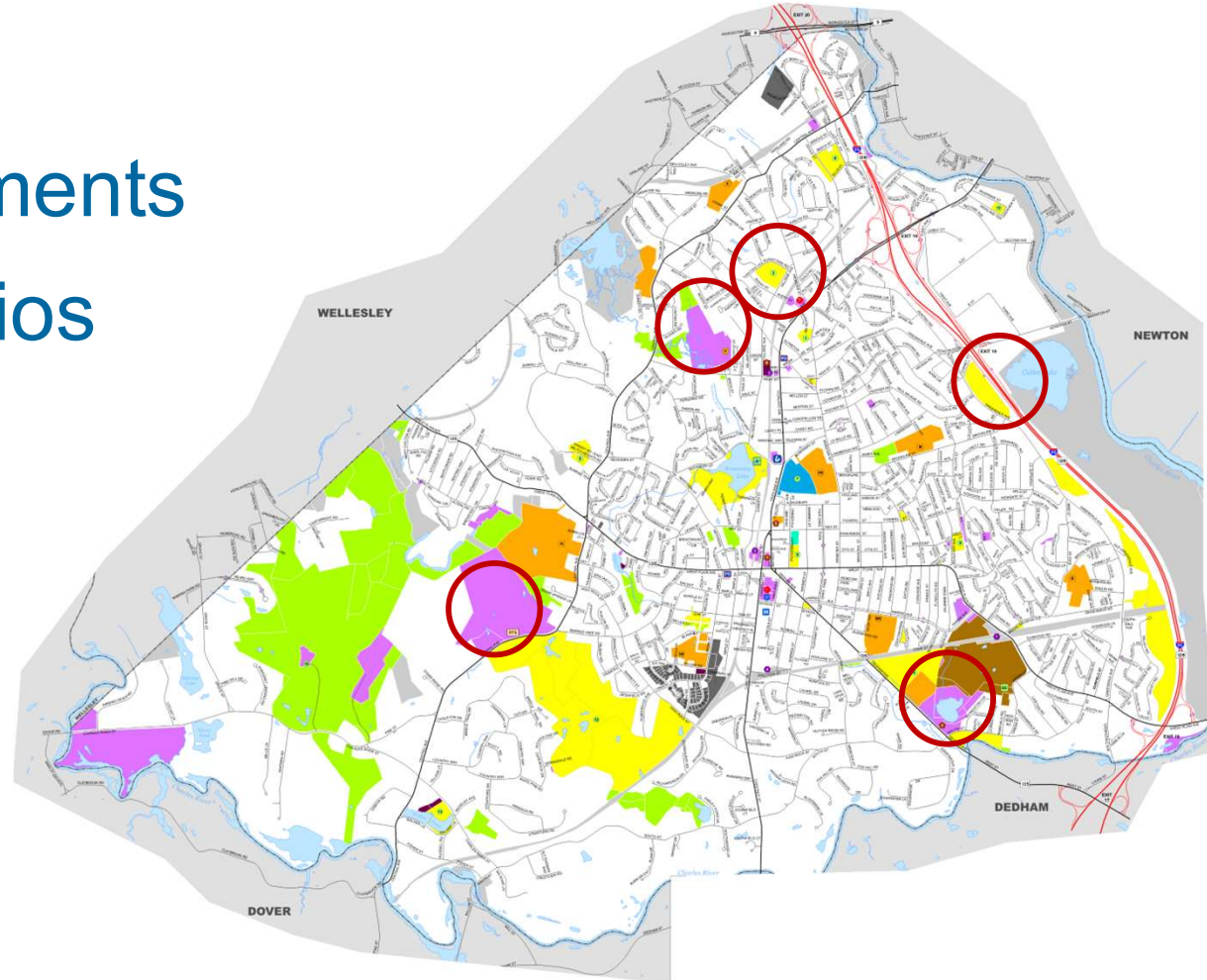
05

Questions & Discussion

Tasks Completed To Date

COMPLETED
INFORMATION

- ✓ Space Needs
- ✓ Building Assessments
- ✓ Potential Scenarios
- ✓ Site Selection
- ✓ Test Fits



Recent Flooding at 470 Dedham Ave

COMPLETED
INFORMATION



Dedham Ave had 3" of rain in 1.5 hours



Flooding occurred on August 8, 2023



AGENDA

01

Completed Information Previously Reviewed

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03

Present Day Costs

04

Next Steps

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Questions & Discussion



AGENDA

01

Completed Information Previously Reviewed

02

Concepts and Phasing

03

Present Day Costs

04

Next Steps

05

Questions & Discussion

User Groups Scenarios

CONCEPTS & PHASING

Option 1 - Consolidated

470 DEDHAM AVE

Fleet Maintenance
Water Sewer Drains
Highway
Parks & Forestry
Wash Bay

Option 2 - Campus

PARCEL 74

Highway
Parks & Forestry

Option 3 - Campus

HILLSIDE SCHOOL

Highway
Parks & Forestry

Option 4 - Campus

COGSWELL BUILDING

Fleet Maintenance

470 DEDHAM AVE

Water Sewer Drains
Highway
Parks & Forestry
Wash Bay

470 DEDHAM AVE

Fleet Maintenance
Water Sewer Drains
Wash Bay

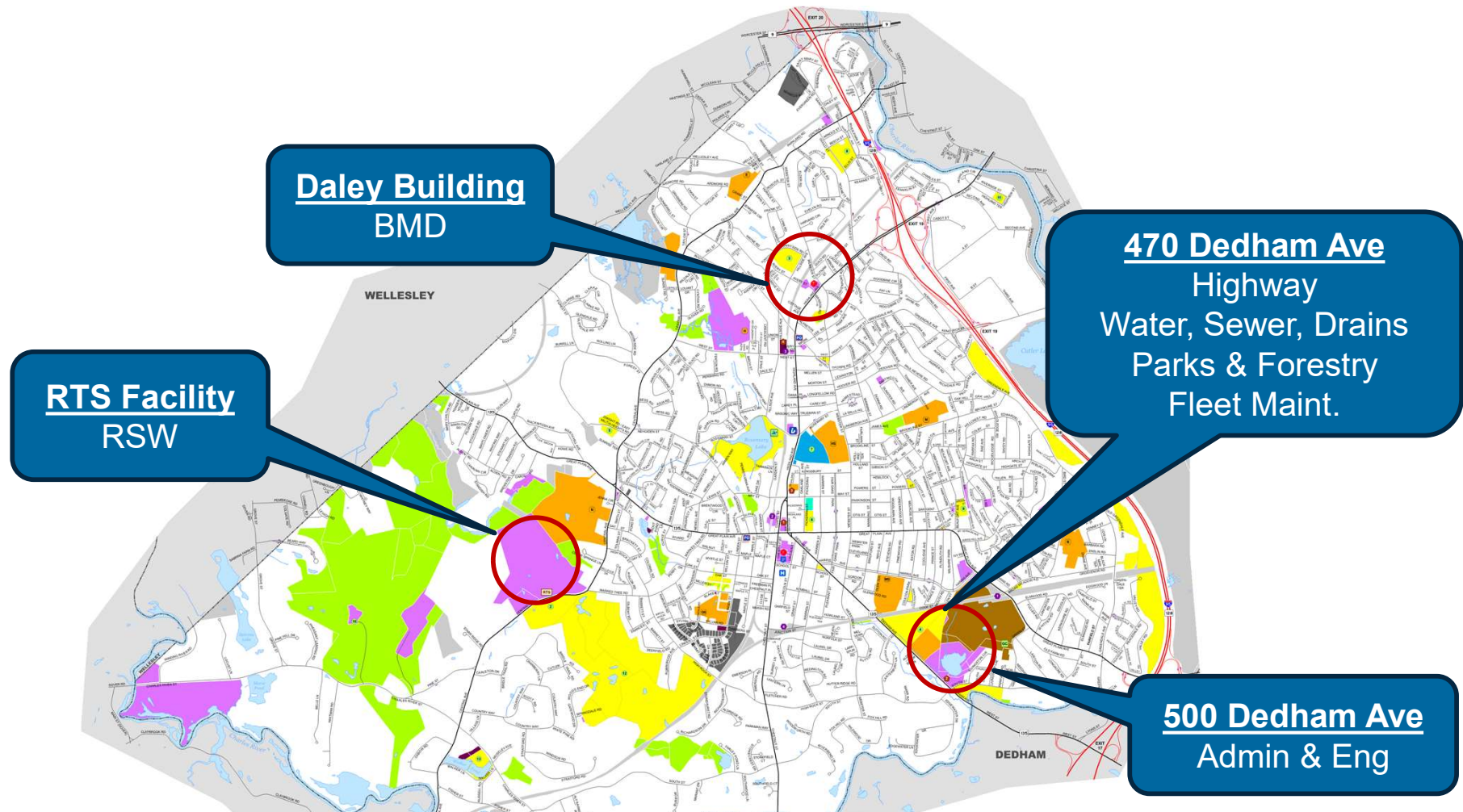
500 DEDHAM AVE → DPW Admin, Engineering, and Superintendents to remain

RECYCLING TRANSFER STATION → Recycling & Solid Waste to remain

DALEY BUILDING → Building Maintenance Division to remain

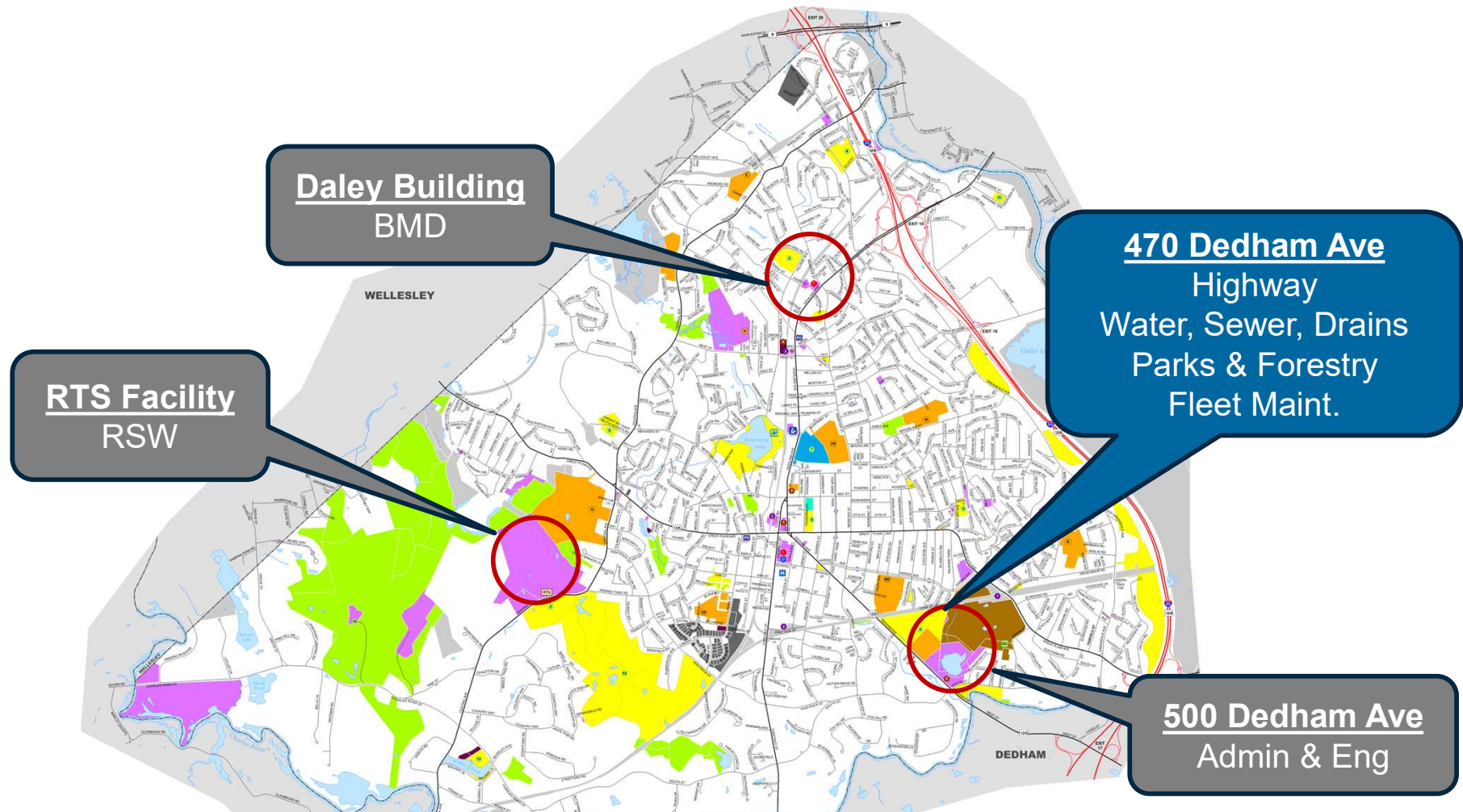
Option 1 - Consolidated

CONCEPTS & PHASING



Option 1 - Consolidated

CONCEPTS & PHASING



Option 1 - Consolidated

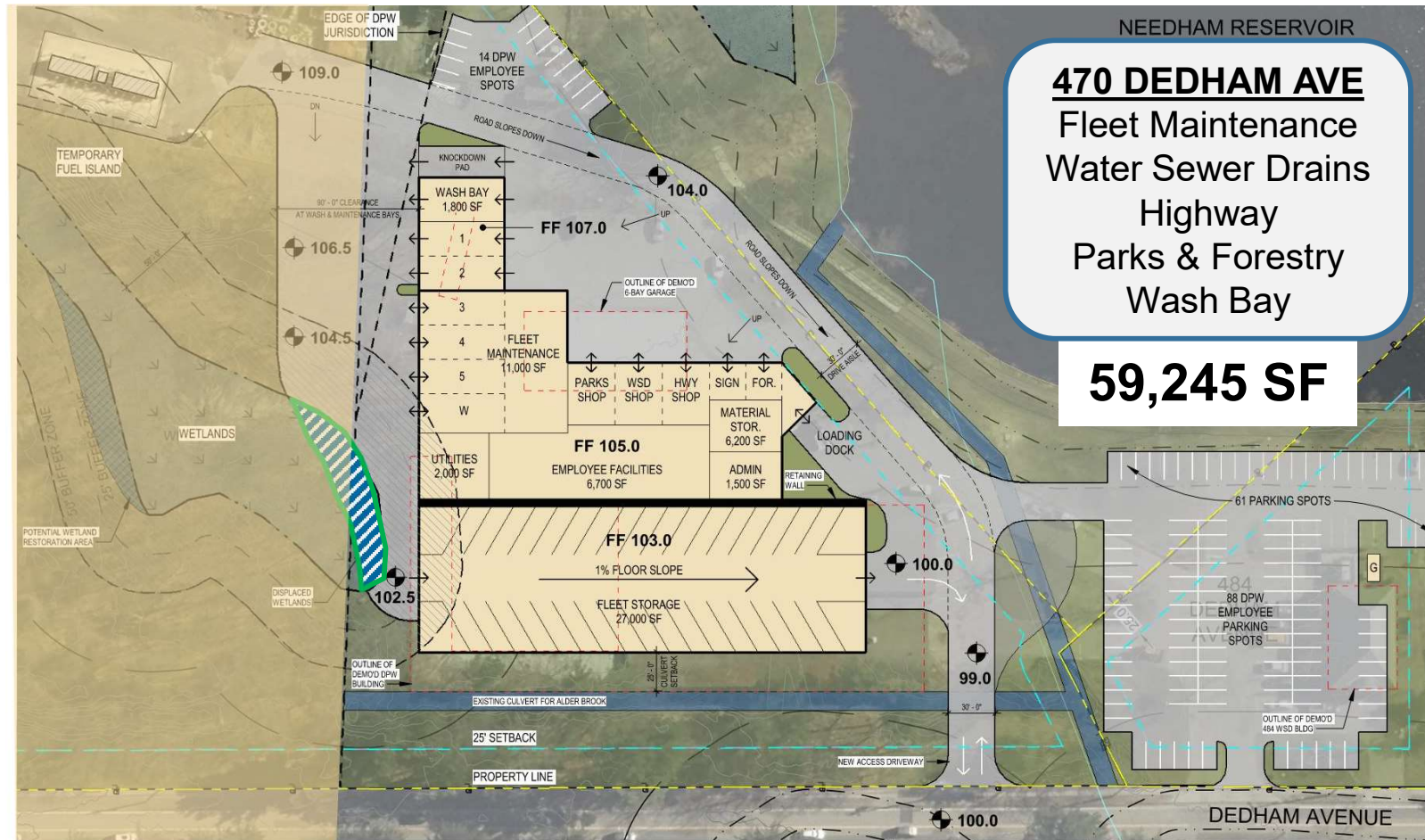
CONCEPTS & PHASING

Key Benefits

- Most operations consolidated
- Most efficient construction

Key Challenges

- Tight site
- Requires disruption and replication of wetlands
- Adjacent school jurisdiction

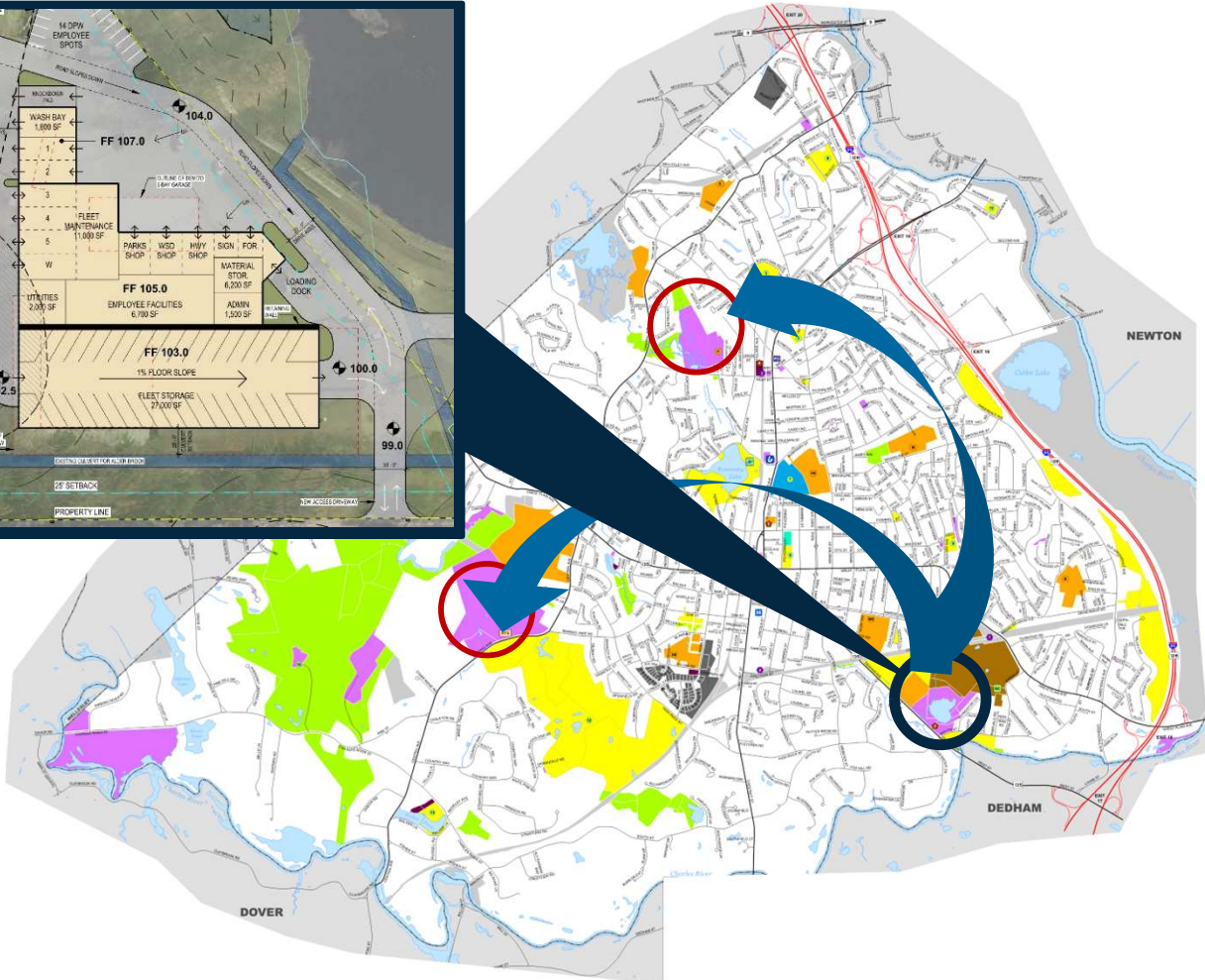


Option 1 - Consolidated

CONCEPTS & PHASING

470 Dedham Ave phasing

- Phase 1: begin limited construction at 470 Dedham to allow for continuous DPW operations
- Phase 2 (as necessary): temporarily relocate all DPW operations from 470;
- Phase 3: complete construct of new facility at 470
- Phase 4: move into new facility

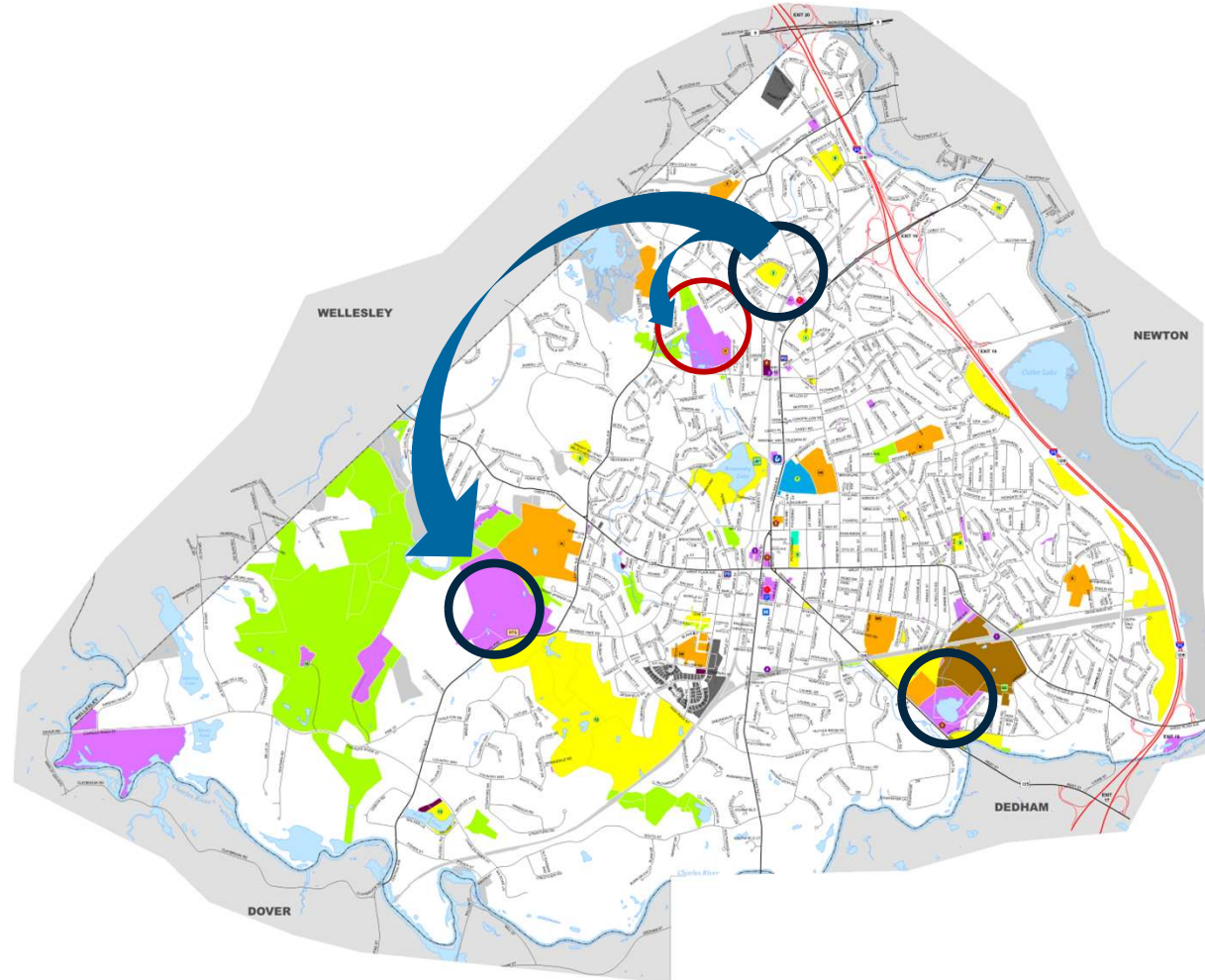


Option 1 - Consolidated

CONCEPTS & PHASING

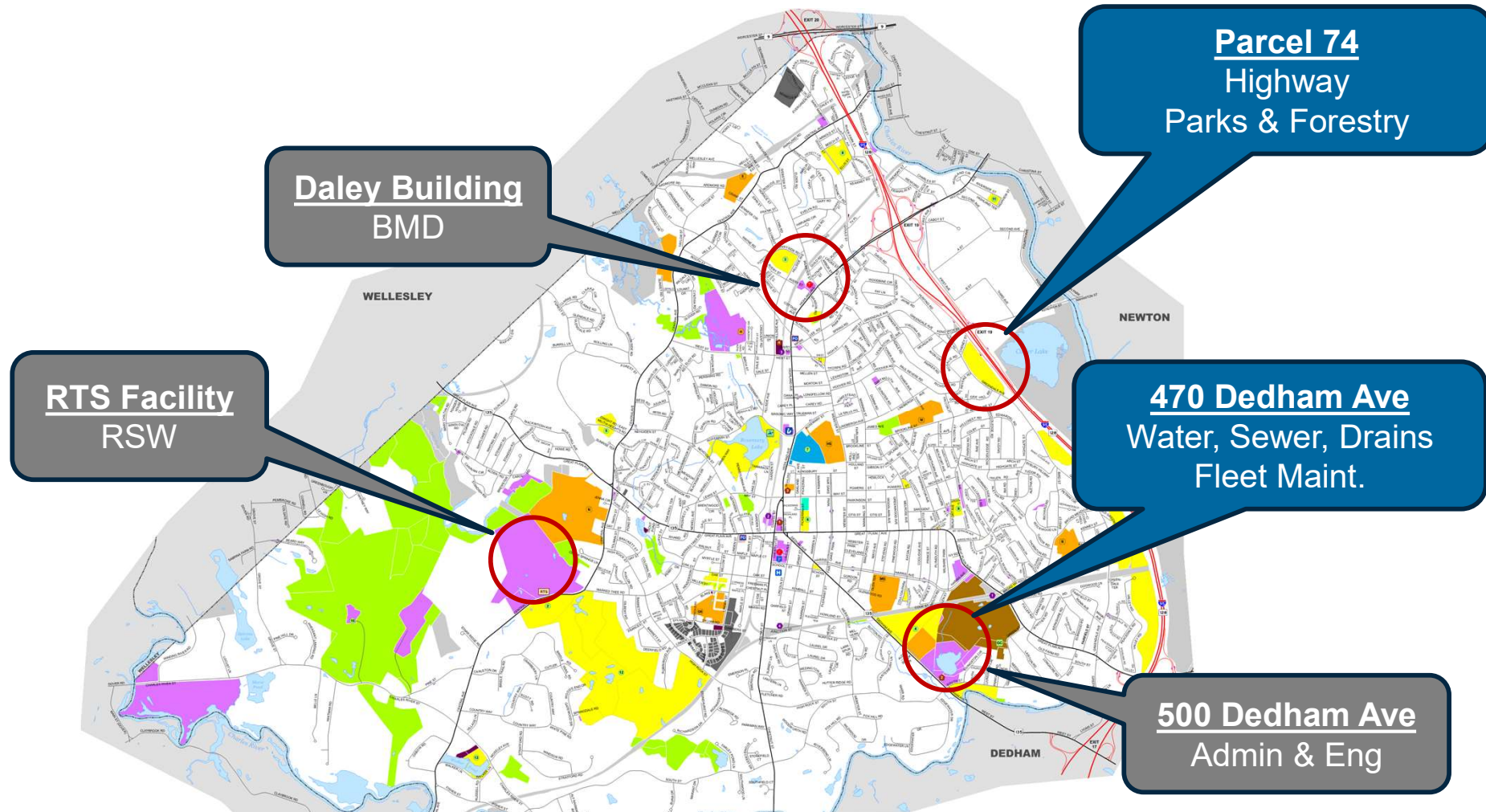
Additional Phases

- BMD: Temporarily relocate during construction
- RTS: Temporary operations not anticipated
- Admin & Engineering: Temp ops may not be necessary.



Option 2 - Campus at Parcel 74 & 470

CONCEPTS & PHASING



Option 2 - Campus at Parcel 74 & 470

CONCEPTS & PHASING

Parcel 74

- 23,300 SF new facility for Highway and Parks & Forestry divisions



Option 2 - Campus at Parcel 74 & 470

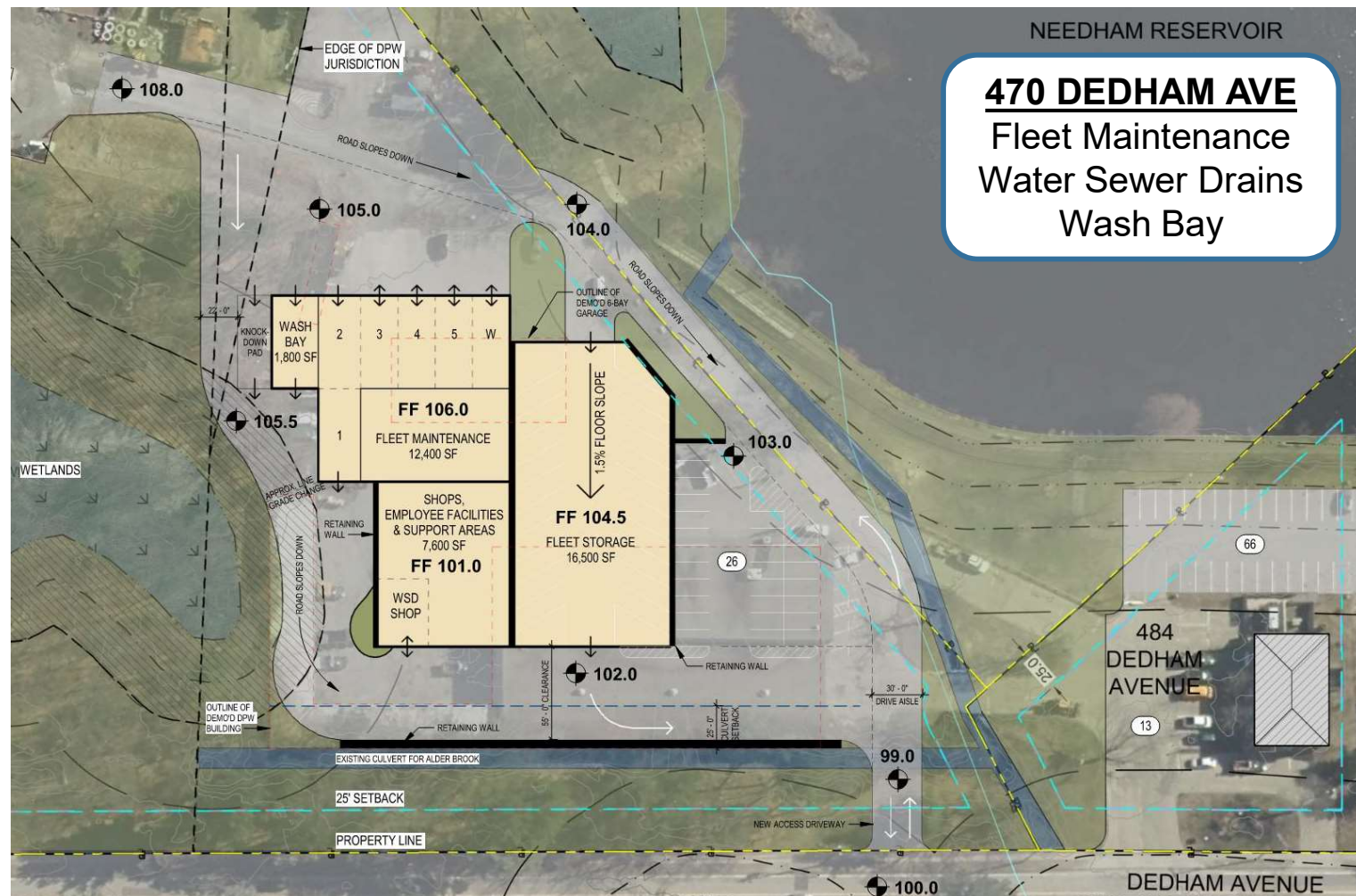
CONCEPTS & PHASING

470 Dedham Ave

- 38,370 SF new facility for Fleet Maintenance and Water Sewer Drains divisions
- Town-wide Wash Bay

484 Dedham Ave

- Converted to Comfort Station for public



Option 2 - Campus at Parcel 74 & 470

CONCEPTS & PHASING

Key Benefits

- More 470 site area than Option 1 – Consolidated
- New offsite facility + phased 470 approach = minimal temporary operations
- Grading and vegetation can substantially screen new Facility at Parcel 74

Key Challenges

- Introduction of a new site not previously part of Public Works
- Large amount of site work at Parcel 74

PARCEL 74
Highway
Parks & Forestry

23,300 SF



470 DEDHAM AVE
Fleet Maintenance
Water Sewer Drains
Wash Bay

38,370 SF

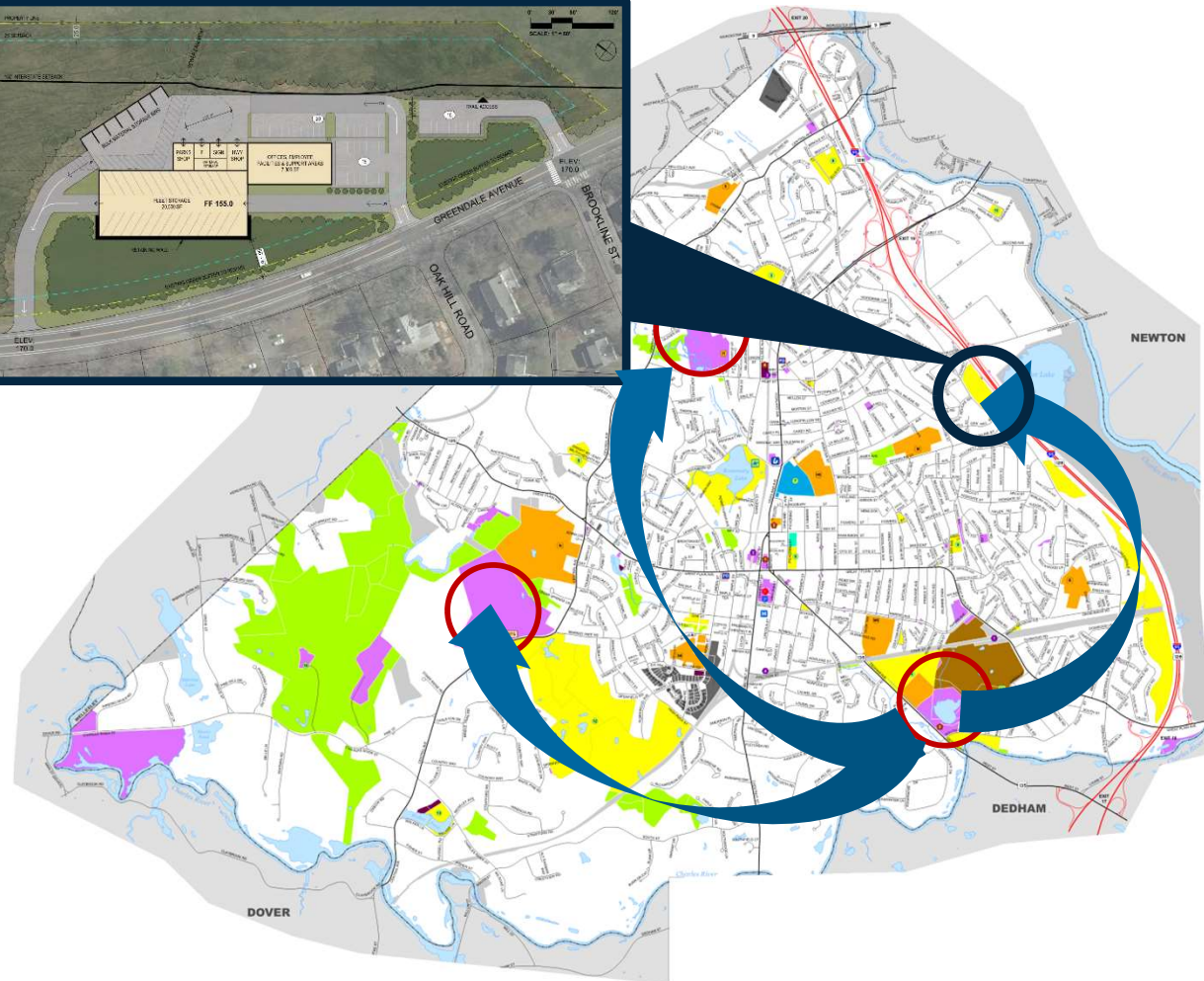


Option 2 - Campus at Parcel 74 & 470

CONCEPTS & PHASING

Phasing

- Phase 1: construct new Hwy + P&F facility at Parcel 74; Hwy + P&F move to Parcel 74.
- Phase 2: demo 6-bay; begin construction of upper Maintenance portion of 470; Fleet Maint. + WSD continue to operate at 470.
- Phase 3: temporarily relocate WSD to Cogswell, Hillside, or Parcel 74; move Fleet Maint. into new facility; demo remaining 470.
- Phase 4: complete 470 facility; move WSD into new facility.

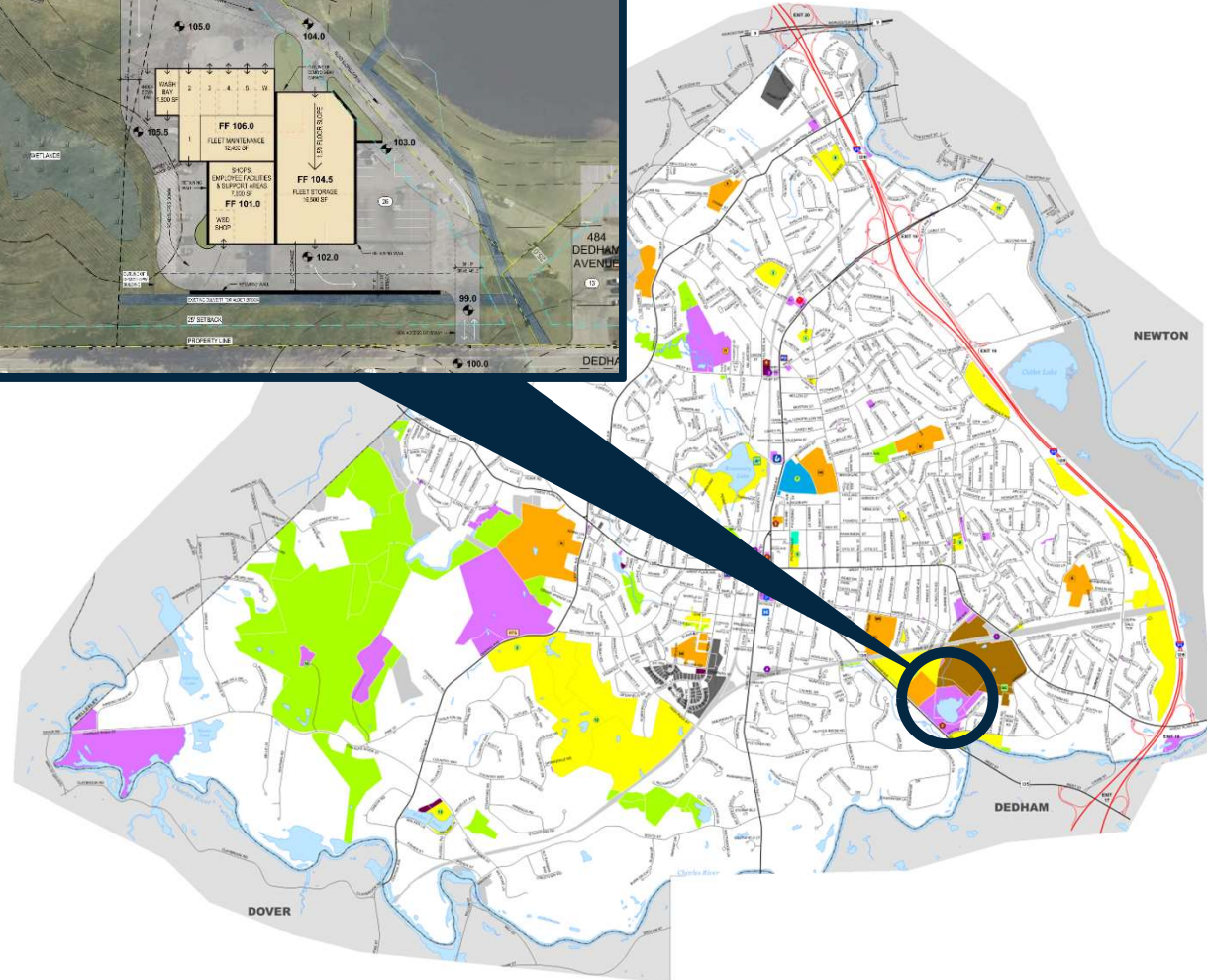


Option 2 - Campus at Parcel 74 & 470

CONCEPTS & PHASING

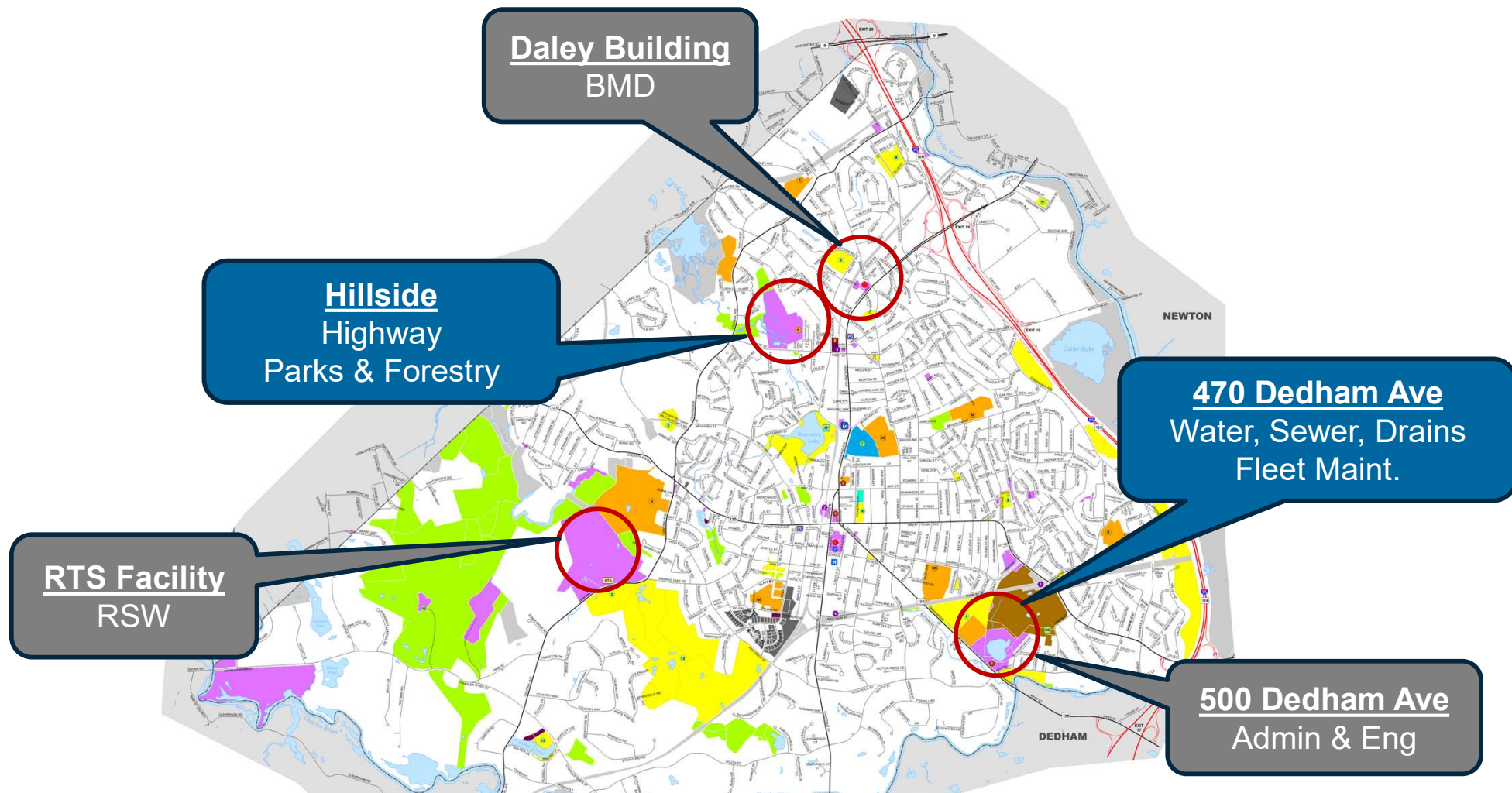
Phasing

- Phase 1: construct new Hwy + P&F facility at Parcel 74; Hwy + P&F move to Parcel 74.
- Phase 2: demo 6-bay; begin construction of upper Maintenance portion of 470; Fleet Maint. + WSD continue to operate at 470.
- Phase 3: temporarily relocate WSD to Cogswell, Hillside, or Parcel 74; move Fleet Maint. into new facility; demo remaining 470.
- Phase 4: complete 470 facility; move WSD into new facility.



Option 3 - Campus at Hillside & 470

CONCEPTS & PHASING

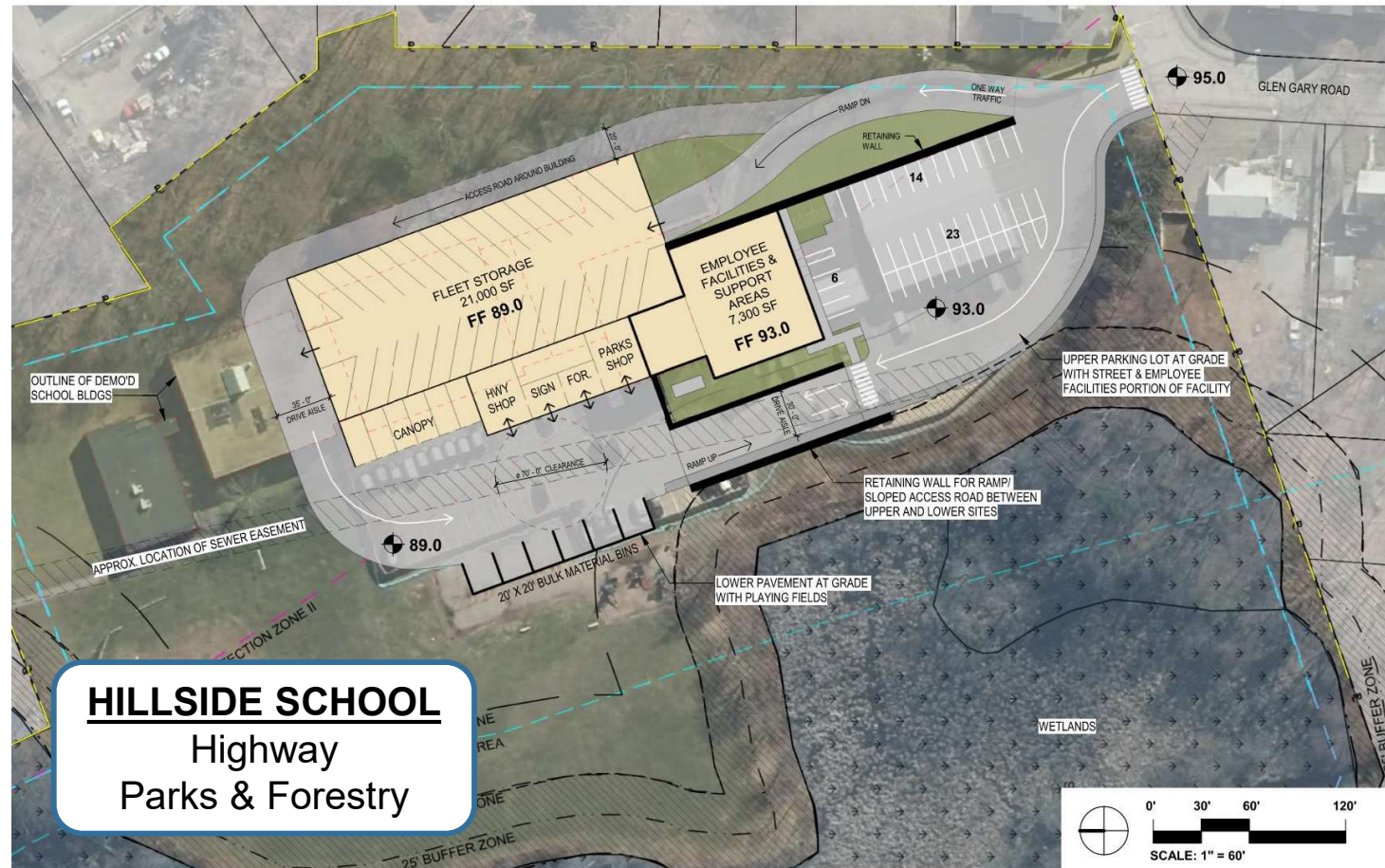


Option 3 - Campus at Hillside & 470

CONCEPTS & PHASING

Hillside School

- 23,300 SF new facility for Highway and Parks & Forestry divisions

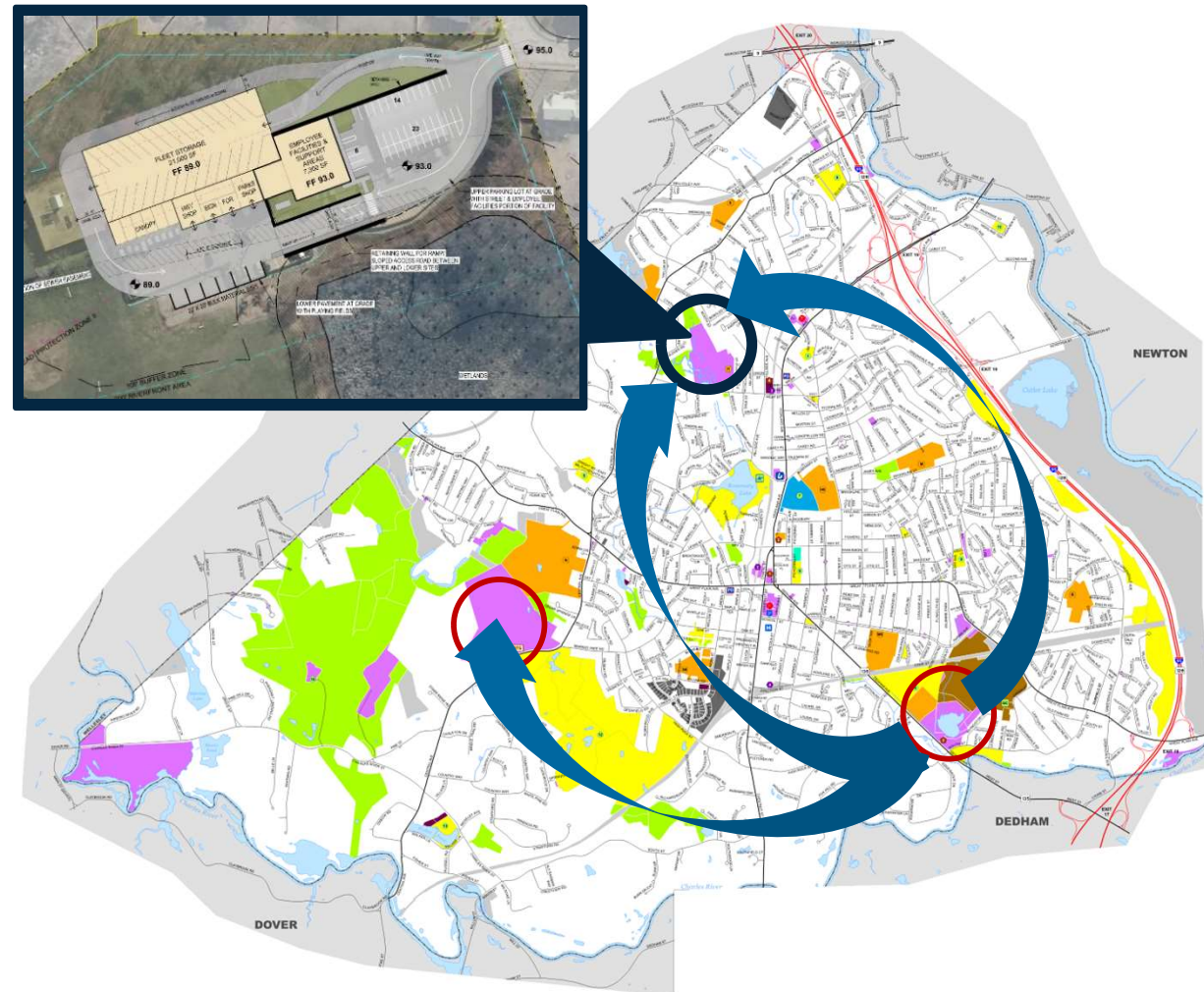


Option 3 - Campus at Hillside & 470

CONCEPTS & PHASING

Phasing

- Phase 1: construct new Hwy + P&F facility at Hillside School; Hwy + P&F move to Hillside.
- Phase 2: demo 6-bay; begin construction of upper Maintenance portion of 470; Fleet Maint. + WSD continue to operate at 470.
- Phase 3: temporarily relocate WSD to Cogswell or Hillside; move Fleet Maint. into new facility; demo remaining 470.
- Phase 4: complete 470 facility; move WSD into new facility.

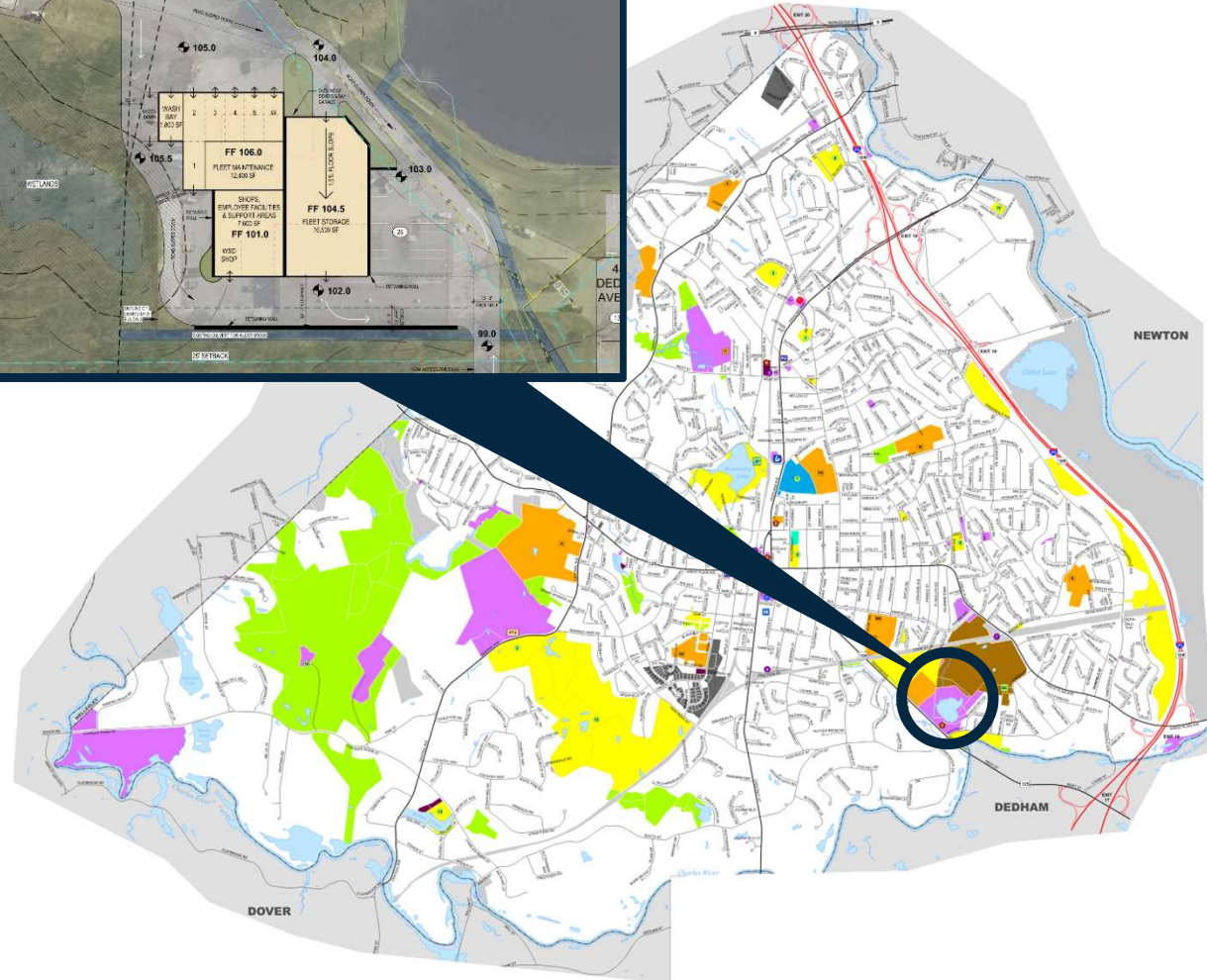


Option 3 - Campus at Hillside & 470

CONCEPTS & PHASING

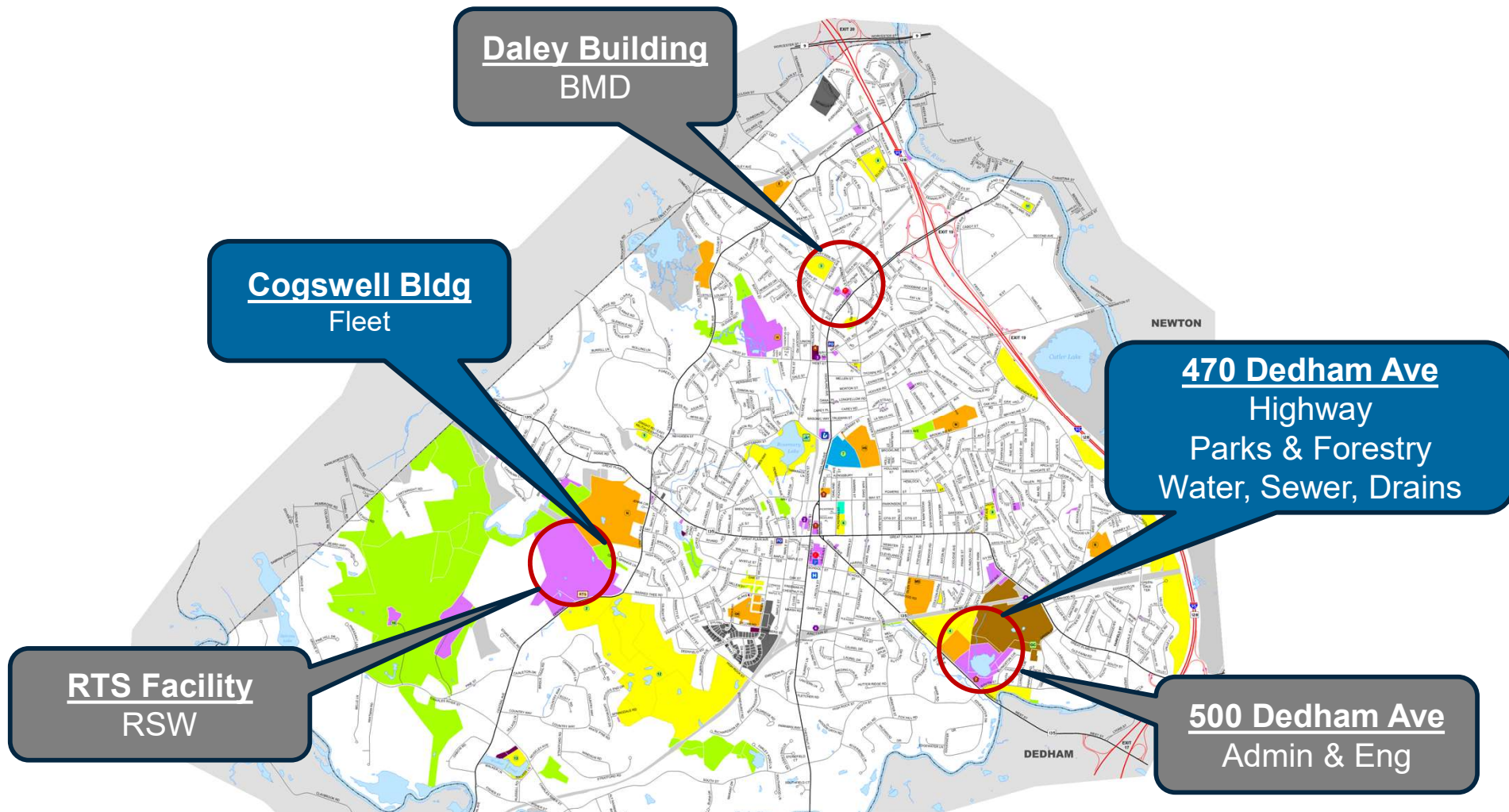
Phasing

- Phase 1: construct new Hwy + P&F facility at Hillside School; Hwy + P&F move to Hillside.
- Phase 2: demo 6-bay; begin construction of upper Maintenance portion of 470; Fleet Maint. + WSD continue to operate at 470.
- Phase 3: temporarily relocate WSD to Cogswell or Hillside; move Fleet Maint. into new facility; demo remaining 470.
- Phase 4: complete 470 facility; move WSD into new facility.



Option 4 - Campus at Cogswell & 470

CONCEPTS & PHASING

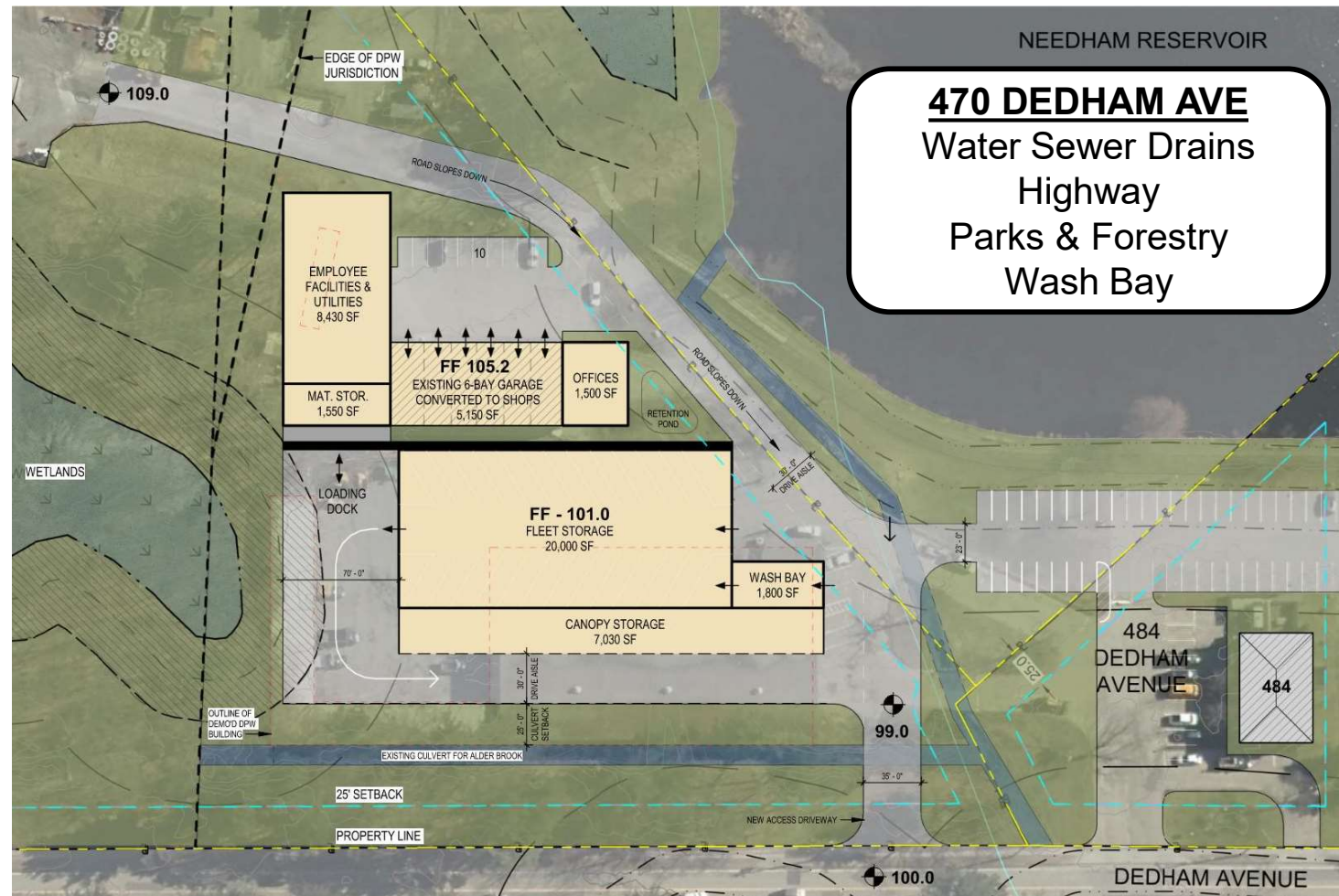


Option 4 - Campus at Cogswell & 470

CONCEPTS & PHASING

470 Dedham Ave

- 43,100 SF new facility for Highway, Parks & Forestry, and WSD divisions
- Reuse of existing 6-bay storage garage → converted to shop space



Option 4 - Campus at Cogswell & 470

CONCEPTS & PHASING

Jack Cogswell Building

- Currently used for DPW seasonal storage
- 12,139 SF addition to the existing storage garage for Fleet Maintenance



Option 4 - Campus at Cogswell & 470

CONCEPTS & PHASING

Key Benefits

- Consolidates 3 Divisions at 470
- Minimal traffic impact to Central Ave with Maint.
- More 470 site area than consolidated option
- Favorable phasing
- Reuse of 6-bay garage

Key Challenges

- Site grading/bedrock
- Requires sewer main (Cogswell)
- Shops program to be reduced if 6-bay reused (narrow bays)

COGSWELL BUILDING Fleet Maintenance

12,139 SF



470 DEDHAM AVE Highway Parks & Forestry Water Sewer Drains Wash Bay

43,100 SF

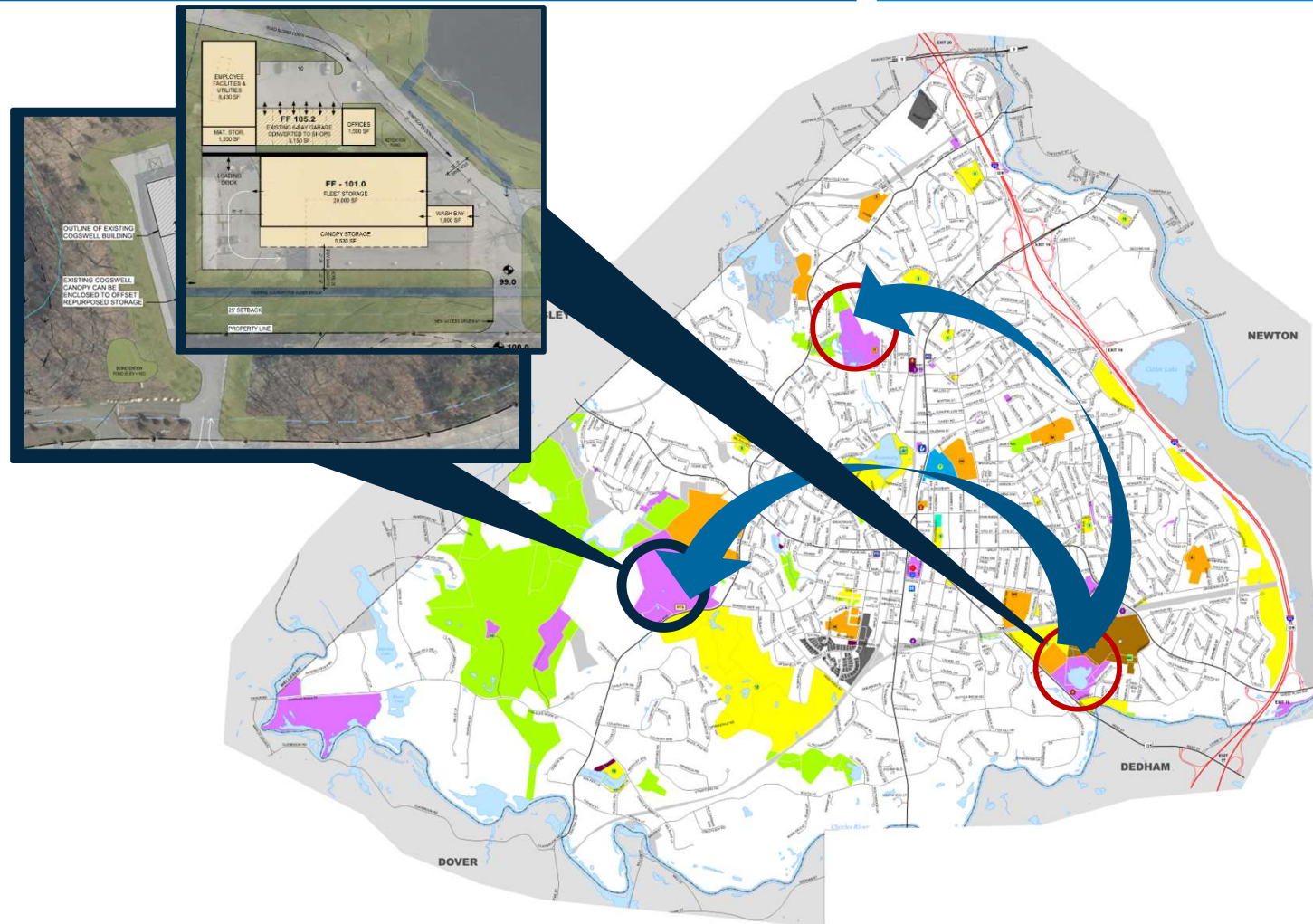


Option 4 - Campus at Cogswell & 470

CONCEPTS & PHASING

Phasing

- Phase 1 (Cogswell): temporarily relocate fleet storage; construct new Maintenance addition.
- Phase 2: move Fleet Maint. into Cogswell.
- Phase 3: temporarily relocate Highway and Parks and Forestry; Construct new 470 facility.





AGENDA

01

Completed Information Previously Reviewed

02

Concepts and Phasing

03

Present Day Costs

04

Next Steps

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Questions & Discussion

Estimated Present Day Hard Costs

CONCEPTS & PHASING

Site Location	Option 1 Consolidated	Option 2 Campus (Parcel 74)	Option 3 Campus (Hillside)	Option 4 Campus (Cogswell)
470 Dedham Ave	\$ 45,070,000	\$ 32,630,000	\$ 32,630,000	\$ 33,070,000
500 Dedham Ave Renovations	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Daley Building Renovations	\$ 4,840,000	\$ 4,840,000	\$ 4,840,000	\$ 4,840,000
RTS	\$ 8,710,000	\$ 8,710,000	\$ 8,710,000	\$ 8,710,000
Parcel 74		\$ 18,320,000		
Hillside School			\$ 19,320,000	
Cogswell				\$ 14,080,000
TOTAL:	\$ 59,120,000	\$ 65,000,000	\$ 66,000,000	\$ 61,200,000
For Daley Building New, Add:	\$ 4,670,000	\$ 4,670,000	\$ 4,670,000	\$ 4,670,000
TOTAL:	\$ 63,790,000	\$ 69,670,000	\$ 70,670,000	\$ 65,870,000

NOTES:

- Estimates reflect 2024 square foot construction costs only. All soft costs and cost escalation will be added once a phasing plan is defined.
- Soft Costs typically add between 25%-30% of the Construction Cost.
- Small project contingency of 4% may be recommended depending on market conditions at time of bidding.



AGENDA

01

Completed Information Previously Reviewed

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Concepts and Phasing

03

Present Day Costs

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Next Steps

05

Questions & Discussion

Next Steps

- Identify Preferred Concept / Scenario
- Finalize Report
 - Finalize Costs
 - Prepare Project Schedule
(design, procurement, construction, phasing)



AGENDA

01

Completed Information Previously Reviewed

02

Concepts and Phasing

03

Present Day Costs

04

Next Steps

05

Questions & Discussion



Thank you!
Questions?

westonandsampson.com

Weston & SampsonSM



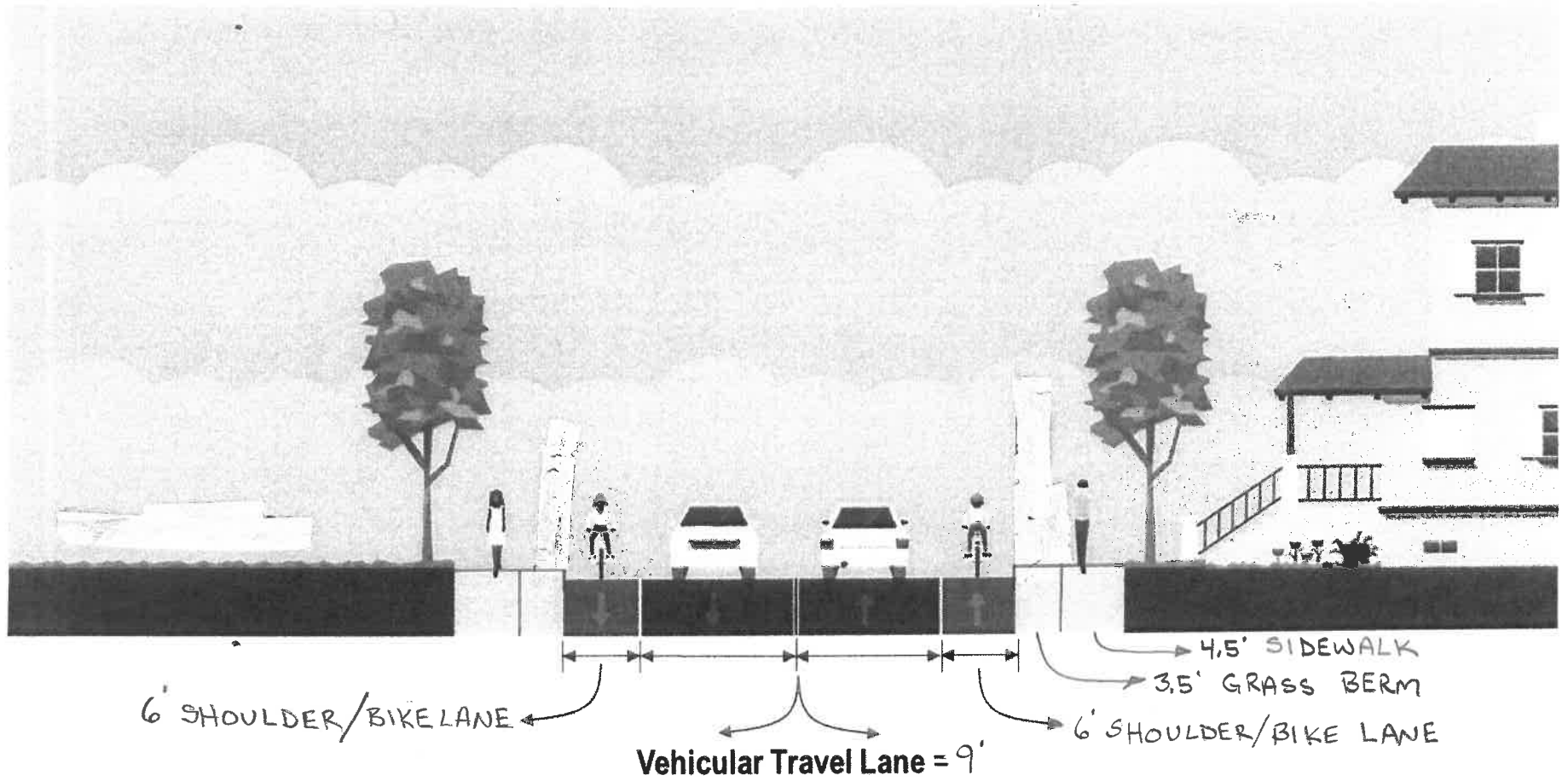
**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

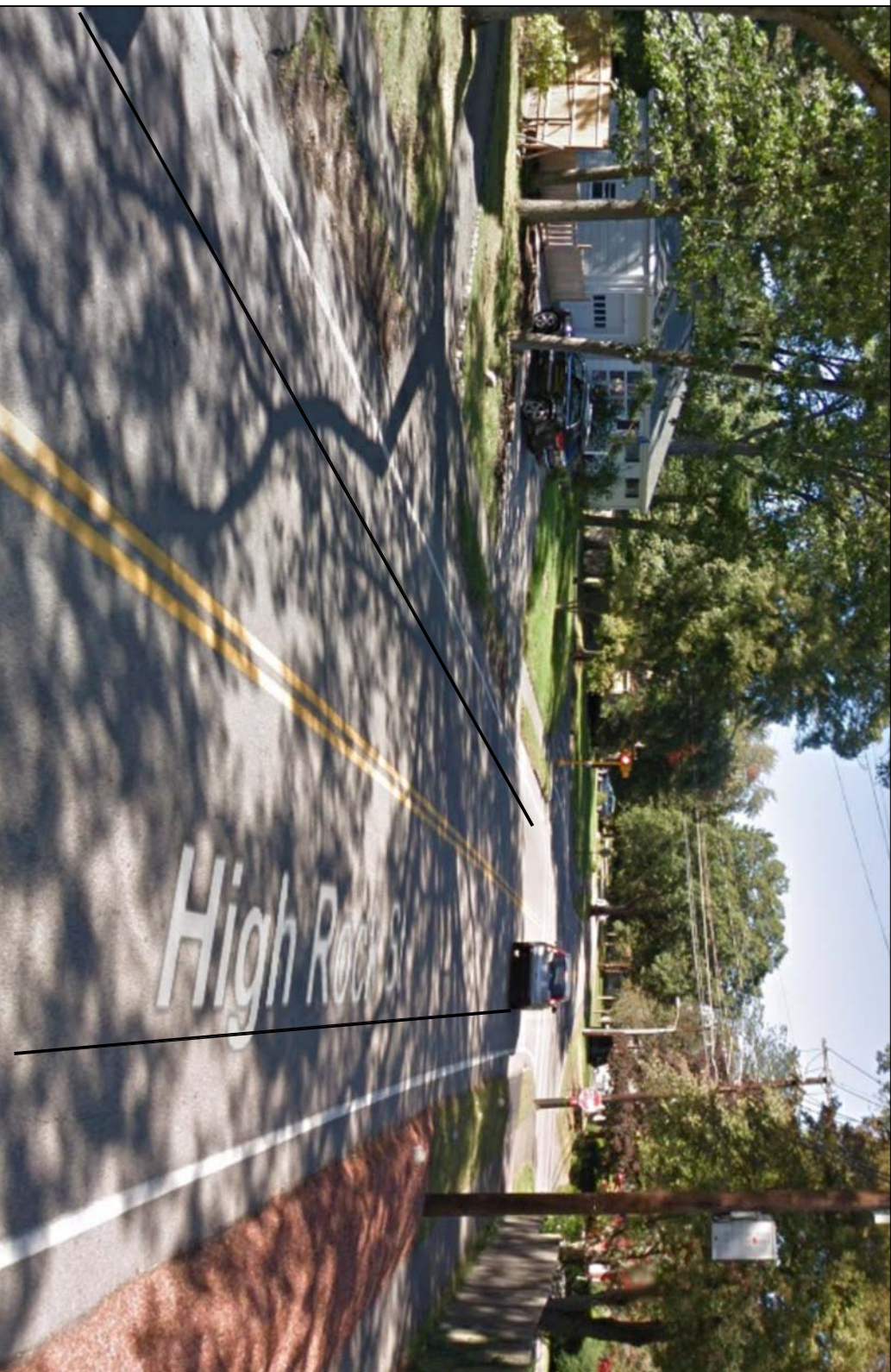
MEETING DATE: 9/26/2023

Agenda Item	Transportation Safety Committee
Presenter(s)	Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Director of Public Works Carys Lustig will present two pilot locations to demonstrate the traffic calming measure of creating a nine-foot travel lane using striping. The Transportation Safety Committee (TSC) has been looking for a location to pilot the use of nine-foot travel lanes with a painted shoulder or bike lane to provide a demonstration of this technique as a traffic calming measure. Traffic speeds before and after the measure will be taken. Portions of High Rock St were micro surfaced this summer and provides a blank canvas to apply new markings. The center line will be painted in epoxy and the edge lines will be painted to create a nine-foot travel land and five-foot bike lanes on both sides of the road. Future micro work next summer would provide the opportunity to extend this treatment to Chestnut St if it should be deemed successful. Oak St was improved with granite curbing and compliant sidewalks three years ago. It presently has a painted centerline. This pilot would add painted shoulders on both sides of the road in latex to make the lanes nine-feet wide. Both roads will present the opportunity to evaluate this technique with urban and pass through traffic.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
1. Proposed Road Profile for High Rock St 2. Proposed Road Profile for Oak St	

HIGH ROCK STREET





HIGHROCK AT MARKED TREE
TO SCALE

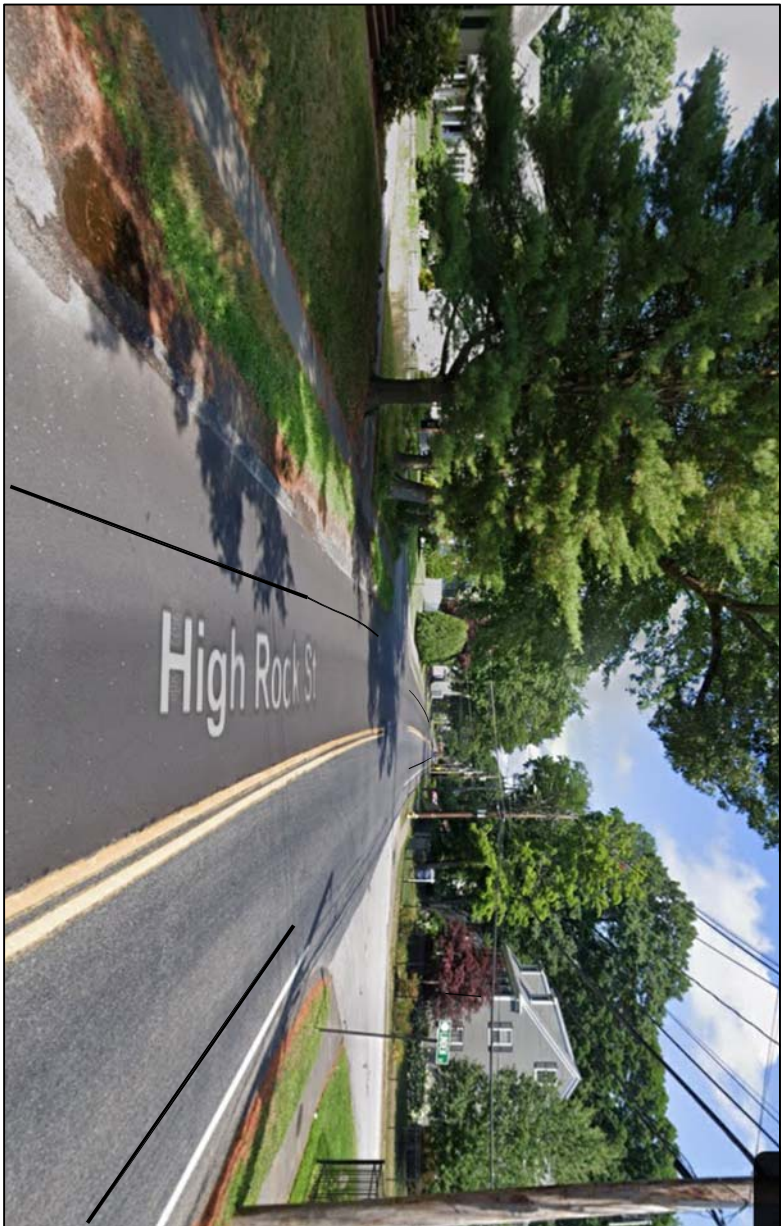


HIGHROCK AT AVALON
TO SCALE

EXISTING LANE WIDTH=12-FEET
NEW TRAVEL LANE=9-FEET
NEW EDGE LINES=4 TO 5-FEET



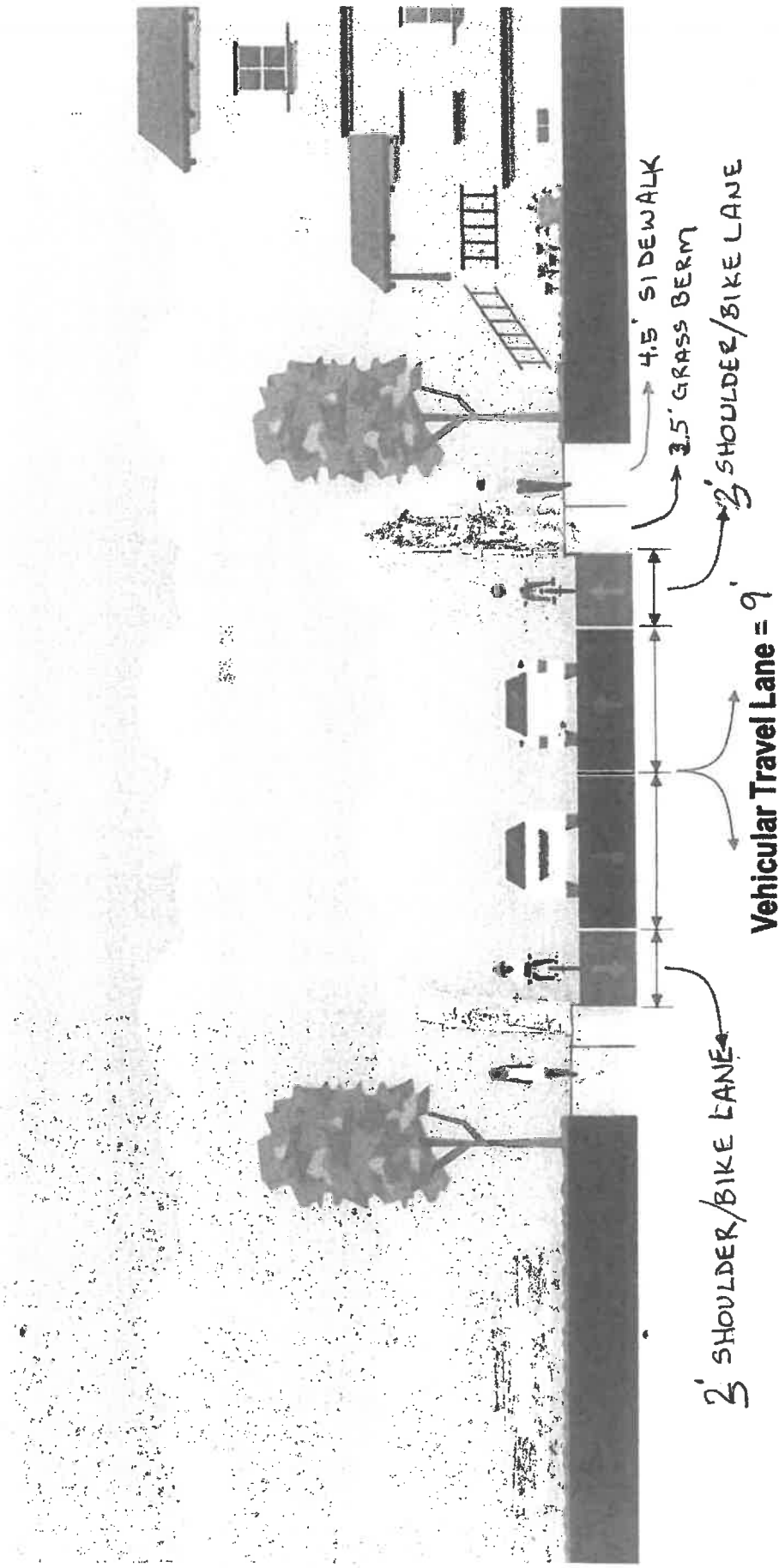
HIGHROCK AT MURPHY
TO SCALE



HIGHROCK AT LINDEN
TO SCALE

EXISTING LANE WIDTH=12-FEET
NEW TRAVEL LANE=9-FEET
NEW EDGE LINES= 5 TO 6-FEET

OAK STREET





OAK AT MAPLE
TO SCALE

ROADWAY WIDTH= 24-FEET
TRAVEL LANES= 9-FEET
EDGE LINES= 3-FEET



OAK AT LINDEN
TO SCALE



OAK AT HENDERSON
TO SCALE

ROADWAY WIDTH= 24-FEET
TRAVEL LANES= 9-FEET
EDGE LINES= 3-FEET



OAK AT MARKED TREE
TO SCALE



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

MEETING DATE: 9/26/2023

Agenda Item	Dedham Ave Paving and Markings Improvements
Presenter(s)	Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Director of Public Works Carys Lustig will provide the Board draft markings and a sidewalk plan of Dedham Ave from Town Center to the Dedham Bridge. The Massachusetts Department of Transportation (MassDOT) is providing Needham a grant to repave Dedham Ave under their municipal pavement maintenance program due to its condition and status as a numbered road. This project was delayed by one year by Eversource Gas completing construction on a portion of this roadway. As part of this project, DPW has evaluated the roadway utilization with consultant Fuss & O'Neil to determine what traffic calming, multimodal, and pedestrian safety improvements could be integrated into this project. The primary improvement will be changes to the painting of lanes including 10ft lanes, fully accessible ramps, an accessible sidewalk under the MBTA bridge, and a bike lane heading north from the MBTA bridge to the Town center.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
1. Dedham Ave Traffic Calming Plans - Fuss & O'Neil Draft	

DEDHAM AVENUE TRAFFIC CALMING

DEDHAM AVENUE · NEEDHAM · MASSACHUSETTS

PRELIMINARY DESIGN SUBMISSION

AUGUST 22, 2023

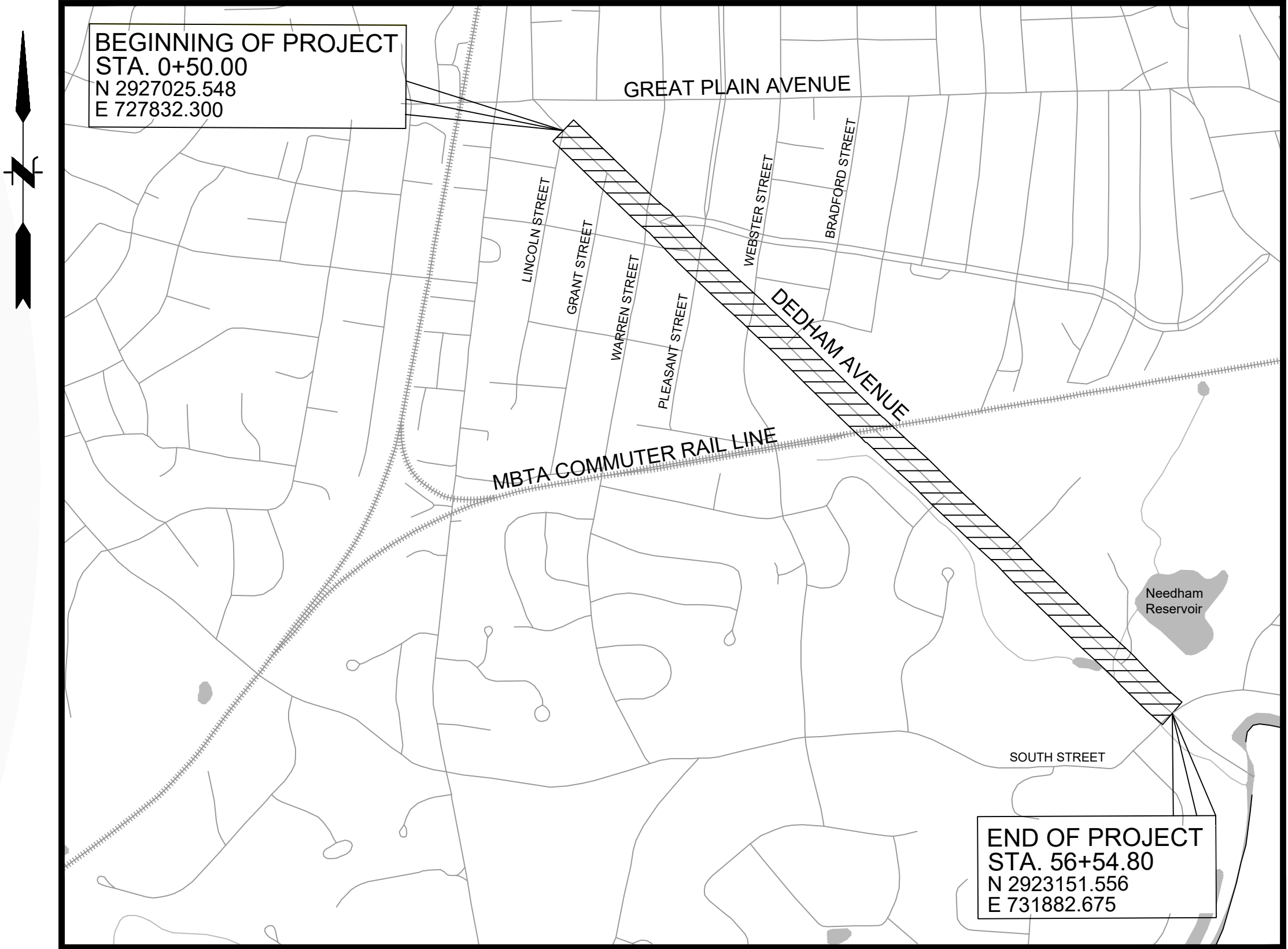
PREPARED FOR
TOWN OF NEEDHAM
PUBLIC SERVICE ADMINISTRATION BUILDING
500 DEDHAM AVENUE
NEEDHAM, MA 02492



PREPARED BY
FUSS & O'NEILL
115 BROAD STREET
BOSTON, MA 02110
617.282.4675
www.fando.com

SHEET INDEX

<u>SHEET No.</u>	<u>SHEET TITLE</u>
GI-001	COVER SHEET
GI-002	GENERAL NOTES & LEGEND
GI-101	KEY PLAN
GI-301 TO 302	TYPICAL SECTIONS
CS-101 TO 111	CONSTRUCTION PLANS
CD-501 TO 507	CONSTRUCTION DETAILS



LOCATION MAP
SCALE: 1" = 750'

DRAFT FOR REVIEW
08/22/2023

PROJ. No.: 20150706.T10
DATE: 08/22/2023

GI-001

EXISTING	PROPOSED	
CB (OR GI, LB)	CB	CATCH BASIN (OR GUTTER INLET, OR LEACHING BASIN)
CBCI (OR GIC)	CBCI (OR GIC)	CATCH BASIN (OR GUTTER INLET) WITH CURB INLET (GUTTERMOUTH)
		EDGESTONE-TYPE NOTED
		ELECTRIC HANDHOLE (NUMBER AS NOTED)
		ELECTRIC MANHOLE "
		TELEPHONE MANHOLE "
		WATER MANHOLE "
		SEWER MANHOLE "
		DRAINAGE MANHOLE "
		GAS GATE
		WATER GATE
		CURB STOP
		HYDRANT
		FIRE ALARM BOX
		PARKING METER
		STREET LIGHT POLE
		UTILITY POLE
		GUY POLE
		DRAIN PIPE (UNDER 24")
		DRAIN PIPE (DOUBLE LINE 24" AND OVER)
		SEWER MAIN " "
		ELECTRIC DUCT " "
		GAS MAIN " "
		WATER MAIN " "
		TELEPHONE DUCT " "
		MAIL BOX
		HIGHWAY GUARD (TYPE NOTED)
		FENCE (SIZE AND TYPE NOTED)
		HIGHWAY/PROPERTY BOUND (TYPE NOTED)
		CITY, TOWN, OR COUNTY LAYOUT
		STATE HIGHWAY LAYOUT (S.H.L.O.)
		EASEMENT LINE
		PROPERTY LINE
		CITY, TOWN, OR COUNTY BOUNDARY
		STATE BOUNDARY
		BASE OR SURVEY LINE
		CONSTRUCTION BASELINE
		TREE (SIZE AND TYPE NOTED)
		STONE BOUND
		SURVEY TRAVERSE POINTS
		BORDERING VEGETATED WETLAND
		50' BUFFER TO WETLAND
		100' BUFFER TO WETLAND
		100' INNER RIPARIAN
		200' RIVERFRONT BUFFER
		MAJOR CONTOUR
		MINOR CONTOUR

EXISTING	PROPOSED	
		FLASHING BEACON CONTROL & METER PEDESTAL
		SIGNAL POST & BASE
		FLASHING BEACON
		PEDESTRIAN SIGNAL HEAD
		PEDESTRIAN PUSH BUTTON

EXISTING	PROPOSED	
		PAVEMENT ARROW AND LEGEND
<u>CW</u>		CROSSWALK, 24" WHITE LINES
<u>SL</u>		STOP LINE, 12" WHITE LINE 4.0' BEHIND CW (TYP)
		YIELD LINE, 24" x 36" WHITE TRIANGLE, 36" O.C.
SWCHL	SWCHL	SOLID WHITE CHANNELIZING LINE—SIZE AS NOTED
SYCHL	SYCHL	SOLID YELLOW CHANNELIZING LINE—SIZE AS NOTED
BWLL	BWLL	BROKEN WHITE LANE LINE — 4"
SWL	SWL	SOLID WHITE LINE — 6"
DBYL	DBYL	DOUBLE YELLOW CENTERLINE — 6"
DWLE _x	DWLE _x	DOTTED WHITE LINE EXTENSION — 4"
SYL	SYL	SOLID YELLOW LINE — 6"
YGL	YGL	YELLOW GORE LINE — 12"
	WGL	WHITE GORE LINE — 6"
		BICYCLE LANE
		BICYCLE DETECTION LEGEND
Sign		SIGN AND POST
		DELINEATOR

1. INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES HAS BEEN BASED UPON AVAILABLE INFORMATION AND MAY BE INCOMPLETE, AND WHERE SHOWN SHOULD BE CONSIDERED APPROXIMATE. NO GUARANTEE TO THE ACCURACY OF THE EXISTING UTILITIES FACILITIES SHOWN IN THIS PROJECT IS EXPRESSED OR IMPLIED UNLESS OTHERWISE NOTED. CONTRACTOR SHALL CONTACT "Mass DIG-SAFE", 1-888-344-7233. CONTRACTOR SHALL MAINTAIN MARKINGS WHERE NEEDED DURING PROJECT. ALL UTILITY LOCATIONS THAT DO NOT MATCH THE VERTICAL OR HORIZONTAL CONTROL SHOWN ON THE PLANS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE TOWN FOR RESOLUTION. THE CONTRACTOR SHALL VERIFY LOCATIONS OF UTILITIES AND SERVICE LATERALS PRIOR TO CONSTRUCTION. ANY CONFLICTS WITH LOCATIONS OF LIGHT POLES, TREES, ETC. SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN FOR RESOLUTION PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL AND STATE APPROVALS AND PERMITS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS OF THE LOCAL AND STATE AGENCIES. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED FOR THIS WORK INCLUDING BUT NOT LIMITED TO TOWN SIDEWALK AND EXCAVATION PERMITS AND ASSOCIATED BONDING.
3. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND STRUCTURES. THOSE OF WHICH HAVE BEEN DAMAGED SHALL BE PROMPTLY REPAIRED TO EXISTING OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
4. THE SIDEWALK IS TO BE GRADED SMOOTHLY AND EVENLY IN ACCORDANCE WITH THE CROSS SECTIONS. THE CONTRACTOR IS RESPONSIBLE FOR INSURING A POSITIVE DRAINAGE FLOW TO ALL CATCH BASINS WITHOUT CREATING ANY FLAT SPOTS THAT WILL RESULT IN STANDING WATER.
5. THE CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO REMOVE ANY PERSONAL ITEMS, LANDSCAPING, PLANT BULBS, PAVERS LOCATED IN THE TEMPORARY EASEMENT AND STATE HIGHWAY LAYOUT.
6. ANY PUBLIC OR PRIVATE PROPERTY DISTURBED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE RESTORED AS QUICKLY AS POSSIBLE AND TO THE SATISFACTION OF THE TOWN.
7. RIM OR FRAME ELEVATIONS OF ALL UTILITY STRUCTURES SHALL BE ADJUSTED TO MEET FINISHED PAVED SURFACES. PRIVATE UTILITIES WHO ARE RESPONSIBLE FOR ADJUSTING THEIR OWN STRUCTURES SHALL BE NOTIFIED IN ADVANCE BY THE CONTRACTOR.
8. STAGING AREAS AND MATERIAL STOCK PILES SHALL BE LIMITED WITHIN THE SITE AND LOCATED SO AS NOT TO INTERFERE WITH PEDESTRIAN OR VEHICULAR TRAFFIC UNLESS APPROVED OTHERWISE BY THE TOWN. THE CONTRACTOR SHALL PROVIDE SAFETY DEVICES (IF ORDERED BY THE ENGINEER) TO PROTECT STOCK PILES/WORK STAGING AREAS. IF THIS WORK IS SO ORDERED THERE WILL BE NO ADDITIONAL COMPENSATION MADE TO THE CONTRACTOR.
9. HOURS OF WORK SHALL BE DEFINED IN THE CONTRACT DOCUMENTS. THE TOWN RESERVES THE RIGHT TO ADJUST THESE HOURS IN THE INTEREST OF PUBLIC SAFETY.
10. ACCESS TO PRIVATE PROPERTIES MUST BE MAINTAINED AT ALL TIMES. FOR SECURITY REASONS ALL PRIVATELY OWNED FENCING THAT IS TO BE REMOVED SHALL BE REPLACED WITHIN 72 HOURS OF REMOVAL.
11. INSTALL SEDIMENTATION AND EROSION CONTROL MEASURES PRIOR TO START OF CONSTRUCTION. EXISTING AND PROPOSED CATCH BASINS DOWNGRADE OF ALL WORK AREAS SHALL BE SURROUNDED BY EROSION CONTROL MEASURES DURING CONSTRUCTION.

1. EXISTING CONDITIONS DEPICTED ON THIS PLAN ARE BASED ON PLANTS ENTITLED: PLAN OF LAND IN NEEDHAM, MASSACHUSETTS, SURVEYED FOR THE TOWN OF NEEDHAM, FIELD DATA COLLECTED: MAY OF 2023 PREPARED BY THE NEEDHAM DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION., 500 DEDHAM AVENUE, NEEDHAM, MASSACHUSETTS 02492
2. TOPOGRAPHIC ELEVATIONS ARE BASED ON N.A.V.D. 1988.

PROPOSED LOAM & SEED	
PROPOSED CEM. CONC. PEDESTRIAN CURB RAMP	
PROPOSED CEM. CONC. SIDEWALK	

UTILITIES	
ACCOMP	ASHPALT COATED CORRUGATED METAL PIPE
CAP	CORRUGATED ALUMINUM PIPE
CIP	CAST IRON PIPE
CIT	CHANGE IN TYPE
COND	CONDUIT
DIP	DUCTILE IRON PIPE
FES	FLANGED END SECTION
F&C	FRAME AND COVER
F&G	FRAME AND GRATE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HW	HEADWALL
HYD	HYDRANT
INV	INVERT
PVC	POLYVINYLCHLORIDE PIPE
PWW	PAVED WATER WAY
ROP	REINFORCED CONCRETE PIPE
TSV&B	TAPPING SLEEVE VALVE AND BOX
UP	UTILITY PIPE

CC	CENTER OF CURVE
HP	HIGH POINT
LP	LOW POINT
PC	POINT OF CURVE
PI	POINT OF INTERSECTION
PNT	POINT
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
25.45	SPOT ELEVATION

AD	ALGEBRAIC DIFFERENCE IN RATES OF GRADE
ELEV	ELEVATION
HSD	HORIZONTAL SIGHT DISTANCE
K	RATE OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVC	POINT OF VERTICAL CURVE
PVT	POINT OF VERTICAL TANGENT
PVRC	POINT OF VERTICAL REVERSE CURVE
PVCC	POINT OF VERTICAL COMPOUND CURVE
SSD	STOPPING SIGHT DISTANCE
VC	VERTICAL CURVE

R	STEADY CIRCULAR RED
Y	STEADY CIRCULAR YELLOW
G	STEADY CIRCULAR GREEN
FR	FLASHING CIRCULAR RED
FR→	FLASHING RED ARROW
FY	FLASHING CIRCULAR YELLOW
→FY	FLASHING YELLOW ARROW
↓	STEADY VERTICAL GREEN ARROW
X←	STEADY LEFT ARROW (RED, YELLOW OR GREEN PREFIX)
X→	STEADY RIGHT ARROW (RED, YELLOW OR GREEN PREFIX)
W	STEADY WALK-WHITE
DW	STEADY DON'T WALK-PORTLAND ORANGE
FDW	FLASHING DON'T WALK-PORTLAND ORANGE
RRFB	RECTANGULAR RAPID FLASHING PEDESTRIAN BEACON

ABAN	ABANDON	NTS	NOT TO SCALE
ADJ	ADJUST	PCR	PEDESTRIAN CURB RAMP
APPROX	APPROXIMATE	PGL	PROFILE GRADE LINE
BIT	BITUMINOUS	PROP	PROPOSED
BOS	BOTTOM OF SLOPE	PVM'T	PAVEMENT
(B.O.)	BY OTHERS	REM	REMOVE
CLF	CHAINLINK FENCE	REMOD	REMODEL
CONC	CONCRETE	RET	RETAIN
ELEV	ELEVATION	R&D	REMOVE AND DISCARD
EOP	EDGE OF PAVEMENT	R&R	REMOVE AND RESET
EXIST	EXISTING	R&S	REMOVE AND STACK
FND	FOUNDATION	RT	RIGHT
GRAN	GRANITE	STA	STATION
HMA	HOT MIX ASPHALT	SW	SIDEWALK
LOAM	LOAM BORROW	TEMP	TEMPORARY
LT	LEFT	TOS	TOP OF SLOPE
MAX	MAXIMUM	TYP	TYPICAL
MIN	MINIMUM		

No.	DATE	DESCRIPTION	DESIGNER REVIEWER

SEAL

08/22/2023

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LEGEND & GENERAL NOTES

DEDHAM AVENUE TRAFFIC CALMING

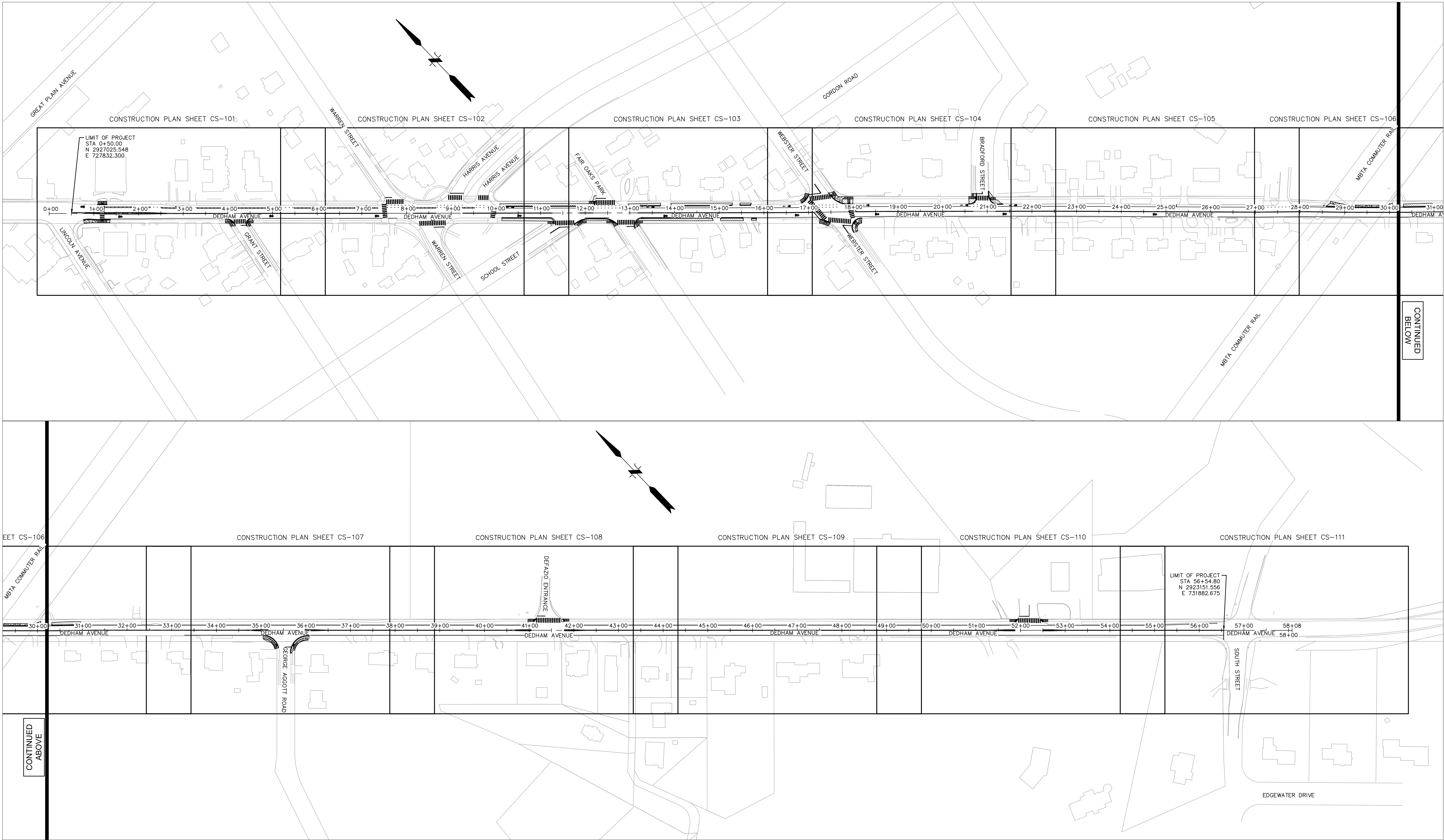
NEEDHAM

MASSACHUSETTS

DATE: 08/22/2023

GI-002

File: J:\DWG\IP20150706\T10\Civil\Plan20150706\T10_KEY01.dwg Layout: GI-101 Plotted: 2023-08-22 9:48 AM Saved: 2023-08-17 10:24 AM User: cagro
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SCALE:

HORIZ.: 1" = 100'
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DATUM:

HORIZ.: -
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0 50' 100' 200'

GRAPHIC SCALE



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TOWN OF NEEDHAM

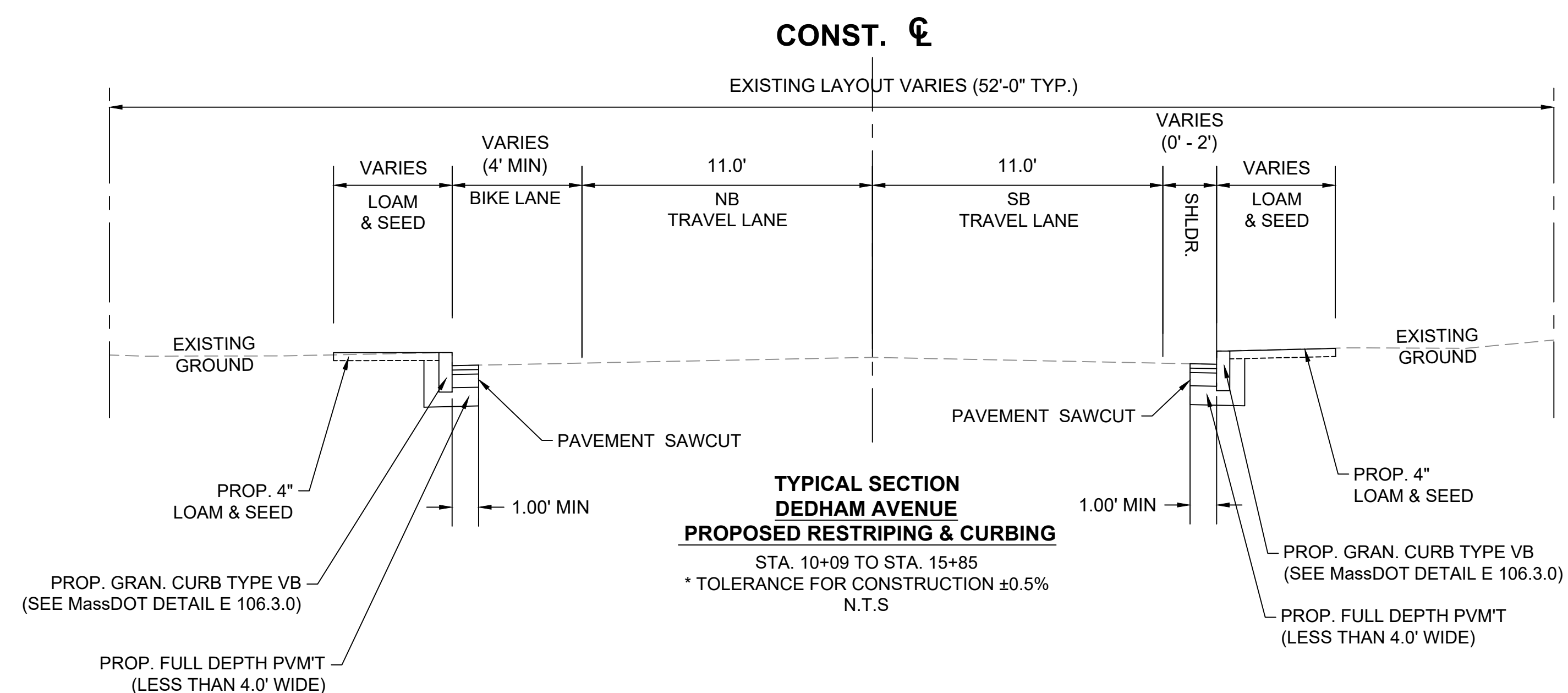
KEY PLAN

DEDHAM AVENUE TRAFFIC CALMING

NEEDHAM MASSACHUSETTS

PROJ. No.: 20150706.T10
DATE: 08/22/2023

GI-101



SUBBASE: 8" GRAVEL BORROW, TYPE b.

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

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DEDHAM AVENUE TRAFFIC CALMING

NEEDHAM

MASSACHUSETTS

PROJ. No.: 20150706.T10
DATE: 08/22/2023

GI-301



TYPICAL SECTION
DEDHAM AVENUE
PROPOSED RESTRIPING

STA. 15+58 TO STA. 28+12

* TOLERANCE FOR CONSTRUCTION $\pm 0.5\%$
N.T.S



00' MIN

TYPICAL SECTION

DEDHAM AVENUE PROPOSED RESTRIPING

& SIDEWALK UNDER MBTA BRIDGE

STA. 29+09 TO STA. 29+88

* TOLERANCE FOR CONSTRUCTION $\pm 0.5\%$

N.T.S



**TYPICAL SECTION
DEDHAM AVENUE
PROPOSED RESTRIPIG**

STA. 29+96 TO STA. 34+65
STA. 36+96 TO STA. 40+53
STA. 42+28 TO STA. 51+36
STA. 53+00 TO STA. 56+54

* TOLERANCE FOR CONSTRUCTION $\pm 0.5\%$
N.T.S

GENERAL NOTES

PROPOSED CEMENT CONCRETE PEDESTRIAN CURB RAMP (PCR)

SURFACE: 6" CEMENT CONCRETE
AIR ENTRAINED 4000psi, 3/4", 610

FOUNDATION: 8" GRAVEL BORROW, TYPE b.

PROPOSED CEMENT CONCRETE SIDEWALK

SURFACE: 4" CEMENT CONCRETE
AIR ENTRAINED 4000psi, 3/4", 610

FOUNDATION: 8" GRAVEL BORROW, TYPE b.

PROPOSED FULL DEPTH CONSTRUCTION (LESS THAN 4.0' WIDE)

SURFACE:	2" SUPERPAVE SURFACE COURSE - POLYMER - 12.5 OVER
INTERMEDIATE:	2-1/4" SUPERPAVE INTERMEDIATE COURSE - 19.0 OVER
BASE:	6" HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE - 4000psi, 610, 3/4" OVER
SUBBASE:	8" GRAVEL BORROW, TYPE b.

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

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TOWN OF NEEDHAM

TYPICAL SECTIONS

DEDHAM AVENUE TRAFFIC CALMING

NEEDHAM

MASSACHUSETTS

PROJ. No.: 20150706.T10
DATE: 08/22/2023

GI-302

- NOTES:
1. PEDESTRIAN CURB RAMP SLOPES SHALL NOT EXCEED 7.5%.
 2. ALL EXISTING SIGNS TO REMAIN UNLESS OTHERWISE NOTED ON PLANS.
 3. EXISTING PAVEMENT MARKINGS ARE TO BE REMOVED IN AREAS WHERE NEW PAVEMENT MARKINGS ARE PROPOSED
 4. PAVEMENT MARKING REMOVAL SHALL BE OF AN APPROVED METHOD.
 5. ALL EXISTING UTILITIES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. CONTRACTOR SHALL CONFIRM LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION AND REQUEST TEST PITS AS NEEDED.
 6. SAWCUTS SHALL BE MADE AT THE LIMITS OF ALL PROPOSED SIDEWALKS & RAMPS WHERE IT MATCHES EXISTING CONDITION.
 7. CONTRACTOR SHALL TRANSITION PROPOSED CURBING TO MEET EXISTING AT ALL PROPOSED CURBING LIMITS.
 8. RIGHT OF WAY LINES SHALL BE CONFIRMED BY CONTRACTOR PRIOR TO CONSTRUCTION.
 9. ALL TREES SHALL BE RETAINED.
 10. CONTRACTOR SHALL RESET EXISTING CURB AS NEEDED. OTHERWISE, EXISTING CURB SHALL BE REMOVED AND STACKED AND NEW GRANITE CURBING SHALL BE INSTALLED PER PLANS.

PAVEMENT MARKING AND SIGNS LEGEND	
SL	PROPOSED 12" WHITE STOP LINE
SWL	PROPOSED 6" SINGLE WHITE LINE
SYL	PROPOSED 6" SINGLE YELLOW LINE
DBYL	PROPOSED 6" DOUBLE YELLOW LINE
DWLEx	PROPOSED 6" DOTTED WHITE LINE EXTENSION (2' MARK - 6' SKIP)
CW	PROPOSED 12" WHITE CROSS WALK
YGL	PROPOSED 12" YELLOW GORE LINE (15' O.C.) @45 DEGREES
WGL	PROPOSED 6" WHITE GORE LINE (4' O.C.) @45 DEGREES

LEGEND:

PROPOSED PEDESTRIAN CURB RAMP DETAIL # X#

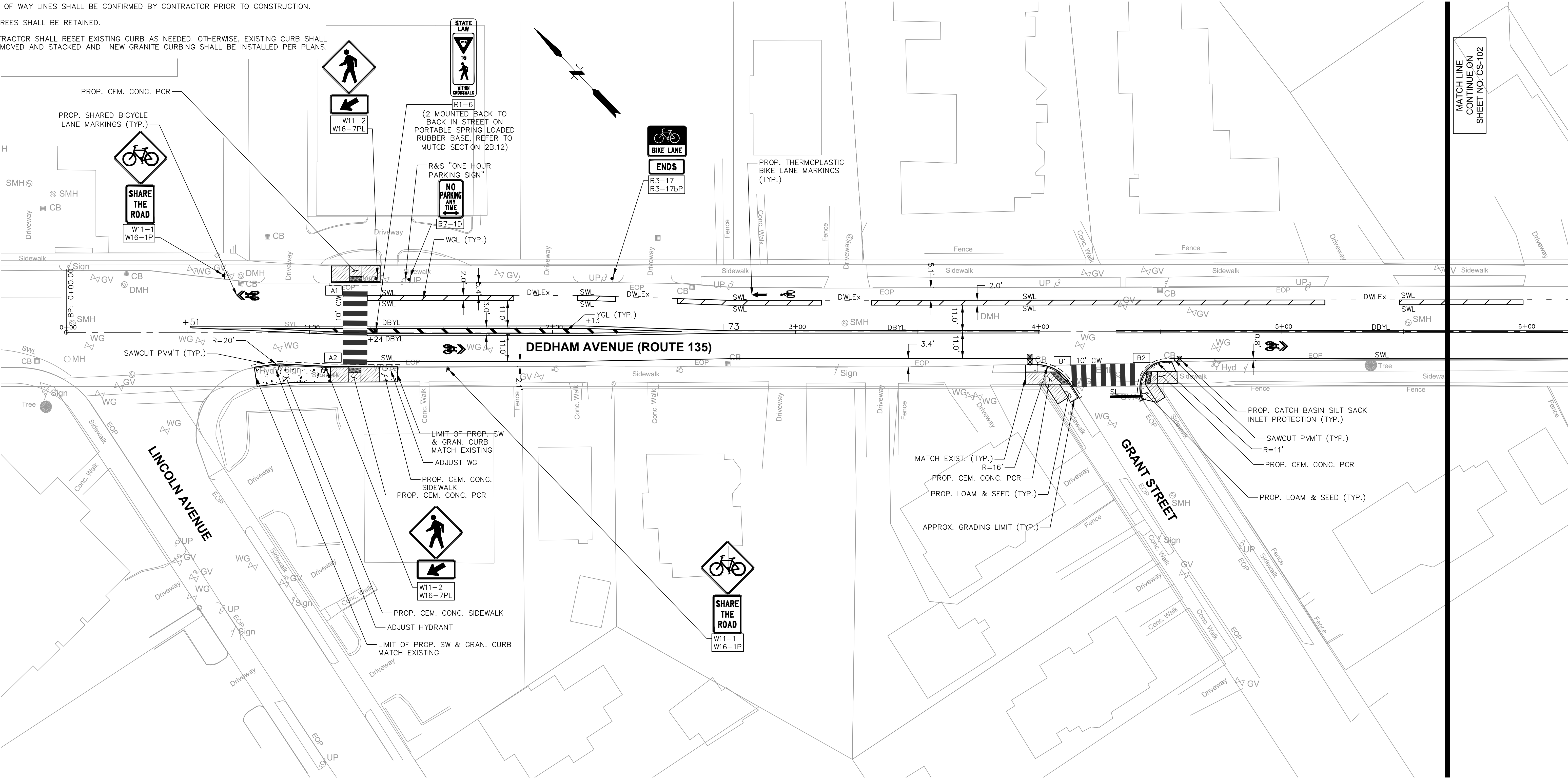
PROPOSED SIGN DESIGNATION XXXX

HATCHING LEGEND:

PROPOSED LOAM & SEED

PROPOSED CEM. CONC. PEDESTRIAN CURB RAMP

PROPOSED CEM. CONC. SIDEWALK



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GRAPHIC SCALE

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TOWN OF NEEDHAM

CONSTRUCTION PLANS

DEDHAM AVENUE TRAFFIC CALMING

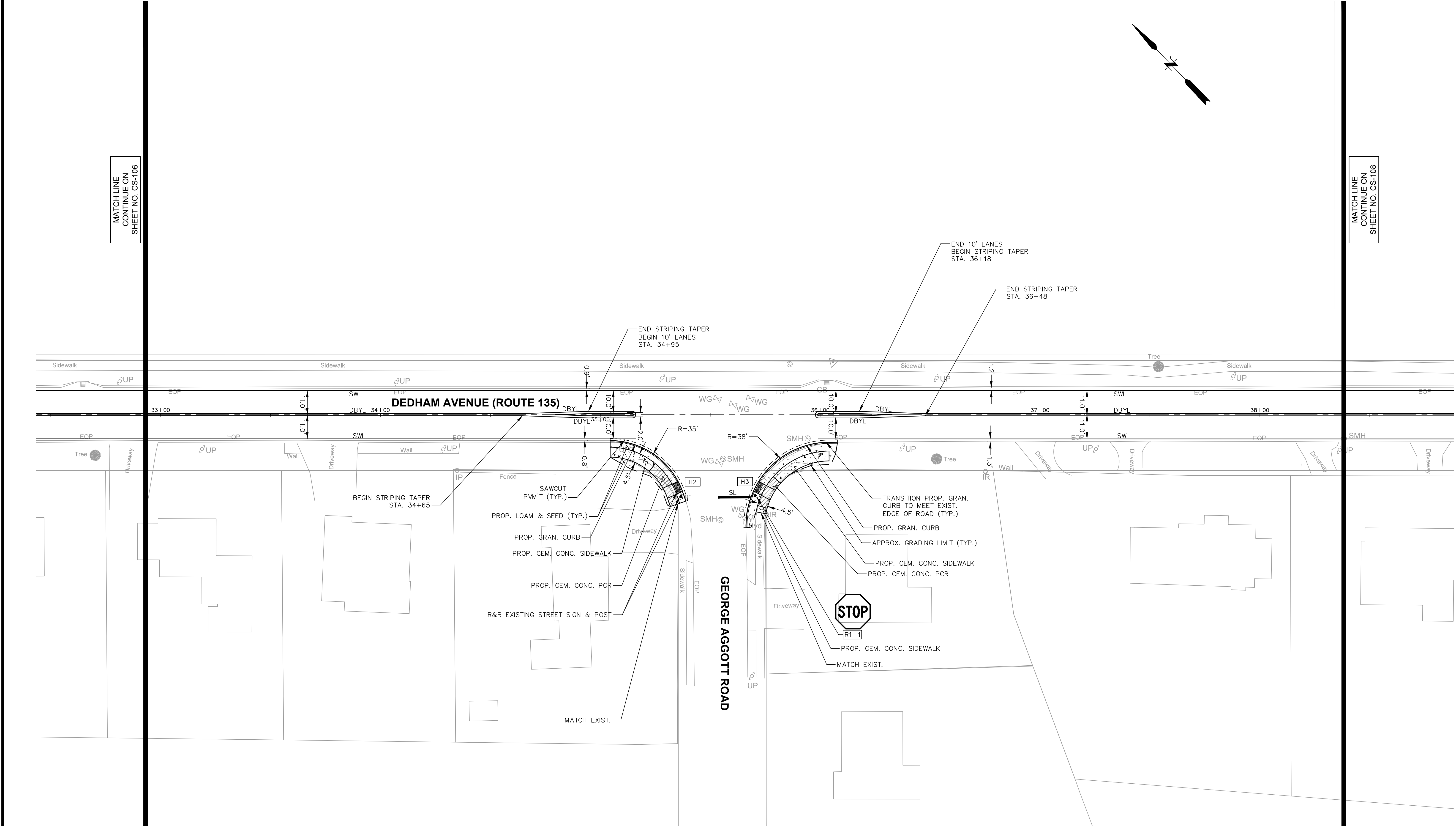
NEEDHAM MASSACHUSETTS

PROJ. No.: 20150706.T10
DATE: 08/22/2023

CS-101



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DATUM:

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VERT.: -

0 10' 20' 40'

GRAPHIC SCALE

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TOWN OF NEEDHAM

CONSTRUCTION PLANS

DEDHAM AVENUE TRAFFIC CALMING

NEEDHAM MASSACHUSETTS

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CS-107



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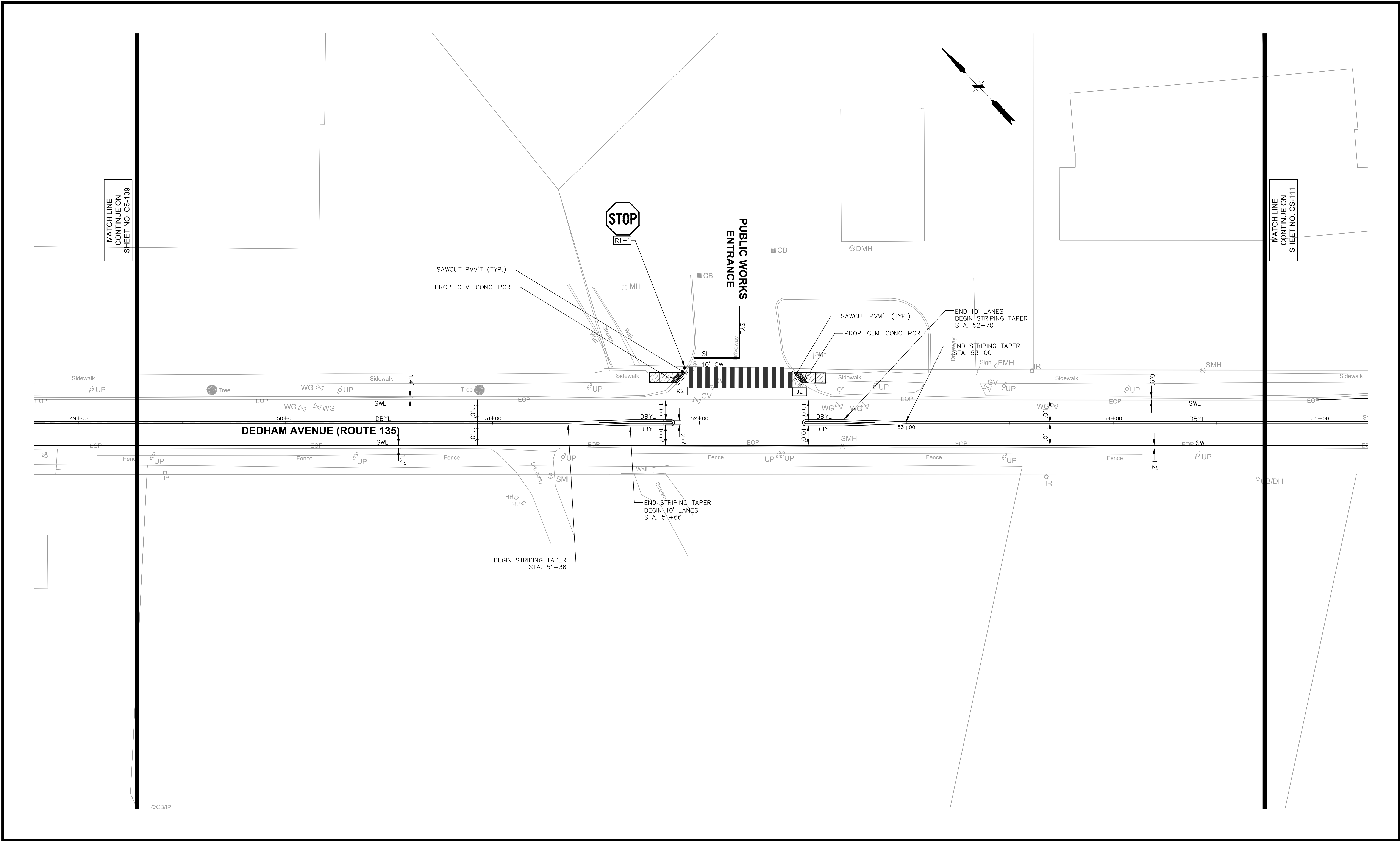
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GRAPHIC SCALE	



NEEDHAM MASSACHUSETTS

CS-109

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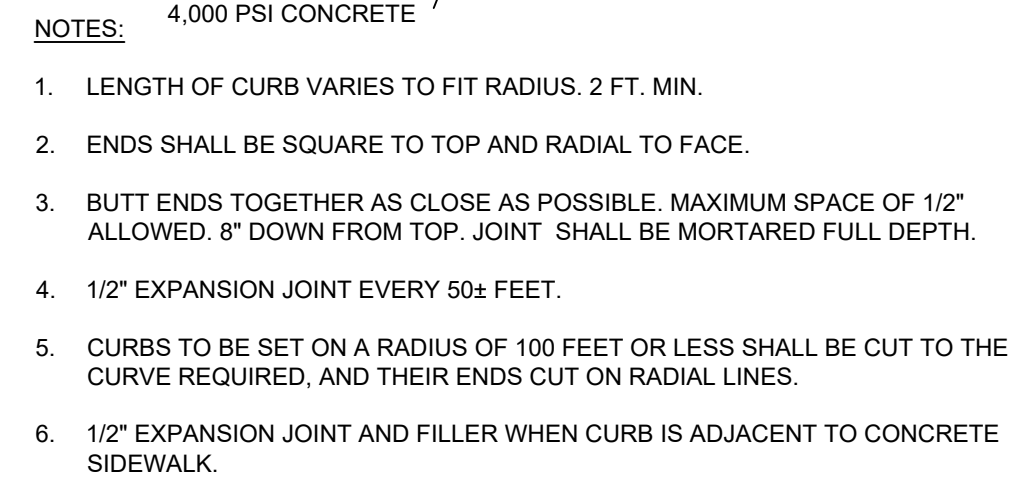
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GRAPHIC SCALE

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TOWN OF NEEDHAM
CONSTRUCTION PLANS
DEDHAM AVENUE TRAFFIC CALMING
NEEDHAM MASSACHUSETTS

PROJ. No.: 20150706.T10
DATE: 08/22/2023
CS-110



30'-0"

5'-0" 5'-0" 5'-0"

TOOLED JOINT
1/3 SIDEWALK
DEPTH EVERY 5'

1/4" CORK ASPHALT
EXPANSION JOINT EVERY 30'

FULL CUT CONSTRUCTION JOINT

NOTES:

1. PROVIDE DEEP DUMMY JOINT EVERY 5' (1/3 DEPTH OF SLAB)
2. REPLACE 1/4" EXPANSION JOINT IF EXISTING JOINT FALLS WITHIN RECONSTRUCTION.
3. SAWCUT CONTROL JOINTS WITHIN 24 HOURS
4. SLIP DOWELS AT EXPANSION JOINTS
5. SMOOTH TROWEL EDGE, MARGINS, JOINTS TYP.
6. MEDIUM BROOM FINISH, DIRECTION OF FINISH TO BE PERPENDICULAR TO THE LONGITUDINAL DIRECTION OF PAVEMENT: UNLESS, OTHERWISE NOTED ON PLANS. REFLECTANCE RATING OF 0.3 MINIMUM
7. CHROMIX ADMIXTURE MANUFACTURED BY L. M. SCHOFIELD CO., DOUGLASVILLE GA, (800) 800-9900.
8. WET CURE MINIMUM IS 7 DAYS



0.45" (MIN.)
0.9" (MAX.)

0.9" (MIN.)
1.4" (MAX.)

0.65" (MIN.)

5' (MIN.)

2.4" (MAX.)

2

DOME SECTION

NOTES:
1. SEE MASSDOT CONSTRUCTION STANDARD E107.6.5

Diagram illustrating the cross-section of a landscape area, showing the layers and dimensions:

- SEEDING LAWN OR APPROVED EQUIVALENT
- 4" LIGHTLY COMPACTED TOPSOIL
- FINISHED GRADE
- LOOSEN SUBSOIL 3" BELOW TOPSOIL
- SPACE AS SHOWN ON LANDSCAPE DRAWINGS
- QUANTITY VARIES
- 4" MIN

Technical drawing of a granite curb inlet. The top view shows a rectangular curb with a central rectangular opening. The length of the curb is labeled "VARIABLE (72" TYP.)" and the width of the opening is labeled "24"". The side view shows the curb's profile, which is 6" wide at the top and 17"-19" high. The curb has a sloped top surface and a vertical face. The opening is 24" wide and 12" high. The curb is shown installed on an "EXISTING STRUCTURE".

NOTES:

- GRANITE CURB INLET

NOTES:

1. DIMENSIONS WILL BE AS SHOWN UNLESS OTHERWISE DIRECTED BY ENGINEER.
2. CURVED INLETS WILL BE CUT TO THE CURVE SPECIFIED ON THE PLANS. JOINTS WILL BE CUT ON RADIAL LINES.

A 3D perspective diagram of a rectangular box with a lid. The box is shown in an isometric view, with the lid being lifted by a rod. The lid is hinged to the box, and the rod is positioned to lift it. The diagram illustrates the internal structure of the box and the lid, showing the hinges and the rod.

NOTES:

1. SIZED TO FIT ANY SIZE OR SHAPE CATCH BASIN.
2. ALL SEAMS DOUBLE STITCHED.
3. PERMEABILITY - REGULAR FLOW SILTSACK - 40 gal./min./sq. ft.
HI - FLOW SILTSACK - 200 gal./min./sq. ft.

No.	DATE	DESCRIPTION	DESIGNER REVIEWER

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DEDHAM AVENUE TRAFFIC CALMING

NEEDHAM

MASSACHUSETTS

PROJ. No.: 20150706.T10
DATE: 08/22/2023

CD-501



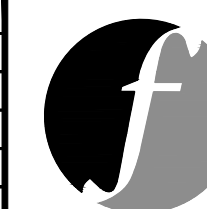
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TOWN OF NEEDHAM

CONSTRUCTION DETAILS

DEDHAM AVENUE TRAFFIC CALMING

NEEDHAM

MASSACHUSETTS

PROJ. No.: 20150706.T10
DATE: 08/22/2023

CD-503

NOTES:

1. HIGH INTENSITY ENCAPSULATED LENS REFLECTIVE SHEETING SHALL BE USED FOR ALL SIGNS. THE 2009 "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", THE 1990 MDPW "STANDARD DRAWINGS FOR SIGNS AND SUPPORTS", AND ALL ADMENDMENTS WILL GOVERN.

SCALE: N.T.S

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1. RAMP GRADES SHALL NOT EXCEED 7.5%*
2. * CONSTRUCTION TOLERANCE $\pm 0.5\%$
3. ROADWAY GUTTER GRADES WERE APPROXIMATED FROM ELEVATION DATA PROVIDED IN SURVEY FILE. CONTRACTOR SHALL ADJUST RAMP TRANSITION LENGTHS AS NEEDED TO NOT EXCEED 7.5%*

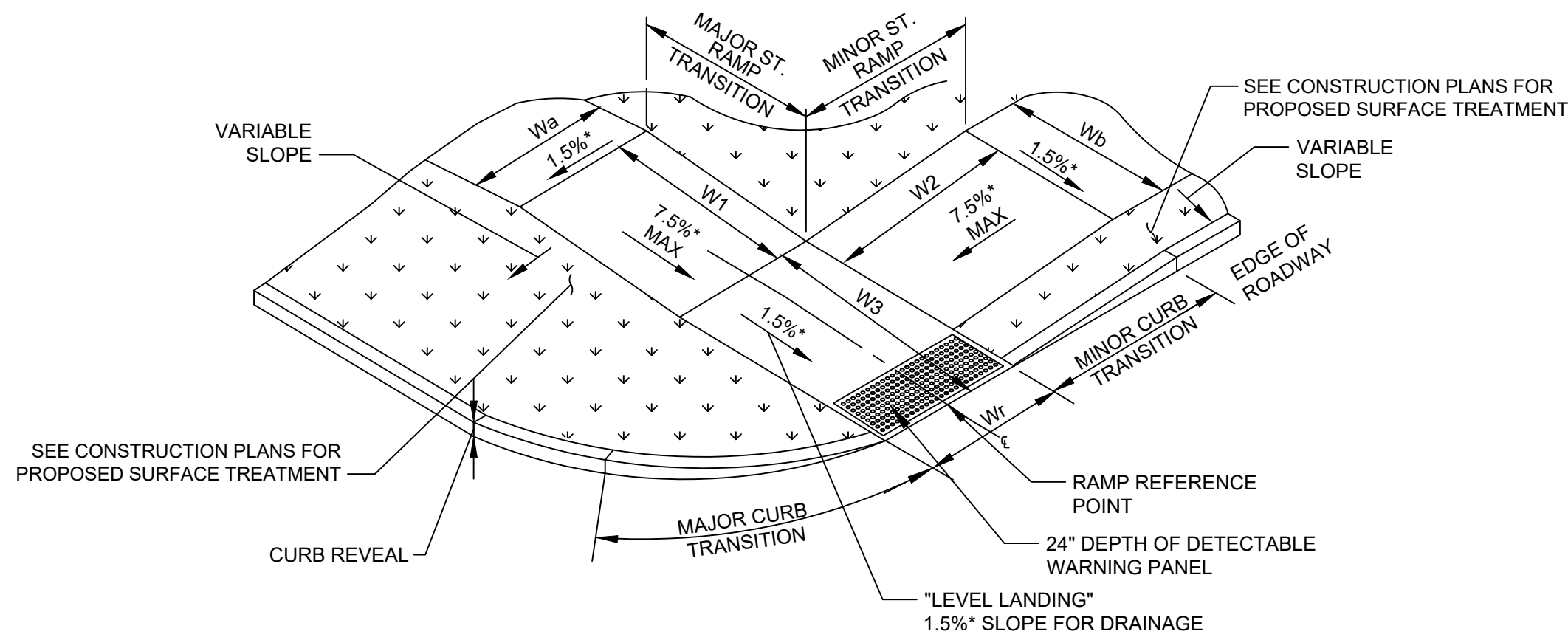
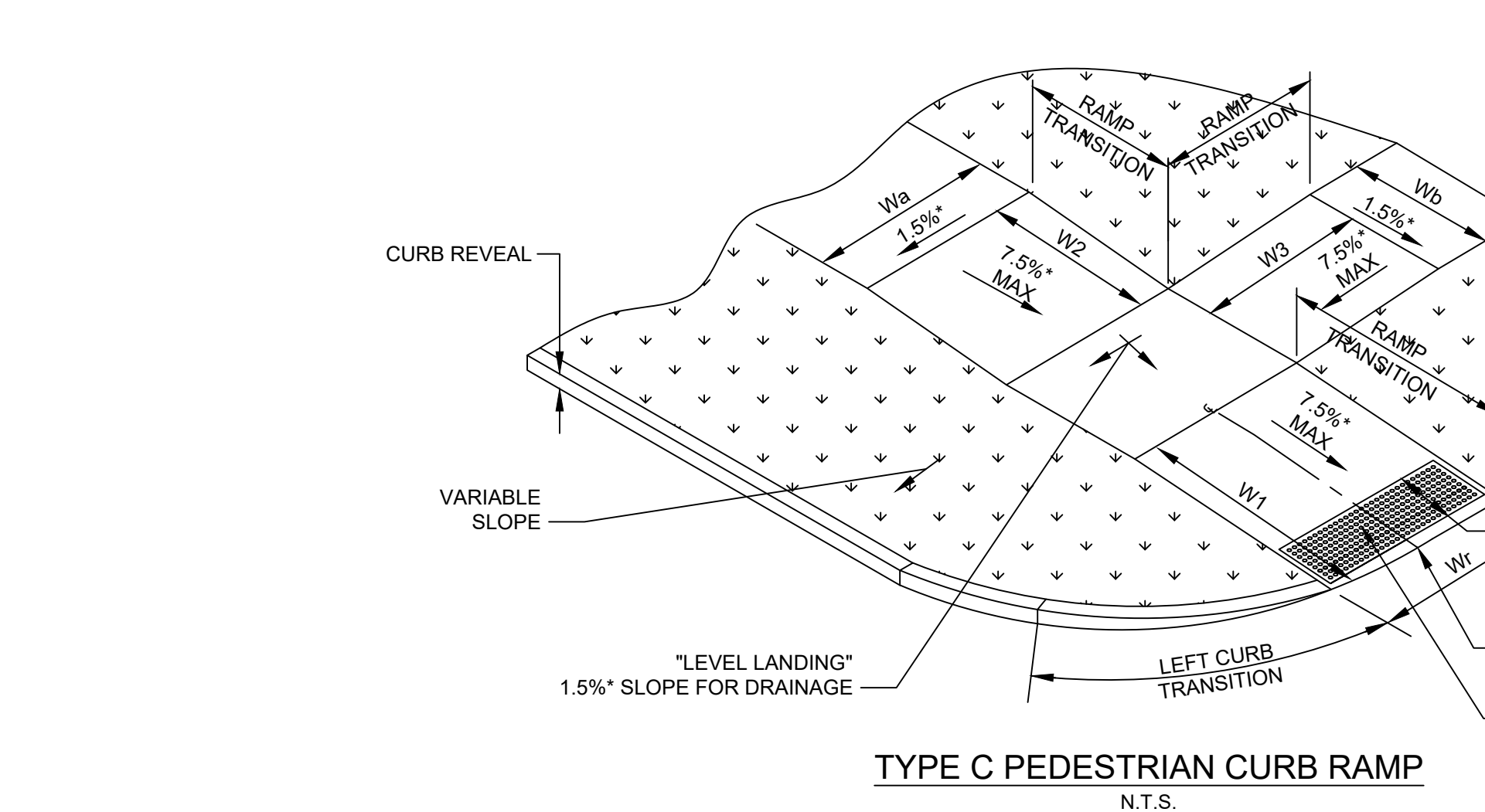
The diagram illustrates a cross-section of a Type A Pedestrian Curb Ramp. Key components and specifications include:

- Ramp Surface:** Labeled "LIMITS OF CEMENT CONCRETE RAMP".
- Transitions:** "LEFT SIDE TRANSITION" and "RIGHT SIDE TRANSITION" are shown with a "PLAIN CEMENT CONCRETE" base.
- Curbs:** "CURB REVEAL" and "GRANITE TRANSITION CURB" are indicated.
- Grades:** Ramp grades are specified as "7.5%* MAX" and "1.5%*" for the "LEVEL LANDING".
- Dimensions:** A "2'-0\" MAX" dimension is shown for the ramp length, and a "5'-0\" MIN" dimension is shown for the transition area.
- Other Features:** "24\" DEPTH OF DETECTABLE WARNING PANEL" and "CURBING AS NOTED ON PLANS" are also indicated.

NOTES:

- SEE CONSTRUCTION STANDARD E 107.2.1 AND E 107.6.5
- * CONSTRUCTION TOLERANCE $\pm 0.5\%$
- SEE CONSTRUCTION STANDARD E 107.9.0

TYPE A PEDESTRIAN CURB RAMP



NOTES:

- SEE CONSTRUCTION STANDARD E 107.6.0 AND E 107.6.5
- * CONSTRUCTION TOLERANCE $\pm 0.5\%$

N.T.S.

SECTION

N.T.S.

PCH#	RAMP REFERENCE POINT		WIDTH OF SIDEWALK (W ₁)	WIDTH OF SIDEWALK (W ₂)	WIDTH OF RAMP ENTRANCE (W ₃)	LENGTH OF RAMP (W ₁)	LENGTH OF TRANSITION RAMP (W ₂)	LENGTH OF LEVEL LANDING (W ₃)	CORNER RADIUS	MAJOR SIDE TRANSITION					MINOR SIDE TRANSITION				
	STATION/ ROADWAY	OFFSET								CURB CURVE LENGTH	CURB STRAIGHT LENGTH	POBT CURB REVEAL	ROADWAY GUTTER GRADE	CURB REVEAL	CURB CURVE LENGTH	CURB STRAIGHT LENGTH	POBT CURB REVEAL	ROADWAY GUTTER GRADE	CURB REVEAL
B1	4+11.26 DEDHAM AVE	19.07' RT	5'-0"	5'-0"	5'-0"	8'-0"	6'-6"	6'-0"	16'	6'-6"	-	-	1.1%	6"	-	6'-6"	-	-5.8%	6"
B2	4+42.40 DEDHAM AVE	19.03' RT	5'-0"	4'-0"	5'-0"	8'-0"	6'-6"	5'-0"	11'	6'-6"	-	-	1.0%	6"	6'-6"	-	-2.3%	6"	
B3	11+84.29 DEDHAM AVE	19.68' RT	5'-0"	4'-0"	5'-0"	8'-0"	6'-6"	5'-0"	50'	6'-6"	-	-	1.0%	6"	-	6'-6"	-	-2.5%	6"
B4	12+64.33 DEDHAM AVE	19.83' RT	5'-0"	5'-0"	5'-0"	7'-0"	6'-6"	5'-0"	40'	6'-6"	-	-	-1.0%	6"	6'-6"	-	-1.0%	6"	
B5	13+12.67 DEDHAM AVE	20.00' RT	5'-0"	4'-9"	5'-0"	8'-0"	6'-6"	5'-0"	16'	6'-6"	-	-	1.0%	6"	6'-6"	-	-1.0%	6"	

PLAIN CEMENT CONCRETE

RAMP TRANSITION

7.5% MAX

5'-0"

LIMITS OF CEMENT CONCRETE RAMP

RIGHT SIDE TRANSITION

RAMP REFERENCE POINT

DETECTABLE WARNING PANEL (SEE E 107.6.5)

3'-0" LEVEL LANDING

1.5% SLOPE FOR DRAINAGE

VARIABLE SLOPE

CURB REVEAL

W1

W2

E

- SEE CONSTRUCTION STANDARD E 107.3.0 AND E 107.3.1

- * CONSTRUCTION TOLERANCE

7.5% MAX

LEVEL LANDING

MAX 1

ROADWAY

SIDEWALK FOUNDATION

FO

WORE	RAMP REFERENCE POINT		LENGTH OF RAMP (W1)	WIDTH OF BUFFER (W2)	CORNER RADIUS	RIGHT SIDE TRANSITION				
	STATION/ROADWAY	OFFSET				CURVE LENGTH	STRAIGHT LENGTH	PCPT CURVE REVEAL	ROADWAY GUTTER GRADE	CURBS REVEAL
D1	11+30.13 DEDHAM AVE	21.13' RT	8'-6"	6'-10"	10'	6'-6"	-	6"	0.8%	6"

TYPE D PEDESTRIAN CURB RAMP

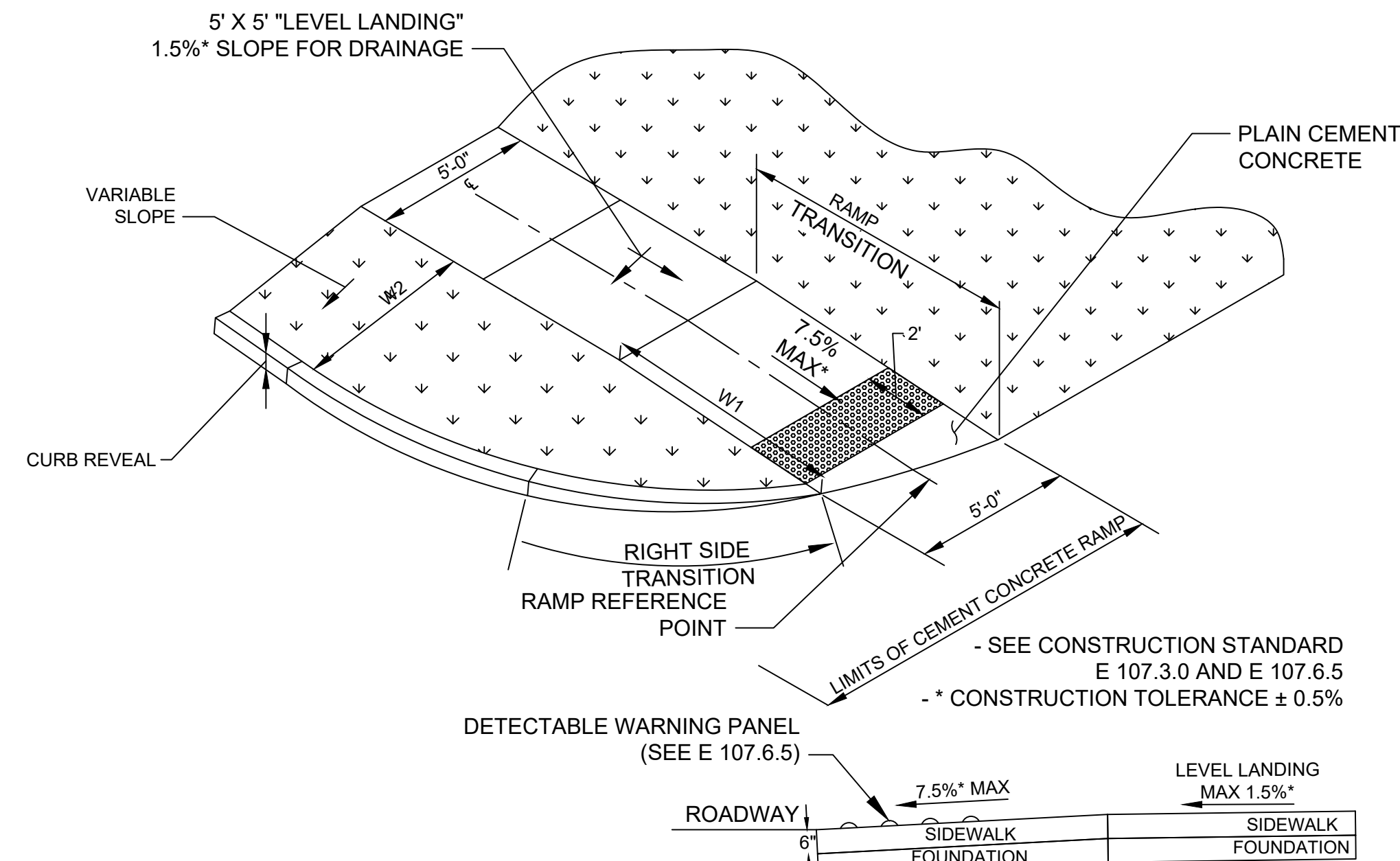
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		VERT.:
	DATUM:	
		HORZ.: -
		VERT.: -



PROJ. No.: 20150706.T10
DATE: 08/22/2023

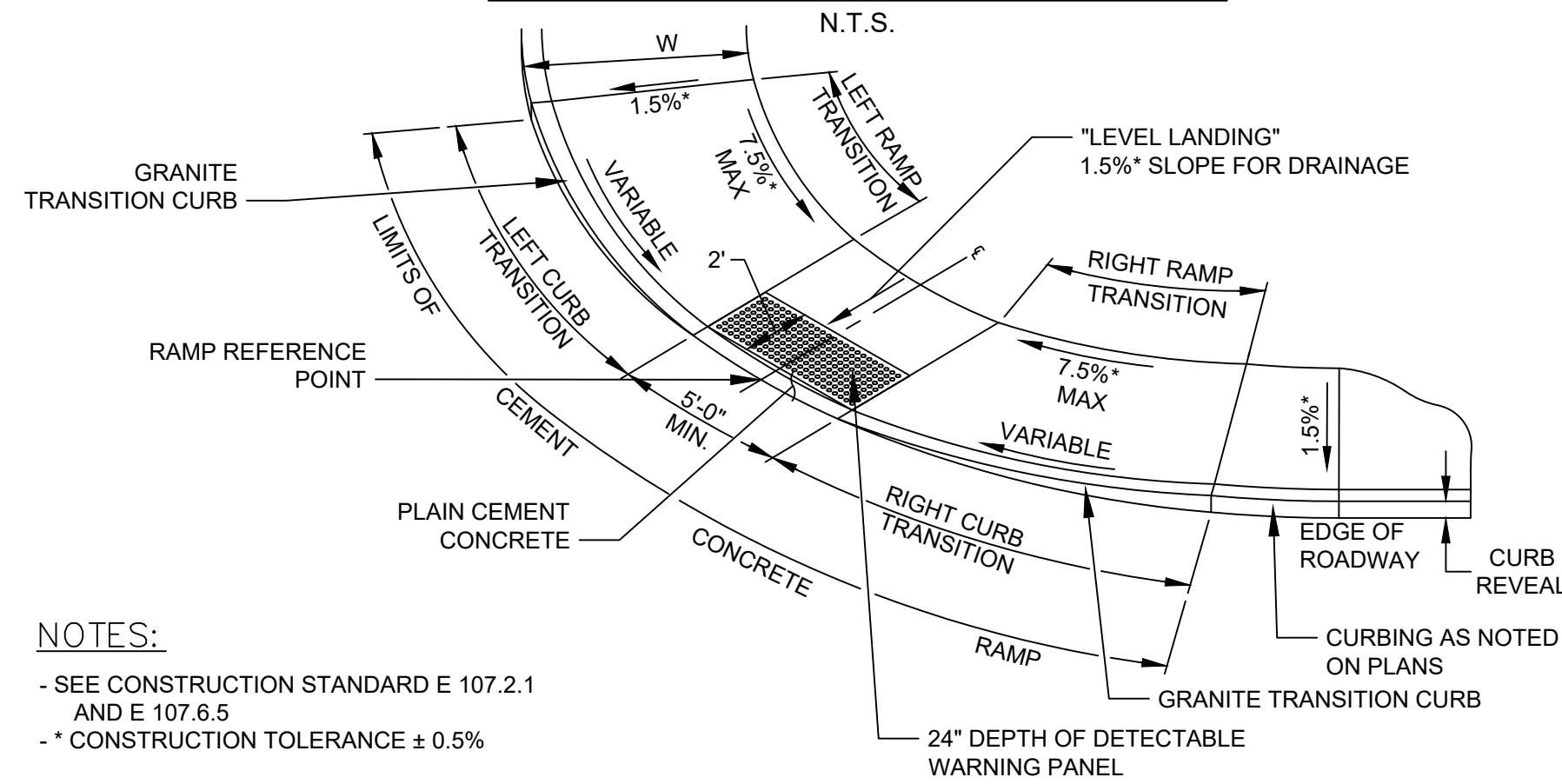
CD-505

1. RAMP GRADES SHALL NOT EXCEED 7.5%*
2. * CONSTRUCTION TOLERANCE $\pm 0.5\%$
3. ROADWAY GUTTER GRADES WERE APPROXIMATED FROM ELEVATION DATA PROVIDED IN SURVEY FILE. CONTRACTOR SHALL ADJUST RAMP TRANSITION LENGTHS AS NEEDED TO NOT EXCEED 7.5%*



WCR#	RAMP REFERENCE POINT		LENGTH OF RAMP (W1)	WIDTH OF BUFFER (W2)	CORNER RADIUS	RIGHT SIDE TRANSITION				
	STATION/ ROADWAY	OFFSET				CURVE LENGTH	STRAIGHT LENGTH	POINT OF CURB REVEAL	ROADWAY GRADE TO CURB GRADE	CURB REVEAL
E1	12+21.79 DEDHAM AVE	23.46' LT	7'-6"	5'-0"	5'	5'-3"	1'-9"	1.5"	-1.2%	6"

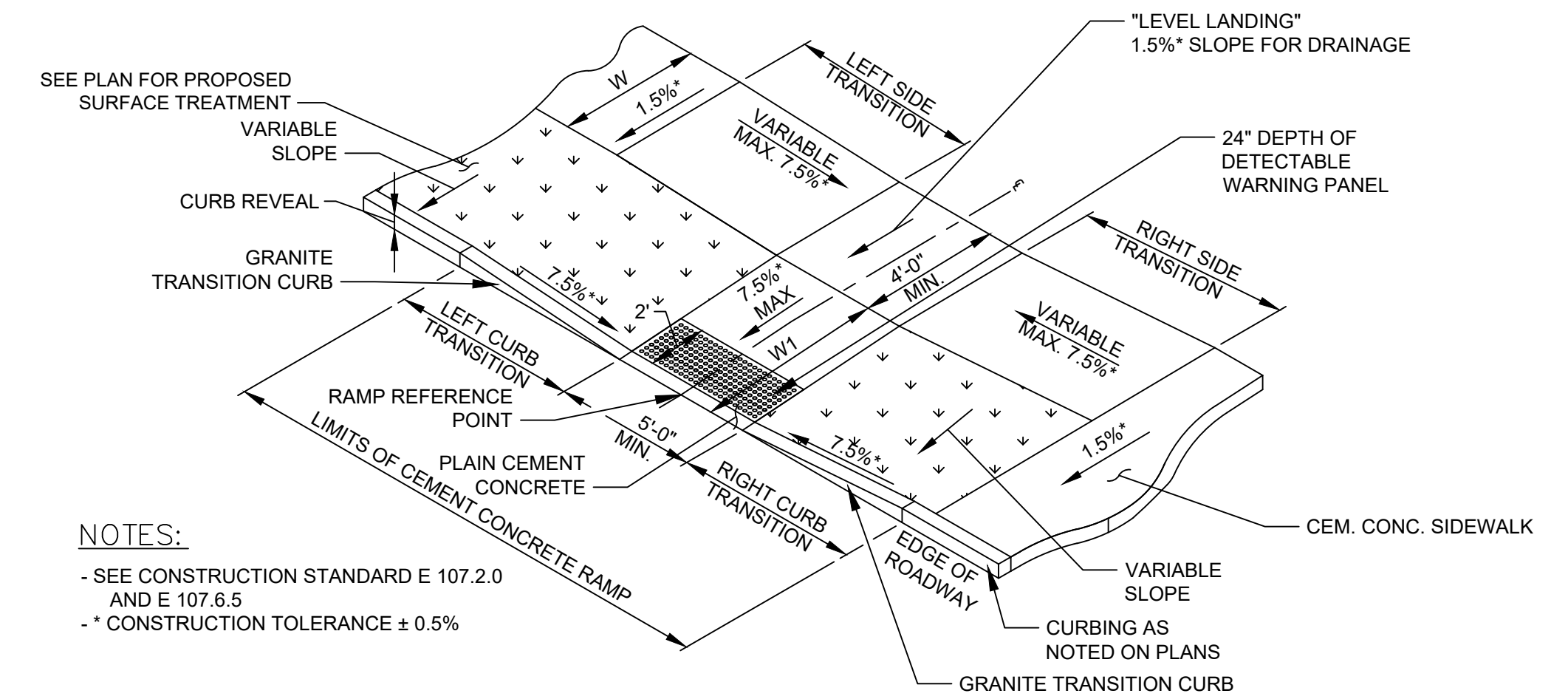
TYPE E PEDESTRIAN CURB RAMP



- SEE CONSTRUCTION STANDARD E 107.2.1 AND E 107.6.5
- * CONSTRUCTION TOLERANCE $\pm 0.5\%$

PCRB	RAMP REFERENCE POINT		WIDTH OF SIDEWALK (W)	WIDTH OF RAMP ENTRANCE (Z) (W/2)	CORNER RADIUS	LEFT SIDE TRANSITION										RIGHT SIDE TRANSITION									
	STATION/ ROADWAY	OFFSET				CURB CURVE LENGTH	CURB CURVE LENGTH	CURB CURVE LENGTH	REVEAL	ROWDRY	GUTTER	CURB REVEAL	RAMP LENGTH	CURB CURVE LENGTH	CURB CURVE LENGTH	CURB CURVE LENGTH	REVEAL	ROWDRY	GUTTER	CURB REVEAL	RAMP LENGTH				
G1	16+94.71 DEHAM AVE	29.39' LT	VARIABLES (7'-0" TO 8'-4")	5'-0"	32.5'	7'-0"	-	6'	-1.0%	6'	7'-0"	8'-0"	-	6'	1.0%	6'	8'-0"	-	6'						
G2	17+38.76 DEHAM AVE	19.85' RT	VARIABLES (7'-0" TO 8'-4")	5'-0"	8.8'	7'-6"	-	6'	-2.5%	6'	6'-6"	10'-0"	-	6'	2.5%	6'	10'-0"	-	6'						

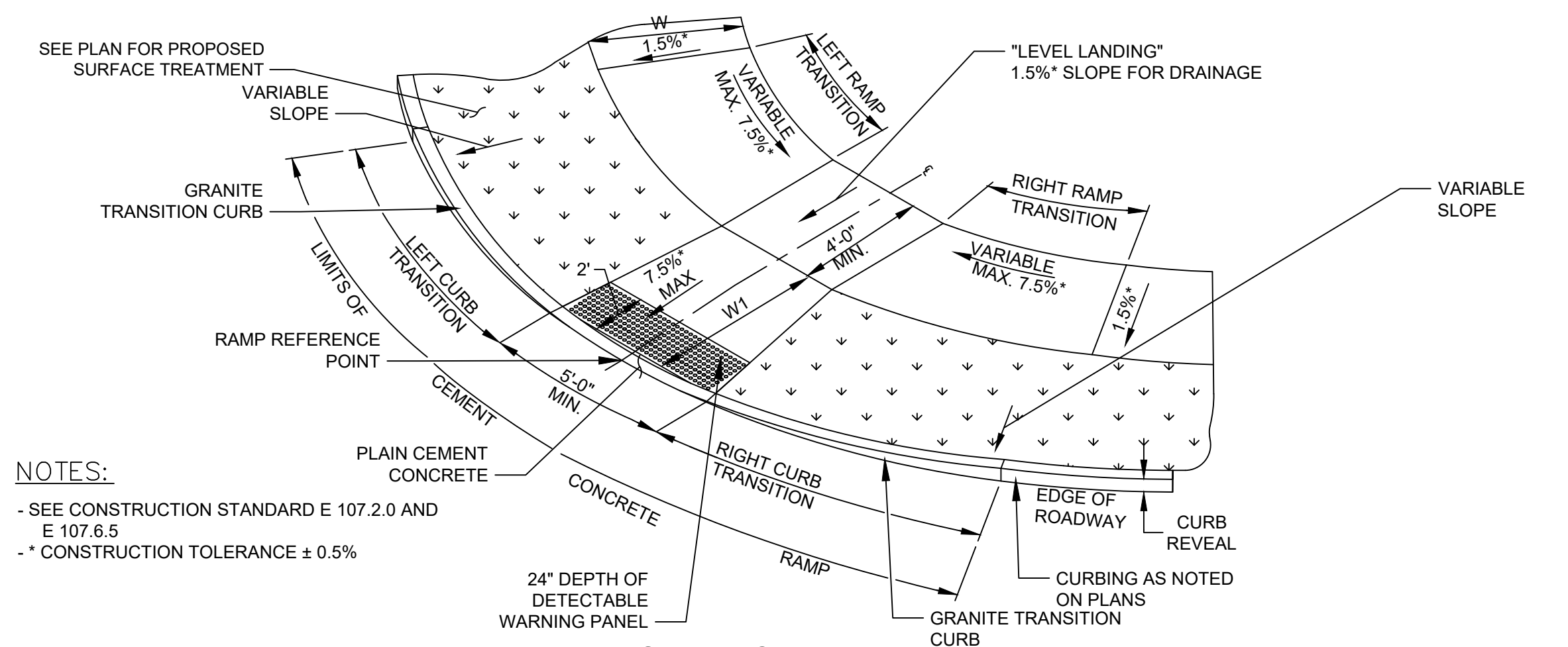
TYPE G PEDESTRIAN CURE



- SEE CONSTRUCTION STANDARD E 107.2.0 AND E 107.6.5
- * CONSTRUCTION TOLERANCE $\pm 0.5\%$

WCR#	RAMP REFERENCE POINT		WIDTH-OF SIDEWALK (W)	WIDTH OF RAMP (W) (5'-0" MIN.)	LENGTH OF RAMP (L) (W)	LEFT SIDE TRANSITION						RIGHT SIDE TRANSITION					
	STATION/ ROADWAY	OFFSET				CURVE LENGTH	STRAIGHT LENGTH	PC/PT REVEAL	ROADWAY GUTTER GRADE	CURB REVEAL	RAMP LENGTH	CURVE LENGTH	STRAIGHT LENGTH	PC/PT REVEAL	ROADWAY GUTTER GRADE	CURB REVEAL	RAMP LENGTH
F1	17+51.28 DEPHAM AVE	35.69' LT	5'-0"	5'-0"	6'-6"	-	6'-6"	-	0.5%	6'	3'-0"	6'-6"	-	-	-0.5%	6'	3'-0"

TYPE F PEDESTRIAN CURB RAMP WITH BUFFER STRIP



- SEE CONSTRUCTION STANDARD E 107.2.0
E 107.6.5
- * CONSTRUCTION TOLERANCE $\pm 0.5\%$

CURB
TYPE H PEDESTRIAN CURB RAMP
ON CORNER RADIUS WITH BUFFER STRIP

WCR#	RAMP REFERENCE POINT		WIDTH OF SIDEWALK (W)	WIDTH OF ENTRANCE (5'-0" MIN.)	LENGTH OF PRIMARY RAMP (W)	CORNER RADIUS	LEFT SIDE TRANSITION							RIGHT SIDE TRANSITION						
	STATION/ROADWAY	OFFSET					CURB CURB LENGTH	STRAIGHT LENGTH	CURB REVEAL	POPT CURB REVEAL	ROADWAY GRADE	CURB REVEAL	RAMP LENGTH	CURB CURB LENGTH	STRAIGHT LENGTH	CURB REVEAL	POPT CURB REVEAL	ROADWAY GRADE	CURB REVEAL	RAMP LENGTH
H2	16+01.46 DEDMAN AVE	22.76' RT	5'-0"	8'-4"	7'-6"	19.75'	6'-6"	-	-	2.8%	6"	3'-0"	6'-6"	-	-	-2.8%	6"	3'-0"		
H3	35+36.45 DEDMAN AVE	32.60' RT	4'-6"	5'-0"	3'-0"	35'	NONE	-	-	-3.1%	N/A	4'-0"	6'-6"	-	-	3.1%	6"	10'-0"		
H4	35+70.81 DEDMAN AVE	32.49' RT	4'-6"	5'-0"	4'-0"	38'	6'-6"	-	-	-0.5%	6"	4'-0"	6'-6"	-	-	0.5%	6"	4'-0"		

PEDESTRIAN CURB RAMP DETAILS (CONT.)

SCALE: N.T.S.

No.	DATE	DESCRIPTION	DESIGNER REVIEWER

SEAL

DRAFT FOR REVIEW

08/22/2023

HORZ.: NOT TO SCALE

HORZ.: -



FUSS & O'NEILL

115 BROAD STREET
BOSTON, MA 02110
617.282.4675
www.fando.com

TOWN OF NEEDHAM

CONSTRUCTION DETAILS

DEDHAM AVENUE TRAFFIC CALMING

NEEDHAM

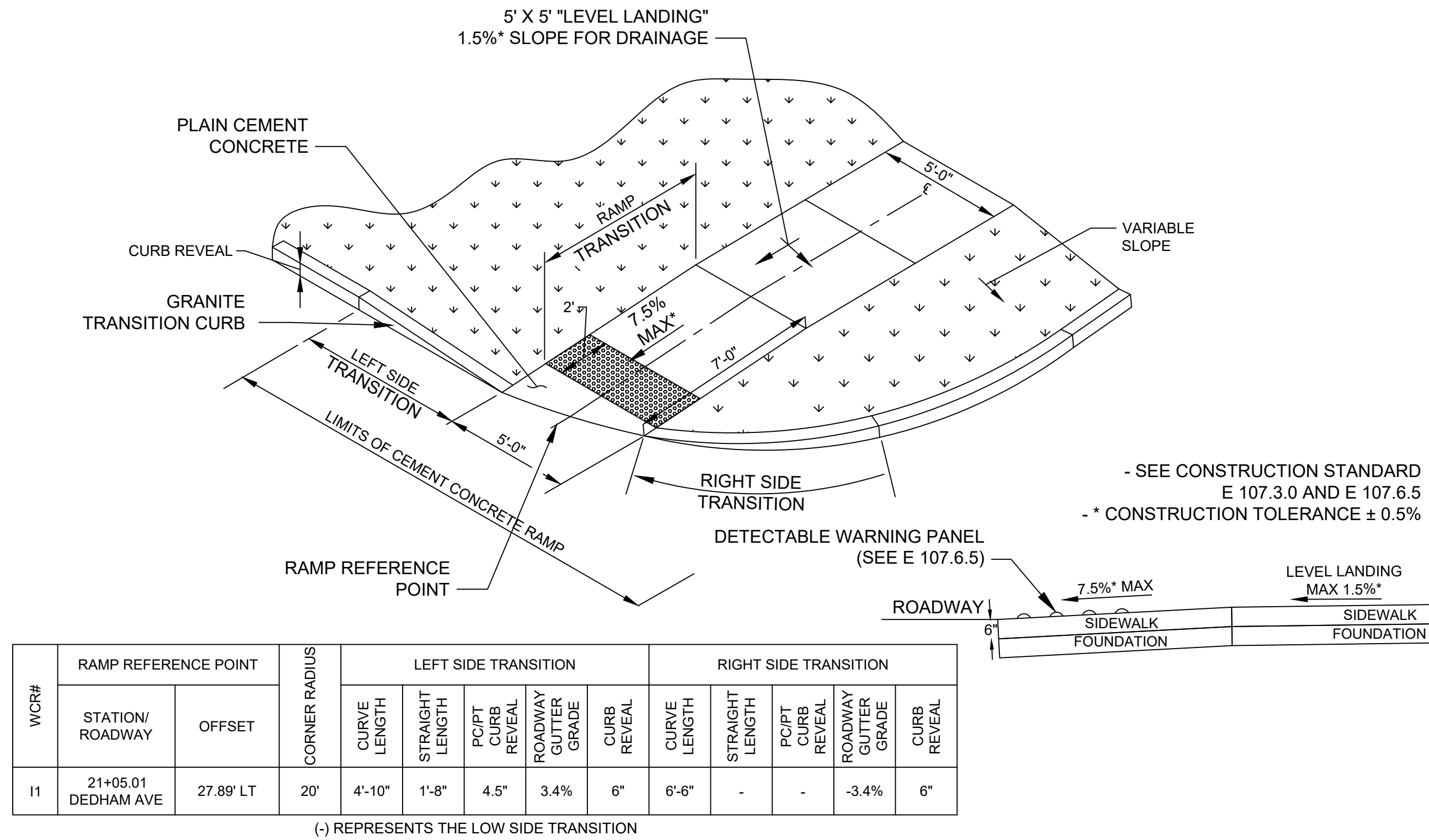
MASSACHUSETTS

DATE: 08/22/2023

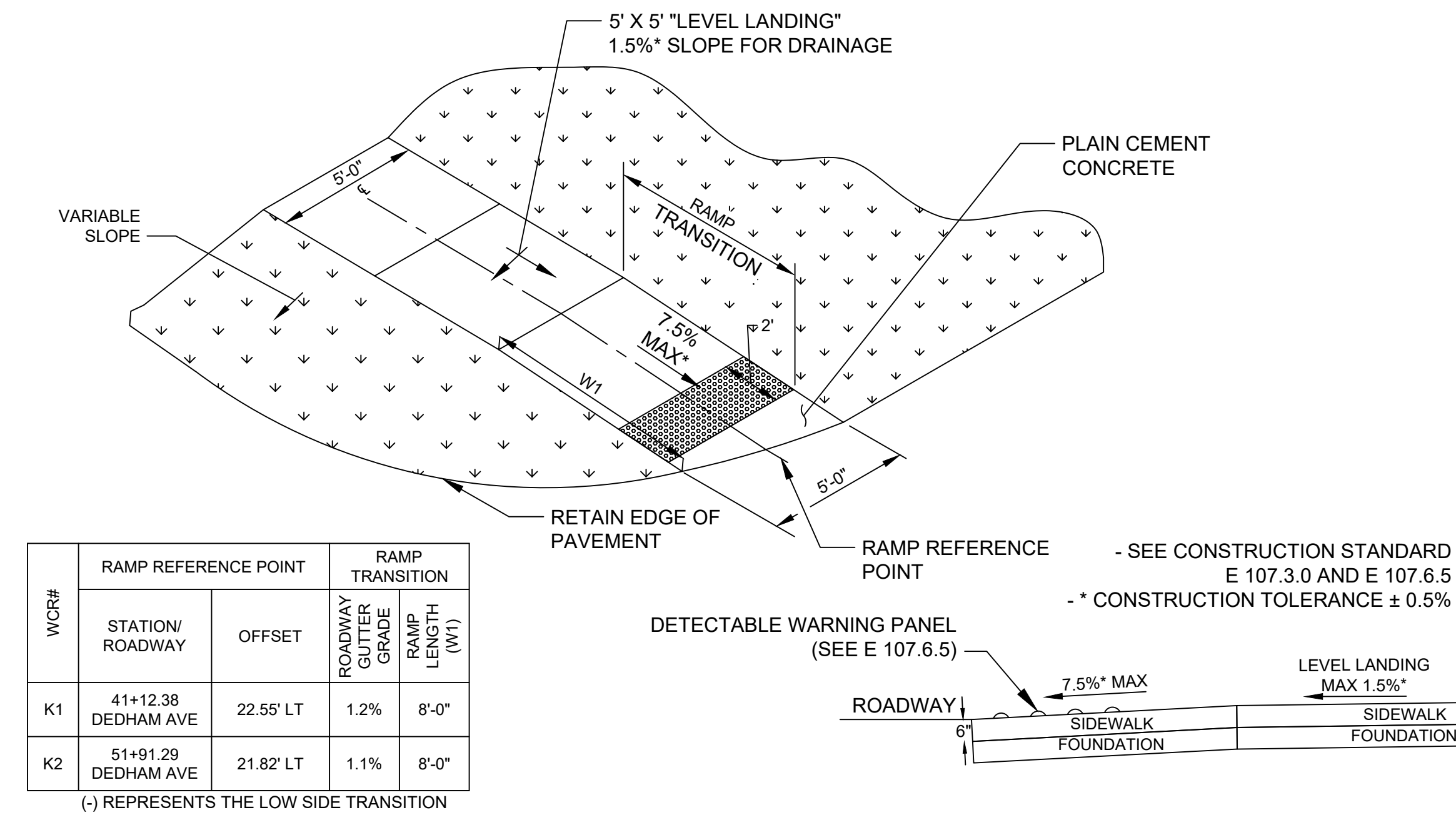
CD-506

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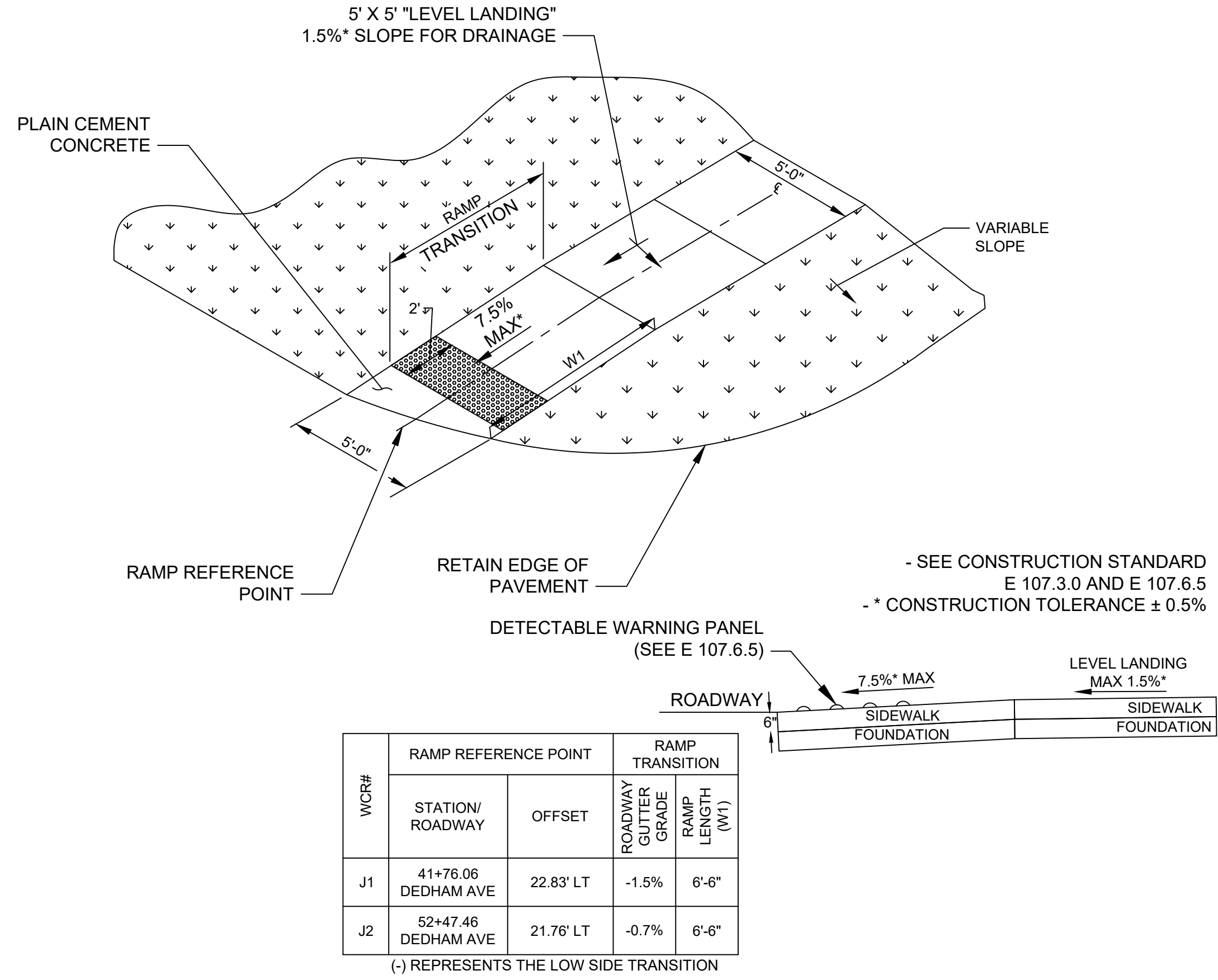
- NOTES:
1. RAMP GRADES SHALL NOT EXCEED 7.5%*
 2. * CONSTRUCTION TOLERANCE $\pm 0.5\%$
 3. ROADWAY GUTTER GRADES WERE APPROXIMATED FROM ELEVATION DATA PROVIDED IN SURVEY FILE. CONTRACTOR SHALL ADJUST RAMP TRANSITION LENGTHS AS NEEDED TO NOT EXCEED 7.5%*



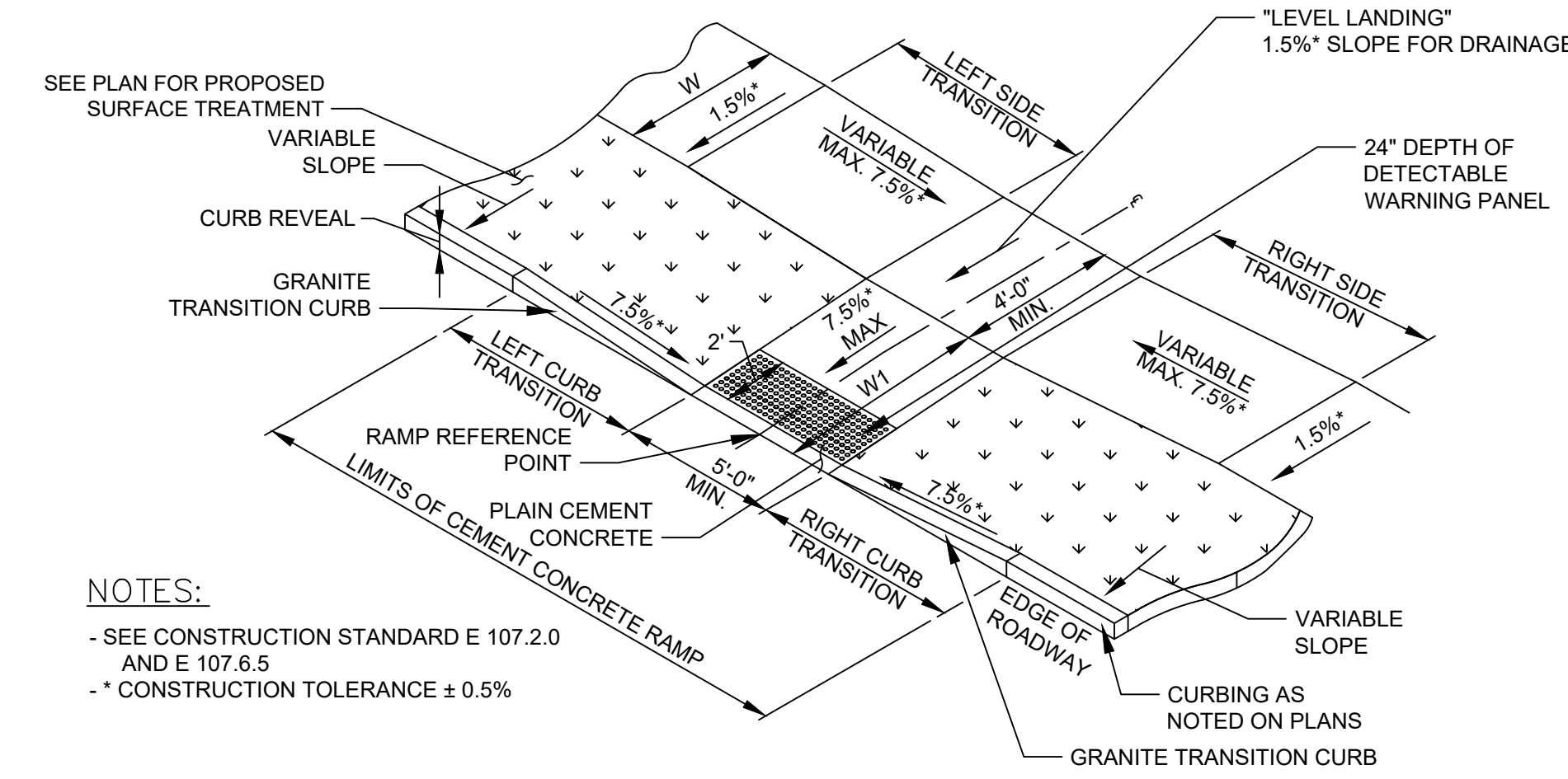
TYPE I PEDESTRIAN CURB RAMP
N.T.S.



TYPE K PEDESTRIAN CURB RAMP
N.T.S.



TYPE J PEDESTRIAN CURB RAMP
N.T.S.



TYPE L PEDESTRIAN CURB RAMP
WITH BUFFER STRIP
N.T.S.

PEDESTRIAN CURB RAMP DETAILS (CONT.)
SCALE: N.T.S.

DRAFT FOR REVIEW
08/22/2023



FUSS & O'NEILL
115 BROAD STREET
BOSTON, MA 02110
617.282.4675
www.fando.com

TOWN OF NEEDHAM
CONSTRUCTION DETAILS
DEDHAM AVENUE TRAFFIC CALMING
NEEDHAM MASSACHUSETTS

PROJ. No.: 20150706.T10
DATE: 08/22/2023

CS-507



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

MEETING DATE: 9/26/2023

Agenda Item	Close October 30, 2023 Special Town Meeting
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board is scheduled to close the warrant for the October 30, 2023 Special Town Meeting.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to close the warrant for the October 30, 2023 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel and Bond Counsel.	
3.	BACK UP INFORMATION ATTACHED
a. Draft Special Town Meeting Warrant 9/26/2023 b. Status of Articles as of 9/26/2023 c. Memorandum Re: Youth Health Initiatives Plan d. Boston Children's Hospital Community Agreement e. Memorandum Re: Opioid Settlement Stabilization Fund Plan f. Memorandum Re: Claxton Field g. Non-Criminal Disposition – Redlined Warrant Article	

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, OCTOBER 30, 2023

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

Draft 9.22.2023

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

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

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

MONDAY, THE THIRTIETH DAY OF OCTOBER 2023

At 7:30 in the afternoon, then and there to act upon the following articles:

FINANCE ARTICLES

**ARTICLE 1: APPROPRIATE FOR ROADWAY IMPROVEMENTS
(EVERSOURCE)**

To see if the Town will vote to raise and/or transfer and appropriate \$205,000 for roadway improvements, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information:

**ARTICLE 2: APPROPRIATE FOR YOUTH HEALTH INITIATIVES
(CHILDREN'S HOSPITAL COMMUNITY BENEFIT PAYMENT)**

To see if the Town will vote to raise and/or transfer and appropriate \$400,000 for youth health initiatives, to be spent under the direction of the Town Manager, and to meet this appropriation that \$200,000 be raised from the Tax Levy and \$200,000 be transferred from Overlay Surplus; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

**ARTICLE 3: APPROPRIATE FOR INTERSECTION IMPROVEMENTS
(CHILDREN’S HOSPITAL)**

To see if the Town will vote to raise and/or transfer and appropriate \$30,000 for improvements to the intersection of Kendrick Street at Third Avenue, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information:

**ARTICLE 4: APPROPRIATE FOR COMMUNITY OPIOID SETTLEMENT
FUND PLANNING**

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

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 5: AMEND THE FY2024 OPERATING BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2024 Operating Budget adopted under Article 12 of the 2023 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
14A	Finance Department Salary & Wages	\$2,398,879	\$2,101,164
14B	Finance Department Expenses	\$1,355,040	\$1,594,151
23A	Public Works Salary & Wages	\$10,915,518	\$10,974,122

Or take any other action relative thereto.

INSERTED BY: Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 6: AMEND THE FY2024 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2024 Sewer Enterprise Fund Budget adopted under Article 13 of the 2023 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
201D	MWRA Assessment	\$7,197,220	\$7,084,841

Or take any other action relative thereto.

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

Article Information: The Town received its final MWRA sewer assessment after the adoption of the Sewer Enterprise Fund budget. The final assessment is \$112,379 lower than the estimate, and the appropriation has been adjusted accordingly.

ARTICLE 7: AMEND THE FY2024 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2024 Water Enterprise Fund Budget adopted under Article 14 of the 2023 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
301D	MWRA Assessment	\$1,886,141	\$1,887,130

Or take any other action relative thereto.

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

Article Information: The Town received its final MWRA water assessment after the adoption of the water Enterprise Fund budget. The final assessment is \$989 higher than the estimate, and the appropriation has been adjusted accordingly.

ARTICLE 8: UNPAID BILLS OF A PRIOR YEAR

To see if the Town will vote to raise and appropriate, or otherwise provide such sums of money as may be required for the payment of unpaid bills of previous years, incurred by the departments, boards and officers of the Town of Needham, or take any other action relative thereto.

Department:	Finance Department (ITC)
Vendor:	KonicaMinolta Business Solutions U.S.A., Inc.
Description:	Copier and Printer Maintenance Services
Fiscal Year:	2021
Amount	\$ 413.74
	\$ 427.51
	\$ 427.50
	\$ 413.69
	\$ 399.96
	\$ 427.51
	\$ 427.51
	\$ 413.69
	\$ 41.35
	\$ 427.55
Total	\$3,820.01

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

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

CAPITAL ARTICLES

ARTICLE 9: APPROPRIATE FOR GENERAL FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate \$96,200 for the purchase of vehicles, to be spent under the direction of the Town Manager, and to meet this appropriation, that \$59,980 be transferred from Article 32 of the May 2018 Annual Town Meeting, \$21,225 be

transferred from Article 37 of the May 2019 Annual Town Meeting, and \$14,995 be transferred from Article 21 of the June 8, 2020 Annual Town Meeting; or to take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 10: APPROPRIATE FOR SEWER ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate \$55,000 for the purchase of a vehicle, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from Sewer Enterprise Fund receipts; or to take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 11: APPROPRIATE FOR WATER ENTERPRISE FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate \$41,100 for the purchase of a vehicle, to be spent under the direction of the Town Manager, and to meet this appropriation that \$41,100 be transferred from Article 39 of the May 2018 Annual Town Meeting; or to take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 12: APPROPRIATE FOR CLAXTON FIELD IMPROVEMENTS

To see if the Town will vote to raise and/or transfer and appropriate a sum for Claxton Field improvements, including the payment of costs incidental or related thereto, to be spent under the direction of the Town Manager, and to meet this appropriation that the Treasurer, with the approval of the Select Board, is authorized to borrow said sum under Massachusetts General Law Chapter 44, Section 7; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 13: TRANSFER OF SURPLUS BOND PROCEEDS

To see if the Town will vote to authorize the transfer of \$286,000 of surplus proceeds from previously issued bonds, which are no longer needed to complete the Central Avenue Elementary School (Williams School) for which they were initially borrowed, to pay costs of the Emery Grover project as authorized by G.L. c. 44, §20, or to take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Explanation: The Williams School project is complete, the project was audited, final bonds were previously issued, and the Massachusetts School Building Authority's share of the project cost has been received. This has resulted in a surplus balance which per State Law may only be used to fund another project for which the Town may borrow for a similar term. This requires Town Meeting action. The Williams School project was funded by a debt exclusion. Therefore, upon the approval of Town Meeting to transfer the monies from the Williams School project to the Emery Grover project, a credit will be applied to the outstanding debt, reducing the amount that will be paid by debt exclusion and therefore reducing the amount of additional taxes that would have otherwise been raised on the tax rate. The following article is a companion article to rescind \$286,000 from an earlier debt authorization for the Emery Grover project.

ARTICLE 14: RESCIND DEBT AUTHORIZATION

To see if the Town will vote to rescind \$286,000 of the borrowing authorization under M.G.L., Chapter 44, Section 7, approved at the 2022 Annual Town Meeting under Article 21 (Emery Grover Renovation), for which the same amount will be appropriated from proceeds of previously issued bonds, or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: When a project is financed by borrowing, the project has been completed, and the bills have been paid, the balance of the authorization that was not borrowed and not reserved for other project obligations may be rescinded. A Town Meeting vote to rescind prevents the Town from borrowing the amount rescinded and frees up borrowing capacity. However, in this instance the project is currently in progress and construction work is underway. The purpose of this reduction is to offset the \$286,000 which is proposed to be appropriated to the Emery Grover project under an earlier article. Town Meeting by appropriating the funds in the previous article and rescinding a portion of the debt authorization under this article keeps the total project budget the same.

GENERAL ARTICLES & CITIZENS PETITIONS

ARTICLE 15: **AMEND GENERAL BY-LAWS – NON-CRIMINAL DISPOSITIONS**

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

1. Deleting the following language from Section 2.2.5.1.1:

Whoever violates the provisions of this subsection 2.2.5.2.1 shall be subject to a fine of not exceeding twenty dollars (\$20.00) for each offense under the non-criminal process authorized by MGL Chapter 40, Section 21D. Each day on which the violation continues shall be considered a separate offense.

2. Deleting the following language from Section 2.2.5.1.4:

Whoever violates the provisions of Sub-section 2.2.5.1.4 shall be subject to a fine not exceeding one hundred dollars (\$100.00) each day being a separate offense.

3. Deleting the following language from Section 2.5.2:

Any person who violates any provision of Sub-section 2.5.2 in the presence of a police officer may be arrested by such officer without a warrant, if such person refuses to give his true name an address or to remove any substance unlawfully discarded by such person after having been requested by such officer. Any person who violates any provision of Sub-section 2.5.2 shall be punished by a fine not exceeding two hundred dollars (\$200.00) for each offense.

4. Deleting Section 2.5.3 in its entirety.

5. Deleting Section 2.11.5.9 in its entirety, and inserting in its place the following:

In the event of a demolition of an historically significant building in violation of this by-law, the person or persons responsible for the demolition including, but not limited to, the owners, tenants, developers, or contractors, shall each be subject to daily fines as provided for in Section 8. Each day that the building is not restored to its condition immediately prior to the said demolition, and the demolition permit is not issued, shall be a separate offense, up to a maximum of 183 days.

6. Deleting Section 3.1.1 (Grazing of Animals) in its entirety.

7. Deleting existing Section 3.1.3 (Coasting in Streets) in its entirety.

8. Deleting existing Section 3.1.4 (Use of Sidewalks) in its entirety and inserting in its place the following:

3.1.4 Use of Sidewalks. The Select Board may prohibit the use of motorized recreational vehicles or devices over or upon any public footpath or sidewalk.

9. Deleting existing Section 3.1.5 (Bicycles on Sidewalks) and inserting in its place the following:

3.1.5 Bicycles on Sidewalks. The Select Board may prohibit the riding of bicycles on any sidewalk within the Needham Square and Needham Heights Square business districts, and may from time to time direct the Police Chief to place appropriate markings or signs to this effect.

10. Deleting existing Section 3.1.8.1 in its entirety and inserting in its place the following:

3.1.8.1 No person shall place any snow or ice on a sidewalk or street.

11. Deleting existing Section 3.1.8.2 in its entirety and inserting in its place the following:

3.1.8.2 No owner, owner, tenant, occupant, proprietor, manager, agent, board, trust, or other entity having charge of property used wholly or in part for (a) a commercial purpose (including without limitation as a store, restaurant, bank, gym, theater, childcare facility or office); (b) a hospital or medical establishment; (c) a place of worship; (d) multi-family housing containing three (3) or more dwelling units on a lot; or (e) any other use open to the public, or to a particular membership or clientele, shall allow snow or ice to remain on a sidewalk abutting, on, or within its property for more than five hours between sunrise and sunset. If, by reason of weather conditions the snow and ice is evenly spread over a sidewalk and frozen and therefore difficult to remove, it may remain until it can more easily be removed; provided that while the snow and ice remain, the entity in charge shall keep the sidewalk in safe condition by sanding or otherwise.

12. Deleting existing Section 3.1.14 (Bow and Arrow) and inserting in its place the following:

3.1.14 Bow and Arrows. No person shall hunt with or shoot a bow and arrow within the limits of any park, playground, public way, public building or other public property except with the consent of the Select Board, or hunt by bow and arrow on any private property except with the written consent of the property's owner or legal representative.

13. Deleting existing Section 3.1.15 (Fines) in its entirety.

14. Renumbering the sections within Section 3.1 in appropriate numerical order to account for the deletion of Section 3.1.1 (Grazing of Animals) and Section 3.1.3 (Coasting in Streets)

15. Deleting Section 3.2.4 (Fines) in its entirety, and renumbering the remaining section in Section 3.2 in appropriate numerical order to account for said deletion.

16. Deleting Section 3.3.4 in its entirety and inserting in its place the following:

3.3.4 Penalties

(a) Non-criminal disposition as provided in Section 8.

- (b) The owner of a system which causes six (6) or more false alarms within a calendar year, or who fails to pay the non-criminal disposition provided in Section 8, may be ordered by the Select Board after a public hearing, to disconnect and otherwise discontinue the use of such system.

17. Deleting Section 3.4.4 in its entirety.

18. Deleting Section 3.5.7 in its entirety and inserting in its place the following:

3.5.7 Penalties. Any person violating any of the provisions Section 3.5 shall be deemed to have committed a misdemeanor and upon conviction thereof shall be fined in accordance with Section 8.

19. Amending the last sentence in Section 3.6.1.1 to read as follows:

Any person who refuses to post such signs or mark the pavement as ordered by the Fire Chief or violates any of the provisions of sub-section 3.6.1 shall be punishable by a fine as provided for in Section 8.

20. Deleting Section 3.6.2.4 in its entirety and inserting in its place the following:

3.6.2.4 Penalties

- (a) Non-criminal disposition as provided in Section 8.
- (b) The owner of a system which causes six (6) or more false alarms within a calendar year, or who fails to the non-criminal disposition provided in Section 8, may be ordered by the Select Board, after a public hearing, to disconnect and otherwise discontinue the use of the system.

21. Deleting Section 3.7.3 in its entirety and inserting in its place the following:

3.7.3 Complaints. The animal control officer is hereby authorized to seek a complaint against the owner or keeper of a dog who is found to have violated the provisions of Section 3.7 and may impose penalties as provided for in Section 8.

22. Deleting Section 3.7.9.3 in its entirety.

23. Deleting the following language from Section 3.8.1;

The penalty for a violation of this regulation shall be a \$50 fine.

24. Deleting Section 3.9.5 in its entirety, and inserting in its place the following:

Any Town employee(s) so designated for this work (“enforcement officer”) by the Town Manager shall enforce this By-law. The first notice of violation issued by the enforcement officer shall be

a written warning. The owner/occupant shall then have thirty (30) days within which to remedy and cure the violation. If within a reasonable amount of time after these thirty (30) days have elapsed, the violation has yet to be remedied, subsequent notices of violation may be accompanied by fines as provided in Section 8.

25. Amending the last sentence of Section 3.9.6 to read as follows:

From the date that such hearing request is received by the Town Manager until the date that a decision is issued, all of the deadlines stated in Section 3.9 shall be temporarily stayed.

26. Deleting Section 4.1.4 in its entirety and inserting in its place the following:

In addition to the requirement that a dog shall be duly licensed as required by law, the owner of a dog not licensed on or before April 30th in any year shall be subject to fines as stated in Section 8.

27. Deleting the following language from Section 4.2.2:

Any person violating Section 4.2 shall be subject to a penalty not exceeding twenty dollars (\$20) for each offense.

28. Deleting Section 4.2.4 (Taxi Stands) in its entirety.

29. Deleting Section 5.6.1 in its entirety and renumbering the remaining sections within Section 5.6 in appropriate numerical order to account for said deletion.

30. Deleting Section 8.2.2 in its entirety, and inserting in its place the following:

8.2.2 Non-criminal Disposition. Any person violating any provision of these General By-Laws may be penalized by a non-criminal disposition as provided in M.G.L. Chapter 40, Section 21D. The non-criminal method of disposition may also be used for violations of any rule or regulation of any municipal officer, board or department which is subject to a specific penalty.

Without intending to limit the generality of the foregoing, it is the intention of this provision that the following specific penalties are to be included within the scope of this sub-section, that the specific penalties as listed herein shall apply in such cases, and that in addition to the municipal personnel listed for each section, if any, police officers shall in all cases be considered enforcing persons for the purpose of this provision; and each day on which any violation exists shall be deemed to be a separate offense unless otherwise specifically provided for herein. Notwithstanding the schedule of fines set forth below, the appropriate enforcing entity may issue a verbal or written warning in lieu of an initial penalty.

Section	Description	Penalty	Frequency	Enforcement Entity
2.2.5.1.1	<u>Failure to Display Street Number or Obstructing a Street Number</u>	\$100	Per Day	Fire Chief or designee / Building Commissioner or Designee
2.2.5.1.4	<u>Occupying a Street Without Permit or Unsafely Occupying a Street</u>	\$100	Per Day	DPW Director or Designee
2.2.5.1.6	<u>Failure to Maintain a Clearance at an Intersection</u>	\$100	Per Day	Town Engineer or Building Inspector for initial penalty, Town Engineer for Appeals
2.2.5.4	<u>Violating Trench Safety By-Law</u>	\$300	Per Offense	DPW Director or Designee
2.2.5.5.2	<u>Violating Mandatory Non-Essential Outdoor Water Use Restriction</u>	\$100	Per Offense	DPW Director or Designee
2.2.5.5.3	<u>Failure to Maintain Backflow Protection</u>	\$300	Per Offense	DPW Director or Designee
2.2.5.6	<u>Violating Private Way By-Law</u>	\$100	Per Offense	Fire Chief or Designee
2.5.1	<u>Improper Transport of Refuse</u>	\$100	Per Offense	Director of Health of Health and Human Services or Designee
2.5.2	<u>Unauthorized Disposal of Refuse or Garbage without a Permit</u>	\$100	Per Offense	Director of Health of Health and Human Services or Designee
2.11.5.9	<u>Demolition of a Historic Building without a Permit</u>	\$300	Per Day	Building Commissioner or Designee
3.1.2* (to be renumbered as 3.1.1)	<u>Obstruction of Sidewalks</u>	\$100	Per Offense	Any Sworn Police Officer / DPW Director or Designee
3.1.4* (to be renumbered as 3.1.2)	<u>Use of Sidewalks</u>	\$100	Per Offense	Any Sworn Police Officer
3.1.5* (to be renumbered as 3.1.3)	<u>Bicycles on Sidewalks</u>	\$100	Per Offense	Any Sworn Police Officer

3.1.6* (to be renumbered as 3.1.4)___	<u>Discharge of Firearms</u>	\$300	Per Offense	Any Sworn Police Officer
3.1.7* (to be renumbered as 3.1.5)	<u>Dealing in Second-Hand Merchandise</u>	\$100	Per Day	Any Sworn Police Officer
3.1.8* (to be renumbered as 3.1.6)	<u>Snow and Ice on Sidewalks</u>	\$200	Per Day	Any Sworn Police Officer / DPW Director or Designee
3.1.9* (to be renumbered as 3.1.7)	<u>Consumption of Alcoholic Beverages</u>	\$100	Per Offense	Any Sworn Police Officer
3.1.10* (to be renumbered as 3.1.8)___	<u>Use of Marijuana on Public Land, to include Roads</u>	\$100	Per Offense	Any Sworn Police Officer
3.1.11* (to be renumbered 3.1.9)	<u>Hawking and Peddling without a License</u>	\$100	Per Offense	Any Sworn Police Officer
3.1.12* (to be renumbered 3.1.10)	<u>Household Refuse</u>	\$100	Per Offense	Any Sworn Police Officer
3.1.13* (to be renumbered as 3.1.11)	<u>Discharge of Water from Private Land in a Manner Endangering a Sidewalk or Public Way</u>	\$200	Per Offense	Any Sworn Police Officer / DPW Director or Designee
3.1.14* (to be renumbered as 3.1.12)	<u>Discharge of a Bow and Arrow on Public Lands without Select Board Consent</u>	\$300	Per Offense	Any Sworn Police Officer
3.2	<u>Sale of Food (to include Alcoholic Beverages) Between</u>	\$100	Per Day and Per Sale	Any Sworn Police Officer

	<u>Midnight and 6 AM without a Special Permit</u>			
3.3	<u>False Actuation of a Burglar Alarm</u>	\$100	Per Offense	Any Sworn Police Officer
3.4.	<u>Parking in Handicapped Space</u>	\$200	Per Offense	Any Sworn Police Officer
3.5	<u>Abandoned, Wrecked, Dismantled or Discarded Vehicles</u>	\$100	Upon misdemeanor conviction	Any Sworn Police Officer
3.6.1	<u>Fire Lanes, and Vehicles Obstructing the Passage of Fire Apparatus</u>	\$100	Per Offense	Any Sworn Police Officer
3.6.2	<u>False Actuation of a Fire Alarm</u>	\$100	Per Offense (in excess of 3 per year)	Any Sworn Police Officer
3.7.1	<u>Allowing a Dog to be Off-Leash on an Unauthorized Public Space</u>	\$100	Per Offense	Any Sworn Police Officer
3.7.2	<u>Allowing a Dog to Barking Excessively or Engage in Other Behavior which Disturbs the Peace and Quiet of a Neighborhood</u>	\$100	Per Offense	Any Sworn Police Officer
3.7.4	<u>Failure to Restrain and Muzzle a Dog after Ordered by the Animal Control Officer</u>	\$300	Per Offense	Any Sworn Police Officer
3.7.5	<u>Allowing a Dog to be Found Uncontrollable by Select Board</u>	\$300	Per Offense	Any Sworn Police Officer
3.7.6.	<u>Bringing a Dog (Leashed or Unleashed) to Memorial Park or DeFazio Fields</u>	\$100	Per Offense	Any Sworn Police Officer
3.7.7	<u>Failure to Remove Pet Waste, Failure to Carry Pet Waste Bags while Accompanying a Pet on Public Areas, or Disposing of Pet Waste in any Receptacle Other Than a Trash Barrel</u>	\$100	Per Offense	Any Sworn Police Officer
3.7.8	<u>Use of an Off-Leash Area without Proper Permits or in Violation of Rules of Off-Leash Area</u>	\$100	Per Offense	Any Sworn Police Officer
3.7.9	<u>Failure to Vaccinate a Dog, Cat, or Ferret Over Six-Months Old</u>	\$100	Per Offense	Any Sworn Police Officer
3.8.1	<u>Violation of the Noise Regulation By-Law</u>	\$100	Per Offense	Building Commissioner or Designee

3.9	<u>Violation of Public Nuisance By-Law</u>	\$100	Every 30 days up to 60 days, then every 15 days	Director of Health of Health and Human Services or Designee
4.1.4	<u>Failure to License a Dog</u>	\$100	Per Offense	Any Sworn Police Officer
4.2.2	<u>Operating a Taxi without a Permit</u>	\$100	Per Offense	Any Sworn Police Officer
4.3.2	<u>Removing Underground Fuel Tanks without a Permit</u>	\$300	Per Offense	Fire Chief or Designee
4.3.3	<u>Failure to Obtain a Required Fire Department License</u>	\$300	Per Offense	Fire Chief or Designee
5	<u>Violation of the Sign By-Law</u>	\$100	Per Offense	Building Commissioner or Designee
6	<u>Violation of the Wetlands By-Laws</u>	\$300	Per Offense	Conservation Agent
7	<u>Violation of the Stormwater Regulation By-Law</u>	\$300	Per Day, after 15 days	DPW Director or Designee
	<u>Violation of the Board of Health Regulations</u>	\$300	Per Offense	Director of Health of Health and Human Services or Designee
	<u>Violation of Zoning By-Laws</u>	\$100 – 1 st Offense \$300 – each subsequent	Per Day	Building Commissioner

NOTE: Enforcement entity may choose to issue a verbal or written warning to a violator before assessing a penalty.

or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 16: AMEND GENERAL BY-LAWS/SPECIALIZED ENERGY CODE

To see if the Town will vote to adopt the Municipal Opt-in Specialized Stretch Energy Code (the “Specialized Energy Code”) for the purpose of regulating the design and construction of buildings for the effective use of energy and reduction of greenhouse gas emissions, pursuant to the entirety of 225 CMR 22 and 23 including Appendices RC and CC, including future editions, amendments or modifications thereto, and to amend its General By-Laws by deleting Section 3.11 (Stretch

Energy Code) in its entirety, and inserting in its place the text set forth below, provided that said adoption of the Specialized Energy Code and this amendment of the General By-Laws shall be effective as of July 1, 2024.

Section 3.11 SPECIALIZED ENERGY CODE

3.11.1 Definitions

International Energy Conservation Code (IECC) – The International Energy Conservation Code (IECC) is a building energy code created by the International Code Council. It is a model code adopted by many state and municipal governments in the United States for the establishment of minimum design and construction requirements for energy efficiency, and is updated on a three-year cycle. The baseline energy conservation requirements of the MA State Building Code are the IECC with Massachusetts amendments, as approved by the Board of Building Regulations and Standards and published in state regulations as part of 780 CMR.

Specialized Energy Code – Codified by the entirety of 225 CMR 22 and 23 including Appendices RC and CC, the Specialized Energy Code adds residential and commercial appendices to the Massachusetts Stretch Energy Code, based on amendments to the respective net-zero appendices of the International Energy Conservation Code (IECC) to incorporate the energy efficiency of the Stretch energy code and further reduce the climate impacts of buildings built to this code, with the goal of achieving net-zero greenhouse gas emissions from the buildings sector no later than 2050.

Stretch Energy Code - Codified by the combination of 225 CMR 22 and 23, not including Appendices RC and CC, the Stretch Energy Code is a comprehensive set of amendments to the International Energy Conservation Code (IECC) seeking to achieve all lifecycle cost-effective energy efficiency in accordance with the Green Communities Act of 2008, as well as to reduce the climate impacts of buildings built to this code.

3.11.2 Purpose The purpose of 225 CMR 22.00 and 23.00 including Appendices RC and CC, also referred to as the Specialized Energy Code is to provide a more energy efficient and low greenhouse gas emissions alternative to the Stretch Energy Code or the baseline Massachusetts Energy Code, applicable to the relevant sections of the building code for both new construction and existing buildings.

3.11.3 Applicability The Specialized Energy Code applies to residential and commercial buildings.

3.11.4 Specialized Energy Code The Specialized Energy Code, as codified by the entirety of 225 CMR 22 and 23 including Appendices RC and CC, including any future editions, amendments, or modifications, is herein incorporated by reference into this section.

3.11.5 Enforcement The Specialized Energy Code is enforceable by the Building Commissioner.

3.11.6 Effective Date This Section 3.11 shall be effective as of July 1, 2024.

or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

**ARTICLE 17: FOSTER PROPERTY OPEN SPACE ZONING NON-BINDING
RESOLUTION**

To see if the Town will vote to support the concept of amending the Zoning By-Laws to allow for clustered development of a portion of the parcel located at 484 Charles River Street, containing 58.28 acres +/- as shown on Assessors Map 304, Block 0002, as approximately 70 townhome housing units, of which at least 5% would be affordable, provided that such zoning shall be consistent with the proposal to preserve (i) approximately half of 484 Charles River Street, (ii) 0 Charles River Street (as shown on Assessors Map 304, Block 0004) and (iii) 0 Charles River Street (Assessors Map 304, Block 005) collectively containing 34 acres +/- in Town ownership, and for which Town Meeting appropriated \$2.5 million at the October 2022 Special Town Meeting; or take any other action relative thereto.

INSERTED BY: Select Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

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

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

Given into our hands at Needham aforesaid this 26th day of September 2023.

Marianne B. Cooley, Chair
Kevin Keane, Vice Chair
Heidi Frail, Clerk
Marcus A. Nelson, Member
Catherine Dowd, Member

Select Board of Needham

A TRUE COPY

Attest:

Constable:

Draft 9.22.2023

Status of Articles 9/22/2023
October 30, 2023 Special Town Meeting

#	Article	Status	SB Position	FC Position	SB	FC	CPC	Planning
1	Appropriate for Roadway Improvements (Eversource)			Adopt				
2	Appropriate for Youth Health Initiatives (Children's Hospital Community Benefit Payment)							
3	Appropriate for Intersection Improvements (Children's Hospital)			Adopt				
4	Appropriate for Opioid Settlement Fund Planning							
5	Amend the FY2024 Operating Budget							
6	Amend the FY2024 Sewer Enterprise Fund Budget			Adopt				
7	Amend the FY2024 Water Enterprise Fund Budget			Adopt				
8	Appropriate for Unpaid Bills of a Prior Year							
9	Appropriate for General Fund Cash Capital							
10	Appropriate for Sewer Enterprise Fund Cash Capital							
11	Appropriate for Water Enterprise Fund Cash Capital							
12	Appropriate for Claxton Field Improvements							
13	Transfer of Surplus Bond Proceeds			Adopt				
14	Rescind Debt Authorization			Adopt				
15	Amend General By-laws – Non-Criminal Disposition							

Status of Articles 9/22/2023
October 30, 2023 Special Town Meeting

16	Amend General By-laws – Specialized Energy Code							
17	Foster Property Open Space Zoning Non-Binding Resolution							



Needham Health and Human Services

Memorandum

To: Kate Fitzpatrick, Town Manager
From: Sara Shine, Director, Youth & Family Services
Date: September 21, 2023
Re: Children's Hospital Funds

I am writing to request the use of the Children's Hospital funds, outlined in the Host Community Agreement with the Town dated May 27, 2020 intended for the "Town's youth health initiatives," to help support the Town of Needham in the current mental health crisis that we are experiencing. The COVID-19 pandemic has led to a significant increase in the community's mental health needs including depression, anxiety, and suicidal ideation. As the community continues to recover, there are lingering effects of the loss of loved ones, increased anxiety, and long periods of isolation. Youth & Family Services is currently seeing a significant increase in the acuity of mental health challenges in addition to an increase in need. Despite the continued lifting of pandemic restrictions, we are expecting the need for mental health services, particularly among youth, will only continue to grow. Past research indicates that suicide rates remain stable or decline during infrastructure disruption (e.g., natural disasters), only to rise afterwards as the longer-term sequelae unfold in persons, families, and communities. (*Kessler RC, Galea S, Gruber MJ, Sampson NA, Ursano RJ, Wessely S. Trends in mental illness and suicidality after Hurricane Katrina. Mol Psychiatry 2008;13:374–84.*) Youth & Family Services is preparing for this continued increase in need while ensuring that the current services offered are best to support the community.

In Needham we are seeing these trends unfold. Highlights from the 2021 MetroWest Adolescent Health Survey finds that in Needham:

- For the middle school: reports of mental health issues increased since 2018: 12-month reports of depressive symptoms increased from 9%-13% and self-injury increased from 6%-8%. Life reports of seriously considering suicide also increased from 10%-12%. This increase in mental health concerns is increasing consistently among various genders.
- For High School Students: depressive symptoms increased from 13%-22%, self-injury increased from 9%-16% and seriously considering suicide increased from 9%-12%. All of these areas also grew substantially in the Metro-West region.
- For both age groups: the indicators of school connectedness are lower in 2021, reports of having a friend to talk to about personal problems decreased (M:68%-62%/HS: 73%-66%), and reports of adult supports at school have also decreased (MS:72%-70%/HS:75%-72%).

Not only is it evident that there is an increase in mental health concerns, but these alarming statistics also show that some protective factors have decreased for youth in Needham. In addition, this decrease in connection has also led to more youth living with mental health challenges or abuse/neglect because the issues were not recognized by others. Typically, close contacts such as friends, teachers, coaches,

etc. are the ones who can recognize these symptoms and encourage treatment. This lag in awareness of these challenges has delayed treatment for these youth which can increase symptoms and acuity. In addition to this increase in need, the waitlists for services have also increased. Residents are waiting at least 2-3 months to be connected to a provider and, many times, these providers are located in areas that are not easily accessible.

The following positions would be helpful in supporting the community through these difficult times.

Outreach Clinician – 1FTE

- This mental health professional would be a staff with Youth & Family Services but would be mostly community based and time would be split the time between Y&FS, the Needham Free Public Library, Needham Park and Recreation and other community locations as needed.
- Provide crisis management when necessary.
- Work directly with Library and Park and Rec staff members to identify and address mental health challenges in the community.
- Make appropriate community referrals to providers when necessary – this could be emergency services, police response, family in home supports, etc.
- Provide case management services to residents in need.

Community Training Coordinator- 1FTE

- This person would be a mental health professional with experience in training and community needs assessments.
- Asses the needs of the community and various town divisions.
- Provide staff trainings/consultation. These trainings would help prepare staff to recognize signs and symptoms of mental health and manage these mental health and behavioral challenges.
 - This includes assistance with the larger implementation of Mental Health First Aid which is going to require over 100 hours of in person training time.
- Serve as a case manager to help consult with families and town staff.
- Organize larger community presentations.
- Provide community outreach and collaboration.

Th proposed budget for these positions:

Outreach Clinician Salary – Grade 7, Year 1:	\$87,068 (this is FY24 salary max)
Outreach Clinician Salary – Grade 7, Year 2:	\$89,244 (assumes a 2.5% increase over year 1)
Training Coordinator – Grade 7, Year 1:	\$87,068
Training Coordinator – Grade 7, Year 2:	\$89,244

Position related expenses for:

Outreach Clinician Y1:	\$3,750 (laptop, phone, professional development)
Outreach Clinician Y2:	\$2,500 (phone, professional development)
Training Coordinator Y1:	\$3,750 (laptop, phone, professional development)
Training Coordinator Y2:	\$2,500 (phone, professional development)

Total = \$365,124

Youth & Family Services currently has 2 full time clinicians and 25 part time hours that are part of the operating budget. There is also a full time ARPA funded clinician position that has allowed the division to significantly increase the direct clinical work with residents, increase programming and community outreach. Youth & Family Services has also partnered with the Needham Public Schools in many areas as staff are seeing students in therapy and running groups in the school setting, in addition to providing extra support. This year staff are rolling out teen Mental Health First Aid to the 10th grade which entails providing 4.5 hours of training to all students (4.5 hours per class – 20 classes) so students can recognize signs and symptoms of mental health challenges and helping their peers connect to services. This partnership with Needham Public Schools has been pivotal in helping support the needs in the community but it has created some gaps due to current staff capacity. There are other town departments and community organizations that are seeing and managing more mental health challenges and staff are struggling to perform their job expectations with this increase in mental health concerns. Needham Park and Recreation and the Needham Public Library are in need of additional support as they often manage various situations that have been challenging. These positions would help build a partnership for these departments to have mental health support.

In addition, despite all efforts to decrease the stigma around mental health, it still very much exists. This decrease in stigma would allow people to reach out for help when needed, allow for treatment to begin sooner which only increases the effectiveness of treatment. After ongoing assessments, it is clear that this stigma among youth in Needham is a huge barrier than needs to be addressed. Additional staffing will allow the Division to provide more community outreach, training, workshops and in embedding services in the schools and community. The goal is that, over time, this will also help decrease stigma and help youth to connect to mental health professionals.

Also indicated by the Surgeon General, needed action includes ensuring that every child has access to high quality, affordable, and culturally competent mental health care, and supporting the mental health of children and youth in educational, community and childcare settings. This is the work that Youth & Family Services can support. In addition, the Youth Commission is extremely invested in helping to support the mental health needs of the community. The Board voted to write a letter of support of keeping this temporary position as part of the budget in FY 25. In addition, this position is in alignment with Select Board goal #4 – Healthy and Socially Thriving.

Please let me know if you have any questions or concerns regarding this request.

Sincerely,

A handwritten signature in dark ink, appearing to read "Sara Shine". The signature is fluid and cursive, with the first name "Sara" and last name "Shine" clearly distinguishable.

Sara Shine, LICSW
Director, Youth & Family Services

HOST COMMUNITY AGREEMENT

May 27, 2020

This Host Community Agreement (the "Agreement") is entered into by and between the Town of Needham (the "Town"), a municipal corporation located in Norfolk County, Massachusetts, acting by and through its Select Board, and [The Children's Hospital Corporation, a Massachusetts charitable corporation] having its principal office at 300 Longwood Avenue, Boston, MA 02115 (the "Children's"). This Agreement represents the understanding between the Town and Children's (the "Parties") with respect to the commitments by Children's in connection with the development of the Property (as defined below).

BACKGROUND

Reference is made to the following facts which constitute the background to this Agreement:

A. WHEREAS, a condominium has been created under that certain Master Deed of Center 128 Condominium (the "Condominium") dated July 19, 2012 and recorded with the Norfolk County Registry of Deeds (the "Registry") on August 2, 2012 at Book 30268, Page 511 (together with certain plans of the Condominium recorded with the Registry on August 2, 2012 at Plan Book 616, Pages 11 and 12) (as amended, and hereafter amended from time to time, collectively, the "Master Deed") affecting certain real property described on Exhibit A-1 attached hereto (the "Condominium Land") and depicted on the site plan attached as Exhibit A-2 hereto;

B. WHEREAS, the Condominium Land is located in the New England Business Center Zoning District (the "NEBC");

C. WHEREAS, the Condominium Land is subject to the terms of Major Site Plan Special Permit issued by the Needham Planning Board on October 16, 2012 recorded with the Registry on November 14, 2012 at Book 30675 Page 353, as amended by that certain First Amended and Restated Major Site Plan Special Permit issued by the Needham Planning Board on April 2, 2013 and recorded with the Registry on April 30, 2013 at Book 31283, Page 474, as amended by that certain Major Project Site Plan Special Permit Amendment dated September 17, 2013 and recorded with the Registry on October 7, 2013 at Book 31806, Page 465, as amended by that certain Major Project Site Plan Special Permit Amendment dated January 6, 2015 and recorded with the Registry on January 20, 2015 at Book 32847, Page 371, as further amended by that certain Major Project Site Plan Special Permit Amendment dated April 28, 2015 and recorded with the Registry on May 5, 2015 at Book 33101, Page 234, as further amended by that certain Amendment Decision Major Site Plan Special Permit dated November 10, 2015 and recorded with the Registry on March 8, 2016 at Book 33905, Page 36, and as further amended by that certain Major Project Site Plan Special Permit Amendment dated April 25, 2016 and

recorded with the Registry on April 28, 2016 at Book 34048, Page 590 (collectively, as amended and hereafter amended from time to time, the “Special Permit”);

D. WHEREAS, certain medical related uses are not currently permitted under the NEBC zoning now in effect or under the terms of the Special Permit;

E. WHEREAS, Children’s desires to acquire the rights to develop the portion of the Condominium Land that remain undeveloped under the terms of the Special Permit, which are identified as the Building 1 Site, the Building 2 Site and the Building 4 Site on the plan attached hereto as Exhibit B (each a “Building Site” and, collectively, the “Property”);

F. WHEREAS, pursuant to a citizens’ petition filed pursuant to M.G.L. c. 39, §10, Children’s caused to be placed on the warrant of the Town’s 2020 Annual Town Meeting an article to amend the Town Zoning Bylaw (the “Article”);

G. WHEREAS, the primary purpose of the Article is to allow a “Medical Facility, Pediatric,” (as that term is defined in the Article) as a special permit use in the NEBC;

H. WHEREAS, a favorable vote on the Article by Town Meeting would allow Children’s to seek, from the Planning Board, approval of an amendment to the Special Permit (the “SP Amendment”) to allow for the construction and use of as a Pediatric Medical Facility on the Condominium Land;

I. WHEREAS, notwithstanding the ability to develop each Building Site as a Pediatric Medical Facility after adoption of the proposed zoning amendment, Children’s plans to proceed with the development and use of the Building 1 Site as a Pediatric Medical Facility of approximately 240,000 square feet together with Garage A (as defined in the Special Permit) (the “Project”) as soon as practicable, and represents to the Town that it has no immediate plans to develop the Building 2 Site or Building 4 Site—which are presently vacant—as a Pediatric Medical Facility, or otherwise;

J. WHEREAS, the Parties wish to enter into this Agreement to memorialize their mutual understandings and undertakings with respect to the Project and certain permits to be considered for the Project, as well as other agreements between Children’s and the Town on the terms and conditions hereinafter set forth. The provisions of this Agreement are available for consideration by the Planning Board in reviewing any application for an amendment to the Special Permit authorizing the Project (the “SP Amendment”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Needham and Children’s hereby agree as follows:

Undertakings by Children’s

1. **Amendment to Special Permit** - Promptly following the Massachusetts Attorney General's approval of the Article, Children's shall submit an application to the Planning Board seeking an SP Amendment authorizing construction and use of the Project (the "Amendment Application"). Upon approval, the SP Amendment shall set forth the terms and conditions governing the development of the Project. Compliance with the terms of this Agreement may be a condition to an approval of the SP Amendment and no changes to such condition may be implemented unless specifically agreed to, in writing, by the Select Board of the Town.

2. **Transportation Demand Management and Sustainable Design** - The Special Permit incorporates conditions, including mitigation requirements, applicable to the development of the Property. Children's will submit the Amendment Application to the Town's Planning Board, which shall include information pertaining to Children's commitments to Transportation Demand Management ("TDM") and sustainable building design measures in connection with the Project. To the extent not already required under the Special Permit Children's shall, in its Amendment Application to the Planning Board, propose to:

- a. Incorporate the following key provisions into the TDM programming it proposes in its Amendment Application: (i) providing transit subsidy to its staff and physicians; (ii) identifying an Employee Transportation Advisor who will coordinate with the 128 Business Council; (iii) providing a shuttle service connecting this campus to the Main Campus in Boston and/or other satellite facilities; (iv) providing dedicated or shared shuttle services between the Project and nearby key public transportation nodes (MBTA Green Line and Commuter Rail); (v) carpool assistance and incentives; (vi) guaranteed ride home provision; (vii) bicycling/walking incentives and amenities; (viii) telecommuting and compressed workweeks, when feasible; (ix) display in the Main Lobby of transportation-related information for employees, patients and visitors; and/or (x) promotional efforts.
- b. Minimize the environmental impact and energy footprint of the Project in the following ways: (i) using LEED as a guideline for the new construction, seeking LEED Silver as a baseline for the work and focusing on energy efficiency; (ii) focusing on an energy efficient building envelope that reduces energy loads by minimizing building heat losses and gains; (iii) focusing on energy efficient mechanical and electrical systems that utilize the energy expended in operating the building in the most effective way possible; (iv) to the extent possible in medical facilities, seeking to minimize the use of fossil fuels and maximize the use of renewable energy; (v) choosing materials that have low embodied energy and carbon in order to minimize greenhouse gas emissions; and (vi) choosing materials that minimize the use of highly fluorinated chemicals, antimicrobials, flame retardants, and vinyl, because those materials have long term environmental impacts.

3. **Community Benefit Payments** - In lieu of personal property tax payments, Children's shall make payments to the Town in support of the Town's youth services, including school-based initiatives.

a. Payment Amounts and Timing –

- i. Within ten (10) business days following issuance of the building permit for the Project (the “First Payment Date”), Children’s shall make a payment to the Town of Two Hundred Thousand Dollars (\$200,000) (the “First Payment”) to support the Town’s youth health initiatives, subject to adjustments, if any, pursuant to Paragraph 3(b) below.
- ii. Within ten (10) business days following the date upon which the architect for the Project has certified that the Project construction is fifty percent (50%) complete (the “Second Payment Date”), Children’s shall make a payment to the Town of Two Hundred Thousand Dollars (\$200,000) (the “Second Payment”) to support the Town’s youth health initiatives, subject to adjustments, if any, pursuant to Paragraph 3(b) below. Prior to issuance of a building permit for the Project, Children’s shall deliver a Project construction schedule to the Town for informational purposes.
- iii. Commencing on July 1 of the fiscal year following the issuance of the final certificate of occupancy for the Project (the “Initial Annual Payment Date”), Children’s shall annually make a payment to the Town of Two Hundred Thousand Dollars (\$200,000) (an “Annual Payment”) to support the Town’s youth health initiatives subject to adjustments, if any, pursuant to Paragraph 3(b) below. Subsequent Annual Payments shall be made on or before the anniversary of the Initial Annual Payment Date (together with the Initial Annual Payment Date, collectively, the “Annual Payment Dates”).
- iv. The First Payment Date, the Second Payment Date, and the Annual Payment Dates shall each be referred to herein as a “Payment Date” and, collectively, as “Payment Dates”. The First Payment, the Second Payment, and each Annual Payment shall each be referred to herein as a “Payment” and, collectively, as “Payments.”

- b. Adjustments – The first Payment amount due to the Town shall be reduced by an amount equal to the sum of all DON Health Funding Payments made by Children’s after the issuance of the SP Amendment and prior to the first Payment Date. To the extent that the aggregate amount of DON Health Funding Payments made by Children’s during that period exceeds the amount set forth in Paragraph 3(a) above, the amount of such exceedence shall be credited against subsequent Payments until such credit is exhausted. Thereafter, each Payment amount due to the Town shall be reduced by an amount equal to the sum of all DON Health Funding Payments made by Children’s during the period commencing on the prior Payment Date and ending on the day before the applicable Payment Date. To the extent that the aggregate amount of DON Health Funding Payments made by Children’s during that period

exceeds the amount set forth in Paragraph 3(a) above, the amount of such exceedence shall be credited against subsequent Payments until such credit is exhausted.

The term "DON Health Funding Payments" shall mean, in connection with Children's current or future Determination of Need Community Health Funding Obligations, all payments made by Children's to (i) the Town; or (ii) other non-profit organizations providing services within the Town, but only if such recipient and the purpose and amount of any such payment have been mutually approved by the Select Board and Children's prior to the submission of any proposal to receive such payments.

4. **Summer Internship** – Children's currently operates the "COACH" summer internship program, which provides summer employment opportunities for Boston-area high school students. For so long as the COACH internship program is operating, Children's will consider recommendations from Needham High School regarding applicants who are teens from low-income households or underserved communities.

Undertakings by the Town

5. The Select Board shall support the adoption of the Article at the Town Meeting, and shall encourage other Town Boards and Departments also to support adoption of the Article. The Select Board shall, to the extent appropriate, cooperate with Children's and shall encourage other Town Boards and Departments to cooperate with Children's in issuing local and state permits and approvals required for the Project in a timely and expeditious manner, including, without limitation, the SP Amendment and any other approvals by the Planning Board, Conservation Commission, Department of Public Works or other Town Boards, Commissions and/or Departments. The Select Board shall also support and cooperate in MEPA review and other state permit review of the Project.

6. Without limitation of the foregoing, the Select Board shall, as necessary, grant Children's such licenses to enter onto Town right of way abutting the Property to perform any mitigation or fulfill any other legal obligation associated with the Project.

Conditions to Agreement

7. The obligations set forth in Paragraphs 1-4 of this Agreement shall be contingent upon the following:

(a) The adoption by Town Meeting of the Article in the form as it appears in the 2020 Annual Town Meeting Warrant, with any amendments that are approved by Town Meeting, and approval of the Town's adoption of the Article by the Massachusetts Attorney General's office, with all challenge periods having passed, no challenges pending or, if such Article or Amendment is challenged, the same having been finally disposed of favorably to the Article or Amendment.

(b) The issuance of the SP Amendment in form and substance reasonably satisfactory to Children's, with all appeal periods having passed, no appeals pending, or if any such SP Amendment is appealed, the same having been finally disposed of favorably to Children's.

(c) The issuance of, in a form and substance satisfactory to Children's, all other state and local approvals applied for and required for the Project, with all appeals periods having passed, no appeals pending, or if any such permit or approval is appealed, the same having been finally disposed of favorably to Children's.

For the purposes of Subparagraphs 7(b) and (c), a permit or other approval issued for the Project shall be conclusively deemed to be reasonably satisfactory to Children's if Children's elects to commence construction of the Project.

8. Notwithstanding the foregoing, it is agreed that the obligations of the Town under Paragraphs 5-6 of this Agreement shall be in effect upon execution of this Agreement.

Miscellaneous

9. The Planning Board may choose to condition its approval of the SP Amendment on compliance with the terms of this Agreement. Children's, for itself and any successors or assigns that hold any interest in the Property, hereby consents and waives any and all objections to the Planning Board's requiring compliance with this Agreement as a condition of the Special Permit (as amended by the SP Amendment), or to any requirement to include this Agreement in the Certificate of Title for the Property (if and to the extent accepted by the registry).

10. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

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:

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

If to Children's to:

The Children's Hospital Corporation
c/o Boston Children's Hospital
300 Longwood Avenue
Boston, Massachusetts 02115
Attention: Lisa Hogarty
Email: Lisa.Hogarty@childrens.harvard.edu

with copies to:

The Children's Hospital Corporation
c/o Boston Children's Hospital
300 Longwood Avenue
Boston, Massachusetts 02115
Attention: Office of General Counsel
Email: marykaitlin.oconnor@childrens.harvard.edu

Goulston & Storrs PC
400 Atlantic Avenue
Boston, Massachusetts 02110
Attention: Timothy Sullivan, Esq.
Telephone: (617) 574-4179
Email: tsullivan@goulstonstorrs.com

Each of the Parties shall have the right by notice to the other to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if mailed to such address postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused, or if transmitted by facsimile or other electronic means with confirmatory original by one of the other methods of delivery herein described, on the date so transmitted by facsimile or other electronic means.

11. Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until such Party fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the non-defaulting party and thereafter fails to complete such cure, correction or remedy within sixty (60) days of receipt of such written notice or, with respect to defaults which cannot reasonably be cured, corrected or remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, provided that such Party exercises due diligence in the remedying of such default.

12. This Agreement shall be binding upon the Parties and their successors and assigns, and shall run with the land.

13. Each Party agrees from time to time, upon not less than twenty one (21) days' prior written request from the other, to execute and deliver a statement in writing certifying that this Agreement is in full force and effect (or if there have been any modifications, setting them forth in reasonable detail), and that there are no uncured defaults of either Party under this Agreement, in form reasonably acceptable to and which may be relied upon by any prospective purchaser, tenant, mortgagee or other party having an interest in the Project.

14. Whenever the consent or approval of any party is required under this Agreement, such consent or approval shall not unreasonably be withheld, delayed or conditioned. Such approval shall be deemed given if no written response is received within ten (10) business days of the request for approval having been so delivered; provided, however, that, in the event that the Town Manager or his/her designee provides notice within such ten (10) business day period that additional time is needed for the Town to provide such written response not to exceed twenty (20) additional business days, the requested approval shall not be deemed given if a written response is received as soon as practicable but not later than the expiration of the time specified in such notice.

15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

16. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter thereto. 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 the Select Board and Children's. The Parties do not intend for any third party to be benefited hereby.

Executed under seal.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first set forth above.

TOWN:

By its Select Board


Maurice Handel, Chair


Matthew Borrelli, Vice Chair


John A. Bulian


Marianne Cooley


Daniel P. Matthews

COMMONWEALTH OF MASSACHUSETTS

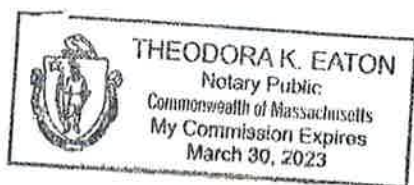
NORFOLK, ss.

On this 29TH day of May, 2020, before me, the undersigned notary public, personally appeared
Naomie Handel

and proved to me through satisfactory evidence of identification, which was
MA driver's license to be the persons whose names are signed on the preceding or
attached document, and acknowledged to me that they signed it voluntarily for its stated purpose
as a member of the Select Board of the Town of Needham.

Theodora K. Eaton
Notary Public:

My Commission Expires: March 30, 2023



CHILDREN'S:

THE CHILDREN'S HOSPITAL
CORPORATION, a Massachusetts
charitable corporation

By: Michele Garvin
Name: michele garvin
Title: Senior Vice President + General Counsel

COMMONWEALTH OF MASSACHUSETTS

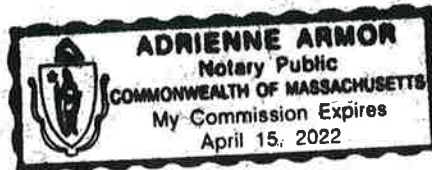
Suffolk, ss. June AA

On this 1st day of May, 2020, before me, the undersigned notary public, personally appeared michele Garvin and proved to me through satisfactory evidence of identification, which was personally known to me 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 Senior VP + GC of the Children's Hospital Corporation.

Colin Am

Notary Public:

My Commission Expires:



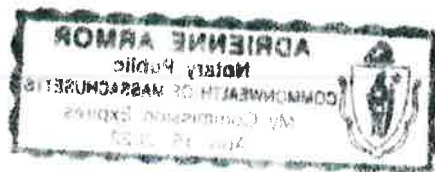


Exhibit A-1

A certain tract of land located on the northeasterly side of First Avenue, southerly side of A Street and northerly side of B Street, Needham, Norfolk County, Commonwealth of Massachusetts, being shown as "Total lot area includes Lots 13, 14, 27, 28, D & E, 596.00 ± S.F. or 13.682 ± Ac." on plan of land entitled "Phase 1 - Master Deed Site Plan of Center 128 Condominium in Needham, MA (Norfolk County)", Scale 1" = 50', prepared by Precision Land Surveying, Inc., 32 Turnpike Road, Southborough, Massachusetts 01772, dated July 2, 2012 and recorded August 2, 2012 in Norfolk County Registry of Deeds Plan Book 616, Plan 12.

Together with the benefit of rights granted in deed dated October 16, 1953 from Gerald W. Blakeley, Jr., et al, Trustees of New England Industrial Center u/d/t dated September 12, 1952 and filed as Document No. 148530, to Kraft Foods Company, said Deed dated October 16, 1953 and recorded in Book 3217, Page 543 and filed as Document No. 158539. (Lot 14)

Exhibit A-2

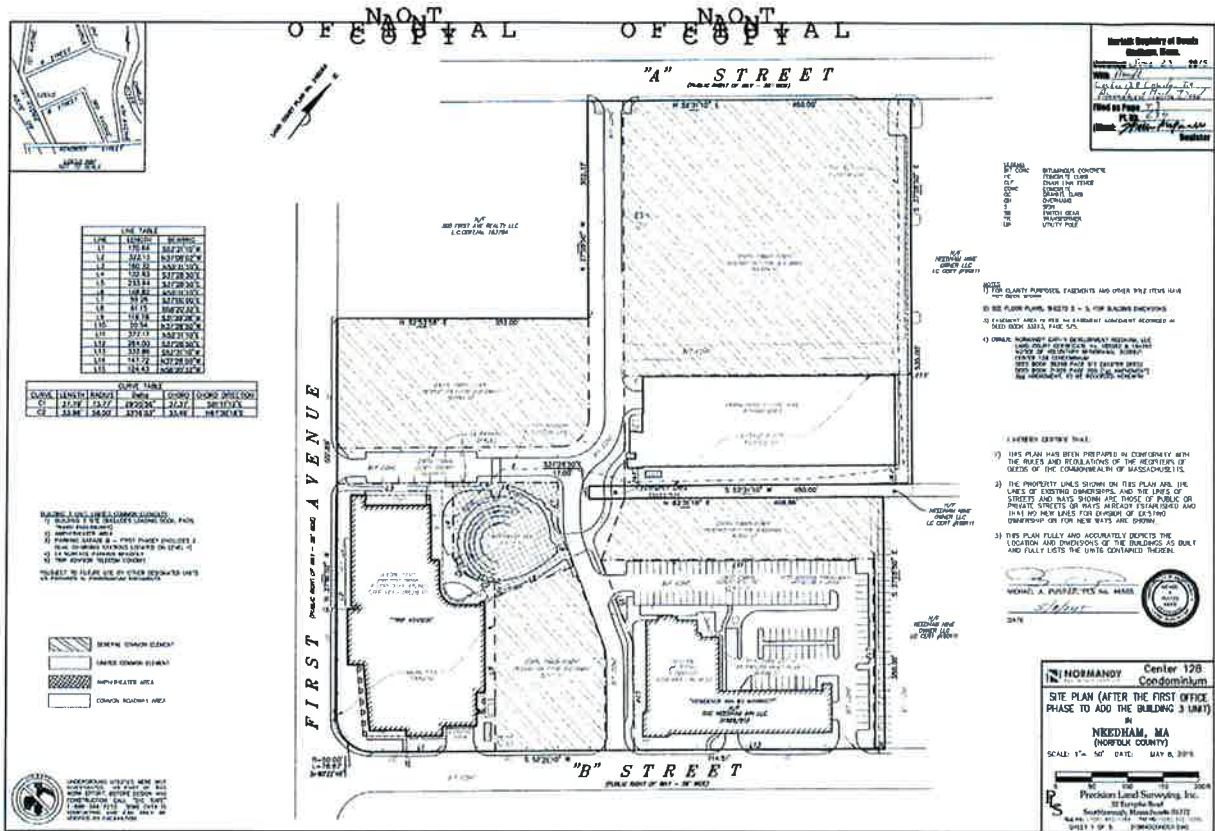
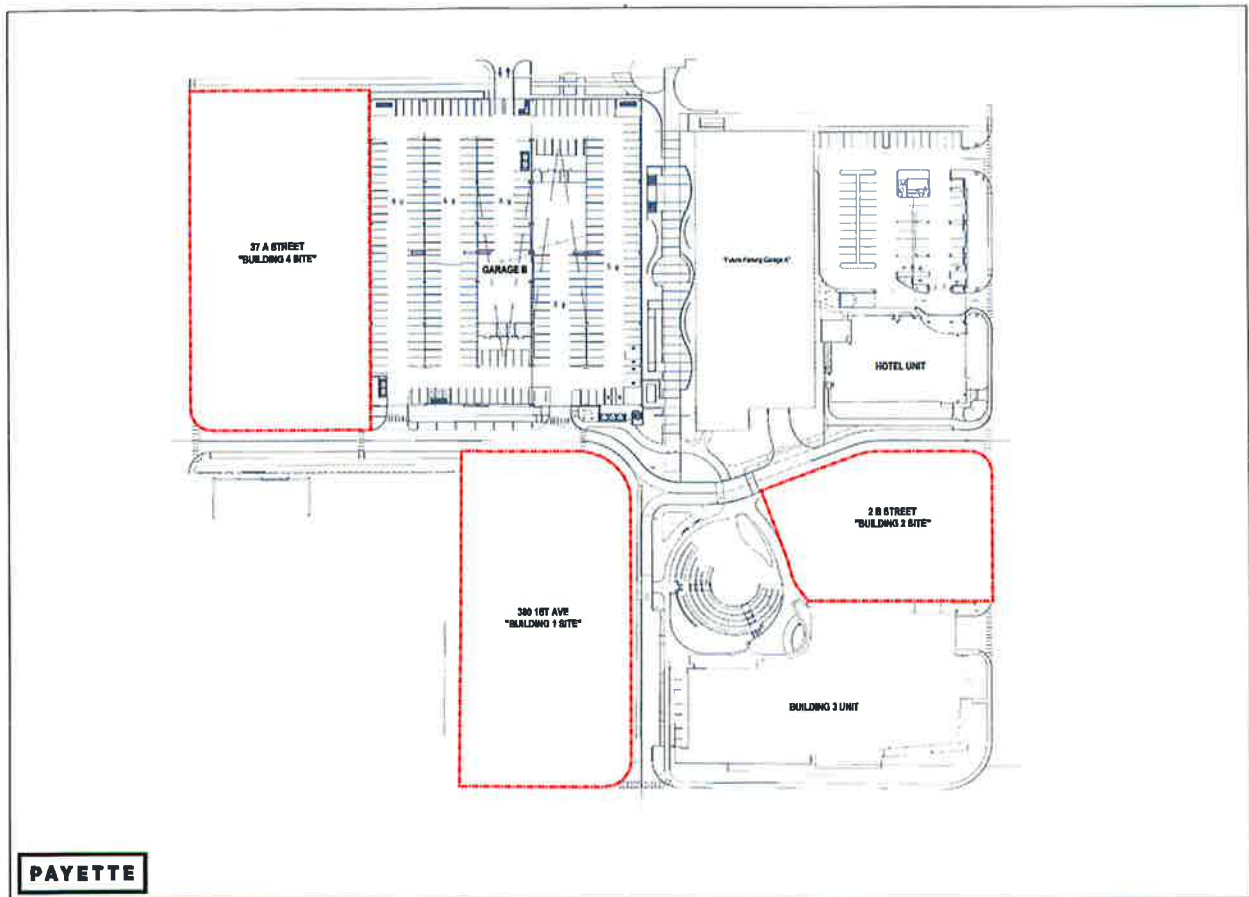


Exhibit B





NEEDHAM PUBLIC HEALTH



Memorandum

To: Kate Fitzpatrick, Town Manager
From: Tiffany Zike, Assistant Director of Public Health
Date: September 20, 2023
Re: Opioid Settlement Stabilization Fund Plan

Needham Public Health would like to propose the use of \$145,000 of the Opioid Settlement Stabilization Funds to provide goods and services to Needham town residents to combat the opioid crisis that has hit our community. The [Statewide Commitment for Abatement](#) has provided six areas that the opioid abatement funds can be spent on and in order to provide services within these six areas to the residents of the Town of Needham, Needham Public Health proposes to use the funds in the following way;

1. \$90,000 to hire a contractor(s) to provide public engagement and facilitation of community discussions and program planning and evaluation services for the use of opioid settlement funding.
 - a. The contractor(s) will provide an inclusive community engagement process including performing key informant and stakeholder interviews which will include community forums.
 - b. The contractor(s) will also provide reports including a 5-year strategic plan with a program evaluation component for the use of the opioid abatement funds.
2. \$3,000 for SAM Boxes (see Exhibit A) to be placed with AEDs throughout the Town.
3. \$52,000 to hire/work with a Peer Recovery Coach
 - a. A Peer Recovery Coach (PRC) is a nonclinical professional that has lived experience with addiction and engages, educates and supports an individual to successfully recover from mental and/or substance use disorders.
 - b. The NPHD Recovery Coach will collaborate with the Needham Police and Fire Departments, Beth Israel Deaconess Hospital Needham, the Needham Health and Human Services, the Needham Interfaith Clergy Association, and various other community groups to identify residents with substance use problems and provide peer support.

Substance use prevention has been a valued service by the Town of Needham and moving to a more active approach to help those who have been affected by substance use, more specifically opioids is something that we hope to provide in the most effective way possible for Needham residents. By hiring a contractor to provide an inclusive community engagement process that will result in a 5-year strategic plan will allow the Town of Needham and its community partners to have an understanding of the needs of those who have been affected by the opioid crisis, including families, loved ones, and residents in need of services.

Needham Public Health hopes to provide some concrete strategies to the Town of Needham while working on the strategic planning process. The purchasing of the SAM Boxes and the hiring of Peer Recovery Coach (PRC) helps provide some of the programs and strategies that are agreed



NEEDHAM PUBLIC HEALTH



upon in the abatement commitment. These include harm reduction techniques provided by the SAM Boxes and the PRC will provide support for people in treatment and recovery, and connections to care.

Thank you for the time to discuss the needs and use of the Opioid Settlement Stabilization Fund at the September 26th meeting.

Sincerely,

A handwritten signature in cursive script that reads "T Benoit".

Tiffany (Zike) Benoit
Assistant Director of Public Health

cc:

Katie King, Deputy Town Manager/Director of Operations
Dave Davidson, Deputy Town Manager/Director of Finance
Timothy McDonald, Director of Health and Human Services



NEEDHAM PUBLIC HEALTH



EXHIBIT A

The SAMBOX Opioid Rescue Kit

Ginnie Chacon-Lopez, MSN, RN



What is SAMBOX?

- ❖ An opioid harm reduction initiative that brings **education and awareness** of the Massachusetts Good **SAM**aritan Law and Overdose Assistance Immunity Law.
- ❖ The initiative promotes communities and businesses to place rescue **BOX**es in strategic locations.
- ❖ The **SAMBOX**es are opioid response rescue kits that are designed to contain:
 - Narcan*
 - Directions for administering Narcan
 - CPR rescue breathing barriers
 - Gloves

*Narcan must be supplied by community/business



NEEDHAM PUBLIC HEALTH



Good Samaritan Law:

Part III COURTS, JUDICIAL OFFICERS AND PROCEEDINGS
INCIVIL CASES
Title IV CERTAIN WRITS AND PROCEEDINGS IN
SPECIALCASES
Chapter 258C COMPENSATION OF VICTIMS OF VIOLENT
CRIMES
Section 13 "GOOD SAMARITANS"; LIABILITY

Section 13. No person who, in good faith, provides or obtains, or attempts to provide or obtain, assistance for a victim of a crime as defined in section one, shall be liable in a civil suit for damages as a result of any acts or omissions in providing or obtaining, or attempting to provide or obtain, such assistance unless such acts or omissions constitute willful, wanton or reckless conduct.

Overdose Assistance Law:

Part I ADMINISTRATION OF THE GOVERNMENT
Title XV REGULATION OF TRADE
Chapter 94C CONTROLLED SUBSTANCES ACT
Section 34A IMMUNITY FROM PROSECUTION UNDER SEC. 34 OF FINDING OF VIOLATION OF CONDITION OF PROBATION, PRETRIAL RELEASE OR PAROLE FOR PERSONS SEEKING MEDICAL ASSISTANCE FOR SELF OR OTHER EXPERIENCING DRUG-RELATED OVERDOSE

Section 34A. (a) A person who, in good faith, seeks medical assistance for someone experiencing a drug-related overdose shall not be charged or prosecuted for possession of a controlled substance under section 34 or found in violation of a condition of probation or pretrial release as determined by a court or a condition of parole, as determined by the parole board if the evidence for the charge of possession of a controlled substance or violation was gained as a result of the seeking of medical assistance.
(b) A person who experiences a drug-related overdose and is in need of medical assistance and, in good faith, seeks such medical assistance, or is the subject of such a good faith request for medical assistance, shall not be charged or prosecuted for possession of a controlled substance under said section 34 or found in violation of a condition of probation or pretrial release as determined by a court or a condition of parole, as determined by the parole board if the evidence for the charge of possession of a controlled substance or violation was gained as a result of the overdose and the need for medical assistance.
(c) The act of seeking medical assistance for someone who is experiencing a drug-related overdose may be used as a mitigating factor in a criminal prosecution under the Controlled Substance Act, 1970 P.L. 91-513, 21 U.S.C. section 801, et seq.
(d) Nothing contained in this section shall prevent anyone from being charged with trafficking, distribution or possession of a controlled substance with intent to distribute.
(e) A person acting in good faith may receive a naloxone prescription, possess naloxone and administer naloxone to an individual appearing to experience an opiate-related overdose.



NEEDHAM PUBLIC HEALTH



Why does Needham need SAMBOXes?

- ❖ Opioid epidemic effects everyone
 - Needham has had 1-3 opioid-related overdose deaths annually between 2015-2022
- ❖ Empowers Needham residents
 - Evidenced by Narcan distribution through the Needham Public Health Division
- ❖ Accessibility
 - NPHD
 - Schools
 - Library
- ❖ Destigmatizes substance use disorder
- ❖ Increases the likelihood of survival
- ❖ Increased demand for Narcan Training through the Town

Sources:

- ❖ [Mass.gov/lists/current-opioid-statistics](https://www.mass.gov/lists/current-opioid-statistics)
- ❖ [SAMBOX.MHOA.com](https://www.sambox.mhoa.com)
- ❖ Substance Abuse and Mental Health Services Administration (SAMHSA.gov)



MEMORANDUM

TO: Select Board, Park & Recreation Commission, Board of Health, School Committee, Finance Committee, and Conservation Commission

FROM: Carys Lustig, Director of Public Works; Stacey Mulroy, Director of Park & Recreation; Katie King, Deputy Town Manager

CC: Kate Fitzpatrick, Town Manager; David Davison, Deputy Town Manager/Director of Finance; Dan Gutekanst, Superintendent of Schools

SUBJECT: Claxton Field Update

DATE: September 22, 2023

Board and Committee Members:

This memo is to provide an update on the Claxton Field project. This project was initiated as an opportunity to upgrade fields for the Town's softball players. Due to the further investigated site conditions at this location, this project has developed into a ground soil mitigation project.

The project will still provide for much needed upgrades to the fields, but most of the expenses associated with this project are now associated with complying with the Massachusetts Department of Environmental Protection (MassDEP) conditions and securing this site for future generations to continue to use.

Due to the added complication of investigating the site more thoroughly beyond the boundaries of the playing field and working with MassDEP through the Town's Licensed Site Professional (LSP) Weston and Sampson (W&S) the targeted funding date for this project of the Town's Fall Special Town Meeting is no longer feasible.

Public Works staff is presently finishing up the necessary redesign of the field to meet MassDEP requirements with W&S and the full cost implications of this work are being finalized. With Town Meeting fast approaching and the need for a complicated Conservation Commission filing required for the edges of the property that abut wetlands and have been determined to need remediation, the Public Works Department, the Park and Recreation Department, and the Town Manager's office are recommending to push this project back to the May Annual Town Meeting for appropriation.

Funding Change Considerations

Due to the requirements of the project under DEP's jurisdiction this project cost has more than doubled our original cost estimate from last year. Our budgeted estimate for FY '24 was originally \$1,780,000. Our current estimate, which requires finalizing, places the cost closer to \$3.6 million dollars. Most of the increase is in earthworks, extending the cap, and bringing in clean topsoil, as well as additional areas that were not originally going to be disturbed such as the bank of the stream and the parking lot. Additionally, the MassDEP permitting process has enabled the Town to add the irrigation system back into the project since the Town is required to disturb these soils, the installation of an irrigation system will protect the investment in this park into the future.

Timeline Changes

Originally, the concept behind funding this project in the Fall would have enabled the Town to go out to bid in January, which would help to secure a contractor and allow that contractor sufficient time to order materials and mobilize staff to begin construction on the field as soon as the weather would allow. This schedule assumed that McCleod field would be completed by Spring 2024 for use by softball when these fields are under construction. McCleod field is presently on schedule to be online by Spring 2024. The construction on Claxton would have occur over the summer and would be kept offline in the Fall to ensure proper growth before being used.

Public Works and Park and Recreation have added Claxton back into the regular Capital Improvement Process (CIP) for FY '25. It is anticipated that procurement for this project would conclude in late April so that there would be concrete costs to present at Town Meeting. In order to start construction in the Summer of 2024, Public Works is recommending an emergency preamble on this article to ensure that as quickly as possible a contract can be signed with the selected contractor and that materials and mobilization can occur in the early Summer. It is still anticipated with this timeline that the fields would be ready for use in Spring 2025.

Regulatory Concerns

As this parcel is now under a Release Abatement Measure (RAM) Plan, the Town will need to complete a Phase 1 filing in May 2024, regardless of when the Claxton field project is funded, as the remediation work would not be completed by this time. After that filing the Town has three more years before any further filings are required from MassDEP. The Town has been advised that MassDEP would expect the Town to have a remediation plan under way within 5 years of the Town's initial report in May 2024.

ARTICLE 37: AMEND GENERAL BY-LAWS – NON-CRIMINAL DISPOSITIONS

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

1. Deleting the following language from Section 2.2.5.1.1:

Whoever violates the provisions of this subsection 2.2.5.2.1 shall be subject to a fine of not exceeding twenty dollars (\$20.00) for each offense under the non-criminal process authorized by MGL Chapter 40, Section 21D. Each day on which the violation continues shall be considered a separate offense.

2. Deleting the following language from Section 2.2.5.1.4:

Whoever violates the provisions of Sub-section 2.2.5.1.4 shall be subject to a fine not exceeding one hundred dollars (\$100.00) each day being a separate offense.

3. Deleting the following language from Section 2.5.2:

Any person who violates any provision of Sub-section 2.5.2 in the presence of a police officer may be arrested by such officer without a warrant, if such person refuses to give his true name an address or to remove any substance unlawfully discarded by such person after having been requested by such officer. Any person who violates any provision of Sub-section 2.5.2 shall be punished by a fine not exceeding two hundred dollars (\$200.00) for each offense.

4. Deleting Section 2.5.3 in its entirety. ~~the following language from Section 2.5.3:~~

~~Any person who violates sub-section 2.5.3 Sale of Cigarettes by Machine shall be punished by a fine not exceeding two hundred (\$200.00) dollars for each offense. Each sale in violation of sub-section 2.5.3 shall be considered a separate offense.~~

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5. Deleting Section 2.11.5.9 in its entirety, and inserting in its place the following:

In the event of a demolition of an historically significant building in violation of this by-law, the person or persons responsible for the demolition including, but not limited to, the owners, tenants, developers, or contractors, shall each be subject to daily a-fines as provided for in Section 8. Each day that the building is not restored to its condition immediately prior to the said demolition, and the demolition permit is not issued, shall be a separate offense, up to a maximum of 183 days.

6. Deleting Section 3.1.1 (Grazing of Animals) in its entirety.

7. Deleting existing Section 3.1.3 (Coasting in Streets) in its entirety.

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8. Deleting existing Section 3.1.4 (Use of Sidewalks) in its entirety and inserting in its place the following:

3.1.4 Use of Sidewalks. The Select Board may prohibit the use of motorized recreational vehicles or devices over or upon any public footpath or sidewalk.

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9. Deleting existing Section 3.1.5 (Bicycles on Sidewalks) and inserting in its place the following:

3.1.5 Bicycles on Sidewalks. The Select Board may prohibit the riding of bicycles on any sidewalk within the Needham Square and Needham Heights Square business districts, and may from time to time direct the Police Chief to place appropriate markings or signs to this effect.

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10. Deleting existing Section 3.1.8.1 in its entirety and inserting in its place the following:

3.1.8.1 No person shall place any snow or ice on a sidewalk or street.

117. Deleting existing Section 3.1.8.2 in its entirety and inserting in its place the following:

3.1.8.2 No owner, owner, tenant, occupant, proprietor, manager, agent, board, trust, or other entity having charge of property used wholly or in part for (a) a commercial purpose (including without limitation as a store, restaurant, bank, gym, theater, childcare facility or office); (b) a hospital or medical establishment; (c) a place of worship; (d) multi-family housing containing three (3) or more dwelling units on a lot; or (e) any other use open to the public, or to a particular membership or clientele, shall allow snow or ice to remain on a sidewalk abutting, on, or within its property for more than five hours between sunrise and sunset. If, by reason of weather conditions the snow and ice is evenly spread over a sidewalk and frozen and therefore difficult to remove, it may remain until it can more easily be removed; provided that while the snow and ice remain, the entity in charge shall keep the sidewalk in safe condition by sanding or otherwise.

128. Deleting existing Section 3.1.14 (Bow and Arrow) and inserting in its place the following:

3.1.14 Bow and Arrows. No person shall hunt with or shoot a bow and arrow within the limits of any park, playground, public way, public building or other public property except with the consent of the Select Board, or hunt by bow and arrow on any private property except with the written consent of the property's owner or legal representative.

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13. Deleting existing Section 3.1.15 (Fines) in its entirety.

14. Renumbering the sections within Section 3.1 in appropriate numerical order to account for the deletion of Section 3.1.1 (Grazing of Animals) and Section 3.1.3 (Coasting in Streets)

159. Deleting Section 3.2.4 (Fines) in its entirety, and renumbering the remaining subsection in Section 3.2 in appropriate numerical order to account for said deletion.

1640. Deleting Section 3.3.4 in its entirety and inserting in its place the following:

3.3.4 Penalties

(a) Non-criminal disposition as provided in Section 8.

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(b) The owner of a system which causes six (6) or more false alarms within a calendar year, or who fails to pay the non-criminal disposition provided in Section 8, may be ordered by the Select Board after a public hearing, to disconnect and otherwise discontinue the use of such system.

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17. Deleting Section 3.4.4 in its entirety.

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1844. Deleting Section 3.5.7 in its entirety and inserting in its place the following: -

3.5.7 Penalties. Any person violating any of the provisions Section 3.5 shall be deemed to have committed a misdemeanor and upon conviction thereof shall be fined in accordance with Section 8.

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1912. Amending the last sentence in ~~Deleting the following language from~~ Section 3.6.1.1 to read as follows:

Any person who refuses to post such signs or mark the pavement as ordered by the Fire Chief or violates any of the provisions of sub-section 3.6.1 shall be punishable by a fine as provided for in Section 8 of not less than ten dollars (\$10.00), nor more than fifty dollars (\$50.00) for each and every noncompliance or violation.

2013. Deleting Section 3.6.2.4 in its entirety and inserting in its place the following:

3.6.2.4 Penalties

(a) Non-criminal disposition as provided in Section 8.

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(b) ~~_____~~ The owner of a system which causes six (6) or more false alarms within a calendar year, or who fails to the non-criminal disposition provided in Section 8, may be ordered by the Select Board, after a public hearing, to disconnect and otherwise discontinue the use of the system.

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21. Deleting Section 3.7.3 in its entirety and inserting in its place the following:

3.7.3 Complaints. The animal control officer is hereby authorized to seek a complaint against the owner or keeper of a dog who is found to have violated the provisions of Section 3.7 and may impose penalties as provided for in Section 8 ~~sub-sections 3.7.1, 3.7.2, 3.7.4, 3.7.5, 3.7.6, 3.7.7 or 3.7.8, and impose fines as provided in Section 8.~~

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2214. Deleting Subsection 3.7.9.3 in its entirety.

2315. Deleting the following language from Section 3.8.1;

The penalty for a violation of this regulation shall be a \$50 fine.

2416. Deleting Section 3.9.5 in its entirety, and inserting in its place the following: ~~the following language from Section 3.9.5;~~

~~If within a reasonable period of time after this thirty (30) days have elapsed, the violation has yet to be remedied, the enforcement officer may issue a second written violation notice with a fine of fifty (\$50.00) dollars. If within a reasonable period of time after sixty (60) days have elapsed since the issuance of the first notice of violation, the violation has still not been remedied, the enforcement officer may issue a third written violation with a fine of one hundred (\$100.00) dollar, plus an additional ten (\$10.00 dollars per day beginning on the 76th day following issuance of the first notice of violation and continuing thereafter until the violation is fully remedied/cured.~~

Any Town employee(s) so designated for this work ("enforcement officer") by the Town Manager shall enforce this By-law. The first notice of violation issued by the enforcement officer shall be a written warning. The owner/occupant shall then have thirty (30) days within which to remedy and cure the violation. If within a reasonable amount of time after this thirty (30) days have elapsed,

the violation has yet to be remedied, subsequent notices of violation may be accompanied by fines as provided in Section 8.

25~~17~~. Amending the last sentence of Section 3.9.6 to read as follows:

From the date that such hearing request is received by the Town Manager until the date that a decision is issued, all of the deadlines stated in Section 3.9 shall be temporarily stayed.

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26. Deleting Section 4.1.4 in its entirety and inserting in its place the following:

In addition to the requirement that a dog shall be duly licensed as required by law, the owner of a dog not licensed on or before April 30th in any year shall be subject to fines as stated in Section 8.

27~~18~~. Deleting the following language from Section 4.2.2:

Any person violating Section 4.2 shall be subject to a penalty not exceeding twenty dollars (\$20) for each offense.

28~~19~~. Deleting Section 4.2.4 (Taxi Stands) in its entirety. Deleting the following language from Section 4.2.4;

29. Deleting Section 5.6.1 in its entirety and renumbering the remaining sections within Section 5.6 in appropriate numerical order to account for said deletion.

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Any person who violates any of the provisions of Sub-section 4.2.4 shall be punished by a fine of not more than twenty dollars (\$20.00) for each offense.

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30~~20~~. Deleting Section 8.2.2 in its entirety, and inserting in its place the following:

8.2.2 Non-criminal Disposition. Any person violating any provision of these General By-Laws may be penalized by a non-criminal disposition as provided in M.G.L. Chapter 40, Section 21D. The non-criminal method of disposition may also be used for violations of any rule or regulation of any municipal officer, board or department which is subject to a specific penalty.

Without intending to limit the generality of the foregoing, it is the intention of this provision that the following specific penalties are to be included within the scope of this sub-section, that the specific penalties as listed herein shall apply in such cases, and that in addition to the municipal personnel listed for each section, if any, police officers shall in all cases be considered enforcing persons for the purpose of this provision; and each day on which any violation exists shall be deemed to be a separate offense unless otherwise specifically provided for herein. Notwithstanding the schedule of fines set forth below, the appropriate enforcing entity may issue a verbal or written warning in lieu of an initial penalty.

Section	Disposition <u>Description</u>	Penalty	Frequency	Enforcement Entity
2.2.5.1.1	<u>Failure to Display Street Number or Obstructing a Street Number</u>	\$100 <u>\$20</u>	Per Day	Fire Chief or designee / Building Commissioner or Designee
2.2.5.1.4	<u>Occupying a Street Without Permit or Unsafely Occupying a Street</u>	\$100 <u>\$300</u>	Per Day	DPW Director or Designee
2.2.5.1.6	<u>Failure to Maintain a Clearance at an Intersection</u>	\$100 <u>\$50</u>	Per Day	Town Engineer or Building Inspector for initial penalty, Town Engineer for Appeals
2.2.5.4	<u>Violating Trench Safety By-Law</u>	\$300 <u>\$100</u>	Per Offense	DPW Director or Designee
2.2.5.5.2	<u>Violating Mandatory Non-Essential Outdoor Water Use Restriction</u> Water Disposal By-Law	\$10, \$50, \$200, \$300 (Subsequent) \$100	Per Offense	DPW Director or Designee
2.2.5.5.3	<u>Failure to Maintain Backflow Protection</u>	\$300	Per Offense	<u>DPW Director or Designee</u>
2.2.5.6	<u>Violating Private Way By-Law</u>	\$100 <u>\$50</u>	Per Offense	Fire Chief or Designee
2.5.1	<u>Improper Transport of Refuse</u>	\$100 <u>\$50</u>	Per Offense	Director of Health of Health and Human Services or Designee
2.5.2	<u>Unauthorized Disposal of Refuse or Garbage on Public Land without a Permit</u>	\$100 <u>\$200</u>	Per Offense	Director of Health of Health and Human Services or Designee
2.5.3	<u>Sale of Cigarettes by Machine</u>	\$200	Per Offense	<u>Director of Health of Health and Human Services or Designee</u>
2.11.5.9	<u>Demolition of a Historic Building without a Permit</u>	\$300	Per Day	Building Commissioner or Designee
3.1.2* (to be renumbered as 3.1.1)	<u>Obstruction of Sidewalks</u>	\$100	Per Offense	<u>Any Sworn Police Officer / DPW Director or Designee</u>
3.1.4* (to be renumbered as 3.1.2)	<u>Use of Sidewalks</u>	<u>\$100</u>	Per Offense	<u>Any Sworn Police Officer</u>
3.1.5* (to be renumbered as 3.1.3)	<u>Bicycles on Sidewalks</u>	<u>\$100</u>	Per Offense	<u>Any Sworn Police Officer</u>

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<u>3.1.6*</u> <i>(to be renumbered as 3.1.4)</i>	<u>Discharge of Firearms</u>	\$300	Per Offense	<u>Any Sworn Police Officer</u>
<u>3.1.7*</u> <i>(to be renumbered as 3.1.5)</i>	<u>Dealing in Second-Hand Merchandise</u>	\$100	Per Day	<u>Any Sworn Police Officer</u>
<u>3.1.8*</u> <i>(to be renumbered as 3.1.6)</i>	<u>Snow and Ice on Sidewalks</u>	\$200	Per Day	<u>Any Sworn Police Officer / DPW Director or Designee</u>
<u>3.1.9*</u> <i>(to be renumbered as 3.1.7)</i>	<u>Consumption of Alcoholic Beverages</u>	\$100	Per Offense	<u>Any Sworn Police Officer</u>
<u>3.1.1</u>	<u>Allowing Livestock to Graze or Roam on Public Lands or Sidewalks</u>	\$50	Per Offense	<u>Any Sworn Police Officer</u>
<u>3.1.10*</u> <i>(to be renumbered as 3.1.8) 4</i> 0	<u>Use of Marijuana on Public Land, to include Roads</u>	\$100 \$50	Per Offense ee	Any Sworn Police Officer
<u>3.1.11*11</u> <i>(to be renumbered 3.1.9)</i>	<u>Hawking and Peddling without a License</u>	\$50 \$100	Per Offense ee	Any Sworn Police Officer
<u>3.1.12*</u> <i>(to be renumbered 3.1.10)</i>	<u>Household Refuse</u>	\$100	Per Offense	<u>Any Sworn Police Officer</u>
<u>3.1.13*12</u> <i>(to be renumbered as 3.1.11)</i>	<u>Discharge of Water from Private Land in a Manner Endangering a Sidewalk or Public Way</u>	\$200 \$50	Per Offense ee	Any Sworn Police Officer / DPW Director or Designee
<u>3.1.14*13</u> <i>(to be renumbered as 3.1.12)</i>	<u>Discharge of a Bow and Arrow on Public Lands without Select Board Consent</u>	\$50 \$300	Per Offense ee	Any Sworn Police Officer
<u>3.1.2</u>	<u>Obstructing a Sidewalk without Permit</u>	\$50	Per Offense	<u>Any Sworn Police Officer / DPW Director or Designee</u>

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3.1.3	<u>Coasting (Use of a Motorized Scooter) in Public Streets</u>	\$50	Per Offense	Any Sworn Police Officer
3.1.4	<u>Using a Motor Vehicle, Wagon, or Sled on a Public Footpath or Sidewalk</u>	\$50	Per Offense	Any Sworn Police Officer
3.1.5	<u>Use of a Bicycle on a Sidewalk in Needham Square or Needham Heights Business District</u>	\$50	Per Offense	Any Sworn Police Officer
3.1.6	<u>Discharge of Firearms or Explosives on Public Property without a License</u>	\$50	Per Offense	Any Sworn Police Officer
3.1.7	<u>Dealing in Secondhand Merchandise without a License</u>	\$50	Per Offense	Any Sworn Police Officer
3.1.8.1	<u>Failure to Remove Snow from Sidewalk Abutting Commercial Property within Five Hours of Sunrise</u>	\$50	Per Offense	Any Sworn Police Officer / DPW Director or Designee
3.1.8.2	<u>Placement Snow or Ice into a Sidewalk or Public Way</u>	\$50	Per Offense	Any Sworn Police Officer / DPW Director or Designee
3.1.9	<u>Consumption of Alcoholic Beverages on Public Property without Permission of Governing Body</u>	\$50	Per Offense	Any Sworn Police Officer
3.2.4	<u>Sale of Food (to include Alcoholic Beverages) Between Midnight and 6 AM without a Special Permit</u>	\$100\$200	Per Day and Per Sale	Any Sworn Police Officer
3.3.4	<u>False Actuation of a Burglar Alarm</u>	\$25, \$50, \$100 (Subsequent) \$100	Per Offense	Any Sworn Police Officer
3.4.4	<u>Parking in Handicapped Space</u>	\$200\$100	Per Offense	Any Sworn Police Officer
3.5.7	<u>Abandonment of Motor Vehicle Abandoned, Wrecked, Dismantled or Discarded Vehicles</u>	\$100\$50	Upon misdemeanor conviction	Any Sworn Police Officer
3.6.1.1	<u>Parking in Fire Lane Fire Lanes, and Vehicles Obstructing the Passage of Fire Apparatus</u>	\$100\$50	Per Offense	Any Sworn Police Officer
3.6.2.2.4	<u>False Actuation of a Fire Alarm</u>	\$100	Per Offense (in excess of 3 per year)	Any Sworn Police Officer
3.7.1	<u>Allowing a Dog to be Off-Leash on an Unauthorized Public Space</u>	\$25, \$50 (Subsequent) \$100	Per Offense	Any Sworn Police Officer
3.7.2	<u>Allowing a Dog to Barking Excessively or Engage in Other</u>	\$25, \$50 (Subsequent) \$100	Per Offense	Any Sworn Police Officer

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	<u>Behavior which Disturbs the Peace and Quiet of a Neighborhood</u>			
3.7.4	<u>Failure to Restrain and Muzzle a Dog after Ordered by the Animal Control Officer</u>	-\$25, \$50 (Subsequent) \$300	Per Offense	Any Sworn Police Officer
3.7.5	<u>Allowing a Dog to be Found Uncontrollable by Select Board</u>	-\$25, \$50 (Subsequent) \$300	Per Offense	Any Sworn Police Officer
3.7.6.	<u>Bringing a Dog (Leashed or Unleashed) to Memorial Park or DeFazio Fields</u>	-\$25, \$50 (Subsequent) \$100	Per Offense	Any Sworn Police Officer
3.7.7	<u>Failure to Remove Pet Waste, Failure to Carry Pet Waste Bags while Accompanying a Pet on Public Areas, or Disposing of Pet Waste in any Receptacle Other Than a Trash Barrel</u>	-\$25, \$50 (Subsequent) \$100	Per Offense	Any Sworn Police Officer
3.7.8	<u>Use of an Off-Leash Area without Proper Permits or in Violation of Rules of Off-Leash Area</u>	-\$25, \$50 (Subsequent) \$100	Per Offense	Any Sworn Police Officer
3.7.9.3	<u>Failure to Vaccinate a Dog, Cat, or Ferret Over Six-Months Old</u>	\$100	Per Offense	Any Sworn Police Officer
3.8.1	<u>Violation of the Noise Regulation By-Law</u>	\$50-\$100	Per Offense	Building Commissioner or Designee
3.9.5	<u>Violation of Public the-Nuisance By-Law</u>	-\$0, \$50, \$100 (Subsequent) \$100	Every 30 days up to 60 days, then every 15 days	Director of Health of Health and Human Services or Designee
4.1.4	<u>Failure to License a Dog</u>	-\$50 \$100	Per Offense	Any Sworn Police Officer
4.1.4	<u>Allow an Unspayed and Unleashed Female Dog to Roam while in "Heat"</u>	-\$50	Per Offense	Any Sworn Police Officer
4.2.2	<u>Operating a Taxi without a Permit</u>	\$50-\$100	Per Offense	Any Sworn Police Officer
4.2.4	<u>Parking in Taxi Stand</u>	-\$20	Per Offense	Any Sworn Police Officer
4.3.2	<u>Removing Underground Fuel Tanks without a Permit</u>	\$200-\$300	Per Offense	Fire Chief or Designee
4.3.3	<u>Failure to Obtain a Required Fire Department License</u>	\$200-\$300	Per Offense	Fire Chief or Designee
5.6.15	<u>Violation of the Sign By-Law</u>	\$50-\$100	Per Offense	Building Commissioner or Designee
6.11	<u>Violations of the Wetlands By-Laws</u>	Up to \$300 \$300	Per Offense	Conservation Agent
7	<u>Violations of the Stormwater Regulation By-Law</u>	\$50, \$100 (Subsequent) \$300	Per Day, after 15 days	DPW Director or Designee

8.2.2.7	<u>Violations of the Board of Health Regulations</u> <u>By Laws</u>	\$50, \$100, \$200, \$300 (Subsequent) \$300	Per Offense ^{ee}	Director of Health of Health and Human Services or Designee
	<u>Violation of Zoning By-Laws</u>	\$100 – 1 st Offense \$300 – each subsequent	Per Day	<u>Building Commissioner</u>
NOTE: Enforcement entity may choose to issue a verbal or written warning to a violator before assessing a penalty.				

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or take any other action related thereto.

DRAFT



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

MEETING DATE: 09/26/2023

Agenda Item	Calendar Year 2024 Select Board Licensing Fee Schedule
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will share with the Board the proposed Select Board Licensing Fee Schedule for Calendar Year 2024. It is recommended that the schedule be unchanged from Calendar Year 2023.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
a. Proposed Calendar Year 2024 Select Board Licensing Fee Schedule	



Town of Needham Select Board Fee Schedule

CALENDAR YEAR 2024

ON PREMISE ALCOHOLIC BEVERAGE

\$4,525	Innholders
\$4,025	Restaurants - All Alcoholic
\$1,500	Restaurants & Brew Pubs–Wine /Malt
\$1,500	Farmer Series Pouring Permit
\$ 510	Clubs
\$ 150	New License/Transfer License (On Premise & Off Premise Licenses)
\$ 100	Change in License (On Premise & Off Premise Licenses)
	Includes:
	Change of Manager
	Pledge of License/Stock
	Alteration of Premises
	New Officer/Director
	Change of Corporate Name or D/B/A
	Most other changes

OFF PREMISE ALCOHOLIC BEVERAGE

<u>Initial</u>	<u>Renewal</u>	
\$3,500	\$2,500	Retail Package Goods Store, All Kinds of Alcoholic Beverages
\$3,000	\$2,000	Retail Package Goods Store, Wine & Malt Beverages Only

MISC. LICENSES/PERMITS

Automatic Amusement	\$ 50 each machine
Bowling	\$ 10 each lane
Class I and Class II	\$ 200
Common Victualler Licenses	\$ 100
Innkeeper	\$ 25
Livery	\$ 25
Lodging License	\$ 50
One-Day Special Liquor License	\$ 25
Outdoor Dining	\$ 25*
Pool Table	\$ 25
Sunday Public Entertainment	\$ 100
Weekday Public Entertainment	\$ 100
Road Race	\$ 25
Second Hand Articles	\$ 25
Taxi	\$ 10 each cab

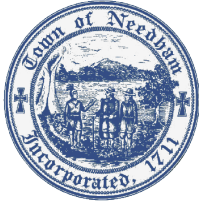
**Outdoor Dining Fee License applied to Common Victualler License Fee upon approval. Does not include any use fees for sidewalk and/or parking space use defined*



Town of Needham Select Board Fee Schedule

in Select Board Policy SB-LIC-016.

DRAFT



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

MEETING DATE: 9/26/2023

Agenda Item	Town Manager's Report
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Town Manager will update the Board on issues not covered on the agenda.
2.	VOTE REQUIRED BY SELECT BOARD
	N/A – Discussion Only
3.	BACK UP INFORMATION ATTACHED
	None



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

MEETING DATE: 9/26/2023

Agenda Item	Select Board Goal Setting FY2024 - 2025
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss the FY2024 – 2025 goals and initiatives. The Town Manager will recommend that the Board adopt the goals and initiatives as presented.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board vote to adopt its goal statement for FY2024-2025.	
3.	BACK UP INFORMATION ATTACHED
a. Select Board Goal Statement for FY2024- 2025, 9/26/2023 b. FY2023 – 2024 Select Board Initiatives Update & FY2024 – 2025 Ideas Referred to Town Manager, 9/26/2023	

Select Board Goals FY 2024-25 September 26, 2023

FY 2024-2025 Goals

Goal #1: Healthy and Socially Thriving

Needham residents enjoy plentiful recreational, cultural, and educational opportunities in an environment that upholds human rights, celebrates diversity, and fosters a sense of connection among neighbors, thus strengthening their bond to the community they proudly call home. Needham:

- Cultivates a wide range of recreational, cultural, educational, civic, and social opportunities for all socioeconomic and age groups;
- Supports the physical and mental well-being of its community members;
- Fosters inclusion, diversity, and equity in order to become a culturally responsive, anti-racist, and anti-biased community; and
- Values public art.

Goal #2: Economically Vital

Needham welcomes investment in local businesses and has a thriving local economy that contributes to a growing local tax base to support desirable community amenities and programs. Needham:

- Has a growth mindset and encourages business development and redevelopment;
- Supports an environment for creativity, innovation, and entrepreneurship;
- Promotes a well-educated, skilled, and diverse work force that meets employers' needs;
- Fosters a collaborative and resource-rich regional business climate;
- Attracts, sustains, and retains a diverse mix of businesses, entrepreneurs and jobs that support the needs of all community members; and
- Supports financial security and economic opportunity.

Goal #3: Livable

Needham values diversity and a broad spectrum of housing options. The community is supported by well-maintained public infrastructure and desirable amenities that accommodate a variety of community needs. Needham:

- Promotes and sustains a secure, clean, and attractive place to live, work and play;
- Supports an increase of housing, including a variety of types and price points;
- Provides high-performing, reliable, affordable public infrastructure and Town services;

- Encourages and appropriately regulates sustainable development; and
- Supports and enhances neighborhood livability and accessibility for all members of the community.

Goal #4: Accessible and Connected

In Needham, people can easily and affordably travel to their desired destinations without relying solely on cars. Needham:

- Supports a balanced transportation system that reflects effective land use, manages congestion, and facilitates strong regional multimodal connections;
- Offers and encourages a variety of safe, comfortable, affordable, reliable, convenient, and clean mobility options;
- Applies Complete Street principles to evaluate and prioritize bicycle and pedestrian safety;
- Coordinates with state and federal leaders to ensure access to safe, reliable, and efficient public transit;
- Provides effective infrastructure and services that enables people to connect with the natural and built environment; and
- Promotes transportation options to remain an age-friendly community.

Goal #5: Safe

Needham is a welcoming and inclusive community that fosters personal and community safety. Needham:

- Provides public safety in a manner consistent with community values;
- Provides comprehensive advanced life support level care;
- Plans for and provides equitable, timely and effective services and responses to emergencies and natural disasters;
- Fosters a climate of safety in homes, businesses, neighborhoods, streets, sidewalks, bike lanes, schools, and public places; and
- Encourages shared responsibility, provides education on personal and community safety, and fosters an environment that is welcoming and inclusive.

Goal #6: Responsibly Governed

Needham has an open and accessible Town government that fosters community engagement and trust while providing excellent municipal services. Needham:

- Models stewardship and sustainability of the Town's financial, human, information, and physical assets;
- Invests in making Town-owned buildings safe and functional;
- Supports strategic decision-making with opportunities for engagement and timely, reliable, and accurate data and analysis;

- Enhances and facilitates transparency, accuracy, efficiency, effectiveness, and quality service in all municipal business;
- Supports, develops, and enhances relationships between the Town and community and regional partners;
- Proactively reviews and updates Town policies and regulations and ensures compliance;
- Promotes collaboration between boards and committees;
- Values the local government workforce;
- Identifies and implements strategies to hire, support and retain diverse staff at every level of the organization; and
- Prioritizes acquisition of strategic parcels.

Goal #7: Environmentally Sustainable

Needham is a sustainable, thriving, and equitable community that benefits from and supports clean energy; preserves and responsibly uses the earth's resources; and cares for ecosystems. Needham:

- Combats the climate crisis;
- Prioritizes sustainability, including transitioning from fossil fuels to clean, renewable energy;
- Encourages the efficient use of natural resources; and
- Protects and enhances the biodiversity and vitality of ecological systems.

FY2024-2025 Initiatives

Initiatives to Begin: Now (0-18 months)

- Healthy and Socially Thriving
 - Identify ways to institutionalize community conversation around race, diversity, equity, and inclusion, to build relationships and a stronger understanding of different perspectives and lived experiences.
 - Make intentional efforts and identify creative ideas for community outreach to diversify the candidate pool for all appointed Boards and Committees; measure progress.
 - Complete the Equity Audit, clarify objectives, and determine next steps.
 - Provide support to other Boards and Committees on how to apply NUARI principles to their work, including training opportunities and sample goals.
 - NUARI: Conduct Board and Committee member orientation sessions to include the Town's race equity vision statement.
 - Hold a public hearing and determine if the Town will change Columbus Day to Indigenous People's Day.
 - Invite various identity network groups to meet with the Select Board and introduce the work they do and the community they serve.
- Livable
 - Work with the Planning Board on next steps related to the MBTA Community Housing Guidelines and the update to the Town's Affordable Housing Plan. Review updated demographics and impact on anticipated transit-oriented development and schools.
 - Identify funding for School Master Plan projects and participate in the planning process.
 - Evaluate RTS Service Delivery Model to guide long-term investment and review operational efficiencies in the short-term.
 - Evaluate next steps for use of the Stephen Palmer Building.
 - Evaluate expansion of off-leash dog areas.
 - Support for the Needham Housing Authority redevelopment project.
- Accessible and Connected
 - Implement the Parking Study
 - Parking:
 - Update parking payment technologies to allow for credit card and/or app-based payments
 - Ask the Planning Board to update parking requirements in zoning
 - Pilot converting some on-street parking spaces for more active curb use (e.g., short customer visits, active loading areas)
 - Update the Town's parking regulations and permit program (including permit rules, time/day regulations, and pricing)
 - Seek funding for noise reduction/Quiet Zone feasibility, design, and construction.

- Evaluate and make a final determination of the appropriate plan for Downtown Redesign Phase 2.
- Responsibly Governed
 - Evaluate the need for a flag policy.
 - Evaluate the possibility of developing a Community Master Plan. Develop an inventory of Town long-range plans and identify overlaps and conflicts, including other Boards of jurisdictions.
 - Establish process to do regular by-law charter review updates.
 - DPW phased renovation/construction.
 - Capital Facilities:
 - CATH upgrades (including additional parking)
 - Library phased renovations.
 - Evaluate ways to increase minority and women-owned business participation in construction, building maintenance projects, and other Town programs.
- Environmentally Sustainable
 - Prioritize and implement the Climate Action Plan.
 - Identify parcel acquisition to comply with Land and Water Conservation Fund requirements.
 - Evaluate adoption of net-zero building code; specialized opt-in code.
 - Sponsor a tree summit.

Initiatives to Begin: Next (18-36 months)

- Healthy and Socially Thriving
 - Develop a plan for a community observance of Juneteenth.
- Livable
 - Evaluate the role of the Affordable Housing Trust.
- Environmentally Sustainable
 - Explore development of a Town Electric Vehicle (EV) policy, i.e., the default position for fleet replacement should be EVs unless there is a compelling reason to use an alternative.

Initiatives to Begin: Near (36+ months)

- Economically Vital
 - Evaluate Chestnut Street redevelopment.
- Livable

- Begin the Ridge Hill/Nike Assessment Phase 2 Project, including working with the Community Farm to decide on the long-term plan for the farm at the site as well as considering potential future uses of the site.
- Accessible and Connected
 - Evaluate funding options for the Rail Trail extension from High Rock Street to Needham Junction.
 - Evaluate future use of the rail corridor between Dover and Newton.
 - Evaluate the feasibility of a shared use way between Needham Heights and the City of Newton.

FY2023 – 2024 Select Board Initiatives Update

FY2024 – 2025 Ideas Referred to Town Manager

September 26, 2023

FY2023 – 2024 Initiatives that are Complete

1. Update the Select Board's Appointment Protocol (BOS-ADMIN-003)
2. Collaborate with stakeholders on the development of short videos on how Town government works.
3. Expand Select Board community engagement efforts and ensure continuation of the Town's communications staffing. Pilot Select Board Office Hours
4. Develop a Select Board/Committee Code of Conduct
5. Review the funding goal and use of all stabilization funds in conjunction with the Finance Committee and stakeholder boards and committees.
6. Conduct a general governance review including the role of the Personnel Board.
7. Review and update Alcohol Regulations
8. Complete formal appointment of Town Counsel
9. Update policy governing use of public outdoor spaces under the jurisdiction of the Select Board (e.g., Town Common, Avery Square, Amity Path, etc.)
10. Support employee recruitment and retention initiatives
11. Work with public safety unions to reach agreement on alternatives to the Civil Service system; work with all stakeholders to implement alternative recruitment and promotion systems for public safety employees.
12. Work with the Chief of Police on updating the annual reporting and evaluating the possibility of creating a quarterly status reports.
13. Work with the Human Rights Committee to develop a discrimination complaint process and provide forums where individuals feel comfortable discussing their concerns related to diversity, equity, and/or inclusion.
14. Evaluate the role and composition of the TMAC, Transportation Committee, Rail Trail Advisory Committee, and Complete Streets Committee
15. Review and implement an alternative service delivery method for weights and measures inspections.
16. Work with the Park & Recreation Commission, Conservation Commission, and other stakeholders to set priorities for capital spending.
17. Work with stakeholders to secure funding for an arts and culture strategic plan

FY2023 – 2024 Initiatives that are being Operationalized

1. Recommend community energy aggregation.
2. Review/establish electric vehicle charging rates.
3. Review and recodify the non-criminal disposition by-law.

4. Implement Valor Act and consider aligning the administrative process for both the Valor Act and the Senior Corps programs.
5. Conduct focus groups with BIPOC community members to identify strategies for ensuring that all members of the community feel welcome as outlined in the NUARI vision statement and guiding principles.
6. Create a voluntary local historic district under Chapter 40C for the property of Elizabeth and Maurice Handel at 3 Rosemary Street, built by Jonathan and Jemima Kingsbury in 1779, the oldest house in 02494 and the 11th oldest in Needham.
7. Upgrade Town Seal to improve graphic quality and historical accuracy.
8. Identify opportunities for expanded active and passive recreation facilities including but not limited to an action sports park and additional boat ramps.
9. Maintain/repair the barn at Ridge Hill.
10. Actively monitor progress on the law enforcement recommendations that the Police Chief presented to the Select Board on June 8, 2021.
11. Prioritize funding for the Central Avenue/Centre Street Bridge.
12. Improve trailhead access to ensure clear and accessible access; consider creating a trails app.

Tabled

1. Work with the Needham Golf Club to extend the lease of Town land to allow Club to finance improvements.
2. Review Elected/Appointed status.
3. Explore the option of petitioning to rename Hemlock Gorge to "Nehoiden's Grant."
4. Evaluate opportunities for undergrounding of electrical wires.
5. Evaluate expansion of snow removal efforts, including sidewalk plowing strategies.

Potential FY2024 – 2025 Initiatives Referred to Town Manager

1. Consider restriction of individual serving alcohol bottles (referred to Board of Health).
2. Create a town wide bike route map to use as a planning tool - deciding intentionally on which roads we would like to have a bike lane, where we want to channel our bike traffic (referred to the Mobility Committee).
3. Explore opportunities to increase bike infrastructure as possible throughout the town (referred to the Mobility Committee).
4. Explore the creation of a mountain biker trail extending south from Kendrick Street and parallel to Greendale Avenue (referred to the Mobility Committee).
5. Evaluate the issue of bicycles on sidewalks (referred to the Mobility Committee).
6. Procure a level 3 charging station to enable electric school transportation and town vehicle fleet changes (referred to the Climate Action Plan Committee).
7. Explore increasing the budget for Town Tree Planting (referred to Director of Public Works).

8. Increase NCAC funding in FY2025 Operating Budget (referred to the Economic Development Manager).
9. Define new arts and culture goal after Arts Plan is complete (referred to the Economic Development Manager).
10. Identify future cooling infrastructure, such as shade structures at Rosemary, playgrounds & playing fields, and on the Town Common (referred to the Park & Recreation Commission).
11. Identify opportunities to expand Social Safety Net, to include potential for increase funding for direct support (referred to the Director of Health & Human Services).
12. Identify courses of action to decrease food insecurity, including expanding food insecurity remediation programs supported by the Town (referred to the Director of Health & Human Services).

Select Board Goals FY 2024-25 September 26, 2023

FY 2024-2025 Goals

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FY2024-2025 Initiatives

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- Accessible and Connected
 - Implement the Parking Study
 - Parking:
 - Update parking payment technologies to allow for credit card and/or app-based payments
 - Ask the Planning Board to update parking requirements in zoning at May 2024 Town Meeting
 - Pilot converting some on-street parking spaces for more active curb use (e.g., short customer visits, active loading areas)
 - Update the Town's parking regulations and permit program (including permit rules, time/day regulations, and pricing)
 - Seek funding for noise reduction/Quiet Zone feasibility, design, and construction.

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 - Prioritize and implement the Climate Action Plan.
 - Identify parcel acquisition to comply with Land and Water Conservation Fund requirements.
 - Evaluate adoption of net-zero building code; specialized opt-in code.
 - Sponsor a tree summit.

Initiatives to Begin: Next (18-36 months)

- Healthy and Socially Thriving
 - Develop a plan for a community observance of Juneteenth.
- Livable
 - Evaluate the role of the Affordable Housing Trust.
- Environmentally Sustainable
 - Explore development of a Town Electric Vehicle (EV) policy, i.e., the default position for fleet replacement should be EVs unless there is a compelling reason to use an alternative.

Initiatives to Begin: Near (36+ months)

- Economically Vital
 - Evaluate Chestnut Street redevelopment.

- Livable
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 - Evaluate future use of the rail corridor between Dover and Newton.
 - Evaluate the feasibility of a shared use way between Needham Heights and the City of Newton.

Completed FY2023 – 2024 Initiatives

- Update the Select Board's Appointment Protocol (BOS-ADMIN-003)
- Collaborate with stakeholders on the development of short videos on how Town government works.
- Expand Select Board community engagement efforts and ensure continuation of the Town's communications staffing. Pilot Select Board Office Hours
- Develop a Select Board/Committee Code of Conduct
- Review the funding goal and use of all stabilization funds in conjunction with the Finance Committee and stakeholder boards and committees.
- Conduct a general governance review including the role of the Personnel Board.
- Review and update Alcohol Regulations
- Complete formal appointment of Town Counsel
- Update policy governing use of public outdoor spaces under the jurisdiction of the Select Board (e.g., Town Common, Avery Square, Amity Path, etc.)
- Support employee recruitment and retention initiatives
- Work with public safety unions to reach agreement on alternatives to the Civil Service system; work with all stakeholders to implement alternative recruitment and promotion systems for public safety employees.
- Work with the Chief of Police on updating the annual reporting and evaluating the possibility of creating a quarterly status reports.
- Work with the Human Rights Committee to develop a discrimination complaint process and provide forums where individuals feel comfortable discussing their concerns related to diversity, equity, and/or inclusion.
- Evaluate the role and composition of the TMAC, Transportation Committee, Rail Trail Advisory Committee, and Complete Streets Committee
- Review and implement an alternative service delivery method for weights and measures inspections.
- Work with the Park & Recreation Commission, Conservation Commission, and other stakeholders to set priorities for capital spending.
- Work with stakeholders to secure funding for an arts and culture strategic plan

Operationalized FY2023 – 2024 Initiatives

- Recommend community energy aggregation.
- Review/establish electric vehicle charging rates.
- Review and recodify the non-criminal disposition by-law.
- Implement Valor Act and consider aligning the administrative process for both the Valor Act and the Senior Corps programs.
- Conduct focus groups with BIPOC community members to identify strategies for ensuring that all members of the community feel welcome as outlined in the NUARI vision statement and guiding principles.
- Create a voluntary local historic district under Chapter 40C for the property of Elizabeth and Maurice Handel at 3 Rosemary Street, built by Jonathan and Jemima Kingsbury in 1779, the oldest house in 02494 and the 11th oldest in Needham.
- Upgrade Town Seal to improve graphic quality and historical accuracy.
- Identify opportunities for expanded active and passive recreation facilities including but not limited to an action sports park and additional boat ramps.
- Maintain/repair the barn at Ridge Hill.
- Actively monitor progress on the law enforcement recommendations that the Police Chief presented to the Select Board on June 8, 2021.
- Prioritize funding for the Central Avenue/Centre Street Bridge.
- Improve trailhead access to ensure clear and accessible access; consider creating a trails app.

Tabled FY2023-2024 Initiatives

- Work with the Needham Golf Club to extend the lease of Town land to allow Club to finance improvements.
- Review Elected/Appointed status.
- Explore the option of petitioning to rename Hemlock Gorge to “Nehoiden’s Grant.”
- Evaluate opportunities for undergrounding of electrical wires.

Proposed Initiatives Referred to Town Manager

- Consider restriction of individual serving alcohol bottles (referred to Board of Health).
- Create a town wide bike route map to use as a planning tool - deciding intentionally on which roads we would like to have a bike lane, where we want to channel our bike traffic (referred to the Mobility Committee).
- Explore opportunities to increase bike infrastructure as possible throughout the town (referred to the Mobility Committee).
- Explore the creation of a mountain biker trail extending south from Kendrick Street and parallel to Greendale Avenue (referred to the Mobility Committee).
- Evaluate the issue of bicycles on sidewalks (referred to the Mobility Committee).

- Procure a level 3 charging station to enable electric school transportation and town vehicle fleet changes (referred to the Climate Action Plan Committee).
- Explore increasing the budget for Town Tree Planting (referred to Director of Public Works).
- Increase NCAC funding in FY2025 Operating Budget (referred to the Economic Development Manager).
- Define new arts and culture goal after Arts Plan is complete (referred to the Economic Development Manager).
- Identify future cooling infrastructure, such as a shade structures at Rosemary, playgrounds & playing fields, and on the Town Common (referred to the Park & Recreation Commission).
- Identify opportunities to expand Social Safety Net, to include potential for increase funding for direct support (referred to the Director of Health & Human Services).
- Identify courses of action to decrease food insecurity, including expanding food insecurity remediation programs supported by the Town (referred to the Director of Health & Human Services).



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

MEETING DATE: 9/26/2023

Agenda Item	ADL Open Letter to Combat Antisemitism and Fight Hate for Good
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Select Board will discuss whether to become a signatory to the ADL Open Letter to Combat Antisemitism and Fight Hate for Good.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Suggested Motion: That the Board vote to become/not to become a signatory to the ADL Open Letter to Combat Antisemitism and Fight Hate for Good.	
3.	BACK UP INFORMATION ATTACHED
a.	ADL Open Letter to Combat Antisemitism and Fight Hate for Good



Open Letter to Combat Antisemitism and Fight Hate for Good

The rise of antisemitism cannot be ignored.

In 2022, ADL tracked the highest number of antisemitic incidents in the United States in more than 40 years. Hate online is surging as well. This has all gotten worse in recent weeks and months. In the U.S., we have seen more than 50 swatting and bomb threats against institutions, physical attacks and foiled plots against synagogues and other places of worship, white supremacist masked men marching in amusement parks, hateful flyers distributed in residential neighborhoods, and toxic banners are being hung over major highways. And now – ADL is the very public target of an online hate campaign – started by antisemites and amplified by Twitter/X's owner (who has also threatened to sue ADL).

This level of hate is anything but normal.

Such insidious efforts don't daunt us. Instead, they drive us to be unflinching in our commitment to fight hate in all its forms and to ensure the safety of Jewish communities and other marginalized groups. Because we know that none of our communities will be safe until we are all safe.

With great urgency, we the undersigned come together in solidarity to decry hate, denounce scapegoating, and ensure that rising extremism not be mainstreamed or normalized.

Antisemitism is a threat to us all, around the world. We call on everyone - from government officials to community leaders, to clergy and educators - to join us and use their power to send that message and do their part to reverse this tide.

Only together can we fight hate for good.

First Name *

Last Name *

I am a *

City *

State *

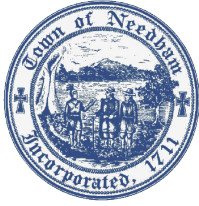
+ Add

Zip Code *

Email Address *

Sign the Letter

Never submit passwords through this form. [Report malicious form](#)



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

MEETING DATE: 9/26/2023

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
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
None	

**Town of Needham
Joint Meeting
Select Board and Planning Board
Minutes for Monday, September 11, 2023
Needham Town Hall
and
Via YouTube**

5:00 p.m. Call to Order:
A joint meeting of the Select Board and Planning Board was convened by Chair Marianne Cooley. Those present were Kevin Keane, Heidi Frail, Marcus Nelson (via Zoom), Catherine Dowd, Adam Block, Jeanne McKnight, Artie Crocker, Paul Alpert (via Zoom), and Town Manager, Kate Fitzpatrick.

5:01 p.m. Special Town Meeting Draft Warrant Article - Foster Property Open Space Zoning Non-Binding Resolution:

Ms. Cooley explained the Select Board placed the item into the draft Special Town Meeting Warrant, noting the Foster property continues to be challenging to bring to a close. She commented that Town Meeting a year ago expressed their strong support, voting to provide funding for the acquisition of 34 acres of open space at a price of \$2.5 million. She said the transaction has not occurred and a draft development agreement was never filed. Ms. Cooley commented on the number of affordable units changing to 25% from 5% under a LIP, per state requirements. She said all possible options continue to be pursued including a rezoning of the parcel (484 Charles River Street). She said zoning is different from what was presented to Town Meeting a year ago, noting Town Meeting should have the opportunity to weigh in again. She noted additional funding is not being sought by the Town, just the opinion of Town Meeting as to whether the Town should continue making the investment of time in acquiring the open space.

Mr. Block said the Planning Board has not had the opportunity to review or discuss the draft resolution until now.

Mr. Crocker said questions remain including the percentage of affordable housing and who will fund infrastructure upgrades along Charles Rivers Street related to the project.

Ms. Cooley said it would be expected that zoning changes would go through a regular zoning process, should the Select Board ask the Planning Board to take up the zoning, including holding public hearings.

Mr. Block pointed out that as with any other developer, they would be responsible for the costs of mitigation.

Mr. Crocker claimed that this was not what was stated last year, perhaps because the developer thought the project would go through a LIP. He stated the developer said they would not pay for infrastructure costs. Mr. Crocker said bringing any housing to Needham is necessary and great, yet questioned the percentage of affordable housing and to make sure there is enough buffer between the residents on Whitman Road and the project.

Ms. Cooley and Mr. Block concurred zoning would be specific on the amount of buffer and setback requirements (100 ft.) that might be required for the project, which was committed to previously.

Mr. Crocker said 100 ft is not enough setback between the neighbors and the project.

Ms. McKnight said she is not sure there is a plan approved by the Planning Board expressly stating access should be provided to the Charles River and that protecting the areas around the river is an important goal. She commented on a conservation easement and public access on a separate subdivision project the Planning Board worked on. She said she has followed the Charles River Street project closely and was very surprised that the state would approve a local initiative project with only 5% affordability. She commented that to hear the state will not approve the project unless there is 25% affordability does not surprise her. Ms. McKnight expressed concern over the town goal of uniformly applying a 12.5% affordability requirement throughout town, and is torn about getting away from that percentage on this project because the town wants to acquire the land. She wondered if any discussions were had with the proposed developer or land sellers asking if 12.5% would work?

Ms. Cooley stated 12.5% would be a less economically viable project and would require additional funding from the town, or the seller would have to cut the price. She said economics comes from a variety of factors, which would have to change in order to make 25% affordability possible.

Ms. McKnight concurred rezoning would likely be the kind the town typically does prior to the Planning Board recommending adoption. She said she assumes the zoning would require a special permit by use.

Discussion ensued on the Finance Committee, preliminary discussion, and the resolution.

Mr. Block stated Mr. Crocker and Ms. McKnight are speaking about a specific mechanics of the construction of the zoning bylaw, which is not currently contemplated. He said the current discussion is whether the Town Meeting will approve the non-binding resolution that the Planning Board take up zoning in an ordinary zoning planning process in time for the Annual Town Meeting.

Discussion ensued on time necessary to prepare a draft resolution of the zoning by-law, resolve the framework for the dimensional regulations, proposed language, and to hold a public hearing to bring zoning to May Town Meeting.

Mr. Block reiterated Town Meeting approved the authorization, for the global purpose for the benefit of the whole of the town, of acquiring 34 acres of open land to be made available as public land for use by residents including access to the Charles River. He said having that municipal benefit removes a question that some may have had about spot zoning, noting Town Meeting is a legislative, representative body of the Town, and if this is resolved in October by resolution, it behooves the Board to take it up.

Mr. Crocker said he is unsure how having public land as part of the deal takes away from the fact that it's spot zoning. He stated a traffic study of the area would be necessary, and that many other things need to be done for the May Town Meeting. Mr. Crocker said he is unsure whether there is enough time to do things correctly. He commented on a lower section of the property, wondering how much of the property is actually developable. He noted the developer could contemplate giving the Conservation Commission any undevelopable land, noting the town would, therefore, not have to pay taxes on that land. Mr. Crocker concluded he does not believe that question has been finalized.

Mr. Block said to Ms. Newman, Director of Planning that it might be helpful to find alternative resources, if necessary, in order to help with the preparation of the zoning bylaws to make May Town Meeting work.

Discussion ensued on the question of developable land.

Ms. Cooley offered to attend a Planning Board meeting, noting the purpose of meeting tonight was to provide a brief update.

Mr. Block suggested Town Counsel could have a conversation about the legal standard for spot zoning. He asked Mr. Crocker and Ms. McKnight "if the Town Meeting desires and approves the non-binding resolution to advance zoning at the following Town Meeting, will the Zoning Board take it up?" Ms. McKnight said she would agree, however she said she is hesitant if the resolution specifically states 5% affordability, saying more discussion is needed.

Mr. Crocker said it makes sense to take it up, noting the vote is a mandate, per se, as the Town Meeting already voted they wanted to do something. He said it also makes sense to take it up to see what the town can do to preserve space and for the affordable housing component.

Ms. Cooley said it is also important to take up the question for the seller to understand whether the Town remains interested in this process as well, or that they could decide to put the property back on the market for single family homes to clear

cut the site, noting there would not be the setbacks of the type Mr. Crocker is referencing.

Mr. Crocker stated he does not fear what might happen, but understands it is possible.

Discussion ensued on access to the Charles River, as brought up by Ms. McKnight and the Conservation Commissions' desire for the Town to acquire the parcel of land.

Ms. McKnight said the land is beautiful and wants the town to acquire it, but she is torn.

5:23 p.m. Executive Session: Exception 3 (Potential Litigation) relative to 1688 Central Avenue, Needham

Motion by Mr. Crocker that the Planning Board convene an Executive Session for the purposes of discussing strategy with respect to litigation, namely Needham Enterprise's Inc. vs. Needham Planning Board land court miscellaneous case #22, miscellaneous file number 158, where the chair declares that doing so in Open Session will have a detrimental impact on the Planning Board's litigation position, with said Executive Session to include the Select Board, and to adjourn at the conclusion of the Executive Session without returning to Open Session.

Second: Ms. McKnight.

Christopher Heep, Town Counsel was asked, with consent of and through the Chairs, by resident Peter O'Neill "what the detrimental effect would be on the litigating position of the public body?"

Attorney Heep stated discussion will involve the decision of the trial court and whether or not to pursue or not an appeal of that decision. He said an open session would disclose to the public, among other things, counsel analysis of the decision and underlying law, that is best conducted in Executive Session.

Motion approved 3-0-1 by roll call vote. Mr. Alpert abstained.

A list of all documents used at this Select Board meeting is available at:
<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID>

**Town of Needham
Select Board
Minutes for Tuesday, September 12, 2023
Select Board's Chamber
and
Via ZOOM
<https://us02web.zoom.us/j/89068374046>**

- 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, Marcus Nelson, Catherine Dowd, and Town Manager, Kate Fitzpatrick. Dave Davison, Deputy Town Manager/Finance, Katie King, Deputy Town Manager/Operations, and Mary Hunt, Recording Secretary were also in attendance.
- 6:00 p.m. Public Comment Period:
Xuan Dong, 48 Hawthorn Avenue spoke with the Board about the drain line running through his backyard and repeated flooding in his neighborhood. He expressed frustration stating there has been a lack of action and communication from the town, and asked for an on-site visit by town officials and qualified engineers to assess and evaluate the drain line. Mr. Dong suggested a comprehensive plan be implemented to solve the problem.
- James Goldstein, Bay Colony Rail Trail commented on the Board's draft goals for FY2024-25. He noted the three initiatives regarding the rail trail are "to begin in 36 months or more." He suggested the initiative for evaluating funding options for the rail trail to High Rock Street and Needham Junction be given priority, suggesting the near term of 0-18 months. He said a feasibility study was completed more than three years ago.
- Ellen Fine, 161 Greendale Avenue spoke with the Board regarding the August 8th flooding event and aftermath. She expressed frustration with the town's response and said more could have been done to help residents. She suggested several immediate actions in response to the crisis including calling MEMA, Red Cross, Salvation Army, and setting up crisis counseling. Ms. Fine commented that a one-time service from the DPW or RTS to pick up wet and damaged items would have been helpful. She said residents who experienced flooding should gather with town officials to discuss best ideas and best practices for future incidents. She said the town completely failed its residents.
- 6:14 p.m. Certificate of Appreciation - Mary Hunt:
Mr. Keane read a Certificate of Appreciation recognizing Mary Hunt for 14 years of service to the Town of Needham as Recording Secretary for the Select Board.
- The Board thanked Ms. Hunt for her work and wished her well.

6:16 p.m. Introduce Tatiana Swanson, Director of Human Resources:
Ms. Fitzpatrick introduced Tatiana Swanson, newly promoted Director of Human Resources. Ms. Fitzpatrick said Ms. Swanson has worked for the town since 2012 and wished her well in her new position.

Ms. Cooley commented she is happy Ms. Swanson chose to work in Needham and continues to grow and learn new things. She said shared values make Needham a good place to work, and wished her well.

Ms. Swanson thanked the Board and Ms. Fitzpatrick for the opportunity as Director of Human Resources.

6:20 p.m. Appointments and Consent Agenda:
Motion by Mr. Keane that the Select Board vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENT CALENDAR

1.	Denise Garlick	Town Financed Community Housing Oversight Committee	Term Exp: 6/30/2026
2.	Nikolaos Ligris	Zoning Board of Appeals	Term Exp: 6/30/2025
3.	Artie Crocker	Climate Action Plan Committee	Term Exp: 6/30/2024
4.	Megan Anderson	Historical Commission	Term Exp: 6/30/2025
5.	Kate Fitzpatrick	Needham Branding and Town Seal Committee	Term Exp: 6/30/2024
6.	Felix Zemel	Design Review Board	Term Exp: 6/30/2024
(Administrative Reappointment to Correct Board Member Term Expiration Dates)			
7.	Robert Dermody	Design Review Board	Term Exp: 6/30/2024
(Administrative Reappointment to Correct Board Member Term Expiration Dates)			
8.	Joshua Levy	Housing Needham Advisory Group	Term Exp: 6/30/2024
9.	Marshall Davis	Needham Branding and Town Seal Committee	Term Exp: 6/30/2024
10.	Leah Wolkovich-Quartey	Single Parcel Local Historic District Study Committee	Term Exp: 6/30/2026

CONSENT AGENDA *Supporting Documents Attached

- 1.* Approve open session minutes of August 15, 2023.
2. Accept the following donations to the Needham Free Public Library: • From Barbara Kochaniak, \$400 for Polish books; • From Ellen Sullivan, \$50 for Children's books, in memory of Theodore Daoust Riley; and, • From Liz Bercume, \$50 for Children's books, in honor of Luke Twomey on his fourth birthday.
3. Accept the following donation to the Needham Health Division: • \$150 from Friends of Denise Garlick for the Domestic Violence Action Committee (DVAC)
4. Approve a request from Jill Barber, Membership Director of YMCA, to hold the road event "Race to Kick Cancer 5K" in Needham. The event is scheduled for Sunday, November 12, 2023, at 10:00 a.m. The event and route have been approved by the following departments: Fire, Police, Park and Recreation, and Public Works.
- 5.* Approve partial road closure of Pickering Street (from Great Plain Ave to just before the entrance of the Walgreens Parking Lot) from 8:30 a.m. to 4:00 p.m. during the Needham Harvest Fair on Sunday October 2, 2022.
6. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Date	Time	Rain Date
Ratify – Robert Petitt	80 Robinwood Ave	Robinwood Ave	9/4/23	4pm-9pm	N/A
Ratify – Neeti Mehta	55 North Hill Ave	Howe Road	9/9/23	3pm-10pm	9/10/23
Ratify – Kate Deeley	61 Kenney Street	Kenney Street	9/9/23	3pm-11pm	9/10/23
Dan O'Neill	75 Kimball Street	Corner of Grant And Kimball St.	9/17/23	4:30pm-6:30pm	9/22/23
Claudette Shea	107 Grosvenor Rd	Between 92 & 107 Grosvenor Rd.	9/17/23	4:30pm-6:30pm	9/24/23
Laura Raff	52 Wilshire Park	52 Wilshire Park	9/23/23	4pm-9pm	9/24/23
Katie Philippi	33 Spring Road	67 Spring Road	9/30/23	1pm-10pm	10/1/23
Lisa Madkins	18 Bobsled Drive	Bottom of Bobsled Drive	9/30/23	5pm-9pm	10/1/23
Denise Arrondo	21 Prince Street	Prince Street	9/30/23	5pm-8pm	10/1/23
Amy Hurley	130 South Street	Corner of Needhamdale Road & Green Street	10/1/23	4pm-9pm	N/A
Rebecca Regan	60 Eaton Road	Eaton Road	10/1/23	3pm-8pm	9/30/23
Maureen Callahan	67 Bradford Street	Cleveland Road	10/15/23	1pm-4pm	N/A
Liz Lawlor	76 Howland Street	Pleasant St/ Howland St.	10/21/23	4pm-6:30pm	10/22/23

NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES

Hosting Organization	Primary Contact	Location	Date
Temple Beth Shalom	Joelle Schatz	670 Highland Avenue	08/25/2023

Second: Ms. Frail. Unanimously approved 5-0.

6:21 p.m. August 8th Stormwater Management Update - Department of Public Works: DPW Director Carys Lustig provided an update of work done by DPW in response to the August 8th weather event and included plans for moving forward on stormwater improvements and mitigation on both public and private property.

Ms. Lustig said data has been collected through See-Click-Fix from homeowners and elsewhere to create a heatmap of impacted areas from the August 8th storm. She said approximately 200 homes were affected by flooding of interior spaces. She said the DPW received numerous insurance claims and Freedom of Information Act requests, which she said are time consuming for staff to investigate and thoroughly document. She asked folks to call the town prior to submitting a FOIA request. Ms. Lustig provided clarification on Stormwater Quality vs. Stormwater Capacity and the requirements and mandates of both programs, their overlap, and their difference. Ms. Lustig said work continues with gathering information through See-Click-Fix and neighborhood meetings will begin this week to discuss mitigation strategies, which she noted is labor intensive and not something that will be instantaneous.

Discussion continued on coordination with staff and the hiring of a new sustainability manager to work on climate change challenges, the capital improvement plan, funding sources, and drainage infrastructure improvements the Town has made.

Katie King, Director of Operations commented on FEMA's Federal Disaster Assistance Program and the U.S. Small Business Disaster Assistance (SBA) Loan Program. She said different thresholds must be met to qualify for assistance, noting Needham (and other towns) did not meet the criteria or thresholds to qualify for the SBA loan program. She acknowledged the news is tough to hear for anyone affected by the storm, noting surrounding towns are in a similar situation.

The Board thanked Ms. Lustig and Ms. King for the information.

6:49 p.m.

DPW Feasibility Study - Update:

Michael Richard, Weston & Sampson Engineers, Jeff Alberti, Weston & Sampson, Hank Haff, Director Building Design & Construction, Carys Lustig, Director of Public Works, Shane Mark, Assistant Director of Public Works, and Mike Retzky, Superintendent Water and Sewers provided an update on the four design options being studied for the Needham DPW Feasibility Study.

A PowerPoint presentation titled "DPW Complex Feasibility Study" dated September 12, 2023 was viewed.

Mike Richard reviewed the agenda. He said tasks completed to date include space considerations, building assessments, potential scenarios, site selection, and test pits. He commented on recent flooding at 470 Dedham Avenue. Mr. Richard presented the four options under consideration.

Discussion ensued on Option 1-4, the key benefits and challenges for each option, phasing, and associated costs.

Ms. Frail asked for an estimated timeline and how the project fits within the capital plan and other anticipated spending. She asked about the building specifications in relation to fossil fuel and climate change.

Mr. Nelson asked why it is a challenge to introduce a new site as part of the DPW operations. Mr. Richard said there can be some pushback from the community and that changes may have to occur (sidewalk changes, road improvements etc.). Mr. Nelson commented on square footage of the project and housing the current fleet of vehicles.

Ms. Dowd commented on the cost of each option and asked why the Town would want to pay more for any of the options. Ms. Lustig referred to a study completed several years ago that considered a "consolidated option," which has not found funding in the capital plan. She said the idea of breaking the project into small components (Option 2, 3, or 4) could assist with obtaining funding.

Mr. Keane commented on the fields at the Hillside School. He asked about fleet maintenance at the Cogswell Building, noting the RTS is the biggest customer, suggesting the proximity makes sense.

Ms. Cooley said Option 4 is very interesting and is an excellent option to consider. She commented on the cost of the project.

The Board thanked the presenters for the information.

7:24 p.m. Needham Newton Community Way Feasibility Study - Update:
Shane Mark, Assistant Director of Public Works, Carol Radisch, Senior Transportation Planner GPI, and John Diaz, Vice President/Director of Innovation GPI, presented an update on the Needham Newton Community Way Feasibility Study

Ms. Radisch presented a PowerPoint presentation titled “Needham-Newton Community Way” dated September 12, 2023, and read names of members of the Community Way Working Group. She commented on the Scope and Area Overview of the project, which begins at Webster Street, heading east over Route 128 for 0.9 mile to connect up with the Upper Falls Greenway in Newton. Ms. Radisch told the Board of the survey responses from both communities, noting most respondents said they would use the trail for recreation, rather than for commuting to work or school. Ms. Radisch said the preference for Bike/Ped Only, rather than Bike/Ped/Shuttle Bus. Discussion ensued on design considerations for the bridge crossing Route 128 and the Charles River Bridge, preliminary construction cost estimates, and next steps should the project move forward.

The Board discussed connectivity with the Bay Colony Rail Trail, as well as the green line commuter rail in Newton Highlands, and the role of the MBTA.

The Board thanked the presenters for the update.

8:00 p.m. Opt-In Specialized Energy Code:
Katie King, Deputy Town Manager, Ian Finlayson, Acting Director, Energy Efficiency Division, Massachusetts Department of Energy Resources, Stephen Frail, Chair, Climate Action Plan Committee, Joe Prondak, Building Commissioner, and Hank Haff, Director, Building Design & Construction spoke with the Board about the Opt-In Specialized Energy Code.

Ms. King reminded the Board that the state of Massachusetts has three sets of standards for building energy performance: (1) a required base energy code, (2) an optional, more energy efficient stretch energy code, and (3) a new opt-in specialized energy code that was created to ensure new construction meets greenhouse gas limits set by the State for 2025 – 2050. It was noted that Needham adopted the stretch energy code in 2019, effective January 1, 2020.

Ms. King said the Select Board has placed an article on the October Town Meeting warrant to adopt the opt-in specialized energy code, to be effective July 1, 2024. She said future public engagement opportunities include an information session hosted by the Building Commissioner on September 27 at 4 pm (Public Services Administration Building, 500 Dedham Avenue & Zoom) and a public hearing on this article is planned for the Select Board's meeting on October 10th.

Mr. Finlayson presented a PowerPoint overview of what the opt-in specialized energy code is and how the code aligns with the Town's climate action plan. He commented on the History of HERS ratings in MA energy code and the Stretch Code (July 2024) and the Specialized Code (January 2024) for new Residential Low Rise & Multi-family homes, municipal and commercial buildings, and the use of solar energy.

Mr. Frail spoke about why Needham's Climate Action Committee has recommended adoption of the Opt-In Specialized Energy Code. He asked the Select Board to co-sponsor an article for Fall Special Town Meeting 2023 to accept the Opt-in Specialized Energy Code. He said if approved by Town Meeting, the new code would go into effect July 1, 2024.

Discussion ensued on new and renovation construction using electric/solar, the costs of building, and incentives.

The Board thanked the presenters for the information.

9:05 p.m.

Town Manager:

Ms. Fitzpatrick spoke with the Select Board regarding 2 items:

1. Special Town Meeting Warrant Update

Ms. Fitzpatrick reviewed an updated version of the Special Town Meeting Warrant. She said the warrant is scheduled to be closed at the next Select Board meeting on September 26, 2023. She noted presentations at the next Select Board meeting will include the Board by Health and Human Services, Department of Public Works, and Park and Recreation. She commented on the non-criminal dispositions tier structure and items no longer deemed necessary or require updating, including littering, sale of cigarettes by machine, grazing of animals on Town property, coasting (sledding) in streets, use of sidewalks for motorized vehicles and bicycles, discharge of bows and arrows, and other items.

Ms. Cooley reiterated the warrant will be closed at the next Select Board meeting on September 26, 2023.

2. Town Manager Report

Ms. Fitzpatrick reported the housing project at 1180 Great Plain Avenue will include 4 affordable housing units. She said 483 applications were received for the 4 units, of which 157 met Needham's criteria.

9:15 p.m. Board Discussion:

1. Select Board Goal Setting FY 2024-2025

The Board discussed the FY 2024-2025 goals and initiatives. Ms. Fitzpatrick reminded the Board it is scheduled to adopt the goals and initiatives at its meeting on September 26, 2023.

Discussion ensued on the Rail Trail project from Dover to the Junction.

2. Committee Reports

Ms. Frail reported the Housing Needham Advisory Group (HONE) working group held its first meeting last Thursday which she said was very informative and well attended. She commented on MBTA communities/compliance and community engagement. She encouraged folks to look at the Hot Topics section of the town's website to learn more about the timeline and to join public meetings. She said the presentation by the consultants was fantastic.

Mr. Keane reported he held September office hours for residents and that discussions were very good. Ms. Cooley stated office hours will continue in September (Ms. Frail) and October (Ms. Dowd and Mr. Nelson). She said more information on exact dates can be found in the town's newsletter.

Ms. Cooley noted yesterday was the 22nd anniversary of September 11, 2001.

9:30 p.m. Adjourn:

Motion by Mr. Keane that the Select Board vote to adjourn the Select Board meeting of Tuesday, September 12, 2023.

Second: Mr. Nelson. Unanimously approved 5-0.

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

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

The next Select Board meeting is scheduled for Tuesday, September, 26, 2023 at 6:00 p.m.