

SECOND REVISED

SELECT BOARD AGENDA

Regular Meeting

6:00 p.m. January 23, 2024

Needham Town Hall

Select Board Chamber & 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

One-Tap Mobile: [+16469313860](tel:+16469313860)..83513916152

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

	6:00	Public Comment Period Residents are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board’s policy on public participation in meetings can be found here .
1.	6:00	Public Hearing: Outdoor Dining License – Ceed Corp, d/b/a Cook Needham • Edison Gutierrez, Owner • Deborah Paula, Manager of Record
2.	6:00	Public Hearing: Alteration of Premises for an All-Alcohol License in a Restaurant – Ceed Corp, d/b/a Cook Needham

		- Edison Gutierrez, Owner - Deborah Paula, Manager of Record
3.	6:10	DPW Update Carys Lustig, Director of Public Works
4.	6:20	Town Manager - Accept and Refer Zoning - Fire Ballot Question - RTS Services for Low Income Households and Residents Impacted by Locally Declared Emergencies - Amended Community Benefit Agreement – Sira Naturals Inc - American Rescue Plan Act Funding - Place the Position of the Town Clerk on the April 9, 2024 Town Election Ballot - FY2025 Budget Presentation - Town Manager Report
5.	7:45	Board Discussion - Select Board Goals Update - Committee Reports

APPOINTMENT CALENDAR

1.	Kevin Keane	Stormwater By-Law Working Group Term Exp: 10/31/2024
2.	Thomas Ryder	Stormwater By-Law Working Group Term Exp: 10/31/2024
3.	Deborah Anderson	Stormwater By-Law Working Group Term Exp: 10/31/2024
4.	Joseph Prondak	Stormwater By-Law Working Group Term Exp: 10/31/2024
5.	Maya Dabby	Human Rights Committee Term Exp: 6/30/2024
6.	Gregory Dunn	Human Rights Committee Term Exp: 6/30/2024
7.	Stacey Mulroy	Rail Trail Advisory Committee Term Exp: 6/30/2026
8.	Deborah Anderson	Rail Trail Advisory Committee Term Exp: 6/30/2026
9.	Marianne Cooley	Town By-Law and Charter Review Working Group Term Exp: 11/30/2024
10.	Catherine Dowd	Town By-Law and Charter Review Working Group Term Exp: 11/30/2024
11.	Theodora Eaton	Town By-Law and Charter Review Working Group Term Exp: 11/30/2024

12.	Adam Block	Town By-Law and Charter Review Working Group Term Exp: 11/30/2024
13.	Louise Miller	Town By-Law and Charter Review Working Group Term Exp: 11/30/2024
14.	Connie Barr	Town By-Law and Charter Review Working Group Term Exp: 11/30/2024

CONSENT AGENDA *Supporting Documents Attached

1.*	Approve a request from the Exchange Club of Needham to sponsor 4th of July fireworks and festivities on Wednesday July 3, 2024, and a road race, flag raising, and parade on Thursday, July 4, 2024. Coordination of all activities will be made with appropriate Town Departments.
2.	Authorize the placement of "Go Fourth" lawn signs at the Town Hall and Public Services Administration Building from June 20, 2024 through July 4, 2024.
3.	Accept the following donation to Needham's Aging Services Division: \$100 from Constance Borab
4.	Accept the following donations to the Needham Fire Department: \$50 from David McMorran \$75 from Abdul and Hafeza Asmal
5.	Approve the following donations to the Needham Free Public Library: - From our own Nancy Teich, <i>In the Form of a Question: the Joys and Rewards of a Curious Life</i>, by Amy Schneider (signed by author; estimated value \$28); - Journeys from There to Here, gifted and signed by the author Susan J. Cohen (estimated value \$16); - From Ellen Knizeski, \$200 in honor of Bernie Ford; - From Paula Dunn, \$100 in honor of Anne M. Dunn; - From Fidelity Charitable Donations, \$1,000; and - From the Friends of the Needham Library, \$400 in honor of Sam Stern and Barbara Cusack.
6.	Approve a Common Victualler's License application for Just Salad 669 Highland Avenue LLC d/b/a Just Salad Store #83.
7.	Accept the following donation made to the Needham Community Revitalization Trust Fund: \$2,000 from Mr. C. Bruce Johnstone
8.	Designate the Needham Town Hall as the Early Voting location for the Presidential Primary Election and approve the Early Voting Hours as listed: Saturday, February 24, 9am-5pm, Monday, February 26, 9am-5pm, Tuesday, February 27, 9am-5pm, Wednesday, February 28, 9am-5pm, Thursday February 29, 9am-5pm, and Friday, March 1, 9am-1pm.
9.	Approve the assignment of Police Officers to polling places as recommended by the Police Chief.
10.	Sign the Warrant for the 2024 Presidential Primary Election to be held on Tuesday, March 5, 2024.



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

MEETING DATE: 1/23/2024

Agenda Item	Public Hearing: Outdoor Dining License – Ceed Corp, d/b/a Cook Needham
Presenter(s)	Edison Gutierrez, Owner Deborah Paula, Manager of Record

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Ceed Corp, d/b/a Cook Needham, located at 109 Chapel Street, is seeking to establish an outdoor dining space on three spaces in the municipal parking lot to the rear of the establishment. The applicant has used the requested area since 2020 in accordance with state emergency orders and local rules in the context of the COVID-19 pandemic. The requested arrangement of seating is different than that currently used in order to align with non-emergency regulations. The applicant is requesting seasonal use of the space, in-line with the Zoning By-Law and their Special Permit. The applicant has also applied to the Select Board for an Alteration of Premises to their liquor license.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: Move that the Board vote to approve an Outdoor Dining license for Ceed Corp d/b/a Cook Needham.	
3.	BACK UP INFORMATION ATTACHED
a. Planning Board Application b. Floor Plan c. Planning Board Decision d. Legal Notice e. Select Board Policy f. Zoning By-law	

RECEIVED TOWN CLERK
NEEDHAM, MA 02432

TOWN OF NEEDHAM 2023 MAR 24 AM 11:30
MASSACHUSETTS



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

PLANNING BOARD

APPLICATION FOR SITE PLAN REVIEW

Amendment

Project Determination: (circle one) Major Project Minor Project

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

Location of Property

Name of Applicant

Applicant's Address

Phone Number

(101-109)
109 Chapel St Needham MA 02492
Edison Gutierrez
109 Chapel St Needham MA 02492
8572505132

Applicant is: Owner _____

Agent/Attorney _____

Tenant ☒

Purchaser _____

Property Owner's Name

Property Owner's Address

Telephone Number

Duma Realty Trust
125 Pearl St PO Box 85051 Braintree MA 02185
6176530779

Characteristics of Property:

Lot Area _____

Present Use _____

Map # _____

Parcel # _____

Zoning District _____

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

Modify existing outdoor dining permit to 52 seats.
With few decorations and new furniture.

Signature of Applicant (or representative)

Address if not applicant

Telephone #

Owner's permission if other than applicant

15 N Hill Rd Braintree MA 02151

8572505132

Edison Gutierrez Trustee

SUMMARY OF PLANNING BOARD ACTION

Received by Planning Board

Date

3/23/23

Hearing Date

Parties of Interest Notified of Public Hearing

Decision Required by

Decision/Notices of Decision sent

Granted

Denied

Withdrawn

Fee Paid

Fee Waived

NOTE: Reports on Minor Projects must be issued within 35 days of filing date.

Edison Gutierrez
15 Nell Rd
Revere MA 02151

March 15th 2023

Lee Newman
Director of Planning
Town of Needham
1471 Highland Ave
Needham, MA 02492

Dear Mrs. Newman,

I am writing to request an amendment of the site plan special permit 91-1 which was transferred to Ceed Corp DBA Cook Restaurant on December 5th, 2022, that currently has an approved seating capacity of 126 seats inside at tables, with an additional 6 seats in the waiting area, for a total of 132 approved indoors. The parking requirement for a 132-seat restaurant with one take-out station is 54 parking spaces (1 parking space per 3 seats = 44, plus 10 parking spaces per takeout station). The Petitioner secured a waiver to reduce the number of required on-site parking spaces for the 132-seat restaurant use from 54 spaces to 0 spaces under the Original Major Project Site Plan Special Permit Decision No. 91-1, dated June 11, 1991, amended March 11, 1997.

We are proposing 52 seats outside which exceeds the 30% of the indoor number which is why we are requesting the amendment and the associated parking waiver as further outlined below.

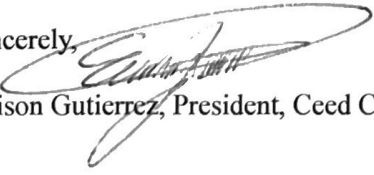
Section 6.9 of the Zoning By-Law permits up to 30% of the approved indoor seating to be utilized outdoors without authorization from the Special Permit Granting Authority and the provision of additional parking. 30% of 132 seats is 44 seats. As we are requesting 52 outdoor seats, the request is more than 30% of the approved indoor seats and we are therefore requesting approval for such, as allowed by Section 6.9, as well as an additional parking waiver under Section 5.1.1.6. Forty-four (44) seats are permitted through Section 6.9; therefore, we are applying for a parking waiver with respect to the remaining 8 seats, which is a waiver of 3 additional parking spaces.

Our proposed seasonal seating would run between the months April-November. Our hours of operation are not proposed to change. Our maximum total number of employees on site at any given time is 14.

After the approval of the amendment and parking waiver from the Planning Board, we will proceed to ask the Select Board for the permission to have the outdoor dining seats on public property.

If you have any questions, comments, or concerns please let me know at your earliest convenience.

Sincerely,


Edison Gutierrez, President, Ceed Corp

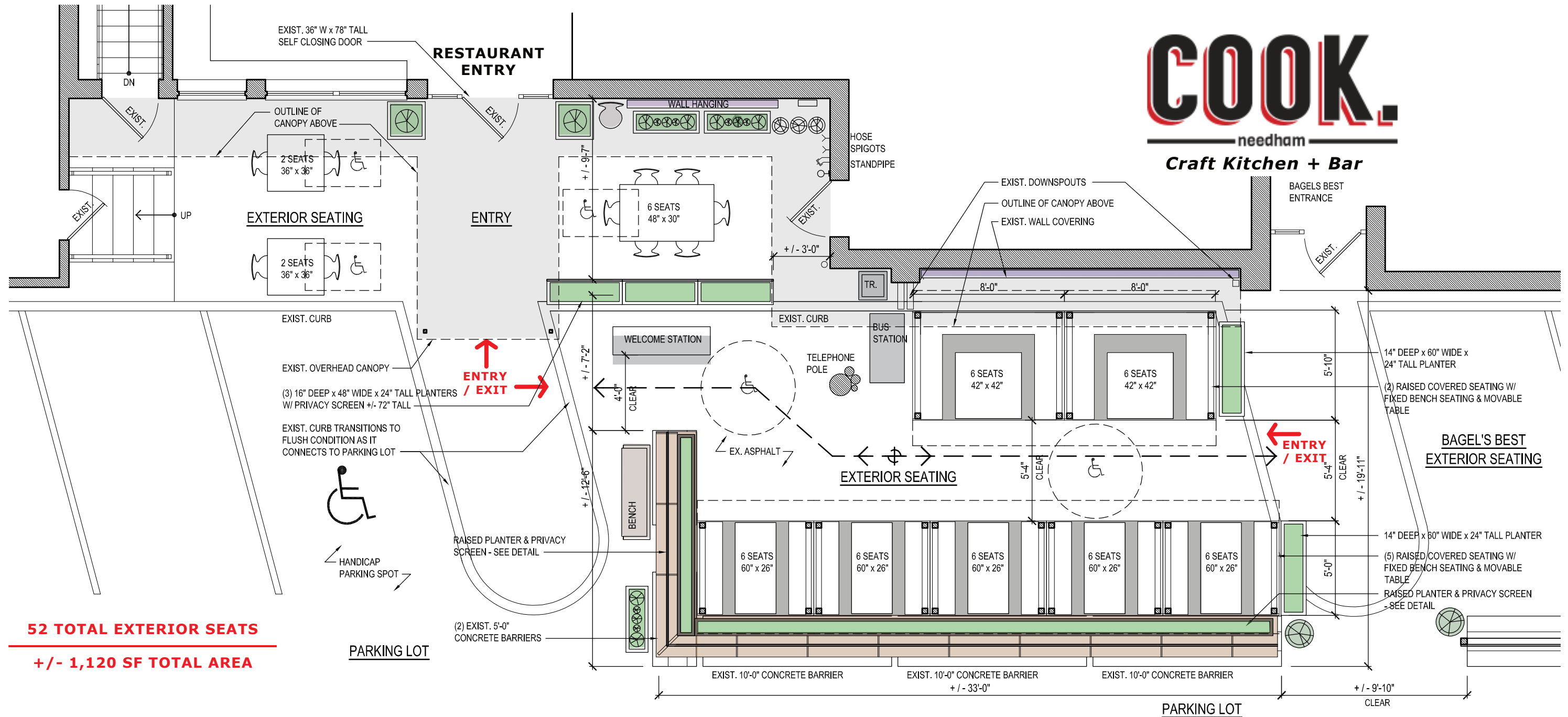
EXTERIOR SEATING

COOK. Craft Kitchen + Bar

NEEDHAM MA
21 FEBRUARY 2023

Prepared for:
COOK. Craft Kitchen + Bar
109 Chapel Street
Needham, MA 02492

Architect:
Scott Melching AIA, LEED GRP
116 Arch Street
Needham MA 02492
www.scottmelchingarchitect.com



INTERNATIONAL BUILDING CODE

TOTAL SEAT COUNT

EXTERIOR SEATS = 52 SEATS
INTERIOR SEATS = 96 SEATS

TOTAL = 148 SEATS

ACCESSIBLE SEATING

PER IBC 1108.2.9.1 DINING SURFACES
5% OF SEATING IS REQUIRED TO BE ACCESSIBLE

52 EXT. SEATS * 5% = 2.6 ACCESSIBLE SEATS REQ'D

3 ACCESSIBLE SEATS ARE PROVIDED.

3 > 2.6 COMPLIANT

PLUMBING FIXTURE REQUIREMENT - CMR 248

PER 10.10 TABLE 1 :
MINIMUM FACILITIES FOR BUILDING OCCUPANCY

A-3 RESTAURANTS

- WATER CLOSETS - 1 PER 30 (WOMEN)
- 1 PER 60 (MEN)
- 50% (MEN)
- URINALS
- LAVATORY - 1 PER 200

CURRENT LAVATORY COUNT AT COOK:

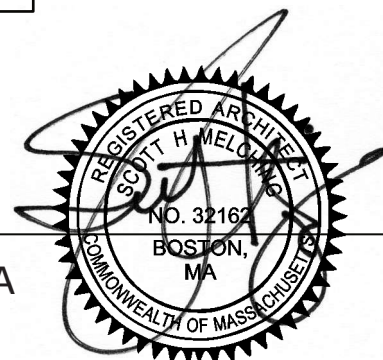
- 1 UNISEX RESTROOM WITH ONE WATER CLOSET & ONE SINK (ACCESSIBLE)
- 1 MEN'S ROOM WITH ONE WATER CLOSET, ONE URINAL, AND ONE SINK
- 1 WOMEN'S ROOM WITH ONE WATER CLOSET, AND ONE SINK. (ACCESSIBLE)

TOTAL OF 4 WATER CLOSETS & 3 LAVATORIES.

4 = 4 REQUIRED WATER CLOSETS

**150 OCCUPANTS MAXIMUM
W/ 3 WATER CLOSETS + URINAL**

3 > 1 REQUIRED LAVATORIES

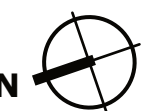


2 | EXTERIOR SEATING PLAN

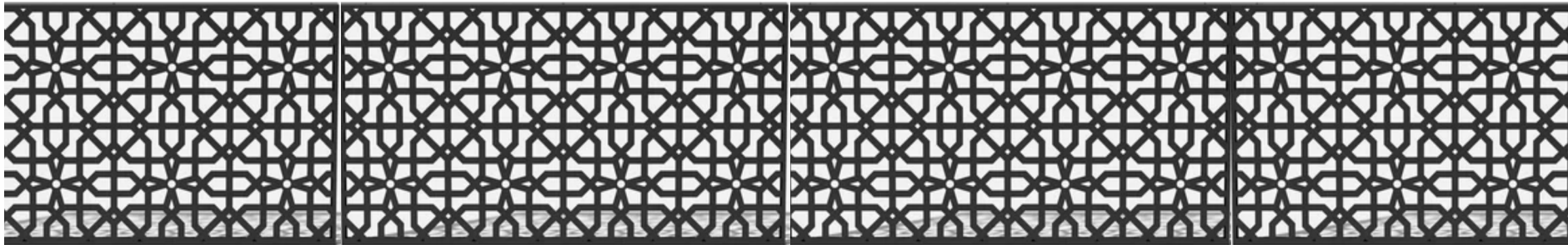
COOK. CRAFT KITCHEN + BAR | NEEDHAM MA

SCOTT MELCHING ARCHITECT
AIA . LEED . GRP

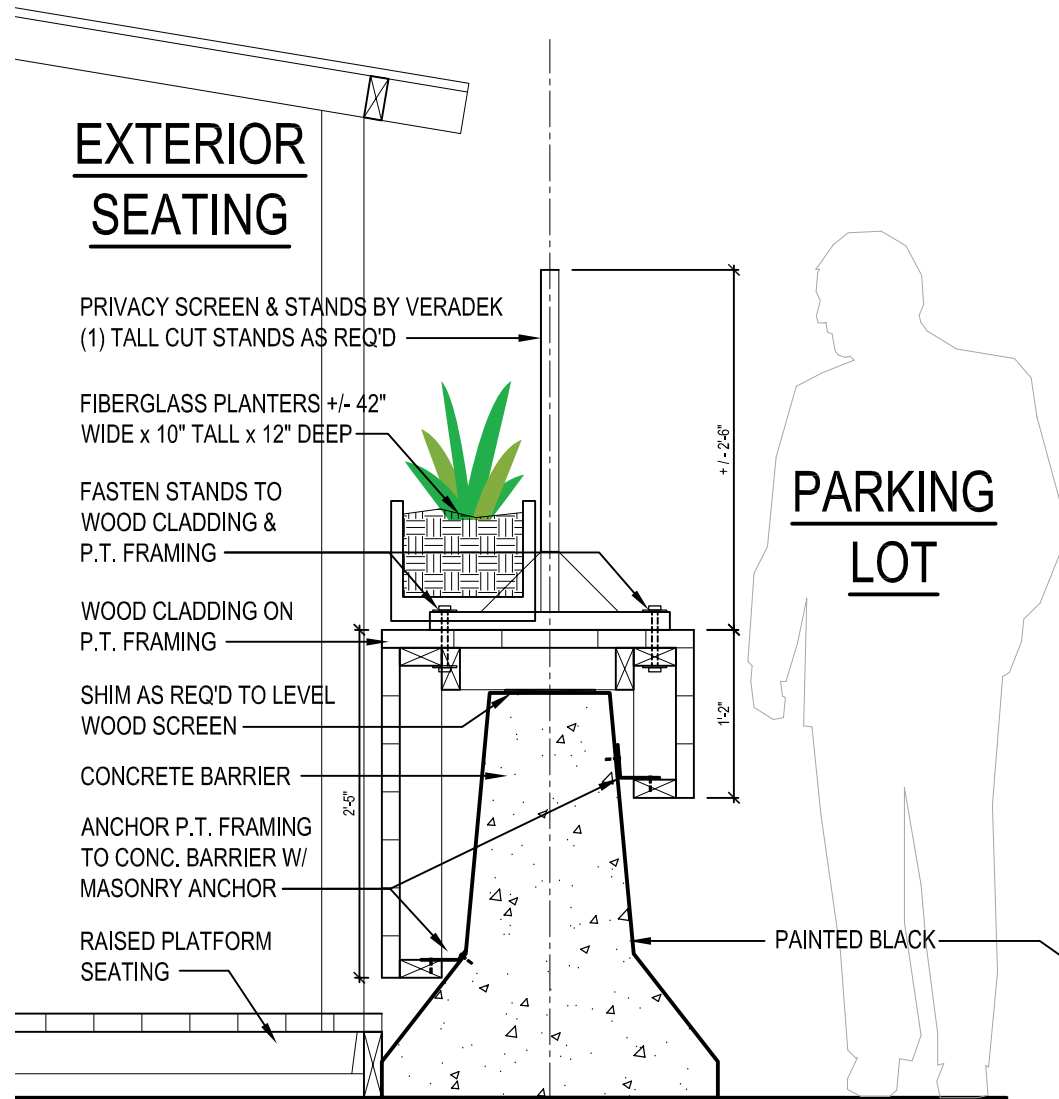
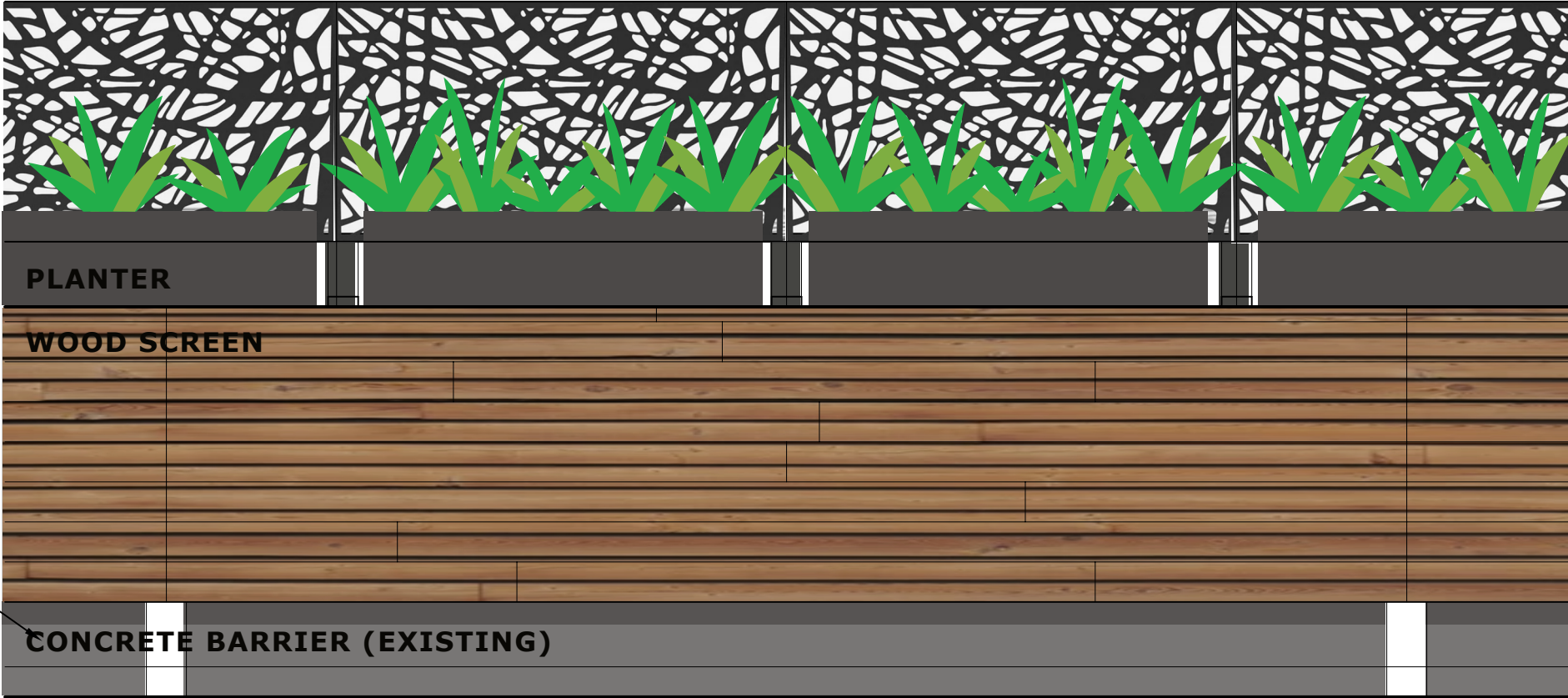
SCALE : 3/16" = 1'-0"
21 FEBRUARY 2023



VERADECK SCREEN - PARILLA

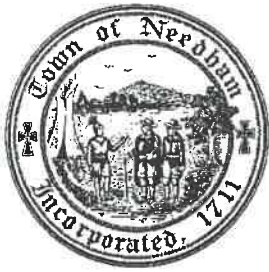


VERADECK SCREEN - WEB



SECTION DETAIL

INTERIOR ELEVATION



RECEIVED TOWN CLERK
NEEDHAM, MA 02492

2023 MAY 18 PM 3:11

PLANNING DIVISION
Planning & Community Development

AMENDMENT TO DECISION
May 16, 2023

MAJOR PROJECT SITE PLAN SPECIAL PERMIT
Ceed Corp, d/b/a Cook Restaurant 101-105 Chapel Street, Needham, MA 02492
Application No. 91-01

(Original Decision dated June 11, 1991, transferred on March 11, 1997, amended on December 13, 2005, transferred on June 13, 2017 and December 19, 2022)

DECISION of the Planning Board (hereinafter referred to as the Board) on the petition of Ceed Corp, Edison Gutierrez, President, d/b/a Cook Restaurant, 15 Nell Road, Revere, MA, 02151, (hereinafter referred to as the Petitioner) for property located at 101-109 Chapel Street (previously 101-105 Chapel Street), Needham, Massachusetts, 02492. Said property is shown on Needham Town Assessors Plan, No. 51, Parcel 9 containing 7,761 square feet in the Center Business District.

This decision is in response to an application submitted to the Board on March 24, 2023, by the Petitioner to amend the decision by the Board dated June 11, 1991, transferred on March 11, 1997, amended on December 13, 2005, transferred on June 13, 2017 and December 19, 2022. The Petitioner seeks: (1) a Major Project Site Plan Review Special Permit Amendment under Section 7.4 of the Needham Zoning By-Law (hereinafter the By-Law); (2) a Special Permit Amendment to Major Project Site Plan Review Special Permit No. 91-01, Section 4.2; and (3) a Special Permit Amendment under Section 5.1.1.6, to waive strict adherence with the requirements of Sections 5.1.2 and 5.1.3 of the By-Law (required parking and parking plan and design requirements, respectively).

The requested Major Project Site Plan Review Special Permit Amendment would, if granted, amend the Decision to permit a further parking waiver to permit the outdoor dining seats as further described in this decision, to allow the Petitioner to then proceed to the Select Board for permission to add 52 outdoor seats in the public parking lot between the months of April through November.

The outdoor dining is subject to approval by the Select Board, as the proposal is on public property.

After causing notice of the time and place of the public hearing and of the subject matter thereof to be published, posted, and mailed to the Petitioner, abutters, and other parties in interest as required by law, the hearing was called to order by the Chairperson, Adam Block on Tuesday, April 25, 2023 at 7:30 p.m. in the Charles River Room, Needham Public Services Administration Building, 500 Dedham Avenue, Needham, MA, as well as by Zoom Web ID Number 880 4672 5264. Board members Adam Block, Jeanne S. McKnight, Paul S. Alpert, Natasha Espada and Artie Crocker were present throughout the April 25, 2023 proceedings. The record of the proceedings and the submission upon which this Decision is based may be referred to in the office of the Town Clerk or the office of the Board.

EVIDENCE

Submitted for the Board's review were the following exhibits:

- Exhibit 1 - Application for Amendment to Major Project Site Plan Review Special Permit No. 91-1 and application under Section 6.9 of the By-Law, dated March 24, 2023.
- Exhibit 2 - Letter from Ceed Corp, Edison Gutierrez, President, dated March 15, 2023, revised letter dated April 24, 2023.
- Exhibit 3 - Plan entitled "Exterior Seating. COOK. Craft Kitchen and Bar," prepared by Scott Melching Architect, consisting of 3 sheets: Sheet 1, Cover Sheet, dated February 21, 2023; Sheet 2, entitled "Exterior Seating Plan," dated February 21, 2023; Sheet 3, entitled "Exterior Seating – Screen Detail at Jersey Barrier," dated February 21, 2023.
- Exhibit 4 - Plan prepared by Scott Melching Architect, entitled "COOK. Craft Kitchen and Bar, Interior Seating Plan," dated April 12, 2023.
- Exhibit 5 - Design Review Board approval, dated April 10, 2023.
- Exhibit 6 - Email from Timothy Bulger, 265 Harris Avenue, dated April 24, 2023.
- Exhibit 7 - Inter-Departmental Communication (IDC) to the Board from Tara Gurge, Health Division, dated April 19, 2023, revised April 25, 2023; IDC to the Board from Tom Ryder, Town Engineer, dated April 18, 2023; IDC to the Board from Chief Dennis Condon, Fire Department, dated April 24, 2023; IDC to the Board from Chief John Schlittler, Police Department, dated April 5, 2023; and IDC from Dave Roche, Building Commissioner, dated April 25, 2023.

Exhibits 1, 2, 3 and 4 are referred to hereinafter as the Plan.

FINDINGS AND CONCLUSIONS

The findings and conclusions made in Major Project Site Plan Special Permit No. 91-1, dated June 11, 1991, transferred on March 11, 1997, amended on December 13, 2005, transferred on June 13, 2017 and December 19, 2022, are ratified and confirmed except as follows:

- 1.1 The Petitioner is requesting that Major Project Site Plan Special Permit No. 91-1, dated June 11, 1991, transferred on March 11, 1997, amended on December 13, 2005, transferred on June 13, 2017 and December 19, 2022, be amended permit a further parking waiver to permit the outdoor dining seats as further described in this decision, to allow the Petitioner to then proceed to the Select Board for permission to add 52 outdoor seats in the public parking lot between the months of April through November.
- 1.2 The Amendment to Decision of Major Project Site Plan Special Permit Decision No. 91-1, was most recently transferred to Ceed Corp, Edison Gutierrez, President, d/b/a Cook Restaurant by transfer decision dated December 19, 2022. Currently, Cook Restaurant is permitted as a full-service restaurant serving meals for consumption on the premises and at tables with service provided by waitress or waiter restaurant and with one take-out station and 126 seats inside at tables, with an additional 6 seats in the waiting area, for a total of 132 approved indoors seats. The restaurant may be open for business from 10:00 a.m. to Midnight on Saturday and Sunday, and 11:00 a.m. to Midnight Monday through Friday.
- 1.3 Under the By-Law, the parking requirement for a 132-seat restaurant with one take-out station is 54

parking spaces (1 parking space per 3 seats plus 10 parking spaces per take-out station). The Petitioner secured a waiver to reduce the number of required on-site parking spaces for the 132-seat restaurant use from 54 spaces to 0 spaces under the Original Major Project Site Plan Special Permit Decision No. 91-1, dated June 11, 1991, amended March 11, 1997.

- 1.4 The Petitioner now seeks to reduce the indoor seating at the restaurant from 132 seats to 96 seats and to add at this location 52 seats to a new outdoor dining space. The Petitioner also requests to thus revise the parking waiver to reflect the current circumstance.
- 1.5 The Petitioner has further requested a Special Permit pursuant to Section 5.1.1.6 of the By-Law to waive strict adherence with the requirements of Section 5.1.2 (number of parking spaces) as relates the required parking for the year-round seating plan of ninety-six (96) indoor dining seats and fifty-two (52) outdoor dining seats. Under the By-Law, the parking requirement for a 96-seat indoor restaurant with one take-out station is 42 (1 parking space per 3 seats, plus 10 parking spaces for one take-out station). Section 6.9 of the Zoning By-Law permits up to 30% of the approved indoor seating to be utilized outdoors without authorization from the Special Permit Granting Authority and the provision of additional parking. 30% of 96 seats is 32 seats. As the Petitioner is requesting 52 outdoor seats, the Petitioner is requesting more than 30% of the approved indoor seats and is therefore requesting approval for such, as allowed by Section 6.9, as well as an additional parking waiver under Section 5.1.1.6. Thirty-two (32) outdoor seats are permitted through Section 6.9; therefore, the Petitioner is requesting a parking waiver with respect to the remaining 20 outdoor seats, which is a waiver of 7 additional parking spaces (1 parking space per 3 seats = 6.66, rounded up to 7). Accordingly, a waiver of 7 additional parking spaces has been requested while the outdoor dining is being utilized (which is proposed to be year-round). No parking is provided on-site. As the indoor parking space waiver is 42 spaces and the outdoor dining parking space waiver is for 7 spaces, the total parking waiver requested is 49 parking spaces for the current circumstance.
- 1.6 The Petitioner has requested to revise the Decision transferred on December 19, 2022, which previously stated: “The restaurant shall contain the floor plan and dimensions and shall be located on that portion of the locus as shown on the plan sheet A1, prepared by kas I kripper architecture Studio, inc. 36 Bromfield, Suite 501, Boston, Massachusetts, dated May 23, 2017, and in accordance with applicable dimensional requirements of the By Law. Minor movement of fixed equipment, interior partitions, counters or seating is of no concern to the Board. Any changes, revisions or modifications other than changes deemed “minor movement” to the plan shall require approval by the Board”, to now say “The restaurant shall contain the floor plan and dimensions and shall be located on that portion of the locus as shown on the Plan prepared by Scott Melching Architect, entitled “COOK. Craft Kitchen and Bar, Interior Seating Plan,” dated April 12, 2023, and in accordance with applicable dimensional requirements of the By Law. Minor movement of fixed equipment, interior partitions, counters or seating is of no concern to the Board. Any changes, revisions or modifications other than changes deemed “minor movement” to the plan shall require approval by the Board.”
- 1.7 The Petitioner has requested to revise the Decision amended on March 11, 1997, which previously stated: “2.2 The Petitioner shall, at all times, the premises are open for business, offer table service, with waiters or waitresses attending tables and counter seats provided on the premises. The restaurant shall contain a maximum of 132 seats of which no more than 126 seats shall be allocated for table and counter dining, and no more than 6 seats shall be in the waiting area. No food service shall be provided in the waiting area”, to now say “2.2 The Petitioner shall, at all times, the premises are open for business, offer table service, with waiters or waitresses attending tables and counter seats provided on the premises. The restaurant shall contain a maximum of 96 interior seats. No food service shall be provided in the waiting area.”
- 1.8 The Petitioner appeared before the Design Review Board on April 10, 2023 and obtained approval for the project.

- 1.9 Under Section 7.4 of the By-Law, a Major Project Site Plan Special Permit may be granted within the Center Business District provided the Board finds that the proposed development will be in compliance with the goals and objectives of the Master Plan, the Town of Needham Design Guidelines for the Business Districts, and the provisions of the By-Law. On the basis of the above findings and conclusions, the Board finds the proposed Plan, as conditioned and limited herein, for the site plan review, to be in harmony with the purposes and intent of the By-Law and Town Master plans, to comply with all applicable By-Law requirements, to have minimized adverse impact, and to have promoted a development which is harmonious with the surrounding area.
- 1.10 Under Section 5.1.1.6 of the By-Law, a Special Permit to waive strict adherence with the requirements of Section 5.1.2 (Required Parking) and Section 5.1.3 of the By-Law (Off-Street Parking Requirements) may be granted provided the Board finds that owing to special circumstances, the particular use, structure or lot does not warrant the application of certain design requirements, but that a reduction in the number of spaces and certain design requirements is warranted. On the basis of the above findings and conclusions, the Board finds that there are special circumstances for a reduction in the number of required parking spaces and design requirements, as conditioned and limited herein, which will also be consistent with the intent of the By-Law and which will not increase the detriment to the Town's and neighborhood's inherent use.

DECISION

THEREFORE, the Board voted 5-0 to GRANT: (1) an amendment to a Major Site Plan Review Special Permit No. 91-1, dated June 11, 1991, transferred on March 11, 1997, amended on December 13, 2005, transferred on June 13, 2017 and December 19, 2022, under Section 7.4 of the Needham Zoning By-Law and Special Permit 91-1, Section 4.2; and (2) a Special Permit under Section 5.1.1.6 of the By-Law to waive strict adherence with the requirements of Section 5.1.2 (Required Parking), subject to and with the benefit of the following Plan modifications, conditions and limitations.

PLAN MODIFICATIONS

Prior to the issuance of a building permit or the start of any construction on the site, the Petitioner shall cause the Plan to be revised to show the following additional, corrected, or modified information. The Building Commissioner shall not issue any building permit, nor shall he permit any construction activity on the site to begin on the site until and unless he finds that the Plan is revised to include the following additional corrected or modified information. Except where otherwise provided, all such information shall be subject to the approval of the Building Commissioner. Where approvals are required from persons other than the Building Commissioner, the Petitioner shall be responsible for providing a written copy of such approvals to the Building Commissioner before the Commissioner shall issue any building permit or permit for any construction on the site. The Petitioner shall submit nine copies of the final Plans as approved for construction by the Building Commissioner to the Board prior to the issuance of a Building Permit.

- 2.0 The Plan shall be modified to include the requirements and recommendations of the Board for approval and endorsement. All requirements and recommendations of the Board, set forth below, shall be met by the Petitioner.
- a) No Plan Modifications Required.

CONDITIONS AND LIMITATIONS

The conditions and limitations contained in Major Project Site Plan Special Permit No. 91-1, dated June 11, 1991, transferred on March 11, 1997, amended on December 13, 2005, transferred on June 13, 2017 and December 19, 2022, are ratified, and confirmed except as modified herein.

- 3.1 A parking waiver to accommodate the 96 interior seats and the proposed 52 outdoor seats is hereby approved, as previously described. The Select Board must approve the outdoor dining on public property.
- 3.2 The Decision transferred on December 19, 2022, is revised to say

“The restaurant shall contain the floor plan and dimensions and shall be located on that portion of the locus as shown on the Plan prepared by Scott Melching Architect, entitled “COOK. Craft Kitchen and Bar, Interior Seating Plan,” dated April 12, 2023., and in accordance with applicable dimensional requirements of the By Law. Minor movement of fixed equipment, interior partitions, counters or seating is of no concern to the Board. Any changes, revisions or modifications other than changes deemed “minor movement” to the plan shall require approval by the Board.”
- 3.3 The Decision dated March 11, 1997 is revised to say

“2.2 The Petitioner shall, at all times, the premises are open for business, offer table service, with waiters or waitresses attending tables and counter seats provided on the premises. The restaurant shall contain a maximum of 96 interior seats. No food service shall be provided in the waiting area.”
- 3.4 In addition to the provisions of this approval, the Petitioner must comply with all requirements of all state, federal, and local boards, commissions, or other agencies, including, but not limited to, the Select Board, Building Commissioner, Fire Department, Department of Public Works, Conservation Commission, Police Department, and Board of Health.
- 3.5 No other changes were requested nor are permitted through this amendment.
- 3.6 This Site Plan Special Permit Amendment shall lapse on May 16, 2025, if substantial use thereof has not sooner commenced, except for good cause. Any requests for an extension of the time limits set forth herein must be in writing to the Board at least 30 days prior to May 16, 2025. The Board herein reserves its rights and powers to grant or deny such extension without a public hearing. The Board, however, shall not grant an extension as herein provided unless it finds that the use of the property in question or the construction of the site has not begun, except for good cause.

This approval shall be recorded in the Norfolk District Registry of Deeds. This Special Permit shall not take effect until a copy of this Decision bearing the certification of the Town Clerk that twenty (20) days have elapsed after the Decision has been filed in the Town Clerk's office or that if such appeal has been filed, that it has been dismissed or denied is recorded with Norfolk District Registry of Deeds and until the Petitioner has delivered a certified copy of the recorded document to the Board.

The provisions of this Special Permit shall be binding upon every owner or owner of the lots and the executors, administrators, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with the land, as shown on the Plan, as modified by this Decision, in full force and effect for the benefit of and enforceable by the Town of Needham.

Any person aggrieved by this Decision may appeal pursuant to General Laws, Chapter 40A, Section 17, within twenty (20) days after filing of this Decision with the Needham Town Clerk.

Witness our hands this 16th day of May, 2023.

NEEDHAM PLANNING BOARD

Adam Block
Adam Block, Chairman

Jeanne S. McKnight
Jeanne S. McKnight, Vice Chair

Paul S. Alpert
Paul S. Alpert

Artie Crocker
Artie Crocker

Natasha Espada
Natasha Espada

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

May 23, 2023

On this 16 day of May, 2023, before me, the undersigned notary public, personally appeared Adam Block, one of the members of the Planning Board of the Town of Needham, Massachusetts, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the proceeding or attached document, and acknowledged the foregoing to be the free act and deed of said Board before me.

Alexandra Clee
Notary Public name: Alexandra Clee
My Commission Expires: March 9, 2029

TO WHOM IT MAY CONCERN: This is to certify that the 20-day appeal period on the approval of the Project proposed by Ceed Corp, Edison Gutierrez, President, d/b/a Cook Restaurant, 15 Nell Road, Revere, MA, 02151, for Property located at 101-109 Chapel Street (previously 101-105 Chapel Street), has passed,

 and there have been no appeals filed in the Office of the Town Clerk or
 there has been an appeal filed.

Date

Theodora K. Eaton, Town Clerk

Copy sent to:

Petitioner-Certified Mail #
Town Clerk
Building Commissioner
Conservation Commission
Parties in Interest

Board of Selectmen
Engineering
Fire Department
Police Department
Ceed Corp, Edison Gutierrez, President, d/b/a Cook Restaurant
Board of Health
Director, PWD
Design Review Board

Needham hosts MLK Celebration

Dr. Martin Luther King, Jr. Celebration & Observance
on Monday, January 15, 2024
10:00am - 11:30am
at the Needham High School Auditorium (enter from Academy Drive)

Let's build bridges, not walls.
Martin Luther King, Jr.

Speaker - Dr. Gilda R. President of Olin College from Eliot School Plugged In Band Programs from MLK's "I Am" spoken by Valineil (Chairperson of Needham Parents Council: Dennis Slaughter & and more at this free, family event!

For more information go to needhamdiversity.org

Sponsored by Needham Initiative, Needham Parents Committee, Needham Clergy Association, and Needham Public Schools and its METCO Program.



NOW OPEN FRI-SUN!!!

ThankQue

honestly elevated barbeque

Serving authentic American style BBQ for take-out and delivery.

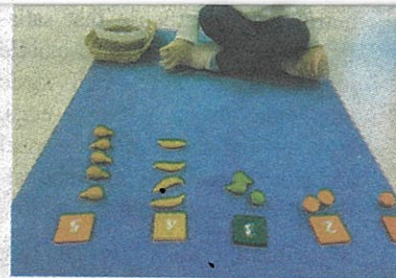
Throwing a party at home or hosting a business lunch?

Give us a call to discuss our Catering Service!

www.thankquecatering.com

127 West St, Walpole, MA • 781-856-0297

20% OFF
First On-line Order!!



- Accepting Applications
- Ages 2.9-6
- Open M-F 7:30-5:00
- email: wwwmont@verizon.net

738 High Street, Westwood • 781-329-5557

LEGAL NOTICE



Town of Needham SELECT BOARD Application for an Outdoor Dining License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Ceed Corp d/b/a Cook Restaurant, Deborah Paula, Manager of Record, has applied for an Outdoor Dining License, pursuant to Section 6.9 of the Needham Zoning By-Laws at 109 Chapel Street, Needham.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 23rd day of January 2024 at 6:00 PM. The Select Board invites all residents and interested parties to provide input at this meeting that will be held in person, Select Board Chambers, Town Hall and via Zoom.

Use this link below to join the webinar: <https://us02web.zoom.us/j/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

2x4 Town of Needham - cook outdoor seating 1-11-24

1-11-24 HTW

BOSTON TREE COMPANY

VCY
IMAGE

www.bostontree.com

Mass Certified
Arborist

Call for a FREE Estimate

781-444-1223

- TREE REMOVAL • 140 FT. CRANE
- ENVIRONMENTAL CONSCIOUS
- QUALITY PRUNING

FULL INSURED

10% OFF WINTER DISCOUNT

When You Mention This Ad.

Town of Needham Select Board

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

Section 1. Purpose

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

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

Section 2. Policy

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

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

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

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

Section 3. Procedures

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

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

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

Section 4. Fees

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

Section 5. Exceptions

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

Appendix A. Outdoor Dining Requirements

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

Public Safety & Accessibility

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

Public Health

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

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

Furniture, Fixtures, Lighting & Heating

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

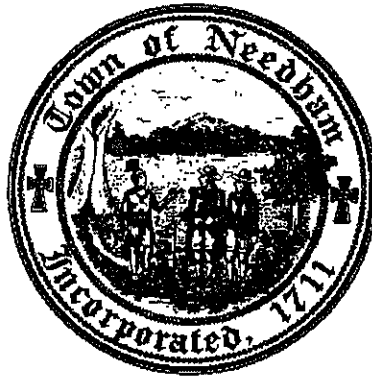
30. Portable fire extinguishers are required for each tent or membrane structure.
31. Open or exposed flame or other devices emitting flame, fire or heat or any other flammable or combustible liquids, gas, charcoal, or other cooking device or any other unapproved devices shall not be permitted inside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

Licensing Authority

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

TOWN OF NEEDHAM

Office of the Town Clerk

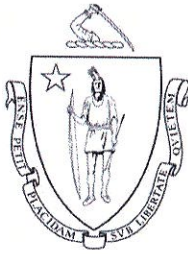


BY-LAWS

Approved By the Attorney General

**Special Town Meeting
October 25, 2021**

February 15, 2022



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

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

MAURA HEALEY
ATTORNEY GENERAL

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

February 15, 2022

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

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

Dear Ms. Eaton:

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

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

Very truly yours,

MAURA HEALEY
ATTORNEY GENERAL

Nicole B. Caprioli

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

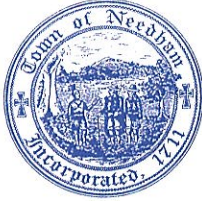
cc: Town Counsel Christopher H. Heep

Received
2022

TOWN CLERK
February 15, 2022

NEEDHAM
5:06 PM

2022 FEB 15 PM 5:06
RECEIVED
TOWN CLERK
NEEDHAM



Theodora K. Eaton, MMC
Town Clerk

TOWN OF NEEDHAM

Office of the Town Clerk

1471 Highland Avenue, Needham, MA 02492-0909

Telephone (781) 455-7500 x216

Fax (781) 449-1246

Email: Teaton@needhamma.gov

AT THE SPECIAL TOWN MEETING

HELD ON MONDAY, OCTOBER 25, 2021

UNDER ARTICLE 4

It was

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

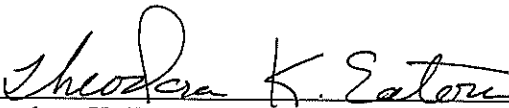
- o) Amend the second sentence of Section 3.2.6 Uses in the Mixed Use-128 District, Subsection 3.2.6.1 Permitted Uses, paragraph (m) by adding (i) the word “eat-in” before the word “restaurants”; (ii) deleting the words “serving meals for consumption on the premises and at tables with service provided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

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

UNANIMOUS CONSENT

A true copy

ATTEST:


Theodora K. Eaton, MMC, Town Clerk



Theodora K. Eaton, MMC
Town Clerk

TOWN OF NEEDHAM

Office of the Town Clerk

1471 Highland Avenue, Needham, MA 02492-0909

Telephone (781) 455-7500 x216

Fax (781) 449-1246

Email: Teaton@needhamma.gov

AT THE SPECIAL TOWN MEETING

HELD ON MONDAY, OCTOBER 25, 2021

UNDER ARTICLE 5

It was

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

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

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

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

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

UNANIMOUS CONSENT

A true copy

ATTEST:


Theodora K. Eaton, MMC, Town Clerk



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

MEETING DATE: 1/23/2024

Agenda Item	Public Hearing: Alteration of Premises for an All-Alcohol License in a Restaurant – Ceed Corp, d/b/a Cook Needham
Presenter(s)	Edison Gutierrez, Owner Deborah Paula, Manager of Record

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Ceed Corp, d/b/a Cook Needham, located at 109 Chapel Street, currently holds an All-Alcohol liquor license. The current licensed premises has a total of 1,515 square feet with 96 seats. The proposed amendment seeks to expand the premises to include a 1,120 square foot outdoor patio area with 52 additional seats. The applicant has used the requested area since 2020 in accordance with state emergency orders and local rules in the context of the COVID-19 pandemic. The requested arrangement of seating is different than that currently used in order to align with non-emergency regulations. The applicant has also applied to the Select Board for an Outdoor Dining License since the proposed area is located on parking spaces for which the Town has rights to a right to use for municipal parking.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: That the Board vote to approve the Amendment for Alteration of Premises application received from Ceed Corp, d/b/a Cook Needham and vote to forward the Amendment application to the ABCC for review and final approval.
3.	BACK UP INFORMATION ATTACHED
	a. Amendment Application and Corporate Vote b. Floorplans c. Legal Notice d. Abutter Listing

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 #: 9f107090-2173-4a82-9c9d-b10f67c3203e

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	07179-rs-0770	\$200.00
		\$200.00

Total Convenience Fee: **\$0.35**

Date Paid: **12/7/2023 2:30:48 PM EDT**

Total Amount Paid: **\$200.35**

Payment On Behalf Of

License Number or Business Name:

07179-rs-0770

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

Edison

Last Name:

gutierrez

Address:

109 Chapel St.

City:

Needham

State:

MA

Zip Code:

02492

Email Address:

ds@cook109.com



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

AMENDMENT-Change or Alteration of Premises Information

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)

07179-RS-0770

ENTITY/ LICENSEE NAME

CEED CORP

ADDRESS

109 CHAPEL ST

CITY/TOWN

NEEDHAM

STATE

MA

ZIP CODE

02492

For the following transactions (Check all that apply):

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

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

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



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

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

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

☒ **Alteration of Premises**

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
CEED CORP	NEEDHAM	07179-RS-0770

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

WE WOULD LIKE TO ADD MORE TABLES AND SEATS TO OUR OUTDOOR PATIO AREA, FOR A TOTAL OF 10 TABLES AND 52 SEATS. OUR INDOOR OCCUPANCY WILL REMAIN THE SAME.

APPLICATION CONTACT

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

Name	Title	Email	Phone
EDISON GUTIERREZ	OWNER	EG@COOK109.COM	781-400-5927

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

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

WE WOULD LIKE TO ADD MORE TABLES AND SEATS TO OUR OUTDOOR PATIO AREA, FOR A TOTAL OF 10 TABLES AND 52 SEATS. OUR INDOOR OCCUPANCY WILL REMAIN THE SAME.

2B. PROPOSED DESCRIPTION OF PREMISES

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

INDOOR SPACE HAS A TOTAL OF 1,515 SF WITH 96 SEATS AND 1 FLOOR AND OUTDOOR SPACE WITH A TOTAL 1,120 SQF AND 52 OUTDOOR SEATS.

Total Sq. Footage	2635	Seating Capacity	148	Occupancy Number	148
Number of Entrances	2	Number of Exits	2	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

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

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name

Roma Realty Trust

Landlord Phone

6176530779

Landlord Email

Landlord Address

125 Pearl st

Lease Beginning Date

12/1/2022

Rent per Month

12,371.63

Lease Ending Date

11/30/2027

Rent per Year

148,459.50

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

☐ Yes ☒ No

4. FINANCIAL DISCLOSURE

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

Associated Cost(s):

10,000.00 minor cosmetic upgrades. All other alterations already made during period of emergency legislation.

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
CEED CORP	10,000.00
Total:	10,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

APPLICANT'S STATEMENT

I, EDISON GUTIERREZ the: ☐ sole proprietor; ☒ partner; ☐ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of CEED CORP
Name of the Entity/Corporation

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

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

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

Signature:



Date: 12/6/2023

Title:

PARTNER

Officer

ADDITIONAL INFORMATION

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

WE HAVE BEEN APPROVED BY THE TOWN OF NEEDHAM FOR THE AMEDMENT OF OUR SPECIAL PERMIT AS WELL AS THE DESIGN REVIEW BOARD AND WE ARE CONTINUNG WITH THE PROCESS WITH ABCC TO BE ABLE INCREASE OUR OUTDOOR SEATS TO 52 AND SERVE OUTDOORS. OUR IDEA IS TO BUY MORE TABLES AND SEATS TO BE ABLE TO ACCOMODATE MORE COSTUMERS AS AFTER COVID THE MAJORITY OF PEOPLE INCLINE FOR OUTODOORS.

ENTITY VOTE

The Board of Directors or LLC Managers of

CEED CORP

Entity Name

duly voted to apply to the Licensing Authority of

NEEDHAM

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

12/4/2023

Date of Meeting

For the following transactions (Check all that apply):

☒ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"VOTED: To authorize

EDISON GUTIERREZ

Name of Person

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

A true copy attest,



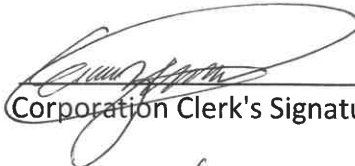
Corporate Officer / LLC Manager Signature

Cesar Gutierrez

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Edison Gutierrez

(Print Name)

COMMERCIAL LEASE

TENANT: CEED CORP.

LOCATION OF PREMISES: 105-109 CHAPEL STREET, NEEDHAM, MA AS
FURTHER DESCRIBED HEREIN.

<u>SECTION</u>	<u>PAGE</u>
1 PARTIES	4
2 PREMISES	4
3 TERM OF LEASE	4
3.1 INITIAL TERM	4
3.2 EXTENSION OPTION	4
4 RENT AND OTHER CHARGES	5
4.1 BASIC ANNUAL RENT	5
4.2 DUE DATE OF RENT	6
4.3 ADDITIONAL RENT/OPERATING EXPENSES AND REAL ESTATE TAXES	7
4.4 INCREASE IN INSURANCE PREMIUMS CAUSED BY TENANT	8
4.5 LATE PAYMENT OF RENT	9
4.6 SECURITY DEPOSIT	9
4.7 PLACE OF PAYMENT OF RENT	10
5 UTILITIES	10
6 PUBLIC LIABILITY INSURANCE	10
7 DEMISE OF PREMISES	11
8 PERMITTED USES/RESTRICTIONS ON USE	12
8.1 PERMITTED USE	12
8.2 RESTRICTIONS ON USE	12
9 PREPARATION OF PREMISES FOR OCCUPANCY/CONDITION OF PREMISES/DELIVERY OF PREMISES	13
9.1 CONDITION OF PREMISES	13
9.2 DELIVERY OF PREMISES	13
10 ALTERATIONS	14
11 MAINTENANCE AND REPAIRS	15
12 DAMAGE TO PREMISES/FIRE/CASUALTY/BUSINESS INTERRUPTION INSURANCE	15
12.1 DAMAGE TO PREMISES	15
12.2 BUSINESS INTERRUPTION INSURANCE	16
13 EMINENT DOMAIN	16

<u>SECTION</u>	<u>PAGE</u>
14 LANDLORD'S SERVICES	17
14.1 REPAIRS	17
14.2 ENERGY CONSERVATION	17
15 ACCESS	17
16 SUBLEASE AND ASSIGNMENT	18
17 SUBORDINATION	19
18 RIGHTS OF LANDLORD ON TENANT'S DEFAULT	19
18.1 EVENTS OF DEFAULT	19
18.2 REMEDIES	21
18.3 REMEDIES CUMULATIVE	21
18.4 LANDLORD'S RIGHT TO CURE DEFAULTS	21
18.5 EFFECT OF WAIVERS OF DEFAULT	22
18.6 NO ACCORD AND SATISFACTION	22
19 TENANT'S FURTHER COVENANTS	22
20 RECORDING	25
21 LANDLORD'S LIABILITY	25
22 FORCE MAJEURE	25
23 MECHANICS LIENS	26
24 DEFINITIONS	26
25 SEPARABILITY CLAUSE	26
26 NOTICE	26
27 COVENANT TO PAY RENT INDEPENDENT	26
28 BROKERAGE	27
29 HOLDING OVER	27
30 GOVERNING LAW	27
31 LANDLORD'S EXPENSES	27
32 ESTOPPEL CERTIFICATE	27
33 ATTORNMEN	28
34 SIGNS	28
35 RULES AND REGULATIONS	28
36 TIME OF THE STRICT ESSENCE	28
37 HAZARDOUS MATERIALS	29
38 EXPANSION OF BUILDING/CHANGE OF USE	29
38.1 EXPANSION OF BUILDING	29
38.2 CHANGE OF USE	29
39 AMENDMENT	29
40 CAPTIONS	30
41 COUNTERPARTS	30
42 JOINT AND SEVERAL LIABILITY	30
43 PERSONAL PROPERTY AT TENANT'S RISK	30

<u>SECTION</u>	<u>PAGE</u>
44 RELOCATION OF TENANT-NA	30
45 JURISDICTION OF ACTIONS	30
46 WHEN LEASE BECOMES BINDING	31
47 EXECUTION	31
48 DELETED	
EXHIBIT A (PLAN OF PREMISES)	33
 GUARANTY	 34

COMMERCIAL LEASE
DATED NOVEMBER 14, 2022

1. PARTIES

LANDLORD: Nicolaos Pesirides, Trustee of Roma Realty Trust

TENANT: CEED Corp., a Massachusetts corporation with a usual place of business at 15 Nell Road, Revere, Massachusetts 02151.

2. PREMISES

The premises demised by this Lease consists of approximately 2,945 rentable square feet on the ground floor and approximately 3,055 rentable square feet in the basement all in 109 Chapel Street, Needham, Norfolk County, Massachusetts, being a part of the building at 91-107 Chapel Street, Needham, Massachusetts ("Building") which space is more particularly shown on the plan annexed hereto and incorporated by reference herein and made a part hereof as Exhibit A and which space is hereafter referred to as the "Premises." There is no parking with the Premises.

3. TERM OF LEASE

3.1 Initial Term.

The Tenant shall hold the Premises for a term of five (5) years commencing on the Term Commencement Date which is as of December 1, 2022 and expiring at midnight on November 30, 2027 ("Initial Term"), subject to the terms and conditions contained in this Lease.

3.2 Extension Option

The Tenant shall have, on the conditions herein stated, three (3) options to extend the term of this Lease, beyond the Initial Term, each option to be for a period of five (5) years. Each extended period being hereinafter referred to as the "Extended Term".

Provided Tenant is not then in default of any obligations under this Lease, Tenant may, by written notice to the Landlord no later than one hundred and twenty (120) days prior to the expiration of the Initial Term, or the then current Extended Term, as the case may be, extend this Lease for a period of five (5) years commencing upon the expiration of the Initial Term, or the then current Extended Term as the case may be, and ending midnight of September 30 of the fifth (5th) calendar year thereafter. Each Extended Term shall be upon the same terms and conditions as are set forth in this Lease except that the Basic Rent during the Extended Term shall be as set forth in Section 4.1 below.

4. **RENT AND OTHER CHARGES**

4.1 **Basic Annual Rent**

Basic Annual Rent (sometimes referred to herein as “basic rent” or “basic annual rent”) shall be payable as follows:

Year 1 of Initial Term from December 1, 2022 to November 30, 2023 at the rate of **\$13,238.00** per month or **\$158,856.00** per annum;

Years 2-5 of Initial Term from December 1, 2023 to November 30, 2027 at the rate of **\$12,371.63** per month or **\$148,459.50** per annum.

Extended Term

Years 6-10 of First Extended Term from December 1, 2027 to November 30, 2032 at the rate of **\$13,918.08** per month or **\$167,016.94** per annum.

Years 11-15 of Second Extended Term from December 1, 2032 to November 30, 2037 at the rate of **\$15,657.84** per month or **\$187,894.08** per annum.

Years 16-20 of Third Extended Term from December 1, 2037 to November 30, 2042 as follows:

Basic Annual Rent for Years 16-20 of the Third Extended Term shall be that amount determined by the mutual agreement of the Landlord and the Tenant prior to the date Tenant must exercise its extension right for the Third Extended Term, except that Basic Annual Rent for such period shall not be less than \$15,657.83 per month or **\$187,893.96** per annum (“Minimum Rent”).

If Landlord and Tenant are unable to agree upon Basic Annual Rent for the Third Extended Term, then same shall be determined as set forth below.

If either Landlord or Tenant is of the opinion that they are unable to mutually agree upon Basic Annual Rent for the Third Extended Term, then either party may invoke the resolution process set forth below by giving written notice (the “Resolution Notice”) to the other, designating one (1) individual of its own choosing for the purpose of rendering an opinion on the fair market rental value (the “Fair Market Rental Value”) for the Premises. Upon receipt of such Resolution Notice, the other party shall, within five (5) business days, designate one (1) individual of its own choosing for the purpose of rendering an opinion on the Fair Market Rental Value of the Premises, and shall provide written notice thereof to the party invoking this resolution process. In order to be effective, the Resolution Notice must be provided by the party invoking the resolution process not less than One Hundred Twenty (120) nor more than One Hundred Eighty

(180) days prior to the beginning of the Third Extended Term.

The two (2) designated individuals shall, within thirty (30) days following provision of the Resolution Notice, each provide, in writing, an opinion as to the Fair Market Rental Value of the Premises, which value shall be based upon Ninety (90%) Percent of the prevailing rental market for downtown Needham in general, and Chapel Street, Needham, in particular. If the values provided by the two (2) designated individuals are within five (5%) percent of each other, then the two values shall be averaged, and such average shall be the Basic Annual Rent for the Third Extended Term. In the event that the values provided are not within the five (5%) percent of each other, then the two (2) designated individuals shall mutually agree upon a third individual who shall finally resolve the Fair Market Rental Value of the Premises as an arbitrator. If the two (2) designated individuals are unable to reach an agreement, the individual to act as arbitrator shall be appointed by the American Arbitration Association. The arbitrator shall, by written opinion or decision, set the Fair Market Rental Value of the Premises for the Third Extended Term, except that if the Fair Market Rental Value set by the arbitrator is less than the Minimum Rent for such Extended Term, then the Minimum Rent for the Third Extended Term shall be equal to the Minimum Rent for such Extended Term.

The parties each agree to compensate their own designated individuals at their sole cost and expense. The parties further agree to compensate the individual who serves as arbitrator at his or her regular rates for consultation, and to bear these and all other costs of the arbitration equally.

All selected and designated individuals shall be (i) certified real estate appraisers with a minimum of five (5) years experience in the industry and (ii) familiar with the downtown Needham rental market and with the Chapel Street, Needham rental market.

4.2 Due Date of Rent

The basic annual rent to be paid during the term of this Lease shall be payable in equal monthly installments in advance on the first day of each and every month together with all other sums or charges characterized in this Lease as additional rent subject to the Landlord's right to charge the Tenant for such other charges at other times as provided in this Lease. The basic annual rent and any additional rent for any partial month shall be pro rated in the event that this Lease commences or terminates on days other than the first and last days of any calendar month.

4.3. Additional Rent/Operating Expenses and Real Estate Taxes

4.3.1. Real Estate Taxes

After Year 1 of the Initial Term and commencing December 1, 2023 and throughout the remainder of the Initial Term and any applicable Extended Term, the Tenant shall pay to the Landlord as additional rent forty four and 59/100 (44.59 %) percent of all real estate taxes payable by the Landlord for the Building and the land upon which the Building is located during any year during the term of this Lease. If the Landlord obtains an abatement of such real estate taxes, a proportionate share of such abatement less the reasonable fees and costs incurred in obtaining the same shall be refunded to the Tenant.

“Real estate taxes” means real estate taxes, levies, betterments, and assessments arising from the ownership of the Building and/or of the land upon which the Building is located and/or the occupancy and operation of the Premises which are or will be imposed by federal, state, municipal or other governmental authorities and which are or may become a lien on such land and/or Building in which the Premises are located. If the Landlord is required to pay any taxing authority any amounts which are in lieu of real estate taxes including tax on rental from the Premises or rental from the Building, such amount shall be deemed to constitute real estate taxes for the purposes hereof provided, however, that this sentence shall not be interpreted as requiring the Tenant to contribute to any federal, state, or local general income tax or any real estate transfer tax or fee.

4.3.2 Operating Expenses

After Year 1 of the Initial Term and commencing December 1, 2023 and throughout the remainder of the Initial Term and any applicable Extended Term, the Tenant agrees to pay to the Landlord as additional rent forty four and 59/100 (44.59 %) percent of the amount of all operating expenses incurred by the Landlord in operating and maintaining the Building in which the Premises are located and the land upon which the Building is located.

The term “operating expenses” as used in this Lease shall mean all expenses incurred by the Landlord in the operation, management and maintenance of the Building, the Premises and the land upon which said Building is located including all sidewalks which serve any part of the Building or the Premises and shall include, without limitation, the following: salaries, wages, medical, surgical and general welfare benefits (including group insurance and retirement benefits) for employees of the Landlord or any contractor of the Landlord engaged in the cleaning, operation, maintenance or management of the Building and/or the land upon which the Building is located and payroll taxes and worker’s compensation insurance premiums relating thereto; electricity consumed at the Building and not billed directly to any Tenant; fire, property, casualty, sprinkler, water damage, liability and loss of rent insurance carried by the Landlord and such other insurance relating to the Building and the land on which located or as may be required by any mortgagee; water and sewer consumption charges; maintenance, repairs and replacements of and to the Building, the land upon which the Building is located, and any improvements thereon, but not including repairs or replacements required solely to prepare other space in the Building for other tenants; snow removal; elevator maintenance and service; trash removal; service contracts with independent contractors for any building service including, without limitation, elevator maintenance (if any), ; office cleaning and janitorial service if the same is provided; security service and management fees.

4.3.3 Payment of Real Estate Taxes and Operating Expenses The Tenant’s share

of real estate taxes and of operating expenses shall be paid by the Tenant to the Landlord within ten (10) days of Landlord's sending of notice of the Tenant's share of such real estate taxes and operating expenses to the Tenant; provided, further, that the Landlord may elect to bill the Tenant annually, monthly or at such other intervals as the Landlord deems expedient for the Tenant's share of real estate taxes and operating expenses and which billings may be based upon the Landlord's estimate of such real estate taxes and operating expenses with an annual accounting of the actual real estate taxes and operating expenses to be provided to the Tenant in reasonable detail, and if the Tenant on the basis of such annual accounting owes the Landlord additional real estate taxes or additional operating expenses, then the Tenant shall pay such additional real estate taxes and/or operating expenses to the Landlord within 10 days of the date of the Landlord's sending of such notice that real estate taxes and/or additional operating expenses are owed by the Tenant to the Landlord. Any credit owed to the Tenant by the Landlord in the event that the Tenant's estimated share of the real estate taxes or of the operating expenses exceeds the actual amount owed by the Tenant for the same, shall at the Landlord's option, be credited against basic annual rent to become due and payable to the Landlord pursuant to this Lease or, alternatively, may be refunded.

4.4 Increase in Insurance Premiums caused by Tenant

In the event that the premium for fire and extended coverage or any other type of insurance maintained by the Landlord on the Building or land upon which the Building is located is increased due to the nature of the tenant's business or use of the Premises, the Tenant shall be responsible to the Landlord for such increase in premium and shall pay to the Landlord within ten (10) days of receipt of written demand from the Landlord the entire amount of such increase in premium caused by the Tenant's business or use of the Premises and which increase in premium shall be deemed additional rent hereunder.

4.5 Late Payment of Rent.

The Tenant shall pay a late payment charge of \$450.00 for each monthly payment of rent not received by the eighth day of the month. Such late payment charge shall be deemed to be additional rent.

4.6 Security Deposit.

The Tenant shall deposit with the Landlord contemporaneously with the execution of this Lease the sum of **Twenty-Five Thousand (\$25,000.00) 00/100 Dollars** as a security deposit as security for the Tenant's performance of its obligations under this Lease (the "Security Deposit").

The Security Deposit is security for the full, faithful and timely performance and observance by Tenant of the terms, provisions and conditions of this Lease and is not an advance payment of rent. It is agreed that if a default of this Lease occurs and continues beyond any applicable notice, grace or cure period, Landlord may use, apply or retain the whole or any part of the Security Deposit and any interest earned thereon to the extent required for the payment of

any basic rent, additional rent, or any other sum as to which the Tenant is in default or for any sum which Landlord may expend or be required to expend by reason of the occurrence of a default in respect of any of the terms, covenants and conditions of this Lease by the Tenant, including, but not limited to, any damage or deficiency accrued before or after summary proceedings or other re-entry by Landlord, including the costs of such proceeding or re-entry and further including, without limitation, reasonable attorney's fees. It is agreed that Landlord shall always have the right to apply the Security Deposit, or any part thereof, as aforesaid, without notice and without prejudice to any other remedy or remedies which Landlord may have, or Landlord may pursue any other remedy or remedies in lieu of applying the Security Deposit or any part thereof. The Security Deposit shall be held in a segregated interest bearing account in the name of the Landlord and the interest earned thereon shall be paid annually to the Tenant provided the Tenant has furnished the Landlord with an IRS W-9 form including the Tenant's taxpayer identification number. If Landlord shall apply the Security Deposit in whole or in part, Tenant shall within ten (10) days of demand pay to Landlord the amount so applied to restore the Security Deposit to its original amount. Because Tenant's share of Operating Expenses and other additional rents are subject to annual reconciliation based on actual amounts determined to be due, in addition to the other rights provided herein to Landlord regarding the Security Deposit, Landlord shall have the right, in its discretion, upon the end of the Lease and delivery of the Premises in accordance with the terms hereof, to hold all or a portion of the Security Deposit (or whatever amount remains after Landlord exercises its other rights hereunder) until the earlier of (i) ten (10) days after such reconciliation and (ii) receipt of all amounts due Landlord from Tenant at which time Landlord has the right to deduct any amounts then determined to be due from the remaining Security Deposit and return any balance of the Security Deposit to Tenant. If the remaining Security Deposit, if any, is not sufficient to pay Tenant's obligations hereunder, Tenant shall pay the same within ten (10) days of billing from Landlord. In the event of a sale or other transfer of the Building and land upon which the Building is located, Landlord shall transfer the Security Deposit then remaining to the vendee and Landlord shall thereupon be deemed to be released from all liability for the return of such Security Deposit to Tenant, provided that such vendee assumes the Landlord's obligations hereunder; and Tenant agrees to look solely to the new landlord for the return of the Security Deposit then remaining. The holder of any mortgage upon the Building and land upon which the Building is located shall never be responsible to Tenant for the Security deposit or its application or return unless the Security Deposit shall actually have been received in hand by such holder. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

4.7 Place of Payment of Rent

All payments of basic annual rent, additional rent and any other sums or charges to become due with respect to this Lease shall be made to the Landlord at 125 Pearl Street, P.O. Box 850551, Braintree, Massachusetts 02185.

5. **UTILITIES**

The Tenant shall pay for electricity, gas, and other utilities consumed at and separately metered or sub-metered to the Premises. If any such utilities are sub-metered to the Premises, Tenant shall pay its share of such utilities as additional rent within ten (10) days of billing by the Landlord of the Tenant's share of such utility. Tenant's failure to pay any utility billed by the Landlord to the Tenant within ten (10) days after such billing shall be deemed a default of Tenant's obligation under this Lease.

6. **PUBLIC LIABILITY INSURANCE AND INDEMNIFICATION**

6.1 **Indemnification.** Subject to the waiver of claims set forth in Section 6.3 herein, the Tenant shall save the Landlord, its agents, members, managers and employees harmless and indemnified from and against all injury, loss, claims or damages to any person or property while on the Premises arising out of the use or occupancy of the Premises by the Tenant. Subject to the waiver of claims set forth in Section 6.3 herein, the Landlord shall save the Tenant harmless and indemnified from and against all injury, loss, claims or damages to any person or property to the extent caused by the Landlord's negligence or intentional acts. The duties to indemnify contemplated herein and elsewhere in this Lease, including, without limitation, the provisions of Section 37, include the duty to pay all reasonable and necessary attorney's fees and costs incurred by the indemnitee in connection with any proceedings and shall survive the termination of this Lease.

6.2 **Insurance.** The Tenant shall maintain in force at all times during the term of this Lease and any extensions of such term with respect to the Premises and appurtenances thereto, comprehensive general liability (including liability for alcoholic beverages served on the Premises) and property damage insurance including the broad form comprehensive general liability endorsement with the amount of coverage of not less than \$2,000,000.00 per occurrence/\$4,000,000.00 aggregate for all occurrences in each policy year and workers compensation coverage in the amounts required by law and such other coverage and in such amounts as reasonably required by the Landlord. All such insurance required in this Lease shall be with a company rated "A" or better and qualified to do business in Massachusetts, naming as additional insureds the Landlord and the Landlord's management agent and their officers, directors and shareholders, managers and members, and trustees and beneficiaries, as the case may be, as well as the Tenant insuring against injury to persons or damage to property as herein provided.

The Tenant shall deposit with the Landlord certificate(s) of insurance evidencing the existence of insurance that Tenant is required to maintain under this Lease, at or prior to the Term Commencement Date, and thereafter, at least thirty (30) days prior to the expiration of each such policy. Such policy shall provide that it may not be changed or cancelled without at least thirty (30) days' prior written notice to the Landlord.

6.3 **Waiver of Subrogation.** Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to the Premises and/or Building or other tangible property, or any resulting loss

of income or benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefitting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant agree that they will request their respective insurance carriers to include a standard waiver of subrogation provision in their respective policies.

7. DEMISE OF PREMISES

In consideration of the payment of the basic annual rent, additional rent and any other sums required to be paid by the Tenant hereunder, and in further consideration of the full, faithful and timely performance of all of the terms, provisions, conditions and covenants contained in this Lease by the Tenant, the Landlord hereby demises and leases the Premises to the Tenant and the Tenant hereby leases the Premises from the Landlord.

EXCEPTING AND RESERVING to the Landlord from the Premises the space necessary to install, maintain and operate by means of pipes, ducts, wires or otherwise those utilities and services required for the Building and common facilities thereof, (including the Premises) and the right of access and entry to the Premises by the Landlord and its agents therefor and for the purpose of making repairs to the Premises and to the Building if Landlord so elects. Landlord agrees, however, that it will not unreasonably interfere with the Tenant's use of the Premises during ordinary business hours, provided that Landlord shall have access to the Premises at any time in case of emergency.

8. PERMITTED USES/RESTRICTIONS ON USE

8.1 Permitted Use.

The Premises shall be used solely for in dining restaurant and sale of on site consumption of alcoholic beverages and for no other purposes whatsoever.

The Tenant shall obtain at its sole expense all governmental approvals, licenses, permits and occupancy permits, if any, necessary to conduct the permitted uses at the Premises.

8.2 Restrictions on Use.

8.2.1 The Tenant shall not use or occupy the Premises in violation of any certificate of occupancy for the Premises or the Building or in violation of any applicable zoning ordinance, code, statute, rule, regulation or

ordinance. The statement in this Lease of the permitted uses of the Premises does not constitute a representation or guaranty by the Landlord that such use may be conducted by the Tenant on the Premises or is lawful under the certificate of occupancy or building permit or that it is otherwise permitted by law.

8.2.2 The Tenant shall conduct its business in such a manner as shall not interfere with, annoy or disturb any other tenant in the use and quiet enjoyment of such other tenant's tenancy or the conduct of such tenant's business or the Landlord in the management of the Building.

8.2.3 The Tenant shall not keep within the Premises any article of dangerous, inflammable, or explosive character which increases the danger of fire upon the Premises or which may be deemed "hazardous" by any reputable insurance company.

8.2.4 The sidewalks and entrances to the Premises and the Building of which the Premises form a part of the Building shall not be obstructed or encumbered by the Tenant or used for any purpose other than ingress and egress to and from the Premises.

8.2.5 The Tenant shall not engage in any activity at the Premises which directly or indirectly pose a hazard to the public health or to the health and safety of any person at or about the Premises or to the Building or to the Premises.

8.2.6 The Tenant shall install, maintain and repair a grease trap on the Premises

9. PREPARATION OF PREMISES FOR OCCUPANCY/CONDITION OF PREMISES/DELIVERY OF PREMISES

9.1 Condition of Premises

By its execution of this Lease, the Tenant acknowledges that it has inspected the Premises to its satisfaction and accepts the Premises in their present condition "AS IS" as of the Term Commencement Date.

The Tenant further acknowledges that it has inspected the common areas of the Building which provide access to the Premises and the Building and by the execution of this Lease does warrant and represent to the Landlord that all of the same are satisfactory and acceptable to the Tenant in all respects.

Except for changes or modifications to the Building required by a change in any Federal, state or municipal law, code, rule or regulation not relating to any single tenant but to the

Building as a whole, the cost of which shall be borne by the Landlord, the Tenant agrees that for as long as the Tenant remains in possession of the Premises, that it shall cause the Premises to be kept in compliance with any changes in any Federal, state or municipal laws, codes, rules and regulations relating to the Permitted Uses of the Premises at the Tenant's sole expense, and if the Tenant so fails to do so, then the Landlord may elect to terminate this Lease by written notice to the Tenant. To the extent that any alterations are required to be made subsequent to the execution of this Lease to make the Premises conform to any changes in any Federal, state or municipal laws, codes, rules and regulations relating to the Permitted Uses of the Premises, the Landlord shall notify the Tenant of such requirement and allow the Tenant a reasonable opportunity (not to exceed 30 days) to perform such work through licensed contractors approved by the Landlord. In the event that the Tenant fails to perform such work, then the Landlord may elect to have such work done by contractors of the Landlord's choice with the cost thereof to be due and payable by the Tenant within ten (10) days of receipt of invoices therefor, which sum shall be deemed additional rent, or declare the Tenant to be in default of its obligations under this Lease.

9.2 Delivery of Premises

Landlord shall use reasonable efforts to deliver the Premises to the Tenant on the Term Commencement Date. The failure to deliver the Premises to the Tenant by the Term Commencement Date shall not affect the validity of this Lease or the obligations of the Tenant hereunder nor be construed to extend the term of this Lease. If either (i) possession of the Premises or (ii) any improvements to be supplied by the Landlord pursuant to Section 9.1 hereof, if any, shall not have been supplied by the Term Commencement Date, the Landlord shall have no liability to the Tenant by reason thereof.

The Tenant further acknowledges that it has inspected the common areas of the Building which provide access to the Premises, if any, and by the execution of this Lease does warrant and represent to the Landlord that to Tenant's knowledge the Premises will be in compliance with all applicable Federal, state, and municipal laws, codes, rules and regulations, including without limitation, the Americans with Disabilities Act and the Regulations of the Massachusetts Architectural Barriers Board, which relate to the Permitted Uses of the Premises.

10. ALTERATIONS

Tenant shall not make alterations or additions to the Premises except in accordance with plans and specifications therefor first approved by Landlord in writing which consent shall not be unreasonably withheld or delayed. The provisions of the preceding sentence shall not apply to alterations or additions which are non-structural and do not materially affect the base building mechanical systems and do not cost more than \$5,000.00, but Tenant shall advise Landlord of its intent to perform same before commencing work. Landlord shall not be deemed unreasonable for withholding approval of any alterations or additions which (a) involve or might materially affect any structural or exterior element of the Building, any area or element outside of the Premises, or any facility including all utilities serving any area of the Building outside the Premises, or (b) increase the cost of insurance or taxes on the Building unless Tenant first gives

assurance acceptable to Landlord for payment of such increased cost and that such readaptation will be made prior to such termination without expense to Landlord. All alterations and additions shall be part of the Building unless prior to the commencement of such alteration or addition Landlord shall specify the same for removal at the termination of this Lease. Tenant shall provide to Landlord as-built drawings of the alterations or additions, whether or not Landlord's approval thereof was required, within thirty days after completion thereof. Tenant, before its work is started, shall: secure all licenses and permits necessary therefor; deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them; take out and maintain during the course of construction of alterations or additions so-called Builder's Risk insurance issued by responsible companies qualified to do business in Massachusetts and covering loss by fire and other perils included in extended coverage endorsements for the full cost of the improvements on a completed value non-reporting form and naming Landlord as a additional insured; and cause each contractor to carry workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and comprehensive public liability insurance and property damage insurance with such limits as Landlord may reasonably require (naming Landlord and Landlord's managing agents as additional insureds) but in no event less than, with respect to public liability insurance \$2,000,000.00/ \$4,000,000.00 and with respect to property damage insurance \$500,000.00 as to the general contractor or design/builder and respective limits of \$1,000,000.00/\$2,000,000.00 and \$500,000.00 as to subcontractors (all insurance to be written in companies approved by Landlord and insuring Landlord and Tenant as well as the contractors), and to deliver to Landlord copies of all such licenses and permits and certificates of all such insurance. Tenant agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or the Property and immediately to discharge any such liens which may so attach or provide a bond covering such liens.

11. MAINTENANCE AND REPAIRS

Tenant shall not cause or permit waste, damage or injury to the Premises and Tenant shall maintain all portions of the Premises including, without limitation, all plate glass, gaskets and seals, plumbing, air conditioning, heating, electrical, HVAC, refrigeration and all other systems located within, or serving exclusively, the Premises in good condition in strict compliance with all federal, state and municipal statutes, codes, regulations and ordinances. The Tenant shall surrender the Premises to the Landlord at the end of the term of this Lease in as good condition as said Premises have been delivered by the Landlord to the Tenant at the Term Commencement Date and reasonable wear and tear and damage by uninsured fire and other casualty only excepted. Tenant shall provide for an HVAC maintenance service agreement with a licensed HVAC contractor acceptable to the Landlord and shall provide the monthly roof maintenance required under any warranty applicable thereto..

Unless provided by the Landlord for the Building (the Tenant's share of costs for which shall be borne by the Tenant pursuant to Section 4.3.2) , the Tenant shall be responsible for the removal of snow and ice from the adjoining walkways and sidewalks and rear of the Building adjoining the Premises.

The Tenant shall maintain and repair, and replace as necessary (except, as to replacement only, during the last year of the later of the Initial Term or any Extended Term, as applicable) the HVAC unit which provides heat and air conditioning to the Premises. The Tenant shall be responsible for electricity and/or any other fuel consumed by such HVAC unit as provided in Section 5 of this Lease.

12. DAMAGE TO PREMISES/FIRE/CASUALTY/BUSINESS INTERRUPTION INSURANCE

12.1 Damage to Premises.

If the Premises or the Building shall be substantially damaged by fire or other casualty, the Landlord may elect to terminate this Lease. For as long as any fire, casualty, or taking renders the Premises substantially unsuitable for its intended use and Landlord has not elected to terminate this Lease, a fair and equitable adjustment of rent shall be made until the Premises are substantially restored to their condition prior to such fire, casualty or taking, except if such fire or casualty is due to the fault or negligence of the Tenant, there shall be no abatement of rent.

Such restoration shall be made by the Landlord subject to delays, which may arise by reason of adjustment of insurance, labor difficulties or the unavailability of materials, or delay due to other causes beyond the Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to the Tenant or for injury to Tenant's business resulting from any such delay.

The Tenant may elect to terminate this Lease by written notice to Landlord if: (a) the Landlord fails to give written notice within thirty (30) days of said fire or casualty of its intention to restore the Premises, or (b) the Landlord fails to restore the Premises substantially to the condition existing prior to such fire or casualty within one hundred twenty (120) days after such fire or casualty.

The term "substantial damage" shall mean damage of such a character that cannot be reasonably expected to be repaired within sixty (60) days from the time of the commencement of such repair.

In no event shall the Landlord or any mortgagee be liable for restoration beyond the extent of available insurance proceeds. The Landlord's obligation to restore is further conditioned upon the holder of any mortgage on the land and/or Building releasing insurance proceeds for restoration. Any mortgagee's refusal to permit all such insurance proceeds to be utilized in the restoration of the Building shall permit the Landlord at the Landlord's election to terminate this Lease without further recourse by either Landlord or Tenant to the other.

Notwithstanding anything contained in this Section 12 to the contrary, if the unexpired portion of the Lease term remaining after the anticipated completion of restoration of the

Premises is six months or less, the Landlord may terminate this Lease.

12.2 Business Interruption Insurance.

The Tenant shall maintain business interruption insurance for the Tenant's benefit at all times during the term of this Lease and shall make no claim against the Landlord for loss of income or business not covered by such insurance.

13. EMINENT DOMAIN

In the event that the whole of the Premises or the Building or land at which said Premises are located shall be condemned or taken in any manner by eminent domain, this Lease shall forthwith terminate as of the date of such taking or condemnation. In the event that only a portion of the Premises shall be so condemned or taken, then effective as of the date of such taking or condemnation, the basic annual rent shall be abated equitably and this Lease shall remain in full force and effect.

In the event that only a part of the Premises or the Building shall be so permanently condemned or taken, and (whether or not the Premises are directly affected) if such condemnation or taking is "substantial" as hereinafter defined, either the Landlord or the Tenant may by written notice to the other within sixty (60) days following the date on which Landlord's title has been divested by such authority, terminate this Lease. "Substantial" shall be defined to mean any condemnation or taking which: (a) results in the loss of access to the entrance to the Premises; or (b) results in the loss of the Tenant's use of fifteen (15%) percent or more of the floor area of the Premises.

If neither the Landlord nor Tenant elects to terminate this Lease as aforesaid, this Lease shall be unaffected by such taking, except that the basic annual rent shall be abated equitably. In the event that only a part of the Premises shall be so condemned or taken and this Lease is not terminated as hereinbefore provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the Premises as nearly as practicable to the same condition as it was prior to such condemnation or taking, but only to the extent of condemnation proceeds available to Landlord.

In the event of any condemnation or taking of all or part of the Building or land upon which the Building is located, Landlord shall be entitled to receive the entire award in the condemnation proceedings, including any award made for the value of the estate vested by this Lease in the Tenant, and the Tenant hereby expressly assigns to the Landlord any and all right, title and interest of Tenant now or hereafter, arising in or to any such award or any part thereof except Tenant shall be entitled to any relocation costs awarded by reason of such condemnation or taking.

14. LANDLORD'S SERVICES

14.1 Repairs

Landlord shall keep and maintain the roof, exterior walls, structural floor slabs, columns, passenger elevator, any public stairways and corridors, and other common facilities of the Building in such condition and repair as the same are customarily kept and maintained by the Landlord. The Tenant acknowledges that it has examined and is satisfied with the condition and maintenance of all of the same. Notwithstanding the foregoing to the contrary, the Tenant shall provide the monthly maintenance of the roof as required by any warranty applicable thereto.

14.2 Energy Conservation

Landlord may institute such policies, programs, measures, rules and regulations as may be reasonably necessary, required, or expedient for the conservation or preservation of energy or energy services, or as may be necessary or required to comply with applicable federal, state and municipal codes, rules, regulations or standards and the Tenant shall cooperate in all such matters.

15. ACCESS

The Tenant shall have access to the Premises through hallways, stairways, the elevator, and other common areas of the Building at all times subject to those nondiscriminatory rules and regulations which may be promulgated by the Landlord from time to time.

16. SUBLEASE AND ASSIGNMENT

Tenant shall not (i) voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant herein, in whole or in part, nor (ii) sublet the whole or any part of the Premises or (iii) permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion. If the Tenant is a corporation or limited liability company, the transfer of a controlling shareholder or membership interest therein shall be deemed to be an assignment of this Lease. If the Tenant is a trust, the transfer of any beneficial interest in said Trust shall be deemed to be an assignment of this Lease. The consent by Landlord to an assignment or subletting in any one instance shall not relieve the Tenant from obtaining the express written consent of the Landlord to any future assignment or subletting of the whole or any part of the Premises. The acceptance of rent by the Landlord from any assignee, sublessee or other occupant of the Premises shall not be deemed a waiver of this covenant, or the acceptance of such assignee, sublessee or occupant as a tenant, or a release of the Tenant from the further performance by Tenant of the covenants in this Lease on the Tenant's part to be performed.

Any subletting or assignment shall be subject to and conditioned upon the following: (i) at the time of any proposed subletting or assignment, Tenant shall not be in default under any of

the terms, provisions or conditions of this Lease; (ii) the sublessee or assignee shall occupy the Premises and conduct its business in accordance with the Permitted Uses and for no other purpose; (iii) if Landlord accepts the sublessee or assignee, as the case may be, the Tenant together with any guarantor hereof shall nonetheless remain liable for the Tenant's obligations pursuant to this Lease jointly and severally together with any sublessee or assignee and the principals of any such sublessee or assignee who shall also jointly and severally guaranty this Lease; (iv) prior to occupancy, Tenant and its assignee or sublessee shall execute, acknowledge and deliver to Landlord a fully executed counterpart of a written assignment of Lease or sublease, as the case may be, duly consented to by any guarantor of this Lease, upon such terms and conditions as the Landlord may reasonably require and which shall include the agreement that the assignee shall accept said assignment and assume and agree to perform all of the terms, conditions and covenants of this Lease and that the sublessee will agree to be bound by and to perform all of the terms, conditions and covenants of this Lease on the Tenant's part to be performed, including the payment of rent, additional rent and all other charges jointly and severally together with the Tenant named in this Lease. Such assignment or subletting shall be on the further condition that notwithstanding such assignment or subletting and the consent of Landlord thereto, neither Tenant nor any guarantor of the Tenant's obligations under this Lease shall be discharged or released from any liability hereunder and such obligations shall continue with the same force and effect as though no assignment or sublease had been made; (y) Tenant shall reimburse Landlord for its costs and reasonable attorneys' fees in connection with such assignment or subletting; and (z) there shall be paid to Landlord as additional rent hereunder an amount equal to seventy (70%) percent of the amount by which the sublet basic annual rent exceeds the basic annual rent required to be paid pursuant to Section 4 of this Lease.

17. SUBORDINATION

This Lease is subject and subordinate to all mortgages to any lender prior to or subsequent to the date of execution and delivery of this Lease and to all renewals, modifications, consolidations, replacements and extensions thereof. Within ten (10) days of the Landlord's request the Tenant shall promptly execute and deliver all such instruments as may be appropriate to subordinate this Lease to any mortgages executed by the Landlord which have all or any part of the land or Building at which the Premises are located as their subject and to all advances made pursuant to any such mortgage and to the interest thereon and to all renewals, replacements and extensions of any such mortgages or the indebtedness or obligations secured thereby. Upon Tenant's written request, Landlord shall request such present and future mortgagees to agree that the Tenant shall remain undisturbed under this Lease in the event of foreclosure if the Tenant is not in default of any of the terms and conditions of this Lease, but the failure of any such mortgagee to so agree shall not affect the obligations of the Landlord or the Tenant hereunder. At the request of Landlord, Tenant shall join in the execution of one or more subordination agreements requested by any mortgagee to evidence the subordination of this Lease to any such mortgage from time to time. If the Tenant fails, refuses or neglects for a period of ten (10) days from the sending of Landlord's request to execute a subordination agreement subordinating this Lease to any mortgage the Tenant shall be deemed by such failure, refusal or neglect to execute such subordination agreement to have constituted the Landlord as its attorney in fact with full

power and authority to sign, seal, execute, acknowledge and deliver such subordination agreement on such terms as the Landlord may deem appropriate in the Tenant's name and behalf. Tenant's failure, refusal or neglect to execute any such subordination agreement shall be a default of the Tenant's obligations under this Lease.

18. RIGHTS OF LANDLORD ON TENANT'S DEFAULT

18.1 Events of Default.

- 18.1.1 If Tenant shall fail to timely perform any of the Tenant's obligations under this Lease to pay basic annual rent, additional rent, or any other charge hereunder and if such failure shall continue for seven (7) days after the sending of written notice by the Landlord to the Tenant of such failure and the Tenant has not cured the failure or failures so specified within seven (7) days of the Landlord's sending of such notice to the Tenant, or if the Tenant has failed to timely perform any of the Tenant's other obligations under this Lease such failure continuing for thirty (30) days after the sending of written notice by the Landlord to the Tenant of such failure and the Tenant has not cured the failure or failure so specified within thirty (30) days of the Landlord's sending of such notice to the Tenant, or
- 18.1.2 If any assignment shall be made by Tenant or any guarantor of Tenant's obligations under this Lease for the benefit of creditors, or
- 18.1.3 If Tenant's leasehold interest shall be taken on execution, or
- 18.1.4 If a lien or other involuntary encumbrance is filed against Tenant's leasehold interest or Tenant's other property and is not discharged within forty five (45) days thereafter, or
- 18.1.5 If a petition is filed by the Tenant or any guarantor of the Tenant's obligations under this Lease for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or
- 18.1.6 If any involuntary petition under any of the provisions of said Bankruptcy Act is filed against Tenant or any guarantor of Tenant and such involuntary petition is not dismissed within forty-five (45) days thereafter,

then, and in case of any such foregoing event of default set forth in this Section 18.1.1 - 18.1.6, the Landlord may terminate this Lease by sending written notice of termination to the Tenant and

Landlord and the Landlord's agents and servants lawfully may, in addition to and not in derogation of any remedies from any preceding breach of this Lease, immediately or at any time thereafter and without demand or notice and with or without process of law enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, the Tenant hereby waiving all statutory rights (including without limitation rights of redemption, if any, to the extent such right may be lawfully waived) and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

After the Landlord has given two (2) written notices of default to the Tenant within any twelve (12) month period during the term of this Lease or any extension of the term of this Lease, the Landlord shall be under no obligation to give any further notices of default to the Tenant.

The Tenant hereby waives its right to claim a trial by jury in any action brought with respect to this Lease.

In accordance with Massachusetts General Laws Chapter 186 Section 11A, Tenant waives any right to receive any fourteen (14) day notice to quit for nonpayment of rent it being the parties' intent that the terms of this Section 18 govern the termination of this Lease in case of Tenant's default.

18.2 Remedies

In the event that this Lease is terminated by reason of the Tenant's default of this Lease, Tenant covenants to pay to Landlord as compensation the total basic annual rent reserved for the unexpired remainder of the Term or extension of the Term of this Lease if any option to extend this Lease has been executed by the Tenant. In calculating the basic annual rent reserved there shall be included, in addition to basic annual rent, additional rent and other charges payable hereunder and the amount of all other considerations agreed to be paid or performed by Tenant pursuant to this Lease. Tenant further covenants as an additional and cumulative obligation after any such termination to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the next preceding sentence Tenant shall be credited with any amount of rent obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and grant

such reasonable concessions and free rent as Landlord in considers advisable or necessary to relet the same; and (ii) make such alterations, repairs and decorations in the Premises as Landlord considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

Nothing contained in this Lease shall however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proven, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

18.3 Remedies Cumulative

All rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any one or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

18.4 Landlord's Right to Cure Defaults

Landlord may, but shall not be obligated to, cure at any time any default by Tenant under this Lease ten (10) days after the sending of written notice by the Landlord to the Tenant of the Landlord's intention to cure such default, and whenever Landlord so elects, all costs and expenses incurred by Landlord (including reasonable attorneys' fees) in curing a default shall be paid by Tenant to Landlord on demand; provided, however, that in the event of any emergency the Landlord may elect to cure Tenant's default without notice to the Tenant.

18.5 Effect of Waivers of Default

Any consent or waiver by the Landlord regarding any act or omission by the Tenant which otherwise would be a breach or default of any covenant, term or condition of this Lease, or any waiver by the Landlord of the breach or default by the Tenant of any covenant, term or condition contained in this Lease shall not in any way be construed to operate as a waiver or consent of such covenant, term or condition of this Lease in any other instance. The failure of Landlord to seek redress for breach of, or to insist upon the strict performance of, any covenant or condition of this Lease in any one instance shall not be deemed a waiver of such breach in any other instance. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver is in writing signed by the Landlord. No consent or waiver, expressed or implied, by Landlord to or of any breach of any agreement or duty contained in this Lease by the Tenant on any one

occasion shall be construed as a waiver or consent to or of any breach of the same or any other agreement or obligation by the Tenant hereunder on any other occasion.

18.6 No Accord and Satisfaction

At the Landlord's election, no acceptance by Landlord of a lesser sum than the basic annual rent, additional rent or any other charge then due hereunder shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy available in this Lease or at law to the Landlord.

19. TENANT'S FURTHER COVENANTS

The Tenant further covenants and agrees:

- 19.1 To timely perform all of the Tenant's obligations set forth in this Lease; to pay when due all basic annual rent, additional rent, and all charges which by the terms of this Lease are to be paid by the Tenant.
- 19.2 To pay all charges for utilities for which Tenant is responsible when due.
- 19.3 To use the Premises only for the Permitted Uses.
- 19.4 To pay all costs on demand for all loss or damage suffered or incurred by the Landlord caused by any nuisance or neglect suffered on the Premises due to the Tenant, and agents, employees, invitees or assigns.
- 19.5 At the Tenant's expense, to keep the interior of the Premises clean, neat and in good order, repair and condition, and to keep all glass clean and in good condition, and to replace any glass which may be broken with glass of the same quality unless the break was caused by an employee or contractor of the Landlord; to arrange for the disposal of rubbish at the Tenant's expense. Tenant shall not allow any debris or rubbish to be placed in any area visible to the public or be kept in the alleyway behind the Building or in common areas of the Building and shall keep such rubbish and debris within the premises until picked up by Tenant's rubbish collection contractor. Tenant shall bear the cost to remove Tenant's daily trash and to maintain the dumpster serving the Premises (acknowledging that other tenants in the Building may continue to use the dumpster as at present, at no cost. Tenant shall provide for regular extermination service of the Premises with a contractor acceptable to the Landlord in order to keep the Premises free of rodents and other vermin.
- 19.6 To permit the Landlord and its agents to examine the Premises at

reasonable times, and to show the Premises to prospective tenants commencing six months prior to the expiration of the term of this Lease, or, if the term of this Lease is extended as herein provided, show the Premises to prospective Tenants commencing six months prior to the expiration of such extension period.

- 19.7 To pay on demand Landlord's expenses, including attorneys' fees, incurred in enforcing any obligation of the Tenant under this Lease or in case of any default by the Tenant.
- 19.8 Not to injure, overload, deface or otherwise harm the Premises; not to commit any nuisance; not to permit the emission of any odor; nor make any use of the Premises which will increase the cost of the Landlord's insurance (unless Tenant pays for any such increased cost); not to sell or display merchandise in or store or dispose of trash or refuse on or otherwise obstruct any sidewalks, walkways or hallways.
- 19.9 Not to suffer or permit strip or waste to the land or the Building in which the Premises are located.
- 19.10 Not to permit or engage in any use or activity that may be deemed obnoxious to any other tenants in the Building or which interferes with any other tenant or invitee or which constitutes a violation of any federal, state or municipal law, regulation or ordinance or create a public or private nuisance.
- 19.11 Not to conduct any auction, fire, bankruptcy, or going-out-of-business sale, nor use or permit any sound apparatus for reproduction or transmission of music or sound which shall be audible beyond the physical interior of the Premises occupied by the Tenant.
- 19.12 At the expiration of the term or earlier termination of this Lease to surrender all keys to the Premises, to remove all of its movable trade fixtures and personal property in the Premises, to remove such installations made by it as Landlord may request and all Tenant's signs wherever located, to repair all damages caused by such removal and to yield up the Premises (including all installations or improvements made by Tenant except for such of said installations and improvements as Landlord shall request Tenant to remove), broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of the Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises and for use and occupancy during the period

after the expiration of the Term and prior to its performance of its obligations under this Section 19.12. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure and delay in surrendering the Premises as above provided.

- 19.13 Not to place any signs on or about the Premises that are visible from outside of the Premises without Landlord's prior written approval.
- 19.14 Not to place any equipment or other property on the roof of the Building without the Landlord's prior written approval.
- 19.15 Except for de minimus amounts of materials which are lawfully used in the ordinary course of the permitted uses and which materials shall be handled, stored and disposed of in accordance with all applicable statutes, regulations, standards, codes, laws and ordinances, not to permit the disposal or discharge of any waste or refuse, chemicals, oils, acids, or any other substances utilized by the Tenant in the conduct of its business at the Premises into the drains and plumbing system which serve the Premises and/or the Building it being agreed and understood that the drain and plumbing system serving the Premises and the Building are intended solely for the disposition of sanitary sewage.
- 19.16 To indemnify and hold the Landlord harmless (including Landlord's attorney's fees, costs and expenses) from any claim, loss or damage sustained by the Landlord by reason of the acts or neglect of the Tenant, the Tenant's invitees, employees, representatives, agents and independent contractors.
- 19.17 To comply with all regulations of the Board of Fire Underwriters or any such similar organization.

20. RECORDING

The Tenant agrees that it will not record this Lease and that any such recording shall constitute a default of this Lease entitling the Landlord to terminate this Lease.

21. LANDLORD'S LIABILITY

In no event shall the Landlord be liable to the Tenant for any consequential damages in connection with any act or neglect of the Landlord, its agents or servants.

Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the monetary liability of any Landlord hereunder shall be limited to its equity in the Building and the land upon which the Building is located in the event of a breach by Landlord of any of the terms, covenants or conditions of this Lease to be performed by

Landlord and the Tenant hereby agrees that any judgment it may obtain against Landlord as a result of a breach of any of the terms, covenants or conditions hereof by Landlord shall be enforceable solely against Landlord's equity in the Building and the land upon which the Building is located.

The Landlord shall never be deemed to be in default of the Landlord's obligations under this Lease unless written notice has been given by the Tenant to the Landlord specifying in detail the nature and extent of the alleged default by the Landlord under this Lease and the Landlord has failed to cure such default within thirty (30) days of receipt of such notice or, if such default is of a nature that cannot be cured within such thirty (30) days, that the Landlord has commenced reasonable efforts to cure such default within such thirty (30) day period and has continuously proceeded in its efforts to cure the same.

22. FORCE MAJEURE

In any instance where either party is required to do any act, or perform any obligation, condition or covenant under this Lease the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from any Acts of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, governmental regulations or other cause beyond such party's reasonable control, whether such times be designated by a fixed time or a "reasonable time". This clause shall not be applicable to any payment of rent or other charges due from the Tenant to the Landlord and to the Tenant's obligation to keep insurance coverages required by this Lease in force and effect at all times during the term of this Lease and any extension of the term of this Lease.

23. MECHANICS' LIENS

The Tenant shall not permit any mechanics' or materialmen's or other liens to affect the Premises, the Building or the land on which the Building is located for any labor or materials furnished the Tenant in connection with work of any character performed on said Premises by or at the direction of the Tenant. In the event such a lien is placed on the Premises or Building or land Tenant shall discharge such lien within ten (10) days of such lien attaching to the Premises. Tenant further agrees that it shall secure from all mechanics or materialmen a release of such lien prior to the commencement of any work to be done or material to be delivered at the Premises. Tenant shall notify Landlord of any work to be done, or building materials to be delivered to the Premises the cost of which will exceed \$1,000.00.

24. DEFINITIONS

The words "Landlord" and "Tenant" as used herein shall include their respective heirs, executors, administrators, successors, representatives, employees, assigns, invitees, agents and servants; the words "it", "he" and "him" where applicable shall apply to the Landlord or Tenant regardless of gender, number, corporate entity, trust or other entity. If more than one party executes this Lease as Tenant, the covenants, conditions and agreements of the Tenant shall be joint and several obligations of each party.

25. SEPARABILITY CLAUSE

If any provision in this Lease (or portion of such provision) or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

26. NOTICE

Any notices permitted or required under this Lease shall be in writing and, if to the Tenant, shall be sent by registered or certified mail, return receipt requested or by national carrier service with a receipt therefore, or by hand delivery with a receipt therefor to the Tenant at the Premises or to the Tenant's original address set forth in Section 1 of this Lease and, if to the Landlord, shall be sent by Certified Mail return receipt requested or by Registered Mail return receipt requested or by courier delivery with a receipt therefor to the Landlord at the Landlord's address set forth in Section 1 of this Lease, or to such other address as either party may specify to the other party hereto in the manner provided in this Section 26 for the sending of notices unless otherwise provided in this Lease. Unless otherwise specifically set forth in this Lease, notices shall be deemed to have been given upon sending.

27. COVENANT TO PAY RENT INDEPENDENT

The Parties to this Lease acknowledge that the Tenant's covenant to pay basic annual rent, additional rent and other charges under this Lease shall not be affected by any breach or default by the Landlord of any of the Landlord's obligations hereunder and that any such breach or default by the Landlord of the Landlord's obligations under this Lease shall not excuse the Tenant from making payments of rent, additional rent and other charges when due.

28. BROKERAGE

Landlord and Tenant warrant and represent to each other that they have not dealt with any broker(s) in connection with the consummation of this Lease. . The Tenant shall indemnify and hold the Landlord harmless including the Landlord's attorneys fees, costs and expenses from any claim for any commission by any broker with respect to the leasing of the Premises by the Landlord to the Tenant.

29. HOLDING OVER

Any holding over by Tenant after the expiration of the term of this Lease shall be deemed a tenancy at sufferance at one and one-half times the basic annual rent and other charges set forth in this Lease and shall otherwise be on the terms and conditions set forth in this Lease, as far as the same are applicable, except that such holding over shall be on a month-to-month basis.

30. GOVERNING LAW

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

31. LANDLORD'S EXPENSES

In case suit shall be brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any covenant herein contained on the part of Tenant to be kept or performed and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, by the Landlord including Landlord's reasonable attorneys' fees.

32. ESTOPPEL CERTIFICATE

Tenant agrees within ten (10) days after request therefor by Landlord to execute in recordable form and deliver to the Landlord a certificate in writing certifying: (a) that this Lease is in full force and effect; (b) the date of commencement of the term of this Lease; (c) that rent is paid currently without any offset or defense thereto; (d) the amount of rent if any paid in advance; and (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant provided that in fact such facts are accurate and ascertainable. Tenant's failure, refusal or neglect to provide such a certificate within the time herein provided shall constitute a default of the Tenant's obligations under this Lease. It is understood by the Tenant that the matters recited in any such certificate may be relied upon by others.

33. ATTORNMEN

Tenant agrees that in the event of a sale, transfer or assignment of the Landlord's interest in the land and Building at which the Premises are located or any part thereof, including the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord covering the land and Building at which the Premises are located or any part thereof, including the Premises, or in the event of a cancellation or termination of any ground or underlying lease covering the land and Building at which the Premises are located or any part thereof, including the Premises, to attorn to and to recognize such transferee, purchaser, ground or underlying lessor or mortgagee as Landlord under this Lease.

34. SIGNS

All signs shall be of such size, color, design and style and at such location as shall be approved by Landlord in writing. No rights are granted to Tenant to use the outer walls or the

roof of the Premises without Landlord's written consent. Landlord shall have the right to remove the signs or any of them at any time or from time to time during the term of this Lease, as may be necessary in order to paint or make any other repairs, alterations, or improvements in or upon said Premises or the Building herein same is situated, or any part thereof, providing the same be removed and replaced at Landlord's expense upon completion of said work.

Tenant shall not maintain or display any signs, lettering, or lights on the exterior of the Premises or any window thereof, which is visible from the exterior unless approved by Landlord in writing which approval shall not be unreasonably withheld. Any signs displayed on the exterior of the building by the Tenant or within the Premises which are visible from the exterior of the Premises shall comply with all applicable municipal, state and Federal laws, regulations and ordinances.

35. RULES AND REGULATIONS

Landlord may promulgate, adopt and enforce reasonable rules and regulations with respect to the land and Building and from time to time to amend or supplement said rules and regulations and the Tenant agrees to comply with such rules and regulations. Notice of such rules and regulations and amendments and supplements shall be given to Tenant and Tenant agrees to comply with and observe such rules and regulations and amendments thereto and supplements thereof.

36. TIME OF THE STRICT ESSENCE

All times set forth anywhere in this Lease shall be of the strict essence.

37. HAZARDOUS MATERIALS

The Tenant materially warrants and represents to the Landlord that no aspect of the Tenant's use of the Premises involves the storage, consumption or use of hazardous materials or oils within the meaning of M.G.L. c.21E or applicable Federal Law. In the event that at any time during the term of this Lease there is any escape or discovery of hazardous materials or oils as such hazardous materials or oils are defined by M.G.L.c.21E or applicable Federal Law occurring at the Premises or within the Building which the Premises form a part or upon the land upon which said Building is located attributable to the Tenant or Tenant's use or occupation of the Premises the Tenant shall be solely responsible for the clean-up thereof and shall indemnify and hold the Landlord harmless from any penalties, judgments, fines, damages and any and all other claims of any governmental agency, individual or entity relating to or arising from or out of directly or indirectly any such escape or discovery of hazardous materials or oils such indemnification to include the Landlord's attorney fees, costs and expenses and any clean up and disposal costs which may be assessed to or paid by the Landlord. The indemnification in this Section 37 shall survive the expiration or earlier termination of this Lease.

38. EXPANSION OF BUILDING/CHANGE OF USE

38.1 Expansion of Building

The Tenant acknowledges that the Landlord may elect to expand or remodel the Building in which the Premises are located such expansion or remodeling to include, without limitation, the construction of one or more additional stories above the existing structure of the Building. Landlord agrees that in the event of such expansion or remodeling that it shall use its best efforts not to unreasonably interfere with the Tenant's use and occupation of the Premises. The Tenant expressly acknowledges that such expansion or remodeling may require the relocation or installation of structural members of and utilities within the Premises and consents thereto so long as such relocation or installation of structural members and/or utilities do not unreasonably interfere with the Tenant's use of the Premises.

38.2 Change of Use

The Landlord may elect to change the use of the entire Building or portions thereof at any time during this Lease. In such event, the Landlord may terminate this Lease upon at least one hundred eighty (180) days prior written notice to the Tenant and the Tenant shall be responsible for the payment of all rent, additional rent and other charges due under this Lease until the Tenant vacates the Premises.

39. AMENDMENT

No amendment to or termination of this Lease shall be of any force or effect unless in writing executed by Landlord and Tenant.

40. CAPTIONS

The captions delineating the sections of this Lease are used only as a matter of convenience and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to it.

41. COUNTERPARTS

This Lease is executed in multiple counterparts each of which shall have the force and effect of an original.

42. JOINT AND SEVERAL LIABILITY

The liability of the Tenant hereunder, if more than one, shall be joint and several.

43. PERSONAL PROPERTY AT TENANT'S RISK

The Tenant agrees and understands that all of the Tenant's records, materials, fixtures, equipment, effects and property of every kind, nature and description belonging to the Tenant and to all persons claiming by, through and under the Tenant which during the term of this Lease or any extension of the term of this Lease or any occupancy of the Premises by the Tenant or any person or entity claiming by, through or under the Tenant, may be on the Premises, shall be at the sole risk and hazard of the Tenant or such person claiming by, through or under the Tenant, and if the whole or any part of such property shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, or other pipes, by theft or due to any other cause, no part of such loss or damage shall be charged to or be borne by the Landlord.

The Tenant shall be solely responsible for the maintenance of insurance on the Tenant's property located at the Premises.

44. **RELOCATION OF TENANT**

N/A

45. **JURISDICTION OF ACTIONS**

The Landlord and Tenant agree for themselves and their successors and assigns that the exclusive venue and jurisdiction of any action brought with respect to this Lease shall be in the Courts of the Commonwealth of Massachusetts, the parties further agreeing that all claims, suits and disputes relating to this Lease shall be governed by the laws of the Commonwealth of Massachusetts. It is further agreed that service of process in any such action or actions may be made in accordance with Massachusetts General Laws Chapter 223A Section 6 (the "Long Arm Statute").

46. **WHEN LEASE BECOMES BINDING**

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

47. **EXECUTION**

This Lease is executed by an officer or partner of the Landlord in his capacity as such. By the execution of this Lease, Tenant agrees that any remedy for any breaches of the Landlord's obligations shall be limited solely to the Building and land upon which the Building is located

and no trustee, beneficiary, partner, officer, director, employee or agent of the Landlord or the Landlord's successors or assigns shall ever be personally liable in any way therefor.

48. **BUILDING DIRECTORY-DELETED**

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth in the beginning of this Lease.



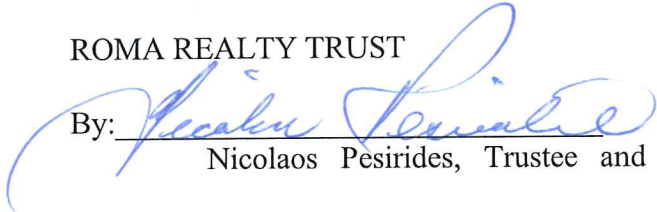
Witness

Catenna DiPascio
617-922-4372
individually

LANDLORD:

ROMA REALTY TRUST

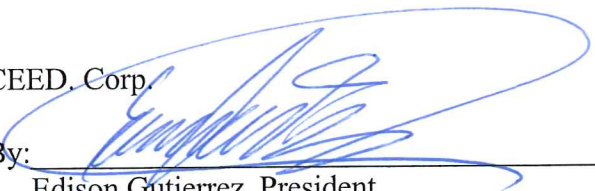
By:


Nicolaos Pesirides, Trustee and not

TENANT:

CEED, Corp.

By:


Edison Gutierrez, President



Witness

Catenna DiPascio
617-922-4372



Cesar Gutierrez, Treasurer

EXHIBIT A

PLAN OF PREMISES TO BE INSERTED HERE

GUARANTY

THIS GUARANTY ("Guaranty") dated as of November 14, 2022, is made by Edison Gutierrez of 20 Patriot Hwy Revere, MA 02151 Massachusetts and Cesar Gutierrez of 15 Nell Rd Revere, MA Massachusetts (collectively the "Guarantor"), jointly and severally, unconditionally guarantee, for the benefit of Nicolaos Peserides, Trustee of Roma Realty Trust ("Landlord"),

WHEREAS, pursuant to that certain lease (the "Lease"), dated as of the date hereof, CEED Corp. ("Tenant"), as tenant thereunder, has agreed to lease from Landlord, and Landlord has agreed to lease to Tenant, subject to the terms thereof, those certain premises located at 105 Chapel Street, Needham, Massachusetts (the "Demised Premises"), which Demised Premises is more particularly described in the Lease; and

WHEREAS, Guarantor has received, reviewed and approved the Lease and acknowledges that Landlord is not willing to enter into the Lease unless Guarantor enters into this Guaranty.

NOW THEREFORE, as a material inducement to Landlord to enter into the Lease, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Terms, Covenants and Conditions

1. Subject to the limitation set forth in Paragraph 2 below, Guarantor does hereby, on behalf of himself and his heirs, administrators, executors, successors and assigns, unconditionally and absolutely, jointly and severally, guarantee to Landlord and their heirs, executors, representatives, successors and assigns the full and timely payment, performance and observance of, and compliance with, all of the present and future terms, covenants, conditions and other obligations contained in the Lease on Tenant's part to perform, observe or comply with (such terms, covenants, conditions and other obligations being hereinafter referred to as the "Guaranteed Obligations"), without requiring any notice to Guarantor under this Guaranty of non-payment, non-performance, non-observance, or non-compliance, or proof, notice, or demand whereby to charge Guarantor therefor, all of which Guarantor hereby expressly waives, and Guarantor hereby further expressly covenants and agrees that neither the obligation nor the liability of Guarantor hereunder shall in any wise be terminated or otherwise affected, modified or impaired by reason of Landlord's assertion against Tenant of, or Landlord's failure to assert against Tenant, any of the rights or remedies available to Landlord pursuant to the Lease or allowed at law or in equity.

2. The Guaranteed Obligations and Guarantor's obligations and liabilities under this Guaranty shall include, the payment of all Rent and Additional Rent (including, in each instance, utility costs, Tenant's pro rata share of Common Area Charges, Real Estate Taxes and Insurance Costs) and all damages to which Landlord is entitled under the Lease, at law or in equity that may arise as a foreseeable or unforeseeable consequence of any non-payment, non-performance or non-observance of, or non-compliance with, any of the Guaranteed Obligations (including all reasonable attorneys' fee and disbursements and all litigation costs and expenses incurred or payable by Landlord or for which Landlord may be responsible or liable, or caused by any such non-payment, non-performance, non-observance, or non-compliance), without taking into account any modification, reduction or other limitation that may occur pursuant to any bankruptcy, insolvency, or similar proceeding affecting Tenant; provided however, that so long as no Default by Tenant shall occur during the first five years of the Lease, Guarantor's liability for any Guaranteed Obligation(s) shall be limited to the period

which expires upon the date of the expiration of the fifth (5th) year of the Lease. If a Default by Tenant shall occur during the first five years of the Lease, Guarantor's liability for any Guaranteed Obligation(s) shall continue for the entirety of the Initial Term and any extension thereto.



Edison Gutierrez



Cesar Gutierrez

EXTERIOR SEATING

COOK. Craft Kitchen + Bar

NEEDHAM MA

21 FEBRUARY 2023

Prepared for:
COOK. Craft Kitchen + Bar
109 Chapel Street
Needham, MA 02492

Architect:
Scott Melching AIA, LEED GRP
116 Arch Street
Needham MA 02492
www.scottmelchingarchitect.com



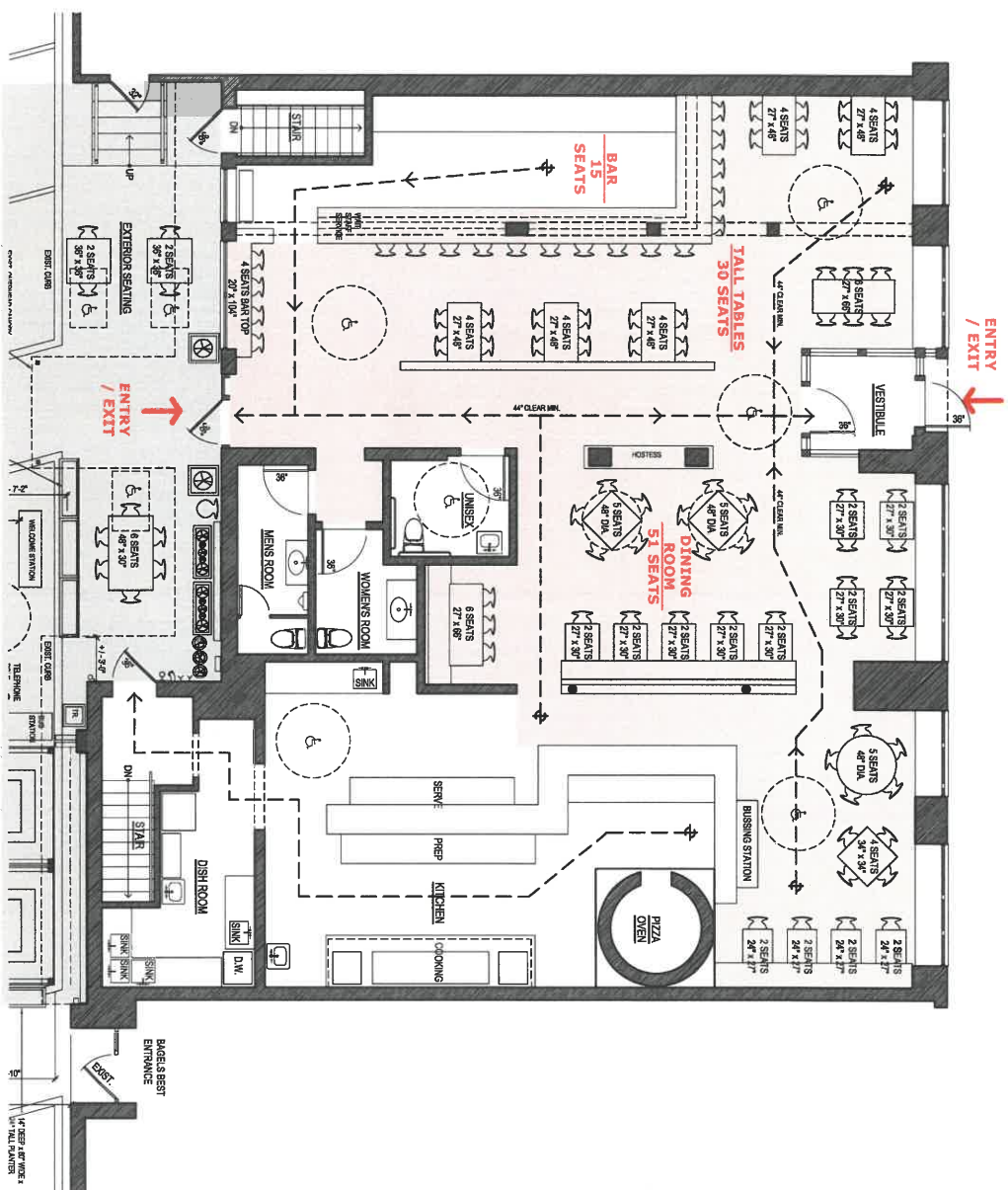
Craft Kitchen + Bar

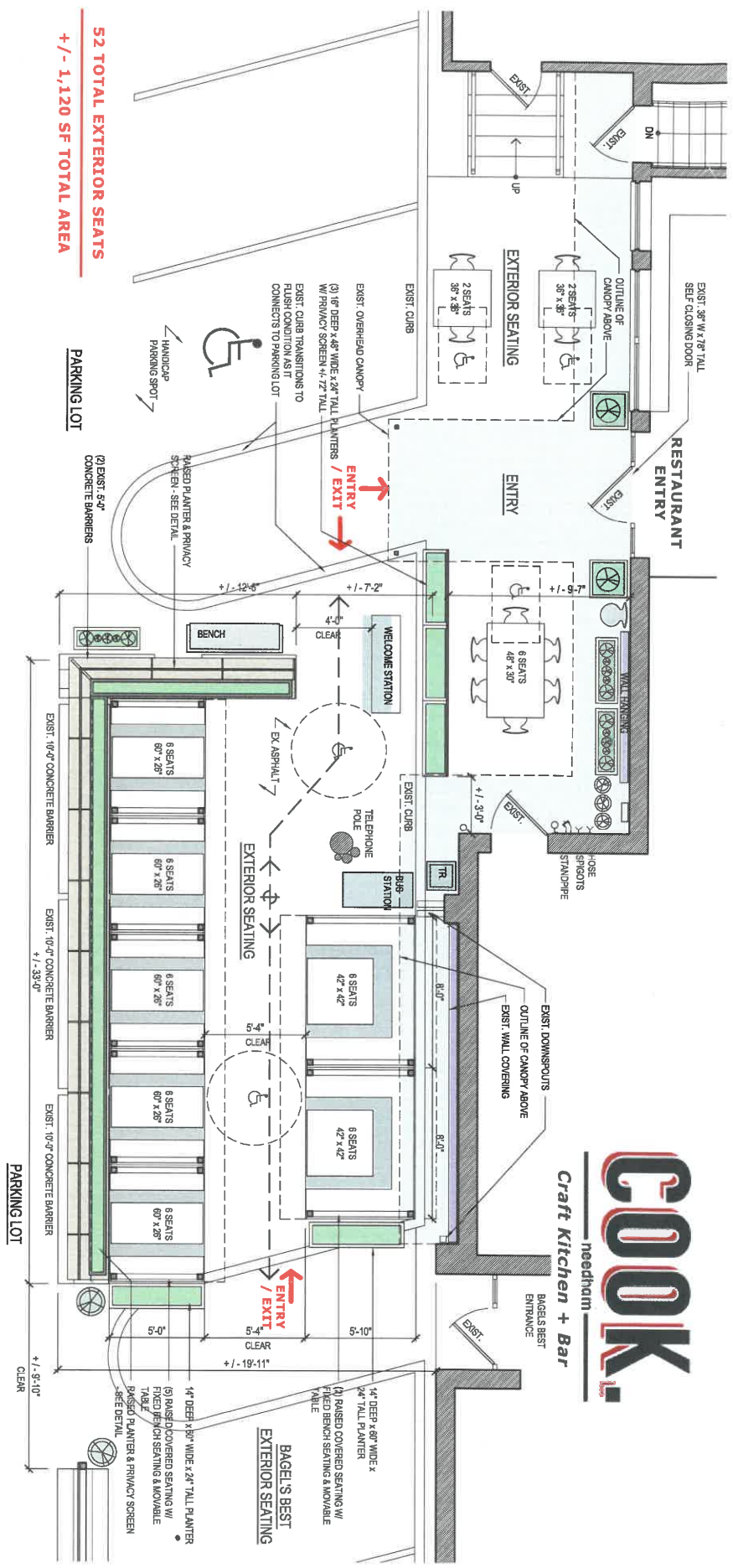
96 TOTAL INTERIOR SEATS

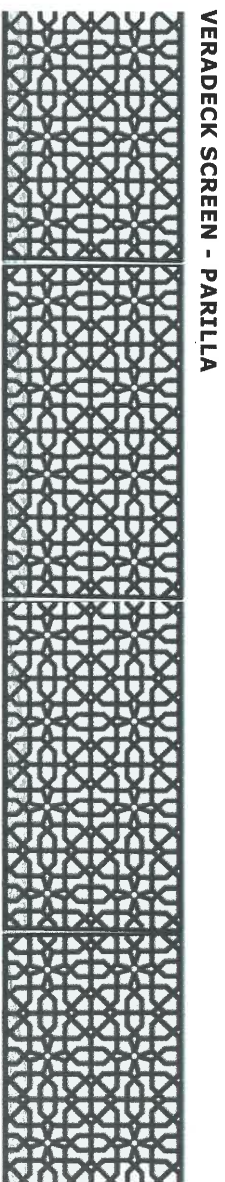
+/- 1,515 SF TOTAL AREA
(RED TONE)

PLAN PROVIDED TO VERIFY CURRENT
RESTAURANT INTERIOR SEATING LAYOUT
AND ACCESS TO EXTERIOR SEATING AREA.

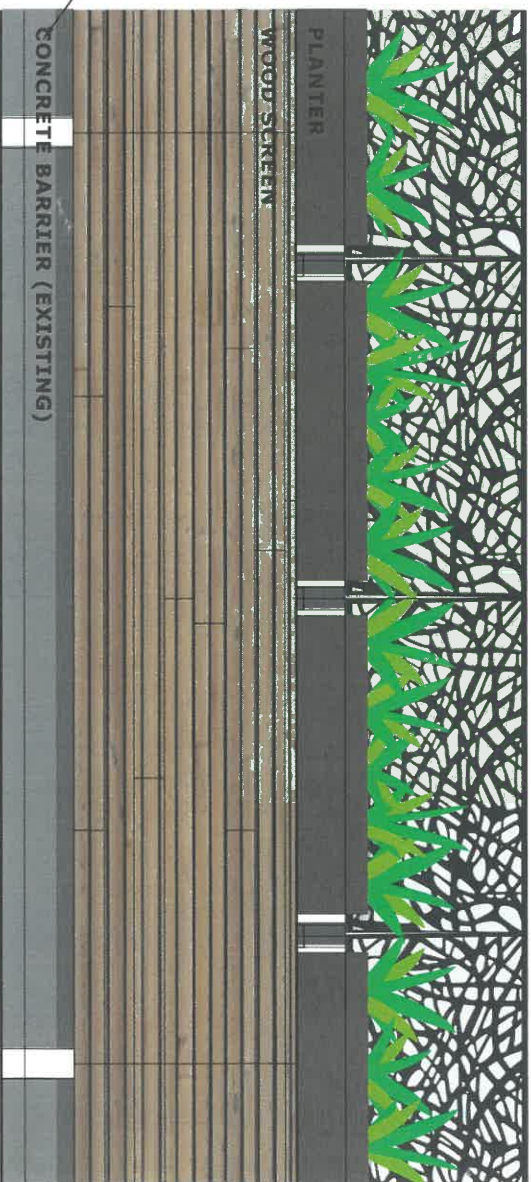
TABLE SIZES AND CHAIR LOCATIONS
SHOWN AS SURVEYED ON 11 APRIL 2023.



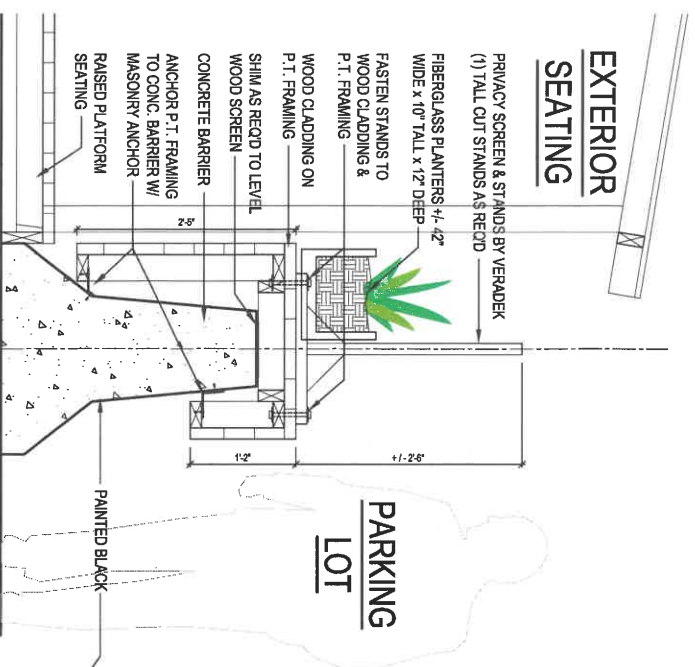




VERADECK SCREEN - WEB



INTERIOR ELEVATION



SECTION DETAIL

3 | EXTERIOR SEATING - SCREEN DETAIL AT JERSEY BARRIER

COOK. CRAFT KITCHEN + BAR | NEEDHAM MA

LEGAL NOTICE



Town of Needham SELECT BOARD

Application for an Alteration of Premises of Alcoholic Beverages License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Ceed Corp d/b/a Cook Restaurant, Deborah Paula, Manager of Record, has applied for an Alteration of Premises of a Section 12 Restaurant, All Alcoholic Beverages License at 109 Chapel Street, Needham.

IT IS ORDERED that a public hearing be held for said application at the office of the Select Board as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 23rd day of January 2024 at 6:05 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

2x4 Town of Needham - cook Alcoholic License 1-11-24

1-11-24 HTW

**109 CHAPEL STREET
300 FEET**

PARCEL ID	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP
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	C/O GREAT PLAIN ACQUISITIONS LLC	27 ELIOT ST #2	JAMAICA PLAIN	MA	02130
199/047.0-0066-0000.0	KATZ, JEFFREY A. & GARY M., TRUSTEES,	AJ REALTY TRUST	1004 GREAT PLAIN AVE	NEEDHAM	MA	02492
199/047.0-0067-0000.0	KATZ, JEFFREY A. & GARY M., TRUSTEES	AJ REALTY TRUST	1004 GREAT PLAIN AVE	NEEDHAM	MA	02492
199/047.0-0068-0000.0	1016 GREAT PLAIN AVENUE LLC		78 HANCOCK ST	BRAINTREE	MA	02184
199/047.0-0070-0000.0	THE KINGSBURY BUILDING MASTER DEED	C/O GREENE,RUBIN,MILLER & PACINO	1340 SOLDIERS FIELD ROAD	BOSTON	MA	02135
199/050.0-0004-0000.0	ROMAN CATHOLIC ARCHDIOCES OF BOSTON		1382 HIGHLAND AVE	NEEDHAM	MA	02492
199/050.0-0015-0000.0	TOPLIFF STREET ASSOCIATES LIMITED PARTN		800 BOYLSTON ST SUITE 1390	BOSTON	MA	02199
199/050.0-0022-0000.0	1478 HIGHLAND AVENUE CO., LLC	PO BOX 1159	REAL ESTATE TAX DEPARTMENT	DEERFIELD	IL	60015
199/050.0-0025-0000.0	SULLIVAN, JAMES M, TRUSTEE		78 HANCOCK ST	BRAINTREE	MA	02184
199/050.0-0026-0000.0	S-BNK NEEDHAM CENTRE, LLC		961 GREAT PLAIN AVE	NEEDHAM	MA	02492
199/051.0-0001-0000.0	TOWN OF NEEDHAM		1471 HIGHLAND AVE	NEEDHAM	MA	02492
199/051.0-0002-0000.0	1451 HIGHLAND AVE LLC		800 BOYLSTON ST STE 1390	BOSTON	MA	02199
199/051.0-0003-0000.0	ANTON, CHARLES A. TR	HIGHLAND 1433 REALTY TRUST	500 CLARK ROAD	TEWKSBURY	MA	01876
199/051.0-0004-0000.0	1401/1417 HIGHLAND AVE., LLC		43 CHARLES ST	NEEDHAM	MA	02494
199/051.0-0005-0000.0	PETRINI CORPORATION		187 ROSEMARY ST	NEEDHAM	MA	02492
199/051.0-0006-0000.0	53 CHAPEL STREET LLC		80 NEPONSET AVE	DORCHESTER	MA	02122
199/051.0-0007-0000.0	THE GATTO FAMILY LIMITED PARTNERSHIP		85 CHAPEL ST	NEEDHAM	MA	02492
199/051.0-0008-0000.0	TOWN OF NEEDHAM	PARKING LOT	1471 HIGHLAND AVE	NEEDHAM	MA	02492
199/051.0-0009-0000.0	PESIRIDIS, NICHOLAS, TRS	ROMA REALTY TRUST	PO BOX 850551	BRAINTREE	MA	02185
199/051.0-0010-0000.0	HEFFERNAN, MICHAEL A. &	HEFFERNAN, ELIZABETH A., TRS	18 GANNETT RD	NATICK	MA	01760
199/051.0-0011-0000.0	THOMAS, DINA &	THOMAS, TRIANTOS	198 CURVE ST	DEDHAM	MA	02026
199/051.0-0017-0000.0	TOWN OF NEEDHAM	PARKING LOT	1471 HIGHLAND AVE	NEEDHAM	MA	02492
199/051.0-0020-0000.0	EATON SQUARE REALTY LLC		1063 GREAT PLAIN AVE	NEEDHAM	MA	02492
199/051.0-0022-0000.0	THE NEEDHAM BANK	ATTN: ACCOUNTING DEPARTMENT	1063 GREAT PLAIN AVE	NEEDHAM	MA	02492
199/051.0-0086-0000.0	NEEDHAM BANK	ATTN: ACCOUNTING DEPARTMENT	1063 GREAT PLAIN AVE	NEEDHAM	MA	02492
199/051.0-0087-0000.0	FAN,CHING TA & MEI LING		16 CURVE ST	NEEDHAM	MA	02492
199/132.0-0001-0000.0	KATSIKARIS, GEORGE, TR	G & K REALTY TRUST	15 MANOR AVE	WELLESLEY	MA	02482
199/001.0-9999-9998.0	MASS BAY TRANSPORTATION AUTHORITY		10 PARK PLAZA	BOSTON	MA	02116
199/050.0-0014-0000.0	GEORGACOPOULOS, TASOS, TR	ARGYRIOS & SONS REALTY TRUST	165 PALMER ST	ARLINGTON	MA	02474



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

MEETING DATE: 1/23/2024

Agenda Item	DPW Update
Presenter(s)	Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Carys Lustig, Director of Public Works will provide a general update of Public Works Projects completed in the 2023 construction season and other general updates.
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: 01/23/2024

Agenda Item	Accept and Refer Zoning
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Planning Board, at its meeting of January 16, 2024, voted to place the following articles on the warrant for the May 2024 Annual Town Meeting: Article 1: Amend Zoning By-Law – Affordable Housing District; and Article 2: Amend Zoning By-Law – Map Change For Affordable Housing District. Under State law, the Select Board has 14 days to accept the proposed amendments and refer them to the Planning Board for its review, hearing, and report. The Board’s action in this matter is not discretionary.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to accept the proposed zoning articles titled, • Article 1: Amend Zoning By-Law – Affordable Housing District; and • Article 2: Amend Zoning By-Law – Map Change For Affordable Housing District for referral to the Planning Board for its review, hearing, and report.	
3.	BACK UP INFORMATION ATTACHED
a. Transmittal Letter from Lee Newman b. Proposed Warrant Articles c. M.G.L. c. 40A Section 5	



PLANNING & COMMUNITY DEVELOPMENT
PLANNING DIVISION

January 17, 2024

Ms. Kate Fitzpatrick
Town Manager
Town Hall
Needham, MA 02492

Re: Zoning Articles for 2024 Annual Town Meeting

Dear Ms. Fitzpatrick:

The Planning Board, at its meeting of January 16, 2024, voted to place the following articles on the warrant for the May 2024 Annual Town Meeting: (1) Article 1: Amend Zoning By-Law – Affordable Housing District; and (2) Article 2: Amend Zoning By-Law – Map Change For Affordable Housing District. Accordingly, please find the above-named articles as approved by the Planning Board for inclusion in the warrant of the 2024 Annual Town Meeting.

As you know, the Select Board will need to accept the articles and to then forward them to the Planning Board for review, public hearing and report. Please have the Select Board act on the enclosed articles at its next meeting of Tuesday, January 23, 2024, so that the Planning Board can meet its statutory obligations. The Planning Board plans to schedule the public hearing on the articles for Tuesday, February 27, 2024.

Should you have any questions regarding this matter, please feel free to contact me directly.

Very truly yours,

NEEDHAM PLANNING BOARD

Lee Newman

Lee Newman
Director of Planning and Community Development

cc: Planning Board

Enclosure

ARTICLE 1: AMEND ZONING BY-LAW – AFFORDABLE HOUSING DISTRICT

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

1. In Section 2.1, Classes of Districts, by adding the following term and abbreviation under the subsection Residential:

“AHD – Affordable Housing District”

2. In Section 3, Use Regulations, by inserting a new Subsection 3.16, Affordable Housing District, to read as follows:

“3.16 Affordable Housing District

3.16.1 Purpose of District

The purpose of the Affordable Housing District (hereinafter referred to as AHD) is to promote the health, safety, and general welfare of the community by encouraging the establishment of affordable housing units, while minimizing potential adverse impacts upon nearby residential and other properties.

3.16.2 Scope of Authority

The regulations of the Affordable Housing District shall govern all new construction, reconstruction, or expansion of new or existing buildings, and new or expanded uses. Provisions of Section 3.16 shall supersede those of Section 3.2 (Schedule of Use Regulations), Section 4.1.5 (Minimum Required Lot Width), Sections 4.2 through 4.11 (Dimensional Regulations) and Section 5.1.2 (Required Parking), except as otherwise specifically provided herein. The Planning Board shall be the permitting authority for any multi-family housing development in the AHD.

3.16.3 Definitions

For the purposes of this section and the Needham Zoning By-Law, the following words and phrases shall have the following meanings:

- a. AHD Project – a multi-family housing development of affordable housing units, as defined in Section 1.3 of this By-Law.
- b. Multi-family housing- a building with 3 or more residential dwelling units or 2 or more buildings on the same lot with more than 1 residential dwelling unit in each building.
- c. Site Plan Review – the Site Plan Review process as provided in Section 7.4 that an applicant must obtain for any AHD project.

3.16.4 Allowed Uses

The following uses may be constructed, maintained, and operated by right:

- a. AHD Projects, after completion of Site Plan Review as provided in Section 7.4.
- b. Accessory buildings and uses to the use allowed by right.

3.16.5 Multiple Buildings in the Affordable Housing District

More than one building may be located on a lot in the AHD as a matter of right, provided that each building and its uses complies with the requirements of Section 3.16 of this By-Law.

3.16.6 Dimensional Regulations for AHD Projects in the Affordable Housing District

- a. Minimum Lot Area (Sq. Ft.): 20,000 SF
- b. Minimum Lot Frontage (Ft.): 150 FT
- c. Minimum Front Setback¹ (Ft.): 40 FT
- d. Minimum Side Setback² (Ft.): 25 FT
- e. Minimum Rear Setback³ (Ft.): 25 FT
- f. Maximum Floor Area Ratio: .5
- g. Maximum Dwelling Units Per Acre: 25
- h. Maximum Lot Coverage: 20%
- i. Maximum Height⁴: 58 FT
- j. Maximum Number of Stories: 4

¹ The front setback shall be a landscaped, vegetative buffer area, except that driveway openings, sidewalks, walkways and screened mechanical equipment may be located in the buffer area. Additionally, parking areas may be located in the buffer area, but must be set back at least 10 feet from the front lot line, which setback shall provide a landscaped buffer.

² Parking areas must be set back at least 5 feet from a side lot line.

³ Parking areas must be set back at least 5 feet from a rear lot line.

⁴ Structures erected on a building and not used for human occupancy, such as chimneys, heating-ventilation or air conditioning equipment, solar or photovoltaic panels, elevator housings, skylights, cupolas, spires and the like may exceed the maximum building height provided that no part of such structure shall project more than 15 feet above the maximum allowable building height, the total horizontal coverage of all such structures, except roof-mounted solar energy systems, on the building does not exceed 25 percent, and all such structures are set back from the roof edge by a distance no less than their height. The Planning Board may require screening for such structures as it deems necessary. Notwithstanding the above height limitations, cornices and parapets may exceed the maximum building height provided they do not extend more than 5 feet above the highest point of the roof.

3.16.7 Parking Requirements

- a. Notwithstanding anything in the By-Law to the contrary, for AHD Projects in the Affordable Housing District, the off-street parking requirement shall be .5 parking spaces per dwelling unit.
- b. For AHD Projects in the Affordable Housing District, the requirements of By-Law Section 5.1.3, Parking Plan and Design Requirements, shall apply.

3.16.8 Site Plan Review

- a. Site plan review under Section 7.4 of the By-Law shall be completed by the Planning Board for any AHD Project prior to the filing of an application for a building permit.
 - b. For AHD Projects the site plan review filing requirements shall be those set forth in the By-Law for Major Projects as defined in Section 7.4.2.
 - c. The procedure for the conduct of site plan review for an AHD project shall be as set forth in Section 7.4.4 of the By-Law.
 - d. In conducting site plan review of an AHD project, the Planning Board shall consider the review criteria set forth in Section 7.4.6 of the By-Law.
3. In Section 7.4 Site Plan Review, Subsection 7.4.2 Definitions, by adding a new paragraph after the paragraph defining MAJOR PROJECT, to read as follows:

“In the Affordable Housing District, a MAJOR PROJECT shall be defined as any construction project which involves the construction of 10,000 or more square feet of gross floor area; or increase in gross floor area by 5,000 or more square feet; or any project which results in the creation of 25 or more off-street parking spaces; or any project that results in any new curb- or driveway-cut.”

4. In Section 7.4 Site Plan Review, Subsection 7.4.2 Definitions, by adding a new paragraph after the paragraph defining MINOR PROJECT, to read as follows:

“In the Affordable Housing District, a MINOR PROJECT shall be defined as any construction project which involves the construction of more than 5,000 but less than 10,000 square feet gross floor area; or an increase in gross floor area such that the total gross floor area after the increase is 5,000 or more square feet – and the project cannot be defined as a MAJOR PROJECT.”

Or take any other action relative thereto.

ARTICLE 2: AMEND ZONING BY-LAW – MAP CHANGE FOR AFFORDABLE HOUSING DISTRICT

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

Place in the Affordable Housing District all that land now zoned Single Residence B and General Residence lying east of Linden Street, comprising parcels 23 and 24, on Assessors Map No. 133, parcel 41 on Assessors Map No. 134, and parcel 13 on Assessors Plan No. 45. Said land is bounded and described as follows:

Beginning at a concrete bound at the northwesterly corner of the property, on the easterly side of Linden Street; Thence, S 83° 26' 20" E for a distance of 107.02 feet to an iron rod; Thence, S 82° 15' 50" E for a distance of 87.89 feet to a concrete bound; Thence, S 08° 56' 11" W for a distance of 328.80 feet to a point; Thence, S 42° 44' 39" E for a distance of 159.58 feet to a point; Thence, S 23° 11' 00" W for a distance of 275.88 feet to a point; Thence, S 14° 57' 44" W for a distance of 199.48 feet to a point; Thence, S 86° 04' 45" E for a distance of 59.86 feet to a point; Thence, S 88° 37' 00" E for a distance of 37.49 feet to a point; Thence, S 86° 19' 44" E for a distance of 140.96 feet to a point; Thence, S 86° 19' 44" E for a distance of 26.25 feet to a point; Thence, along a curve turning to the right, having a radius of 2817.93 feet, a distance of 716.25 feet to a point; Thence, S 37° 38' 40" W for a distance of 530.86 feet to a point; Thence, N 52° 24' 02" W for a distance of 175.47 feet to a point; Thence, N 74° 08' 46" W for a distance of 39.96 feet to a point; Thence, N 21° 18' 16" E for a distance of 70.00 feet to a point; Thence, N 72° 56' 42" E for a distance of 165.00 feet to a point; Thence, N 59° 35' 49" E for a distance of 116.66 feet to a point; Thence, N 40° 49' 41" E for a distance of 118.66 feet to a point; Thence, N 21° 56' 08" E for a distance of 118.67 feet to a point; Thence, N 02° 41' 11" E for a distance of 122.65 feet to a point; Thence, N 09° 25' 32" W for a distance of 271.23 feet to a point; Thence, N 43° 37' 54" E for a distance of 103.44 feet to a point; Thence, N 20° 01' 11" E for a distance of 112.07 feet to a point; Thence, N 86° 04' 45" W for a distance of 22.72 feet to a point; Thence, N 78° 30' 10" W for a distance of 108.86 feet to a point; Thence, N 10° 27' 40" E for a distance of 823.79 feet to a point; Thence N 08° 57' 40" E a distance of 71.55 feet to the point of beginning.

Said parcel contains four hundred seventy-nine thousand two hundred fifty-four square feet more or less (479,254± S.F.)

Or take any other action relative thereto.

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40A** ZONING**Section 5** ADOPTION OR CHANGE OF ZONING ORDINANCES OR BY-LAWS; PROCEDURE

Section 5. Zoning ordinances or by-laws may be adopted and from time to time changed by amendment, addition or repeal, but only in the manner hereinafter provided. Adoption or change of zoning ordinances or by-laws may be initiated by the submission to the city council or board of selectmen of a proposed zoning ordinance or by-law by a city council, a board of selectmen, a board of appeals, by an individual owning land to be affected by change or adoption, by request of registered voters of a town pursuant to section ten of chapter thirty-nine, by ten registered voters in a city, by a planning board, by a regional planning agency or by other methods provided by municipal charter. The board of selectmen or city council shall within fourteen days of receipt of such zoning ordinance or by-law submit it to the planning board for review.

No zoning ordinance or by-law or amendment thereto shall be adopted until after the planning board in a city or town, and the city council or a committee designated or appointed for the purpose by said council has each held a public hearing thereon, together or separately, at which interested persons shall be given an opportunity to be heard. Said public hearing shall

be held within sixty-five days after the proposed zoning ordinance or by-law is submitted to the planning board by the city council or selectmen or if there is none, within sixty-five days after the proposed zoning ordinance or by-law is submitted to the city council or selectmen. Notice of the time and place of such public hearing, of the subject matter, sufficient for identification, and of the place where texts and maps thereof may be inspected shall be published in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of said hearing, and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of said hearing. Notice of said hearing shall also be sent by mail, postage prepaid to the department of housing and community development, the regional planning agency, if any, and to the planning board of each abutting city and town. The department of housing and community development, the regional planning agency, the planning boards of all abutting cities and towns and nonresident property owners who may not have received notice by mail as specified in this section may grant a waiver of notice or submit an affidavit of actual notice to the city or town clerk prior to town meeting or city council action on a proposed zoning ordinance, by-law or change thereto. Zoning ordinances or by-laws may provide that a separate, conspicuous statement shall be included with property tax bills sent to nonresident property owners, stating that notice of such hearings under this chapter shall be sent by mail, postage prepaid, to any such owner who files an annual request for such notice with the city or town clerk no later than January first, and pays a reasonable fee established by such ordinance or by-law. In cases involving boundary, density or use changes within a district, notice shall be sent to any such nonresident property owner who has filed such a request with the city or town clerk and whose property lies in the district where the change is

sought. No defect in the form of any notice under this chapter shall invalidate any zoning ordinances or by-laws unless such defect is found to be misleading.

Prior to the adoption of any zoning ordinance or by-law or amendment thereto which seeks to further regulate matters established by section forty of chapter one hundred and thirty-one or regulations authorized thereunder relative to agricultural and aquacultural practices, the city or town clerk shall, no later than seven days prior to the city council's or town meeting's public hearing relative to the adoption of said new or amended zoning ordinances or by-laws, give notice of the said proposed zoning ordinances or by-laws to the farmland advisory board established pursuant to section forty of chapter one hundred and thirty-one.

No vote to adopt any such proposed ordinance or by-law or amendment thereto shall be taken until a report with recommendations by a planning board has been submitted to the town meeting or city council, or twenty-one days after said hearing has elapsed without submission of such report. After such notice, hearing and report, or after twenty-one days shall have elapsed after such hearing without submission of such report, a city council or town meeting may adopt, reject, or amend and adopt any such proposed ordinance or by-law. If a city council fails to vote to adopt any proposed ordinance within ninety days after the city council hearing or if a town meeting fails to vote to adopt any proposed by-law within six months after the planning board hearing, no action shall be taken thereon until after a subsequent public hearing is held with notice and report as provided.

No zoning ordinance or by-law or amendment thereto shall be adopted or changed except by a two-thirds vote of all the members of the town council, or of the city council where there is a commission form of government or a single branch, or of each branch where there are two branches, or by a two-

thirds vote of a town meeting; provided, however, that if in a city or town with a council of fewer than twenty-five members there is filed with the clerk prior to final action by the council a written protest against such change, stating the reasons duly signed by owners of twenty per cent or more of the area of the land proposed to be included in such change or of the area of the land immediately adjacent extending three hundred feet therefrom, no such change of any such ordinance shall be adopted except by a three-fourths vote of all members.

No proposed zoning ordinance or by-law which has been unfavorably acted upon by a city council or town meeting shall be considered by the city council or town meeting within two years after the date of such unfavorable action unless the adoption of such proposed ordinance or by-law is recommended in the final report of the planning board.

When zoning by-laws or amendments thereto are submitted to the attorney general for approval as required by section thirty-two of chapter forty, he shall also be furnished with a statement which may be prepared by the planning board explaining the by-laws or amendments proposed, which statement may be accompanied by explanatory maps or plans.

The effective date of the adoption or amendment of any zoning ordinance or by-law shall be the date on which such adoption or amendment was voted upon by a city council or town meeting; if in towns, publication in a town bulletin or pamphlet and posting is subsequently made or publication in a newspaper pursuant to section thirty-two of chapter forty. If, in a town, said by-law is subsequently disapproved, in whole or in part, by the attorney general, the previous zoning by-law, to the extent that such previous zoning by-law was changed by the disapproved by-law or portion thereof, shall be deemed to have been in effect from the date of such vote. In a municipality which is not required to submit zoning ordinances to the

attorney general for approval pursuant to section thirty-two of chapter forty, the effective date of such ordinance or amendment shall be the date passed by the city council and signed by the mayor or, as otherwise provided by ordinance or charter; provided, however, that such ordinance or amendment shall subsequently be forwarded by the city clerk to the office of the attorney general.

A true copy of the zoning ordinance or by-law with any amendments thereto shall be kept on file available for inspection in the office of the clerk of such city or town.

No claim of invalidity of any zoning ordinance or by-law arising out of any possible defect in the procedure of adoption or amendment shall be made in any legal proceedings and no state, regional, county or municipal officer shall refuse, deny or revoke any permit, approval or certificate because of any such claim of invalidity unless legal action is commenced within the time period specified in sections thirty-two and thirty-two A of chapter forty and notice specifying the court, parties, invalidity claimed, and date of filing is filed together with a copy of the petition with the town or city clerk within seven days after commencement of the action.



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

MEETING DATE: 1/23/2024

Agenda Item	Removal of the Fire Department from Civil Service
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town and the Fire Union reached agreement on a plan to remove the Town from the Civil Service hiring system. The May 8, 2023 Special Town Meeting unanimously approved a home rule petition to seek legislative approval to exit the system. The Legislature has not acted on this petition. Because the Town of Needham elected to participate in the Civil Service program by way of the vote of the residents at the ballot, the Town may exit the Civil Service system in that same manner. Given the importance of recruiting qualified applicants for the role of firefighter, the Town Manager and the Fire Chief recommend that the Board proceed to seeking approval of this initiative by the voters.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to place the following question on the ballot for the 2024 Annual Town Election. Shall the Town of Needham revoke its acceptance of Chapter 31 of the General Laws relative to the Fire Department, and thereby remove the Fire Department from Civil Service? YES _____ NO _____	
3.	BACK UP INFORMATION ATTACHED
a. Town Counsel's draft summary of the question to appear on the ballot.	

Fair and Concise Summary

The members of the Fire Department were placed within the Massachusetts civil service system when the Town voted at the March 5, 1956 Annual Town Election to accept the provisions of Chapter 31 of the General Laws with reference to permanent members of the fire force of the Town of Needham so that said members shall be subject to the provisions of Chapter 31 of the General Laws (Civil Service) and the rules established thereunder.

The Town and the Needham Fire Union recently reached agreement to remove the Fire Department from civil service, to allow for the use of a locally created recruitment system, to select candidates based on criteria in addition to exam scores, and to expand the pool of qualified candidates available for hiring. Upon removal from civil service, a human resources policy will govern hiring of entry level officers, and the collective bargaining agreement established a replacement promotional process.

The May 8, 2023 Special Town Meeting voted to support the removal of the Fire Department from the civil service system. Massachusetts General Laws c. 4, §4B states that a town may revoke its acceptance of a law in the same manner that the law was originally accepted. Accordingly, withdrawing the Fire Department from civil service requires approval of the voters at the ballot. The Town voted to remove the Police Department from civil service at the April 11, 2023 election.

A yes vote on Question ____ would remove the members of the Fire Department from civil service and provide local control over the recruitment and promotion of personnel.

A no vote on Question ____ would result in no change to the civil service status of the Fire Department and the recruitment and promotion of personnel would remain under state regulation and control.



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

MEETING DATE: 1/23/2024

Agenda Item	RTS Services for Low Income Households and Residents Impacted by Locally Declared Emergencies
Presenter(s)	Kate Fitzpatrick, Town Manager Carys Lustig, Director of Public Works

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager and Director of Public Works will present a proposed revision to the policy governing RTS services for low-income households. The draft policy updates the procedures for distribution of Pay-as-You-Throw bags, and expands services to residents impacted by locally declared emergencies such as floods. Under the proposal, the Town Manager would be authorized to waive over-the-scale or other bulky item fees for residents with residential stickers who are impacted by locally declared emergencies; and Department of Public Works/RTS staff may be assigned to pick-up household debris related to a locally declared emergency. There will be no fee for this service. Town staff presented the draft policy to the Select Board at its January 9, 2024 meeting.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board adopt the proposed update to SB-FIN-004 “RTS Services for Low Income Households and Residents Impacted by Locally Declared Emergencies”.	
3.	BACK UP INFORMATION ATTACHED
a. Draft Policy SB-FIN-004: RTS Services for Low Income Households and Residents Impacted by Locally Declared Emergencies b. Current Policy BOS-FIN-004: Distribution of RTS Stickers and Pay-Per-Throw Bags to Low Income Households	

Town of Needham Select Board

Policy Number:	SB-FIN-004
Policy:	RTS Services for Low Income Households and Residents Impacted by Locally Declared Emergencies
Date Approved: Revised:	October 27, 1998 June 24, 2008 August 17, 2010 January 23, 2024
Approved:	

Policy:

The policy of the Needham Select Board is to provide free Recycling and Transfer Station (RTS) vehicle stickers and Pay-As-You-Throw (PAYT) bags for the Town's trash disposal program to low-income households which meet financial need guidelines established by the Health & Human Services Department. The policy of the Board is to waive certain fees for residents impacted by locally declared emergencies.

Procedure/PAYT Bags:

Pay-As-You-Throw (PAYT) bags shall be made available to individuals/households, without charge, in the following manner:

1. The individual receiving the bags must be a resident of Needham.
2. Determination of need shall be made by the Aging Services Division, or the Public Health Division designated staff persons based on departmental financial need guidelines.
3. The Public Health Division and Aging Services Division will maintain PAYT bag inventory in a secure location and will track all distributions.
4. The Public Health Division and Aging Services Division will report to the Deputy Town Manager/Director of Finance the number of free bags distributed at least quarterly. This information will be used to track the overall sale and distribution of PAYT bags.

Procedures/Emergency Services:

Needham residents who have a residential sticker and who incur losses due to a locally declared emergency *may* be eligible for the following services.

1. The Town Manager is authorized to waive over-the-scale or other bulky item fees for residents with residential stickers who are impacted by locally declared emergencies.

2. Department of Public Works/RTS staff may be assigned to pick-up household debris related to a locally declared emergency. There will be no fee for this service.

DRAFT

Town of Needham Board of Selectmen

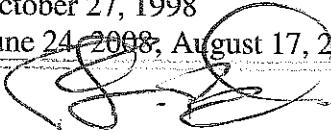
Policy Number: BOS-FIN-004

Policy: Distribution of RTS Stickers and Pay-Per Throw Bags to Low Income Households

Date Approved: October 27, 1998

Date Revised: June 24, 2008, August 17, 2010

Approved:

 Chairman, Board of Selectman

Policy: It shall be the policy of the Needham Board of Selectmen to provide free Recycling and Transfer Station (RTS) vehicle stickers and pay-per-throw (PPT) bags for the Town's trash disposal program to low income households which meet the financial need guidelines established below.

Guidelines: An RTS vehicle sticker and pay-per-throw bags shall be made available to individuals/households, without charge, who meet the following criteria:

1. The individual requesting a free RTS vehicle sticker or (PPT) bags is a resident of Needham. RTS vehicle stickers and PPT bags will only be distributed *upon request* of the eligible individual. Determination of need shall be made by the Needham Council on Aging or the Needham Health Department social worker/staff person. If, in the opinion of the social worker/staff person, a person should avail themselves of this program, it may be offered.
2. The family income is: a) less than 200 percent of the poverty level, as established by the U.S. Department of Health and Human Services, or b) the family is receiving assistance through some type of federal or state program for low income families (i.e. fuel assistance, food stamps, free or reduced priced meals for the school lunch program).
3. The distribution of a RTS vehicle sticker or PPT bags to other eligible individuals not meeting the above criteria will be allowed with the advance written approval of the Town Manager or his/her designee, if in his/her opinion, short-term circumstances (e.g., temporary economic dislocation or other similar condition) of the applicant warrants special consideration.

Distribution Procedure: RTS vehicle stickers or PPT bags will be distributed in the following manner to individuals/families meeting the guidelines established above:

1. The Health Department and the Council on Aging will distribute RTS vehicle stickers and PPT bags directly to clients meeting the above income criteria.

2. One RTS vehicle sticker shall be distributed annually. The distribution of PPT bags will be limited to one, ten-pack of bags (either size) every two months, unless a more frequent distribution is approved by the Town Manager. PPT bags are to be used only for the waste generated by the recipient's household.
3. On a monthly basis, the Health Department and Council on Aging will report to the Assistant Town Manager/Director of Finance the number of free bags distributed. This information will be used to track the overall sale and distribution of RTS vehicle stickers and PPT bags.

Fiscal Impact: RTS vehicle stickers and PPT bags distributed free to low income individuals/families will be funded through DEP grant funds (MRIP) received by the Town. If these funds are not available, the cost of this program will be calculated into the overall program cost (RTS enterprise fund budget) when establishing the fiscal year budget and fees.



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

MEETING DATE: 1/23/2024

Agenda Item	Amended Community Benefit Agreement – Sira Naturals Inc
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Town Manager will discuss a proposed amended Community Benefit Agreement (CBA) between the Town and Sira Naturals, Inc. The purpose of this proposal is to bring the CBA Community Impact Fees in conformity with amendments to Massachusetts General Law that have occurred following the signing of the initial CBA.
2.	VOTE REQUIRED BY SELECT BOARD
	Suggested Motion: Move that the Select Board approve and sign the amended Community Benefit Agreement between the Town of Needham and Sira Naturals, Inc.
3.	BACK UP INFORMATION ATTACHED
	a. Memorandum from Town Counsel b. Draft Amended CBA c. Payment History

January 16, 2024

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

**Re: SIRA Naturals Community Benefit Agreement
Explanation of Proposed Revisions**

Dear Select Board Members:

Sira Naturals, Inc. (“Sira”) is the operator of the medical marijuana dispensary located at 29 Franklin Street. The Town and Sira are parties to a Community Benefit Agreement that was first signed on June 14, 2016 and subsequently amended on September 28, 2021.¹ Sira has approached the Town about revising this agreement in response to recent changes to Massachusetts law.

The Town Manager, Deputy Town Manager/Director of Finance, and I met with representatives of Sira to discuss their requested changes, and I have subsequently worked through revisions to the agreement with Sira’s counsel. For the reasons discussed below, I recommend that the Select Board approve and sign the revised Community Benefit Agreement to bring it in line with the recent changes to Massachusetts law.

1. Recent Changes in the Law.

Massachusetts law has always allowed for cities and towns to enter into host community agreements (“HCAs”) with medical and adult use marijuana establishments that operate within their boundaries. The law concerning HCAs was recently overhauled by Chapter 180 of the Acts of 2022, *An Act Relative to Equity in the Cannabis Industry*, and new regulations promulgated by the Cannabis Control Commission (“CCC”) that became effective on October 27, 2023.

The most significant changes to the law are as follows:

- HCAs may provide for a marijuana establishment to pay a community impact fee to the town, provided that the fee must be reasonably related to the actual costs that the establishment imposes upon the town.

¹ The Amendment to the Community Benefit Agreement changed the name of the operator from Sage Cannabis, Inc. to Sira Naturals, Inc., and changed the timing of Sira’s Annual Payment to the Town.

- The town must document any costs that it seeks to recover from the establishment as a community impact fee, and it must serve documentation of those costs to the establishment no later than 1 month after the establishment annually renews its license with the CCC.
- HCAs cannot require that a marijuana establishment pay a particular percentage of its total or gross sales as its community impact fee.
- The total costs to be recovered as a community impact fee cannot, under any circumstances, amount to more than 3% of the establishment's gross sales.
- HCAs cannot include any community impact fee after an establishment has been in operation for eight years.
- HCAs cannot include any additional payment, above and beyond the documented, cost-based community impact fee described above, regardless of how those additional payments may be characterized in the agreement. For example, an HCA cannot contain an agreement by the establishment to provide voluntary charitable contributions to organizations within a town.
- The CCC now reviews all HCAs when the establishment's license is renewed each year, and it will notify the establishment and the town of any deficiencies under state law. Until the recent changes in the law, the CCC had no oversight over local HCAs.

M.G.L. c.94G, §3.

2. The Existing Community Benefit Agreement with Sira.

The existing Community Benefit Agreement is inconsistent with the new law relative to HCAs in several respects. The agreement requires Sira to pay 3% of its gross sales or \$100,000, whichever is greater, to the Town every year. The agreement does not require that this payment be linked to the Town's costs, and the agreement does not require the Town to track its costs or share them with Sira. The agreement provides that the Town may use the payments in its "sole and absolute discretion." The agreement does not provide that the annual payment will end after Sira has operated for 8 years; in fact the agreement does not contain any expiration date for the annual payment.

These terms were not unusual for an agreement that was created in 2016, before the new changes in law went into effect. The payment of a flat 3% fee, for example, was fairly common in HCAs between towns and marijuana establishments. Nonetheless, the new law does apply to older HCAs, and cities and towns across Massachusetts have therefore been required to revisit their

existing agreements and revise any terms that go above and beyond what is currently allowed. This is what has prompted Sira to approach the Town about revising the agreement.

3. Proposed Changes to the Community Benefit Agreement with Sira.

The revised Community Benefit Agreement that is being proposed to the Select Board still provides for payment of a community impact fee, but it has been restructured as compared to the annual fee included in the original agreement. The revised agreement requires Sira to make a community impact payment, provided (1) that Town has incurred actual costs reasonably related to the operation of the facility, and (2) sends Sira an invoice appropriately documenting those costs. The revised agreement states that if the Town seeks to collect these costs, it will submit an invoice to SIRA annually. Sira then has an opportunity to dispute the costs, and the maximum potential cost is capped at 3% of Sira's gross sales. The agreement provides that the community impact fee will lapse after expiration of SIRA's eighth year of operation (which is January 31, 2026).

Therefore, instead of having Sira make a payment annually to the Town as a matter of course, the Town will have the opportunity to recover its actual costs, and the burden of documenting and properly invoicing those costs. It is my expectation that the costs to be recovered under the revised agreement will be minimal, if there are any at all: As far as I am aware, the Town has not incurred any readily documented costs based on Sira's operation over the last several years.

The key change in the revised Community Benefit Agreement is to the community impact fee. Other parts of the original agreement will remain in place, with minor revisions. In these other sections, Sira agrees that it will pay all generally occurring municipal charges (i.e. water, sewer), coordinate with the Police Department on security matters, comply with local rules and regulations, and waive any right it may otherwise enjoy to establish an adult-use dispensary at the premises.

4. Conclusion.

The changes that are included in the proposed amendment are less advantageous to the Town than the terms included in the original agreement. However, the recent changes in the law are clear: The provisions of the original Community Benefit Agreement pertaining to the community impact fee are inconsistent with the new law. These provisions have become unenforceable, and they will trigger review by the CCC when SIRA next renews its license. The prudent course of action is to revise the agreement now, in order to bring it in line with the recent updates to Massachusetts law.

Please let me know if I can provide any additional information or answer any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christopher H. Heep", with a stylized flourish at the end.

Christopher H. Heep

cc: K. Fitzpatrick
D. Davison
K. King

Exhibit A
Amended Community Benefit Agreement

**COMMUNITY BENEFIT AGREEMENT
BETWEEN THE TOWN OF NEEDHAM
AND SIRA NATURALS, INC.**

THIS COMMUNITY BENEFIT AGREEMENT (this “Agreement”) is entered into this ____ day of _____ by and between the TOWN OF NEEDHAM, a Massachusetts municipal corporation with a principal address of 1471 Highland Avenue, Needham, MA 02492 (the “Town”), and Sira Naturals, Inc., and doing business as Ayr (the “Operator”) formerly known as Sage Cannabis, Inc., a Massachusetts corporation with a principal address of 9 Industrial Road, Milford, MA 01757;

WHEREAS, the Operator is a duly licensed Medical Marijuana Treatment Center (“MTC”), located at 29-37 Franklin Street, Needham (the “Facility”) in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the “Commission”);

WHEREAS, the Operator commenced operations at the Facility on January 31, 2018 (the “Commencement Date”); and

WHEREAS, the Town and the Operator are parties to the Community Benefit Agreement dated June 14, 2016, and amended on September 28, 2021, (the “CBA”); and

WHEREAS, the Parties wish to enter into a further agreement to bring the CBA Annual Payment contributions (hereinafter the “Community Impact Fees”) in conformity with updates to applicable law, M.G.L. c. 94G and 94I, as amended by Chapter 180 of the Acts of 2022, and 935 CMR 501.180.

NOW THEREFORE, in consideration of the provisions of this Agreement, the Parties agree as follows:

1. Community Impact Fee

(a) The Town shall annually transmit to Operator an invoice for any costs it has incurred that are reasonably related to the operation of the Facility (the “Community Impact Fee”). The Town shall transmit any such invoice no later than 1 month after the anniversary of the date the Operator received final licensure from the Commission, which anniversary date is January 31, 2018. All one-year invoice periods shall be consistent with the anniversary of the Operator’s final license date. Each or any cost shall be documented in an itemized invoice consistent with the form and manner determined by the Commission. Notwithstanding the foregoing, the Town may elect not to charge a Community Impact Fee in any particular year.

(b) The Community Impact Fee shall not include any additional payments or obligations, including, but not limited to: monetary payments, in-kind contributions, and charitable contributions by the Operator to the Town or any other organization, and shall not amount to more than 3 per cent of the gross sales of the Facility located in the Town. Nothing in this section shall preclude the Operator from voluntarily providing organizations with monetary payments, in-kind contributions, and charitable contributions after the execution of the Agreement; provided, however, that it shall not include a promise to the Town to make a future monetary payment, in-kind contribution, or charitable contribution, and that any such voluntary payments shall not count against the maximum 3 per cent threshold noted above.

(c) The Operator shall submit the Town's invoice of claimed Community Impact Fees and any supporting documentation, if applicable, to the Commission within 30 days of receipt. The Operator shall pay any undisputed Community Impact Fee no later than the end of the current fiscal year or within 90 days of the date of the Commission's Community Impact Fee certification, whichever is later. To the extent Operator disputes any portion of a Community Impact Fee certified by the Commission, it may pursue remedies as provided for in the Commission's regulations, 935 CMR 501.180(4)(c)4.

(d) No agreement to make Community Impact Fee payments for purposes of this section shall be effective after the Facility's eighth year of operation, which the parties agree began on January 31, 2018 and shall conclude on January 31, 2026, except to the extent that the invoicing, certification, payment and/or dispute resolution related to Community Impact Fees for the eighth year of operation result in the fee becoming payable in the ninth year or thereafter.

(e) No provision under this agreement shall prevent the Town from electing to waive the host community agreement requirement at any time as provided by law.

2. Generally Occurring Fees

At all times during the term of this Agreement, property, both real and personal, owned or operated by the Operator shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Operator or by its landlord, and the Operator shall not challenge the taxability of such property and shall not submit an application for any statutory exemption from such taxes, which shall not preclude an application for an abatement by the Landlord. The Operator further agrees to pay such water and sewer use charges as shall be assessed by the municipality, subject to the right of the Operator or the Landlord to dispute such charges as may be provided by law.

3. Sales Taxes

The Town reserves the right to collect sales taxes, or similar transactional taxes, from the Operator, in the event that such collections are authorized by law during the term of this Agreement. The payment of any such taxes described in this Section shall be in addition to the payments made by the Operator under Section 1 of this Agreement.

4. Security & Operations

(a) The Operator shall maintain a cooperative relationship with the Needham Police Department, including but not limited to attending periodic meetings to review operational concerns, cooperation in investigations, and communication to the Needham Police Department of any suspicious activities at or in the Facility location. In addition, the Operator will make the same video feeds and records that are available to the Commission available to the Needham Police Department. The Operator agrees to monitor security at the premises and schedule one security personnel during posted hours of operation.

(b) Pursuant to Commission regulations concerning Patient Allotment, the Operator agrees to limit daily sales to no more than the Registered Qualified Patients 60-day supply as prescribed by a Certifying Healthcare Provider.

7. Term and Termination

(a) This Amended Agreement shall take effect upon execution by the Parties. This Amended Agreement shall continue in effect for so long as Operator operates the Facility or any similar Facility within the Town, provided that Operator's obligation to make payment of the Town's documented costs reasonably related to operation of the Facility pursuant to Section I shall expire upon payment (or non-collection) of any such costs incurred during the Facility's eighth year of operation.

(b) For determination of the above eight-year term, the parties agree that the date of commencement of operation at the Needham facility is January 31, 2018 and that its eighth year of operation will conclude on January 31, 2026.

(c) At the conclusion of the term of this Agreement, the parties may elect to renegotiate a new Host Community Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced, or, the Town may elect to waive the Host Community requirement and shall submit to the Commission a written waiver executed by the Town and the Operator in accordance with M. G. L. c. 94G, § 3(d)(4).

(d) In the event Operator no longer does business in the Town or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void.

8. Registration Contingency

The obligations of the Operator and the Town recited herein are specifically contingent upon the Operator's maintaining the minimum requirements for state licensure by the Commission and the Operator's receipt of any and all necessary local approvals to locate, occupy, and operate an MTC dispensing facility in the Town.

9. Compliance with Legal Requirements

The Operator shall comply with all laws, rules, regulations and orders applicable to the operation of an MTC, including the bylaws and regulations of the Town, provided they are not unreasonably impracticable within the meaning of applicable regulations, and are not in conflict with Chapter 94G, or regulations made pursuant to Chapter 94G, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of an MTC. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning By-laws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, By-laws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the MTC dispensing facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its MTC dispensing facility for violation of the terms of said permits and approvals or said statutes, By-laws, and regulations.

10. Recreational Use of Marijuana Waiver Provision

By signing this Agreement, Operator hereby agrees to waive any rights it has or may have in the future to sell adult-use marijuana in the Town of Needham without first obtaining approval from the Town of Needham Board of Selectmen (the "Board").

11. Notices

Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.

For the Town:

Town Manager
1471 Highland Avenue
Needham, MA 02492

For the Operator:

Alycia DeAngelis
Sira Naturals, Inc. d/b/a Ayr
9 Industrial Road
Milford, MA 01757

12. Binding Effect

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Operator shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Waiver

The obligations and conditions set forth in this Agreement may be waived only by means of a written document signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment

This Agreement may only be amended by a written document duly executed by both of the Parties. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.

15. Headings

The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

16. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained in this Agreement.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

18. Entire Agreement

This Agreement, including all documents incorporated by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto set their hands and seals on this _____ day of _____, 2024.

TOWN OF NEEDHAM

OPERATOR

Select Board

Marianne Cooley, Chair

Louis F. Karger, Director
Sira Naturals, Inc. d/b/a Ayr
Duly Authorized

Kevin Keane, Vice Chair

Catherine Dowd

Heidi Frail

Marcus Nelson

Sira Naturals Payment History					
Calendar Year	Payment Date	Audit Procedures Report	Initial Amount	Adjustment	Final Amount
2018	3/11/2019	12/31/2018	\$100,000	\$0.00	\$100,000.00
2019	6/1/2020	12/31/2019	\$135,685	\$0.00	\$135,685.23
2020	3/19/2021	12/31/2020	\$263,488	\$0.00	\$263,487.84
2021	5/6/2022	4/28/2022	\$228,025		\$228,025.04



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

MEETING DATE: 1/23/2024

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will provide the Board with an update on ARPA spending, commitments, grants, and projects, and will recommend that the Board approve certain transfers within spending categories: Grants: (\$1,225) Public Art: \$17,500 Not Yet Assigned: (\$16,275)	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board vote to approve the revision of the ARPA Proposed Budget.	
3.	BACK UP INFORMATION ATTACHED
a. January 23 Update to ARPA Proposal Budget with Expended Balances dated December 29, 2023	

ARPA Proposal Budget with Expended Balance

Category	Description	State/County	Budget	Adjusted Budget	Total Expended	Unexpended	Encumbered	Uncommitted Balance
COVID-19 Direct Impact	Contact Tracers	State	\$60,000.00	\$23,910.00	\$23,910.00	\$0.00	\$0.00	\$0.00
	Epidemiologist	State	\$140,000.00	\$216,077.47	\$140,616.36	\$75,461.11	\$75,461.11	\$0.00
	Public Health Nurse	State	\$160,000.00	\$279,083.00	\$162,005.25	\$117,077.75	\$117,077.75	\$0.00
	Mental & Behavioral Health Staffing	State	\$190,000.00	\$265,548.00	\$169,124.64	\$96,423.36	\$96,423.36	\$0.00
	Mental & Behavioral Health Services	State	\$190,000.00	\$48,350.75	\$46,850.75	\$1,500.00	\$1,500.00	\$0.00
	COVID-19 Test Kits for School Staff and residents of limited means and those in high risk groups	State	\$229,800.00	\$229,800.00	\$229,800.00	\$0.00	\$0.00	\$0.00
	Other - Rentals	State	\$4,246.00	\$4,246.00	\$4,246.00	\$0.00	\$0.00	\$0.00
	Other - Town COVID-19 Test Kits	State	\$2,984.78	\$2,984.78	\$2,984.78	\$0.00	\$0.00	\$0.00
	Other - Not yet assigned	State	\$92,969.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal		\$1,070,000.00	\$1,070,000.00	\$779,537.78	\$290,462.22	\$290,462.22	\$0.00
Ventilation Upgrades	Library Chiller	State	\$0.00	\$369,000.00	\$0.00	\$369,000.00	\$333,548.52	\$35,451.48
	Subtotal		\$0.00	\$369,000.00	\$0.00	\$369,000.00	\$333,548.52	\$35,451.48
Technology Improvements	Support for Hybrid Meetings, Communications & Remote Work	State	\$175,000.00	\$441,123.33	\$18,570.58	\$422,552.75	\$222,552.75	\$200,000.00
	NeoGov E-Forms Module	State	\$31,613.48	\$31,613.48	\$17,567.61	\$14,045.87	\$14,045.87	\$0.00
	Other - Not yet assigned	State	\$68,386.52	\$2,263.19	\$0.00	\$2,263.19	\$0.00	\$2,263.19
	Subtotal		\$275,000.00	\$475,000.00	\$36,138.19	\$438,861.81	\$236,598.62	\$202,263.19
Economic Development	Grant Program	State	\$460,000.00	\$443,775.00	\$389,979.14	\$53,795.86	\$0.00	\$53,795.86
	Public Art	State	\$20,000.00	\$37,500.00	\$15,622.71	\$21,877.29	\$0.00	\$21,877.29
	Other - Rental of Tents	State	\$18,725.00	\$18,725.00	\$18,725.00	\$0.00	\$0.00	\$0.00
	Other - Not yet assigned	State	\$1,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal		\$500,000.00	\$500,000.00	\$424,326.85	\$75,673.15	\$0.00	\$75,673.15
Water/Sewer/Drains	Temp Project Manager	State	\$500,000.00	\$471,336.60	\$74,379.54	\$396,957.06	\$325,619.46	\$71,337.60
	Rosemary Sluice Gate Replacement/NPDES Stormwater	State	\$600,000.00	\$120,000.00	\$14,610.61	\$105,389.39	\$17,389.39	\$88,000.00
	Stormwater Master Plan	State	\$0.00	\$280,000.00	\$0.00	\$280,000.00	\$0.00	\$280,000.00
	Other - Not yet assigned	State	\$340,336.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$1,440,336.60	\$871,336.60	\$88,990.15	\$782,346.45	\$343,008.85	\$439,337.60
	State total		\$3,285,336.60	\$3,285,336.60	\$1,328,992.97	\$1,956,343.63	\$1,203,618.21	\$752,725.42
Infrastructure*	Town Reservoir Clean-up Construction - ARPA-1033	County	\$2,070,000.00	\$2,142,500.00	\$125,000.00	\$2,017,500.00	\$0.00	\$2,017,500.00
	Walker Pond Category 2 Construction - ARPA-1032	County	\$356,000.00	\$356,000.00	\$95,078.09	\$260,921.91	\$260,921.91	\$0.00
	Walker Pond Outlet - ARPA-1166	County	\$0.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$400,000.00
	128 Sewer Interceptor Project Design - ARPA-1178	County	\$0.00	\$60,000.00	\$49,200.00	\$10,800.00	\$0.00	\$10,800.00
	128 Sewer Interceptor Project Construction - ARPA-1178	County	\$0.00	\$2,940,000.00	\$0.00	\$2,940,000.00	\$0.00	\$2,940,000.00
	South St Water Main Construction	County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Allowance for Water/Sewer/Drains	County	\$3,487,848.40	\$15,348.40	\$0.00	\$15,348.40	\$0.00	\$15,348.40
	Subtotal County total		\$5,913,848.40	\$5,913,848.40	\$269,278.09	\$5,644,570.31	\$260,921.91	\$5,383,648.40
Grand Total			\$9,199,185.00	\$9,199,185.00	\$1,598,271.06	\$7,600,913.94	\$1,464,540.12	\$6,136,373.82

expenditures updated through 12/29/23

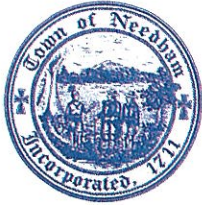


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 1/23/2024

Agenda Item	Place the Position of the Town Clerk on the April 9, 2024 Town Election Ballot
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Clerk has indicated that she intends to step down after the April 9, 2024 election. As such, she has requested that the Select Board vote to place the position of Town Clerk on the 2024 Annual Town Election ballot.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Select Board vote place the unexpired term of the Town Clerk ending April 8, 2025 on the 2024 Annual Town Election ballot.	
3.	BACK UP INFORMATION ATTACHED
a. Letter from Theodora K. Eaton, Town Clerk dated January 22, 2024	



Theodora K. Eaton, MMC
Town Clerk

TOWN OF NEEDHAM

Office of the Town Clerk

1471 Highland Avenue, Needham, MA 02492-0909

Telephone (781) 455-7500

Fax (781) 449-1246

Email: Teaton@needhamma.gov

January 22, 2024

Kate Fitzpatrick, town Manager
Dave Davison , Deputy Town Manager/Finance Director
Katie King, Deputy Town Manger/Operations
✓Members of the Select Board

Dear Kate, Dave, Katie, Members of the Select Board

It is with mixed emotions that I request that you vote to place the position of Town Clerk on the April 9, 2024 Annual Town Election ballot for the unexpired term ending April 8, 2025.

I have served the Town of Needham since April 1982 and have loved almost every moment of my career as Needham Town Clerk. I will miss it tremendously, but it is time for me to step down.

Depending on who decides to run for the one-year position and who wins the election, I am willing to work part time and train the new Town Clerk. It is a very busy election year and we need to replace some of our very good part-time staff to keep up with the very a demanding workload. Hopefully my experience along with that of the Massachusetts Town Clerks' Association will serve the new Town Clerk well in the coming months.

It would be best if you could place the vote on the next agenda as candidates must take out and return nominations papers by February 20, 2024.

Thank you .

Sincerely,

Theodora K. Eaton, MMC
Town Clerk



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

MEETING DATE: 1/23/2024

Agenda Item	FY2025 Budget Presentation
Presenter(s)	Kate Fitzpatrick, Town Manager Katie King, Deputy Town Manager David Davison, Deputy Town Manager/Director of Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will present the proposed annual balanced budget for fiscal year 2025. In accordance with Section 2.2.1 of the General By-laws of the Town, the Town Manager shall issue budget guidelines and instructions for all Town departments to submit their spending requests for the ensuing fiscal year. The Town Manager shall consult with the Finance Committee prior to the issuance of said guidelines and instructions. The Town Manager and/or his/her designee and the Finance Committee shall consult with each other throughout the Budget process. The Town Manager and School Superintendent will provide the Finance Committee with copies of their respective departmental spending requests on or before the 2nd Wednesday of December. Following receipt of these spending requests, the Finance Committee may begin its consideration of same, including the commencement of budget hearings. The Town Manager, after consultation with the Select Board and School Committee, shall not later than the 31st day of January, present to the Finance Committee a balanced budget recommendation in the form of an executive budget, which shall include the spending priorities of all Town departments for the ensuing fiscal year, including in addition thereto, the voted School Committee budget request if different than that contained in the proposed balanced budget. The Town Manager's executive budget recommendation shall not be binding on the Finance Committee. Said executive budget recommendation shall include the estimates of Town revenues and proposed expenditures of all Town departments, including debt service and other amounts required to be raised for the ensuing fiscal year.	



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

The Town Manager may amend or otherwise revise revenue estimates as may be warranted. All such revisions shall be provided in writing to the Select Board, School Committee and Finance Committee.

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

Suggested Motion: That the Board vote to recommend approval of the Town Manager's Proposed Annual Budget for FY2025.

3.	BACK UP INFORMATION ATTACHED
-----------	-------------------------------------

- | | |
|--|--|
| | <ul style="list-style-type: none">a. FY2025 Town Manager's Budget Messageb. FY2025 Revenue Summaryc. IT Consolidation Updated. Proposed Annual Balanced Budget document to be Provided Under Separate Cover |
|--|--|

Town Manager's FY2025 Budget Message: Uncertainty Ahead

“Uncertainty is the refuge of hope.” – Henri Frederic Amiel

There have been numerous times in our history when the future has felt uncertain. In the three decades I have worked for the Town, we have experienced economic downturns, the “dotcom” bust, housing crises, the Great Recession, and a worldwide pandemic. For a majority of those years, our country was at war. The rights and safety of many residents feel tenuous, world events overshadow our daily lives, and the impact of climate change is becoming closer and more tangible.

From a government financing perspective, we face great uncertainty in the coming year. American Rescue Plan Act (ARPA) and other Pandemic related funding is ending. Growth in the commercial sector is slowing. State tax collections are dropping. And the impact of the 2024 Presidential Election is unknowable.

But where there is uncertainty there is also hope. Not irrational hope or blind faith, but the “Stockwell version” – the faith that we will ultimately prevail is inextricably linked to the importance of confronting the brutal facts of our current reality.

Confronting uncertainty with hope requires that we control of what we can. We plan for numerous scenarios, and we have multiple contingency plans. We will take our brutally honest hope and take refuge in uncertainty. In doing so, we are well-equipped for success.

Table 1
Overall General Fund Budget Summary

Description	FY2023 Actual	FY2024 Budget	FY2025 Proposed	\$ Change	% Change
Sources					
Property Tax	\$178,257,886	\$184,565,923	\$192,495,723	\$7,929,800	4.3%
State Aid	\$15,400,680	\$15,540,802	\$16,125,519	\$584,717	3.8%
Local Receipts	\$22,960,442	\$13,930,250	\$14,210,000	\$279,750	2.0%
Free Cash	\$14,644,455	\$14,522,850	\$15,000,000	\$477,150	3.3%
Other Funds	\$3,912,320	\$2,750,424	\$4,061,394	\$1,310,970	47.7%
Reimbursements	\$2,186,147	\$2,435,029	\$2,688,082	\$253,053	10.4%
Total Sources	\$237,361,931	\$233,745,278	\$244,580,718	\$10,835,440	4.6%
Uses					
Municipal Departments	\$49,979,443	\$54,851,372	\$59,021,109	\$4,169,737	7.6%
Minuteman School	\$1,367,739	\$1,640,461	\$1,844,321	\$203,860	12.4%
Needham Schools	\$84,849,869	\$92,155,973	\$97,517,926	\$5,361,953	5.8%
Townwide Expenses	\$61,712,989	\$63,627,291	\$65,801,813	\$2,174,522	3.4%
Reserve Fund		\$2,000,000	\$2,000,000		
Capital Budget	\$13,210,814	\$10,900,307	\$11,518,996	\$618,689	5.7%
Financial Warrant Articles	\$2,041,507	\$3,125,670	\$2,134,785	(\$990,885)	-31.7%
Other Appropriations	\$1,220,249	\$1,146,735	\$844,762	(\$301,973)	-26.3%
Other Amounts to be Raised	\$4,243,344	\$4,297,469	\$3,663,869	(\$633,600)	-14.7%
Total Uses	\$218,625,953	\$233,745,278	\$244,347,581	\$10,602,303	4.5%

BUDGETING BEST PRACTICES

1. Current revenues must be sufficient to support current expenditures. *The FY2025 operating budget is supported by current revenues. These are revenues that are reasonably expected to recur annually and can be relied on to fund on-going operations during strong and weak economic periods.*
2. The Operating and Capital Budgets must be developed in conformance with the Town's comprehensive financial policies and must not be reliant on one-time revenue or unsustainable practices. *Revenue that cannot reasonably be expected to recur annually is allocated to one-time costs and reserves and is not used to support the operating budget except as provided under the Town's Free Cash best practice.*
3. The five-year Pro Forma budget should be reviewed on a regular basis to ensure that the underlying assumptions are adjusted based upon changing conditions and data. *The Pro Forma budget is a planning tool that provides early opportunity for the Town to anticipate and prepare contingency plans for the operation of the government and the continuation of primary services.*
4. Debt must not be used to fund on-going operating expenses and will only be issued for capital improvements greater than \$250,000 with a useful life of five years or more. *The FY2025 – FY2029 Capital Improvement Plan includes four projects funded in whole or in part by debt.*
5. The use of Free Cash to fund operations will be minimized by limiting such use to no more than 2% of the prior year's appropriated operating budget, or the actual turnback, whichever is lower. *The amount of Free Cash used to support on-going operations for FY2025 complies with this best practice.*
6. Adequate contingency funds must be maintained. *This proposed balanced budget allocates funding to the Athletic Facility Improvement Fund and maintains the status quo in the other contingency funds.*
7. Sufficient maintenance and replacement funds will be allocated to ensure that capital facilities and equipment are properly maintained. *The recommended Operating and Capital Budgets include investment in facilities, equipment, and infrastructure, including a continued investment in the Facilities Maintenance Program.*
8. The Operating and Capital Budgets must be resilient and allow the Town to maintain existing service levels, withstand typical local and regional economic disruptions, and meet the demands of natural growth, decline, and change. *Examples of budget resiliency include: the Town's ability to pivot and use alternative revenue sources to maintain the original approved budget for FY2021 during pandemic uncertainty, monitoring of revenue trends and adjusting estimates to account for unanticipated changes, and staffing in a manner to avoid hiring and laying off employees.*
9. The Operating and Capital Budgets must be sustainable and meet the needs of the present without compromising the ability of future generations to meet their own needs. *Proposed increases in service delivery are focused and affordable within historical revenue growth assumptions. The Town's funding of its post-employment employee benefits liability is an example of sustainability in that currently accruing expenses are being funded with current revenue.*

TRADITIONAL BUDGET DRIVERS: ENROLLMENT, EMPLOYEE BENEFITS, AND STAFFING

As is true every year, expenditures relating to growth in the population served, and the costs associated with providing those services are key drivers of budget growth.

School Enrollment

School enrollment declined by 3.9% in 2020/2021, ticked up 0.6% in 2021/2022, increased again slightly by 0.2% in 2022/2023, and again by 0.4% in 2023/2024. Current enrollment of 5,547 is still 159 students below the last school year before the Pandemic (2019/2020), although it has steadily rebounded from the loss of 223 students in the 2020/2021 school year. Students remain impacted by the pandemic and continue to require critical support services. Table 2 details school enrollment from 2014/2015 to 2023/2024.

Table 2
School Enrollment 2014/2015 to 2023/2024

School Year	Enrollment	Percentage Change
2014/2015	5,519	-0.1%
2015/2016	5,581	1.1%
2016/2017	5,588	0.1%
2017/2018	5,666	1.4%
2018/2019	5,721	1.0%
2019/2020	5,706	-0.3%
2020/2021	5,483	-3.9%
2021/2022	5,515	0.6%
2022/2023	5,525	0.2%
2023/2024	5,547	0.4%

Source: DESE/Needham Public Schools

Employee Benefits

The recommended FY2025 employee benefits budget represents an increase of 4.4%. The budget is based on an estimated increase in group health insurance rates of 10% and includes \$124,748 in funding to support the recommended increase in employee headcount. The Town has managed to keep its employee benefits line fairly stable for the past several years – due to enrollment trends and plan selection – which has had a positive impact on the operating budget. Table 3 highlights group insurance enrollment for the last ten years.

Table 3
Group Health Insurance Enrollment FY2015 to FY2024

FY2015 - 2024						
Fiscal Year	Town	% Increase over Prior Year	School	% Increase over Prior Year	Total Actives	% Increase over Prior Year
FY2015	286	0.70%	531	4.32%	817	3.03%
FY2016	294	2.80%	530	-0.19%	824	0.86%
FY2017	286	-2.72%	544	2.64%	830	0.73%
FY2018	291	1.75%	540	-0.74%	831	0.12%
FY2019	291	0.00%	540	0.00%	831	0.00%
FY2020	298	2.41%	557	3.15%	855	2.89%
FY2021	293	-1.68%	563	1.08%	856	0.12%
FY2022	288	-1.71%	565	0.36%	853	-0.35%
FY2023	290	0.69%	560	-0.88%	850	-0.35%
FY2024	288	-0.69%	566	1.07%	854	0.47%
10-Year Change (FY2015-FY2024)	2	0.70%	35	6.59%	37	4.53%
5-Year Change (FY2020-FY2024)	-10	-3.36%	9	1.62%	-1	-0.12%
1-Year Change (FY2023-FY2024)	-2	-0.69%	6	1.07%	4	0.47%

Staffing

Targeted staffing increases are recommended to meet existing and growing service delivery needs, safety, and sustainability of Town assets. Recommended funding on the municipal side is targeted to service delivery redesign (3 FTEs in Public Works), new project support (0.3 FTE in Building Design and Construction), delayed funding of prior year requests (1 FTE in the Department of Public Works), and continuation of existing grant-funded staff (3 full-time and 1 part-time FTEs in Health & Human Services). The total recommended headcount increase is 7.3 Municipal FTEs and 9.1 School FTEs. Table 4 details the growth in Full-time Equivalent Employees from FY2020 to FY2024 – 18.4 or 4.9% on the Municipal side, and 58.8 or 7.4% on the School side.

Table 4
General and Enterprise Fund Full-time Equivalent Benefit-Eligible Positions
FY2020 – FY2024 (excluding grant funded positions)

Function	Funded FY2020	Funded FY2021	Funded FY2022	Funded FY2023	Funded FY2024	FY2020 - FY2024 # Change	Proposed FY2025
General Government & Land Use	43.3	43.4	43.4	44.5	44.5	1.2	44.5
Public Safety	144.8	148.8	150.8	152.8	152.8	8.0	152.8
Public Works & Facilities	150.0	152.0	152.3	156.0	157.0	7.0	161.3
Community Services	37.1	38.0	38.3	39.3	39.3	2.2	42.3
Municipal Departments	375.2	382.2	384.8	392.6	393.6	18.4	400.9
School Department*	797.6	812.5	839.0	825.9	856.4	58.8	865.6

* Proposed FY2025 reflects the Superintendent's revised budget

SCHOOL/TOWN INFORMATION TECHNOLOGY CONVERSION PLAN

Over the past year, Town and School staff have engaged in an evaluation of the possibility of consolidating Information Technology (IT) functions. The firm Plante Moran LLC was engaged to conduct an analysis and concluded its Organizational Assessment in November, 2023. That report recommended that the Town and School technology departments be unified within a single structure under the School Department. The planned move is predicted to result in greater cohesion, efficiency, and collaboration; improve strategic planning; and provide consistent implementation of policy, procedure, and training. Additionally, the firm recommended the Town strengthen services by investing in IT infrastructure, including cybersecurity resources.

Staff have developed a budget recommendation for this transitional year in the amount of \$934,055 proposed for a financial warrant article. Of this amount, \$248,000 would be funded by the Tax Levy and \$686,055 would be funded through Free Cash. No additional staff are requested to implement the proposed transitional structure in FY2025, however, \$129,859 is recommended for transition personnel costs and to backfill certain functions. The balance of the funding will support network monitoring, response and cybersecurity training (\$204,035), Zoom phone system configuration, deployment and support (\$91,700), print management services (\$65,000), Town help desk support, including 24/7 services to public safety functions (\$93,673), network managed services (\$181,128), strategic plan and policy/procedure development (\$100,000), expansion of device replacement to 100 devices per year (\$52,500), and miscellaneous expenses (\$16,160). For the purposes of this budget, the \$248,000 tax-levy supported amount is included in the Finance Department budget – our

recommendation is to remove that funding from the operating budget and include it in the proposed warrant article.

BALANCED BUDGET HIGHLIGHTS

The recommended FY2025 budget was developed with the Select Board's voted goals in mind. A full list of the Select Board's FY2024-FY2025 goals is included as Appendix A. The following is a summary of significant changes from prior years and recommended changes to the submitted budgets. A full discussion of each department is included in the submitted departmental spending requests in Section 3.

Casualty, Liability, Property, & Self-Insurance Program – \$972,560

The Insurance budget recommendation is 5.4% higher than FY2024. This increase is primarily attributed to increased premium costs.

General Fund Debt Service - \$17,503,332

The recommended debt service budget is 0.2% less than in FY2024, due to a decline in excluded debt service.

Group Insurance, Employee Benefits, and Administrative Cost – \$18,379,285

The recommended budget is 4.4% higher than FY2024 and includes \$124,748 in funding associated with recommended increases in headcount.

Needham Electric Light & Gas Program – \$5,669,038

The recommended budget is 0.2% higher than FY2024. The primary factors which have influenced this budget submission are the increase in the average rate for electricity, level price for natural gas, lower consumption estimates for both electric and natural gas, and only one new building coming online during FY2025. The budget for solar power generation decreased by approximately 1%, based on the amount of power produced.

Retiree Insurance and Insurance Liability Fund - \$8,141,306

The recommended budget is 0.7% lower than FY2024. This line funds the on-going health insurance program for retirees and the reserve for Other Post-Employment Benefits (OPEB) liability. The funding schedule is consistent with the actuarial analysis as of June 30, 2023 (measurement date).

Contributory Retirement Assessment – \$13,305,237

The recommended budget is 8% higher than FY2024. The Retirement Assessment is based on the most recent actuarial analysis as of January 1, 2023.

Workers Compensation – \$784,263

The recommended Workers Compensation budget is level funded except for an increase of \$5,008 (0.6%) reflective of costs associated with recommended increases in headcount.

Injury on Duty & 111F – \$165,792

The recommended budget is 4% higher than FY2024 to reflect the expected cost of salary and wage growth.

Classification, Performance, and Settlements (CPS) – \$881,000

This line provides a reserve for funding General Government personnel-related items as they occur during the year and fluctuates annually depending on the number of collective bargaining agreements that have not been settled for a given year. The Needham Independent Town Workers Association and the Needham Independent Public Employee Association contracts are not settled for FY2025. FY2025 salary and wage increases for these

employee and for non-union staff are included in this line and not in the individual department budgets.

Reserve Fund – \$2,000,000

The recommended budget for the reserve fund is the same as in FY2024, a reduction from the submitted budget in the amount of \$499,995.

Office of the Town Manager/Select Board – \$1,586,314

The recommended budget for the Office of the Town Manager/Select Board is 5.4% higher than in FY2024. The increase is primarily attributable to salary and wage increases for existing personnel, and the one-time and ongoing costs (\$35,000) for town-wide board and committee board meeting software.

Town Clerk/Board of Registrars - \$578,078

The recommended budget for the Office of the Town Clerk/Board of Registrars is 14.2% higher than FY2024. The increase is primarily attributable to regular salary and wage increases for existing personnel, and an increase in the number of elections to be held in FY2025.

Legal Services – \$329,140

The legal services budget has been level funded for FY2025 (a reduction from the submitted budget in the amount of \$10,860).

Finance Department – \$4,274,804

The recommended budget for the Finance Department is 12.1% higher than in FY2024. The increase is attributable to regular salary and wage increase for existing personnel, increasing costs for software licenses, and the additional out-sourced technology services discussed above. Funding for a multi-purpose printer has been deferred (\$16,500).

Finance Committee – \$47,125

The recommended budget for the Finance Committee is 0.4% higher than FY2024. The increase is primarily attributable to salary and wage increases for existing personnel.

Planning & Community Development – \$627,296

The recommended budget for the Planning and Community Development Department is 2.2% higher than FY2024, primarily attributable to salary and wage increases for existing personnel. The submitted budget has been reduced by \$97,700 to reflect the deferral of an additional planner for the Department (this item remains a priority and will be considered in a future year) and for additional administrative support hours.

Police Department – \$9,673,085

The recommended budget for the Police Department is 10.6% higher than FY2024. The increase is primarily attributable to salary and wage increases for existing personnel, and an increase in the number of police cruisers funded in the operating capital line.

Fire Department – \$11,899,843

The recommended budget for the Fire Department is 6.3% higher than FY2024. The increase is primarily attributable to salary and wage increases for existing personnel, contractual costs increases for existing services, and new software license agreement costs.

Building Department – \$901,424

The recommended budget for the Building Department is 0.8% higher than FY2024. The increase is primarily attributable to salary and wage increases for existing personnel.

Minuteman School Assessment - \$1,844,321

The recommended budget for the Minuteman School Assessment is 12.4% higher than FY2024. The increase is based on the Acting Superintendent's recommended budget to the Minuteman School Committee. The amount of the assessment may change once the Minuteman School Committee votes its final budget for FY2025.

Needham Public Schools - \$97,517,926

The Superintendent's recommended budget for the Needham Public Schools is 5.8% higher than FY2024. The voted budget of the Needham School Committee was not available at the time of the distribution of this proposed budget and will be included as an addendum if the voted budget is different from this recommendation, in accordance with the General By-laws of the Town.

Building Design & Construction - \$392,582

The recommended budget for the Building Design and Construction Department is 10.6% higher than in FY2024. The increase is attributable to regular salary and wage increases for existing personnel, and funding of 25% of a senior project manager to support the Pollard Middle School feasibility study. The remaining funding for the project manager is included in the capital article for that project.

Public Works - \$21,954,868

The recommended budget for the Department of Public Works is 7.6% higher than in FY2024. The expense portion of the increase is primarily associated with contractual cost increases for existing services. The salary portion is attributable to regular salary and wage increases for existing personnel, the addition of an Assistant Fleet Supervisor position (funded mid-year) and three custodians associated with in sourcing the cleaning of the Newman Elementary School. Accounting for the savings associated with canceling the contract cleaning services, the proposed service delivery change nets an increase of approximately \$28,000. The submitted budget was reduced by \$388,707 as several requests were deferred including the forestry management program (except that \$10,000 is recommended to begin the public shade tree inventory), a park ranger position, an HMEO in the Highway Division, half year funding for the Assistant Fleet Supervisor, and a Building Maintenance lift.

Municipal Parking - \$172,252

The recommended budget for the municipal parking program is 7.9% higher than in FY2024. The increase is primarily attributable to cost increases for rent that the Town pays for certain lots, and new parking space rental to accommodate the Center at the Heights.

Health & Human Services (HHS) Department - \$2,748,601

The recommended budget for the Health & Human Services Department is 7.7% higher than in FY2024. This increase is attributable primarily to regular salary and wage increase for existing personnel, and for half year funding for continuation of positions funded by ARPA. ARPA funding expires on December 31, 2024. The positions include a data analyst/epidemiologist, a public health nurse, a youth mental health clinician, and an aging services clinician. The submitted HHS budget has been reduced by \$43,324 as additional administrative hours for the Center at the Heights and additional hours for environmental health services have been deferred.

Commission on Disabilities - \$2,050

The recommended budget for the Commission on Disabilities in FY2025 is level funded.

Historical Commission - \$1,050

The recommended budget for the Historical Commission in FY2025 is level funded.

Public Library – \$2,310,045

The Needham Public Library budget recommendation is 3.3% higher than in FY2024, primarily attributable to regular salary and wage increase for personnel. The recommended budget reflects a decrease from the submitted budget in the amount of \$40,890, as funding for a part-time reference librarian has been deferred.

Park and Recreation – \$1,513,502

The Park & Recreation budget recommendation is 2.4% higher than in FY2024, primarily attributable to regular salary and wage increases for existing personnel, and contractual cost increases for existing services.

Memorial Park Trustees – \$750

The recommended budget for the Memorial Park Trustees in FY2025 is level funded.

Needham Council for Arts and Culture – \$8,300

The recommended budget for NCAC is level-funded. The NCAC did seek funding for an additional \$10,000 to support art and culture in Needham. We support this proposal and will endeavor to fund it in future years. The NCAC still has access to some limited ARPA funds in the first half of FY2025 that it can use for this purpose.

ENTERPRISE FUNDS**Sewer – \$9,946,823**

The Sewer Enterprise Fund budget is increasing by 1.9%. The increase is attributable to regular salary and wage increases for existing personnel, expenses (mostly contractual cost increases for existing services), operating capital (replacement pumps), and debt service. The MWRA Assessment has been level-funded at this time, as final water and sewer assessments have not been determined.

Water – \$6,801,995

The Water Enterprise Fund budget is increasing by 5.8%. The increase is attributable to regular salary and wage increases for existing personnel, expenses (energy and contractual cost increases for existing services), and debt service. The MWRA Assessment has been level-funded at this time, as final water and sewer assessments have not been determined.

BEYOND THE OPERATING BUDGET**Capital Improvement Budget**

The Capital Improvement Plan Executive Summary is contained in Section 4 of this document. The recommended FY2025 Capital recommendations have been updated as follows:

- The School Department and Building Design and Construction Department have determined that the amount needed for the Pollard Middle School feasibility study is \$2,750,000 – a reduction of \$1,200,000.
- We recommend full funding of the General Fund Fleet Replacement including:
 - Purchase of an additional pick-up truck (Unit 302) for the Department of Public Works (\$50,880)
 - Replacement of Unit C43 Ford Escape (\$72,523)
 - Replacement of Unit 74 Ford F550 (\$116,996)
 - Replacement of Unit 72 Ford F-550 (\$152,142)
 - Replacement of Unit 703 Ford Transit Cargo Van (\$81,647)

- Replacement of Unit 588 For F-150 (\$82,902)
 - Replacement of Unit 350 John Deere Loader (\$68,229)
 - Auditorium Theatrical Light & Sound Design (\$229,928 – for a total of \$344,558)
- If the amount of Free Cash certified exceeds our projection, we will recommend that the Fire Engine – currently proposed to be funded through debt – be funded partially or entirely by cash.

Other Financial Warrant Articles

Given the amount of cash available for appropriation, and consistent with the Town's policy to minimize the use of Free Cash for recurring operating expenses, the FY2025 proposed budget includes the allocation of funds to one-time programs, projects, and reserves. Changes to the funding recommendations may be made during the coming months depending on updated revenue estimates.

Consolidated Technology Services - \$686,055

This is the balance of funds requested for the School/Town Information Technology Services Consolidation plan as described above. The balance of the funding needed (\$248,000/tax levy) is included in the Finance Department budget at this time. (Source: Free Cash)

Facilities Maintenance Program – \$1,000,000

This recurring warrant article funds the annual maintenance of public buildings throughout the Town and School department, including, but not limited to asbestos abatement, duct cleaning, painting, and other repairs and necessary upgrades. (Source: Overlay Surplus)

Fire Alarm Wire Removal - \$201,885

This request is to fund the removal of all the fire alarm wiring on circuits throughout Town. The wiring is no longer in use and must be removed whenever a pole is relocated or replaced. (Source: \$99,145 Free Cash and \$102,740 Other Available Funds)

Planning Consulting Assistance - \$80,000

These funds would provide support to the Planning and Community Development Department, enabling the Director to engage professional services from time to time to support regulatory functions of the Planning and Community Development Department, which oversees permit granting for the Planning Board, the Zoning Board of Appeals, and the Conservation Commission; and land use and town planning initiatives of the Planning Department. (Source: Overlay Surplus)

Property Tax Assistance Program – \$50,000

The Property Tax Assistance Program provides small grants to taxpayers in need. (Source: Overlay Surplus)

Scientific Experts and Consultants – \$50,000

The request is to establish a source of funding that allows the Board of Health to retain outside scientific experts and consultants to evaluate novel and emerging health issues about which the Board and the Public Health Division lack the necessary expertise. (Source: Overlay Surplus)

Small Repair Grant Program – \$50,000

The Small Repair Grant Program provides financial assistance to low-income or disabled senior Needham residents to make repairs and alterations to their homes for health and safety reasons. (Source: Overlay Surplus)

Unpaid Bills of a Prior Year – \$16,845

Approval of Town Meeting is required to pay bills of a prior fiscal year received after the close of the year. (Source: Overlay Surplus)

Athletic Facility Improvement Fund – \$68,743

The purpose of the Athletic Facility Improvement Fund is to set aside capital funds for renovation and reconstruction of the Town's athletic facilities and associated structures. Table B.1 in Appendix B outlines appropriations to the fund over the past five years and is included at the end of this section. The funding recommendation is based on the amount raised by the Park & Recreation Department's field maintenance fee collected in FY2023. (Source: Free Cash)

Drains/Sewer Contribution – \$776,019

The annual contribution to the Sewer Enterprise Fund offsets the cost of the drains program. The drains program - a General Fund expense - is appropriated to the Sewer Enterprise Fund as it is more efficient to account for the program in that manner. The Town continues to evaluate the benefits and challenges of funding the drains/stormwater program within the General Fund and will be recommending changes to the financial structure in the coming years. (Source: Tax Levy)

Fleet Refurbishment - \$75,000

The goal of this program is to extend the life cycle of vehicles, increase operational safety, and eventually reduce reactive maintenance. This is a recurring request, based on need. (Source: Water Enterprise Fund Retained Earnings)

Allowance for Abatements and Exemptions – \$1,929,902

These funds are reserved for property tax abatements and statutory exemptions. After the actual new growth revenue for FY2025 is known, the amount of overlay may change. The final amount of the reserve will be determined by the Department of Revenue when it approves the tax rate in December. (Source: Tax Levy)

CONCLUSION

This balanced budget proposal is promulgated prior to the completion of the budget process for the Commonwealth. As revenue estimates are refined in the winter and spring, we will work with the various Town boards and committees in preparing the final budget to be presented to Town Meeting.

Our entire management team has worked collectively to implement creative ways of meeting the Town's sustainability goals. Efforts have been made to implement measures that will maximize the productivity of our organization and deliver the highest quality of services within available resources, aligned with stated goals of elected and appointed boards, committees, and commissions. I would especially like to thank Superintendent of Schools Dan Gutekanst, Deputy Town Manager David Davison, Deputy Town Manager Katie King, and Support Services Manager Myles Tucker for their work in the development of this budget.

I appreciate the spirit of cooperation that has been demonstrated by the Select Board, School Committee, and Finance Committee in the development of this budget, and applaud the commitment to sustainability on the part of Town boards and committees, Town Meeting, and ultimately the community. We are fortunate to have dedicated staff working every day to maintain the high quality of life our residents expect and deserve.

I couldn't be prouder to be associated with local government and the Town of Needham. I thank you for the opportunity to serve the residents and businesses in the Town of Needham.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Kate Fitzpatrick".

Town Manager

Appendix A

Select Board Budget Priorities

Budget Priorities

The Select Board has adopted seven goals that serve as key guidelines in the evaluation and prioritization of departmental spending requests.

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.
 - a. Cultivates a wide range of recreational, cultural, educational, civic, and social opportunities for all socioeconomic and age groups;
 - b. Supports the physical and mental well-being of its community members;
 - c. Fosters inclusion, diversity, and equity in order to become a culturally responsive, anti-racist, and anti-biased community; and
 - d. Values public art.
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.
 - a. Has a growth mindset and encourages business development and redevelopment;
 - b. Supports an environment for creativity, innovation, and entrepreneurship;
 - c. Promotes a well-educated, skilled, and diverse work force that meets employers' needs;
 - d. Fosters a collaborative and resource-rich regional business climate;
 - e. Attracts, sustains, and retains a diverse mix of businesses, entrepreneurs and jobs that support the needs of all community members; and
 - f. Supports financial security and economic opportunity.
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.
 - a. Promotes and sustains a secure, clean, and attractive place to live, work and play;
 - b. Supports an increase of housing, including a variety of types and price points;
 - c. Provides high-performing, reliable, affordable public infrastructure and Town services;
 - d. Encourages and appropriately regulates sustainable development; and
 - e. Supports and enhances neighborhood livability and accessibility for all members of the community.
4. **Accessible and Connected** – In Needham, people can easily and affordably travel to their desired destinations without relying solely on cars.
 - a. Supports a balanced transportation system that reflects effective land use, manages congestion, and facilitates strong regional multimodal connections;
 - b. Offers and encourages a variety of safe, comfortable, affordable, reliable, convenient, and clean mobility options;
 - c. Applies Complete Street principles to evaluate and prioritize bicycle and pedestrian safety;
 - d. Coordinates with state and federal leaders to ensure access to safe, reliable, and efficient public transit;
 - e. Provides effective infrastructure and services that enables people to connect with the natural and built environment; and
 - f. Promotes transportation options to remain an age-friendly community.

5. Safe – Needham is a welcoming and inclusive community that fosters personal and community safety.
 - a. Provides public safety in a manner consistent with community values;
 - b. Provides comprehensive advanced life support level care;
 - c. Plans for and provides equitable, timely and effective services and responses to emergencies and natural disasters;
 - d. Fosters a climate of safety in homes, businesses, neighborhoods, streets, sidewalks, bike lanes, schools, and public places; and
 - e. Encourages shared responsibility, provides education on personal and community safety, and fosters an environment that is welcoming and inclusive.
6. Responsibly Governed – Needham has an open and accessible Town government that fosters community engagement and trust while providing excellent municipal services.
 - a. Models stewardship and sustainability of the Town's financial, human, information, and physical assets;
 - b. Invests in making Town-owned buildings safe and functional;
 - c. Supports strategic decision-making with opportunities for engagement and timely, reliable, and accurate data and analysis;
 - d. Enhances and facilitates transparency, accuracy, efficiency, effectiveness, and quality service in all municipal business;
 - e. Supports, develops, and enhances relationships between the Town and community and regional partners;
 - f. Proactively reviews and updates Town policies and regulations and ensures compliance;
 - g. Promotes collaboration between boards and committees;
 - h. Values the local government workforce;
 - i. Identifies and implements strategies to hire, support and retain diverse staff at every level of the organization; and
 - j. Prioritizes acquisition of strategic parcels.
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.
 - a. Combats the climate crisis;
 - b. Prioritizes sustainability, including transitioning from fossil fuels to clean, renewable energy;
 - c. Encourages the efficient use of natural resources; and
 - d. Protects and enhances the biodiversity and vitality of ecological systems.

Appendix B Stabilization Fund Balances

Table B.1

Athletic Facility Improvement Fund					
Year	Start	Earnings	Appropriations to the Fund	Appropriations from the Fund	Balance
2020	\$2,686,229	\$8,469	\$75,000	(\$2,500,000)	\$269,698
2021	\$269,698	\$506			\$270,204
2022	\$270,204	\$2,689	\$705,715		\$978,608
2023	\$978,608	\$39,742	\$85,659		\$1,104,009
2024*	\$1,104,009	\$32,074	\$33,533		\$1,169,616
* Balance as of December 29, 2023					

Table B.2

Capital Facility Fund					
Year	Start	Earnings	Appropriations to the Fund	Appropriations from the Fund	Balance
2020	\$1,886,534	\$31,712			\$1,918,246
2021	\$1,918,246	\$3,597			\$1,921,843
2022	\$1,921,843	\$6,168			\$1,928,011
2023	\$1,928,011	\$78,231			\$2,006,242
2024*	\$2,006,242	\$56,834			\$2,063,076
* Balance as of December 29, 2023					

Table B.3

Capital Improvement Fund					
Year	Start	Earnings	Appropriations to the Fund	Appropriations from the Fund	Balance
2020	\$910,576	\$17,827	\$166,612		\$1,095,015
2021	\$1,095,015	\$2,054			\$1,097,069
2022	\$1,097,069	\$3,521			\$1,100,590
2023	\$1,100,590	\$44,658.00	\$351,662		\$1,496,910
2024*	\$1,496,910	\$34,572	\$85,556		\$1,617,038
* Balance as of December 29, 2023					

Table B.4

Debt Service Stabilization Fund					
Year	Start	Earnings	Appropriations to the Fund	Appropriations from the Fund	Balance
2020	\$2,114,506	\$35,545			\$2,150,051
2021	\$2,150,051	\$4,032			\$2,154,083
2022	\$2,154,083	\$6,913			\$2,160,996
2023	\$2,160,996	\$87,685			\$2,248,681
2024*	\$2,248,681	\$63,702			\$2,312,383
* Balance as of December 29, 2023					

Table B.5

Stormwater Stabilization Fund					
Year	Start	Earnings	Receipts and Appropriations	Appropriations from the Fund	Balance
2024	\$0	\$0	\$0		\$0
* Balance as of December 29, 2023					

Table B.6

Opioid Settlement Stabilization Fund					
Year	Start	Earnings	Receipts and Appropriations	Appropriations from the Fund	Balance
2024*	\$0	\$5,120	\$255,005	(\$145,000)	\$115,125
* Balance as of December 29, 2023					

										Town Manager Recommendation		
Line #	Description	FY2023 Expended	FY2024 Current	FY2025 Base	FY2025 DSR4	FY2025 Total Request	Change from FY2024	Base Budget Reduction	DSR4 Reduction	Balanced Budget	Change from FY2024	
Townwide Expenses												
1	Casualty, Liability, Property & Selfinsurance Program	802,154.94	922,490	972,560		972,560	50,070 5.4%			972,560	50,070	5.4%
2	Debt Service	20,371,943.52	17,543,250	17,503,332		17,503,332	(39,918) -0.2%			17,503,332	(39,918)	-0.2%
3	Group Health Insurance, Employee Benefits & Administrative Costs	14,959,165.61	17,599,022	18,254,537	260,787	18,515,324	916,302 5.2%		(136,039)	18,379,285	780,263	4.4%
4	Needham Electric, Light & Gas Program	4,588,708.54	5,655,057	5,669,038		5,669,038	13,981 0.2%			5,669,038	13,981	0.2%
5	Retiree Insurance & Insurance Liability Fund	8,844,474.00	8,199,280	8,141,306	54,370	8,195,676	(3,604) 0.0%		(54,370)	8,141,306	(57,974)	-0.7%
6	Retirement Assessments	11,263,367.00	12,319,665	13,305,237		13,305,237	985,572 8.0%			13,305,237	985,572	8.0%
7	Workers Compensation	732,070.00	779,255	810,425	37,304	847,729	68,474 8.8%	(31,170)	(32,296)	784,263	5,008	0.6%
8	Injury on Duty & 111F	151,105.00	159,415	165,792		165,792	6,377 4.0%			165,792	6,377	4.0%
9	Classification Performance & Settlements	Transfers Only	449,857	881,000		881,000	431,143 95.8%			881,000	431,143	95.8%
10	Reserve Fund	Transfers Only	2,000,000	2,499,955		2,499,955	499,955 25.0%	(499,955)		2,000,000		
Group Total		61,712,988.61	65,627,291	68,203,182	352,461	68,555,643	2,928,352 4.5%	(531,125)	(222,705)	67,801,813	2,174,522	3.3%

										Town Manager Recommendation	
Line #	Description	FY2023 Expended	FY2024 Current	FY2025 Base	FY2025 DSR4	FY2025 Total Request	Change from FY2024	Base Budget Reduction	DSR4 Reduction	Balanced Budget	Change from FY2024
Select Board and the Office of the Town Manager											
11A	Salary & Wages	1,078,077.40	1,232,860	1,274,588		1,274,588	41,728			1,274,588	41,728
11B	Expenses	194,109.24	272,855	276,726	35,000	311,726	38,871			311,726	38,871
	Total	1,272,186.64	1,505,715	1,551,314	35,000	1,586,314	80,599	5.4%		1,586,314	80,599 5.4%
Office of the Town Clerk											
12A	Salary & Wages	411,017.00	419,525	469,848		469,848	50,323			469,848	50,323
12B	Expenses	74,162.38	86,480	108,230		108,230	21,750			108,230	21,750
	Total	485,179.38	506,005	578,078		578,078	72,073	14.2%		578,078	72,073 14.2%
Legal Services											
13A	Salary & Wages										
13B	Expenses	334,322.65	329,140	340,000		340,000	10,860	(10,860)		329,140	
	Total	334,322.65	329,140	340,000		340,000	10,860	3.3%	(10,860)	329,140	
Finance Department											
14A	Salary & Wages	2,163,587.29	2,119,313	2,378,251		2,378,251	258,938			2,378,251	258,938
14B	Expenses	1,359,993.33	1,594,151	1,546,253	249,500	1,795,753	201,602		(1,500)	1,794,253	200,102
14C	Capital	86,518.14	100,000	102,300	15,000	117,300	17,300		(15,000)	102,300	2,300
	Total	3,610,098.76	3,813,464	4,026,804	264,500	4,291,304	477,840	12.5%	(16,500)	4,274,804	461,340 12.1%
Finance Committee											
15A	Salary & Wages	43,401.79	45,358	45,365		45,365	7			45,365	7
15B	Expenses	923.78	1,590	1,760		1,760	170			1,760	170
	Total	44,325.57	46,948	47,125		47,125	177	0.4%		47,125	177 0.4%
Planning and Community Development											
16A	Salary & Wages	489,656.30	575,608	586,446	93,700	680,146	104,538		(93,700)	586,446	10,838
16B	Expenses	17,685.94	38,450	40,850	4,000	44,850	6,400		(4,000)	40,850	2,400
	Total	507,342.24	614,058	627,296	97,700	724,996	110,938	18.1%	(97,700)	627,296	13,238 2.2%
Police Department											
17A	Salary & Wages	7,408,228.09	8,003,770	8,683,176		8,683,176	679,406			8,683,176	679,406
17B	Expenses	435,883.13	610,498	634,767		634,767	24,269			634,767	24,269
17C	Capital	257,317.40	134,894	355,142		355,142	220,248			355,142	220,248
	Total	8,101,428.62	8,749,162	9,673,085		9,673,085	923,923	10.6%		9,673,085	923,923 10.6%
Fire Department											
18A	Salary & Wages	9,695,358.48	10,646,060	11,287,930		11,287,930	641,870			11,287,930	641,870
18B	Expenses	427,779.91	509,681	569,122		569,122	59,441			569,122	59,441
18C	Capital	35,334.00	40,027	42,791		42,791	2,764			42,791	2,764
	Total	10,158,472.39	11,195,768	11,899,843		11,899,843	704,075	6.3%		11,899,843	704,075 6.3%
Building Department											
19A	Salary & Wages	792,086.54	843,272	850,384		850,384	7,112			850,384	7,112
19B	Expenses	33,327.58	51,040	51,040		51,040				51,040	
	Total	825,414.12	894,312	901,424		901,424	7,112	0.8%		901,424	7,112 0.8%

										Town Manager Recommendation	
Line #	Description	FY2023 Expended	FY2024 Current	FY2025 Base	FY2025 DSR4	FY2025 Total Request	Change from FY2024	Base Budget Reduction	DSR4 Reduction	Balanced Budget	Change from FY2024
Minuteman Regional High School Assessment											
20	Assessment	1,367,739.00	1,640,461	1,925,523		1,925,523	285,062	(81,202)		1,844,321	203,860
	Total	1,367,739.00	1,640,461	1,925,523		1,925,523	285,062	17.4%	(81,202)	1,844,321	203,860 12.4%
Needham Public Schools											
21	Budget	84,849,868.63	92,155,973	97,694,162		97,694,162	5,538,189	(176,236)		97,517,926	5,361,953
	Total	84,849,868.63	92,155,973	97,694,162		97,694,162	5,538,189	6.0%	(176,236)	97,517,926	5,361,953 5.8%
Building Design and Construction Department											
22A	Salary & Wages	216,364.06	339,896	341,847	118,000	459,847	119,951		(88,500)	371,347	31,451
22B	Expenses	6,948.89	15,175	15,175	6,060	21,235	6,060			21,235	6,060
	Total	223,312.95	355,071	357,022	124,060	481,082	126,011	35.5%	(88,500)	392,582	37,511 10.6%
Department of Public Works											
23A	Salary & Wages	10,095,645.48	10,979,057	11,451,218	441,120	11,892,338	913,281		(191,782)	11,700,556	721,499
23B	Expenses	8,113,228.52	8,793,620	9,964,122	(92,055)	9,872,067	1,078,447		(179,925)	9,692,142	898,522
23C	Capital	82,398.66	193,731	137,325		137,325	(56,406)			137,325	(56,406)
23D	Snow and Ice	433,139.00	437,470	441,845		441,845	4,375	(17,000)		424,845	(12,625)
	Total	18,724,411.66	20,403,878	21,994,510	349,065	22,343,575	1,939,697	9.5%	(17,000) (371,707)	21,954,868	1,550,990 7.6%
Municipal Parking Program											
24	Program	120,694.14	159,654	172,252		172,252	12,598			172,252	12,598
	Total	120,694.14	159,654	172,252		172,252	12,598	7.9%		172,252	12,598 7.9%
Health and Human Services Department											
25A	Salary & Wages	1,978,085.43	2,074,477	2,135,693	197,226	2,332,919	258,442		(43,324)	2,289,595	215,118
25B	Expenses	403,069.65	477,925	459,006		459,006	(18,919)			459,006	(18,919)
	Total	2,381,155.08	2,552,402	2,594,699	197,226	2,791,925	239,523	9.4%	(43,324)	2,748,601	196,199 7.7%
Commission on Disabilities											
26A	Salary & Wages	1,500.00	1,500	1,500		1,500				1,500	
26B	Expenses	70.00	550	550		550				550	
	Total	1,570.00	2,050	2,050		2,050				2,050	
Historical Commission											
27	Program		1,050	1,050		1,050				1,050	
	Total		1,050	1,050		1,050				1,050	
Public Library											
28A	Salary & Wages	1,639,394.10	1,818,634	1,882,045	36,890	1,918,935	100,301		(36,890)	1,882,045	63,411
28B	Expenses	390,221.10	417,100	428,000	4,000	432,000	14,900		(4,000)	428,000	10,900
	Total	2,029,615.20	2,235,734	2,310,045	40,890	2,350,935	115,201	5.2%	(40,890)	2,310,045	74,311 3.3%
Park and Recreation Department											
29A	Salary & Wages	944,775.63	1,152,471	1,174,352		1,174,352	21,881			1,174,352	21,881
29B	Expenses	206,837.66	325,440	339,150		339,150	13,710			339,150	13,710
	Total	1,151,613.29	1,477,911	1,513,502		1,513,502	35,591	2.4%		1,513,502	35,591 2.4%

										Town Manager Recommendation		
Line #	Description	FY2023 Expended	FY2024 Current	FY2025 Base	FY2025 DSR4	FY2025 Total Request	Change from FY2024	Base Budget Reduction	DSR4 Reduction	Balanced Budget	Change from FY2024	
Memorial Park Trustees												
30	Program		750	750		750				750		
	Total		750	750		750				750		
Needham Council for Arts and Culture												
31	Program	8,300.00	8,300	8,300	10,000	18,300	10,000		(10,000)	8,300		
	Total	8,300.00	8,300	8,300	10,000	18,300	10,000 120.5%		(10,000)	8,300		
Department Budget Total												
		136,197,050.32	148,647,806	158,218,834	1,118,441	159,337,275	10,689,469 7.2%	(285,298)	(668,621)	158,383,356	9,735,550	6.5%
Total Operating Budget												
		197,910,038.93	214,275,097	226,422,016	1,470,902	227,892,918	13,617,821 6.4%	(816,423)	(891,326)	226,185,169	11,910,072	5.6%
Sewer Enterprise												
201A	Salary & Wages	1,003,176.63	1,144,544	1,194,443		1,194,443	49,899			1,194,443	49,899	4.4%
201B	Expenses	580,617.41	823,367	866,539		866,539	43,172			866,539	43,172	5.2%
201C	Capital	49,950.00	65,000	96,000		96,000	31,000			96,000	31,000	47.7%
201D	MWRA	6,760,857.00	7,084,841	7,084,841		7,084,841				7,084,841		
201E	Debt Service	606,349.51	610,000	670,000		670,000	60,000			670,000	60,000	9.8%
202	Reserve Fund		35,000	35,000		35,000				35,000		
	Total	9,000,950.55	9,762,752	9,946,823		9,946,823	184,071 1.9%			9,946,823	184,071	1.9%
Water Enterprise												
301A	Salary & Wages	1,141,588.56	1,598,687	1,632,768		1,632,768	34,081			1,632,768	34,081	2.1%
301B	Expenses	1,355,151.75	1,564,469	1,689,997		1,689,997	125,528			1,689,997	125,528	8.0%
301C	Capital		53,605	57,100		57,100	3,495			57,100	3,495	
301D	MWRA	1,464,186.00	1,887,130	1,887,130		1,887,130				1,887,130		
301E	Debt Service	1,244,475.11	1,250,000	1,460,000		1,460,000	210,000			1,460,000	210,000	16.8%
302	Reserve Fund		75,000	75,000		75,000				75,000		
	Total	5,205,401.42	6,428,891	6,801,995		6,801,995	373,104 5.8%			6,801,995	373,104	5.8%

Revenue Summary

Description	FY2023 Actual	FY2024 Recap	FY2025 Estimate	\$ Change	% Change
General Fund	235,175,784	231,310,249	241,892,636	10,582,387	4.6%
Enterprise Funds	18,424,001	20,840,057	20,304,893	(535,164)	-2.6%
Community Preservation Fund	4,550,915	4,619,839	3,966,115	(653,724)	-14.2%
Total Funding Sources*	258,150,700	256,770,145	266,163,644	9,393,499	3.7%

* Before adjustments, reimbursements, and subsidies

The General Fund accounts for revenues and expenditures necessary to provide governmental services and expenses. By definition, all financial resources that are not required to be accounted for in other funds are accounted for in the General Fund. The above table 2.1 shows that the total estimated funding sources for FY2025 will increase by approximately \$9.4 million or 3.7%. There is a large funding request from the Needham Housing Authority to the Community Preservation Committee, which if funded will require a substantial amount of the CPA reserves to fund, but no amount has been assumed or included in the CPA funding estimate for FY2025. The amount of Free Cash available for General Fund appropriation is not yet known, but we estimate the amount will be similar to the amount certified last year, in part because more than \$2.8 million was returned. For the purpose of this budget plan, we assume a Free Cash amount of \$15 million available for appropriation. This compares to the \$14,522,850 of Free Cash that was appropriated last year. Enterprise Fund appropriations for FY2024 included the use of \$5,006,274 of retained earnings. This budget plan has \$3,679,765 in retained earnings being used for appropriations and \$825,128 in one-time funds (prior capital projects) for FY2025 and receipts of \$15,800,000 (combined enterprise \$20,304,893). The Community Preservation Act (CPA) revenue estimate is \$3,966,115, but there is no assumption on the amount of CPA reserves that would be used to fund the three requests submitted to the Community Preservation Committee (CPC) for FY2025.

GENERAL FUND

Summary of General Fund Resources
Table 2.2

Description	FY2021 Actual	FY2022 Actual	FY2023 Actual [^]	FY2024 Recap	FY2025 Estimate	\$ Change
Property Taxes	161,661,687	170,417,731	178,257,886	184,565,923	192,495,723	7,929,800
State Aid	13,645,674	13,852,710	15,400,680	15,540,802	16,125,519	584,717
Local Receipts	14,589,825	16,217,044	22,960,442	13,930,250	14,210,000	279,750
Use of Reserves and Other Available Funds	1,492,947	1,324,796	3,912,320	2,750,424	4,061,394	1,310,970
Free Cash	7,862,473	11,526,630	14,644,455	14,522,850	15,000,000	477,150
General Fund Revenue	199,252,605	213,338,911	235,175,784	231,310,249	241,892,636	10,582,387
<u>Adjustments to General Fund Revenue</u>						
Reimbursements & Subsidies	1,330,058	1,407,415	1,216,515	1,356,398	1,300,000	(56,398)
CPA Share of Debt Service	1,425,000	1,021,397	969,632	1,078,631	1,388,082	309,451
Adjustments to General Fund Revenue	2,755,058	2,428,812	2,186,147	2,435,029	2,688,082	253,053
Available for General Fund Expenditures	202,007,663	215,767,723	237,361,931	233,745,278	244,580,718	10,835,440

[^]subject to final audit

Table 2.2 shows total revenue available for General Fund appropriations projected at **\$244,580,718** or **\$10,835,440** more than FY2024. Revenue from the property tax is estimated to grow by approximately \$7.9 million, state aid is estimated to grow by \$584,717, and local

receipts are estimated at \$279,750 more than the current year. Free Cash for appropriation has been assumed at \$15 million for FY2025.

The use of reserves and other available funds is approximately \$1.3 million higher than was used for FY2024. Free Cash is essentially level when compared to \$14,522,850 used for FY2024. The estimated total adjustment to General Fund revenues is \$253,053 more for FY2025 compared to FY2024. It is important to note that these are preliminary revenue projections. They are subject to change and should be viewed in this context for reasons discussed later.

FY2025 GENERAL FUND REVENUE ESTIMATE ASSUMPTIONS

Property Taxes

Under Massachusetts General Laws, property taxes overall are restricted to increases of 2.5% plus tax revenues derived from new growth. This is referred to as the annual levy limit. An additional taxing limitation under Proposition 2½ is the levy ceiling. The levy ceiling is equal to 2.5% of the Town's valuation. The total taxable value of the Town as of January 1, 2023 was \$13,145,798,176. This puts the tax levy ceiling at \$328,644,954. The tax levy including debt exclusions for FY2024 was \$184,565,923, so the Town is well below its legal ceiling.

The new growth tax revenue is derived from improvements to property by its use, reconstruction, or new construction, and is added to the tax base. The annual levy limit may also be increased by the amount of any general override (usually for operating expenses), and capital exclusion override. The annual levy limit is also increased by the amount of debt service that is payable during the year for debt that has been approved by the voters as a debt exclusion override. The increase in the FY2025 tax levy attributable to new growth is estimated based upon information provided by the Assessing and Building Departments.

Property Tax Levy

The property tax levy (refer to Table 2.3.1 on the next page) represents approximately 79.6% (Table 2.8) of all general fund revenues before adjustments. The FY2025 property tax levy is estimated to increase approximately 4.3% over the FY2024 actual tax levy, or approximately \$7.9 million. This compares to the nearly \$6.3 million increase that FY2024 tax levy was over the FY2023 actual levy, or approximately 3.2% increase. The tax revenue to support operations within the levy limit is increasing by an estimate of 5.1% over FY2024. Property Tax New Growth revenue has been much higher in recent years and the amount of New Growth for FY2024 (\$4,988,788) was over one million dollars more than FY2023 (\$3,968,707) and comparable to the amount realized for FY2022 (\$4,731,856). This higher New Growth amounts are not anticipated to continue. Higher interest rates have had an impact on the real estate market. Recent construction activity are projects that were approved and permitted before the series of interest rate hikes. The FY2025 budget plan assumes New Growth revenue of approximately \$2.2 million but may be amended when building activity through the end of 2023 is captured. The New Growth revenue during recent years was higher due to the significant investment and installation of equipment by the public utilities. New Growth revenue increase during those years resulted from the reduction of the exemption in the Tax Incremental Financing (TIF) agreement with TripAdvisor from 76% of the original new construction value to one percent of the initial value. With the reduction in the TIF amount for TripAdvisor, the new tax revenue increased by more than \$1.4 million. The one percent exemption continues through FY2028. The State has allowed the TIF to remain in place even though TripAdvisor fell short on some of its required benchmarks, which

were primarily due to COVID. COVID impacted much of the economy, but the hospitality and travel markets were impacted much more so than many. The Town also has a ten-year TIF agreement with NBCU which provides for a 70% deferral of the initial new growth value for four years, then declines to a 5% deferral for the fifth year, and then declines to a deferral of 1% of the original growth for the last five years of the agreement. However, the NBCU project delivered \$1.5 million in new personal property tax revenue for the Town in FY2020, revenue the Town would not have realized from a standard office complex development. The redevelopment of the former MUZI site that was anticipated to generate \$3 to \$5 million in New Growth revenue within the next couple of years has not materialized as the developer plans have been put on hold for an indeterminate period. Therefore, we have not included any amount in the FY2025 New Growth estimate related to that property. However, we are still weighing the options to amend the Debt Services Stabilization Fund (DSSF) to dedicate a New Growth revenue that could be realized from the redevelopment of the property to the DSSF. Town Meeting approval is required. The Town can take proactive steps now to secure those funds for the considerable investment in Town assets in the coming years.

Fiscal Year Tax Levy
Table 2.3.1

Description	FY2021 Recap	FY2022 Recap	FY2023 Recap	FY2024 Recap	FY2025 Estimate	\$ Change
Prior Year Base	142,426,994	150,539,475	159,039,704	166,984,404	176,147,802	
2-1/2 Allowance	3,560,675	3,763,487	3,975,993	4,174,610	4,403,695	
New Growth	4,551,806	4,731,856	3,968,707	4,988,788	2,221,029	
General Override						
Levy in Abeyance	(1,757,767)	(603,818)	(1,175,906)	(2,166,858)		
General Tax Levy Limit	148,781,708	158,431,000	165,808,498	173,980,944	182,772,526	8,791,582
Total Excluded Debt	14,448,298	14,375,000	13,844,279	10,764,226	9,794,892	
Less Excluded Debt Offsets	(791,205)	(766,324)	(727,478)	(27,668)	(24,130)	
Debt Exclusion Adjustment		(1,205,777)	(32,385)	(151,579)	(47,565)	
Excluded Debt to be Raised on Tax Levy	13,657,093	12,402,899	13,084,416	10,584,979	9,723,197	(861,782)
Property Tax Levy	162,438,801	170,833,899	178,892,914	184,565,923	192,495,723	7,929,800
Collections by Year End*	161,661,687	170,417,731	178,257,886			

*Includes collections of prior year taxes and pending refunds

The tax levy limit is calculated by increasing the allowed FY2024 levy limit, exclusive of debt exclusions, by 2.5% and then adding a component for new growth. New growth is a function of the additional value generated by construction during the preceding year. The additional tax dollar amount for new growth is determined by the value on the January 1 assessment date and is then multiplied by the applicable FY2024 tax rate.

The increase in the levy limit above the allowable annual limit and new growth is limited to the amount to be raised to pay the debt that has been excluded from the levy limit by the voters of Needham. The base tax levy, before accounting for debt exclusions, is expected to increase by approximately \$8.8 million over the FY2024 actual base levy. The amount of tax excluded debt that is to be paid by property taxes is estimated to decrease by \$861,782 for FY2025 over the FY2024 tax levy. The total excluded debt declined from \$13,844,279 in FY2023 to \$10,764,226 in FY2024. The excluded debt in FY2025 will decline to \$9,794,892. The excluded debt service and its effect on the tax levy will decline every year going forward, unless and until new projects are approved by the voters of Needham.

Table 2.3.2 (next page) shows the annual debt service by project that was added to the tax levy for fiscal years 2021 through 2024, and the amount to be added to FY2025. The table

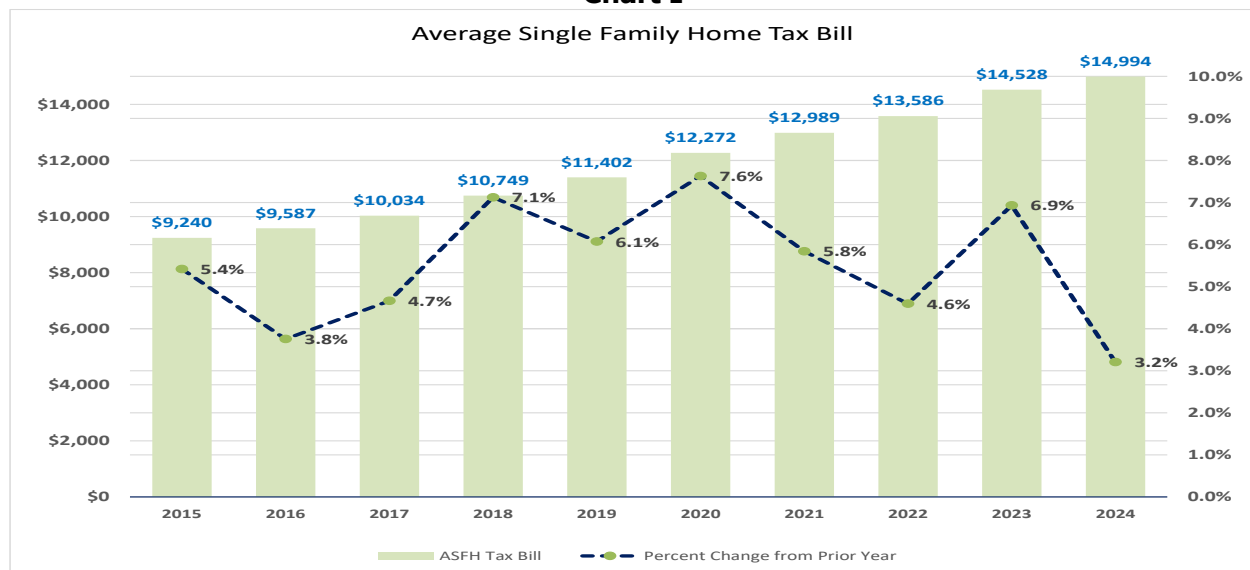
shows the percentage that the gross excluded debt would have increased the tax levy, and the percentage that the net excluded debt (the gross debt adjusted for offsets and adjustments) made up of the total tax levy. For FY2024, the total excluded debt service was \$10,764,226 which could have added 6.2% to the tax levy, but after accounting for the allowed adjustments, the actual amount added to the tax levy was \$10,584,979 which represented 5.7% of the total tax levy for the year. For FY2025, the \$9,794,892 in total excluded debt would add 5.4% to the estimated levy for the year, but with the credits, the net to be raised as the percent of the levy would be 5.1%.

Debt Exclusions Added to Tax Levy FY2021 - FY2025
Table 2.3.2

Description	FY2021	FY2022	FY2023	FY2024	FY2025
Debt Service					
Broadmeadow School	741,425	708,700	678,000	642,600	-
Eliot School	294,400	284,400	269,500	259,700	249,900
High Rock & Pollard Schools	1,087,335	1,041,410	1,007,160	970,760	924,410
High School	1,521,490	1,438,687	1,388,240	1,333,015	1,282,865
Newman School	1,124,960	1,058,043	1,033,975	1,000,845	977,110
Public Safety Buildings	4,961,890	7,443,229	7,129,823	4,282,675	4,148,925
Williams School	4,716,797	2,400,531	2,337,581	2,274,631	2,211,681
Total	14,448,297	14,375,000	13,844,279	10,764,226	9,794,891
General Tax Levy	148,781,708	158,431,000	165,808,498	173,980,944	182,772,526
Excluded Debt as a % of the General Tax Levy*	9.7%	9.1%	8.3%	6.2%	5.4%
Offsets and Adjustments					
MSBA Credits	(695,148)	(695,148)	(695,150)		
Premium Credits	(96,056)	(71,176)	(32,328)	(27,668)	(24,130)
Other Adjustments		(1,205,777)	(32,385)	(151,579)	(47,565)
Total	(791,204)	(1,972,101)	(759,863)	(179,247)	(71,695)
Net Excluded Debt Raised on Tax Rate	13,657,093	12,402,899	13,084,416	10,584,979	9,723,196
Total Tax Levy (Excluded and Within the Levy Limit)	162,438,801	170,833,899	178,892,914	184,565,923	192,495,722
Net Excluded Debt as a % of the Total Tax Levy	8.4%	7.3%	7.3%	5.7%	5.1%

* Before Offsets and Adjustments

Chart I



The property tax that one pays is primarily influenced by three factors: 1) Town Meeting appropriations and other amounts that the Town is required to pay, 2) the property tax allocation between commercial and residential, and 3) property values (assessments). The real estate market in Needham has remained strong compared to other areas in the state and the nation. The actual New Growth Figure will not be finalized until the fall and cannot be incorporated in the tax recap until certified by the Massachusetts Department of Revenue.

Chart II

Average Single Family Home Tax Bill Area Communities		
Municipality	FY2023	Shift*
Weston	\$23,893	No Shift
Brookline	\$21,372	1.745
Lincoln	\$19,373	1.443
Wellesley	\$18,087	No Shift
Sherborn	\$17,842	No Shift
Lexington	\$17,514	1.750
Concord	\$17,481	No Shift
Dover	\$16,736	No Shift
Belmont	\$16,450	No Shift
Winchester	\$16,214	No Shift
Wayland	\$15,958	No Shift
Sudbury	\$14,961	1.260
Newton	\$14,793	1.736
Needham	\$14,528	1.750
Westwood	\$13,270	1.700
Milton	\$10,669	1.561
Bedford	\$10,454	1.750
Arlington	\$10,228	No Shift
Natick	\$9,597	No Shift
Walpole	\$9,217	1.275
Dedham	\$8,581	1.750
Framingham	\$7,113	1.700
Norwood	\$6,223	1.710
Group Average (excluding Needham)		\$14,365
State-Wide Average		\$7,059
* Adopted shift of property taxes from residential to commercial (rounded)		
Source: DOR		

The Average Single-Family Home (ASFH) property tax bill for FY2024 in the Town of Needham was \$14,994. This represents a 3.2% increase over FY2023 (\$14,528). The chart on the previous page (Chart I) shows the ASFH tax bill for Needham and the percent change from the prior year for the period of FY2015 to FY2024. The Department of Revenue has not yet released any data related to the ASFH property tax bill in other communities for FY2024, so we have provided the data for FY2023. Needham's average single family home property tax bill is in the lower middle of 22 nearby or comparable communities (Chart II), but well over the state-wide average of \$7,059. Other than the Town of Norwood, all the communities in the group are above the state-wide average. This should not be unexpected as the value of many homes in this area is much greater than in the state overall. The average tax bill of the identified communities (excluding Needham), for FY2023 was \$14,365 which is 5.0% more than the average

of those communities in FY2022 (\$13,678). The average single family home tax bill in Needham for FY2023 increased by 6.9% from FY2022 (\$14,528 vs \$13,586). The average single family home tax bill increase state-wide was 5.0% (\$7,059 vs \$6,724). Another variable which affects the residential tax bill is whether a community shifts additional taxes from residential property to commercial property. The Select Board must hold an annual public hearing prior to submitting

approval of the tax rate to the Department of Revenue of whether adopt split tax rates and if so to what extent. State law allows a maximum shift of 1.75. The Town of Needham has adopted that shift level for a number of years. Of the 22 nearby or comparable communities, 12 adopted a shift of taxes from residential to commercial and ten communities did not shift taxes (adopting a single tax rate for all property) for FY2023. The range of the shift for communities that did adopt a shift was 1.260 (Sudbury) to 1.750 (Bedford, Dedham, and Lexington).

State Aid

Most State aid, especially Cherry Sheet aid, is a function of the State budget. The Governor is not required to file the state budget plan until the fourth Wednesday in January (January 24, 2024). This will be after the release and presentation of the Town Manager's Balanced Budget for FY2025. At the time of this estimate, the Governor had already announced 9C FY2024 budget cuts. 9C is a general reference to the section of State Law (Chapter 29) that gives the governor the authority to make unilateral budget cuts to balance the current year budget without legislative approval. Although the reductions do not impact the current Cherry Sheet revenue distribution to Needham for FY2024, there are other appropriations approved by the State which support specific expenditures and programs that Needham relies on which have been reduced. The state revenue forecast for FY2025 suggests an increase in state aid, but at this time, we anticipate that the amount of aid will not be at that level and not at a level seen during the last couple of years. For the purposes of this estimate, we have assumed a 4.0% increase over the current fiscal year in Chapter 70 and a 2.5% increase in Unrestricted General Government Aid (UGGA). We have assumed that all the other Cherry Sheet aid programs which the Town is scheduled to receive for FY2024 will be level dollar for FY2025. During the winter and spring months, the Legislature will review the Governor's budget proposal, and will release its own budget proposal. In past years, such changes to local aid have altered both the amount of aid and the method of distribution.

State Aid Table 2.4						
Description	FY2021 Actual	FY2022 Actual	FY2023 Actual^	FY2024 Recap	FY2025 Estimate	\$ Change
Chapter 70	11,025,783	11,192,613	12,371,314	13,312,456	13,845,000	532,544
School Transportation						
Charter School Tuition	3,698	28,264	17,758	21,755	21,755	
Homeless Transportation		23,764				
State Aid for Education	11,029,481	11,244,641	12,389,072	13,334,211	13,866,755	532,544
Unrestricted General Government Aid	1,853,722	1,801,326	2,182,096	2,086,917	2,139,090	52,173
Police Career Incentive						
Veterans Benefits	15,033	13,693	14,794	15,235	15,235	
Chapter 59 Elderly Exemptions	6,526	48,878	43,708	33,519	33,519	
Public Library Aid	45,764	48,842	64,401	70,920	70,920	
State Aid for General Government	1,921,045	1,912,739	2,304,999	2,206,591	2,258,764	52,173
Total Cherry Sheet Aid	12,950,526	13,157,380	14,694,071	15,540,802	16,125,519	584,717
MSBA Payments	695,148	695,148	695,150			
Other State Payments		182	11,459			
Other State Aid	695,148	695,330	706,609			
Total State Aid	13,645,674	13,852,710	15,400,680.28	15,540,802	16,125,519	584,717

^subject to final audit

The Governor's budget is presented to the Legislature, and the House of Representatives reviews it. The House Ways and Means Committee will develop its own recommendations to

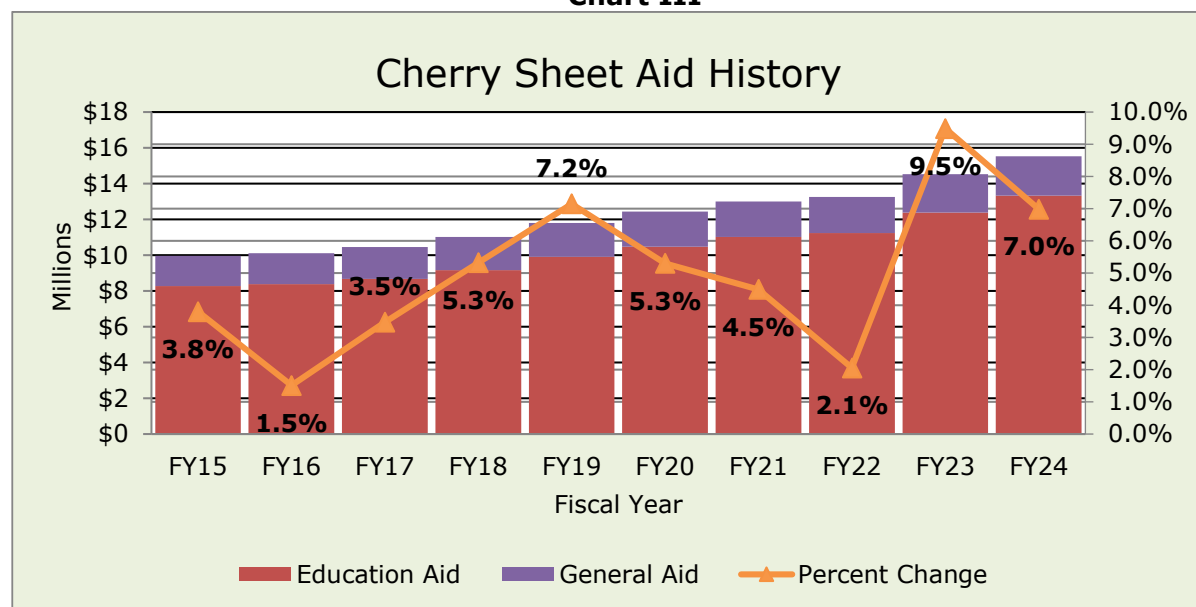
present to the full House for debate and amendment. After the House adopts a budget plan, it is forwarded to the Senate for a similar process. After the Senate prepares and votes on its budget plan, the House and Senate conference by way of a committee to resolve any differences between the two budget plans. A single budget document is then presented to the full body of the House and subsequently to the Senate for final debate and vote. The approved budget is then sent to the Governor for approval or veto. During this entire process, amendments are usually made which can alter the amount of aid the Town will actually receive.

State aid (Table 2.4) on the previous page, represents approximately 6.7% (Table 2.8) of the total general fund before adjustments. As noted earlier, the Governor's budget plan is not expected until January 24, 2024, and so unless the Governor's budget plan assumes less total aid to Needham than our estimate, any revision to revenue would be to mitigate the reduction to Overlay. The Governor's budget proposal is subject to review and amendment, and final figures are not expected until late spring.

Cherry Sheet Aid

Cherry Sheet aid comes from the Commonwealth where funds are allocated either through distribution formulas or reimbursement formulas. Distribution formulas often incorporate equity factors such as property wealth, income, and effort. Reimbursement formulas provide full or partial funding for program expenditures or foregone revenues. In addition to reimbursements and distributions, there are also Cherry Sheet programs designated as Offset Items. These items are amounts that constitute categorical aid, i.e., funds that must be spent for specific programs. The funds received under programs designated as Offset Items may be spent without appropriation by the Town for the intended purpose (see Adjustments to General Fund Revenue). All other receipt items on the Cherry Sheet are considered revenues of the Town's general fund and may be spent for any purpose subject to appropriation. Chart III reflects the history of the total amount of Cherry Sheet aid broken out by general and education aid with the annual percentage change in the total for the years FY2015 through FY2024.

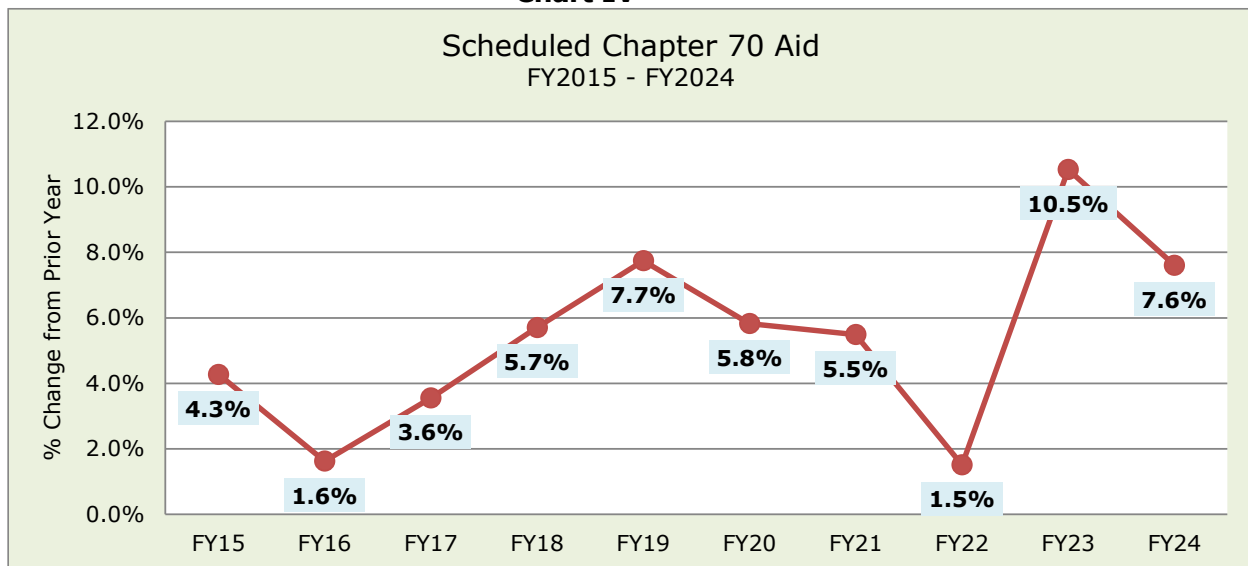
Chart III



Chapter 70 aid is commonly referred to as general school aid. The State explains that Chapter 70 is a formula aid program that is based on a Foundation Budget that is calculated by the Commonwealth for each school system, which considers enrollment, pupil characteristics, inflation, and geographical differences in costs such as wages. The Foundation Budget is what the State has determined to be the minimum spending level for a school system. The formula takes into consideration a community's ability to pay the cost of education based on property values and income. This information is based on equalized property valuations calculated by the Massachusetts Department of Revenue every other year and income data from State tax returns. The State's goal was to ensure that a minimum of 17.5% of the calculated budget for each school system was made up of State aid. This is not 17.5% of what a community may choose to fund.

The Town of Needham saw an increase in Chapter 70 funding every year since FY2015. The Town received \$337,938 more in FY2015, an increase of 4.3%, followed by \$134,050 increase, 1.6% in FY2016. The distribution from the State in FY2017 was \$297,605 more or 3.6% over prior year, followed by a \$494,965 (5.7%) increase for FY2018. The Town received \$709,792, an increase of 7.7% in FY2019, followed by a 5.8% increase or \$575,563 in FY2020, and \$574,068 more in FY2021 or 5.5%. During FY2022 the Town received \$166,830, just 1.5% more than FY2021, but during FY2023 the Town received \$12,371,314, an increase of \$1,178,701 (10.5%). The Town is estimated to receive \$13,312,456 or \$941,142 (7.6%) more for FY2024, provide the Governor does not make additional cuts which impact local aid. The FY2025 estimate (\$13,845,000) is 532,544 higher than the current year, or a 4.0% increase. Chart IV shows the annual percent change in Chapter 70 aid from FY2015 through FY2025.

Chart IV



The Additional Assistance and Lottery aid programs were consolidated into a new aid category called **Unrestricted General Government Aid (UGGA)** in FY2010. The Town received \$1,853,722 in FY2020, an increase of \$48,735 or 2.7% more than the prior year; for FY2021 the Town received the same amount (\$1,853,722), and for FY2022 the Town received \$1,801,326 a decrease of \$52,396. The Town was scheduled to receive \$1,918,602 for

FY2022 or \$64,880 (3.5%) more than the prior year, but the State distribution was not received until after end of the fiscal year. The monies were credited to FY2023. The Town received \$2,182,096 an increase of 21.1% during FY2023. The Town is estimated to receive \$2,086,917 for FY2024. This is \$95,179 less than what was credited during FY2023. However, as previously mentioned, FY2023 included an FY2022 payment which was not received until after the close of FY2022 (\$52,396) and also the Town received an additional \$107,493 above what was expected. We have estimated \$2,139,090 for FY2025, or \$52,173 (2.5%) more than the FY2024 Cherry Sheet amount.

The total for all the **other Cherry Sheet aid** programs that have been identified for Needham - charter school tuition, homeless transportation reimbursements, veterans' benefits, property tax exemption reimbursements, and aid to public libraries totaled \$71,021 for FY2021. The Town received \$163,441 in FY2022, and for FY2023 the Town received a total of \$140,661. The total of the other Cherry Sheet aid programs is \$141,429 for FY2024 and we assume the same amount for FY2025.

Local Receipts

Our time-honored approach of conservatively estimating local receipts is based on a target range. Our goal is to have a local estimate total, by the time the tax rate is sent to the Department of Revenue (DOR) for review, which is less than 80 percent of the prior year's actual receipts excluding non-recurring revenue. The FY2023 actual receipts were higher than FY2022 receipts by \$6,743,398. The FY2022 actual receipts were higher than FY2021 receipts by \$1,627,220. But the FY2022 local receipt increase was the first since FY2019. The FY2023 actual receipts of \$22,960,442 included \$616,205 of receipts that are classified as nonrecurring receipts. We have estimated total local receipts will increase by two percent over the FY2024 estimate. However, excluding nonrecurring revenue, the increase is 5.3%. The estimate, excluding nonrecurring revenue, is currently projected at approximately 63.6% of the 2023 actual receipts. The lower estimate as a percentage of the prior year actual is a reflection of two local receipt categories where the FY2023 revenue was exceptionally high. Comparing the estimate to the FY2022 actual, the estimate is approximately 89.4% of the actual.

We prepare the projections of local receipts by comparing FY2023 estimated receipts to actual receipts; FY2023 actual receipts to FY2022 actual receipts, FY2024 estimated receipts to the FY2023 actual receipts and FY2024 year-to-date numbers. We also look at trend lines over three and five years. The Department of Revenue will only allow a community to forecast local revenue up to the level of collection in the previous fiscal year. Under certain circumstances and with appropriate documentation, the Department of Revenue may allow a community to exceed its prior year actual revenue, e.g., by establishing a new fee or significantly increasing an existing fee or charge. During this analysis, the FY2024 estimated receipts were revised. As the year progresses, further analysis of collections will be performed to determine if fiscal year 2024 activity demonstrates a trend that deviates from projections. It is also important to note that if certain budgetary reductions are made to departments that generate or manage the collection of receipts, the estimate may need to be revisited.

Consequences of overly aggressive local receipt estimation include a reduction in the margin between budgeted and actual receipts to cover unanticipated drops in other revenue sources and unexpected increases in expenses (particularly non-appropriated costs), and lower Free Cash certification for the future year than would otherwise be possible. A tighter margin could

also negatively affect the Town's credit rating, and hence increase borrowing costs for the Town and consequently higher tax bills for residents.

Local Receipts
Table 2.5

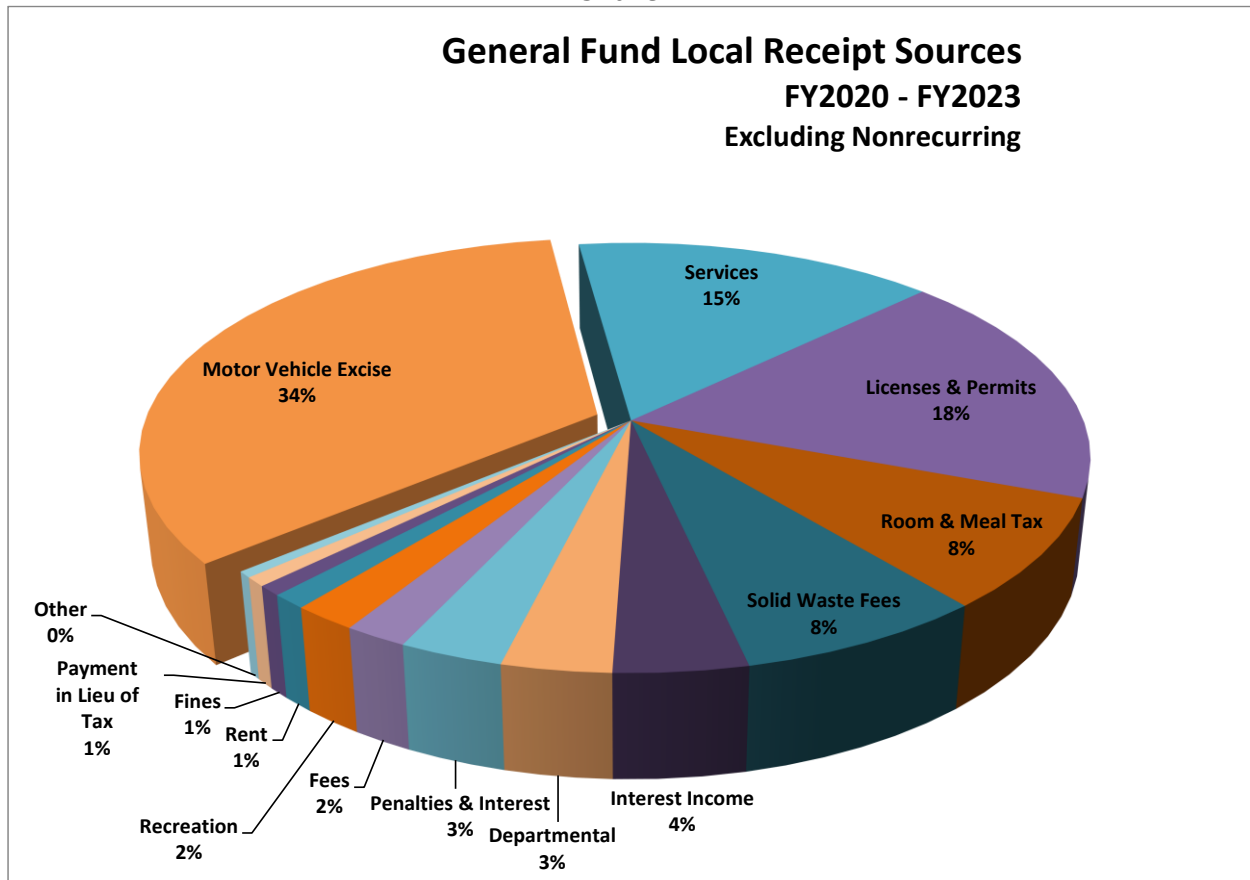
Description	FY2021 Actual	FY2022 Actual	FY2023 Actual^	FY2024 Recap	FY2025 Estimate	\$ Change
Motor Vehicle Excise	5,129,306	5,837,070	6,779,778	5,075,000	5,500,000	425,000
Other Excise	643,481	1,415,760	1,967,568	1,400,000	1,500,000	100,000
Penalties & Interest	499,343	515,392	877,076	315,000	337,000	22,000
Payment in Lieu of Tax	139,204	147,913	103,860	85,000	85,000	
Solid Waste Fees	1,448,570	1,189,410	1,461,825	1,100,000	1,100,000	
Charges for Services	2,435,242	2,245,676	2,669,089	1,900,000	2,045,000	145,000
Fees	405,578	419,607	146,866	117,250	115,000	(2,250)
Rents	265,619	208,202	167,972	143,000	143,000	
School Income	8,507					
Library Department Income						
Recreation Department Income	196,578	236,392	561,474	450,000	450,000	
Other Department Income	461,491	600,976	641,663	485,000	510,000	25,000
Licenses & Permits	2,068,299	2,771,497	5,099,527	1,925,000	1,925,000	
Special Assessments	363		8,915			
Fines & Forfeits	60,974	110,191	117,166			
Investment Income	228,969	194,651	1,520,840	500,000	500,000	
Medicaid Reimbursement	2,319	1,642				
Miscellaneous Income	3,282	3,296	220,618			
Nonrecurring Income	592,701	319,369	616,205	435,000		(435,000)
Total	14,589,825	16,217,044	22,960,442	13,930,250	14,210,000	279,750

^subject to final audit

Local receipts represent approximately 5.9% (Table 2.8) of the total general fund before adjustments. Local receipts consist of items such as other taxes and excises, licenses, permits, and penalties, fines and forfeitures, investment income, and income from departmental activities and services. The budget estimate for FY2025 of **\$14,210,000** (Table 2.5) is an increase of \$279,750 or 2.0% from the revised FY2024 budget of \$13,930,250. However, the FY2024 estimate included \$435,000 of non-recurring receipts; so, a better comparison would be recurring receipts to recurring receipts. The FY2025 \$14.2 million estimate is 5.3% more than the \$13.5 million recurring estimate for FY2024, or \$714,750 more. When completing the tax rate setting process, we reduced some of the estimates and increased others for the FY2024 receipts based on FY2023 results and trends. The total was below the target range for estimation because some receipts for FY2023 were exceptionally (penalties and interest, building permits and investment income) higher than the prior year (FY2022) actual receipts, and current market conditions suggest these receipts may be lower than the actuals for FY2023.

The three major sources of local receipts, which made up nearly 67% of total receipts over the last four years (Chart V) on the next page, are Motor Vehicle Excise, Charges for Services, and License and Permits. Year after year motor vehicle excise tax is the major local revenue source accounting for as much as 37% of the total local receipts in a given year and the average percentage over the 2020 – 2023 time period was 33.9%. Therefore, an overestimation of this revenue will have a negative impact on the Town's financial position. All three receipt categories are influenced by the economy, locally and nationally, more so than other receipts.

Chart V



All vehicle owners who have their vehicles registered in the Commonwealth of Massachusetts pay an annual **Motor Vehicle Excise** tax to the community in which the vehicle is principally garaged. The Registry of Motor Vehicles provides listings several times during the year with the vehicles that are registered in Needham, along with the value for each. The vehicle values are the manufacturers' list prices for vehicles in their year of manufacture. The present market value, price paid, and/or condition are not considered for excise tax purposes. The excise tax law establishes its own formula for valuation for state tax purposes whereby only the manufacturer's list price and the age of the motor vehicle are considered. In the year preceding the model year of the vehicle (i.e., 2025 vehicle purchased in 2024) the value is 50%; in the model year the value is 90%; in the second year the value is 60%; in the third year the value is 40%; in the fourth year the value is 25%; and in the fifth and succeeding years the value is 10%. The Town relies on this information to calculate and issue excise bills. The motor vehicle excise tax rate is set by State law at \$25 per \$1,000 valuation. The rate is uniform throughout the Commonwealth.

We have assumed approximately an 8% increase or \$3,425,000 from the FY2024 revised estimate of \$5.1 million. Motor vehicle excise receipts for FY2025 are projected at approximately **\$5.5 million** which is 81.1% of the FY2023 actual. This is a revenue source that we continue to monitor closely. We do not anticipate increasing this revenue estimate

any higher because a negative swing with this revenue item can have a notable impact on Free Cash.

In 1986, the Town of Needham adopted a local option room excise tax at 4%; the Town adopted the State-allowed rate of 6% which became effective January 1, 2010. Hotels, motels, and certain other establishments collect this excise on the taxable portion of rents they collect. The businesses remit the funds to the State. The State sends payments to the Town during the year, which is accounted for as **Other Excise** under the local receipts group. The Town of Needham also accepted the 0.75% local option meals excise effective January 1, 2010. The local establishments report and remit the meals tax to the Department of Revenue (DOR). Collections from both the room excise and the meals excise have shown recovery after the downturn due to COVID, which negatively impacted these revenue sources for a couple of years. A history of the last six completed fiscal years for each excise is shown in Chart VI. During FY2020 the Town received \$1,684,874 which was a decrease from the prior year. Revenues for FY2021 dropped to \$643,481, a decline of more than \$1 million from FY2020. However, during FY2022 the Town received \$1,415,760, a swing of \$772,279, more than 120% increase over the prior year. The following year (FY2023) receipts increased by \$551,809 to \$1,967,568, an increase of 39%. The revised estimate for FY2024 was set at \$1,400,000. We are forecasting an increase for next year but at a lower growth rate. The FY2025 estimate is **\$1,500,000**, a 7.1% increase over the FY2024 estimate and represents approximately 76% of the FY2023 actual.

Chart VI

Meals Excise				Room Excise			
Fiscal Year	Meals Excise	Fiscal Year	Meals Excise	Fiscal Year	Room Excise	Fiscal Year	Room Excise
2018	\$497,446	2021	\$329,495	2018	\$1,045,862	2021	\$313,986
2019	\$543,389	2022	\$501,341	2019	\$1,357,713	2022	\$914,419
2020	\$499,167	2023	\$599,284	2020	\$1,185,706	2023	\$1,368,285

The **Penalties & Interest** category includes penalties charged for the late payment of real estate and motor vehicle excise bills, tax lien redemptions, and interest accrued on deferred taxes. This is a revenue source that can have major swings from year to year. The fluctuations in actual collections reflect the unpredictability of the timing of payments, particularly settlements on deferred taxes and tax title accounts. The FY2021 actual receipts were \$499,343 and FY2022 receipts were \$515,392. The FY2023 receipts were \$877,076 as the Town has been seeing more overdue accounts settling up as entities continue their recovery from the economic effects of the pandemic. The revised estimate for FY2024 was increased to \$315,000 and we have set the FY2025 estimate at **\$337,000** which is a 7% increase over the current year and is approximately 38% of the prior year actual.

Payment In Lieu of Tax is a voluntary payment made by certain tax-exempt entities. The Town receives payments from BID/Needham and the Needham Housing Authority (NHA), but payment from the NHA is dependent on Federal funding. The Town and the Hospital executed a new PILOT agreement in November 2023. The Town received \$93,000 in FY2020 which was a decline from the prior year. However, there was a delay in receiving scheduled payments during FY2020. There was a bump up in revenue for FY2021 with \$139,204, and a further increase for FY2022 at \$147,913, only to decrease by \$44,053 in FY2023 for a total of

\$103,860. We lowered the FY2024 estimate from \$120,000 to \$85,000 and have level dollar the estimate at **\$85,000** for FY2025. This is approximately 82% of the FY2023 receipt.

Solid Waste Fees are the charges and fees collected for the disposal of solid waste and other items. This will be the fourth year that this revenue is part of the General Fund. FY2020 was the first year that this revenue was part of the General Fund which generated \$1,108,099. There was a visible uptick in activity at the RTS which generated \$1,448,570 in solid waste disposal fees for FY2021. During FY2022, there was a decline of \$259,160 (17.9%) in disposal receipts with a total of \$1,189,410 collected. During FY2023 the Town received \$1,461,825, an increase of \$272,415 (22.9%). The estimate for FY2024 was increased from the original estimate of \$1,000,000 to \$1,100,000. The estimate for FY2025 is level dollar at **\$1,100,000**. This represents approximately 75% of the FY2023 actual.

The category of **Charges for Services** includes charges for ambulance services, certain parking revenue, and charges by the DPW. This revenue also includes solar electric payments the Town receives from Eversource for power generated by the solar array at the former landfill. The amount generated from the solar array is a significant portion of the total receipts under this category, but fluctuates. The revenue generated from the solar payments is affected by the amount of power produced, the time of day the power is provided (the utility pays different rate depending on the peak and off-peak demands), and the actual rate Eversource must pay for the production. A history of the last six completed fiscal years collections is shown in Chart VII. The total from all services provided was \$1,889,262 in FY2020. With the increase in solar revenues, the running of two full-time ambulances, and the resumption of the sale of parking permits, revenue collections improved with \$2,435,242 received during FY2021. The FY2022 receipts declined to \$2,245,676. FY2023 revenue increased to \$2,669,089 which was due to the increase in solar energy payments from Eversource. The estimate for FY2024 is \$1,900,000. We have increased the estimate to **2,045,000** for FY2025. This represents an increase of 7.6% and is approximately 77% of the FY2023 actual revenue.

Chart VII
Solar Energy Payments

Fiscal Year	Payment	Fiscal Year	Payment
2018	\$1,025,931	2021	\$1,234,585
2019	\$1,147,907	2022	\$905,263
2020	\$807,467	2023	\$1,188,079

The Town collects various **Fees** which include returned checks, FID cards, administrative fees for details, Registry of Motor Vehicle license and registration non-renewal releases, and parking meter receipts. The total fees collected in FY2020 was \$351,189 which included payment of cannabis related fees of \$135,685. During FY2021 the Town received \$405,578 again benefitting from the increase in cannabis revenue with \$263,488 paid to the Town. The total amount in fees collected during FY2022 increased to \$419,607, of which \$228,025 was from cannabis. The actual revenue was lower than the FY2023 estimate, which was originally at \$320,000, but we decreased the estimate to \$155,000. This was done in anticipation that state law will be amended to restrict local agreements with cannabis operators from making payment to the municipality beyond direct cost offsets. As anticipated the Town saw the loss of the cannabis revenue but the total actual income from fees also decreased with a total of

\$146,866, a decrease of 65% (\$272,741) from FY2022. Consequently, the estimate for FY2024 was lowered from \$165,000 to \$117,250. The estimate for FY2025 has been lowered to **\$115,000** which is 1.9% less than the revised estimate for FY2024, and represents approximately 78% of the FY2023 actual.

Rental Income is collected on a lease with the Needham Golf Club. The Town has a long-term lease with the Needham Golf Club (NGC) which runs for twenty years. The land which the NGC leases is considered taxable. The Town also has a rental agreement with Tesla for use of the former landfill site where the solar panels are located. The Town also collects rent on the use of Town facilities such as Powers Hall. Total rental income for FY2021 was \$265,619 which included collections on back year rents which were deferred because of COVID. The total rents collected during FY2022 declined as expected to \$208,202 and declined again, which was not expected to \$167,972. The estimate for FY2024 was revised from the original estimate of \$180,000 to \$143,000. The FY2025 estimate has also been set at **\$143,000** which is approximately 85% of the FY2023 actual.

School Income generated by the School Department for tuitions received began in FY2016. Most all revenue received by the School Department from its activities is accounted for through revolving funds and special revenue accounts and is not available for general governmental purposes. The School Department turned in \$8,507 for FY2021 and nothing in FY2022 or FY2023. There was no estimate for FY2024, and we assume the same for FY2025.

Recreation fees are collected by the Park and Recreation Department for Rosemary Pool, summer programs, and rental of fields. Other Park and Recreation programs are accounted for separately in a revolving fund. Park and Recreation was one of the departments that were financially impacted negatively because of COVID. FY2020 actual receipts totaled \$358,649, which was a decline from the previous year and FY2021 revenue declined to \$196,578. Revenue increased during FY2022 with \$236,392 as most activities were running and attendance levels high. FY2023 saw income increase to a level above the pre-COVID years, with \$561,474 collected by year end. The estimate for FY2024 was increased from \$205,000 to \$450,000 and is level dollar for FY2025. The **\$450,000** estimate represents approximately 80% of the FY2023 actual.

Other Department Income includes revenue collected by the various Town departments, which are not properly accounted for in the other accounts. This would include amounts received by the planning and conservation departments. The total receipts for FY2021 were \$461,491, which increased to \$600,976 for FY2022, and to \$641,663 for FY2023. The estimate for FY2024 is \$485,000. The estimate for FY2025 has been increased approximately by 5.2% to **\$510,000**, which is more than 79% of the FY2023 actual.

The category of **Licenses and Permits** includes licenses issued by the Select Board and Town Clerk, and permits issued by the Building, Fire, and Health Departments. Actual receipts in FY2020 were \$2,381,660, which was a decline from the prior year and the decline continued for FY2021 with total receipts of \$2,068,299, a drop of 13% from the prior year. Revenue increased during FY2022 with \$2,771,497 in total receipts, or \$703,199, approximately a 34% increase. FY2023 was a banner year with total income of \$5,099,527, primarily all from building permits. This was an increase of \$2,328,030 (84%) over the prior year. The estimate for FY2024 is \$1,925,000 and the estimate for FY2025 is the same. The **\$1,925,000** estimate is approximately 38% of the FY2023 actual. Building permit activity is the primary and

substantial revenue stream for this category of receipts. Chart VIII provides the history of the actual building permit revenue collected during the past six completed fiscal years. Over the seven-year period, building permits generated revenue with a high of more than \$4.8 million (FY2023) and a low of \$1.8 million (FY2021). Building and construction activity is volatile, and has a greater sensitivity to changes in interest rates, and hence we estimate a lower percent of the actual than most receipts.

Chart VIII

Building Permit Activity

Fiscal Year	Permits	Fiscal Year	Permits
2018	\$2,257,261	2021	\$1,822,461
2019	\$2,261,032	2022	\$2,508,020
2020	\$2,079,634	2023	\$4,820,695

Special Assessments are usually one-time or series events and are projected as they become known.

The category of **Fines and Forfeits** includes parking tickets, court fines, and other violations. Enforcement of parking regulations and other non-criminal infractions were limited due to concerns related to COVID, but resumed in 2021. There has also been a growing trend across the United States to not overtly depend on fines and forfeiture to fund governmental activities, which tend to fall more heavily on those with limited means. The Needham Public Library ended the assessment of fines for overdue returns.

Chart IX

General Fund Investment (Interest) Income

Fiscal Year	Interest	Fiscal Year	Interest
2018	\$434,319	2021	\$228,969
2019	\$979,649	2022	\$194,651
2020	\$834,163	2023	\$1,520,840

Investment (Interest) Income is another revenue stream that has significant up and down swings (Chart IX). The actual interest earnings of \$834,163 during FY2020 were lower than FY2019 (\$979,649), and FY2021 saw a momentous decline in total interest of \$228,969, more than a 72% drop. The decline in interest earnings was driven by the actions taken by the Federal Reserve Board to lower interest rates to near zero to stimulate the economy during the Pandemic. We revised the original FY2022 estimate from \$264,000 to \$150,000. Actual income earned during FY2022 declined to \$194,651, a decline of nearly 15%. FY2023 was surprisingly a banner year as well with interest earnings of \$1,520,840 or a 681% increase over FY2022. The anticipated decline in interest rates did not happen during FY2023, and rates, although they have come down a little, are higher than they have been and hence the FY2024 estimate was increased from \$195,000 to \$500,000 which was a 256% increase. We have estimated FY2025 at the same **\$500,000**, which represents approximately 33% of the FY2023 actual, which provides a buffer should interest rates decline next year.

Medicaid reimbursements are classified as a local receipt revenue source, which often fluctuates from year to year (Chart X), but the last few years the trend has been one of noticeable decline. In FY2020 the Town received \$67,188 in Medicaid revenue, which was a decline of \$113,484 or 62% from FY2019, and FY2021 the revenue declined to \$2,319. FY2022 was the lowest at \$1,642, until FY2023 which the Town received no funds. We made no estimate for FY2024, nor an estimate for FY2025.

Chart X
Medicaid Reimbursements

Fiscal Year	Medicaid	Fiscal Year	Medicaid	Fiscal Year	Medicaid
2015	\$211,056	2018	\$207,679	2021	\$2,319
2016	\$176,672	2019	\$180,672	2022	\$1,642
2017	\$194,935	2020	\$67,188	2023	\$0

Miscellaneous Income totaled \$7,967 for FY2020, and declined to \$3,282 for FY2021. The total for FY2022 was just \$14 more (\$3,296), but FY2023 saw \$220,618 collected. However, \$217,288 was from Opioid settlement payments, which now will be credited to Opioid Stabilization Fund that Town Meeting approved in May 2023. Excluding the opioid payments total receipts were \$3,330. For recurring miscellaneous income, we have made no estimate for the current year nor FY2025.

Nonrecurring Income represents funds that may be received but are not expected to reoccur, e.g., one-time grants, financial assistance for an event, etc. In FY2021, the Town reported nonrecurring receipts of \$592,701. Most of the nonrecurring receipts were a result of various refunds and rebates which totaled \$394,001. The sale of surplus equipment by the Town and the School departments generated \$108,575. The Town also received payment of \$90,125 from its solar energy producer because the company did not meet its power production guarantee. The \$319,369 of nonrecurring receipts received during FY2022 were a result of various refunds and rebates which totaled \$31,089. The sale of surplus equipment by the Town and the School departments generated \$266,691. The Town also received payment of \$10,159 for an energy rebate and \$8,662 in electricity refunds from Eversource. The Town collected \$2,768 in prior-year receivables that were previously deemed uncollectible and written off. For FY2023, the nonrecurring receipts included various refunds and rebates which totaled \$5,628.98. The sale of surplus equipment by the Town and the School departments generated \$331,858. The Town received a community payment of \$200,000 from Children's Hospital in connection with the construction of a new medical facility in Needham. The Town received \$35,515.37 in monies deemed abandoned. The Town also received payments of \$36,224.59 for energy rebates and \$2,536.67 in electricity refunds from a contractor. The Needham Public Schools received a payment of \$3,500 from National Center for Civil Innovation to reimburse for a stipend. The Town collected \$534.37 in prior year receivables that were previously deemed uncollectible and written off and \$407.00 in lost motor vehicle excise revenue from the Commonwealth. The FY2024 estimate of \$435,000 of miscellaneous nonrecurring receipts represents proceeds from Eversource (\$205,000) for road repairs and \$230,000 from Children's Hospital of which \$30,000 is to mitigate traffic impacts as required under the project approved by the Planning Board and \$200,000 is a one-

time payment required under the agreement approved by the Town. There is no estimate for miscellaneous nonrecurring receipts for fiscal 2025.

General Fund Recurring Receipts
Table 2.6

Description	FY2021 Actual	FY2022 Actual	FY2023 Actual^	FY2024 Recap	FY2025 Estimate	\$ Change
Property Taxes	148,004,594	158,014,832	178,257,886	173,980,944	182,772,526	8,791,582
State Aid	12,950,526	13,157,380	14,694,071	15,540,802	16,073,346	532,544
Local Receipts	13,997,123	15,897,676	22,344,237	13,495,250	14,210,000	714,750
Total Receipts	174,952,243	187,069,887	215,296,195	203,016,996	213,055,872	10,038,876

^subject to final audit

Other Available Funds

Other available funds (\$4,061,394) represent 1.7% (Table 2.8) of the total general fund before adjustments and offsets. Projections of reserves follow past budget methodology. The uses of the funds are based on historical uses of these funds. The two available funds that have been recurring are Debt Exclusion Offsets and Overlay Surplus. Other available funds are correlated to expenses. These funds must be specifically identified by Town Meeting in the motion in order for them to be used.

Debt Exclusion Offset is an amount equal to the amortized value of a premium that may have been received on a debt-excluded bond or note and is spread over the life of the loan. The offset reduces the amount of the excluded debt service that is raised on the tax levy. The amount for FY2025 is **\$24,130**.

Overlay Surplus is generated when it is determined that all claims for abatements and exemptions on property tax levies of a particular fiscal year have been resolved, and uncollected taxes for the year have been secured with a tax taking lien filed with the Registry of Deeds or Land Court, depending upon the type of property, leaving a balance in the overlay account. Abatement and exemption activity is tracked on a fiscal year basis, but the overlay reserve which covers those costs is held in a single account. From time to time the Board of Assessors may vote to release funds from the overlay fund, which then is considered a surplus and may be used as a funding source by Town Meeting during the year that the surplus is declared. Any funds declared as surplus and not appropriated by Town Meeting will be closed out to the fund balance and will contribute to the Free Cash certified in the following fiscal year. We have planned on the use of **\$2,400,000** to fund appropriations. Per state statute, the Board of Assessors must formally vote to release any determined surplus before it is available for appropriation. The Board approved the release of \$2,600,000 at the August 10, 2023 meeting. \$200,000 of the overlay surplus was appropriated at the October 30, 2023 Special Town Meeting.

The **Parking Meter Fund** is reserved for appropriation and the revenues are derived from parking meters, which under State Law must be used for parking-related purposes. With the passage of the Municipal Modernization Act, parking meter receipts collected after November 7, 2016 are now considered General Funds. The Act allows the Town to reestablish the Parking Fund, but this budget plan does not contemplate such action. The residual balance is \$244,224.

Transportation Infrastructure Funds are received funds from the Commonwealth through a state assessment on transportation network companies, such as Uber and Lyft, operating in the state. Each company reports to the State the number of rides that originated in Needham and

remits a per-ride assessment of \$0.20, which is credited to the State's Transportation Infrastructure Enhancement Fund of which one half of the amount is sent to the Town. The distributed funds are special revenue, which require appropriation prior to use. The funds are reserved to be appropriated by Town Meeting for expenses related to the operation of transportation network services in the town including, but not limited to, the complete streets program established in Chapter 90 and other programs that support alternative modes of transportation. However, starting with distributions received on or about June of 2023, if the amount of the distribution to the Town is \$25,000 or less, the chief executive officer as defined in section 7 of chapter 4 of the General Laws may expend the funds for the statutory purposes without further appropriation. St. 2022, c. 176, § 27. The amount for FY2025 is not yet known.

Other available funds in prior years have included items such as unexpended balances of prior warrant articles, grants, and general and dedicated reserves. The budget plan assumes the use of **\$1,000,000** from the **Athletic Facility Improvement Fund** for High School tennis court improvements project, and **\$637,264** from nine prior project appropriations which are closed and have unexpended funds that may be used. Those funds are being used to partially fund the public works facilities improvements phase 1 design (\$523,720), the High School tennis court improvements (\$10,804), and the fire alarm wire removal project (\$102,740).

Free Cash

Free Cash balance is largely a function of actual revenue collections in excess of estimates and expenditures less than appropriations. Given the nature of Free Cash, it should not be depended upon as an operating revenue source, but rather a supplemental source. We have taken deliberate steps to reduce the level of Free Cash that is used to support ongoing operating expenses, and recommend using it to improve reserves, invest in capital assets, support one-time or short duration programs, or as a temporary funding source for recurring expenses if an increase in recurring revenue is anticipated.

The Free Cash has not yet been certified for FY2024. We have assumed **\$15,000,000** for this budget plan. Free Cash above the amount for this budget plan may be directed to larger capital projects and or reserved for future years. The \$15 million represents 6.2% of the total general fund before adjustments and offsets. This is an increase of \$477,150 from the amount that was appropriated last year. The expected Free Cash figure is due to several factors: the FY2023 operating budget return, which resulted from a greater number of vacancies during the year in several departments (Finance, Library, Park and Recreation, Police, and Public Works), a larger return from the school department budget (\$2,427,921) a return of approximately 2.8% of their budget, extraordinary increase in local receipts, and using less of the certified Free Cash last year (during FY2023) for FY2024 appropriations so that a greater amount would be rolled over to this year. The Certified Free Cash in FY2023 was \$17,356,938 of which \$14,522,850 was appropriated and \$2,834,088 was closed out at the end of the year and should become part of the Free Cash that will be certified by the State this year. The Certified Free Cash in FY2022 was \$16,952,126 of which \$14,644,455 was appropriated and \$2,307,671 was closed out at the end of the year. The Certified Free Cash in FY2021 was \$16,665,406 of which \$11,526,630 was used for FY2022 appropriations and the balance of \$5,138,776 was closed out at end of the year. The Certified Free Cash in FY2020 was \$12,369,898 of which \$7,862,473 was used for FY2020 and FY2021 appropriations and the balance of \$4,507,426 was closed out at the end of the year. Table 2.7.1 (next page) shows how much Free Cash was used for the operating budget, cash capital, other financial warrant articles, reserves, or closed out.

Uses of Free Cash
Table 2.7.1

Certification Year	Fiscal Year Activity	Free Cash	Operating Statement Maximum	Budget	Capital	FWA	Reserves	Total of Uses	Returned
FY2020	2019	12,369,898	3,217,536	3,208,040	3,939,433	715,000	-	7,862,473	4,507,426
FY2021	2020	16,665,406	3,527,570	3,527,570	6,246,653	1,752,407	-	11,526,630	5,138,776
FY2022	2021	16,952,126	3,763,414	3,625,000	10,475,329	492,000	52,126	14,644,455	2,307,671
FY2023	2022	17,356,938	3,874,475	3,597,105	9,236,607	1,471,850	217,288	14,522,850	2,834,088
								-	-

Given that the Town of Needham develops its annual operating and capital budgets in such a way that Free Cash can be counted upon each year, some amount of Free Cash has been used to support operating expenses. We continue to recommend that the amount of Free Cash used to fund the operating budget should not be more than 2% of the budget turn back of the prior completed fiscal year or the actual amount returned, whichever is less. We use the final adjusted operating budget to calculate the two percent figure. We define the final adjusted operating budget as the total of the Departmental budgets and Townwide expenses, except for the Reserve Fund. We do not include any transfer from the Reserve Fund line into the Departmental budgets. Any return from the Reserve Fund would not be considered part of the budget return when calculating the lesser of the two calculations: two percent of the final adjusted budget, or actual return, wherever is less. In table 2.7.2, we show what the budget returns have been in the past four years and what two percent of the final adjusted operating budget would have been.

Operating Budget Returns
Table 2.7.2

Fiscal Year Activity	Final Budget	Returned	Adjusted Final Budget	Related Return	Percent of Budget	Reserve Fund Return	Reserve Fund Return as a % of Total Return	Two Percent of the Adjusted Final Budget
2020	178,260,006	7,634,782	176,378,506	5,783,282	3.3%	1,851,500	24.3%	3,527,570
2021	190,247,810	6,473,319	188,170,719	4,787,338	2.5%	1,685,981	26.0%	3,763,414
2022	195,800,817	7,658,330	193,723,726	6,354,076	3.3%	1,304,254	17.0%	3,874,475
2023	206,188,160	8,278,121	204,226,069	7,099,273	3.5%	1,178,848	14.2%	4,084,521

Two percent of the FY2023 adjusted final budget equals \$4,084,521; the actual FY2023 budget return less the Reserve Fund return was \$7,099,273 which is more than two percent. The budget plan has **\$4,081,603** of the Free Cash being used for operating expenses. Free Cash is also proposed to be used to fund cash capital and warrant articles. Certification of Free Cash above the amount identified for use is proposed to fund capital that otherwise may not be funded or would be funded by debt, provide advance funding to the stabilization funds to reserve for future projects, or a combination of the aforementioned. The Town has been following the recommended practice of limiting the amount of Free Cash that supports the operating budget by using the funds to pay not only for needed cash capital, but also to put aside funds for future demands that may arise unexpectedly and for various one-time financial warrant articles.

Revenue as a % of Total General Fund Revenue
Table 2.8

Description	FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Recap	FY2025 Estimate
Property Taxes	81.1%	79.9%	75.8%	79.8%	79.6%
State Aid	6.8%	6.5%	6.5%	6.7%	6.7%
Local Receipts	7.3%	7.6%	9.8%	6.0%	5.9%
Other Available Funds	0.7%	0.6%	1.7%	1.2%	1.7%
Free Cash	3.9%	5.4%	6.2%	6.3%	6.2%
Total General Fund Revenue*	100.0%	100.0%	100.0%	100.0%	100.0%

*May not equal 100% due to rounding

ADJUSTMENTS TO GENERAL FUND REVENUE

While most enterprise fund expenses are accounted for in the enterprise fund, certain costs of the department are reflected in the general fund budgets of other Town departments (e.g., treasurer/collector, information technology, personnel, insurance, etc.). These enterprise-related general fund expenditures are funded with transfers of revenue from the enterprise fund to the general fund. The amount projected for FY2025 is based on the current year and is estimated at **\$1,300,000**.

The preliminary estimate for the sewer fund reimbursement is **\$475,000**. The estimate for the water fund is **\$825,000**. Because indirect costs associated with the two funds are a factor of Town Meeting appropriations, the actual FY2025 transfers may be adjusted accordingly.

Enterprise Reimbursements to the General Fund
Table 2.9

Description	FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Recap	FY2025 Estimate	\$ Change
Sewer	465,865	507,526	500,948	476,616	475,000	(1,616)
Water	864,193	899,889	715,567	879,782	825,000	(54,782)
Total	1,330,058	1,407,415	1,216,515	1,356,398	1,300,000	(56,398)

FY2025 is the 14th operating budget that will include **CPA** supported debt service. The Town Hall financing plan calls for debt service paid by CPA funds to be \$351,600 which is a decrease of \$12,300 from FY2024. This is the sixth year that debt service related to the Rosemary Recreation Complex (RRC) project comes due. The amount payable during FY2024 is \$556,482 which is a decrease of \$18,249 from FY2024. The annual debt service will decline each year on the Town Hall and Rosemary Recreation Complex projects until they are paid off: Town Hall in 2031, and RRC in 2039. However, the Emery Grover project was approved by Town Meeting in May 2022 and is financed in part from CPA funded debt which will increase the annual debt expense. The amount for FY2025 is \$480,000 which is \$340,000 more than FY2024.

The total transfer for FY2025 is **\$1,388,082**, an increase of \$309,451, or approximately 28.7%. We reflect \$1,388,082 as another adjustment to General Fund revenue because the CPA debt is included in the general operating budget of the Town.

OTHER RESERVES AVAILABLE FOR APPROPRIATION

The available balance in the **Stabilization Fund** as of July 1, 2023 was \$4,665,099. The Stabilization Fund may be appropriated, by a vote of Town Meeting, for any municipal purpose. No assumption about an appropriation from the Stabilization Fund to support the Town's operating budget is made in this projection.

The Town also established an **Athletic Facility Improvement Fund** for the purpose of reserving funds for future extraordinary athletic field and artificial turf replacement and maintenance costs. The balance in the fund as of December 29, 2023 was \$1,169,616. The budget plan calls for an appropriation of \$68,743 to the Fund, which is the calculated share of the Park and Recreation receipts collected last year for this purpose. The FY2025 Capital Improvement Plan recommends **\$1,000,000** be transferred from the Fund to cover a portion of the appropriation for the High School tennis courts project.

The Town also established a **Capital Facility Fund** for the purpose of reserving funds for future extraordinary capital facility maintenance costs. The balance in the fund as of December 29, 2023 was \$2,063,076. No appropriation to the Fund is planned for the 2024 Annual Town Meeting but there may be an appropriation recommendation to the Fund at a Special Town Meeting.

The Town also established a **Capital Improvement Fund** for the purpose of general fund capital equipment. The balance in the fund as of December 29, 2023 was \$1,617,038. No appropriation to the Fund is planned for the 2024 Annual Town Meeting but there may be an appropriation recommendation to the Fund at a Special Town Meeting.

The Town also established a **Debt Service Stabilization Fund** for the purpose of setting aside funds to smooth out the impact of General Fund Debt Service within the levy limit that may exceed the Town's goal that only three percent of General Fund revenues be designated for debt. The balance in the fund as of December 29, 2023 was \$2,312,383. No appropriation to the Fund is planned for the 2024 Annual Town Meeting but there may be an appropriation recommendation to the Fund at a Special Town Meeting.

The Town also established a **Stormwater Stabilization Fund** for the purpose of reserving funds for future capital costs associated with compliance with the National Pollutant Discharge Elimination System (NPDES) program. The Town Meeting authorization for this fund allows 100% of the community stormwater mitigation assessments collected to be credited directly into the Fund. Use of the monies in the Fund may only happen, the same way as with all the other special stabilization funds, by appropriation. As of December 29, 2023, there have been no monies collected and the balance is zero. No appropriation to the Fund is necessary.

The Town also established an **Opioid Settlement Stabilization Fund**. As a result of a nationwide settlement with opioid distributors funds, the Town receives monies from the Commonwealth which are required to be used for programming and strategies for opioid use disorder prevention, harm reduction, treatment, and recovery. The Fund was authorized by Town Meeting in the same manner as the Stormwater Stabilization Fund which allows all opioid settlement payments to be credited directly to the Fund. Future expenditures out of the Fund are subject to appropriation by Town Meeting. The balance in the fund as of December 29, 2023 was \$115,125. No appropriation to the Fund is necessary.

ENTERPRISE FUNDS

An enterprise fund is used to account for those operations that are financed and operated in a manner similar to a private business. The Department of Revenue states that Enterprise Funds allow a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy or other available funds, if any. The Town has established an Enterprise Fund for its water service operation and sewer service operation. The enterprise funds are reimbursing the general fund for their related indirect costs (e.g., enterprise employee benefits, property insurance, shared staff, etc.).

Enterprise Receipts
Table 2.10

Description	FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2025 Estimate	\$ Change
Sewer Enterprise	9,521,834	8,405,195	9,458,052	8,984,010	8,900,000	(84,010)
Water Enterprise	7,452,180	6,085,833	7,495,694	6,808,673	6,900,000	91,327 0
Total*	16,974,014	14,491,028	16,953,746	15,792,683	15,800,000	7,317

* Receipts before adjustments, reimbursements, and subsidies

The combination of the Sewer and Water Enterprise funds has total receipts at \$15,800,000 for FY2025 compared to the \$15,792,683 estimate for FY2024 (Table 2.10). This represents a slight increase of \$7,317 or approximately 0.05%. However, the MWRA sewer and water assessments have not been received, and therefore the plan level funds the assessments. Any change will be reflected by an adjustment to receipts.

Use of Enterprise Reserves and Other One-Time Funds
Table 2.11

Description	FY2021 Actual	FY2022 Actual	FY2023 Actual	FY2024 Budget	FY2025 Estimate	\$ Change
Sewer Enterprise	918,088	365,000	1,470,255	1,234,641	2,345,804	1,111,163
Water Enterprise	43,002	1,370,913	0	3,812,733	2,159,089	(1,653,644)
Total	961,090	1,735,913	1,470,255	5,047,374	4,504,893	(542,481)

The budget calls for the use of **\$2,345,804** of retained earnings and other available funds in Sewer Enterprise for a combination of funding the operating budget (\$745,804) and cash capital (\$1,600,000) for FY2025. The Water Enterprise budget calls for the use of **\$2,159,089** of retained earnings and other available funds for the operating budget (\$726,995), other financial warrant articles (\$75,000), and cash capital (\$1,357,094) for FY2025. Table 2.11 shows the total appropriated from enterprise reserves and other one-time funds since FY2021.

Transfers to the Enterprise Funds

The Town approved a change effective with the FY2012 budget that the expenses associated with the Drains Program that were carried in the DPW General Fund Operating Budget are now part of the **Sewer Enterprise Fund Budget**. The employees who perform a majority of the drains-related work are assigned to either the water or sewer division. There are benefits for the Town to have the water and sewer employees perform the drains-related work

rather than hiring additional staff for the sole purpose of drain work. The drains program is considered a general fund expense and not a sewer or water fund expense. The weekly tracking and processing of drains related procurement, accounts payable, and payroll, as well as the budgeting process is easier and more efficient (less cross-fund accounting work) to process the finance-related tasks through one of the enterprise funds, rather than the prior three fund process (general fund, sewer fund, and water fund). The General Fund still pays the drains-related costs, but the appropriation is made from the General Fund to the Sewer Enterprise Fund Budget. The FY2025 budget recommendation is **\$776,019, a decrease of \$34,339 (4.2%) from the FY2024 funding of \$810,358**. Chart XI shows the payment made to the Sewer Enterprise Fund since FY2015. The FY2023 operating budget required a General Fund subsidy of \$52,323. The FY2024 operating budget did not require a subsidy, because sewer rates were increased on October 1, 2022 and again on July 1, 2023, but the operating budget did rely on retained earnings in order to cover all the operating expenses. The preliminary outlook for FY2025 also relies on retained earnings (\$745,804) to fund the budget, and will require another increase to the sewer rates in order to avoid a General Fund subsidy. The next rate change is anticipated to be effective July 1, 2024.

Chart XI
General Fund Payment

Fiscal Year	Payment	Fiscal Year	Payment	Fiscal Year	Payment
2015	\$463,430	2018	\$491,749	2021	\$544,698
2016	\$494,488	2019	\$504,750	2022	\$526,368
2017	\$519,846	2020	\$530,467	2023	\$782,928

The **Water Enterprise Fund Budget** required a General Fund subsidy of \$284,721 for FY2023 as well as the use of retained earnings. The FY2024 operating budget had to be covered in part by retained earnings (\$500,000) but did not require a General Fund subsidy, and has repaid 50% of the FY2023 subsidy (\$143,361) to the General Fund. The FY2025 budget plan relies on Water retained earnings to fund a portion of the budget (\$726,995) but is not expected to require a General Fund subsidy. FY2024 thus far has been a wetter year, irrigation water use may be less, which could lower total receipts, especially since irrigation water is usually charged at a higher rate than water use through the domestic (primary) meter.

ENTERPRISE FUND RETAINED EARNINGS

These sources are not available to support the General Fund and are shown for informational purposes only.

Similar to Free Cash, retained earnings are a function of the operations of the prior fiscal year and are generated by revenues collected in excess of estimates and unexpended balances of appropriations, as of June 30th. Once certified by the Massachusetts Department of Revenue, retained earnings are then available for appropriation or reserved to support the enterprise. Retained earnings for FY2024 have not been certified by the Department of Revenue as of the publication of this plan.

Table 2.12 shows the amounts which were certified as retained earnings by the Department of Revenue for the previous four complete fiscal years. The RTS retained earnings that were certified last year were closed out to the General Fund with the dissolution of the enterprise fund which contributed to the higher Free Cash certification last year. The decline in the Sewer retained earnings was due to a greater use to fund operations expenses in order not to raise rates last year. We anticipate a further decline in Sewer retained earnings. The Town's use of Water retained earnings last year was limited in order to preserve the account balance and to prepare for funding several major capital projects coming for a vote in the next three years that will rely on retained earnings in order to reduce the amount that would otherwise be financed by debt.

Certified Retained Earnings
Table 2.12

Fund	FY2020	FY2021	FY2022	FY2023
Recycling and Transfer Station	420,749	N.A.	N.A.	N.A.
Sewer Enterprise	2,097,365	1,745,424	3,088,415	1,510,094
Water Enterprise	4,134,675	4,737,743	5,382,804	6,035,459

COMMUNITY PRESERVATION FUNDS

Town voters approved a 2% Community Preservation Act surcharge on real estate property tax bills effective July 1, 2005. The 2% surcharge is assessed on the total property tax due, adjusted for certain exemptions. The tax on the first \$100,000 of residential valuation is not included in the CPA surcharge, and there are also exemptions for certain low and/or moderate-income taxpayers. Actual CPA revenues collected by the Town in the prior year are eligible for matching funds from the State. The match is equal to a percentage determined annually based on available funds for distribution, not to exceed 100% of the receiving community's actual receipts. The distribution rate that Needham received on its FY2019 CPA surcharge revenue was 23.90%, which increased to a 28.63% match on its FY2020 surcharge revenue, followed by 43.84% match on the FY2021 surcharge revenue. The state match on the FY2022 revenue declined to 38.51% and declined to approximately 21% of the FY2023 revenue. The original estimate for the state match for the current year was \$1,131,787, a level dollar assumption, which was then lowered to \$1,096,787. The actual distribution thus far was \$656,397, a considerable decline which may result in a revenue gap for FY2024.

We believe the distribution range in FY2025 on the FY2024 revenue will be between 15% and 30% and our revenue estimate is at the lower end. The current estimate based on FY2024 collections that will be received as state matching funds in FY2025 is **\$578,615** or 18%. The 2% **CPA surcharge** on FY2025 property tax bills is currently estimated at **\$3,387,500**. The total estimated receipts for FY2025 are currently \$3,966,115.

**Town of Needham
Community Preservation Fund
Revenue and Appropriations
FY2025**

Community Preservation Fund Revenue Estimates

Surcharge Revenue Estimate	3,387,500
State Trust Fund Distribution Estimate	578,615

Revenue Estimate	3,966,115
------------------	-----------

Community Preservation Fund Appropriation Estimates without Projects

Town Hall Project Debt Service (GF Debt Budget)	351,600
Rosemary Recreation Complex Project (GF Debt Budget)	556,482
Emery Grover (GF Debt Budget)	480,000
Community Preservation Committee Administrative Budget	82,000
Community Housing Reserve	872,545
Historic Resources Reserve	0
Open Space Reserve	436,273
Community Preservation Fund Reserve	1,187,215

Appropriation Estimates	3,966,115
-------------------------	-----------

Reserve Balances 12/31/2023

Community Housing Reserve	3,649,749
Historic Resources Reserve	106,669
Open Space Reserve	2,401,894
FY2024 General Reserve*	1,749,706
CPA Free Cash*	Pending

Total Reserves	7,908,018
----------------	-----------

Specific Appropriation Requests

DeFazio Fencing	417,000
High School Tennis Court (Requested Share) Project Cost \$2.6M	1,440,000
NHA Pre-Development Linden Chambers	5,500,000

Total Project Requests	7,357,000
------------------------	-----------

*This a single year reserve, any unused balance closes out June 30, 2024.

The estimate provides for \$82,000 to be appropriated to the Community Preservation Committee's (CPC) administrative budget and \$436,273 to be credited to the Open Space Reserve. The \$436,273 figure is approximately 11% of the new revenue estimate for FY2025. Because the final revenue estimate is usually not known until the actual tax rate has been approved and the bills calculated, the practice has been to appropriate an amount of 11% of the revenue estimate to each of the required reserves to better ensure that the minimum CPA use requirement is satisfied. The amount assumed to be credited to the Community Housing Reserve is \$872,545 or approximately 22%, which is in keeping with the recent practice of the CPC of setting aside more funds for housing. The FY2025 debt budget includes \$351,600 of debt service for the Town Hall project and \$556,482 of debt service for the Rosemary Recreation Complex. FY2025 also includes \$480,000 for debt service related to the Emery Grover project. The Town Hall project was previously designated as a historic preservation

project, and the portion of the Emery Grover project that is funded by CPA is also designated as a historic preservation project. The combined debt service for FY2025 for those two projects is \$831,600, which is more than our \$436,273 estimate to be reserved, so no appropriation from CPA receipts for Historic Resources is necessary. The balance of the CPA revenue estimate of \$1,187,215 would be transferred to the Community Preservation Fund General Reserve for FY2025. The amount that is actually appropriated to each reserve would be adjusted as needed based on the CPC's project funding recommendations and Town Meeting votes on those recommendations.

CPA Free Cash for FY2024 has not been certified as yet. After the amount has been determined and declared, the amount remains available for appropriation until June 30, 2024. The FY2024 CPA General Reserve has a balance of **\$1,749,706** and the funds remain available for appropriation until June 30, 2024 as well. The CPA Free Cash and General Reserve will close out to the CPA fund balance after the end of the FY2024 and will not become available for use in FY2025 until after the CPA Free Cash is certified for the year. The Community Preservation Committee (CPC) has not yet made any funding recommendations for FY2025.



Anne Gulati
Assistant Superintendent
Finance & Operations

TO: Dan Gutekanst, Superintendent & Kate Fitzpatrick, Town Manager
From: Anne Gulati, Assistant Superintendent for Finance & Operations
RE: Technology Reorganization Update and Warrant Article Request May 2024 Town Meeting
Date: January 16, 2024

In November, Plante Moran LLC concluded its Informational Technology (IT) Organizational Assessment. That report recommended that the Town and School technology departments be unified within a single structure under the direction of the School Department. The planned move is predicted to result in greater cohesion, efficiency and collaboration; to better enable strategic planning; and to provide consistent implementation of policy, procedure and training. Additionally, Plante Moran recommended that the Town strengthen its services by investing in its informational technology infrastructure, including cybersecurity resources.

Phased Implementation Plan

The School Department has developed a multi-year implementation plan for this consolidation:

- FY24: Continue to leverage external vendors to provide support services, particularly for Town Departments; Update inventories; Engage in risk assessment; Solicit Employee Feedback; Form the IT Steering Committee; Prepare for consolidation.
- FY25: Implement a 'transitional' organizational structure; Spin-off non-technology functions; Reorganize budgets; Develop an IT strategic plan; Update policies/procedures; Engage in staff training.
- FY26: Implement a permanent organizational structure; Replace legacy technology, as needed; Focus on systems integration, workflow improvements and software assessments.

Consistent with the aforementioned plan, during the current year, the School Department has engaged IntraSystems to provide help-desk and managed network services to Town Departments, including 24/7 support for the public safety functions. In addition, work has begun to map systems and inventory devices. Information sessions have been held with Town Boards, as well as with school and town technology staff. The Superintendent will schedule an additional session for technology staff in January to share updates and solicit feedback. Over the next few months, the Town and Schools will engage in impact bargaining with affected staff; will refine the implementation budget; will form the IT Steering Committee; and will begin a risk assessment of Town and School networks.

Preliminary Budget Request:

The Town and School Department have been working on a consolidated department budget, which will require additional funding at May 2024 Town Meeting through a financial warrant article. Preliminary information about this consolidated budget request is presented below.

In the area of staffing, no additional FTE positions are requested to implement the proposed ‘transitional’ structure in FY25. However, an increase in salary funds (of \$129,859) is required to transition employees and backfill functions that have been ‘spun off.’ The Superintendent and Town Manager intend to assess staffing levels over the next two years to determine if these levels of support are adequate, particularly in the areas of applications and network support.

In the area of supplies and services, approximately \$804,000 are required for the following new or ongoing expenses:

- Network monitoring, response and cybersecurity training \$204,034
- Zoom phone system configuration, deployment and support, \$91,700
- Print management services, \$65,000
- Town help desk support, including 24/7 services to public safety functions, \$93,672
- Network managed services, \$181,128
- Strategic plan and policy/procedure development, \$100,000
- Expand Town device replacement to 100 devices per year, \$52,500
- Other, \$16,160

The chart below identifies the proposed financial need (in green), compared to FY25 ‘existing base budget’ funding (in yellow). The additional funds requested represent the difference between the proposed need, and the existing budget funds available to support those functions.

FY25 Preliminary Information Technology Consolidation Budget Request	Budget FTE	Proposed FTE	Proposed Need	FY25 School Budget	FY25 Town Budget	Additional Funds Required
Salaries	19.00	19.00	2,040,484	1,332,397	578,228	129,859
Purchase of Service & Supplies			2,507,387	742,438	960,755	804,194
<u>Capital Outlay</u>	-	-	102,300	-	102,300	-
Total	19.00	19.00	4,650,171	2,074,835	1,641,283	934,053

Warrant Article Request:

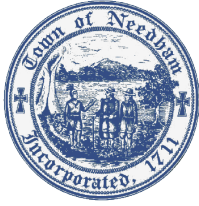
At its meeting of January 23, the School Committee will be asked to support the following warrant request at May Town Meeting to support the consolidation effort. The article would be jointly submitted by the School Committee and Select Board.

ARTICLE XX: INFORMATION TECHNOLOGY CONSOLIDATION

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$934,055 to support information technology consolidation, to be spent under the direction of the School Committee, and to meet this appropriation that \$248,000 be raised from the Tax Levy and \$686,055 be transferred from Free Cash; or take any other action relative thereto

INSERTED BY: Select Board, School Committee

ALG/alg



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

MEETING DATE: 1/23/2024

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

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



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

MEETING DATE: 1/23/2024

Agenda Item	Select Board Goals Update
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Town Manager will discuss progress toward the Board's FY2024-2025 goals and initiatives.
2.	VOTE REQUIRED BY SELECT BOARD
	N/A – Discussion Only
3.	BACK UP INFORMATION ATTACHED
	a. Select Board FY2024-2025 Goals Status Update January 18, 2024

Select Board Goal Statement
Adopted September 26, 2023
Status Update January 18, 2024

PURPOSE

The purpose of the Select Board Goals is to effect positive change, set policy direction for Town government, and guide the development of the budget.

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.

FY2024-2025 Initiatives	Description	Status
1	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.	The Human Rights Committee is currently developing a program to work towards this goal.
2	Make intentional efforts and identify creative ideas for community outreach to diversify the candidate pool for all appointed Boards and Committees; measure progress.	A survey will be integrated into the 2024 committee recruitment efforts and distributed to current members for benchmarking. Surveys will be ongoing for applicants and administered annually for members. Results will assist outreach efforts to community groups for recruitment and engagement.
3	Complete the Equity Audit, clarify objectives, and determine next steps.	The Town received a \$50,000 Community Compact Grant for this project. The project will kick off during Q1 CY2024.
4	Conduct Board and Committee member orientation sessions to	Staff are drafting a curriculum for this program. The roll out for newly

	include the Town's race equity vision statement and NUARI principles.	elected officials is planned for Spring 2024 for elected officials and Fall 2024 for appointed officials.
5	NUARI: Conduct Board and Committee member orientation sessions to include the Town's race equity vision statement. (Included in Initiative 1.4)	Included in Initiative 4.
6	Hold a public hearing and determine if the Town will change Columbus Day to Indigenous People's Day.	Hearing held 11/28/2023, vote to change held 12/5/2023.
7	Invite various identity network groups to meet with the Select Board and introduce the work they do and the community they serve.	Staff will use data gleaned from surveys and committee recruitment outreach to engage with identity network groups, with the intent of using these conversations as segues to Select Board meeting discussions.
8	Develop a plan for a community observance of Juneteenth. (Deferred to Future Fiscal Years)	Deferred.
9	Implement Valor Act and consider aligning the administrative process for both the Valor Act and the Senior Corps programs. (Operationalized FY 2023-24 Initiative)	Staff will make a proposal in FY2024 Q4 for the Board's consideration.
10	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. (Operationalized FY 2023-24 Initiative)	Focus groups were held in Fall 2023.

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.

FY2024-2025 Initiatives	Description	Status
11	Evaluate Chestnut Street Redevelopment (Deferred to Future Fiscal Years)	Deferred.

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.

FY2024-2025 Initiatives	Description	Status
12	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.	The HONE Advisory Group is active and continuing outreach efforts to gain community input. The first of 3 community meetings was held on November 9th. The next meeting is January 18th.
13	Identify funding for School Master Plan projects and participate in the planning process.	The MSBA approved an Invitation for Eligibility for the Pollard project on December 13, 2023. Funding for feasibility is included in the FY2025 Capital Budget.
14	Evaluate RTS Service Delivery Model to guide long-term investment and review operational efficiencies in the short-term.	After failing to receive bids within the allocated budget, DPW is working with a firm to conduct a survey. Once results are complete, viable options will be

		evaluated by a consultant. The goal of completion is June 2024.
15	Evaluate next steps for use of the Stephen Palmer Building.	Background research in preparation for stakeholder and community outreach is on-going.
16	Evaluate expansion of off-leash dog areas.	Staff will provide concept plans based on the ARA Working Group recommendations by August 2024.
17	Support for the Needham Housing Authority redevelopment project.	The Select Boad appointed the Town-Financed Community Housing Oversight Committee (T-CHOC), which is actively meeting. The Select Board and Planning Board are both advancing articles for May Town Meeting that the project requires.
18	Evaluate the role of the Affordable Housing Trust. (Deferred to Future Fiscal Years)	Deferred.
19	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 side as well as considering potential future uses of the site. (Deferred to Future Fiscal Years)	Deferred.
20	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. (Operationalized FY 2023-24 Initiative)	The Final Report is complete and awaiting adoption by the Committee on January 17, 2024. This item will be included on the warrant for the 2024 Annual Town Meeting.
21	Upgrade Town Seal to improve graphic quality and historical accuracy. (Operationalized FY 2023-24 Initiative)	The Needham Branding and Town Seal Committee was appointed by the Board and has been meeting since the fall. A scope of services has been drafted and procurement is on-going. The Governor has cut the funding allocated for this project in half under the 9C cuts.
22	Identify opportunities for expanded active and passive recreation facilities	The construction of the reconstructed and expanded NHS tennis courts

	including but not limited to an action sports park and additional boat ramps. (Operationalized FY 2023-24 Initiative)	project is recommended in the FY2025 Capital Budget. The Active Recreation Feasibility Study has been awarded to CHA Solutions Company. Their process will begin early in 2024 and run through the summer in order to deliver their suggestions before budget season in the Fall of 2024. Their focus is to find the best location for a skate park and pickleball courts. Once we receive their recommendation, we will move forward with the design step of one or both of these projects.
23	Maintain/repair the barn at Ridge Hill. (Operationalized FY 2023-24 Initiative)	The revised License for use of the barn by Needham Community Theater is complete (Select Board endorsement approved on 12/19/2023). Emergency repairs are on-going – discussions on the future of the property will be scheduled in 2024.
24	Improve trailhead access to ensure clear and accessible access; consider creating a trails app. (Operationalized FY 2023-24 Initiative)	The Conservation and Park & Recreation Departments have reestablished the Town's Trail Stewards Program and have engaged Tighe & Bond to design uniform trail markers before the end of FY2024.

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.

FY2024-2025 Initiatives	Description	Status
25	Update parking payment technologies to allow for credit card and/or app-based payments	The procurement of an app-based payment option began in Q3 FY2024, with availability to the public anticipated in Q4.
26	Ask the Planning Board to update parking requirements in zoning at May 2024 Town Meeting	The Planning Department has requested FY2025 funding for technical assistance to inform a Planning Board zoning amendment for May 2025 Town Meeting.
27	Pilot converting some on-street parking spaces for more active curb use (e.g., short customer visits, active loading areas)	Deferred until after the app-based payment technology is in place and additional data has been collected.
28	Update the Town's parking regulations and permit program (including permit rules, time/day regulations, and pricing)	Deferred until after the app-based payment technology is in place.
29	Seek funding for noise reduction/Quiet Zone feasibility, design, and construction.	The Working Group was constituted, the scope of services was completed, and no responses were received after two procurements. GPI has been hired and begun the background work for the feasibility study. The Working Group is scheduled to meet on 1/22/2024 to get an update on GPI's progress. Funding for the project has been included in the Capital Improvement Plan.
30	Evaluate and make a final determination of the appropriate plan for Downtown Redesign Phase 2.	The Director of Public Works has solicited design concepts from consulting engineers. A presentation has been scheduled for February 13, 2024.
31	Evaluate expansion of snow removal efforts, including sidewalk plowing strategies.	The Town is continuing the Downtown Pilot program this year and will be meeting with business and other stakeholders this Spring to evaluate the program and make recommendations for future implementation.

32	Evaluate funding options for the Rail Trail extension from High Rock Street to Needham Junction. (Deferred to Future Fiscal Years)	Deferred.
33	Evaluate future use of the rail corridor between Dover and Newton. (Deferred to Future Fiscal Years)	Deferred.
34	Evaluate the feasibility of a shared use way between Needham Heights and the City of Newton. (Deferred to Future Fiscal Years)	Deferred.
35	Implement the Parking Study. (Deferred to Future Fiscal Years)	Deferred.
36	Prioritize Funding for the Central Ave/Center St Bridge (Operationalized FY 2023-24 Initiative)	Funding for this project is included in the amended FY2025 TIP. Dover is taking the lead on designing a new bridge and has contracted with TEC to work the TIP process. It is anticipated this project will be approximately 5 years out and will have to be coordinated with MassDOT's project at Chestnut St.

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.

FY2024-2025 Initiatives	Description	Status
37	Actively monitor progress on the law enforcement recommendations that NPD Chief Schlittler presented to the Select Board on June 8, 2021. (Operationalized FY 2023-24 Initiative)	The Police Chief will attend the February 27, 2024 Select Board meeting to present the 2023 Annual Report.

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.

FY2024-2025 Initiatives	Description	Status
38	Evaluate the need for a flag policy.	The policy was approved at the 11/28/2023 Select Board meeting.
39	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.	Pending
40	Establish process to do regular by-law charter review updates.	The Select Board appointed a working group on 1/9/2024 to develop a proposal for Town Meeting. The Working Group will meet in February.
41	DPW phased renovation/construction.	Phase I of this project is recommended in the FY2025 Capital Budget.
42	Capital Facilities: CATH upgrades (including additional parking) and Library phased renovations.	Projects requests were submitted in the FY 2025-2029 CIP. Design of the Library’s Young Adult project is recommended in the FY2025 Capital Budget. Rental of 13 additional parking spots from the MBTA next to the CATH

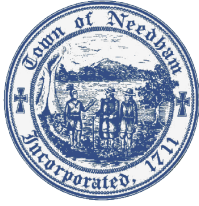
		is recommended for FY2025 operating budget.
43	Evaluate ways to increase minority and women-owned business participation in construction, building maintenance projects, and other Town programs.	The PPBC will meet or exceed the MSBA standards for MBE & WBE participation on the design and construction of the Pollard project.
44	Review and recodify the non-criminal disposition by-law (Operationalized FY 2023-24 Initiative)	The October 30, 2023, Special Town Meeting approved the By-law amendment that has been submitted to the Attorney General for review.

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	Description	Status
45	Prioritize and implement the Climate Action Plan.	The CAPC presented a draft plan on 12/19/2023, and a public hearing was held on 1/9/2024. Staff are developing a composition and charge for a permanent committee. The Town hired a Sustainability Manager to help facilitate this process in December 2023.
46	Identify parcel acquisition to comply with Land and Water Conservation Fund requirements.	Pending
47	Evaluate adoption of net-zero building code; specialized opt-in code.	The October 30, 2023 Special Town Meeting approved the adoption of the code.
48	Sponsor a tree summit.	The Tree Summit is planned for 2/7/2024.
49	Explore development of a Town Electric Vehicle (EV) policy, i.e., the default position	Deferred. Pending CAPC recommendations.

	for fleet replacement should be EVs unless there is a compelling reason to use an alternative. (Deferred to Future Fiscal Years)	
50	Recommend community energy aggregation (Operationalized FY 2023-24 Initiative)	Public comment on draft plan held 12/6/2023 to 1/5/2024. Comments were compiled and submitted to the DPU. The draft plan was validated and approved for submission by the Town working group on 1/8/2024. A required meeting with DOER will occur on 1/16/2024, followed by the commencement of the DPU review process.
51	Review/establish electric vehicle charging rates (Operationalized FY 2023-24 Initiative)	The Select Board approved the rates at its 10/24/2023 meeting.



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

MEETING DATE: 1/23/2024

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Board members may report on the progress and/or activities of their Committee assignments.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only	
3.	BACK UP INFORMATION ATTACHED
None	



Needham 4th of July Celebration



www.needhamexchangeclub.org

Sponsored by The Exchange Club of Needham, Inc.

P.O. Box 920475, Needham, MA 02492

January 13th, 2024
Kate Fitzpatrick, Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Kate,

Thank you in advance for your support of the Exchange Club with its endeavor to bring to Needham its traditional 4th of July celebration for the year 2024.

With your permission we would like to initiate discussions with the DPW, Fire, Police, Park & Recreation, Public Facilities, Health, and any other Town departments in order to receive their support for this year's celebration.

Celebration activities will fall on both Wednesday, July 3rd and Thursday, July 4th. The activities on July 3rd at Memorial Park will include Pony Rides, Face Painting, Music, Food and Drinks, and will conclude with the Fireworks display. The activities on July 4th will include a 5K road race organized by the Charles River Y, the Flag Raising on the Town Common and the Grand Parade.

A certificate of liability insurance with the Town of Needham will be provided.

Beginning the week prior to the events, we would also like to place our customary signs announcing our event on the Town entrance community signs. We have received approval for use of the Memorial Park Signs. We have also submitted a Special Event Request to the Trustees of Memorial Park for the exclusive use of Memorial Park for the 4th of July Celebration.

If you have any questions, please contact me at (781) 258-0540 or via email at johnaterry15@gmail.com.

Thank you on behalf of the Needham Exchange Club 4th of July Celebration Organizing Committee

John Terry, 4th of July, Tri-Chair
Needham Exchange Club - Fourth of July Committee
781-258-0540
johnaterry15@gmail.com

cc: Matt Borrelli, President, The Exchange Club of Needham
Clark Friedman, Tri-Chair, Exchange Club Fourth of July Committee
Mark Fachetti, Tri-Chair, Exchange Club Fourth of July Committee