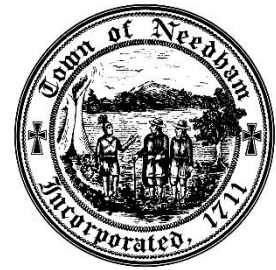


SELECT BOARD AGENDA

Regular Meeting

6:00 p.m. October 8, 2024



Town Hall
Select Board Chambers
1471 Highland Avenue
Needham, MA 02492
&
Zoom

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

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

Link:

<https://us02web.zoom.us/j/82601013229?pwd=OE82V1MxQnJUZHVVXZjFnbWJXRFRJoQT09>

Webinar ID: 826 0101 3229

Passcode: 652800

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

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

	6:00	Public Comment Period Residents are encouraged to inform the Office of the Town Manager in advance via email (OTM@needhamma.gov), telephone (781) 455-7500 extension 204, or in person by the end of the business day prior to the meeting of their intent to participate in the public comment period. The Chair will first recognize those who have communicated in advance their desire to speak for up to three minutes. If time allows, others wishing to speak will be recognized in an order determined by the Chair for up to three minutes. The Board’s policy on public participation in meetings can be found here .
1.	6:00	Zoning Articles on the Special Town Meeting Warrant Natasha Espada, Chair, Needham Planning Board (remote)

		• Artie Crocker, Vice Chair, Needham Planning Board • Paul Alpert, Planning Board Member • Adam Block, Planning Board Member • Justin McCullen, Planning Board Member • Lee Newman, Director of Planning & Community Development • Katie King, Deputy Town Manager
2.	6:20	NCAC Mural in Needham Center • Heather Simmons, Co-Chair, Needham Council for Arts & Culture • Joni Schockett, Co-Chair, Needham Council for Arts & Culture • J.P. Cacciaglia, Economic Development Manager
3.	6:30	Intermunicipal Agreement for the Charles River Pubic Health District • Kerry Dunnell, Manager, Shared Services and Training Hub, Needham Public Health Department • Timothy McDonald, Director Health & Human Services
4.	6:45	RTS Employee Use Policy • Carys Lustig, Director of Public Works
5.	6:55	Town Manager • Tree Working Group Update • Special Purpose Stabilization Funds • Positions on Warrant Articles • Town Manager Report
6.	7:30	Board Discussion • Committee Reports
7.	7:35	Executive Session Exception 2: To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel

APPOINTMENT CALENDAR

1.	Kevin Keane	Stormwater By-Law Working Group Term Exp: 6/30/2025
2.	Joshua Levy	Stormwater By-Law Working Group Term Exp: 6/30/2025
3.	Sue Barber	Stormwater By-Law Working Group Term Exp: 6/30/2025
4.	Tripp Pace	Stormwater By-Law Working Group Term Exp: 6/30/2025
5.	John Salo	Stormwater By-Law Working Group Term Exp: 6/30/2025
6.	Preston Hall	Stormwater By-Law Working Group Term Exp: 6/30/2025

7	Janine Helwig	Stormwater By-Law Working Group Term Exp: 6/30/2025
8.	Tom Ryder	Stormwater By-Law Working Group Term Exp: 6/30/2025
9.	Deb Anderson	Stormwater By-Law Working Group Term Exp: 6/30/2025
10.	Joe Prondak	Stormwater By-Law Working Group Term Exp: 6/30/2025

CONSENT AGENDA *Supporting Documents in Agenda Packet

1.*	Approve Open Session Minutes of September 10, 2024
2.*	Authorize the placement of lawn signs promoting the Park and Recreation Fall Family Day in the following locations from October 9, 2024 through October 27, 2024: • Town Common • Needham Heights Common • Recycling and Transfer Station • Public Services Administration Building • Berms Adjacent to the Needham Free Public Library • Harris Avenue Median
3.*	In accordance with Section 20B(v) of the Town Charter, approve an amendment to Schedule A of the Classification Plan.

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Alison Premo	354 Brookline Street	Brookline St. between Manning St. & Webster St.	10/19/24	4pm-6pm	N/A
Bryan McCorry	61 Bradford Street	Cleveland Road	10/20/24	1pm-4pm	N/A
Mark Stoughton	71 Upland Road	Upland Rd at corner of Melrose Ave	10/27/24	4pm-6pm	11/3/24



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

MEETING DATE: 10/8/2024

Agenda Item	Zoning Articles on the Special Town Meeting Warrant
Presenter(s)	Natasha Espada, Chair, Needham Planning Board (remote) Artie Crocker, Vice Chair, Needham Planning Board Paul Alpert, Planning Board Member Adam Block, Planning Board Member Justin McCullen, Planning Board Member Lee Newman, Director of Planning & Community Development Katie King, Deputy Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Planning Board members and staff will provide an update and discuss the zoning articles contained in the Special Town Meeting Warrant: • Article 8: Amend Zoning By-Law – Multi-Family Overlay District (Base Compliance Plan) • Article 9: Amend Zoning By-Law – Map Change for Multi-Family Overlay District (Base Compliance Plan) • Article 10: Amend Zoning By-Law – Multi-Family Overlay District (Neighborhood Housing Plan) • Article 11: Amend Zoning By-Law – Map Change for Multi-Family Overlay District (Neighborhood Housing Plan) The Board will review the articles and consider taking a position on Articles 8, 9, 10, and 11.	
2.	VOTE REQUIRED BY SELECT BOARD
Suggested Motion: That the Board vote to support (not to support) article _____ in the Special Town Meeting Warrant.	
3.	BACK UP INFORMATION ATTACHED
a. Presentation slides b. Special Town Meeting Warrant (under separate cover) c. Student Projections vs. Actuals Expanded, 10/3/2024	

Town of Needham Select Board Meeting

**MBTA Communities Act Zoning
October 8, 2024**

MBTA Communities Act Overview

The law (MGL C.40A Section 3A) established a requirement that each of the 177 designated MBTA Communities must have zoning that:

- Provides for at least 1 district of reasonable size in which multifamily housing is permitted as of right.
- Cannot have age-restrictions and shall be suitable for families with children.
- Must have a minimum gross density of 15 dwelling units per acre.
- A portion of the district must be located within 0.5 miles from a commuter rail station.
- Commuter rail communities, including Needham, have a deadline to comply of **December 31, 2024.**

	Needham Requirement	Articles 8 & 9: Base Compliance Plan	Articles 10 & 11: Neighborhood Housing Plan
Acreage (net)	50	100.3	92.5
Unit Capacity	1,784	1,870	3,296
Density (units/acre)	15	18.6	35.6
Percent in Transit Area	90%	93%	92%

Base Compliance Plan: A scenario that adheres very closely to the zoning boundaries and dimensional standards in Needham's current Zoning Bylaw. This scenario is intended to meet the minimum compliance requirements of the MBTA Communities Act.

Neighborhood Housing Plan: A scenario that increases dimensional standards and the number of units that can be built on a parcel of land as a way to encourage housing production and respond to the goals in Needham's Housing Plan. This scenario is intended to meet and exceed the minimum compliance requirements of the MBTA Communities Act.

Four zoning amendments, which build on each other:

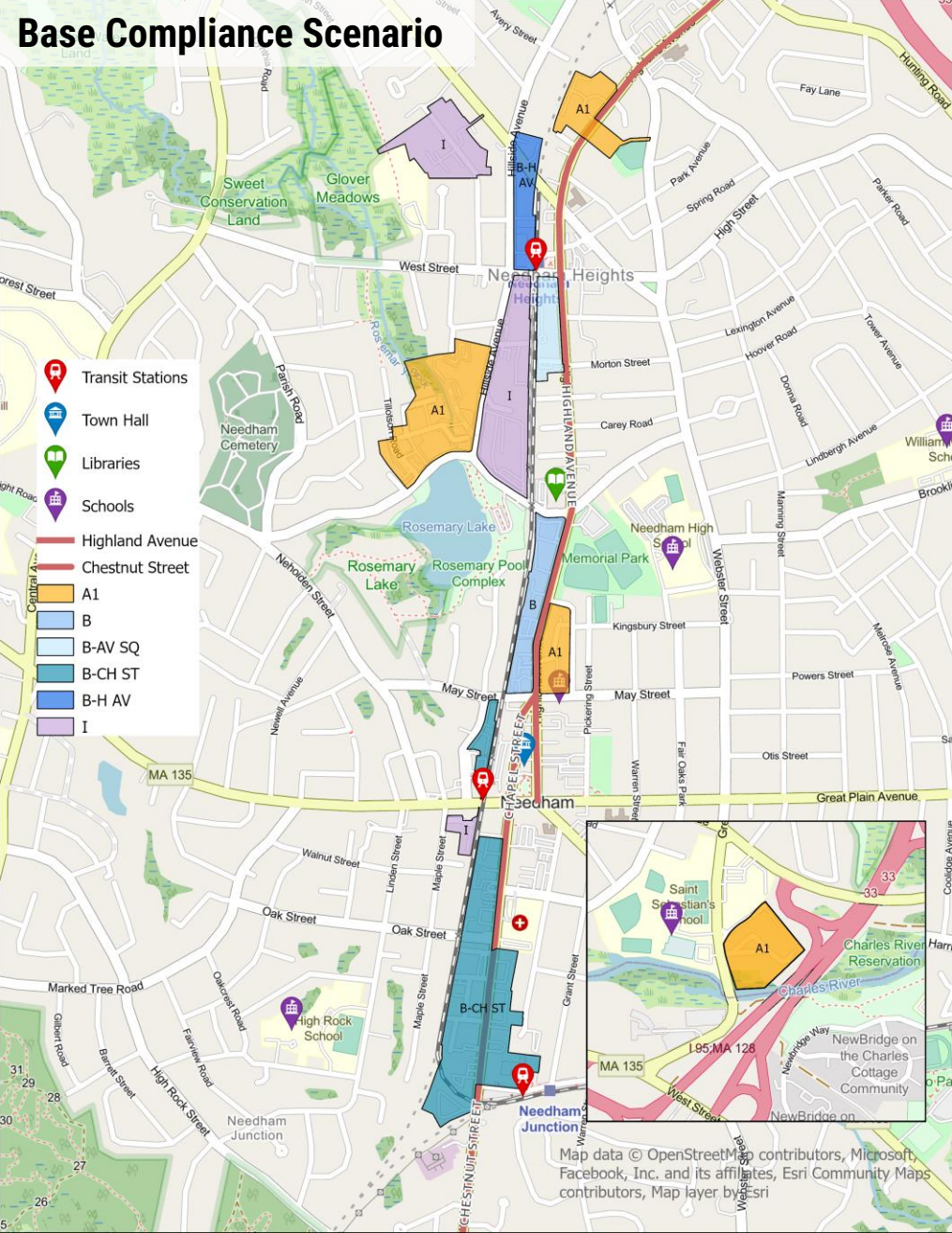
Article 8: Creates a multi-family overlay district following the recommended district boundaries and dimensional standards in the Base Compliance Plan.

Article 9: The map change for the Base Compliance Plan to accompany Article 8.

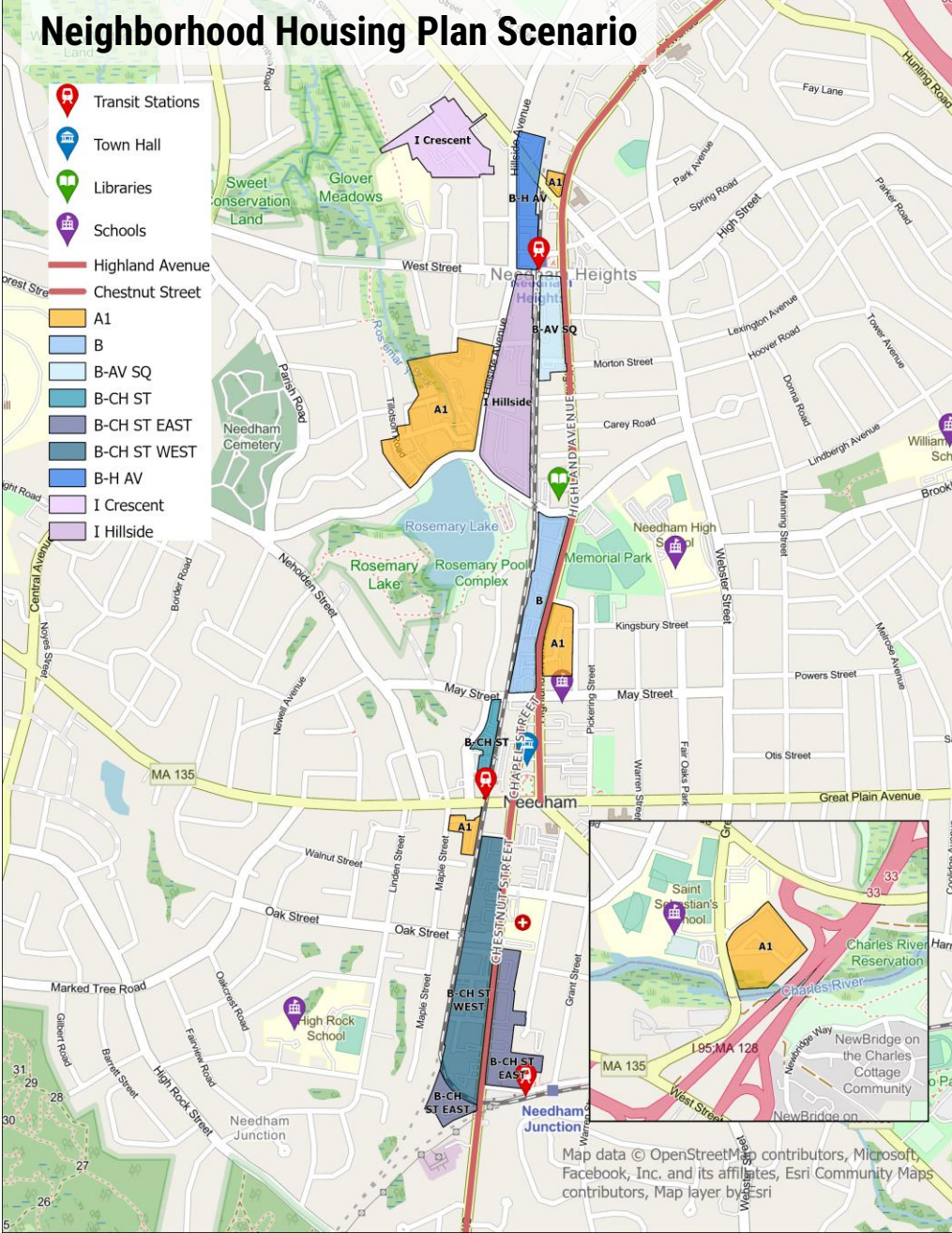
Article 10: Amends Article 8 and inserts the dimensional standards of the Neighborhood Housing Plan.

Article 11: The map change for the Neighborhood Housing Plan to accompany Article 10.

Base Compliance Scenario



Neighborhood Housing Plan Scenario



BASE COMPLIANCE PLAN ZONING PARAMETERS

	Apartment A1	Business	Avery Square Business	Chestnut St. Business	Hillside Ave. Business	Industrial
Minimum Lot Size (Sq. feet)	20,000	10,000	10,000	10,000	10,000	10,000
Height (Stories)	3.0	3.0	3.0	3.0	3.0	3.0
Floor Area Ratio (FAR)	0.50		1.30	0.70	0.70	0.50
Max Lot Coverage		25%				
Max Dwelling Units Per Acre	18		44	18		
Parking per Unit	1.0	1.0	1.0	1.0	1.0	1.0
			4 stories and an FAR of 1.7 allowed by Special Permit.			

NEIGHBORHOOD HOUSING PLAN ZONING PARAMETERS

	Apt A1	Business	Avery Sq Business	Chestnut St. Business		Hillside Ave. Business	Industrial	
				West	East & Garden St.		Crescent	Hillside
Minimum Lot Size (sq. feet)	20,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Height (Stories)	4.0	4.0	3.0	4.0	3.0	3.0	3.0	3.0
Floor Area Ratio (FAR)	1.00	2.00	1.30	2.00	2.00	1.00	0.75	1.00
Max Dwelling Units Per Acre	36	48	44			24	24	24
Parking per Unit	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Note		4.5 stories allowed if commercial space on first floor or 7.5% workforce housing.	4 stories and an FAR of 1.7 allowed by Special Permit.	4.5 stories allowed if commercial space on first floor or 7.5% workforce housing.	3.5 stories allowed if commercial space on first floor or 7.5% workforce housing.			

Units Allowed Under Existing & Proposed Zoning

Zoning District	Scenario Name: Unit Capacity				
	Existing Units	Existing Zoning Unit Capacity	Existing Zoning with Overlay Special Permit Unit Capacity	Base Compliance Plan Unit Capacity	Neighborhood Housing Plan Unit Capacity
Apartment A1	588	526	526	526	877
Business	4	N/A	N/A	210	305
Avery Square Business	72	77	77	189	189
Chestnut St. East	46	370	987	370	547
Chestnut St. West					732
Chestnut St./Garden St.					75
Hillside Ave Business	44	46	46	80	62
Industrial – Crescent	21	N/A	N/A	495	184
Industrial – Hillside					325
TOTAL UNIT CAPACITY	775	1,019	1,636	1,870	3,296

Likely Build Out Comparison

District	Units developed since Needham Center Plan (2009)	Base Compliance Plan: Likely Build	Neighborhood Housing Plan: Likely Build
Apartment A1		0	82
Business		43	111
Avery Square Business		189	189
Chestnut Street East	0	50	137
Chestnut Street West	5		560
Chestnut Street Business - Garden	0		33
Center Business	10	N/A	N/A
Hillside Avenue Business		8	6
Industrial – Crescent		121	79
Industrial - Hillside			91
TOTAL UNITS	15	411	1,288

The goal of analyzing a zoning proposal is to provide the Town with projections, not exact predictions.

- RKG Associates has projected it could take 19 to 34 years for the zoning proposals to be fully built.
- In 2009, Needham updated its zoning bylaw for Needham Center, Chestnut Street, and Garden Street to allow for greater height and density. Over the last 15 years, 15 units have been built.
- **For planning purposes, Town staff have applied a 10-year time horizon to the “likely” build outs** of both the Base Compliance Plan and the Neighborhood Housing Plan.
- This 10-year timeframe was used to inform the traffic study and has been recommended to the School Department for future school enrollment forecasts.
- This is a starting point for planning purposes. These assumptions will be updated annually as zoning possibilities materialize into actual projects and new, more specific information is known.

Updates from HONE Recommendation to Final Warrant

The Base Compliance Plan & Neighborhood Housing Plan both include:

Avery Square Business District

- Multi-family housing development as-of-right at 3 stories, an FAR of 1.3, and a limit of 44 maximum dwelling units per acre. The MBTA Communities Compliance model calculates this at 189 units.
- Multi-family housing development by special permit at an FAR of 1.7, a density greater than 44 units per acre and 4 stories.
- More stringent development standards for parking garages facades and curb cuts.

Updates from HONE Recommendation to Final Warrant

The Base Compliance Plan & Neighborhood Housing Plan both include:

Additional Site Plan review standards to:

- assure that buildings are designed with regard to their relationship to open spaces, existing buildings and other community assets in the area;
- address all collection and storage areas for residential refuse;
- assure provision of adequate water, sewer, and utility service to serve the project;
- address pedestrian and vehicular movement within and outside the project site including application of reasonable mitigation measures to address traffic attributable to the project; and
- include construction management standards consistent with those of the Town's General By-laws.

- GPI analyzed 15 key intersections, looking at current traffic conditions and then comparing projected conditions in 2034 under a “no build” scenario, under the Base Compliance Plan and Neighborhood Housing Plan likely build outs.
- GPI recommended potential mitigation strategies for 9 of the 15 intersections, including signal timing optimizations, roadway restriping, adjustments to pedestrian timings, and new signalization.
- DPW is already working on capital projects that would address 7 of the 9 intersections through redesigns of Great Plain Avenue and Highland Avenue.
- With recommended mitigation measures, GPI concluded that the traffic system will maintain an acceptable level of service under the Base Compliance Plan and the Neighborhood Housing Plan.

School Enrollment Projections: Inputs

Unit Distribution: *(CoStar)*

- 10% studios
- 45% one-bedroom
- 35% two-bedroom
- 10% three-bedroom

Affordability: 12.5% affordable, 87.5% market rate *(zoning)*

Analysis updated since HONE report to:

- Reflect a more conservative two-bedroom rate
- Reflect changes in zoning language for Avery Square; these units are now included in “likely build” scenarios

Unit Size	School Aged Children (SAC) Ratio per Unit
Studio – MKT	0.00
One Bedroom – MKT	0.00
Two Bedroom – MKT	0.16
Three Bedroom – MKT	0.50
Studio - AFF	0.00
One Bedroom – AFF	0.00
Two Bedroom – AFF	0.38
Three Bedroom – AFF	1.20

(Residential Demographic Multipliers, Needham Public Schools actuals)

School Enrollment Projections: Outputs

- Average rate of 0.13 students/unit
- Projections are consistent with the student generation rates that Needham has experienced over the last five years from Charles River Landing, the Kendrick, Modera, Hamilton Highlands, Rosemary Ridge, and Rosemary Lake Apartments.
- The Town conferred with McKibben Demographics, Needham Public Schools' consultant for annual enrollment projections. McKibben agreed with the assumptions and will incorporate in upcoming enrollment forecast.

RKG Projections (updated 09/19/2024)	Units	Students
Base Compliance Plan: Likely Build	411	55
Base Compliance Plan: Full Build	1,870	236
Neighborhood Housing Plan: Likely Build	1,288	164
Neighborhood Housing Plan: Full Build	3,296	415

Methodology:

- Start with McKibben's peak enrollment projection for NPS over the next 15 years.
- Add RKG student projections to get a total enrollment projection.
- Compare total enrollment projection to capacity of the School Master Plan Scenario C1a for elementary (renovate Pollard for grades 6-8, High Rock becomes a 6th elementary school, Mitchell renovated as 3-section school), the MSBA enrollment figure for the Pollard, and current High School capacity.

Conclusions:

- The School Committee's preferred master plan scenario would accommodate the student projections for both the Base Plan and the Neighborhood Housing Plan Likely build outs at the elementary level.
- Projected enrollment for middle school would exceed MSBA capacity for the Pollard School by 34 students (2.5%) under the Base Plan Likely build and by 74 students (5.5%) under the Neighborhood Plan Likely build.
- Projected enrollment under the Neighborhood Housing Plan Likely Build would exceed Needham High School capacity by 7 students (< 1%).

School Building Capacity Analysis

BASE COMPLIANCE PLAN LIKELY BUILD	Elementary	Middle	High School
McKibben peak enrollment projection (FY25-39)	2628	1349	1725
additional RKG enrollment projection	55	20	28
Total Enrollment Projection	2683	1369	1753
Current School Capacity	2634	1419	1800
Current Capacity vs. Enrollment	-2% or (49)	50	48
Proposed School Capacity	2854	1335	1800
Proposed Capacity vs. Enrollment	171	-2.5% or (34)	48

NEIGHBORHOOD HOUSING PLAN LIKELY BUILD	Elementary	Middle	High School
McKibben peak enrollment projection (FY25-39)	2628	1349	1725
additional RKG enrollment projection	164	60	82
Total Enrollment Projection	2792	1409	1807
Current School Capacity	2634	1419	1800
Current Capacity vs. Enrollment	-6% or (158)	10	<1% or (7)
Proposed School Capacity	2854	1335	1800
Capacity vs. Enrollment	62	-5.5% or (74)	<1% or (7)

Fiscal Impact Analysis

Base Full Build Scenario		
District Name	Units	Net Fiscal Impact
Apartment 1	526	\$325,076
Business	210	\$121,032
Avery Square Business	189	\$112,967
Chestnut Street Business	370	\$220,938
Hillside Avenue	80	\$49,953
Industrial	495	\$307,401
TOTALS	1,870	\$1,137,367

Base Propensity Scenario		
District Name	Units	Net Fiscal Impact
Apartment 1	0	\$0
Business	43	\$18,438
Avery Square Business	189	\$112,967
Chestnut Street Business	50	\$21,126
Hillside Avenue	8	\$4,487
Industrial	121	\$63,777
TOTALS	411	\$220,795

Housing Plan Full Build Scenario		
District Name	Units	Net Fiscal Impact
Apartment 1	877	\$542,562
Business	305	\$192,128
Avery Square Business	189	\$112,967
Chestnut Street East	547	\$333,141
Chestnut Street West	732	\$450,340
Chestnut Street Business	75	\$38,419
Hillside Ave Business	62	\$35,349
Industrial - Crescent	184	\$114,892
Industrial - Hillside	325	\$197,887
TOTALS	3,296	\$2,017,685

Housing Plan Propensity Scenario		
District Name	Units	Net Fiscal Impact
Apartment 1	82	\$41,107
Business	111	\$67,627
Avery Square Business	189	\$112,967
Chestnut Street East	137	\$73,768
Chestnut Street West	560	\$349,671
Chestnut Street Business	33	\$8,829
Hillside Ave Business	6	-\$518
Industrial - Crescent	79	\$47,646
Industrial - Hillside	91	\$48,409
TOTALS	1,228	\$749,506

- 4 state funding sources included in M.G.L. Chp. 40A Sec.3A
 - MassWorks: Needham secured \$1.7M grant for 1st Avenue infrastructure project.
 - HousingWorks: New state infrastructure program for compliant communities.
- 13 discretionary grant programs listed in EOHLC guidelines.
- Growing list of determinations by awarding authorities:
 - Congressman Auchincloss re: future federal Community Project Funding (e.g. \$2M for Centre St/Central Ave Bridge; \$1.1M for stormwater best management practices).
 - Boston Region Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP): Needham currently in the TIP vetting process for Highland Ave redesign project valued at \$20 million.
 - Discretionary state funds that the Town becomes aware of on a case-by-case basis exploring grant opportunities (e.g. Green Communities Act).

Questions? Thank you.

Appendix: Visualizations and Aerial Maps

Existing Needham Multifamily Housing



17 u/ac

1110 Great Plain Avenue



8 u/ac

90-98 Dedham Avenue



27 u/ac

401-405 Hunnewell Street



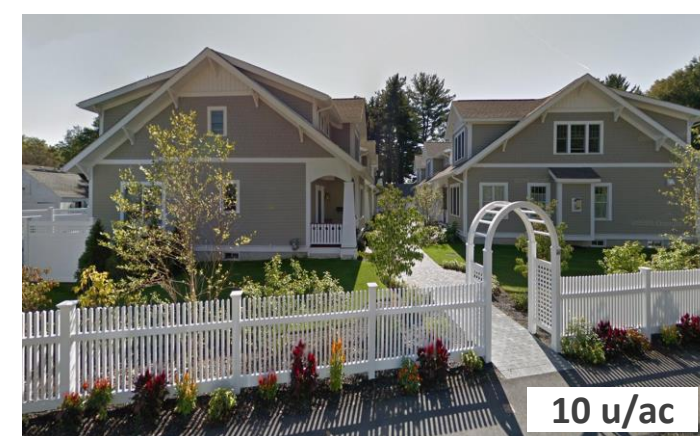
14 u/ac

The Highlands



12 u/ac

Denmark Lane



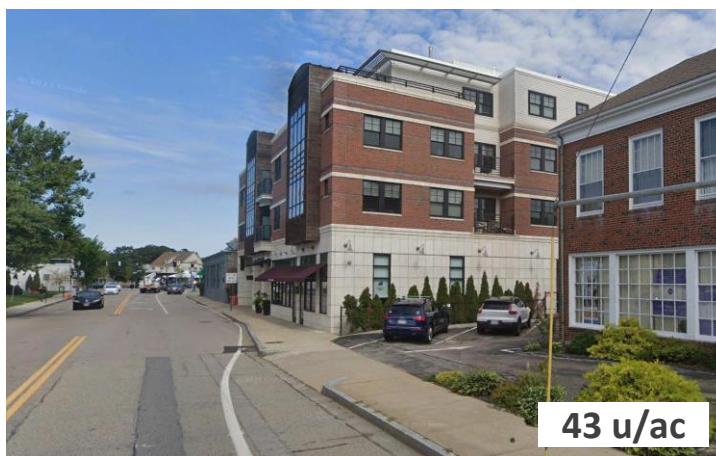
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25 High Street

Existing Needham Multifamily Housing



Stephen Palmer



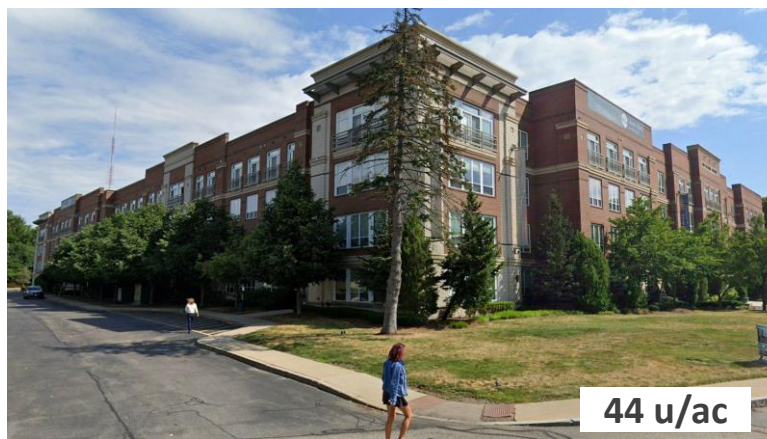
50 Dedham Avenue



100 West Street



Rosemary Ridge



Charles River Landing



Rosemary Lake

Examples of multifamily housing



Townhomes



3-4 story multifamily



Denser single-family homes



3-story multifamily



3-story multifamily



Live-work townhomes

Examples of mixed-use multi-family housing



2-3 story MXU multifamily



2-3 story MXU multifamily



3-story MXU multifamily



3-story MXU multifamily

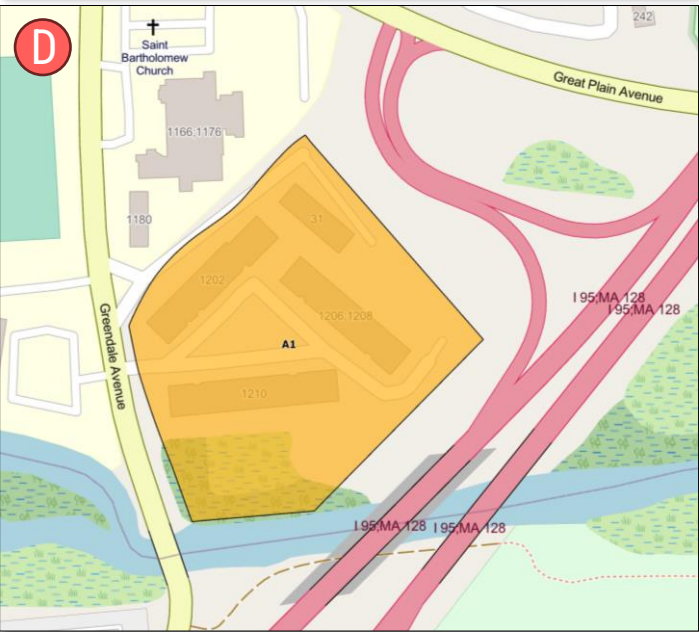
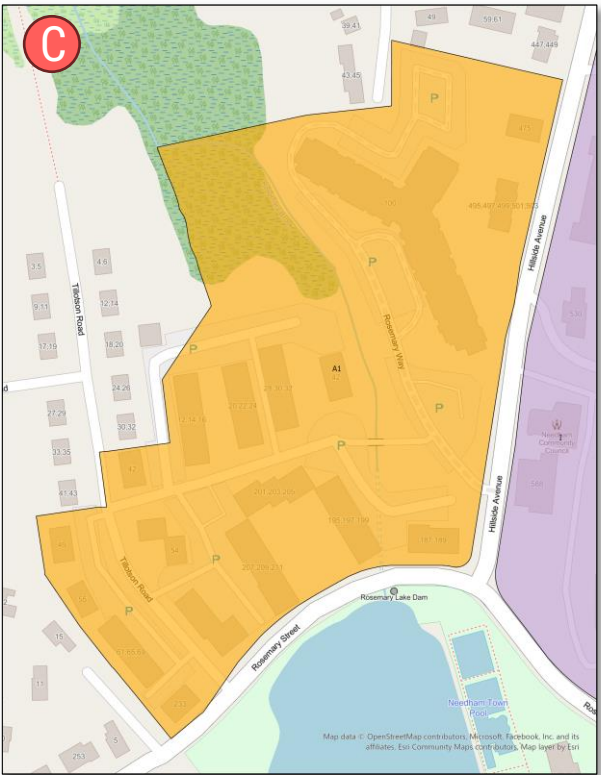
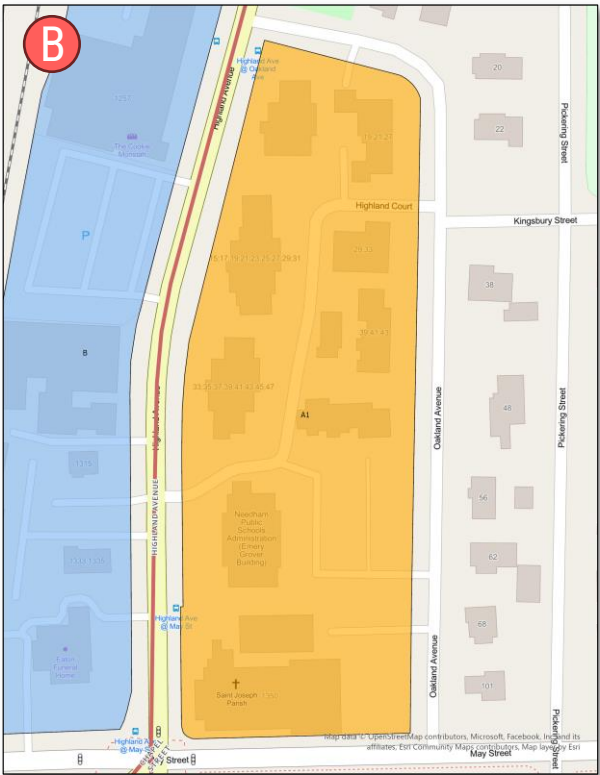
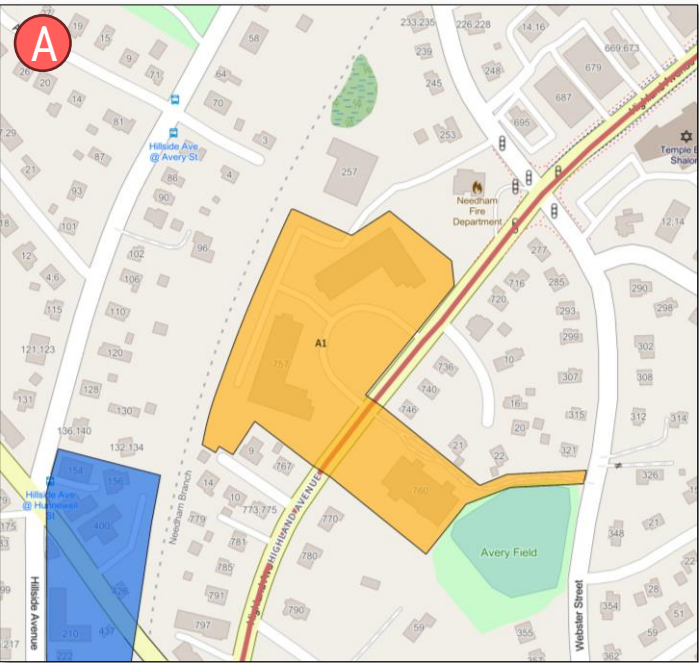


3½-story MXU multifamily



3-story MXU multifamily

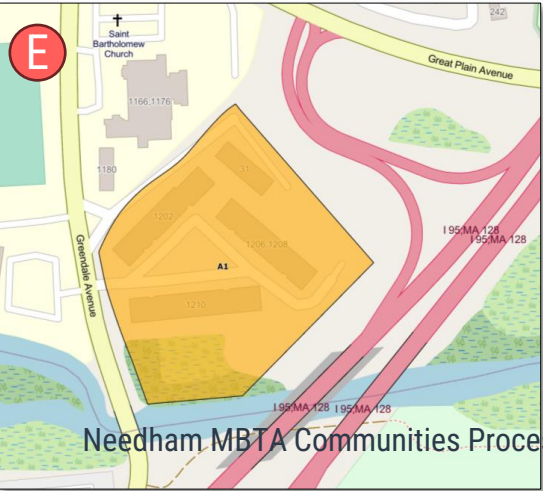
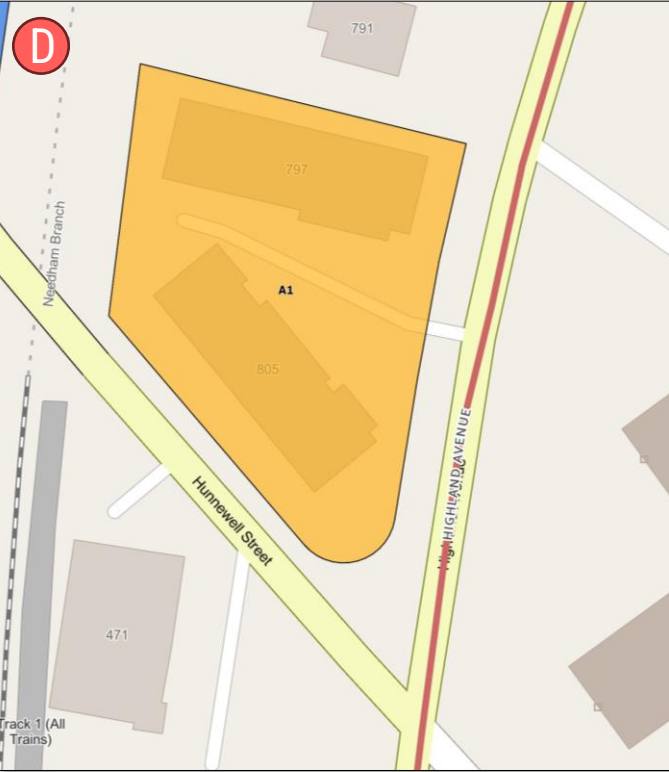
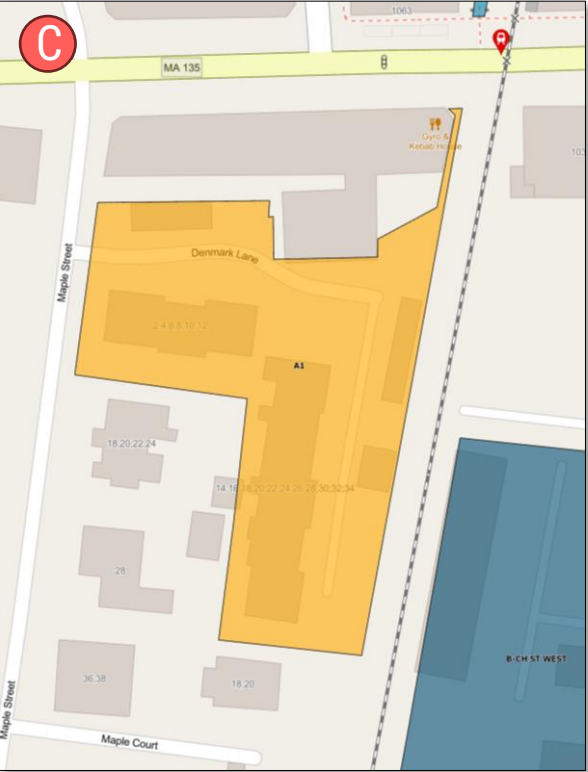
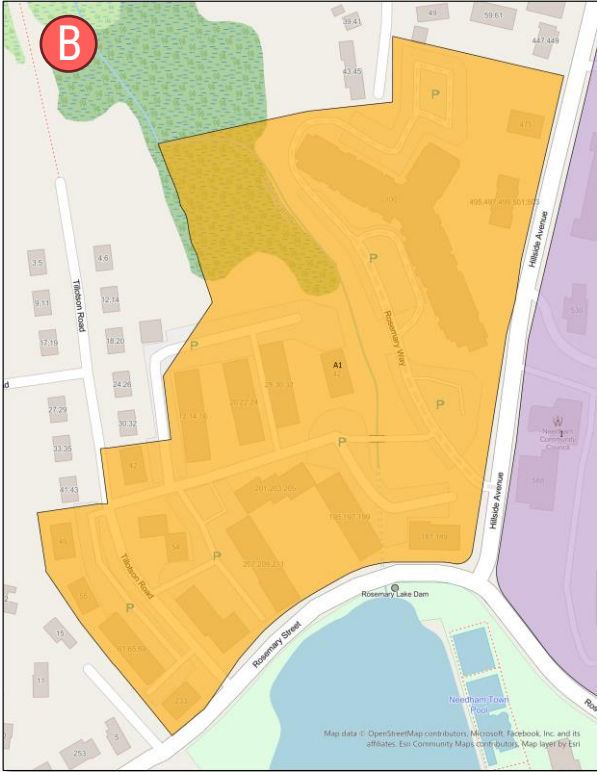
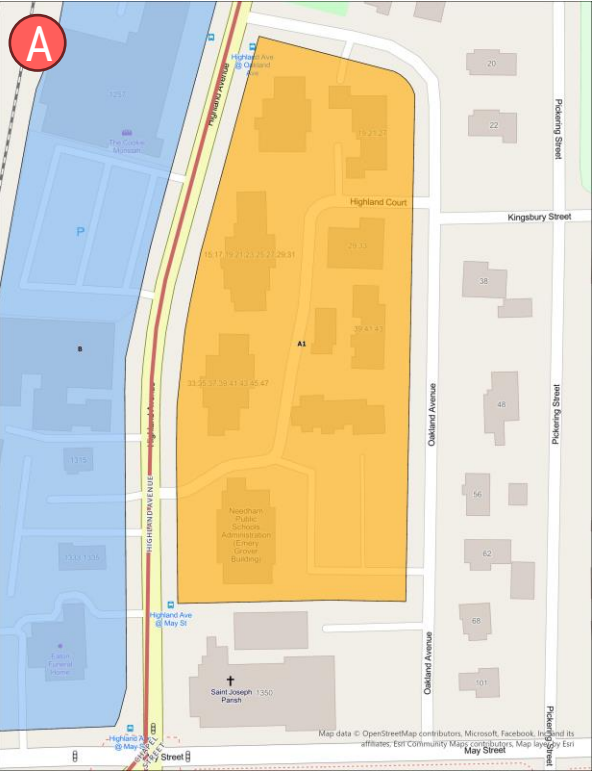
Scenario Comparison – Apartment A1 Subdistricts – Base Compliance



- A** Avery School/Hamilton Highlands
- B** The Highlands, NPS, St. Joseph (Highland Ave/May St.)
- C** Rosemary Ridge, Rosemary Lake Apts. (Rosemary St./Hillside Ave)
- D** Charles Court Condos

Zoning Standards	Existing Zoning	Base Compliance
Minimum Lot Size	20,000 SF	20,000 SF
Height (Stories)	3	3
Floor Area Ratio (FAR)	0.50	0.50
Max Lot Coverage	N/A	N/A
Max Dwelling Units per Acre	18	18
Parking per Unit	1.5	1.0

Scenario Comparison – Apartment A1 Subdistricts – Neighborhood Housing Plan

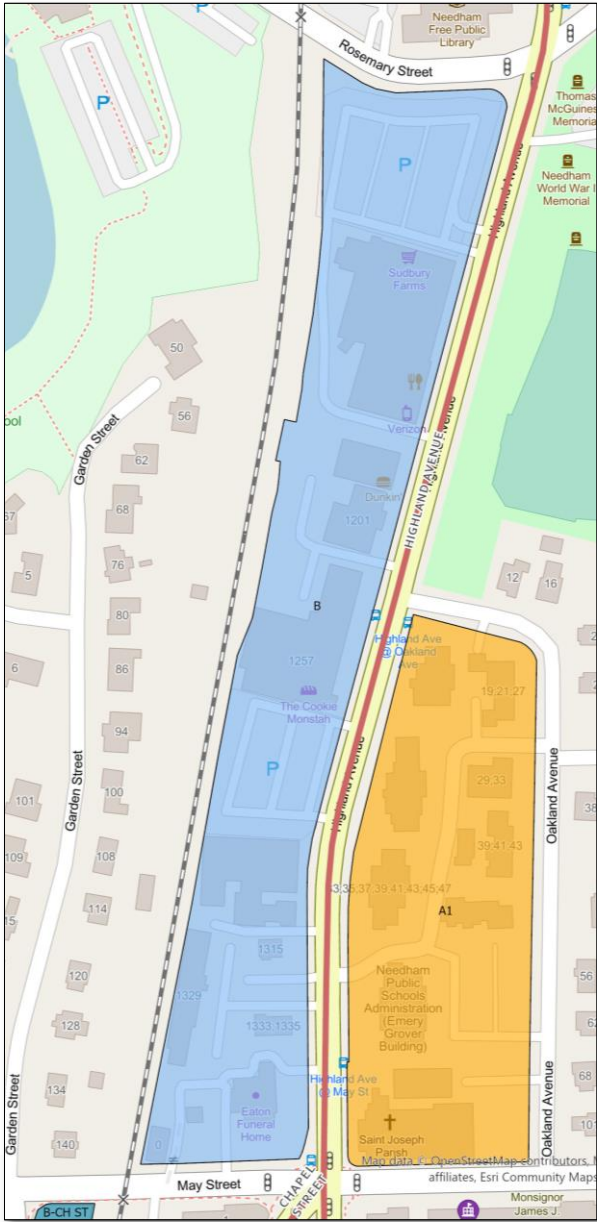


Zoning Standards	Existing Zoning	Base Compliance	Housing Plan
Minimum Lot Size	20,000 SF	20,000 SF	20,000 SF
Height (Stories)	3	3	4
Floor Area Ratio (FAR)	0.50	0.50	1.0
Max Lot Coverage	N/A	N/A	N/A
Max Dwelling Units per Acre	18	18	36
Parking per Unit	1.5	1.0	1.0

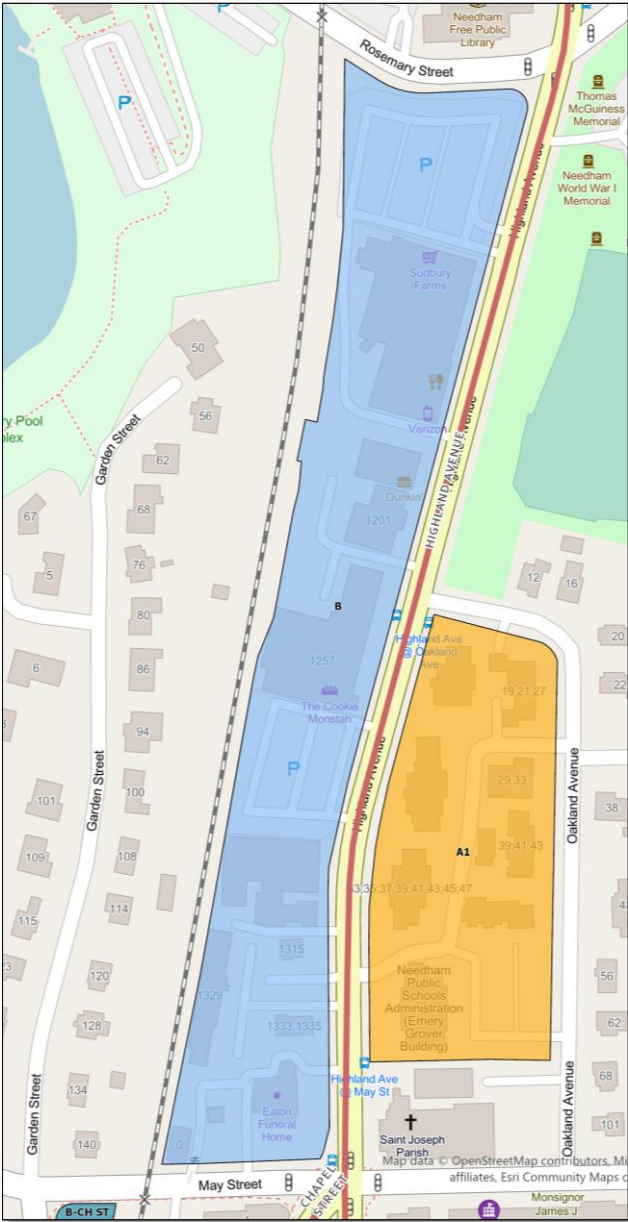
- A** The Highlands, NPS (Highland Ave/May St.)
- B** Rosemary Ridge, Rosemary Lake Apts. (Rosemary St./Hillside Ave)
- C** Denmark Lane (Great Plain Ave/Maple St.)
- D** Hunnewell St & Highland Ave
- E** Charles Court Condos

Scenario Comparison – Business Subdistricts

Base Compliance



Neighborhood Housing Plan



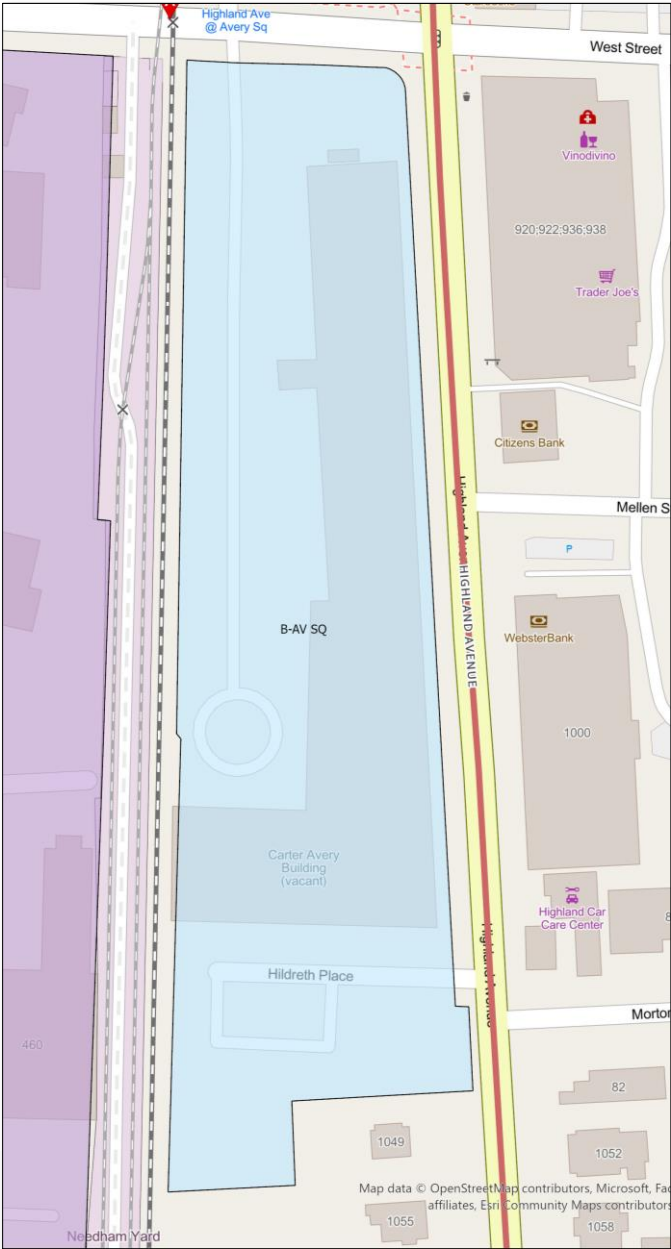
Zoning Standards	Existing Zoning	Base Compliance	Housing Plan
Minimum Lot Size	10,000 SF	10,000 SF	10,000 SF
Height (Stories)	3	3	4
Floor Area Ratio (FAR)	N/A	N/A	2.0
Max Lot Coverage	25%	25%	N/A
Max Dwelling Units per Acre	N/A	N/A	48
Parking per Unit	1.5	1.0	1.0

Under existing zoning, multi-family housing is not allowed in this district.

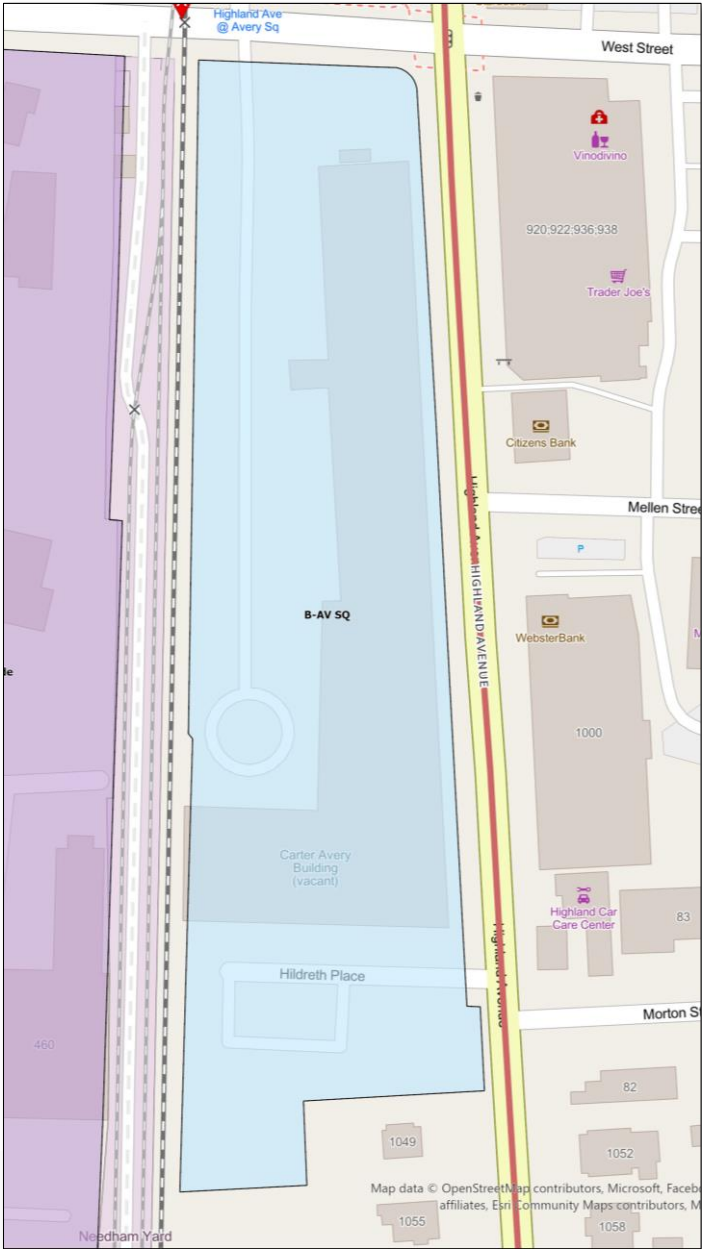
Under the Neighborhood Housing Plan:
4.5 stories allowed as-of-right if the building includes first floor commercial or 7.5% workforce housing for households between 80 – 120% AMI.

Scenario Comparison – Avery Square Subdistricts

Base Compliance



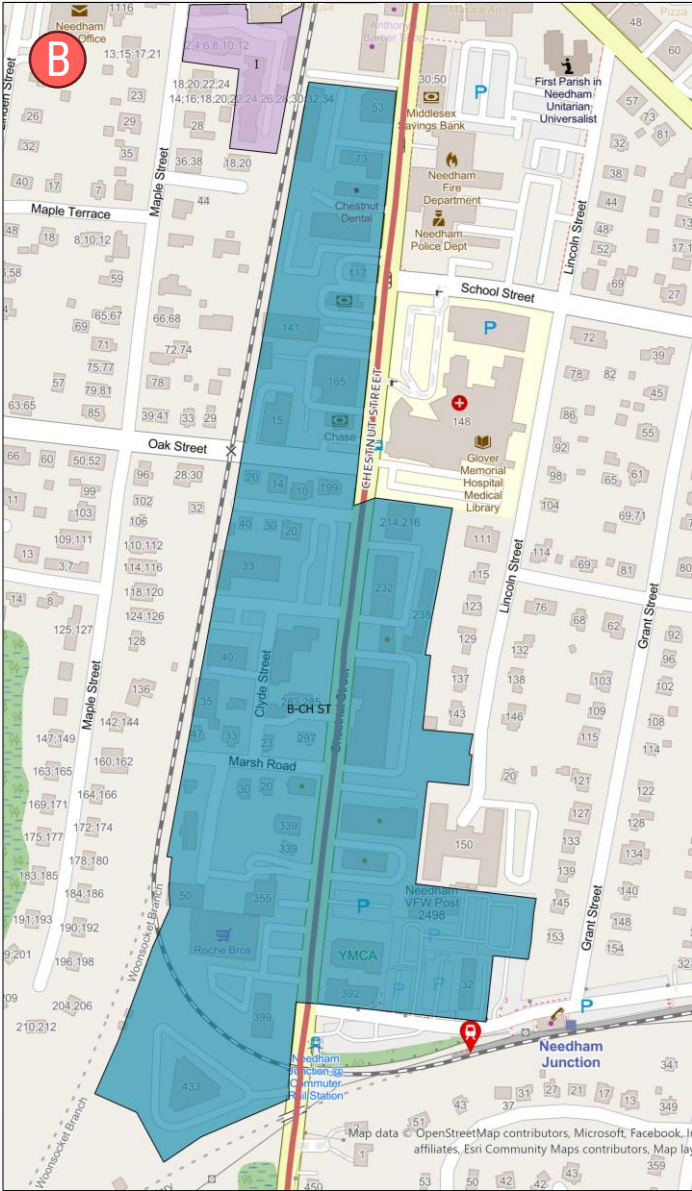
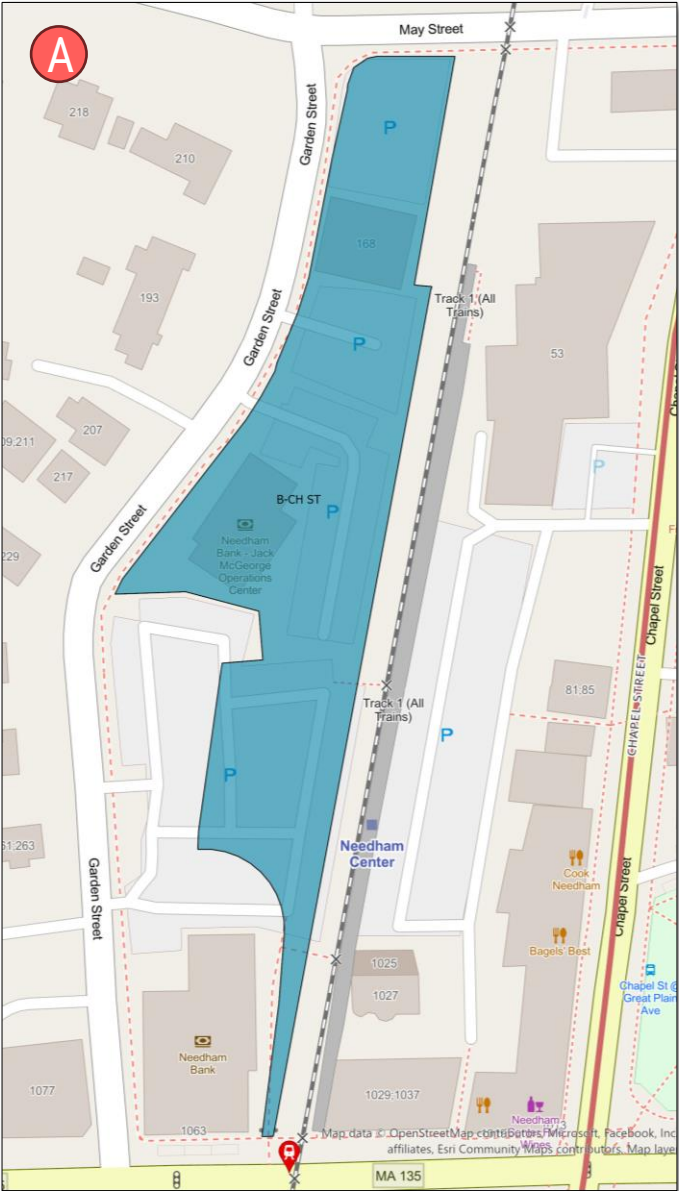
Neighborhood Housing Plan



Zoning Standards	Existing Zoning	Base Compliance	Housing Plan
Minimum Lot Size	10,000 SF	10,000 SF	10,000 SF
Height (Stories)	4 ¹	3	3
Floor Area Ratio (FAR)	0.70	1.3	1.3
Max Lot Coverage	N/A	N/A	N/A
Max Dwelling Units per Acre	18	44	44
Parking per Unit	1.5	1.0	1.0

Under the Base and Neighborhood Housing Plan, the zoning would allow 4 stories and an FAR of 1.7 by Special Permit. It would only apply to the 100 West parcel.

¹ Under existing zoning 4th story limited to 35% of total roof area.

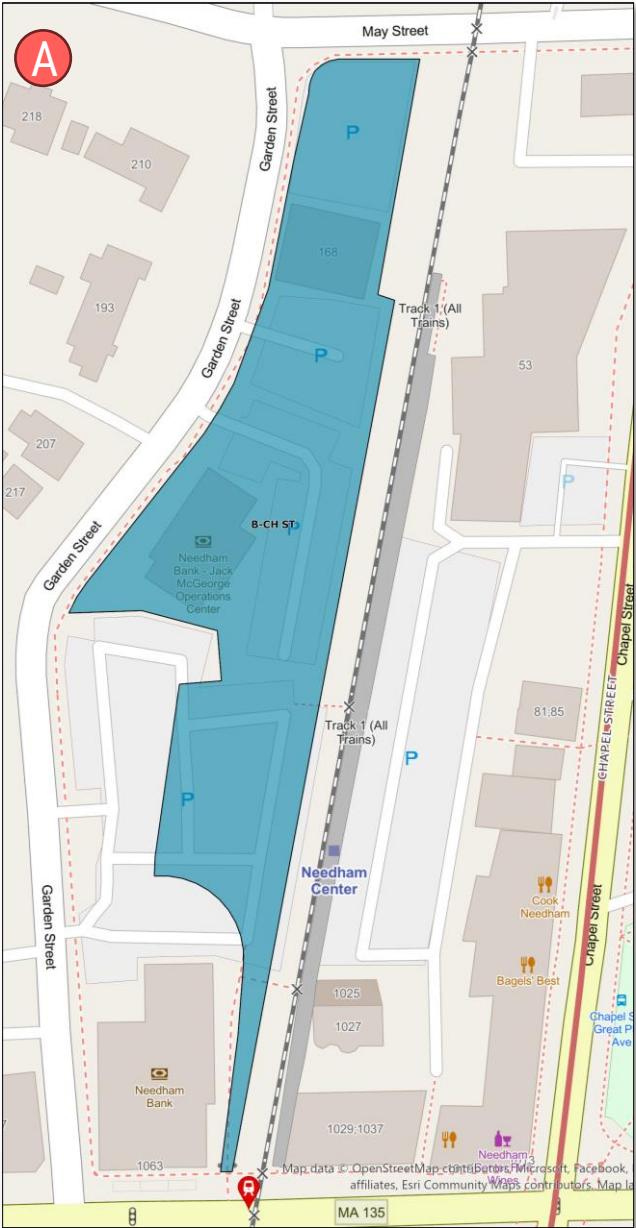


- A Garden Street District between May St. and Great Plain Ave
- B Chestnut St. from just south of Great Plain Ave to Junction St.

Zoning Standards	Existing Zoning	Base Compliance
Minimum Lot Size	10,000 SF	10,000 SF
Height (Stories)	2.5	3
Floor Area Ratio (FAR)	0.70	0.70
Max Lot Coverage	N/A	N/A
Max Dwelling Units per Acre	18	18
Parking per Unit	1.5	1.0

Scenario Comparison – Chestnut Street Subdistricts – Neighborhood Housing Plan

Garden Street District



Chestnut St. East and West



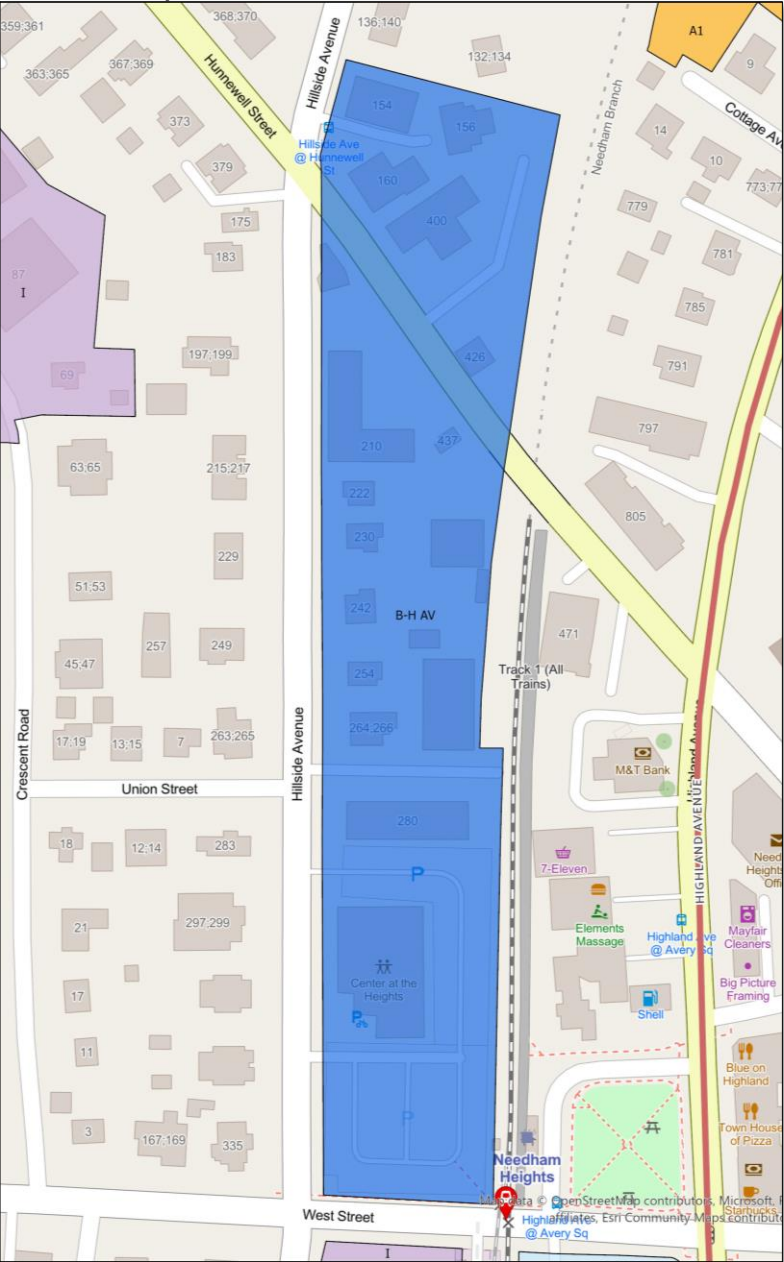
Zoning Standards	Existing Zoning	Existing Zoning - Overlay	Base Compliance	Housing Plan
Minimum Lot Size	10,000 SF	10,000 SF	10,000 SF	10,000 SF
Height (Stories)	2.5	4	3	3 (East/Garden) 4 (West)
Floor Area Ratio (FAR)	0.70	2.0	0.70	2.0
Max Lot Coverage	N/A	N/A	N/A	N/A
Max Dwelling Units per Acre	18	N/A	18	N/A
Parking per Unit	1.5	1.5	1.0	1.0

Under the Neighborhood Housing Plan:

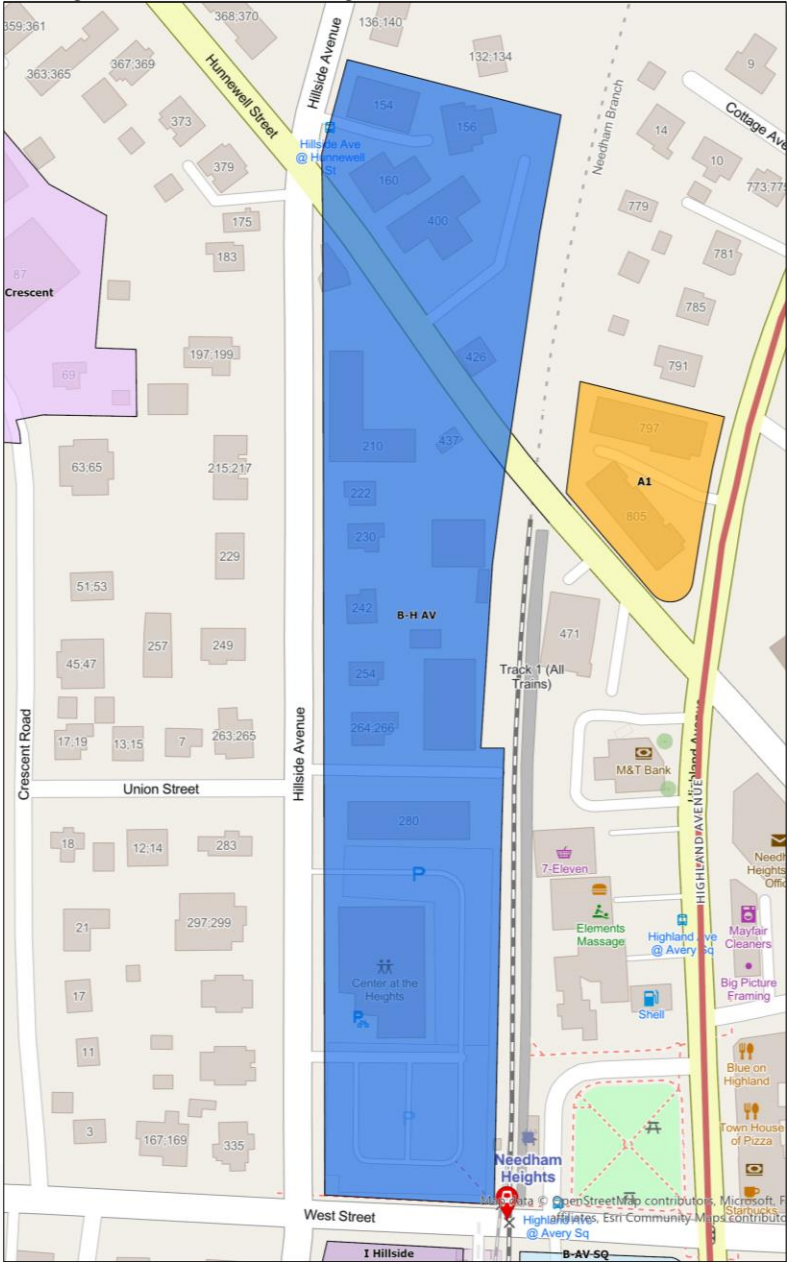
- Chestnut East and Chestnut/Garden Street – 3.5 stories as-of-right if the building includes first floor commercial or 7.5% workforce housing for households between 80 – 120% AMI.
- Chestnut West – 4.5 stories as-of-right if the building includes first floor commercial or 7.5% workforce housing for households between 80 – 120% AMI.

Scenario Comparison – Hillside Ave Business Subdistricts

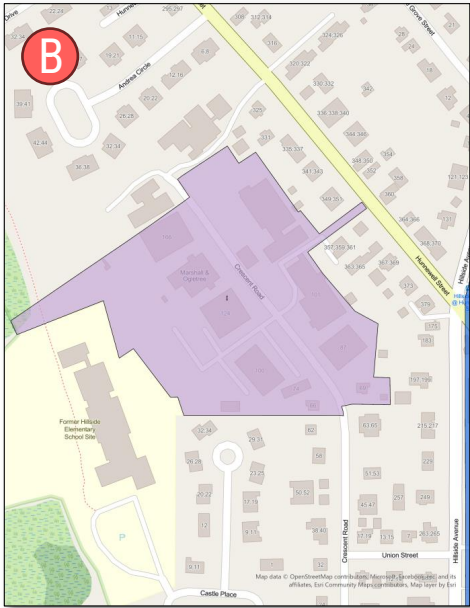
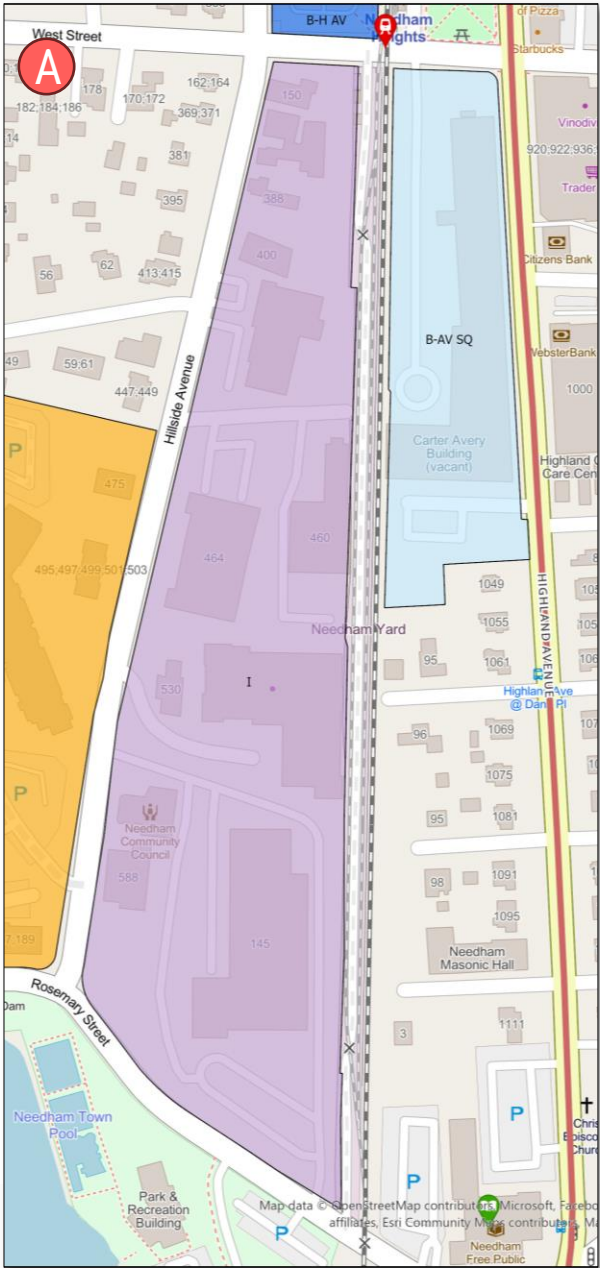
Base Compliance



Neighborhood Housing Plan



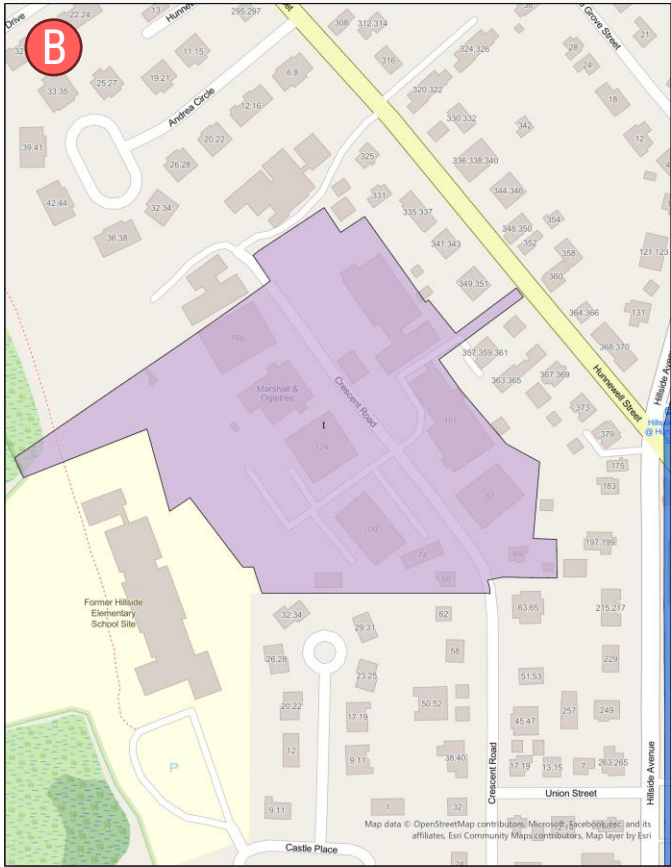
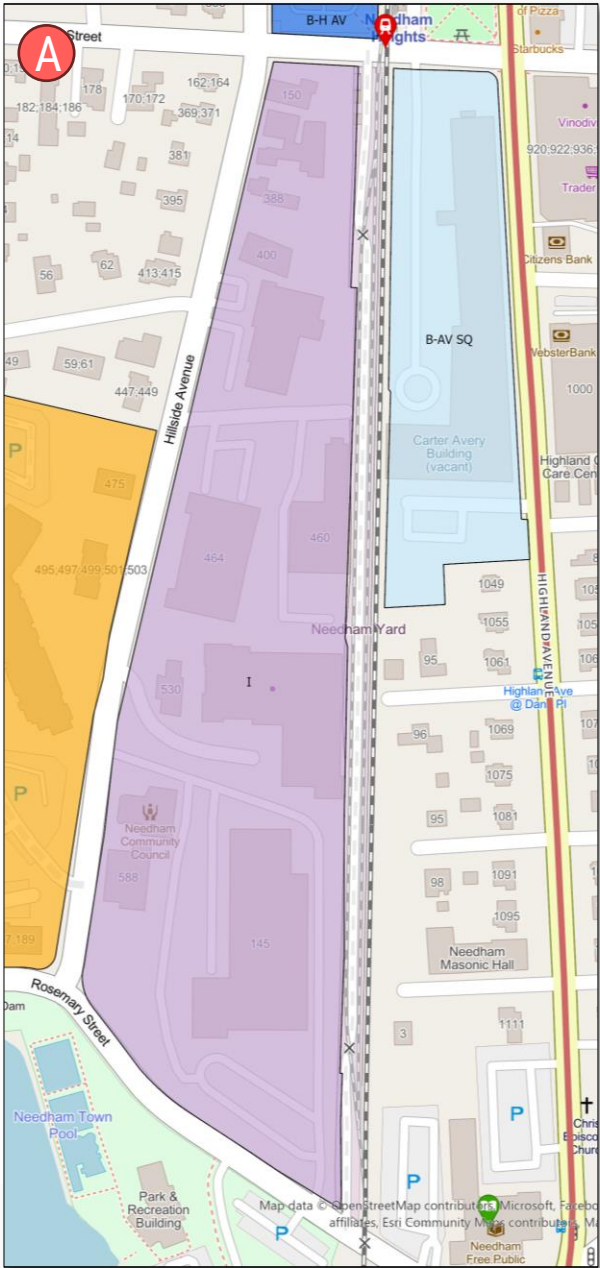
Zoning Standards	Existing Zoning	Base Compliance	Housing Plan
Minimum Lot Size	10,000 SF	10,000 SF	10,000 SF
Height (Stories)	2.5	3	3
Floor Area Ratio (FAR)	0.70	0.70	1.0
Max Lot Coverage	N/A	N/A	N/A
Max Dwelling Units per Acre	18	N/A	24
Parking per Unit	1.5	1.0	1.0



- A** Hillside Ave from West St. to Rosemary St.
- B** Crescent Road Industrial District
- C** Denmark Lane off Maple St. at Great Plain Ave

Zoning Standards	Existing Zoning	Base Compliance
Minimum Lot Size	10,000 SF	10,000 SF
Height (Stories)	3	3
Floor Area Ratio (FAR)	N/A	0.50
Max Lot Coverage	60%	N/A
Max Dwelling Units per Acre	N/A	N/A
Parking per Unit	1.5	1.0

Under existing zoning, housing is not allowed in this district.



A Hillside Ave from West St. to Rosemary St.

B Crescent Road Industrial District

Note: Denmark Lane Industrial Subdistrict becomes Apartment A1 under the Neighborhood Housing Plan.

Zoning Standards	Existing Zoning	Base Compliance	Housing Plan
Minimum Lot Size	Housing not Allowed	10,000 SF	10,000 SF
Height (Stories)		3	3
Floor Area Ratio (FAR)		0.50	0.75 in Crescent 1.0 in Hillside
Max Lot Coverage		N/A	N/A
Max Dwelling Units per Acre		N/A	24
Parking per Unit		1.0	1.0

Base Height /
Neighborhood
Housing Height

Chestnut
Street West

3/4.5

Chestnut
Street East

3/3.5

VFW

Chestnut
Street East

3/3.5

Hartney
Greymont

Roche
Bros.

Junction

Street

Chestnut Street

Lincoln Street

Warren

Base Height /
Neighborhood
Housing Height

3/4.5

Chestnut
Street West

Chestnut Street
West

3/4.5

Roche
Bros.

Dunkin
Donuts

Chestnut Street
East

3/3.5

VEW

Junction Street

Base Height /
Neighborhood
Housing Height

Industrial,
Apt-A1
3/4

Chestnut
Street West
3/4.5

Town Common

Great Plain Avenue

CVS

Dedham
Avenue

Public Safety
Building

School Street

Grant
Street

Lincoln Street

Oak Street

Chestnut Street

Lincoln Street

Base Height /
Neighborhood
Housing Height

Chestnut St.
Garden
3/3.5

Industrial,
Apt-A1
3/4

St. Joe's

May Street

Highland Avenue

Town Hall

Town Common

Great Plain Avenue

Michelson's

Harvey's

Dedham Avenue

Chestnut Street

Maple Street

Linden Street



Base Height /
Neighborhood
Housing Height

Needham
Library

Needham
High School

Bertucci's

3 / 4

Apartment
A1

Business
District

3/4.5

Highland Avenue

St. Joe's

3/-

May Street

May Street

Base Height /
Neighborhood
Housing Height

Avery
Square
Business

100 West
Street

Rosemary Ridge

Apartment
A1

3 / 4

Rosemary Lake
Apartments

Industrial -
Hillside

3 / 3

Rosemary Lake

Rosemary Street

Highland Avenue

Base Height /
Neighborhood
Housing Height

Industrial -
Crescent
3 / 3

Apartment
A1
3 / -

Hillside
Ave.
Business
A1
(- / 4)
3 / 3
CATH

West Street

Avery
Square
Business
100 West
Street
3 By Right;
4 Special
Permit

West Street

Industrial -
Hillside
3 / 3

Hillside Avenue

Highland Avenue

Trader Joe's

Base Height /
Neighborhood
Housing Height

Apartment
A1

3 / 4



MBTA Communities Act Zoning
Student Projects vs. Actuals: Expanded Analysis 10.3.2024

◊ RKG Associates projections are consistent with the student generation rates that Needham has experienced over the last five years from large multi-family housing developments in town.

◊ The Town conferred with McKibben Demographics, the Needham Public Schools' consultant responsible for annual enrollment projections. McKibben agreed with the assumptions below.

RKG Projections	Units	Students
Base Compliance Plan: Likely Build	411	55
Base Compliance Plan: Full Build	1,870	236
Neighborhood Housing Plan: Likely Build	1,288	164
Neighborhood Housing Plan: Full Build	3,296	415

Actuals: Children Attending NPS from Specific Developments	FY21	FY22	FY23	FY24	FY25	Average	Units	student generation rate per unit
Charles River Landing (300 2nd Avenue)	18	14	14	17	21	16.8	350	0.048
Kendrick (275 2nd Avenue)	46	50	58	50	45	49.8	390	0.128
Modera (700 Greendale Ave)	41	41	38	45	45	42	136	0.309
Hamilton Highlands (757 Highland Avenue)	8	12	22	27	31	20	79	0.253
Rosemary Ridge (100 Rosemary Way)	0	1	4	6	7	3.6	105	0.034
Rosemary Lake Apts (multiple addresses)	22	27	29	37	46	32.2	204	0.158
Total	135	145	165	182	195	164.4	1264	0.130

Source: Needham Public Schools

Actuals: Unit Distribution	studio & one-bed	%	two-bed	%	three-bed	%	Total Units	
Charles River Landing (300 2nd Avenue)	244	70	106	30	0	0	350	25% affordable
Kendrick (275 2nd Avenue)	202	52	149	38	39	10	390	25% affordable
Modera (700 Greendale Ave)	19	14	103	76	14	10	136	25% affordable
Hamilton Highlands (757 Highland Avenue)	3	4	76	96	0	0	79	
Rosemary Ridge (100 Rosemary Way)	30	29	75	71	0	0	105	
Rosemary Lake Apts (multiple addresses)	102	50	80	39	22	11	204	
Total	600	47	589	47	75	6	1264	

Source: Town of Needham

MBTA Communities Act Zoning
Student Projects vs. Actuals: Expanded Analysis 10.3.2024

RKG Assumptions: Unit Distribution	studio & one-bed	55%	two-bed	35%	three-bed	10%		
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Source: CoStar (note: 10% studios, 45% one-beds)

RKG Assumptions: Student Generation (this example is the Neighborhood Housing Plan Likely Build Out)	Unit Breakdown	Unit Breakdown: Detailed		% unit type assumptions	projected # units	RKG student rate	projected # students	Student Generation Rate per Unit
total number of units	1288	MARKET (87.5% of total units)	studio	10	112.70	0.00	0.00	
total market (87.5%)	1127		one bed	45	507.15	0.00	0.00	
total affordable (12.5%)	161		two bed	35	394.45	0.16	63.11	
			three bed	10	112.70	0.50	56.35	
				<i>Subtotal</i>	1127.00		119.46	
		AFFORD-ABLE (12.5% of total units)	studio	10	16.10	0.00	0.00	
			one bed	45	72.45	0.00	0.00	
			two bed	35	56.35	0.38	21.41	
			three bed	10	16.10	1.20	19.32	
				<i>Subtotal</i>	161.00		40.73	
				Total	1288		160	0.124
				w/rounding	1288		164	0.127

Sources: Student rates from Residential Demographic Multipliers, Needham Public Schools actuals. Assumptions affirmed by McKibben Demographics. Market vs. affordable % determined by the zoning language.



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

MEETING DATE: 10/8/2024

Agenda Item	NCAC Mural in Needham Center
Presenter(s)	Heather Simmons, Co-Chair, Needham Council for Arts & Culture Joni Schockett, Co-Chair, Needham Council for Arts & Culture J.P. Cacciaglia, Economic Development Manager

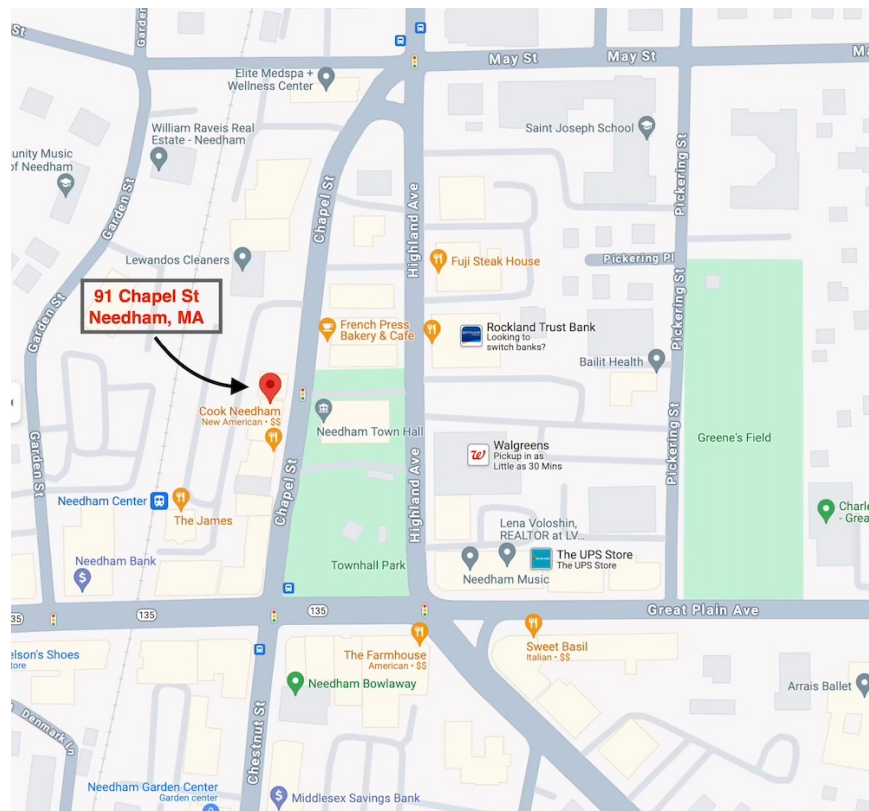
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The co-chairs of the Needham Council for Arts & Culture and Economic Development Manager will present an update on NCAC's Needham Center Mural Project. The mural's objective is to enliven and educate the town with public art that connects and inspires the community. The mural design should also reflect Needham as a welcoming and inclusive community. The mural will be located on the side of the retail building, on the walk path/ally at 91 Chapel, which is home to many thriving businesses and is a common path for persons traveling from the parking lot to Town Hall and commuters walking to the MBTA Station. The mural installation is anticipated for October/November 2024 and is made possible by American Rescue Plan Act (ARPA) funding and NCAC Funds.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A – Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
a. Mural Submissions	



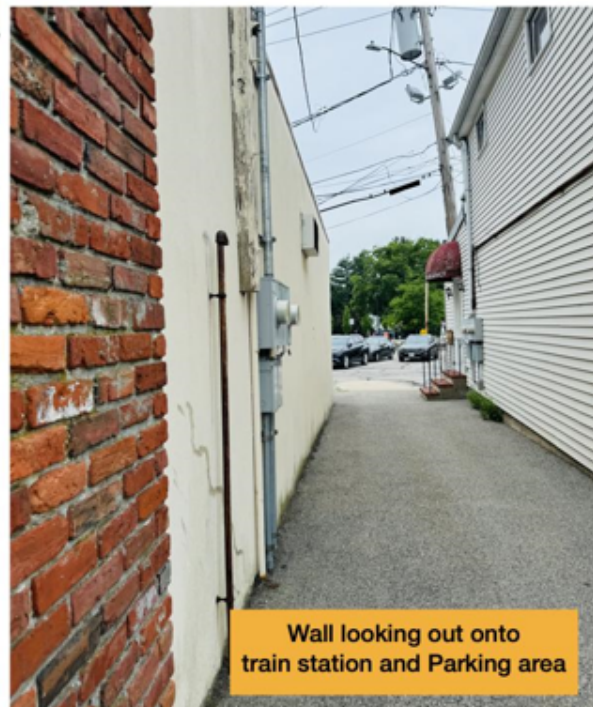
Needham Council for Arts and Culture

Chapel St Mural Project

The location on Chapel St was identified in the Spring of 2024, after a lengthy search for a second available mural location, with property owners open to artwork on their building. The Chapel Street location was secured with the help of Roma Realty Trust and the Town's economic advisor and NCAC liaison, J.P. Cacciaglia. The location of the mural will be in a walkway on the side of a busy retail building located between Chapel Street and a commuter rail/commercial parking lot in the heart of downtown Needham. This location is adjacent to many thriving businesses, with a view of Town Hall as you enter Chapel St, and will be widely viewed. This work of art will be the first to be sited in this prominent business location which can be seen from the busy street and the parking lot and, of course, while traversing the alleyway. **See Map:**



Images of Wall/ Location



**91 Chapel St
Needham**

Design Objective:

Arts and culture are powerful tools for communicating values, connecting neighborhoods, and inspiring a sense of unity for all who live, work, and visit. Mia Cross will create a mural that inspires, connects, and reflects the spirit and a point in time in the history of Needham.

Technical Specifications:

The approximate size of the painted wall for the mural project is 30 feet long by 11 feet high. It is important to note that the last few feet of the wall has pipes. The artist has designed around this. The paint used will be Sherwin Williams Exterior paints (acrylic latex house paints) and Montana and/or Gold brand spray paint (NC-acrylic). These are standard mural industry materials that last for decades.

Process: The base color will be applied with rollers to the entire span of the wall. The artist will then project and trace the mural piece by piece to accurately draw the design. From there, paint will be applied with brushes. She plans to utilize spray paints for a select number of details, a 6' baker's scaffold, and a short A frame ladder.

Projected Timeline:

Two weeks beginning on October 13th, weather dependent

Artist's Budget:

\$800 -Paint, spray paint, cups, brushes, rollers
\$6200 Mural Installation/Artist Compensation

Mural Description by Mia Cross for: "Tight Knit"

To create this design, I started with a deep dive into Needham's history. I was immediately drawn to the bird journals of Needham naturalist Timothy Otis Fuller, and to Needham's historic ties to the knitting industry of the 19th and 20th centuries. In my work, I often explore the natural world and the connections it has with an artist or craft person's inclination (or need) to create with their hands. Here, I chose to illustrate a family of nesting Yellow Palm Warblers, as Fuller had a page dedicated to tracking their migration in one of his journals. And although the town's knitting industry relied mainly on machine work, the woman knitting by hand is an ode to the English Midlands immigrants who brought their knitting skills and knowledge to Needham in the 19th century in search of greater opportunity. In my mural, I imagine that the warblers and Needham's knitters have come together, working in harmony to build a place that both can call home.



Biography: Mia was born and raised in Framingham, MA. She launched her career in 2014 following her graduation from Boston University where she studied painting and sculpture. Cross has been the recipient of multiple grants, including a VSC Boston University Alumni Grant, the Blanche Colman Grant and a Mass MoCa Match Grant. Recent residencies include the Archipelago Residency in Kökar, Finland, the Facebook Artist in Residence

Program in Cambridge, MA, the Sasaki Artist in Residence Collaboration in Watertown, MA, the Vermont Studio Center Residency in Johnson, VT, and the Goetteman Residency at the Rocky Neck Art Colony in Gloucester, MA. Her work lives in private collections throughout the world and has recently been acquired by the Danforth Museum and Simmons University for their permanent collections. Cross splits her time between her studio work and mural work. She has created murals for the Rose Kennedy Greenway, Facebook Headquarters, Blick, the city of Framingham, Jack's Abby Brewery, Tiffany & Co., Google, and more. Her home and permanent studio are located in Providence, RI. You can see examples of her mural work on her website: <http://www.miacross.com/murals-2>

In Conclusion:

After receiving a dozen responses to the RFP for a call to Artists, the NCAC mural subcommittee discussed the submissions and selected three finalists to each create a site-specific design, with a \$300 honorarium each. A town-wide poll conducted of the 3 submissions collected close to 1,000 votes, with the majority going to "Tight Knit". <https://polco.us/n/res/vote/needham-ma/which-of-the-following-mural-designs-do-you-feel-best-fits-the-alleyway-next-to-91-chapel-st>

The sub-committee met again, along with three community members, including a Chapel Street store owner, a nearby resident and an art student from NHS. The discussion then went to the entire NCAC for a final decision. Keeping in mind the results of the poll and the subcommittee discussion, the decision was made that "Tight Knit" would be the most suitable for that space, creating a visual flow of colors, depicting part of our town's history, and including a bucolic natural landscape.

Thank you,
Heather Simmons and Joni Schockett
NCAC co-chairs



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

MEETING DATE: 10/8/2024

Agenda Item	RTS Employee Use Policy
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 proposed policy to allow municipal employees access to the Recycling and Transfer Station. This policy would be an additional employee benefit and would serve the mission of the RTS to ensure that materials are disposed of in the most sustainable manner.
2.	VOTE REQUIRED BY SELECT BOARD
	N/A – Discussion Only
3.	BACK UP INFORMATION ATTACHED
	a. Draft Select Board Policy SB-ADMIN-011, RTS Employee Use Policy

Town of Needham Select Board

Policy Number:	SB-PERS-005
Policy:	RTS Employee Use Policy
Date Approved:	
Date Revised:	
Approved:	

Policy:

The policy of the Needham Select Board is to allow Needham Town employees access to the facilities at the Recycling and Transfer Station (RTS) at the same rates and fees as Needham residents. As Needham employees spend a considerable amount of time in Needham, access to the facility will assist them in affordably and sustainably disposing of waste and recyclables.

Procedure: Town Employees may obtain access to the RTS in the following manner:

1. The individual who is a current employee of the Town of Needham will request a sticker from the Treasurer's office.
2. The Treasurer's office will verify employee status with HR and will issue a sticker after status is confirmed.
3. The sticker will give the employee access to the facility during regular open hours.
4. All fees and requirements that are imposed on Needham residents will also apply to employees.



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

MEETING DATE: 10/08/2024

Agenda Item	Tree Working Group Update
Presenter(s)	Kate Fitzpatrick, Town Manager Katie King, Deputy Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Deputy Town Manager will review updates from the Town Manager's working group on protecting the Town's tree canopy.
2.	VOTE REQUIRED BY SELECT BOARD
	N/A – Discussion Only
3.	BACK UP INFORMATION ATTACHED
	a. Tree Protection Initiative Memo 10/4/2024 b. Draft Tree Preservation Planning Committee charge and composition

MEMORANDUM

TO: Needham Select Board
FROM: Katie King, Deputy Town Manager
CC: Kate Fitzpatrick, Town Manager
David Davidson, Deputy Town Manager
Town Manager's Tree Working Group
SUBJECT: Tree Protection Initiative Next Steps
DATE: October 4, 2024

In August 2024, the Board adopted its FY2025-2026 goals including a priority initiative to “identify and implement strategies to protect the Town’s tree canopy.” The Town Manager convened a working group to advise her on the best approach to advance this initiative. In addition to the Town Manager, working group participants included: Heidi Frail, Select Board; Artie Crocker, Planning Board; David Herer, Conservation Commission; Carys Lustig, Shane Mark, Ed Olsen, and Gabrielle Queenan, Department of Public Works; Joe Prondak, Building Department; Lee Newman, Alex Clee, Deb Anderson, and Clay Hutchinson, Planning & Community Development; Myles Tucker, Amy Haelsen, and myself, Office of the Town Manager.

The group reviewed past and current efforts to protect the town’s tree canopy and brainstormed additional strategies targeting both public and private trees. There was robust discussion about how to more clearly define the Town’s tree goals and determine how to measure progress. Given the depth and breadth of the issue, **the Town Manager’s working group recommends that the Select Board create a Tree Preservation Planning Committee** to carry out this work. Enclosed is a draft committee charge and composition for your consideration. The working group also drafted goals, guiding principles, and recommended strategies for your review below. It was envisioned that these could serve as a starting point for the Committee, if constituted.

Draft Goals

- **Overarching:** Public and private landscapes are designed to be climate resilient, manage stormwater, maximize tree canopy, and promote community resilience and carbon sequestration. (Needham Climate Action Plan Goal NA.1)
- **Public Trees:** The Town of Needham's public tree inventory will be increased by 2050, compared to 2025. [Next steps: Build out short-term goals (0-5 years) to first ensure no net loss of existing public tree inventory, mid-term (5-15) goals to start enhancing inventory, and add more specificity to the long-term goal.]
- **Private Trees:** The Town of Needham will have no net loss of tree canopy coverage by 2050, compared to 2025. [Next steps: Set short (0-5 years) and mid-term (5-15) goals.]

Draft Guiding Principles

- "Right tree, right location" approach to all new tree plantings.
- Dead and dying trees should be removed or managed for public safety.
- Any tree removal should be replaced by at least the same amount of tree canopy, measured by an equal amount of tree caliper (can be multiple trees aggregated).
- Areas of town with the least tree canopy coverage should be prioritized.

How could we measure?

Public Trees:

- DPW currently has \$10,000 to inventory street trees.
- Create an operational and funding plan to maintain asset inventory moving forward.

Private Trees:

- Charles River Watershed Association tree assessment report is expected in Spring 2025.
- Utilize Tree Equity Score data: <https://www.treeequityscore.org/insights-beta/place/needham-ma#11.56/42.2815/-71.2271>
- Explore the use of LiDAR (Light Detection and Ranging).
- Review Conservation Commission decisions to analyze tree removals and replacements in wetlands. Consider methods to more easily track and aggregate in future applications.
- Consider piloting a data collection system to track how many private trees are on a property before and after construction.

Recommended Strategies

- Increase funding for more removals of dead/diseased public trees and plantings of new public trees. *(DPW to submit an FY26 budget request)*
- Include review of public shade tree impacts in building permit process. *(Being piloted)*
- Educate the public about the Town's tree initiatives, the benefits of trees, proper care and maintenance.
- Convene a small group of builders to discuss what might incentivize tree protection.
- Update research on other municipal tree bylaws and their outcomes/impacts. Use data to inform any proposed Tree Preservation Bylaw addressing the removal and restoration of trees on private land.
- Explore a Town "seal of approval" program to incentivize protection of trees.
- Consider strengthening Conservation Commission bylaws for trees in wetland areas.
- Increase funding for more plantings of setback trees (private trees planted by the Town on private property).
- Share information across Tree Preservation, Large House Review, and Stormwater Committees.

Town of Needham

Tree Preservation Planning Committee

COMMITTEE CHARGE

Type:	Ad Hoc
Legal Reference:	Select Board Goals
Appointing Authority:	Select Board
Number of Voting Members:	Nine (9)
Term of Appointment	Two (2) years
Special Municipal Employee	Yes
Staff Support	Town Manager/Designee, Director of Public Works/Designee

Members	Year Appointed	Term Expiration

Composition: Nine (9) voting members:

- One (1) current Select Board Member*
- One (1) current Conservation Commission Member
- One (1) current Planning Board Member
- One (1) current Climate Action Committee Member
- One (1) local builder
- One (1) local developer
- One (1) landscape architect
- Two (2) residents at large

Purpose:

The Tree Preservation Planning Committee will review options for preserving the Town's tree canopy (both public and private) and make recommendations for action to the Select Board.

Charge: The TPPC shall:

- 1) Review the Town Manager's working group draft goals for tree preservation and recommend changes as appropriate.
- 2) Review tree preservation strategies in similarly situated communities.
- 3) Gather feedback from stakeholders including homeowners, developers, builders and members of boards and committees.
- 4) Investigate funding sources for tree preservation including grants, fees, and Community Preservation funding.
- 5) Evaluate and recommend changes to rules, regulations, policies and by-laws to implement tree preservation strategies.
- 6) Investigate available data on the existence and removal of public and private trees.
- 7) Develop metrics for tracking tree preservation progress.
- 8) Develop strategies for raising community awareness about the importance of trees.
- 9) Develop and present a report to the Select Board on tree preservation strategies for private and public trees.

Charge Adopted: October 22, 2024 **Charge Revised:**

SME Status Voted: October 22, 2024

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



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

MEETING DATE: 10/8/2024

Agenda Item	Special Purpose Stabilization Funds
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Deputy Town Manager/Director of Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Deputy Town Manager will update the Board on a proposal to adjust some of the special purpose stabilization fund targets/funding sources.	
2.	VOTE REQUIRED BY SELECT BOARD
N/A - Discussion Only.	
3.	BACK UP INFORMATION ATTACHED
1) Stabilization Fund Tables a. Capital Improvement Fund b. Capital Facility Fund c. Athletic Facility Improvement Fund d. Debt Service Stabilization Fund	

Select Board Discussion October 8, 2024

Description	Current	Proposed
Fund Name	Capital Improvement Fund (CIF)	Capital Equipment Fund (CEF) October 21, 2024 Special Town Meeting Article 14
General Purpose	Reserve Funds for General Fund capital items. Buildings and facilities under \$250,000; vehicles and equipment	Reserve for General Fund capital equipment when ordinary funding sources are unavailable but the purchase should not be delayed.
Primary Funding Source(s)	Appropriate a percentage of new growth revenue which exceeds the five year average of new growth. Unexpended balance equipment appropriations, and Free Cash.	Designate the proceeds from the Sale of Surplus Equipment to the Fund.
Target Measurement	Estimated cost of a fire engine and fire ladder truck.	Same
Current Target	\$3,000,000.00	\$3,000,000.00
Balance 06/2024*	\$1,662,108.04	\$1,662,108.04

Select Board Discussion October 8, 2024

Description	Current	Proposed
Fund Name	Capital Facility Fund (CFF)	Same
General Purpose	Reserve Funds for design, maintenance, renovation, reconstruction or construction of capital facilities owned by the Town.	Same
Primary Funding Source(s)	Appropriate Free Cash and other funds when available from time to time.	Appropriate no less than 2% of the Free Cash certified by DOR during the fiscal year. The funds to be appropriated at the Annual Town Meeting or Special Town Meeting prior to the end of the fiscal year.
Target Measurement	1% of the insured value of the Town owned buildings (exclusive of land, building contents and enterprise fund assets) as of the prior year. FY2023 was \$420,605,943	1.5% of the insured value of the Town owned buildings (exclusive of land, building contents and enterprise fund assets) as of the prior year. FY2023 was \$420,605,943
Current Target	\$4,206,059.00	\$6,309,089.15
Balance 06/2024*	\$2,120,561.98	\$2,120,561.98

Select Board Discussion October 8, 2024

Description	Current	Proposed
Fund Name	Athletic Facility Improvement Fund (AFIF)	Same
General Purpose	Reserve Funds for design, maintenance, renovation, reconstruction or construction of athletic facilities. (Primarily for turf field replacements)	Reserve Funds for design, maintenance, renovation, reconstruction or construction of athletic facilities. (Primarily for planned turf field replacements and major planned repairs/upgrades to Rosemary Pool)
Primary Funding Source(s)	Appropriate an amount that Park and Recreation collects for field maintenance fees in prior years. Other funds as may be identified from time to time.	Meet with Park and Recreation Commission to discuss designating a percentage of the pool receipts to the Fund. Continue field maintenance fee contributions.
Target Measurement	Estimated cost for the replacement of synthetic turf field carpets \$1.6 - \$1.8 M	Target should be at least 50% of the estimated replacement cost for the turfs and major repairs to the pool.
Current Target	\$1,800,000.00	
Balance 06/2024*	\$1,271,135.32	\$1,271,135.32

Note \$1,100,000 transfer from the Fund is pending Town Meeting action to partially fund the High School Tennis Courts Project (Article 12)

Select Board Discussion October 8, 2024

Description	Current	Proposed
Fund Name	Debt Service Stabilization Fund (DSSF)	Same
General Purpose	Reserve funds to appropriate to pay debt service related to engineering and design, renovation, reconstruction or construction of Town facilities. Provides flexibility to smooth out the impact of debt payments in years that the debt service is higher than the recommended level. (primarily general fund debt within the levy limit).	Similar but not restrictive to the three percent.
Primary Funding Source(s)	Selected new revenue growth would be directed to the Debt Stabilization Fund	Earmark and appropriate the amount of Free Cash certified by DOR which is over the amount certified in the prior fiscal year. The certified Free Cash comparison should be adjusted by backing out of the new year Free Cash certification the amount of Free Cash not appropriated in the prior fiscal year and was closed out to the fund balance and became part of the new year certification. Designate certain new growth revenue to the fund.
Target Measurement	Not specific, generally \$4,000,000	Amount not less than two years of General Fund Debt Service within the levy limit or 5% of total General Fund revenues whichever is higher.
Current Target	\$4,000,000.00	\$12,640,716.00
Balance 06/2024*	\$2,376,992.08	\$2,376,992.08



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

MEETING DATE: 10/8/2024

Agenda Item	Positions on Warrant Articles
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will review articles on the October 21, 2024 Special Town Meeting Warrant.	
2.	VOTE REQUIRED BY SELECT BOARD
<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Special Town Meeting Warrant.	
3.	BACK UP INFORMATION ATTACHED
a. Special Town Meeting Warrant b. Status of Articles as of October 1, 2024 c. Article 3 FAQ d. Stabilization Fund Information	

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, OCTOBER 21, 2024

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

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

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

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

MONDAY, THE TWENTY FIRST DAY OF OCTOBER 2024

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

FINANCE ARTICLES

ARTICLE 1: APPROPRIATE FOR ROADWAY IMPROVEMENTS (EVERSOURCE)

To see if the Town will vote to raise and/or transfer and appropriate \$255,855 for roadway improvements, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

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

ARTICLE 2: APPROPRIATE FOR COMMUNITY OPIOID SETTLEMENT FUND PROGRAM

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

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Recommendation to be Made at Town Meeting

Article Information: This funding request will allow for the use of \$82,000 from the Opioid Settlement Stabilization Fund for its legally required purpose of preventing substance misuse, implementing harm reduction programs, and supporting the treatment and recovery of persons who misuse substances, particularly opioids. The Town's efforts will be led by the Health & Human Services Department, and will

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

ARTICLE 3: APPROPRIATE FOR STEPHEN PALMER PLANNING

To see if the Town will vote to raise and/or transfer and appropriate \$150,000 for consulting services related to the Stephen Palmer ownership conversion, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Recommendation to be Made at Town Meeting

Article Information: The Stephen Palmer building is a former elementary school constructed in 1914 that currently houses 28 apartments. The November 12, 1975 Town Meeting voted to authorize the sale of the Stephen Palmer School and ground lease of the land. Upon expiration of the lease, the property and any and all improvements revert to the Town. The expiration of the lease is May 2, 2027. The proposed funding will support two separate initiatives – a relocation framework and a development planning framework. The relocation services are estimated at \$50,000 and the development services at \$100,000. The relocation consultant will provide the Town with expertise and a roadmap for working with the existing tenants and providing them with the best possible housing options. The relocation framework will allow the Town to plan for and engage a relocation service provider who will handle the actual tenant relocation process. Funding is needed now in order to complete the relocation process prior to the expiration of the lease. The development planning consultant will complete an existing conditions assessment and guide a land use planning process, including developing land use concepts; generating land use scenario; identifying opportunities, constraints, and costs of different scenarios; and engaging the community and all relevant stakeholders in the formation of a final plan. Beginning the development planning process now will provide the time necessary to determine next steps to be in place when the building reverts to the Town. Having a building of this size, age, and condition sit empty for any period of time is inadvisable.

ARTICLE 4: AMEND THE FY2025 SEWER ENTERPRISE FUND BUDGET

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

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

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

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

Article Information: This article provides funding for the salary and wage increases for sewer enterprise personnel that were approved at the 2024 Annual Town Meeting in the amount of \$24,427, and for the increase in the MWRA sewer assessment of \$360,570. The Town received the final assessment after the adoption of the Sewer Enterprise Fund budget. The MWRA budget line was level funded in May. The net change to the overall budget is an increase of \$384,997, which is 3.87% more.

ARTICLE 5: AMEND THE FY2025 WATER ENTERPRISE FUND BUDGET

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

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

or take any other action relative thereto.

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

Article Information: Similar to the Sewer Enterprise Fund Budget article, this article is to provide funding for the salary and wage increases for water enterprise personnel that were approved at the 2024 Annual Town Meeting in the amount of \$39,305, and an adjustment to the MWRA Assessment. The final MWRA water assessment for FY2025 is \$674,145 less than the amount budgeted in May. The reduction resulted from the decline in the use of MWRA water during calendar year 2023, which is the basis the MWRA uses to calculate the annual assessment after its budget is approved. The net change to the total budget is a decrease of \$634,840 which is 9.3% less.

ARTICLE 6: APPROPRIATE FOR UNPAID BILLS OF A PRIOR YEAR

To see if the Town will vote to raise and/or transfer and appropriate, or otherwise provide \$518 for the payment of unpaid bills of previous years, incurred by the departments, boards and officers of the Town of Needham, and to meet this appropriation that said sum be raised from the Tax Levy; or take any other action relative thereto.

<u>Department</u>	<u>Vendor</u>	<u>Description of Goods/Services</u>	<u>Fiscal Year</u>	<u>Amount</u>
OTM/Human Resources	BID - Needham	Medical Services	2022	\$518.00

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

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

ARTICLE 7: APPROPRIATE FOR PUBLIC, EDUCATIONAL, AND GOVERNMENT (PEG) PROGRAMMING

To see if the Town will vote to raise and/or transfer and appropriate \$143,998 for the purpose of funding and supporting public, educational, and government (PEG) programming provided by the Needham Channel, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from the PEG Access and Cable Related Fund; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

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

ZONING/LAND USE ARTICLES

ARTICLE 8: AMEND ZONING BY-LAW – MULTI-FAMILY OVERLAY DISTRICT (BASE COMPLIANCE PLAN)

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

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

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

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

MFOD – Multi-family Overlay District

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

3.17 Multi-family Overlay District

3.17.1 Purposes of District

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

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

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

3.17.2 Scope of Authority

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

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

3.17.2.1 Subdistricts

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

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

3.17.3 Definitions

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

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

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

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

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

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

Open space – Contiguous undeveloped land within a parcel boundary.

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

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

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

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

Site plan review authority – The Town of Needham Planning Board.

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

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

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

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

3.17.4 Use Regulations

3.17.4.1 Permitted Uses

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

- (a) Multi-family housing.

3.17.4.2 Accessory Uses

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

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

3.17.5 Dimensional Regulations

3.17.5.1 Lot Area, Frontage and Setback Requirements

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

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

- (a) The requirement of an additional 50-foot side or rear setback from a residential district as described in Subsection 4.4.8 Side and Rear Setbacks Adjoining Residential Districts or Subsection 4.6.5 Side and Rear Setbacks Adjoining Residential Districts shall not apply.
- (b) Any surface parking, within such setback, shall be set back 10 feet from an abutting residential district and such buffer shall be suitably landscaped.
- (c) The rear and side setbacks are 20 feet along the MBTA right-of-way. With respect to any lot partially within an underlying residential district, (i) no building or structure for a multi-family

residential use shall be placed or constructed within 110 feet of the lot line of an abutting lot containing an existing single family residential structure and (ii) except for access driveways and sidewalks, which are permitted, any portion of the lot within said residential district shall be kept open with landscaped areas, hardscaped areas, outdoor recreation areas (e.g., swimming pool) and/or similar open areas.

- (d) On the west side of Chestnut Street, the rear setback shall be 20 feet. On the east side of Chestnut Street, the rear setback shall be 30 feet.
- (e) Seventy percent (70%) of the main datum line of the front facade of the building shall be set back no more than 15 feet, except that periodic front setbacks greater than fifteen (15) feet are allowed if activated by courtyards, landscaping, drive aisles, amenity areas, or other similar site design features that enhance the streetscape. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board if less than seventy percent (70%) of the main datum line front facade of the building is set back 15 feet.

3.17.5.2 Building Height Requirements

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

	A-1	B	ASB-MF	CSB	HAB	IND
Maximum Building Height (stories)	3.0	3.0	3.0 ^c	3.0	3.0	3.0
Maximum Building Height (ft) ^{a,b}	40	40	40 ^c	40	40	40

- (a) Exceptions. The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, stair overruns, elevator overruns, mechanical equipment, roof parapets, architectural screening, or other ornamental features of buildings, which features (i) are in no way used for living purposes; (ii) do not occupy more than 25% of the gross floor area of the building and (iii) do not project more than 15 feet above the maximum allowable height.
- (b) Exceptions: Renewable Energy Installations. The Site Plan Review Authority may waive the height and setbacks in Subsection 3.17.5.2 Building Height Requirements and Subsection 3.17.5.1 Lot Area, Frontage and Setback Requirements to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall be appropriately screened, consistent with the requirements of the underlying district; shall not create a significant detriment to abutters in terms of noise or shadow; and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
- (c) In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for a height of four stories and 50 feet, provided that the fourth story along Highland Avenue and West Street incorporates one or more of the following design elements: (i) a pitched roof having a maximum roof pitch of 45 degrees; (ii) a fourth story recessed from the face of the building by a

minimum of 12 feet; and/or (iii) such other architectural design elements proposed by the Applicant and approved by the Planning Board during the Special Permit process.

3.17.5.3 Building Bulk and Other Requirements

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

	A-1	B	ASB-MF	CSB	HAB	IND
Floor Area Ratio (FAR)	0.50	N/A	1.3 ^{b, c}	0.70	0.70	0.50
Maximum Building Coverage (%)	N/A	25%	N/A	N/A	N/A	N/A
Maximum Dwelling Units per Acre ^a	18	N/A	44 ^d	18	N/A	N/A

- (a) The total land area used in calculating density shall be the total acreage of the lot on which the development is located.
- (b) In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for an FAR of up to 1.7.
- (c) In the ASB-MF subdistrict, the following shall not be counted as floor area for purposes of determining the maximum floor area ratio: (i) interior portions of a building devoted to off-street parking; (ii) parking garages, structured parking or deck/rooftop parking that are screened from Highland Avenue as required by Section 3.17.6 inclusive of any waiver thereof and from West Street in a manner compatible with the architecture of the building. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board to exclude additional areas from floor area for purposes of determining the maximum floor area ratio.
- (d) In the ASB-MF subdistrict, Multi-family housing may exceed the maximum of 44 dwelling units per acre by special permit.

3.17.5.4 Multiple Buildings on a Lot

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

3.17.5.5 Use of Dwelling Units

Consistent with the Executive Office of Housing and Livable Communities' Compliance Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act, and notwithstanding anything else contained in the Zoning By-Law to the contrary, Multi-family housing projects shall not be

required to include units with age restrictions, and units shall not be subject to limit or restriction concerning size, the number or size of bedrooms, a cap on the number of occupants, or a minimum age of occupants.

3.17.6 Off-Street Parking

- (a) The minimum number of off-street parking spaces shall be one space per dwelling unit for all subdistricts within the Multi-family Overlay District.
- (b) Parking areas shall be designed and constructed in accordance with Subsection 5.1.3 Parking Plan and Design Requirements. The remaining provisions of Section 5.1 Off Street Parking Regulations shall not apply to projects within the Multi-family Overlay District.
- (c) In the ASB-MF subdistrict, the façade(s) of all parking garages, structured parking and deck/rooftop parking visible from Highland Avenue shall be designed to be generally indistinguishable from the façade(s) of the residential portion of the building(s), and shall allow no view of parked vehicles from Highland Avenue except where such view is intermittent and incidental to the operation of the parking area, such as a view afforded by the opening of an automated garage door.
- (d) Enclosed parking areas shall comply with Subsection 4.4.6 Enclosed Parking.
- (e) No parking shall be allowed within the front setback. Parking shall be on the side or to the rear of the building, or below grade.
- (f) The minimum number of bicycle parking spaces shall be one space per dwelling unit.
- (g) Bicycle storage. For a multi-family development of 25 units or more, no less than 25% of the required number of bicycle parking spaces shall be integrated into the structure of the building(s) as covered spaces.

3.17.7 Development Standards

- (a) Notwithstanding anything in the Zoning By-Law outside of this Section 3.17 to the contrary, Multi-family housing in the Multi-family Overlay District shall not be subject to any special permit requirement.
- (b) Buildings shall be designed with due regard to their relationship to open spaces, existing buildings, and community assets in the area.
- (c) Building entrances shall be available from one or more streets on which the building fronts and, if the building fronts Chestnut Street, Garden Street, Highland Avenue, Hillside Avenue, Rosemary Street, or West Street, the primary building entrance must be located on at least one such street.
- (d) The site shall be designed so that all collection and storage areas for residential refuse shall be internal to the building(s), or otherwise shall not be visible from any public way and appropriately screened from abutting properties, and adequate management and removal of refuse shall be provided for.
- (e) Site arrangement and driveway layout shall provide sufficient access for emergency and service vehicles, including fire, police, and rubbish removal.

- (f) Plantings shall be provided and include species that are native or adapted to the region. Plants on the Massachusetts Prohibited Plant List, as may be amended, are prohibited.
- (g) All construction shall be subject to the current town storm water bylaws, regulations, and policies along with any current regulations or policies from DEP, state, and federal agencies.
- (h) Control measures shall be employed to mitigate any substantial threat to water quality or soil stability, both during and after construction.
- (i) There shall be adequate water, sewer, and utility service provided to serve the project.
- (j) Off-site glare from headlights shall be controlled through arrangement, grading, fences, and planting. Off-site light over-spill from exterior lighting shall be controlled through luminaries selection, positioning, and mounting height so as to not add more than one foot candle to illumination levels at any point off-site.
- (k) Pedestrian and vehicular movement within and outside the project site shall be protected, through selection of egress points, provision for adequate sight distances, and through reasonable mitigation measures for traffic attributable to the project.
- (l) Site arrangements and grading shall minimize to the extent practicable the number of removed trees 8" trunk diameter or larger, and the volume of earth cut and fill.
- (m) No retaining wall shall be built within the required yard setback except a retaining wall with a face not greater than four (4) feet in height at any point and a length that does not exceed forty (40) percent of the lot's perimeter. Notwithstanding the foregoing, retaining walls may graduate in height from four (4) to seven (7) feet in height when providing access to a garage or egress entry doors at the basement level, measured from the basement or garage floor to the top of the wall. In such cases, the wall is limited to seven (7) feet in height for not more than 25% of the length of the wall.
- (n) Retaining walls with a face greater than twelve (12) feet in height are prohibited unless the Applicant's engineer certifies in writing to the Building Commissioner that the retaining wall will not cause an increase in water flow off the property and will not adversely impact adjacent property or the public.
- (o) Construction activity shall be consistent with Section 3.8 of the General By-Laws and any reasonable conditions on construction activity that are warranted at a particular site and included in the applicable site plan approval, including but not limited to hours during which construction activity may take place, the movement of trucks or heavy equipment on or off the site, measures to control dirt, dust, and erosion and to protect existing vegetation to be preserved on the site.

Special Development Standards for the A-1 Subdistrict

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

- (a) 4.3.2 Driveway Openings
- (b) 4.3.3 Open Space

- (c) 4.3.4 Building Location, with the substitution of “Multifamily Dwelling” for “apartment house.”

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

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

Special Development Standards for the ASD-MF Subdistrict of the Multi-Family Overlay District:

- (a) Multi-family housing in the ASD-MF subdistrict shall employ existing curb cuts on Highland Avenue and West Street to the extent feasible. Existing curb cuts may be improved, reconstructed and modified. Additional curb cuts may be added subject to site plan review.

3.17.8 Affordable Housing

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

3.17.8.1 Provision of Affordable Housing

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

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

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

3.17.8.2 Affordable Housing Development Standards

Affordable Units shall be:

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

- (e) Distributed proportionately among unit sizes; and
- (f) Distributed proportionately across each phase of a phased development.
- (g) Occupancy permits may be issued for market-rate units prior to the end of construction of the entire development provided that occupancy permits for Affordable Units are issued simultaneously on a pro rata basis.

3.17.9 Site Plan Review

3.17.9.1 Applicability

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

3.17.9.2 Submission Requirements

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

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

- (n) Provisions for refuse removal; and
- (o) Projected traffic volumes in relation to existing and reasonably anticipated conditions based on standards from the Institute of Transportation Engineers and prepared by a licensed traffic engineer and including, if applicable, recommended traffic mitigation measures based on the traffic attributable to a particular project.

3.17.9.3 Timeline

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

3.17.9.4 Site Plan Approval

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

- (a) the Applicant has submitted the information as set forth in Subsection 3.17.9.2 Submission Requirements; and
- (b) the project as described in the application meets the dimensional and density requirements contained in Subsection 3.17.5 Dimensional Regulations, the parking requirements contained in Subsection 3.17.6 Off-Street Parking, the development standards contained in Subsection 3.17.7 Development Standards, and Subsection 3.17.8.2 Affordable Housing Development Standards.

3.17.9.5 Waivers

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

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

3.17.9.6 Project Phasing

An Applicant may propose, in a Site Plan Review submission, that a project be developed in phases subject to the approval of the Site Plan Review Authority, provided that the submission shows the full buildout of the project and all associated impacts as of the completion of the final phase. However, no project may be phased solely to avoid the provisions of Subsection 3.17.8 Affordable Housing.

3.17.10 Design Guidelines

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

3.17.11 Special Permits

In those specific occasions where this Section 3.17 authorizes relief in the form of a special permit only, applications shall be reviewed and decided by the Planning Board in accordance with Section 7.5.2.

4. By amending the first sentence of Section 7.6.1, Special Permit Granting Authority, to add Section 3.17 to the list of Sections for which the Planning Board is the Special Permit Granting Authority, so that this sentence reads as follows:

The Planning Board shall act as a Special Permit Granting Authority only where so designated in Sections 3.4, 3.8, 3.9, 3.10, 3.14, 3.16, 3.17, 4.2.10, 4.2.11, 4.2.12, 4.4.5, 4.4.9, 4.4.10, 5.1.1.6, 6.6, 6.8 and 7.4 of this By-Law.

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

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

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

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

so that this paragraph reads as follows:

Within twenty (20) days of receipt of a Design Review application, the Design Review Board shall hold a meeting, to which the applicant shall be invited, for the purpose of conducting a review of the proposed project or activity. Within fifteen (15) days of the meeting, a preliminary design review report shall be sent to both the applicant and to the Planning Board, when a special permit is required under Sections 7.4, 4.2.11 and 4.2.10. Within fifteen (15) days of the meeting, a final advisory design review report shall be sent both to the applicant and to the Planning Board, when a site plan review is required under Section 3.17. However, if the proposed project or activity involves only a building permit or sign permit from the Building Commissioner, or is a “Minor Project” under Site Plan Review (all as

described in Subsection 7.7.2.2), no preliminary report is required and the written advisory report of the Design Review Board to the applicant and the Building Commissioner shall be a final report.

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDED THAT: Recommendation to be made at Town Meeting

Articles 8-11 Introduction: The MBTA Communities Law, M.G.L. c.40A, §3A was passed by the Massachusetts Legislature in January 2021. This statute states:

(a) An MBTA community shall have a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, however, that such multi-family housing shall be without age restrictions and shall be suitable for families with children. For the purposes of this section, a district of reasonable size shall: (i) have a minimum gross density of 15 units per acre, subject to any further limitations imposed by section 40 of chapter 131 and title 5 of the state environmental code established pursuant to section 13 of chapter 21A; and (ii) be located not more than 0.5 miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.

(b) An MBTA community that fails to comply with this section shall not be eligible for funds from: (i) the Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017; (ii) the Local Capital Projects Fund established in section 2EEEE of chapter 29; (iii) the MassWorks infrastructure program established in section 63 of chapter 23A, or (iv) the HousingWorks infrastructure program established in section 27 of chapter 23B.

(c) The executive office of housing and livable communities, in consultation with the executive office of economic development, the Massachusetts Bay Transportation Authority and the Massachusetts Department of Transportation, shall promulgate guidelines to determine if an MBTA community is in compliance with this section.

The law was intended as a means to address the Commonwealth's housing shortage and the impact that shortage was having on the state's ability to compete for business and talent, ensure our residents can live affordably regardless of their income, and to better link housing, jobs, and transportation to address climate change and help reduce greenhouse gas emissions.

For purposes of the law, Needham is categorized as a commuter rail community. Commuter rail communities are required to comply with the law by December 31, 2024. To meet its compliance requirements, Needham's MBTA Communities districts and zoning must meet the following criteria: (1) The districts must have a minimum total land area of 50 acres. (2) 45 acres must be located within a half-mile of any of Needham's commuter rail stations. (3) One district must be at least 25 acres in size. (4) No single district can be less than 5 acres in size. (5) The zoning capacity of the districts must meet or exceed 1,784 units. (6) 1,606 of those units must be within a half-mile of any of Needham's commuter rail stations. (7) The districts must have zoning that allows for an average of at least 15 dwelling units per acre.

In response to the MBTA Communities Law, two compliant zoning scenario options are being presented to Town Meeting. These scenarios are referred to as the "Base Compliance Plan" and the "Neighborhood Housing Plan." The first of these scenarios, the Base Compliance Plan (presented under Articles 8 and 9), adheres very closely to the underlying zoning district boundaries and dimensional standards found in Needham's current Zoning By-Law. This scenario is intended to meet the minimum compliance requirements of the MBTA Communities Law and proposes zoning that would allow for a total of 1,870

units. The second of these scenarios, the Neighborhood Housing Plan (presented under Articles 10 and 11), is designed to increase the dimensional standards and the number of units that can be built on a parcel of land to encourage housing production greater than the minimum compliance requirements, and to respond to goals contained in Needham's 2022 Housing Plan. This scenario is intended to meet and exceed the minimum compliance requirements of the MBTA Communities Law and proposes zoning that would allow for a total of 3,296 units. The compliance metrics under the MBTA Communities Law for the Base Compliance Plan and the Neighborhood Housing Plan are noted in the table below.

	<i>Needham Requirement</i>	<i>Base Compliance Plan</i>	<i>Neighborhood Housing Plan</i>
<i>Acreage included in proposed zoning (net)</i>	50	100.3	92.5
<i>Unit capacity allowed by right</i>	1,784	1,870	3,296
<i>Average residential density allowed in overlay district (units/acre)</i>	15	18.6	35.6
<i>Percent in Transit Area</i>	90%	93%	92%

The Base Compliance Plan is presented under Articles 8 and 9 of this warrant and the Neighborhood Housing Plan is presented under Articles 10 and 11. Each article is designed to build on the preceding article as follows. Article 8: Multi-Family Overlay District (Base Compliance Plan) creates a Multi-Family Overlay District following the recommended district boundaries and dimensional standards in the Base Compliance Plan. Article 9: Map Change for Multi-Family Overlay District (Base Compliance Plan) implements the zoning map change for the Base Compliance Plan by describing the geographical area of the Multi-Family Overlay District anticipated under Article 8. Article 10: Multi-Family Overlay District (Neighborhood Housing Plan) amends the Multi-Family Overlay District established in Article 8 and inserts the dimensional standards of the Neighborhood Housing Plan. Article 11: Map Change for Multi-Family Overlay District (Neighborhood Housing Plan) amends the zoning map as adopted under Article 9 by describing the geographical area of the Multi-Family Overlay District anticipated under Article 10 to reflect the boundaries of the Neighborhood Housing Plan. A detailed description of each of the 4 articles follows.

Article Information: Article 8, in combination with Article 9, proposes to create the “Multi-Family Overlay District.” Article 8 lays out the regulatory framework for the new district while Article 9 describes its geographical boundaries. For purposes of clarity, for distinguishing this set of proposed zoning amendments from that being advanced for consideration by Town Meeting under Articles 10 and 11 below, this set of zoning amendments is being referred to as the Base Compliance Plan.

This Article proposes the creation of a new zoning district called the “Multi-Family Overlay District (MFOD)”. The proposed zoning amendments would add a new Section 3.17 to the Zoning By-Law for the purpose of establishing the Multi-Family Overlay District. The purposes of this new overlay district include providing for multi-family housing as of right consistent with the requirements of the MBTA Communities Law. The proposed amendments will allow for multi-family housing within the overlay district that adheres very closely to the underlying zoning district boundaries and dimensional standards found in Needham's current Zoning By-Law. The overlay district will include multiple sub-districts (titled A-1, B, ASB-MF, CSB, HAB and IND), each of which will have its own set of applicable density and dimensional

requirements as itemized in tables contained in the proposed amendments. The proposed amendments include parking standards, development standards, affordability requirements, and a process for site plan review that will apply to multi-family housing projects within the new overlay district. The proposed amendments also include revisions to Section 1.3 (Definitions) and Section 7.4 (Design Review) of the Zoning By-Law to address the addition of the new overlay district.

Since Article 8 involves the creation of an overlay district, property owners will have the option of developing multi-family housing subject to the requirements of the new zoning. They will also retain the option of using and/or developing property under the rules applicable in the pre-existing, underlying zoning district. The Multi-Family Overlay District creates additional choices by placing alternative provisions to those which already exist. The Multi-Family Overlay District's key provisions are summarized below.

Designation of the District

The Multi-family Overlay District contains the following sub-districts, all of which are shown on the MFOD Boundary Map and indicated by the name of the sub-district: A-1, B, ASB-MF, CSB, HAB, and IND. A complete description of the geographical boundaries for the Multi-Family Overlay District and the A-1, B, ASB-MF, CSB, HAB and IND sub-districts to be contained within the Multi-Family Overlay District can be found in Article 9.

Purpose of District

The purposes of the Multi-family Overlay District include, but are not limited to, the following: (a) providing Multi-family housing in Needham, consistent with the requirements of M.G.L. Chapter 40A (the Zoning Act), Section 3A; (b) supporting vibrant neighborhoods by encouraging Multi-family housing within a half-mile of a Massachusetts Bay Transit Authority (MBTA) commuter rail station; and (c) establishing controls which will facilitate responsible development and minimize potential adverse impacts upon nearby residential and other properties.

Definitions

New terms that appear in the package of zoning amendments but not elsewhere in the zoning bylaw are presented in alphabetical order as follows: affordable housing; as of right; compliance guidelines; EOHLIC; multi-family housing; open space; parking, structured; parking, surface; residential dwelling unit; Section 3A; site plan review authority; special permit granting authority; sub-district; subsidized housing inventory (SHI); and workforce housing unit.

Permitted Uses

In the Multi-family Overlay District, multi-family housing is permitted as a matter of right. The following uses are considered accessory as of right to any multi-family housing use: (a) Parking, including surface parking and structured parking on the same lot as the principal use; and (b) Any uses customarily and ordinarily incident to Multi-family housing, including, without limitation, residential amenities such as bike storage/parking, a swimming pool, fitness facilities and similar amenity uses.

Lot Area and Frontage and Setback Requirements

The following lot area, frontage and setback requirements shall apply in the Multi-family Overlay District sub-districts listed below.

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

- (a) The requirement of an additional 50-foot side or rear setback from a residential district as described in Subsection 4.4.8 Side and Rear Setbacks Adjoining Residential Districts or Subsection 4.6.5 Side and Rear Setbacks Adjoining Residential Districts shall not apply.
- (b) Any surface parking, within such setback, shall be set back 10 feet from an abutting residential district and such buffer shall be suitably landscaped.
- (c) The rear and side setbacks are 20 feet along the MBTA right-of-way. With respect to any lot partially within an underlying residential district, (i) no building or structure for a multi-family residential use shall be placed or constructed within 110 feet of the lot line of an abutting lot containing an existing single family residential structure; and (ii) except for access driveways and sidewalks, which are permitted, any portion of the lot within said residential district shall be kept open with landscaped areas, hardscaped areas, outdoor recreation areas (e.g., swimming pool) and/or similar open areas.
- (d) On the west side of Chestnut Street, the rear setback shall be 20 feet. On the east side of Chestnut Street, the rear setback shall be 30 feet.
- (e) Seventy percent (70%) of the main datum line of the front facade of the building shall be set back no more than 15 feet, except that periodic front setbacks greater than fifteen (15) feet are allowed if activated by courtyards, landscaping, drive aisles, amenity areas, or other similar site design features that enhance the streetscape. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board if less than seventy percent (70%) of the main datum line front facade of the building is set back 15 feet.

Building Height Requirements

The maximum building height in the Multi-family Overlay District sub-districts shall be as shown below.

	A-1	B	ASB-MF	CSB	HAB	IND
Maximum Building Height (stories)	3.0	3.0	3.0 ^c	3.0	3.0	3.0
Maximum Building Height (ft) ^{a,b}	40	40	40 ^c	40	40	40

- (a) *Exceptions. The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, stair overruns, elevator overruns, mechanical equipment, roof parapets, architectural screening, or other ornamental features of buildings, which features (i) are in no way used for living purposes; (ii) do not occupy more than 25% of the gross floor area of the building and (iii) do not project more than 15 feet above the maximum allowable height.*
- (b) *Exceptions: Renewable Energy Installations. The Site Plan Review Authority may waive the height and setbacks in Subsection 3.17.5.2 Building Height Requirements and Subsection 3.17.5.1 Lot Area, Frontage and Setback Requirements to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall be appropriately screened, consistent with the requirements of the underlying district; shall not create a significant detriment to abutters in terms of noise or shadow; and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.*
- (c) *In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for a height of four stories and 50 feet, provided that the fourth story along Highland Avenue and West Street incorporates one or more of the following design elements: (i) a pitched roof having a maximum roof pitch of 45 degrees; (ii) a fourth story recessed from the face of the building by a minimum of 12 feet; and/or (iii) such other architectural design elements proposed by the Applicant and approved by the Planning Board during the Special Permit process.*

Building Bulk and Other Requirements

The maximum floor area ratio or building coverage and the maximum number of dwelling units per acre, as applicable, in the Multi-family Overlay District sub-districts shall be as shown below, except that the area of a building devoted to underground parking shall not be counted as floor area for purposes of determining the maximum floor area ratio or building coverage, as applicable.

	A-1	B	ASB-MF	CSB	HAB	IND
Floor Area Ratio (FAR)	0.50	N/A	1.3 ^{b, c}	0.70	0.70	0.50
Maximum Building Coverage (%)	N/A	25%	N/A	N/A	N/A	N/A
Maximum Dwelling Units per Acre ^a	18	N/A	44 ^d	18	N/A	N/A

- (a) *The total land area used in calculating density shall be the total acreage of the lot on which the development is located.*
- (b) *In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for an FAR of up to 1.7.*

- (c) *In the ASB-MF subdistrict, the following shall not be counted as floor area for purposes of determining the maximum floor area ratio: (i) interior portions of a building devoted to off-street parking; (ii) parking garages, structured parking or deck/rooftop parking that are screened from Highland Avenue as required by Section 3.17.6 inclusive of any waiver thereof and from West Street in a manner compatible with the architecture of the building. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board to exclude additional areas from floor area for purposes of determining the maximum floor area ratio.*
- (d) *In the ASB-MF subdistrict, multi-family housing may exceed the maximum of 44 dwelling units per acre by special permit.*

Off-Street Parking

Multi-family housing projects will be required to provide a minimum of one parking space per dwelling unit in all subdistricts. Parking areas must be designed and constructed in accordance with the current Zoning By-Law parking plan and design requirements.

In the ASB-MF subdistrict, the zoning regulates the visibility of parking structures from Highland Avenue and West Street. In the ASB-MF subdistrict, the façade(s) of all parking garages, structured parking and deck/rooftop parking visible from Highland Avenue must be designed to be generally indistinguishable from the façade(s) of the residential portion of the building(s), and shall allow no view of parked vehicles from Highland Avenue except where such view is intermittent and incidental to the operation of the parking area, such as a view afforded by the opening of an automated garage door.

Affordable Housing

The Multi-family Overlay District requires affordable housing in developments with six or more dwelling units. In such cases, not fewer than 12.5% of housing units constructed shall be set aside as deed restricted affordable housing units for those households with an income at or below 80% of the area median income that applies to subsidized housing in the Town of Needham. For purposes of calculating the number of affordable housing units required in a proposed development, any fractional unit shall be rounded up to the nearest whole number and shall be deemed to constitute a whole unit consistent with Needham's existing zoning. Setting the affordability requirement at 12.5% is intended to help Needham stay above the state requirement under M.G.L. c.40B, §§20-23 that 10% of a town's housing stock qualify as affordable. Lastly, the Town's Economic Feasibility Analysis (EFA) indicates that the 12.5% set aside included in the proposed zoning will not render multi-family housing projects uneconomic. The Town is required to make this showing to EOHLC in support of any local zoning requiring that more than 10% of multi-family housing units be affordable.

Site Plan Review

The proposed zoning provides for site plan review, to be performed by the Planning Board, of all multi-family housing projects within the Multi-Family Overlay District. The requirement in §3A that multi-family housing be allowed "as of right" means that the proposed zoning cannot require other forms of zoning relief such as special permits or variances. See Compliance Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act §4 ("To comply with Section 3A, a multi-family zoning district must allow multi-family housing 'as of right,' meaning that the construction and occupancy of multi-family housing is allowed in that district without the need for a special permit, variance, zoning amendment, waiver, or other discretionary approval.")

Pursuant to Massachusetts case law, the Planning Board cannot deny a site plan review application for a by-right use that complies with the zoning (including the permissible number of units, building dimensions, height, setbacks and development standards). However, the Board can apply reasonable conditions on the project, which may include modifying lighting, adding fencing, reviewing stormwater design for

compliance with applicable standards, and adjusting the parking layout and other structural elements on the site plan. When performing site plan review for a use allowed by right, conditions can also be used to shape a project, but cannot go so far as to unreasonably interfere with or effectively prohibit the project.

All projects will need to comply with the development standards of the Multi-Family Overlay District, Building Code, Fire Code, Health Code, Department of Public Works regulations, state and local wetlands and other environmental regulations. The applicant will be required to demonstrate availability of adequate water, sewer, and utilities to serve a project. The Town is under no obligation to make investments in public infrastructure to make an individual project viable.

Development Standards

The Multi-family Overlay District establishes development standards for the Planning Board to consider when conducting site plan review. The following matters are to be considered: (a) provision of adequate water, sewer, and utility service to the project; (b) protection of pedestrian and vehicular movement within the project site, through the selection of egress points, provision for adequate site distances, and through reasonable mitigation measures for traffic attributable to the project; (c) adequacy of the arrangement of parking and loading spaces in relation to the proposed use; (d) control of off-site light over-spill through controlled luminaires selection, position, and mounting height; (e) adequacy of the methods of disposal of refuse and other wastes resulting from the use of the site; and (f) limitations on construction activities, such as but not limited to, the hours during which construction activity may take place, the movement of heavy equipment on or off the site, measures to control dirt, dust, erosion and to protect existing vegetation on the site.

Design Guidelines

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

ARTICLE 9: AMEND ZONING BY-LAW – MAP CHANGE FOR MULTI-FAMILY OVERLAY DISTRICT (BASE COMPLIANCE PLAN)

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

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

Beginning at the point of intersection of the easterly sideline of Greendale Avenue and the northerly sideline of Charles River; thence running westerly by the easterly line of Greendale Avenue, four hundred forty-two and 36/100 (442.36) feet, more or less; northeasterly by the southerly line of Hamlin Lane, five hundred thirty-five and 44/100 (535.44) feet, more or less; southeasterly by the southerly line of Hamlin Lane, twenty and 22/100 (20.22) feet, more or less; southeasterly by the land of the Commonwealth of Massachusetts, State Highway I-95, five hundred thirty-nine 11/100 (539.11) feet, more or less; southwesterly by the land of the Commonwealth of Massachusetts, State Highway I-95, four hundred sixty-six (466) feet, more or less; northwesterly by the northerly sideline of Charles River, two hundred seventy-six (276) to the point of beginning.

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

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

- (c) Place in the IND Subdistrict of the Multi-family Overlay District a portion of land now zoned Industrial and Single Residence B and located directly to the south and east of Denmark Lane as shown on Needham Town Assessors Map 132, Parcel 2, superimposing that district over the existing Industrial and Single Residence B districts, said description being as follows:

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

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

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

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

Beginning at the point of intersection of the easterly sideline of M.B.T.A. and the northerly sideline of May Street; thence running northeasterly by the easterly sideline of M.B.T.A. to the intersection

with southerly sideline of Rosemary Street; southeasterly by the southerly sideline of Rosemary Street to the intersection with easterly sideline of Highland Ave; southwesterly by the westerly sideline of Highland Avenue to the intersection with the northerly sideline of May St; southwesterly by the northerly sideline of May Street to the point of beginning.

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

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

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

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

- (h) Place in the IND Subdistrict of the Multi-family Overlay District a portion of land now zoned Industrial, Hillside Avenue Business, and Single Residence B and located directly to the east of Hillside Avenue and north of Rosemary Street as shown on Needham Town Assessors Map 100,

Parcels 3, 4, 5, 7, 8, 9, 10, 11, 12, and 61, and Needham Town Assessors Map 101, Parcels 2, 3, 4, 5 and 6, superimposing that district over the existing Industrial, Hillside Avenue Business, and Single Residence B districts, said description being as follows:

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

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

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

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

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

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

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

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

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

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

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDED THAT: Recommendation to be made at Town Meeting

Article Information: Article 9 describes the geographical area of the Multi-Family Overlay District under the Base Compliance Plan. The proposed zoning amendments would amend the Zoning By-Law and the Zoning Map to add the Multi-Family Overlay District and the A-1, B, ASB-MF, CSB, HAB and IND sub-districts to be contained within the Multi-Family Overlay District. These amendments to the Zoning Map accompany the proposed set of zoning amendments under Article 8 the Base Compliance Plan for purposes of complying with the MBTA Communities Law. The Multi-family Overlay District under the Base Compliance Plan contains approximately 100.3 acres.

ARTICLE 10: AMEND ZONING BY-LAW – MULTI-FAMILY OVERLAY DISTRICT (NEIGHBORHOOD HOUSING PLAN)

To see if the Town will vote to amend the Needham Zoning By-Law, inclusive of those amendments adopted under Article 8 and Article 9, as follows, and to act on anything related thereto:

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

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

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

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

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

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

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

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

3.17.4.1 Permitted Uses

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

- i. Retail establishments serving the general public containing less than 5,750 gross square feet of floor area. In multi-tenanted structures the provisions of the section will individually apply to each tenant or use and not to the aggregate total of the structure.

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

3.17.4.2 Special Permit Uses in the B and CSB Subdistricts

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

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

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

3.17.5. Dimensional Regulations

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

Table 1A. Lot Area, Frontage and Setback Requirements

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

Table 1B. Lot Area, Frontage and Setback Requirements

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

And delete footnote (d).

And renumber footnote (e) as footnote (d).

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

Table 2A. Building Height Requirements

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

Table 2B. Building Height Requirements

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

And add new footnote (d):

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

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

Table 3A. Building Bulk and Other Requirements

	A-1	B	ASB-MF	HAB	IND
Floor Area Ratio (FAR)	1.0	2.0	1.3 ^{b, c}	1.0	1.0
Maximum Building Coverage (%)	N/A	N/A	N/A	N/A	N/A
Maximum Dwelling Units per Acre ^a	36	48	44 ^d	24	24

Table 3B. Building Bulk and Other Requirements

	CSB-E	CSB-W	CSB-GS	IND - C
Floor Area Ratio (FAR)	2.0	2.0	2.00	0.75
Maximum Building Coverage (%)	N/A	N/A	N/A	N/A
Maximum Dwelling Units per Acre ^a	N/A	N/A	N/A	24

7. Amending Section 3.17 Multi-family Overlay District by inserting in Subsection 3.17.6 a new subsection (b), to read as follows:

(b) In addition to the parking required under section (a), above, each and every non-residential component of a Mixed-Use Building shall be required to provide a minimum number of off-street parking spaces calculated in accordance with Section 5.1. In cases where an Applicant seeks a special permit to waive strict adherence to the requirements of Section 5.1.2 and/or 5.1.3 for a Mixed-Use Building or any component thereof, the Planning Board shall serve as the special permit granting authority.

and to re-letter existing subsections (b) through (g) in appropriate alphabetical order to account for this insertion.

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

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

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

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

3.17.8.1 Provision of Affordable Housing.

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

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

Affordable Units, including Workforce Housing Units, shall be:

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDED THAT: Recommendation to be made at Town Meeting

Article Information: Article 10, in combination with Article 11, proposes to further amend the “Multi-Family Overlay District” established under Articles 8 and 9 above. Article 10 lays out the regulatory framework for the district, while Article 11 describes its geographical boundaries. For purposes of clarity, for distinguishing this set of proposed zoning amendments from that being advanced for consideration by Town Meeting under Articles 8 and 9 above, this set of zoning amendments is being referred to as the Neighborhood Housing Plan.

This Article 10 would amend Section 3.17 of the Zoning By-Law, as adopted under Article 8, which article will have established the “Multi-Family Overlay District (MFOD)”. This set of proposed zoning amendments would amend the Multi-Family Overlay District by revising the sub-districts (to be titled A-1, B, ASB-MF, CSB-E, CSB-W, CSB-GS, HAB, IND and IND-C), and by inserting dimensional tables for the newly created sub-districts and by revising the dimensional tables for the existing sub-districts. The proposed amendments would also allow for mixed-use buildings within the Business and Chestnut Street sub-districts of the overlay district; would establish parking standards for permitted as of right and special permit uses allowed in the Business and Chestnut Street sub-districts; would include revisions to the definition of mixed-use building in Section 1.3 (Definitions); and would allow for increased building height where a proposal includes 7.5% of its units as workforce housing, in addition to the minimum 12.5% of units required to be designated as affordable. The Multi-Family Overlay District’s key provisions are summarized below.

Designation of the District

The Multi-family Overlay District contains the following sub-districts, all of which are shown on the MFOD Boundary Map and indicated by the name of the sub-district: A-1, B, ASB-MF, CSB-E, CSB-W, CSB-GS, HAB, IND and IND-C. A complete description of the geographical boundaries for the Multi-Family Overlay District and the A-1, B, ASB-MF, CSB-E, CSB-W, CSB-GS, HAB, IND and IND-C sub-districts to be contained within the Multi-Family Overlay District under the Neighborhood Housing Plan can be found in Article 11.

Permitted Uses

In the Multi-family Overlay District, Multi-family housing is permitted as a matter of right. In the Business and Chestnut Street subdistricts of the overlay district, mixed-use buildings containing commercial use are permitted on the ground floor provided all upper floors are used for multi-family housing. The Multi-family Overlay District lists the commercial uses that are allowed as of right or by special permit. The following uses are permitted as of right: a retail establishment serving the general public and having less than 5,750 square feet; a retail trade or shop for custom work or for the making of articles to be sold on the premises; offices and banks; a craft, consumer, professional or commercial service establishment dealing directly with the public; a personal fitness service establishment provided all required off-street parking is provided on-site; a manufacturing use that is clearly incidental to and accessory to a retail use on the same premises; and a laundry or dry-cleaning establishment. The following uses are permitted by special permit: a restaurant serving meals for consumption on the premises and at tables with service provided by waitress or waiter; the retail sale of ice cream, frozen yogurt, and similar products for consumption on and off the premises; a take-out establishment primarily engaged in the dispensing of prepared foods for consumption elsewhere; and a personal fitness establishment where sufficient parking is not provided on-site to serve the use.

Lot Area and Frontage and Setback Requirements

The following lot area, frontage and setback requirements shall apply in the Multi-family Overlay District sub-districts listed below. The applicable footnotes are also noted for informational purposes.

Table 1A. Lot Area, Frontage and Setback Requirements

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

Table 1B. Lot Area, Frontage and Setback Requirements

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

- (a) The requirement of an additional 50-foot side or rear setback from a residential district as described in Subsection 4.4.8 Side and Rear Setbacks Adjoining Residential Districts or Subsection 4.6.5 Side and Rear Setbacks Adjoining Residential Districts shall not apply.
- (b) Any surface parking, within such setback, shall be set back 10 feet from an abutting residential district and such buffer shall be suitably landscaped.
- (c) The rear and side setbacks are 20 feet along the MBTA right-of-way. With respect to any lot partially within an underlying residential district, (i) no building or structure for a multi-family residential use shall be placed or constructed within 110 feet of the lot line of an abutting lot containing an existing single family residential structure; and (ii) except for access driveways and sidewalks, which are permitted, any portion of the lot within said residential district shall be kept open with landscaped areas, hardscaped areas, outdoor recreation areas (e.g., swimming pool) and/or similar open areas.
- (d) Seventy percent (70%) of the main datum line of the front facade of the building shall be set back no more than 15 feet, except that periodic front setbacks greater than fifteen (15) feet are allowed if activated by courtyards, landscaping, drive aisles, amenity areas, or other similar site design features that enhance the streetscape. In the ASB-MF subdistrict, the Applicant may apply for a

Special Permit from the Planning Board if less than seventy percent (70%) of the main datum line front facade of the building is set back 15 feet.

Building Height Requirements

The maximum building height in the Multi-family Overlay District sub-districts shall be as shown below. The applicable footnotes are also noted for informational purposes.

As noted in the table below, additional building height and stories are authorized in the Business and Chestnut Street Business districts for mixed-use buildings containing commercial use on the ground floor and where multi-family housing is provided on all upper floors. Further, additional building height and stories are authorized in the Business and Chestnut Street Business districts where an applicant provides 7.5% of its units as workforce housing, in addition to the minimum 12.5% of units required to be designated as affordable. For purposes of the Multi-family Overlay District, a workforce housing unit shall be affordable to a household with an income between 80 percent and 120 percent of the area median income. The additional height and number of stories is offered as an incentive to encourage mixed use development and the provision of workforce housing units in the noted districts.

Table 2A. Building Height Requirements

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

Table 2B. Building Height Requirements

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

(a) Exceptions. The limitation on height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, stair overruns, elevator overruns, mechanical equipment, roof parapets, architectural screening, or other ornamental features of buildings, which features (i) are in no way used for

living purposes; (ii) do not occupy more than 25% of the gross floor area of the building and (iii) do not project more than 15 feet above the maximum allowable height.

- (b) *Exceptions: Renewable Energy Installations.* The Site Plan Review Authority may waive the height and setbacks in Subsection 3.17.5.2 Building Height Requirements and Subsection 3.17.5.1 Lot Area, Frontage and Setback Requirements to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall be appropriately screened, consistent with the requirements of the underlying district; shall not create a significant detriment to abutters in terms of noise or shadow; and must be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
- (c) *In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for a height of four stories and 50 feet, provided that the fourth story along Highland Avenue and West Street incorporates one or more of the following design elements: (i) a pitched roof having a maximum roof pitch of 45 degrees; (ii) a fourth story recessed from the face of the building by a minimum of 12 feet; and/or (iii) such other architectural design elements proposed by the Applicant and approved by the Planning Board during the Special Permit process.*
- (d) *The requirements of Subsection 4.4.7 Business Use in Other Districts are not applicable to commercial ground floor uses in the MFOD.*

Building Bulk and Other Requirements

The maximum floor area ratio or building coverage and the maximum number of dwelling units per acre, as applicable, in the Multi-family Overlay District sub-districts shall be as shown below, except that the area of a building devoted to underground parking shall not be counted as floor area for purposes of determining the maximum floor area ratio or building coverage, as applicable. The applicable footnotes are also noted for informational purposes.

Table 3A. Building Bulk and Other Requirements

	A-1	B	ASB-MF	HAB	IND
<i>Floor Area Ratio (FAR)</i>	1.0	2.0	1.3 ^{b, c}	1.0	1.0
<i>Maximum Building Coverage (%)</i>	N/A	N/A	N/A	N/A	N/A
<i>Maximum Dwelling Units per Acre^a</i>	36	48	44 ^d	24	24

Table 3B. Building Bulk and Other Requirements

	CSB-E	CSB-W	CSB-GS	IND - C
<i>Floor Area Ratio (FAR)</i>	2.0	2.0	2.00	0.75
<i>Maximum Building Coverage (%)</i>	N/A	N/A	N/A	N/A
<i>Maximum Dwelling Units per Acre^a</i>	N/A	N/A	N/A	24

- (a) *The total land area used in calculating density shall be the total acreage of the lot on which the development is located.*
- (b) *In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board for an FAR of up to 1.7.*
- (c) *In the ASB-MF subdistrict, the following shall not be counted as floor area for purposes of determining the maximum floor area ratio: (i) interior portions of a building devoted to off-street parking; (ii) parking garages, structured parking or deck/rooftop parking that are screened from Highland Avenue as required by Section 3.17.6 inclusive of any waiver thereof and from West Street in a manner compatible with the architecture of the building. In the ASB-MF subdistrict, the Applicant may apply for a Special Permit from the Planning Board to exclude additional areas from floor area for purposes of determining the maximum floor area ratio.*
- (d) *In the ASB-MF subdistrict, multi-family housing may exceed the maximum of 44 dwelling units per acre by special permit.*

Off-Street Parking

Within the Multi-family Overlay District, the minimum number of required off-street parking spaces shall be one parking space per dwelling unit for all subdistricts. Parking areas shall be designed and constructed in accordance with the current Zoning By-Law parking plan and design requirements. In addition, each and every non-residential component of a Mixed-Use Building is required to provide a minimum number of off-street parking spaces calculated in accordance with the current parking provisions of the Needham Zoning By-law as pertains to a like use.

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

To see if the Town will vote to amend the Needham Zoning By-Law by amending the Zoning Map, inclusive of those changes adopted under Article 9, as follows:

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

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

- (b) Place in the CSB-E Subdistrict of the Multi-family Overlay District a portion of land now zoned Chestnut Street Business and Single Residence B and located directly to the east of Chestnut Street as shown on Needham Town Assessors Map 46, Parcels 12, 13, 14, 15, 16, 17, 18, 19, 32, 33 and

34 superimposing that district over the existing Chestnut Street Business and Single Residence districts and removing the existing CSB Subdistrict of the Multi-family Overlay District, said description being as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDED THAT: Recommendation to be made at Town Meeting

Article Information: Article 11 describes the geographical area of the Multi-Family Overlay District under the Neighborhood Housing Plan. The proposed zoning amendments would amend the Zoning By-Law and Zoning Map by amending the boundaries of the Multi-Family Overlay District and the designation of the sub-districts contained within the overlay, which will include the A-1, B, ASB-MF, CSB-E, CSB-W, CSB-GS, HAB, IND and IND-C sub-districts. These amendments to the Zoning Map accompany the proposed

set of zoning amendments under Article 10 being referred to as the Neighborhood Housing Plan for purposes of complying with the MBTA Communities Law. The Multi-family Overlay District under the Neighborhood Housing Plan contains approximately 92.5 acres.

COMMUNITY PRESERVATION ACT ARTICLES

ARTICLE 12: APPROPRIATE FOR HIGH SCHOOL TENNIS COURTS

To see if the Town will vote to raise and/or transfer and appropriate \$3,000,000 for improvements to the Needham High School tennis courts, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that \$1,100,000 be transferred from the CPA General Reserve, \$300,000 be transferred from CPA Free Cash, \$1,100,000 be transferred from the Athletic Facility Stabilization Fund, and \$500,000 be transferred from Overlay Surplus; or take any other action relative thereto.

INSERTED BY: Community Preservation Committee

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This article will fund the replacement of the existing four tennis courts and construction of four new tennis courts at Needham High School. This past July, the Planning Board approved an amendment to the major project site plan special permit for the High School. The permit included changes from the submitted plans, including removal of the shade structure, addition of trees and plantings between the tennis courts and the neighbors, the layout of the additional four courts, and confirmed that no changes will be made to the parking lot. The project also includes improved stormwater management, fencing upgrades, signage, and ADA accessible walkways.

CAPITAL ARTICLES

ARTICLE 13: APPROPRIATE FOR TOWN HALL REPAIRS AND UPGRADES

To see if the Town will vote to raise, and/or transfer and appropriate the sum of \$100,000 for engineering and design for the Town Hall HVAC systems and generator, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from Overlay Surplus; or take any other action relative thereto.

INSERTED BY: Select Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This article will fund engineering and design for the replacement of certain HVAC systems and the generator at Town Hall. This funding will enable the Town to explore options and develop alternatives to the manner in which the Town Hall HVAC systems and generator currently function. The air conditioning system has failed on several occasions recently, impacting critical systems at Town Hall and contributing to the loss of equipment. The current system has been problematic and expensive to maintain due to the age of its technology. Funding is being sought now so that the replacement process can start as soon as practicable - the current system is unreliable.

TOWN RESERVE ARTICLES

ARTICLE 14: AMEND STABILIZATION FUND

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

INSERTED BY: Select Board

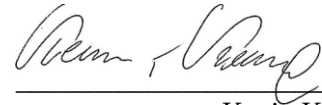
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The intent of this article is to update the purpose and funding of the Capital Improvement Fund. This fund was originally created in 2004 as a reserve for equipment replacement and lower cost facilities improvements when traditional funding sources were not available, but the capital request could not be deferred. Since that time, Town Meeting has established a Capital Facility Stabilization Fund, making the purpose of this fund duplicative for facility purposes. The proposed change clarifies that this reserve, now to be called the Capital Equipment Fund, is intended only for capital equipment purchases when funding is not otherwise available. Town Meeting action is required for the use of the funds. The funding target is based on the cost to replace two large specialty equipment vehicles, such as fire engines. This article includes a provision designating that proceeds from the sale of surplus equipment will be credited directly to the fund beginning in fiscal year 2026.

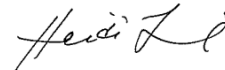
And you are hereby directed to serve this Warrant by posting copies thereof in not less than twenty public places in said Town at least fourteen (14) days before said meeting.

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

Given into our hands at Needham aforesaid this 10th day of September, 2024.



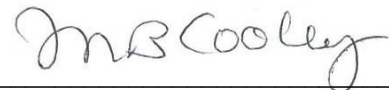
Kevin Keane, Chair



Heidi Frail, Vice Chair



Catherine Dowd, Clerk



Marianne B. Cooley, Member



Joshua W. Levy, Member

SELECT BOARD OF NEEDHAM

A TRUE COPY

Attest:

Constable:

Status of Articles 9/30/2024
October 21, 2024 Special Town Meeting

#	Article	Status	SB Position	FC Position	SB	FC	CPC	Planning
1	Appropriate for Roadway Improvements (Eversource)		Adopt	Adopt	Josh	Joe		
2	Appropriate for Community Opioid Settlement Fund Program		Adopt		Kevin	Karen		
3	Appropriate for Stephen Palmer Planning				Marianne	Karen		
4	Amend Sewer Enterprise Fund Budget		Adopt	Adopt	Kevin	Paul		
5	Amend Water Enterprise Fund Budget		Adopt	Adopt	Kevin	Paul		
6	Appropriate for Unpaid Bills of a Prior Year		Adopt	Adopt	Cathy	Tina		
7	Appropriate for PEG Programming		Adopt	Adopt	Cathy	Joe		
8	Amend Zoning Multi-Family Overlay District Base Compliance Plan				Heidi	Carol		
9	Amend Zoning By-law Map Change Base Compliance Plan				Heidi	Carol		
10	Amend Zoning Multi-Family Overlay District Neighborhood Housing Plan				Heidi	John		
11	Amend Zoning By-law Map Change Neighborhood Housing Plan				Hedi	John		
12	CPA – Appropriate for High School Tennis Courts			Adopt	Cathy	Barry	Paul Dawson & Keith LaFace	

Status of Articles 9/30/2024
October 21, 2024 Special Town Meeting

13	Appropriate for Town Hall Repairs & Upgrades			Adopt	Josh	Barry		
14	Amend Stabilization Fund			Adopt	Marianne	John		



TOWN OF NEEDHAM

TOWN HALL
Needham, MA 02492-2669

Office of the
TOWN MANAGER

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

October 21, 2024 Special Town Meeting Article 3 – Appropriate for Stephen Palmer Planning

What is the Stephen Palmer Building?

The Stephen Palmer building is a former elementary school constructed in 1914 that currently houses 28 apartments. The November 12, 1975 Town Meeting voted to authorize the sale of the Stephen Palmer School and ground lease of the land - this vote was amended at the February 2, 1977 Special Town Meeting. The Town sold the building, facilities, fixtures, equipment and other structures to Crowninshield/Stephen Palmer Associates for consideration of "less than \$100." By vote of the Town, the property was intended to be used for apartments for individuals who are fifty-five years of age or older. Upon expiration of the lease, the property and any and all improvements revert to the Town. The expiration of the lease is May 2, 2027.

What will the funds be used for?

The proposed funding will support two separate initiatives – a relocation framework and a development planning framework. Relocation planning services are estimated at \$50,000 and development services at \$100,000.

What will the relocation services entail?

The relocation framework consultant will:

- Serve as a liaison between the Town and the property owner.
- Review all pertinent documents relating to the project including leases and other agreements between the Town and tenants, etc.
- Determine the Town's potential legal responsibilities relative to the tenants.
- Prepare draft letters and notices for the client to send to the lessee and tenants, including, but not limited to:
 - Required notices;
 - General informational letters; and
 - Other correspondence that may be necessary.
- Coordinate site access with the tenants.
- Prepare for and conduct general informational meetings with tenants.
- Conduct individual on-site meetings with approximately 28 tenants to provide information regarding the project and their status.
- Collect salient information regarding their housing needs.
- Obtain other data such as income, preferences or needs for replacement housing, general demographic information, and other related issues or concerns that would need to be addressed.

- Prepare a relocation assessment report, which will describe issues relating to the potential relocation of the tenants, including budgets, timing, potential obligations of the Town under G.L. 79A and potentially the federal Uniform Relocation Act, re-housing needs and options, and other related matters. The report will include conclusions and recommendations.

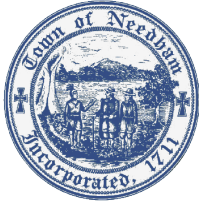
What will the development planning consultant services entail?

The development planning consultant will:

- Perform an existing conditions assessment (structural and architectural analysis, code analysis, legal issues, etc.) and the implications of razing or renovating the building (relative costs, limitations on uses, etc.).
- Perform land use planning, such as:
 - Developing land use concepts,
 - Generating land use scenarios,
 - Identifying opportunities, constraints, and costs of different scenarios,
 - Engaging community and all relevant stakeholders, and
 - Developing proposed land use parameters.

Why is the Town seeking to conduct both projects at the same time?

The relocation framework will allow the Town to plan for and engage a relocation service provider who will prepare a Relocation Plan and potentially handle the actual tenant relocation process (under a further contract). Funding is needed now in order to complete the relocation process prior to the expiration of the lease. Commencing the development planning process at the same time will provide the time necessary to determine next steps to be in place when the building reverts to the Town, and potentially inform the relocation process. Having a building of this size, age, condition and potential sit empty for any period of time is inadvisable.



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

MEETING DATE: 10/8/2024

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: 10/8/2024

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Ms. Dunnell will present to the Board the Charles River Public Health District Intermunicipal Agreement to formalize the public health shared services arrangement among the communities of Needham, Dover, Medfield and Sherborn.
2.	VOTE REQUIRED BY SELECT BOARD
	<i>Suggested Motion:</i> That the Board vote to approve and sign the Charles River Public Health District Intermunicipal Agreement.
3.	BACK UP INFORMATION ATTACHED
	1. Detailed Memo Explaining Shared Services and how it benefits Needham 2. PT describing shared services arrangement and intermunicipal agreement 3. Charles River Public Health District Intermunicipal Agreement (including IMA, signed contract documents and grant scope, and service provisions)



Needham Public Health Division

Prevent. Promote. Protect.



Memorandum

To: Needham Select Board
Kate Fitzpatrick, Town Manager
From: Kerry Dunnell, Manager, Shared Services and Training Hub
CC: Timothy McDonald, Director of Health & Human Services
Kathleen King, Deputy Town Manager/Director of Operations
Date: October 2, 2024
Re: Benefits of Shared Services Arrangement for Town of Needham

At the September 17, 2024, meeting of the Needham Select Board, during discussion about the request for approval of the Charles River Public Health District intermunicipal agreement (IMA), members of the Select Board asked about the benefit for the Town of Needham of participating in the Charles River Public Health District (“the Collaborative”). The communities in the Collaborative have been meeting since April 2023 and agreed to collaborate to advance the practice of public health in their communities. This work has been conducted under an initial Memorandum of Understanding allowing members of the four Boards of Health and Health Department staff to begin working in partnership and decide if they would like to advance to a more formal agreement. The intermunicipal agreement before the Select Board is the formal agreement that establishes the Collaborative, its governance and purpose, under MGL Ch 40 4A. Approval of the IMA by all four communities is required to continue this regional initiative through Fiscal Year 2027 and to maintain the State grant award of \$325,000 per year. The IMA has been approved by all four Boards of Health and by the Select Boards of Medfield, Dover, and Sherborn.

The Town of Needham benefits from participation in a shared services arrangement governed by an intermunicipal agreement under MGL Ch. 40 4A in three general areas. First, access to inspection support for Needham, second, coordination of multiple community public health nursing capacity and planning by a regional public health nurse, and third, coordination and support for addressing workforce performance standards and foundational public health services requirements by shared services staff.

Access to Inspection Support.

Shared Services Assistant Manager Samantha Menard has conducted inspections for the Town of Needham, enabling Needham Environmental Health Services staff to work on permit renewals, complex cases and development of a new community standard for public release of inspection reports. Additionally, Ms. Menard has supported inspection staff standardization efforts by providing technical assistance on specific issues. Requests for support are made by each community and managed by Ms. Menard. In the month of August, Ms. Menard conducted seven food inspections and one pool inspection for Needham. Access to shared services resources has enabled the Needham Public Health Department to rescind a request for new Environmental Health staff in the FY 26 town budget, which had been requested in previous budget cycles.

Coordination of multiple community public health nursing services.

The Charles River Public Health District is hiring a regional public health nurse who will serve as a coordinating resource among the four communities. This individual will be available to provide back-up MAVEN coverage for infectious disease case monitoring and investigation for Needham and all Collaborative communities. During a recent increase in pertussis cases this support would have enabled Needham public health nursing to increase a focus on outreach to local doctor offices regarding MA

Department of Public Health directives regarding pertussis. In the event of a gap in staffing in any community, this individual will be available to provide interim support. They will establish public health nursing relationships in each community, identify common needs and opportunities for collaboration. The Charles River Public Health District is anticipating conduct of a community health needs assessment in late FY 25 and early FY 26. The Collaborative communities are interested in using such an assessment to fill an existing data gap for adults 18-64 to complement existing data about youth and elders in the community. Access to this data will provide valuable insight into population needs and inform public health nursing and substance use prevention programs. The regional public health nurse will be instrumental in this process. It has been a priority of the Needham Public Health Division (or BOH??) to address this important data need for a number of years. The Collaborative's health assessment will allow Needham to start filling that gap without utilizing local funds.

Coordination/Support to achieve workforce performance standards & foundational public health services. The MA Public Health Workforce Performance Standards were adopted by the MA Public Health Council in October 2023. The degree to which each of the fifty-one (51) shared services arrangements in the Commonwealth is meeting these standards is tracked and available online at [this link](#). Meeting 100% of these standards is what we refer to as the floor or the basic minimum of public health practice. The good news is that the Collaborative has an 85% rating currently. Further good news is that shared services staff are responsible for working with all communities in the Collaborative to identify the barriers to meeting the 100% standard and developing solutions to get to that standard. Staff can support the three core public health functions of needs assessment, policy development and assurance or enforcement, for all communities, reducing the burden on each community's staff. Staff goal is finding ways to meet the standards through collaboration in delivery of a service or development of a process. Examples include expertise in Title V, complex food preparation, plan review processes and variance requests.

Finally, Needham benefits the Collaborative in less tangible but still important ways. Local public health in MA has been working for decades to address how to make sure that public health services are understood and delivered similarly in every community, and to serve the public well. Public health professionals understand the risks that an uneven delivery of public health services pose to all communities. The advent of Shared Services arrangements to meet public health needs is an important and exciting step and requires leadership to implement. Needham has been a leader in public health for years thanks to the efforts of people such as the immediate past director, Janice Berns, Ed Cosgrove, and current HHS Director Timothy McDonald. Participating in, and hosting, a public health Collaborative means that Needham is continuing to attract highly qualified professionals who recognize the need for shared services and are excited about the opportunity to work in Needham to make this happen.

The Charles River Public Health District program is funded through June 30, 2027. This three-year funding period allows the Collaborative communities to establish common professional standards and leverage shared resources to increase capacity in all communities. Further, all support usage will be tracked and reported to the Advisory Board. Three years of data, along with the results of a community health needs assessment of all communities, will allow communities and shared services staff to analyze demand over time for shared resources. The Collaborative and the communities will be able to be informed recommendations and decisions about public health priorities and needs for the Collaborative and each individual community.

Thank you for your consideration of this memorandum. Please let me know if you have any questions or concerns, or if I may provide additional information.

Sincerely,

Kerry C. Dunnell

Kerry C. Dunnell

Program Manager, Public Health Shared Services & Training Hub

Charles River Public Health District Shared Services Arrangement

Serving the Towns of
Dover, Medfield, Needham & Sherborn



Why Shared Services & Intermunicipal Agreement

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

CHARLES RIVER PUBLIC HEALTH DISTRICT

D

Dover
Board of Health & Staff

M

Medfield
Board of Health & Staff

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

N

Needham
Board of Health & Staff

S

Sherborn
Board of Health & Staff

Needham Host Community

STAFF

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

KD

Kerry C. Dunnell
Manager 50% PHE

SM

Sam Menard
Asst Manager
20% PHE

KS

Jennifer Casey
Admin Specialist
20% PHE

AM

Amy McInerney
Regional Health Agent
75% PHE

V

VACANT
Regional Public Health Nurse 60% PHE

Inspection Technology
Contracting, Prepping & Training

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

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

Inspection Support
Food, Housing, Septic and other inspections

THE WORK
FY2025

Governance
Agendas, OML compliance, Minutes, Website presence

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

Reporting
Funder, Advisory Board, Boards of Health

Intermunicipal Agreement
Agree and adopt

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

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

How does Charles River Public Health District work?

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



What can Shared Services do for your community?

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



Intermunicipal Agreement

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

Contact Information

Kerry Dunnell – Shared Services & Training Hub Manager

Work phone 781-223-6246

kdunnell@needhamma.gov

Sam Menard – Assistant Manager and Lead Trainer

smenard@needhamma.gov

Work phone 781-223-6246



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

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

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

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

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

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

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

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

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

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

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

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

5. Advisory Board

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of DOVER:

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

Town of MEDFIELD:

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

Town of NEEDHAM:

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

Town of SHERBORN

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

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

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

Town of DOVER Select Board

Date

Town of DOVER Board of Health

Date

Town of MEDFIELD Select Board

Date

Town of MEDFIELD Board of Health

Date

Town of NEEDHAM Select Board

Date

Town of NEEDHAM Board of Health

Date

Town of SHERBORN Select Board

Date

Town of SHERBORN Board of Health

Date

EXHIBIT A

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

EXHIBIT B

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

EXHIBIT B

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

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

Charles River Public Health District

Exhibit B

July 2024

Page 1 of 2

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

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

DPH MASTER AGREEMENT ENGAGEMENT FORM

Bureau: DPH Offices

Engagement Contract ID: INTF1200P01236938235

Vendor Name: TOWN OF NEEDHAM

Vendor Code: VC6000191901

Vendor Contact: Timothy McDonald

Vendor Email: tmcdonald@needhamma.gov

Master Agreement Id: MUNICIPALPHSERVICES0

Procurement No: 236938

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

DPH Program Manager: Diana Acosta

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

☐ New

Dates of Service:

Anticipated Start Date*:

End Date:

Total Engagement Maximum Obligation _____

☐ RFQ _____ attached Vendor response

☐ NOI _____

☐ Confidentiality Agreement

☒ Amendment

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

Original Start Date: 07/01/2023

Current End Date: 06/30/2024

New End Date: 06/30/2027

Current Total Engagement Maximum Obligation \$874,700.00

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

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

☐ RFQ _____

☒ NOI 24W240050133

☒ DPH MA PP Budget Attached

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

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

Expenditure Reporting: Triannual or quarterly narrative reports and expenditure reports

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

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

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

Vendor Authorized Signature

Authorized Vendor Signature and Date

KATE FITZPATRICK, TOWN MANAGER

Print Name and Title

Department Authorized Signatures

Authorized DPH Bureau Representative Signature and Date

Print Name and Title

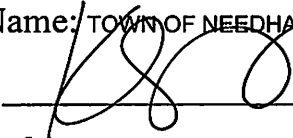
* The effective start date of this Engagement or Amendment shall be the latest date this document has been executed by an authorized signatory of the Vendor, the Department or a later Engagement or Amendment start date specified above

Contract Conditions

Contract ID#: INTF1200P01236938235

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

Provider Name: ~~TOWN OF NEEDHAM~~

Signature: _____

Date: 5-3-2024

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

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

Definitions:

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

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

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

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

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

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

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

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

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

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

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

Group Structure & Governance:

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

Staffing:

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

Workforce Development

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

Performance Standards and Data:

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

Deliverables & Grant Participation Expectations:

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

Federal Funding Key Performance Indicators (KPI):

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

Community Impact

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

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

Performance Measures

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

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

Allowable Costs:

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

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

Unallowable Costs:

Publicity and propaganda (lobbying):

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

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

Other Terms:

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

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

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

Diana Acosta, Assistant Director of Shared Services

Email: diana.c.acosta@mass.gov

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

Memorandum

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

From: INSERT VENDOR

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

Subject: PHE Participating Municipality Statement of Commitment Annual Notification

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

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

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

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

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

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

Definitions

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

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

Non-PHE Municipalities. Municipalities not participating in SSA.

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

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

Tier 3. Applied practice.

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

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

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

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

Structure & Governance:

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

Staffing:

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

Workforce Development:

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

Deliverables & Grant Participation Expectations:

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

Federal Funding Key Performance Indicators:

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

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

Performance Measures

17. Workforce investments

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

Allowable Costs:

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

Unallowable Costs:

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

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

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

Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

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

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

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

1. Eligible Costs.

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

2. Financial Management.

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

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

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

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

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

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

5. Reporting Program Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Maintenance of and Access to Records.

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

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

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

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

PAYMENT VOUCHER - 1

The Commonwealth of Massachusetts

Department /Organization Name
DPH/OFF



Office of the Comptroller

Revision Date 8/22/95 by VG

Document ID

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

Vendors' Certification

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

(Please sign in ink)

Vendor Name and Address

NAME: TOWN OF NEEDHAM

ADDRESS: 1471 HIGHLAND AVE NEEDHAM, MA 02492-2605

Ref Doc ID

INTF1200P01236938235 - 1

Document Total
\$437,350.00

Stxt

Payment Ref Number
INTF1200P01236938235 - 1

Vendor Code
VC6000191901

Emp

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

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

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

Prepared By: _____ Title: _____ Date: _____

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

INSTRUCTIONS TO VENDORS

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

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

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

PAYMENT VOUCHER - 2

The Commonwealth of Massachusetts

Department /Organization Name
DPH/OFF



Office of the Comptroller

Revision Date 8/22/95 by VG

Document ID

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

Vendors' Certification

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

(Please sign in ink)

Vendor Name and Address

NAME: TOWN OF NEEDHAM

ADDRESS: 1471 HIGHLAND AVE NEEDHAM, MA 02492-2605

Ref Doc ID

INTF1200P01236938235 - 2

Document Total
\$218,675.00

Stxt

Payment Ref Number
INTF1200P01236938235 - 2

Vendor Code
VC6000191901

Emp

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

REFERENCE DOC ID

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

Actv

Rpfg

Fund

BS Acct

Payment Reference Number
INTF1200P01236938235 - 2

Description

MSA#

Line #

Disc

Dates of Service

Quantity

Line Amount

I/D

P/F

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:

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

Prepared By: _____ Title: _____ Date: _____

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

INSTRUCTIONS TO VENDORS

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

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

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

PAYMENT VOUCHER - 3

The Commonwealth of Massachusetts

Department /Organization Name
DPH/OFF



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

Document ID

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

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

Vendor Name and Address

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

Ref Doc ID

INTF1200P01236938235 - 3

(Please sign in ink)

Document Total

\$218,675.00

Stxt

Payment Ref Number
INTF1200P01236938235 - 3

Vendor Code

VC6000191901

Emp

Reference Order

Line

Quantity

Description

Amount

			3rd payment	\$218,675.00
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REFERENCE DOC ID

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

Actv

Rpfg

Fund

BS Acct

Payment Reference Number
INTF1200P01236938235 - 3

Description

MSA#

Line #

Disc

Dates of Service

Quantity

Line Amount

I/D

P/F

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:

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

Prepared By: _____ Title: _____ Date: _____

Entered By: M. H. Hennessey Title: TOWN ACCOUNTANT Date: 5-3-2014 Pg ____ of ____

INSTRUCTIONS TO VENDORS

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

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

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

Sub Recipient Notification

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

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

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

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

This communication will be sent:

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

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

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

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

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

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

Contract Number: INTF1200P01236938235

Vendor Name - FEIN: TOWN OF NEEDHAM - 046001238

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

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

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

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

KATHLEEN E. WALSH
Secretary

ROBERT GOLDSTEIN, MD, PhD
Commissioner

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

04/25/2024

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

Attn: Timothy McDonald

R/E: Contract #: INTF1200P01236938235

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

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

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

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

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

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

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

Sincerely,

Sam Wong
Bureau Director
Office of Local and Regional Health

Acceptable forms of Authorized signatures:

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

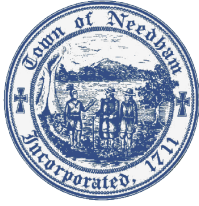
Please Note:

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

Award Letter Additional Information

Contract ID #: INTF1200P01236938235

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

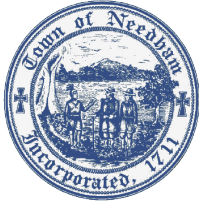


**Select Board
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 10/8/2024

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

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



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

MEETING DATE: 10/8/2024

Agenda Item	Executive Session
Presenter(s)	

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Exception 2: To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel (Town Manager) (Revised to specify Town Manager)
2.	VOTE REQUIRED BY SELECT BOARD
	Move that the Select Board enter into executive session pursuant to: Exception 2: To conduct negotiations with nonunion personnel, namely the Town Manager, and to not return to open session following adjournment of the executive session. (Motion revised to specify Town Manager) Not to return to open session.
3.	BACK UP INFORMATION ATTACHED
	None.

**Town of Needham
Select Board
Minutes for Tuesday, September 10, 2024
Select Board's Chamber and
Via ZOOM
<https://us02web.zoom.us/j/89068374046>**

- 6:00 p.m. Call to Order:
A meeting of the Select Board was convened by Chair Kevin Keane. Those present were Vice Chair Heidi Frail, Marianne Cooley, Cathy Dowd, and Joshua Levy. Town Manager Kate Fitzpatrick, David Davison, Deputy Town Manager/Director of Finance, and Katie King, Deputy Town Manager were also in attendance. Susan Metropol, Recording Secretary, attended via Zoom.
- 6:01 p.m. Public Comment Period:

No public comments were heard.
- 6:02 p.m. Proclamation: 2024 Hispanic Heritage Month:

Ms. Frail read the proclamation for Hispanic Heritage Month designating September 15, 2024 through October 15, 2024 as Hispanic Heritage Month in the Town of Needham.
- Motion by Ms. Cooley that the Board vote to approve and sign the 2024 Hispanic Heritage Month Proclamation.
Second: Ms. Dowd. Unanimously approved 5-0.**
- 6:03 p.m. Public Hearing: Removal of Public Shade Tree at 239 Manning Street (Continued)
Presenter: Edward Olsen, Tree Warden/Parks & Forestry Superintendent
- This Public Hearing continued from the Select Board meeting on August 13, 2024, with homeowners Michael and Deanna Virginio, 239 Manning Street, requesting the removal of a Public Shade Tree located in front of their new home currently under construction. The homeowners were accompanied by attorney John Connolly, 67 May Street, and builder Curt Petrini of Petrini Corporation, 187 Rosemary Street.
- Mr. Connolly detailed the current construction plans and explained that it would not be feasible or safe to move the driveway in order to preserve the tree. Mr. Connolly proposed that the Virginios plant a new tree at the their expense at the residence under discussion with Mr. Olsen and donate a tree at the Sunita Williams School. Mr. Connolly added that the Virginios have been working with the residents at 233 Manning Street and Hartney Greymont to ensure the healthy continuation of the additional tree on their property.

Board members discussed the factors and implications of the removal of the tree. Ms. Dowd emphasized her trust in Mr. Olsen’s expertise in this area and the need for the Town to improve and clarify the process for how these decisions are made without the Select Board being the only decision-making body on these types of issues in Town. She also expressed her concern regarding tree preservation in Town. Ms. Frail added that she will vote to remove this tree and provided an update on the Town’s efforts to improve the approval process as a result of this difficult case. Ms. Cooley expressed her support for the removal of this tree given the expert opinion of Mr. Olsen and her view that trees planted in the future go on private property rather than on the berm.

Artie Crocker, 17 Fairlawn Street, commented that if the new home and driveway had been designed with more consideration it would not have required the damage and removal of the tree and urged those present to consider the value of trees to the Town.

Ross Donald, 25H Chambers Street, commented that how the Town discusses issues like this matters and said that we must be specific about language we use around decisions like these.

Michael Lombard, 14 Bridle Trail Road, expressed his support that new trees should not go on the berm and instead go on private property to avoid developing tripping hazards.

Jeffrey Heller, 1092 Central Avenue, commented his support for preserving trees especially in situations of new construction that may be deemed to fail.

Motion by Ms. Cooley that the Board vote to approve and sign the Public Shade Tree Hearing form for the removal of one London Plane tree in the front berm at 239 Manning Street subject to the conditions from the Tree Warden.

Second: Ms. Dowd. Approved 3-2. Ms. Frail, Ms. Dowd, and Ms. Cooley voted in the affirmative. Mr. Keane and Mr. Levy voted in opposition.

Mr. Keane thanked Tree Warden Ed Olsen for his commitment and contributions to the Town’s trees and sustainability.

6:32 p.m. Appointment Calendar and Consent Agenda:
Motion by Ms. Cooley that the Board vote to approve the Appointment Calendar and Consent Agenda.
Second: Ms. Frail. Unanimously approved 5-0.

APPOINTMENT CALENDAR

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

CONSENT AGENDA

1.	Approve Open Session Minutes of May 14, 2024; and August 20, 2024.
2.	Accept the following donation to the Needham Health Division: \$25 from Claire Blum for the Needham Gift of Warmth.
3.	Accept the following donations to the Needham Free Public Library: - From Barbara Kochaniak, \$500 for Polish language children's books, and - From Catherine Collishaw, \$25 in memory of Diane Lila Ahlin.
4.	Approve and sign integrated collective bargaining agreement between the Town and the Needham Independent Public Employees' Association.
5.	Approve New Application for Common Victualler License for Needham Gyro Inc d/b/a Gyro and Kebab House (subject to receipt of required completed paperwork).

NOTICE OF APPROVED BLOCK PARTIES

Name	Address	Party Location	Date	Time	Rain Date
Robert Petitt	80 Robinwood Avenue	50-96 Robinwood Avenue	9/02/24	4:30pm-8:30pm	N/A
Lauren Soper	32 Mark Lee Road	Mark Lee Road from Hunnewell St to Webster St	9/14/24	12pm-6pm	N/A
Laura Raff	52 Wilshire Park	52-92 Wilshire Park	9/14/24	5pm-8pm	9/15/24
Denise Arrondo	21 Prince Street	Prince Street	9/14/24	5pm-8pm	9/15/24
Neeti Mehta	56 North Hill Avenue	Howe Road	9/14/24	2pm-10pm	9/15/24
Frances Parpos	89 Glendale Road	Glendale Road	9/28/24	3pm-7pm	N/A
Susan Pouliot	54 Eaton Road	60 Eaton Road	9/29/24	3pm-7pm	N/A

Dan O'Neill	75 Kimball Street	Grant Street between Kimball & Needham Junction Roads	9/29/24	4pm-7pm	N/A
Dale McCarthy	72 Stevens Road	Stevens Road	10/6/24	4pm-7pm	10/27/24
Lisa Kessel Freedman	87 Hunnewell Street	40 Ardmore Road at the intersection of Lakin Street	10/19/24	2pm-6pm	10/20/24
Nancy O'Leary	46 Rosemary Street	Upper Rosemary Street (the one-way section)	10/20/24	4pm-6pm	10/27/24
Rochelle Goldin	68 Warren Street	Warren Street between May St and Great Plain Ave	10/20/24	12pm-7pm	N/A

NOTICE OF APPROVED ONE-DAY SPECIAL ALCOHOL LICENSES

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

6:33 p.m. Public Hearing: Recycling and Transfer Station User Fees and Charges:
Presenters: Solid Waste Disposal & Recycling Advisory Committee, David Davison, Deputy Town Manager/Finance, Carys Lustig, Director of Public Works, Cecilia Simchak, Assistant Director of Finance, Matthew DeMarrais, Superintendent of the Recycling & Solid Waste Division

The Solid Waste Disposal & Recycling Advisory Committee and staff reviewed the recommended changes to the RTS rates and charges. The proposed changes would become effective October 1, 2024. Mr. Davison outlined the changes as follows:

- An increase to the package of 10 large bags from \$20 to \$21.60, an 8% increase
- An increase to the package of 10 small bags from \$10.75 to \$11.60, a 7.9% increase
- Introduction of a fee for drop-off of box springs and mattresses for \$40 for commercial entities and \$20 for residents
- An increase of the fee for television drop-off to the same as flat screen televisions at \$20

Discussion ensued regarding recommendations for snow dump rates, commercial tipping fees, and other relevant questions.

6:46 p.m. Public Hearing: Application for New All-Alcohol Restaurant License – Poet King Restaurant Group, LLC d/b/a The Hungry Coyote
Presenters: Nezahualcoyotl Leon, Applicant, Leona Leon, Proposed Manager of Record, Wilson Mejia, Applicant Representative

Mr. Keane opened the Public Hearing for the Poet King Restaurant, LLC d/b/a The Hungry Coyote, which has applied for a new Section 12 Restaurant, All-Alcohol Beverages License at 1185 Highland Avenue, with Leona Leon as the proposed Manager of Record. Following an introduction by the presenters, Mr. Keane noted that this business has a history of suspension and loss of a prior liquor license in Town. Mr. Keane outlined the following seven components that the Board would discuss:

- (A) The completeness of the application;
- (B) The proposed Manager of Record's employment history;
- (C) The proposed Manager of Record's interest in prior licenses that were subject to disciplinary action;
- (D) The proposed Manager of Record's fitness, generally;
- (E) Mr. Leon's fitness to hold an interest in a license, generally;
- (F) CORI report; and
- (G) Other matters of interest to the Board.

First, Mr. Keane noted that the application submitted by the Applicant on August 13, 2024 was missing information and that the Applicant was contacted by Town Staff with the information that remained missing. Mr. Keane entered the following into the record:

- (1) an email from Myles Tucker to the Applicant's agent dated August 29, 2024
- (2) the original application submitted on August 13, 2024, redacted to remove protected information
- (3) a revised application submitted – in parts – between August 30, 2024 and this hearing (September 10, 2024).

Select Board members asked applicants about the truthfulness of answers provided in the application, the status of ownership of the business, and clarifying instances of misinformation in the application. The applicants had the opportunity to respond to the Board's questions, primarily noting that the errors were simple oversights and mistakes.

Second, the Board discussed the employment history of the proposed Manager of Record and entered into the record the minutes and video of the Board's February 14, 2023 meeting, at which the Board was considering a request to lift the suspension of the Hungry Coyote's liquor license. Mr. Keane asked Ms. Leon whether she has been an employee at the Poet King Restaurant Group LLC as a manager since August of 2019. Ms. Leon responded that she left the Hungry Coyote during the pandemic, and she had returned in September 2024.

Third, Mr. Keane addressed the proposed Manager of Record's disciplinary history. He stated that in the revised application, Section 10.D states that Ms. Leon had an

interest in “Retail” license and that disciplinary action was taken against the license because the “manager wasn’t working enough hours.” The listed date of the violation is April 2022. He entered into the record the following violation orders: (1) Liquor License Suspension Order – Notice of Decision – dated January 14, 2022, including its attachments; and (2) Liquor License Cancellation Order – Notice of Decision – dated July 26, 2023. Mr. Keane stated that the licensee did not appeal either of these orders, which means the Orders are final. However, neither of the disciplinary are is listed in the disciplinary section for the application – Section 10.D. At all times relevant to those orders, Ms. Leon was the listed and approved Manager of Record. Mr. Keane asked Ms. Leon if she could address the failure to include these disciplinary actions in the application, to which she responded that their lack of inclusion was in error.

Fourth, Mr. Keane opened discussion for the proposed Manager of Record’s general fitness for this role. Board members referenced the specific defying of Town orders to suspend operations in the past and prior changes in management. Mr. Heep clarified that the identified and listed Manager of Record on the license needs to be present at the business unless and until a new manager is identified and approved.

Fifth, the Board discussed Mr. Leon’s fitness to hold an interest in a license. Mr. Keane stated that while Mr. Leon has not had an interest in a prior license, prior hearings before the Board have disclosed that Mr. Leon has acted as the de facto general manager of the restaurant during a time when the restaurant remained open in violation of a Board of Health Order. He entered into the record (1) the minutes and video of the April 12, 2023 Select Board meeting, and (2) the April 19, 2023 Notice of Decision denying the Change of Officers/Directors/LLC Managers, Change of Ownership Interest, and Issuance/Transfer of Stock/New Stockholder application. Mr. Keane highlighted that the April 19, 2023 Notice of Decision reflected the Board’s finding that Mr. Leon was not of sufficient character to hold an interest in the license. The decision notes that Mr. Leon has a history of ignoring orders of local municipal bodies, including his disregard of a Summary Suspension Order of the Board of Health and delay in providing documents requested by the Board relevant to the hearing. Mr. Leon responded that he is currently in compliance with Board of Health.

Finally, Mr. Keane opened discussion regarding a CORI report concerning the license applicant. He stated that in accordance with Massachusetts law, the Board cannot disseminate the details of this report. Mr. Keane invited a motion to enter into Executive Session under Exception 7 for purposes of discussing the contents of the report.

Motion by Ms. Frail that the Select Board vote to convene in Executive Session for the purpose of complying with Massachusetts General Law, namely c.6, §§167-172B and 803 CMR 2.05, to invite license applicant Nezahualcoyotl Leon, Wilson Mejia, and Leona Leon to attend and participate in the

Executive Session, and to return to Open Session at the conclusion of the Executive Session.

Second: Mr. Levy. Unanimously approved 5-0.

7:11 p.m. The Select Board entered into Executive Session.

7:33 p.m. The Select Board returned to Open Session.

Mr. Keane offered an opportunity for public comment. Upon hearing none, Mr. Keane closed the public hearing, and the Board continued their deliberation. Select Board members agreed that the application and past record indicate that the applicant does not meet the legal standard required for this type of license.

Motion by Ms. Frail that the Board vote to deny the application of Poet King Restaurant Group LLC, d/b/a The Hungry Coyote, for a liquor license pursuant to G.L. c. 138, §12, to be located at 1185 Highland Avenue, with Leona Leon as the manager of record, for the following reasons:

- 1. The application included false statements in violation of 204 CMR 2.01(8), to wit:**
 - a. Ms. Leon’s employment history does not reflect her actual dates of employment; and**
 - b. Ms. Leon failed to list the disciplinary actions taken on January 11, 2022 and July 25, 2023 by this Board in Section 10.D of the application.**
 - c. Mr. Leon provided false statements in his portion of the application materials.**
- 2. The Board finds that within the meaning of Massachusetts liquor licensing law, Mr. Leon is not of “good character” to hold a license for the following reasons:**
 - a. Mr. Leon has a history of ignoring orders of local municipal bodies, including disregard for a Summary Suspension Order of the Needham Board of Health; and**
 - b. Mr. Leon has provided information to the Select Board relative to this application that he knows to be false, including information related to prior violations of the license.**
 - c. Mr. Leon has delayed providing documents requested by the Select Board relevant to this hearing.**
 - d. The contents of the CORI report received in connection with this application.**

And to authorize Town Counsel to draft a decision capturing the Board’s discussion and vote and authorize the Town Manager to sign said decision and send notice of the decision to the ABCC and the Licensee, as required under Chapter 138 of the General Laws.

Second: Ms. Cooley. Unanimously approved 5-0.

7:39 p.m. Intermunicipal Agreement for the Charles River Public Health District:
Presenters: Kerry Dunnell, Manager, Shared Services and Training Hub, Needham Public Health Department, Timothy McDonald, Director Health & Human Services

Ms. Dunnell presented to the Board regarding the Charles River Public Health District Intermunicipal Agreement in order to formalize the public health shared services arrangement among the communities of Needham, Dover, Medfield, and Sherborn. Needham is the host community in this arrangement and manages the funds for the group. Ms. Dunnell noted that the purpose of the collaboration is “to design and implement a program by which the public health staff and resources of the Municipalities are supplemented, additional staff is provided and may be used to provide cross-jurisdictional services, investigations, enforcement and data reporting, and greater collaboration among existing community staff may be encouraged.” She reviewed the organizational chart of the Charles River Public Health District, adding that it is governed by an Advisory Board of representatives from each community’s Board of Health that meets monthly to discuss needs, priorities, and workplan progress.

Discussion ensued regarding the advantages to Needham of joining the collaboration, how the communities can build trust with each other, and size of Needham’s population relative to the other three towns. Formalizing this agreement allows for the Towns to benefit from shared services in circumstances where there is a strain on resources. Ms. Fitzpatrick emphasized the direct benefits to Needham from the shared services of the current structure of the Intermunicipal Agreement.

8:09 p.m. Abatement of Community Stormwater Mitigation Assessments Policy:
Presenters: David Davison, Deputy Town Manager/Director of Finance, Carys Lustig, Director of Public Works, Cecilia Simchak, Assistant Director of Finance

After a Public Hearing on March 28, 2023, the Select Board voted on April 12, 2023 to approve the rate structure for the purpose of funding future capital improvements to alleviate the impact of polluted stormwater runoff. The Town began billing the assessments with the April 2024 water and sewer bills. The purpose of the policy is to allow the Town Manager, upon the recommendation of the Director of Public Works, to abate billed assessments that are incorrect.

Motion by Ms. Dowd that the Board adopt the policy SB-FIN-013, Abatement of Community Stormwater Mitigation Assessments, and authorize the Chair of the Board to sign attesting to the adoption of the policy.
Second: Ms. Frail. Unanimously approved 5-0.

8:16 p.m. Town Manager:

Close Special Town Meeting Warrant

Ms. Fitzpatrick noted the following regarding the warrant:

- Appropriation for Roadway Improvements (Eversource): funds for roadway improvements committed from Eversource
- Appropriation for Community Opioid Settlement Fund Program: allow Peer Recovery Coach to work full-time until the end of the fiscal year to reach the regular cycle
- Appropriation for Stephen Palmer Planning: discussion regarding whether the Town will vote to raise and/or transfer and appropriate \$150,000 for consulting services related to the Stephen Palmer ownership conversion; assessment for potential redevelopment with the assistance of working group for public input
- Dave Davison provided an explanation of the supplemental appropriation of the Finance Department's budget for the cost associated with the state-required five-year re-certification of the Town's tax assessment processes.
- Unpaid Bill of a Prior Year: Medical services provided by BID Needham
- Appropriation for Public, Educational, and Government (PEG) Programming: appropriation for the purpose of supporting public, educational, and government (PEG) programming provided by the Needham Channel
- Zoning Articles: potentially hear from Planning Board on these articles
- Appropriation for High School Tennis Courts: CPC working with the Town on this, proposing combination of funding sources

Motion by Mr. Levy that the Board vote to close the warrant for the October 21, 2024 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel and Bond Counsel and potential changes to zoning subject to the Planning Board's final deliberations.
Second: Ms. Cooley. Unanimously approved 5-0.

Town Offices Schedule Shift

Ms. Fitzpatrick recommended that the Board vote to set the office hours for Town Hall, the Public Services Administration Building, and the Rosemary Recreation Complex on a year-round basis as outlined below. Ms. Dowd mentioned an idea from a resident to create a flexible schedule for employees to benefit from this new schedule while continuing to staff departments for service to the public; Ms. Fitzpatrick explained that many departments have too few employees to make this possible. The Board also explored different ways to publicize the new hours.

Motion by Mr. Levy that the Board vote to set the following office hours for Town Hall, the Public Services Administration Building, and the Rosemary Recreation Complex on a year-round basis:

Monday 8:00 a.m. – 5:00 p.m.

Tuesday 8:00 a.m. – 6:00 p.m.

Wednesday 8:00 a.m. – 5:00 p.m.

Thursday 8:00 a.m. – 5:00 p.m.

Friday 8:00 a.m. – 12:30 p.m.

Second: Ms. Cooley. Unanimously approved 5-0.

Town Manager Report

- The Town received a grant from the Office of Coastal Zone Management for the Alder Brook Best Management Practice Design using green stormwater infrastructure to protect water quality in the amount of \$125,425.

8:41 p.m. Board Discussion:

Committee Reports

Ms. Frail reported on the working group regarding trees in Town, including discussion of next steps, treatment of berm trees, and the direction of the future tree committee.

Ms. Dowd reported on the work of T-CHOC and the status of the Needham Housing Authority project, including the recent selection of a developer for the Linden-Chambers Redevelopment.

Mr. Levy reported that the Stormwater Bylaw Working Group met to address the issues in the current bylaw.

Mr. Keane reported that the Branding & Town Seal Committee met to continue working on the seal.

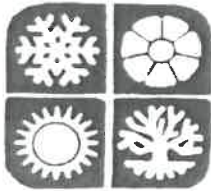
8:48 p.m. Adjourn:

Motion by Ms. Dowd that the Board vote to enter into Executive Session pursuant to Exception 6: to discuss the purchase of real property and not return to Open Session prior to adjournment.

Second: Ms. Frail. Unanimously approved 5-0.

A list of all documents used at this Select Board meeting is available at:
<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID>

The next Select Board meeting is scheduled for Tuesday, September 24, 2024, at 6:00 p.m.



NEEDHAM PARK AND RECREATION DEPARTMENT

Rosemary Recreation Complex
178 Rosemary Street
Needham, MA 02494
Tel: (781) 455-7930

October 2, 2024

Mr. Kevin Keane
Chair, Select Board
Town of Needham
1471 Highland Ave.
Needham, MA 02492

Dear Chair Keane,

I am writing to request the Select Board's approval of placing lawn signs promoting Park and Recreation's Fall Family Day event, happening on October 26, 2024 in the following locations around town from October 9, 2024 to October 27, 2024:

- Town Common
- Needham Heights Common
- Recycling and Transfer Station
- Public Services Administration Building
- Berms adjacent to the Needham Free Public Library
- Harris Ave. median

If you need any other information, I can be reached at 781-455-7930. Thank you for your consideration of this request.

Sincerely,



Stacey Mulroy, Director
Needham Park & Recreation
smulroy@needhamma.gov

FISCAL YEAR 2025**SCHEDULE A****Effective July 1, 2024**

Full-time and regular part-time position classifications with corresponding classification

Position Title	Grade/Class.	FLSA status
Administrative Analyst	GT06	non-exempt
Administrative Assistant	I-03	non-exempt
Administrative Specialist	I-05	non-exempt
Animal Control Officer	GF07	non-exempt
Applications Administrator	I-07	exempt
Arborist	N-5	non-exempt
Assistant Building Commissioner	10	exempt
Assistant Director of Aging Services/Counseling and Volunteers	11	exempt
Assistant Director of Aging Services/Programs and Transportation	10	exempt
Assistant Director of Assessing	9	exempt
Assistant Director of Building Maintenance	11	exempt
Assistant Director of Finance	13	exempt
Assistant Director of Human Resources	10	exempt
Assistant Director of Park & Recreation	11	exempt
Assistant Director of Public Health for Community & Environmental Health	11	exempt
Assistant Director of Public Health for Nursing & Behavioral Health	11	exempt
Assistant Director of Public Library	12	exempt
Assistant Director of Public Works/Operations	13	exempt
Assistant Fire Chief	Assistant Fire Chief	exempt
Assistant Fleet Supervisor	7	exempt
Assistant Library Director	12	exempt
Assistant Superintendent	9	exempt
Assistant Town Accountant	9	exempt
Assistant Town Clerk	6	exempt
Assistant Town Engineer	11	exempt
Assistant Town Planner	7	exempt
Assistant Treasurer/Collector	9	exempt
AutoCAD Technician	GF04	non-exempt
Building Commissioner	12	exempt

Building Maintenance Supervisor	9	exempt
Carpenter	B7	non-exempt
Chief Wastewater Operator	N-7	non-exempt
Children's Librarian	7	exempt
Children's Services Assistant	GT05	non-exempt
Civil Engineer	7	exempt
Clinician	I-07	exempt
Community Training Coordinator	7	exempt
Compliance Coordinator	6	exempt
Computer Operator	I-03	non-exempt
Conservation Manager	9	exempt
Conservation Specialist	I-06	non-exempt
Contract Administrator	8	exempt
Craftworker (Building Maintenance)	B4	non-exempt
Craftworker (DPW)	N-4	non-exempt
Custodian	B2	non-exempt
Deputy Fire Chief	F-4	non-exempt
Deputy Police Chief	14	exempt
Deputy Town Manager	16	exempt
Deputy Town Manager/Director of Finance	16	exempt
Director of Aging Services	13	exempt
Director of Assessing	12	exempt
Director of Building Maintenance	13	exempt
Director of Communications and Community Engagement	10	exempt
Director of Design and Construction	13	exempt
Director of Health and Human Services	14	exempt
Director of Human Resources	14	exempt
Director of Management Information Systems	14	exempt
Director of Park and Recreation	12	exempt
Director of Planning and Community Development	13	exempt
Director of Public Library	14	exempt
Director of Public Works	15	exempt
Director of Public Works Administration	12	exempt
Director of Streets and Transportation	12	exempt

Director of Youth and Family Services	12	exempt
Division Superintendent, Parks and Forestry	12	exempt
Division Superintendent, Solid Waste/Recycling	12	exempt
Division Superintendent, Water/Sewer	12	exempt
Economic Development Manager	9	exempt
Electrician	B7	non-exempt
Emergency Management Administrator	11	exempt
EMS Administrator	EMS Administrator	non-exempt
Engineering Aide	GF02	non-exempt
Engineering Technician	GF05	non-exempt
Environmental Health Agent	I-07	non-exempt
Equipment Mechanic	N-5	non-exempt
Field Assessor	I-06	non-exempt
Finance Assistant	I-04	non-exempt
Fire Business Manager	9	exempt
Fire Captain	F-3	non-exempt
Fire Chief	Contract	exempt
Fire Inspector	Fire Inspector	non-exempt
Fire Lieutenant	F-2	non-exempt
Firefighter	F-1	non-exempt
Fleet Supervisor	10	exempt
GIS/Database Administrator	I-07	exempt
Heavy Motor Equipment Operator (HMEO)	N-4	non-exempt
Human Resources Coordinator	GT05	non-exempt
Human Resources Operations and Benefits Administrator	7	exempt
HVAC Supervisor	9	exempt
HVAC Technician	B7	non-exempt
Inspector of Plumbing & Gas	GT07	non-exempt
Inspector of Wires	GT07	non-exempt
Laborer 2	N-2	non-exempt
Laborer 3	N-3	non-exempt
Library Assistant	GT03	non-exempt
Library Children's Supervisor	10	exempt
Library Circulation Supervisor	9	exempt

Library Director	14	exempt
Library Reference Supervisor	10	exempt
Library Technical Services Supervisor	10	exempt
Library Technology Specialist/Archivist	11	exempt
Local Building Inspector	GT06	non-exempt
Management Analyst	8	exempt
Master Mechanic	N-7	non-exempt
Network Manager	I-11	exempt
Office Assistant	I-02	non-exempt
Park Ranger	B3	non-exempt
Payroll Coordinator	I-06	non-exempt
Plumber	B7	non-exempt
Police Administrative Specialist	I-06	non-exempt
Police Chief	Contract	exempt
Police Lieutenant	P-3	non-exempt
Police Maintenance Assistant	GF03	non-exempt
Police Officer	P-1	non-exempt
Police Sergeant	P-2	non-exempt
Project Manager	10	exempt
Public Health Nurse	I-09	exempt
Public Safety Dispatch Supervisor	GF10	non-exempt
Public Safety Dispatcher	GF07	non-exempt
Public Works Inspector	N-6	non-exempt
Public Works Technician	N-5	non-exempt
Recreation Supervisor	I-08	non-exempt
Reference Librarian/Digital Media Specialist	7	exempt
Reference Librarian/Program Specialist	7	exempt
Reference Librarian/Young Adult	7	exempt
Retirement Administrator*	9	exempt
Retirement Assistant*	GT04	non-exempt
Scalehouse Attendant	N-4	non-exempt
Senior Administrative Coordinator	I-07	non-exempt
Senior AutoCAD Technician	GF06	non-exempt
Senior Custodian	B3	non-exempt

Senior Project Manager	12	exempt
SHINE Assistant Program Coordinator	GT07	non-exempt
SHINE Program Coordinator	GT08	non-exempt
Substance Use Prevention Program Coordinator	8	exempt
Support Services Manager	10	exempt
Survey Party Chief	GF06	non-exempt
Sustainability Manager	9	exempt
Technical Services Assistant	GT03	non-exempt
Technology Support Technician	I-06	non-exempt
Town Accountant	12	exempt
Town Engineer	13	exempt
Town Manager	Contract	exempt
Town Treasurer and Tax Collector	12	exempt
Transportation Coordinator	GT06	non-exempt
Traveling Meals Coordinator	GT05	non-exempt
Wastewater Operator	N-5	non-exempt
Water Treatment Facility Manager	10	exempt
Water Treatment Operator	N-5	non-exempt
Working Foreman	N-7	non-exempt
Zoning Specialist	GT06	non-exempt

*Needham Contributory Retirement Board position titles