<u>Large House Review (LHR) Committee</u> <u>Wednesday, May 21, 2025</u> 7:00 p.m.

<u>Charles River Room</u> <u>Public Services Administration Building, 500 Dedham Avenue, Needham, MA</u> <u>AND</u>

Virtual Meeting using Zoom

Meeting ID: 885 4714 5967 (Instructions for accessing below)

To view and participate in this virtual meeting on your phone, download the "Zoom Cloud Meetings" app in any app store or at www.zoom.us. At the above date and time, click on "Join a Meeting" and enter the following Meeting ID: 885 4714 5967

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Direct Link to meeting: https://needham-k12-ma-us.zoom.us/j/88547145967

- 1. Approval of meeting minutes.
- 2. Report to the Planning Board.
- 3. Share Identified LHR Group Member Goals from the April 7 meeting survey.
- 4. Review of Survey Results of Conforming Lots.
- 5. Review and Discussion: Schedule of Large House Review Committee through year end.
- 6. Review and Discussion: Draft agenda for June 9 Community meeting, community survey, and outreach protocol.
- 7. Update on RFPs.

LHR Committee Members:

Artie Crocker
Jeanne McKnight
Heidi Frail
Marianne Cooley
Planning Board Member / Planning Board Designee

Moe Handel Design Review Board Member / Design Review Board Designee
Tina Burgos Finance Committee Member / Finance Committee Designee

Nik Ligris Zoning Board of Appeals Member / Zoning Board of Appeals Designee

Bill Paulson Real Estate Broker appointed by the Planning Board

Paul McGovern
Oscar Mertz
Chris Cotter
Rob Dangle
Joe Matthews
Architect appointed by the Planning Board
At Large appointed by the Planning Board



1 2 **Large House Review (LHR) Committee Meeting Minutes Monday, March 31, 2025** 3 7:00 p.m. 4 5 6 **Committee Members Present:** 7 Artie Crocker Planning Board Member / Planning Board Designee (Co-Chair) 8 Moe Handel Design Review Board Member / Design Review Board Designee (Co-Chair) 9 Jeanne McKnight Planning Board Member / Planning Board Designee 10 Heidi Frail Select Board Member / Select Board Designee Bill Paulson Real Estate Broker appointed by the Planning Board 11 Paul McGovern Developer appointed by the Planning Board 12 13 Oscar Mertz Architect appointed by the Planning Board 14 Chris Cotter At Large appointed by the Planning Board 15 Rob Dangle At Large appointed by the Planning Board 16 Joe Matthews At Large appointed by the Planning Board 17 Ed Quinlan At Large appointed by the Planning Board 18 Tina Burgos Finance Committee Member / Finance Committee Designee 19 20 **Staff Present:** 21 Lee Newman, Director of Planning & Community Development 22 Alex Clee, Assistant Planner 23 Joe Prondak, Building Inspector 24 25 **Committee Members Absent:** Nik Ligris Zoning Board of Appeals Member / Zoning Board of Appeals Designee 26 27 Marianne Cooley Select Board Member / Select Board Designee 28 29 1. Approval of meeting minutes. 30 31 Upon motion duly made by Moe Handel and seconded by Jeanne McKnight, it was voted to 32 approve the meeting minutes. By roll call, the motion passed unanimously. 33 34 2. Report of Working Group on work program accomplishments from the past month. 35 36 It was noted that a new group of conforming lots will be presented at the next meeting. A second 37 tour and survey will then be completed. 38 39 3. Presentation of the Wellesley Large House Review Program by Tom Taylor, Wellesley 40 Planning Board member. 41 Mr. Mertz introduced the Chair of the Wellesley Planning Board, Tom Taylor. He reviewed the 42 43 baseline mansionization ordinance for the city of Los Angeles, which regulates the scale of new 44 construction in single-family residential neighborhoods. The ordinance encourages the retention

of existing homes and limits the size, height, and mass of new houses in order to encourage greater compatibility.

Tom Taylor explained that the Large House Review was created in 2007 due to concerns with the size of homes being built and the impact on neighborhoods. This included a definition of TLAG (Total Living Area + Garage) and its applicability. The review was updated in 2010 to redefine it to include finished area above ground. The changes at that time added attic space/mass if tall enough to be useful space, added a basement fraction if the basement was more than 25% above ground, and added drainage as a review standard. In 2017, the TLAG definition was adjusted to eliminate the 600 s.f. garage exemption. He asked if Wellesley could use the FAR ratio or another calculation to set a limit in order to avoid subjectivity, but it seems that Town Meeting wanted to allow property owners the opportunity to plead for unique situations if the result was deemed to meet the standards and "character." There are five districts in Wellesley that are applicable to the Large House Review.

For each Large House Review, the Planning Board assesses six broad criteria: preservation of landscape, scale of buildings, lighting, open space, drainage, and circulation. Applicants are expected to consider how their projects will impact the six criteria and discuss how they have designed the dwelling and site to minimize negative impacts on surroundings.

TLAG is a metric to try to gauge the mass of a structure and visual impact on a neighborhood. It includes first floor living space/volume, garage space, second floor living space/volume, third floor/attic volume (if 5' or more headroom), and a basement proportional to the amount of house exposed. The Building Inspector is a starting point for the analysis. If on a non-conforming lot, this is forwarded to the ZBA for review/approval of a Special Permit finding or variance. If the request is on a conforming lot and includes a one unit dwelling single residence and General Residence, or a two-unit dwelling or townhouse in General Residence and is above the TLAG threshold for the zoning district, then it will be sent to the Planning Board for a Large House Review. (LHR)

LHR also requires Design Review Board hearings, a Wetlands Commission review and Order of Conditions, if applicable, and a ZBA Special Permit or variance, if applicable. Waivers can be allowed for one or more of the criteria. LHR can be triggered if additions within three years of construction take the TLAG over the threshold. Building height must be 36' from the lower of either the average grade prior or the average grade new. There is no dispensation to encroach setbacks or other zoning rules. The Tree bylaw calculations and required payments not applied to LHR applications. LHR reviews trees in the entire property, not the "tree yard" (perimeter). Replacement DBH is generally expected, but the Board can approve a project with less, and discussion often focuses on saving high-value trees. Accessory dwelling unit (ADU) square footage is not exempted from TLAG applicability. Regarding drainage, there is a general expectation, but it is not specifically codified, that the house will capture and recirculate all or most of building and driveway stormwater.

Mr. Matthews noted that Needham has 70-80 teardowns per year. There could be 20-40 LHRs. He asked how long the review process takes. Mr. Taylor stated that there are five employees in the Planning Department and approximately half of all reviews are LHRs. Each typically runs 2-

3 meetings. These reviews can drag on for multiple meetings. Neighbors generally participate in each meeting. The Planning Board meets 2-3 times per month. 4. Oscar Mertz to share some details from Wellesley Large House examples. Mr. Mertz reviewed some Wellesley Large House examples. The Needham Large House list was reviewed using the Wellesley calculation. 5. Questions and Answers with Tom Taylor. Mr. Taylor explained that he believes the Wellesley LHR calculation is a bit complicated which can cause issues to arise. Overall, though, it is considered a positive thing by the Town. A concern of Wellesley is that there are no starter homes or smaller homes to downsize into. Mr. Crocker asked if environmental impacts are considered in the LHR process. Mr. Taylor noted that this does come up, but most applicants choose appropriate materials and seem cognizant of this. Mr. Crocker noted that he believes Needham needs a light bylaw. There was discussion regarding taking Wellesley's calculation and adapting it to fit Needham. Mr. Mathews noted that this Committee was formed in May 2024, and it should be working toward a time deadline. The group could work towards draft language to be considered for fall Town Meeting. Ms. Frail expressed concern with the public hearing process and there being enough public input prior to Town Meeting. There should be a schedule with goals that the Committee is working toward. Mr. Crocker agreed that October does not seem practical. The Committee needs to gather enough data to justify any conclusions. There was discussion regarding finding another town comparable to Needham to have a discussion on the process with. 6. May 2025 meeting schedule. The Committee agreed to meet on Wednesday, May 21st. Upon motion duly made by Heidi Frail and seconded by Oscar Mertz, it was voted to adjourn at 9:02 p.m. By roll call, the motion passed unanimously. Respectfully submitted, Kristan Patenaude



1 2 **Large House Review (LHR) Committee Meeting Minutes** Monday, April 7, 2025 3 7:00 p.m. 4 5 6 **Committee Members Present:** 7 Artie Crocker Planning Board Member / Planning Board Designee (Co-Chair) 8 Moe Handel Design Review Board Member / Design Review Board Designee (Co-Chair) 9 Bill Paulson Real Estate Broker appointed by the Planning Board 10 Paul McGovern Developer appointed by the Planning Board Oscar Mertz Architect appointed by the Planning Board 11 Rob Dangle At Large appointed by the Planning Board 12 13 Joe Matthews At Large appointed by the Planning Board 14 Ed Quinlan At Large appointed by the Planning Board 15 Marianne Cooley Select Board Member / Select Board Designee 16 Jeanne McKnight Planning Board Member / Planning Board Designee 17 18 **Staff Present:** 19 Lee Newman, Director of Planning & Community Development 20 Alex Clee, Assistant Planner 21 Joe Prondak, Building Inspector 22 23 **Committee Members Absent:** 24 Nik Ligris Zoning Board of Appeals Member / Zoning Board of Appeals Designee 25 Heidi Frail Select Board Member / Select Board Designee 26 Tina Burgos Finance Committee Member / Finance Committee Designee 27 Chris Cotter At Large appointed by the Planning Board 28 29 1. Approval of meeting minutes. 30 31 None at this time. 32 33 2. Presentation and Discussion Regarding Working Group Review of Existing House Build-out 34 on Conforming Lots. 35 36 Oscar Mertz explained that 17 single family house lots in the Single Family Residence B Zone 37 were discussed and analyzed. These houses range from 10,000 s.f. to 32,000 s.f. with most in the 38 10,000-16,000 s.f. range. These lots are all new construction lots. The early lots are close to the 39 38% FAR. The lots get to 36% FAR when the lots switch to 12,000 s.f. lots. The intention of the 40 study is to examine if the houses meet or exceed the sizing on the lot. There will likely be a drive 41 by survey of the houses for Committee members to complete. The Committee's feedback will be 42 used to consider what adjustments could be made to the bulk, massing, etc. of the examples in 43 order to change the perception the houses. There will be an outside consultant to help with this 44 modeling. This will help the Committee make determinations about the most effective tools for 45 measuring the examples.

Artie Crocker stated that the Planning Board would like to understand the implications of making any proposed adjustments and how those would affect the price and value of a home and of the surrounding neighborhood.

In reviewing the study analysis, it was noted that it seems lot coverage numbers could likely be cut back without impacting other factors. There seems to be a consensus developing within the Committee that FAR should consist of first, second, and third floors, including the garage. There was discussion regarding if garages contribute to the bulk of a structure. Controlling the mass/bulk should also consider the height of a structure.

3. Status update (where we've been and where we are).

Joe Matthews reviewed a status update. He noted that the Committee has not discussed much about trees, stormwater, or lot size. These may be concepts that are beyond the scope of the Committee at this time. Design rules have come up from time to time, especially regarding eves, but these do not seem to be actionable items at this point. Regarding dimensional regulations, setbacks have been mentioned but there have not yet been any clear ideas. The Committee has discussed height and lot coverage, though not yet come to exact percentages. Regarding FAR, there has been discussion regarding changing the definition to include at least the third floor and possibly the garage, and consideration of reducing the FAR limit. There could be a potential proposal to reduce the height limit to 32'6", and to require half stories to have a sloping roof on the sides. There is appetite on the Committee to reduce lot coverage, though there are not specific numbers for a recommendation at this time. There has been discussion regarding if the definition of all interior space with a clearance of 5' or greater counts toward FAR. It would appear that this is the case, as long as the space is habitable.

Joe Matthews summarized that the potential recommendations could include that third floor spaces with interior ceiling heights of 5' or greater and garages count towards the FAR, that the FAR limits be changed to allow only houses which are smaller than the current restrictions, that the FAR limits are changed to create less of a discrepancy between houses on lot sizes, that lot coverage limit be set to 22%-28% based on the lot size, that the height limit be reduced to 32'6", that half stories must have sloping roofs on the sides, and that setbacks remain unchanged or perhaps front setbacks are increased slightly for 100% new construction.

The group reviewed the ideas heard from Wellesley during its presentation from their representative.

4. Responses to the Question on Committee Work Program Outcome.

Alex Clee stated that she will send the compilation of responses to the Committee for review.

5. Report to the Planning Board.

90 It was noted that the Committee's work will need to be completed by mid-November/early 91 December in order for the Planning Board to proceed for an Annual Town Meeting. A

92	community meeting is planned for June 2 nd . The Committee reviewed the additional tentative
93	schedule for its process moving forward.
94	
95	There was discussion regarding how to advertise for the community meeting in June and if a
96	public survey would be useful. The Committee agreed to review a draft survey at its next
97	meeting.
98	
99	6. Schedule moving forward.
100	
101	As previously discussed.
102	
103	Upon motion duly made by Heidi Frail and seconded by Oscar Mertz, it was voted to adjourn at
104	8:47 p.m. By roll call, the motion passed unanimously.
105	
106	Respectfully submitted,
107	Kristan Patenaude

Preliminary Report - LHRSC

APRIL 2025

Dimensional regulations for consideration

- Floor Area Ratio change definition, reduce
- Garage include in FAR calculation
- Setbacks no consensus
- **Height limit** desire for lower height
- Lot coverage likely need to reduce
- **Design rules** possible design changes, but perhaps not within scope
- Lot size N/A
- **Tree by-law** N/A (other committee)
- **Stormwater/drainage regulation** N/A (other committee)

4.2.3 <u>Table of Regulations for Rural Residence-Conservation, Single Residence A, Single Residence B, and General Residence Districts, for Buildings and Structures Created Through New Construction on any Lot</u>

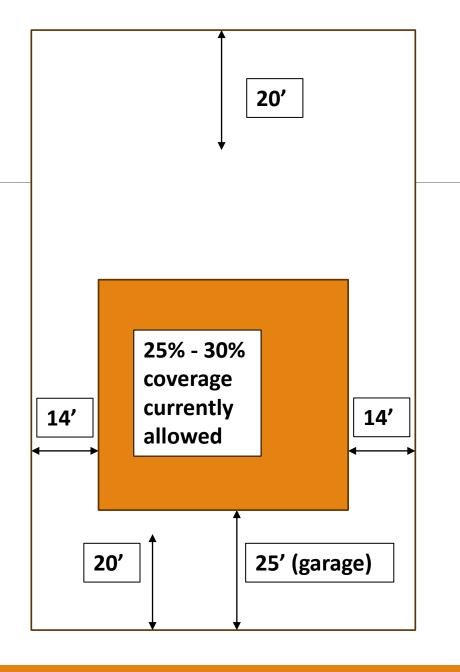
Except as otherwise provided in Section 4.2.4 for public, semi-public and institutional uses, no building or structure created through New Construction shall be constructed, altered, or relocated on any lot except in conformance with these regulations:

District	Min. Lot Area (sf)	Min. Frontage (ft)	Front Setback (ft)	Side Setback (ft)	Rear Setback (ft)	Max. Floor Area Ratio (F.A.R.)	Max. % Lot Coverage	Max. Stories	Max. Height (ft)
Rural Residence Conser- vation	43,560	150	50	25	25	NR	15%	2-1/2	35
Single Residence A	43,560	150	30	25	15	NR	NR	2-1/2	35
Single Residence B	10,000	80	20 (h) (i)	14 (a) (j)	20	.3638 (g)	25%-30% (b)	2-1/2	35 (e)(f)
General Residence	10,000	80	20 (h) (i)	14 (a) (j)	20	NR	30%-35% (c)	2-1/2	35 (e)(f)

Setbacks

- **Side setbacks:** Some interest; potentially tie side setbacks to lot frontage for new construction
- Front setbacks: some interest, but nothing definitive
- Back setbacks: desire for bigger backyards, but no specific ideas

•Note: 12' side yard setback for non-conforming lots.



Height limit

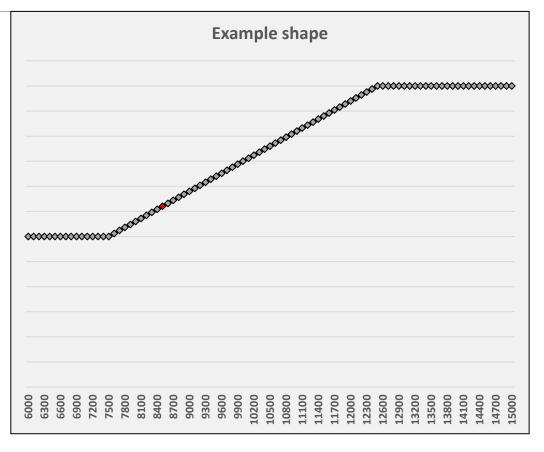
- Height limit: Clear interest in reducing height limit from 35' (current limit).
 - Reduction to 33' would have little functional impact on house. To 32'/31' begins to create some functional/design changes. Below that begins to prevent habitable third floor spaces.
- **Designs:** Interest in fixing definition of half story to ensure that sides have 2-story limit and/or sloping roofs. Flat roof third floors are limited to no more than half the size of second floor. (see sample house of undesirable design).
 - Some interest in controlling gables/dormers to reduce size perception of house
- Lot grading height changing/retaining walls: interest in more regulation of manipulation of finished grade height to create taller house.
 - However, can be addressed apart from dimensional regulations.

Lot coverage

- Some interest in reducing lot coverage given review of smaller lots. All the examples were well below the current coverage limit of 30% for lots under 12K, and below 25% for lots over 12K.
- Could be interest in reducing limits, particularly for the smaller lots, but will need to examine some houses on medium and larger lots.
- No specific numbers put out for a reduction.

Floor Area Ratio

- Apparent agreement on counting 3rd floor space
- Divided on whether to count basement. Could be a moot point regardless as "shape" of FAR limit is likely to be redone.
- Question: best way to count FAR?
 - Interior space of 5' or greater is done in several towns. Confirmed to be able to achieve goal.
 - Strong consideration to use Wellesley's definition (TLAG)
- The main question: where is the limit going to be?
- Example new curve. Includes minimum allowance at low end of lots and maximum allowance at higher end.
- More parity between smaller and larger lots.



Example showing sliding scale: house sizes related to lot sizes

Summary of LHR Considerations

Proposal

- 3rd floor space with interior ceiling height of 5' or greater and garages count towards FAR
- FAR limits changed to reduce the bulk of homes in comparison to what is allowed currently
- FAR limits changed using a measuring method that is graduated based on the actual size of the lot (house sizes to be more appropriately scaled to the size of the lot)
- Lot coverage limit reduced
- Height limit reduced Adjust maximum ridge height and refine definition of "half story" for sloping and flat roof house designs, particularly along the side elevations abutting neighbors
- Setbacks unchanged may have minor adjustment for new construction, potentially tied to frontage of the lot

Ideas from Wellesley

- The current approach is to have firm as-of-right limits for all lots. Wellesley introduces another option soft limits coupled with more permissive limits under a review process.
 - Working group did not favor the "tiered" approach of Wellesley's limits dimensional regulations like FAR should be tied to square footage of lot (similar concept to Concord).
- A Wellesley-like approach using a Large House Review process is time intensive, requiring hiring of additional staff and/or establishment of an appointed/elected entity to evaluate new construction.
- A process for evaluation would have to be created. Wellesley offers a blueprint, but there has not yet been a discussion on whether that was seen as desirable for Needham.
- Wellesley offers a successful example that controlled numbers and sizes of large homes on similar 10K and 15K lot districts similarities include lot sizes, strong property values, and community support for a LHR process.
- The downside is the increased complexity and need for additional staff and/or volunteers.

Research on recent construction

Large House Study - FAR Rules/Tests - Summary Houses <10,000 SF (Non-Conforming Lots) 3/26/2025

		51- 35	& ites		Livable Area	la de la la	Calculated Floor Area Ratio				Max Livable Floor Area (See Note 1)					
A	Lot Size	Lot Cov.	Lot Area		As Designed	FAR	Floor	Floor	Floor	Floor	Floor	Based O	n FAR	Based on	Based	On Lot
Address	SF	Limit %	Actual %	Floors	N.I. Garage	Limit	1,2	1,2,3	1,2,3,B	1,2,3,+G1	1,2 +G	Floor 1,2	,3,+G1	TLAG	Coveraç	ge Limit
House 1	7,000	30%	23.4%	2.5	5,458	38%	46.0%	62.4%	78.0%	62.4%	52.5%	3,750	-31.3%	4,368	6,895	26.3%
House 2	7,000	30%	24.1%	2.5	4,004	38%	37.9%	48.0%	57.2%	55.3%	45.2%	3,306	-17.4%	3,870	6,838	70.8%
House 3	7,274	30%	22.4%	2.0	3,759	38%	37.9%	37.9%	51.7%	37.9%	45.1%	3,767	0.2%	2,756	7,114	89.2%
House 4	7,353	30%	25.0%	2.5	4,245	38%	35.1%	41.4%	57.7%	49.2%	42.9%	3,992	-6.0%	3,620	7,148	68.4%
House 5	7,828	30%	24.8%	2.5	5,276	38%	38.0%	51.5%	67.4%	57.0%	43.5%	4,219	-20.0%	4,465	7,786	47.6%
House 6	8,159	30%	22.3%	2.5	4,857	38%	37.9%	49.8%	59.5%	55.5%	43.7%	3,895	-19.8%	4,532	8,097	66.7%
House 7	8,171	30%	21.7%	2.5	4,722	38%	37.4%	45.7%	57.8%	50.6%	42.3%	4,095	-13.3%	4,132	8,180	73.2%
House 8	8,250	30%	22.1%	2.5	4,962	38%	37.7%	48.0%	60.1%	54.5%	44.2%	4,135	-16.7%	4,495	8,130	63.8%
House 9	9,191	30%	24.4%	2.5	5,858	38%	37.6%	49.8%	63.7%	56.0%	43.8%	4,776	-18.5%	5,148	9,078	55.0%
House 10	9,801	30%	23.1%	2.5	6,417	38%	37.7%	53.3%	65.5%	58.1%	42.4%	4,914	-23.4%	5,692	9,826	53.1%
House 11	9,953	30%	20.1%	2.5	5,349	38%	31.1%	40.9%	53.7%	46.3%	36.5%	5,063	-5.3%	4,604	9,915	85.4%
House 12	7,932	30%	22.2%	2.0	4,023	38%	38.7%	38.7%	50.7%	44.6%	44.6%	3,968	-1.4%	3,539	7,859	95.3%
House 13	8,300	30%	23.1%	2.5	5,360	38%	38.4%	49.7%	64.6%	55.3%	44.1%	4,392	-18.1%	4,593	8,244	53.8%
House 14	7,000	30%	24.9%	2.5	5,081	38%	40.3%	61.1%	72.6%	68.1%	47.4%	3,466	-31.8%	4,770	6,855	34.9%
House 15	8,844	30%	21.3%	2.5	4,713	38%	33.8%	39.3%	53.3%	44.7%	39.2%	4,598	-2.4%	3,950	8,812	87.0%
			23.0%	Ave	4,939	Ave	S. Marie	1			Ave.=	4,156	-15.9%	4,302	8,052	63.0%

 Bylaw Requirements

 X = FAR Changeover
 12,000
 SF

 FAR for lot < X</td>
 38%

 FAR for lot >= X
 36%

 Lot Coverage Limit when < X</td>
 30%

 Lot Coverage Limit when >= X
 25%

= Adjustable for Testing alternate values

Note 1: Includes livable area on ALL floors, not including garage (typ of R.E. Listing)

TLAG = 1+2+3+G but NI B

Real Estate Research Goals

We are performing a value analysis to understand how potential changes in the zoning code affect anticipated selling prices of existing smaller homes. This includes a review of smaller homes that were sold to a developer and torn down as well as smaller homes sold to homeowners who have remained in the current structure. The intent is to understand the impact to prospective sellers if developers are restricted on the proposed house size and what magnitude, if any, that changes the current market value of the house.

Schedule and next steps

- April/May Meet with Planning Board, discuss how to update Town Meeting
- June 2025 first community meeting primarily for listening and collecting concerns
- **Summer 2025** LHRSC continues to meet to research and refine
- September 2025 second community meeting to present initial proposal and collect feedback
- Fall 2025 Integrate feedback for final proposals
- November 2025 third community meeting to present final LHR proposal
- November/December 2025 hand-off to Planning Board

What are 3 outcomes you hope to see come from this work?

- Committee agrees to present a warrant article to count all attic areas above 5
 feet in height in floor area for calculating ratio of floor area to lot area (FAR),
 regardless of whether there is a staircase, perhaps recommending a slight
 increase in FAR.
- 2. Committee further studies basements to determine what basement elevations should trigger counting the floor area of the basement for calculating FAR and whether any basement area should not count (e.g., utility area not exceeding X square feet) and presents a warrant article to count non-utility area of basements that exceed a certain elevation, perhaps recommending a slight increase in FAR.
- 3. Committee revisits the rules requiring front-facing garages to be set back farther from the front lot line than the house facade, examining recent-years teardowns/rebuilds to determine whether developers are simply moving the entire house back beyond the garage-setback distance, so the garage is set back the same distance as the house façade, or even protrudes out from the front façade, and if so, Committee agrees to present a warrant article changing the wording of the garage-setback rule.
 - 1. Develop a report on fiscal impacts of the recommendations of the committee.
- 2. Determine FAR and what should be included in dimensions.
- 3. Analyze current zoning regulations to see where reasonable changes can be made (to include public input).

- 1. Clearly defined information about what our peer towns are doing.
- 2. Clearly defined objective for what we want as a town.
- 3. Clear first incremental change to the zoning to move us as a town toward that objective.
- 1. A bylaw that will help maintain the character of a neighborhood.
- 2. A reduction in home sizes commensurate with the neighborhood, including height, setbacks, FAR/Bulk, and lot coverage.
- 3. A clear pathway to success at Town Meeting, going through the Planning Board, which will have a meaningful change in the home sizes.
- 1. I would like the mass of new houses to be "less than" it is today particularly on smaller lots.
- 2. I am less likely inclined to regulate 1 acre zoned lots other than, perhaps, to mandate setbacks
- 3. I believe that non-conforming lots should not have relaxed set backs.

What are 3 outcomes you hope to see come from this work?

- To study a good sampling of new homes in Needham to be able to understand and convey what methods Needham should implement to fairly measure the size (bulk) of new homes being constructed so a new home is appropriately scaled to the size of the lot. (Bigger homes on bigger lots)
- 2. To understand and convey to the Needham community what other towns are doing to address the size of new home construction in their towns.
- 3. To understand and convey to the Needham community what general impact changes to measuring the size of new homes might have on the real estate values for our homeowners.

- 1. A reduction in annual teardown projects by at least one-third.
- 2. When teardown projects occur and new houses are built, they are noticeably smaller than current new construction.
- 3. A shift in the balance of real estate listings away from \$3 million+ to \$1-1.5 million.

- 1. Simple, descriptive change to home massing calculation/definition
- 2. Broad public process
- 3. Well curated list of future/related work to be considered
- 1. I'd like to see a recommendation that takes into account all aspects; neighborhood feel, economics for starter homes, economics for folks selling houses, environmental issues, etc. and find a solution that blends all concerns together.
- 2. I'd like the recommendation to be based on facts with data to back up the recommendation, not just feelings or personal goals.
- 3. I'd like the zoning bylaws to be clear and easy for anyone to understand, even if they are not used to reading zoning bylaws.
 - 1. The committee should determine what the primary drivers of public dissatisfaction with "large houses" are.
 - 2. The committee should propose alternatives for mitigating the factors that lead to the perceived public disaffection about the phenomenon are.
 - 3. The committee should recommend practical means of getting neighborhood input when proposed new houses exceed neighborhood characteristics.
 - 4. Anything that can encourage the preservation of existing homes would be value added to our report/policy recommendations.

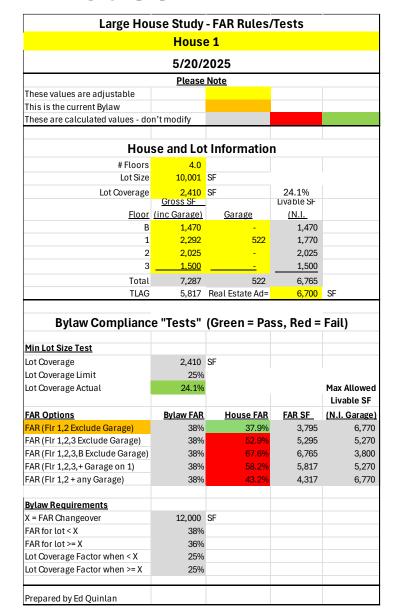
Large House Study - FAR Rules/Tests - Summary Houses >10,000 SF (Conforming Lots) 5/20/2025

				Livable Area		I	ated Floor a Ratio	Max Livable Floor Area (See Note 1) Similar to MLS Listing			
Address	Lot Size SF	Lot Area Limit %	Lot Area Actual %	As Designed N.I. Garage	FAR Limit	Floor 1,2	Floor 1,2,3,+G1	Based On FAR Floor 1,2,3,+G1	Based On Lot Coverage Limit		
House 1	10,001	25%	24.1%	6,765	38%	37.9%	58.2%	5,270	7,018		
House 2	10,001	25%	23.5%	6,525	38%	37.8%	56.2%	5,200	6,941		
House 3	10,001	25%	24.3%	6,151	38%	37.9%	50.7%	5,411	6,316		
House 4	10,061	25%	24.7%	5,851	38%	37.5%	51.5%	5,048	5,922		
House 5	10,045	25%	24.4%	4,982	38%	31.9%	40.1%	5,267	5,105		
House 6	10,149	25%	22.7%	6,092	38%	35.8%	49.0%	5,566	6,709		
House 7	10,568	25%	24.3%	6,351	38%	37.9%	51.9%	5,486	6,534		
House 8	10,785	25%	24.5%	6,588	38%	37.9%	50.6%	5,700	6,722		
House 9	10,877	25%	22.3%	6,521	38%	36.8%	46.4%	6,119	7,311		
House 10	11,761	25%	22.6%	6,687	38%	35.3%	49.2%	5,981	7,397		
House 11	12,092	25%	21.7%	6,547	36%	35.8%	47.3%	5,748	7,543		
House 12	12,615	25%	16.2%	5,146	36%	26.9%	35.1%	5,776	7,941		
House 13	12,932	25%	19.9%	5,798	36%	30.9%	39.0%	5,990	7,284		
House 14	14,326	25%	19.6%	7,268	36%	32.8%	37.7%	7,021	9,270		
House 15	14,314	25%	26.0%	7,225	36%	35.1%	44.9%	6,548	6,947		
House 16	16,406	25%	22.8%	8,936	36%	34.7%	38.0%	9,145	9,798		
			22.7%	6,465	Ave			5,955	7,172		

Note 1: Includes area on ALL floors, not including garage (typ of Real Estate Listing)

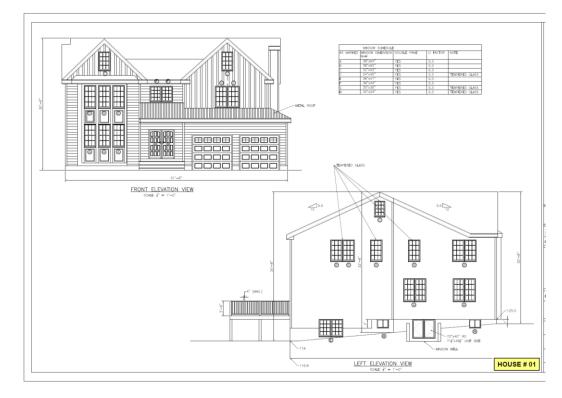
Bylaw Requirements		
X = FAR Changeover	12,000	
FAR for lot < X	38%	
FAR for lot >= X	36%	
Lot Coverage Limit	25%	SRB Lot Coverage Limit = 25% when lot > 7,500 SF
	25%	

= Adjustable for Testing alternate values

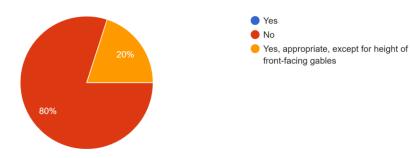






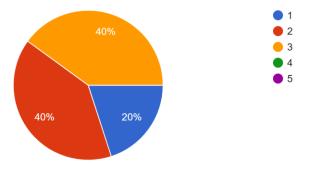


Does this house feel like an appropriate size ? 5 responses

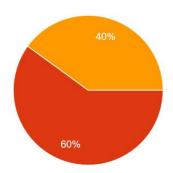


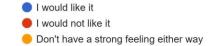
Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

5 responses



How would you like to live next to / across the street from the house? $^{\rm 5\,responses}$





What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

1. All high 2-story eaves. 2. Minor side setbacks on both sides are ineffective and are invisible with "continuous" side gable elevation view. 3. Seems tall at two front facing gables.

Too big too tall

Too large for the nearby homes. Busy one sided street. Unimaginative design

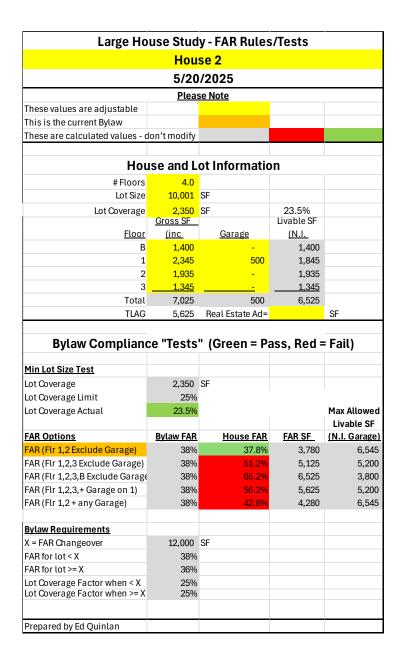
This one towers over neighbors

Presents with the third floor at the street

Slope lot? Whoever is behind them just fell really swamped

Will be curious if this 3rd floor is greater than 50% of first floor

- 1. Lot slopes down, so much of basement level is above ground, though not on front side positive.
- 2. Front-facing garage is @ same setback as front facade, with recessed entry door neutral.
- 3. Front gables and gables on each side appear tall negative.



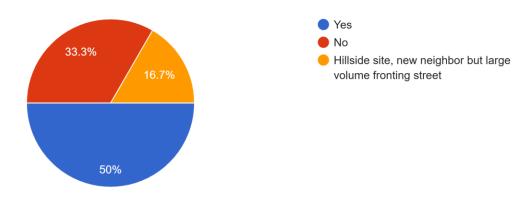




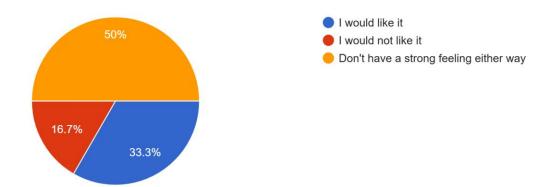


Does this house feel like an appropriate size ?

6 responses

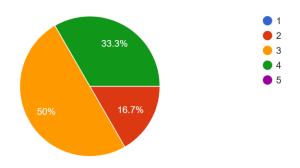


How would you like to live next to / across the street from the house? 6 responses



Rank each house from 1 to 5 $\,$ (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

6 responses



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

Too late for this street.

- 1. Two front-facing gables make the house appear too tall, and the lot slopes down on the right, so the gable facing right appears very tall negative
- 2. Garage is at same setback as front facade, with porch set back about 2 feet between porches and front facade; porch extends out another 2 feet or so, which gives a welcoming appearance neutral.
- 3. A third parking space is paved to the left of the garages negative.

Broke up front but height seems maximized, big house next door

1. Seems deep on the lot with small backyard. 2. Tight site makes house double gables seem tall

Good side set balls

Height send reasonable at street - don't really see this story

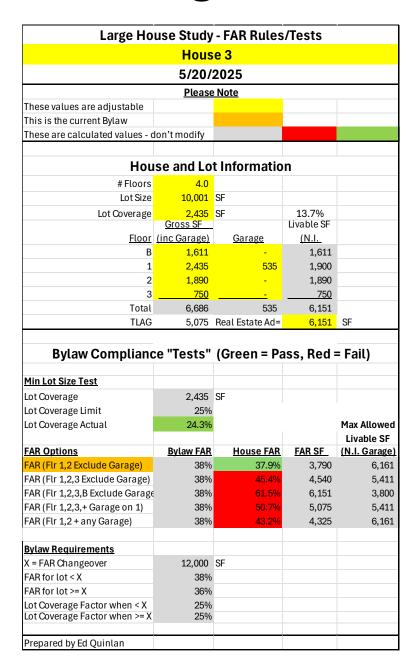
There is some yard left

Ok

Anything else you think we should be considering?

One medium-size tree was saved in front; otherwise not much landscaping.

They played with garage elevation to skirt the setback rule for 2 story garage wall



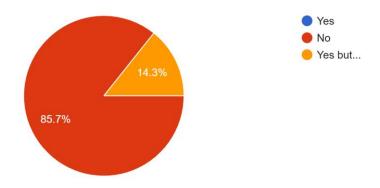






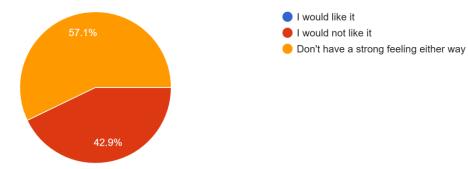
Does this house feel like an appropriate size?

7 responses



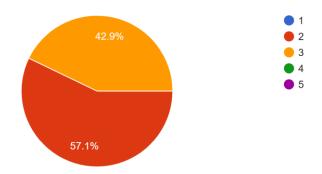
How would you like to live next to / across the street from the house?

7 responses



Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

7 responses



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

Towers over everything After has height although most of 3rd floor set farther back These houses are all so deep

Raised up from street so very tall, large gable on side, tweaked second floor over garage to avoid setback requirement

Large houses dotting here and there. Seems too high, even for its size. Raised front of lot- wall

Fills the lot. Big second floor with all rooflines starting above that. Next to another large home.

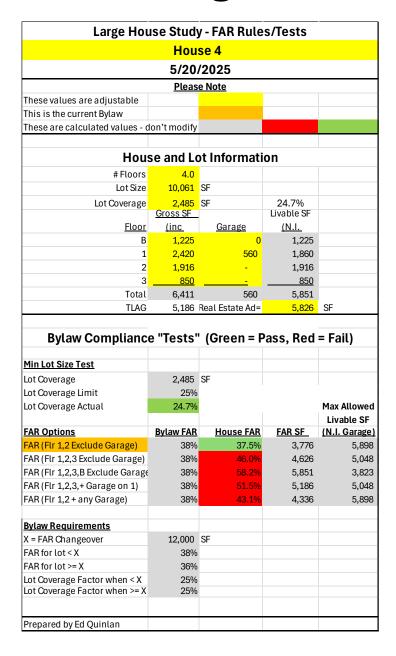
Too big, too tall, minimal yard

- 1. The house appears very tall from the front, but the site is elevated from the street, so that is a factor neutral.
- 2. Garage is at the same setback as the front facade, but between the garage and the facade is a welcoming porch, also garage is at a slightly lower elevation and is a dark color making it recede visually neutral
- 3. Basement is only slightly above finished grade positive.
- 1. Seems to overwhelm the frontage and the depth.
- 2. Full 2-story volume of house is bulky.
- 3. Seems to not leave much for yard

Anything else you think we should be considering?

New construction next door helps mitigate impct

Small tree planted in front yard - hope it grows; nice stone wall along sidewalk.







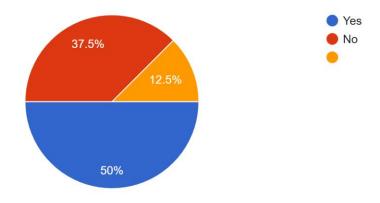


FRONT ELEVATION

HOUSE # 04

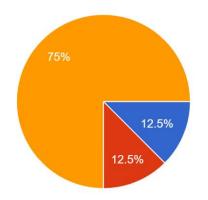
Does this house feel like an appropriate size?

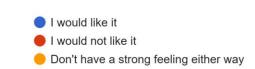
8 responses



How would you like to live next to / across the street from the house?

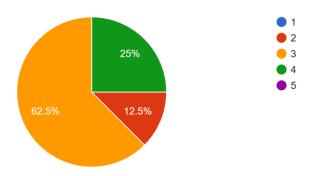
8 responses





Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

8 responses



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

House doesn't stick out given the diversity if sizes nearby. Color helps it fit in better.

- 1. Gables on front and on right side make it appear tall negative.
- 2. Garage is about 3 feet forward from front facade & doorway is set back even farther (6 feet or so) giving the house an unwelcoming appearance negative.
- 3. Front yard has too much paving with 2-car garage apron & 3rd parking space negative.

Not overly oppressive compared to other houses. House up the road at [address] appeared larger. Rooflines along road seemed shorter than other houses possibly making it feel like it fit better into the neighborhood.

Too big, too tall

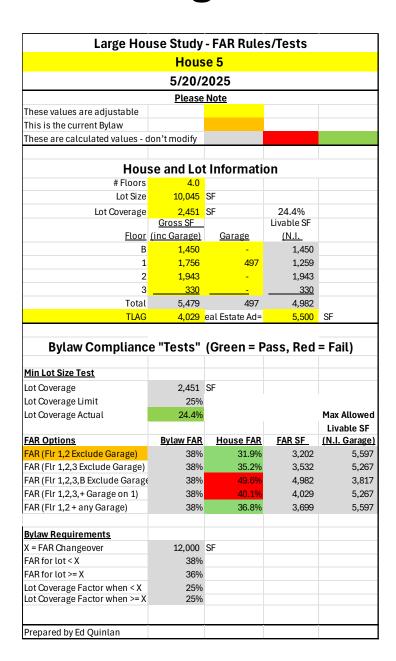
- 1. Feels bulky even with different roof heights.
- 2. Not a lot of yard left.
- 1. Half walls on story over garage moderates impact. Only a small one story portion of house at side setback on left. Sure slips down from left to right so installed small retaining wall to level lot some which impacts neighbor to right

On a hill, but doesn't feel crazy though at street Can't tell how much yard 3rd floor towards the back

Nice looking home. Has natural evergreen border on left. Small yard in back.

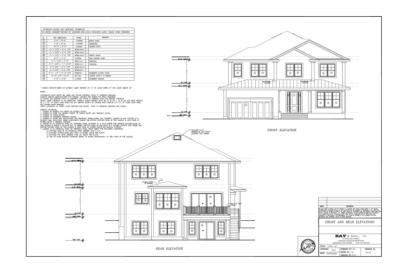
Anything else you think we should be considering?

No tree saved in front.





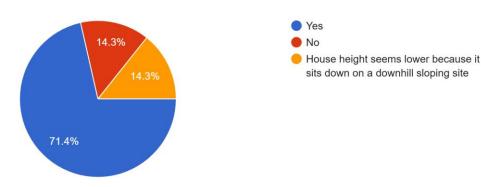






Does this house feel like an appropriate size?

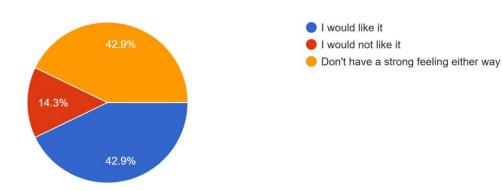
7 responses

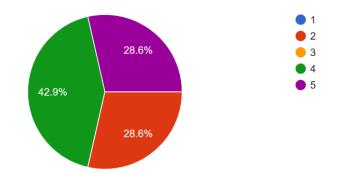


Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

7 responses







What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

No third floor. Garage prominent towards the front. Low profile roof lines.

ok

Downhill slope helps Is there even a third floor? This may be as good as it gets Still don't love forward garage

- 1. The lower front roof helps reduce the sense of building height.
- 2. However, site is sloping downhill so houses sits lower relative to street.
- 3. Large tall volume toward backyard seems pretty overwhelming to downhill neighbors, volume could step down with hill?

- 1. Third floor gable is very low with no window; lot slopes down to rear, but gable on right down-sloping side is low with no window (no window on left side also) positive.
- 2. Garage appears to be about 4 feet out from front facade, but it appears to be 1 1/2 wide, not 2-car; also front-sloping roof above garage and porch is @ 1st floor height, with 2nd floor set back, minimizing impact of jutting out garage; also, no 3rd paved parking space neutral.

Too big for the lot and dwarfs the adjacent 2 homes

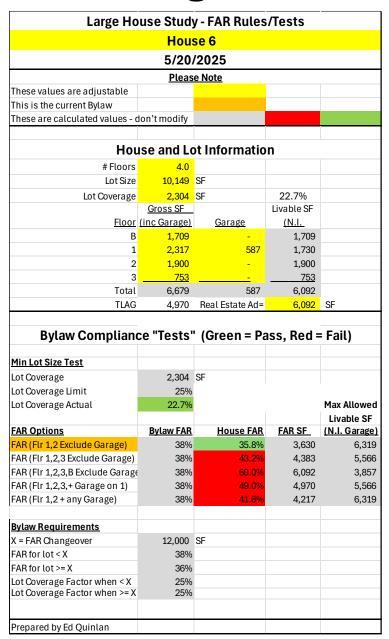
Single story garage at front and side is good. Hip roof lowers the scale. Does seem to crowd side setback

Anything else you think we should be considering?

Looks bulky but appropriate.

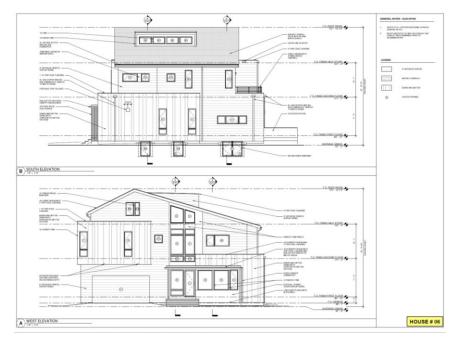
Maybe volume should step downhill with site to avoid very tall volume to the backyard and to view from the downhill neighbors

No trees and minimal landscaping in front.





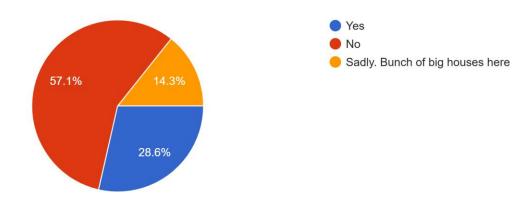




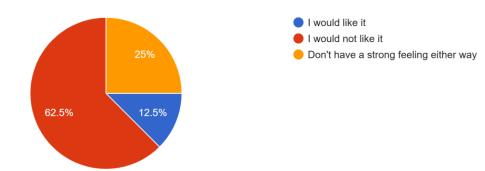


Does this house feel like an appropriate size?

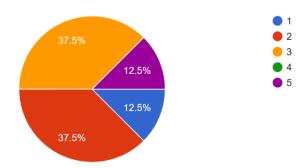
7 responses



How would you like to live next to / across the street from the house? 8 responses



Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

Feels like it is not honoring front setback 3 stories at street This must be JUST confirming? No yard left

Very close to road. Talk with third floor and large vertical faces. Close to side road as well. Seemingly a high lot coverage. Feels bigger than house right next door but hat is new as peak is larger and closer to the road

- Contemporary design differs from other houses in the neighborhood, but size & height appears to be the same (teardown/reconstructed houses appear to be the predominant use in the neighborhood with only a few small Post-war ranch houses left).
- 2. The garage is unobtrusive set back about 6 feet from the front facade.

There is more 2nd floor bulk than 1st floor bulk. It is on a curve which makes it feel bigger. Surrounded by other new construction style homes. This one is modern style.

Street face very tall single mass, few windows on right side

1. Feels like a big volume bulk. 2. Single unifying roof reinforces this impression.

Street already consisted of large houses. Styled in an unusual way. Appears very close to street Z(one corner near garage)

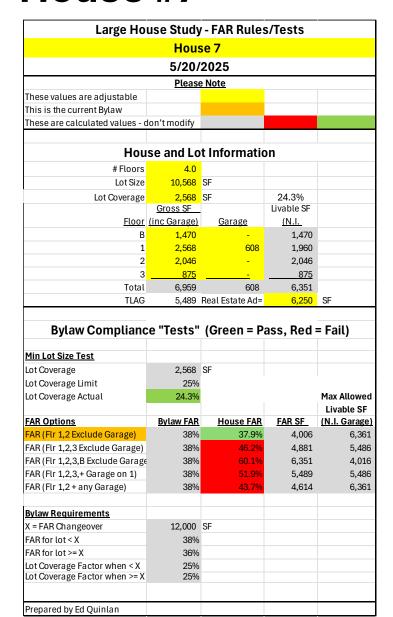
Too much of lot covered

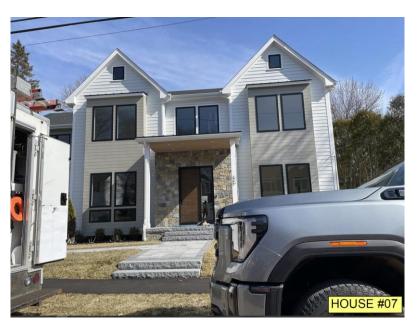
Anything else you think we should be considering?

Corner lot, so only one side yard on right. Two trees were saved to the left of the new house abutting the side street.

Atypical styling may be a factor

Certainly grabs one's notice.

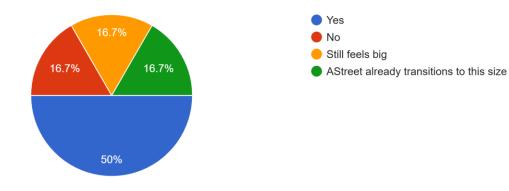




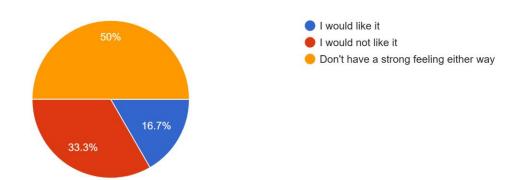




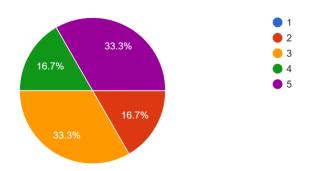
Does this house feel like an appropriate size ? 6 responses



How would you like to live next to / across the street from the house? 6 responses



Rank each house from 1 to 5 $\,$ (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

1. Double-gable frontage seems tall. 2. House 2-story volume is emphasized by consistent roof eave height at second floor

- Two front-facing gables don't seem too high (each has a small window); gable on right doesn't seem too high (has one large double-paned window); double (one on top of the other) gables on left are not too high (no windows) - positive.
- 2. Garage is set back about 3 feet from front facade, but the 2nd floor facade is set back from the garage, so that makes the garage part of the house seem smaller; there is a 3rd paved parking space set up as a basketball play area; the porch in the middle of the front facade extends forward about 6 feet and has a contemporary feel to it positive.
- 3. The lot is flat and there are no basement windows visible from the front or sides (one well lets in some light to the basement) positive.

Seems really close to the street, garage single story at front and side is good .

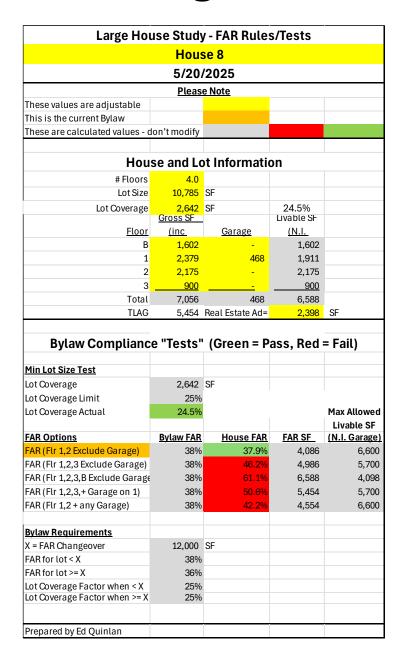
Still taller than other rebuilt houses at the street Setback on garage helps Some yard left Setback feels tight to the left of house

Same stale vernacular.

Anything else you think we should be considering?

One little tree in front appears to have been recently planted.

Neighborhood has already had a number of new houses





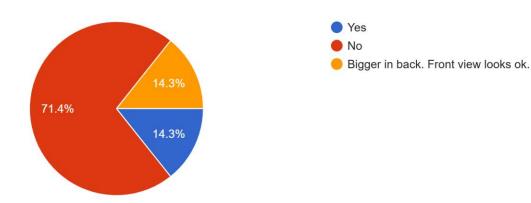




FRONT ELEVATION

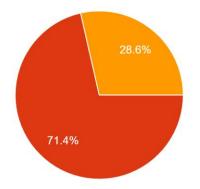
Does this house feel like an appropriate size ?

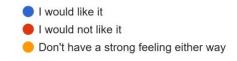
7 responses



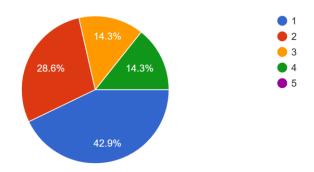
How would you like to live next to / across the street from the house?

7 responses





Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

Looks to have a big back yard. First new homes in this stretch so it feels out of place. Good space between homes.

- 1. Seems to overwhelm small frontage and site.
- 2. Double gable front seems tall.
- 3. Not much yard

Vertical emphasis makes it seem taller, on a flat lot. Large front to back gable goes end to end so large box. In spite of garage roof starting at second floor line it is still large wall at street

Way too big for the street, Too much impervious surface, ugly too

Too big relative to neighbors

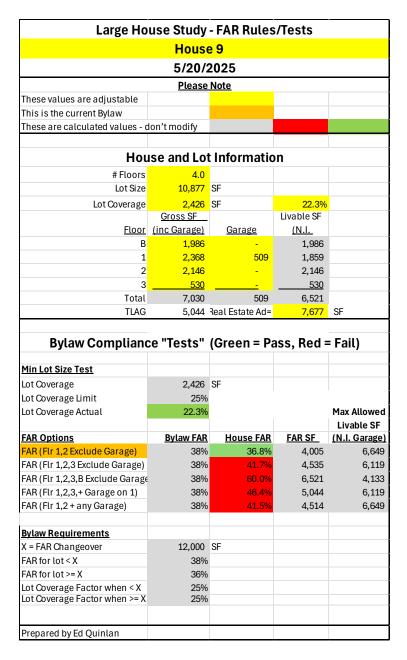
Front forward garage, but smaller above 3rd story more broken up Looks like there's some yard.

- 1. 3 gable peaks in the front make the house appear too tall, although side gables on right and left look like the same height as front gables, but are not as steeply angled negative.
- Garage is snout-out about 8 feet from the front facade and garage and sides of house are colored white, but front facade is dark grey - house has no curb appeal negative.
- 3. The basement is below grade with window wells on left, window well and stair well on right neutral.

Anything else you think we should be considering?

Neighborhood has a lot of other new houses down the street, this one in a nest of older smaller homes

A 3rd parking area is paved to the left of the garage, which makes the front yard 2/3 paved area.

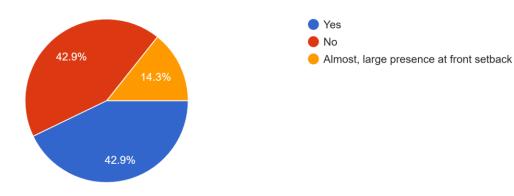






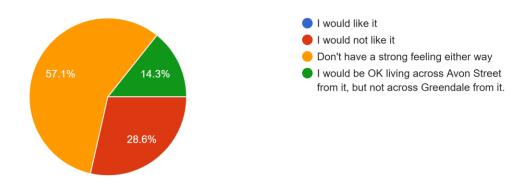
Does this house feel like an appropriate size?

7 responses

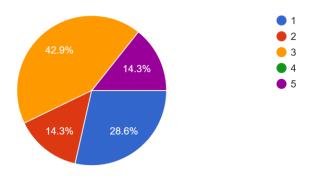


How would you like to live next to $\!\!\!/$ across the street from the house?

7 responses



Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

1. Corner site seems less crowded. 2. Lower roof helps building feel less tall

Huge covered rear patio adds to volume, side to side slope so they set garage at high side and fill at low side so bigger impact at low side. Housed turned to side street

This house is now facing in [a different street]. Am I at the right house? It is downhill from other homes which saves it from towering over them Height is farther back from the street

Turned it so it will now have an [a different street] address. Fills lot. Again, outdoor room takes up large chuck of small yard space.

Way too big for lot and neighbors

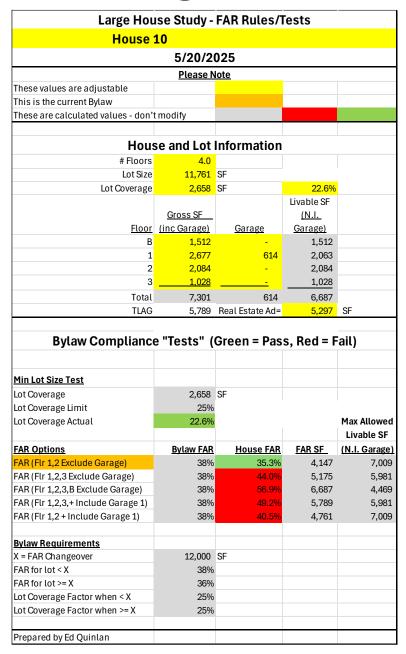
Does no longer front on Greendale. Looms over Greendale. Made worse by white vinyl fence.

- 1. 3 gables on front look OK positive.
- 2. The garage is set back about 1 foot from the front facade (the garage front is still unfinished, but it appears to be only one car wide) neutral.

Anything else you think we should be considering?

Fewer homes rebuilt right here

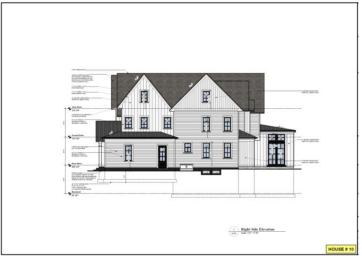
This house frontage is now oriented toward [a different street] rather than [original street] and along the [original street] frontage is an ugly board fence.





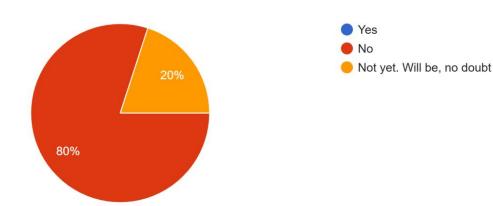




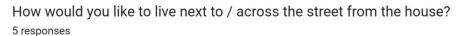


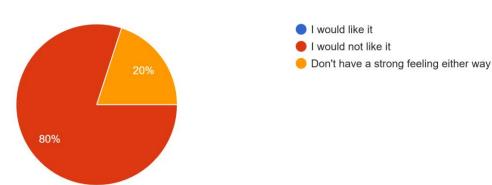
Does this house feel like an appropriate size?

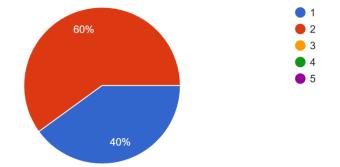
5 responses



Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)







What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

1. Very tall and deep bulky volume. 2. Back yard very small w retaining wall into hillside. 3. 2-story volume dominates even with minimal lower roof accent over garage

- The site slopes up and 2 steep front-facing gables, each with a small window (plus one small front-facing gable with 2 windows) make the house appear too tall; both left and right sides of the house have tall attic gables (gable extends across the entire width of the roof) negative.
- 2. The garage is snout-out about 5 feet from the front facade (but good that welcoming porch extends about 2 feet out from garage frontage); a third parking space is paved (with attractive cement blocks) generally negative.
- 3. Basement windows on left extend about 2 feet above grade with window wells for light neutral.

Small back yard. Multiple side to side peaks makes it look like kind of like two homes.

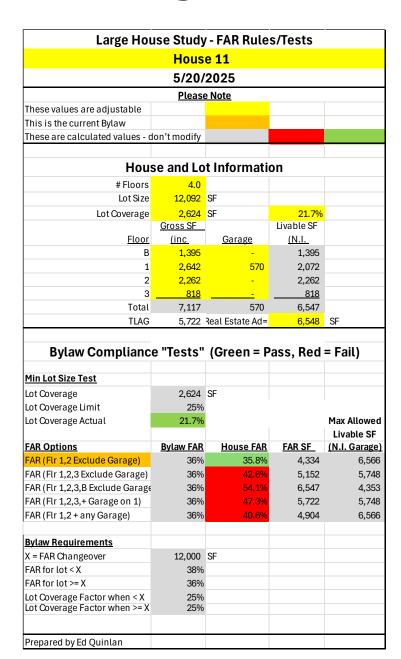
This swamped houses near it Very tall at street Also lots of depth on lot taken by the house

Across from a school so no neighboring houses across the street. Cole does not help

Anything else you think we should be considering?

Need to acknowledge natural site contours and need to figure out how to review/allow what is appropriate to manipulate with retaining walls to make a flat site for house and yard.

This neighborhood is still mostly small postwar houses. There are no trees visible on the site and more than half of the front yard is paved.



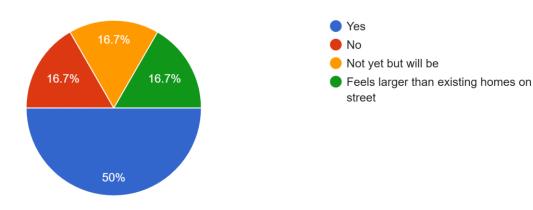




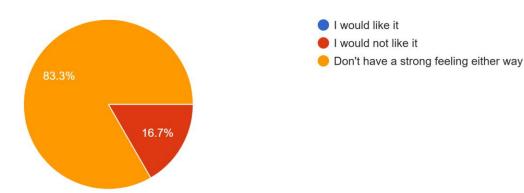


Does this house feel like an appropriate size?

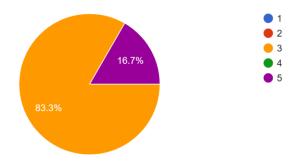
6 responses



How would you like to live next to / across the street from the house? 6 responses



Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

- 1. 3 small front-facing gables on the 3rd floor don't appear too tall, each has a window, and they are set in a gable that extends from right facade to left facade with 2 side-by-side windows at each end positive.
- 2. Garage extends about 4 feet out from front facade with a shallow front-facing gable on top of the garage; to the left of the garage is a porch extending the rest of the way across the front, with the front door set in about 3 feet from the front facade and a shallow downwardsloping roof over the porch - a welcoming design positive.
- 3. The second and third floors of the house, viewed from the front, are set back from the garage and porch in such a manner that the house does not appear tall, as it would if these stories were right above the garage and porch positive.

Single story garage face. , dormers are large sidewall broken up well

- 1. Lower roof of garage and porch along frontage help the house scale feel more in keeping with neighborhood smaller houses.
- 2. The house volume is not as bulky because one side longer than the other (L shape plan).
- 3. The house volume is still a continuous volume w 2-story roof, but gable faces are to the side should check actual height at ridge maybe lowering max ht would help here

Close to [major street]. One of first on this block

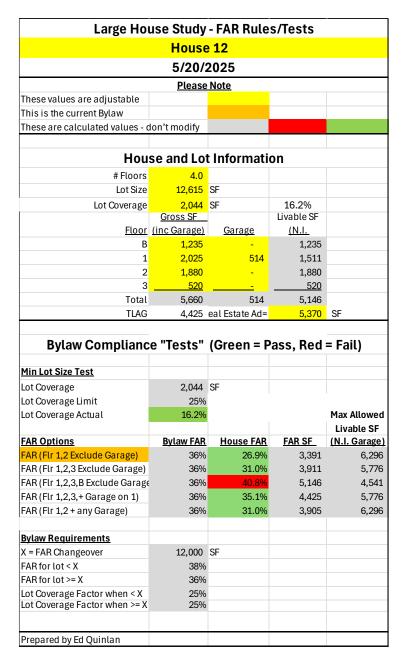
Too tall too massive

Forward garage
Can see third story from street
Feels close to street than others
Good side setbacks and looks like a deep lot

Anything else you think we should be considering?

There is no extra paved parking space beyond the garage apron, no trees in the front yard, but one large tree on the left side of the house, visible from the front.

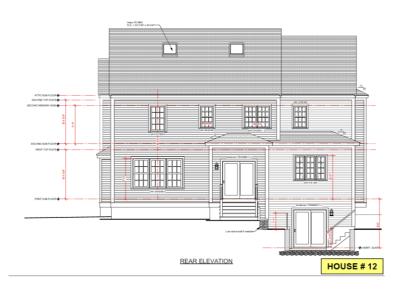
Should check actual height at ridge - maybe lowering max ht would help on the side facing gables.





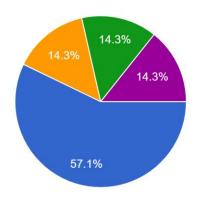






Does this house feel like an appropriate size?

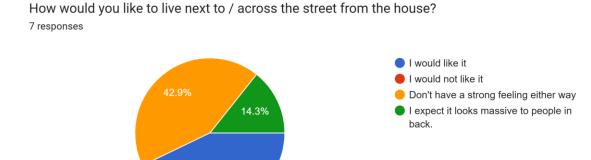
7 responses

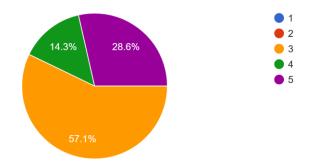




- It appears to be appropriate size w site
 @ lower elevation from street.
- The house seems lower from street because the site slopes downhill
- Ok in front. Back is very large. Land slopes down from street.

Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)





What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

Lowered from street line due to sloping site, not long sidewalk, kneewall height on story over garage

- 1. Gables look OK from front not too tall, but side gables on each side are taller neutral.
- 2. Garage is about 4 feet out from front facade, but a welcoming porch extends about 2 feet out from garage neutral.
- 3. Site slopes downhill with elevated patio at rear (small yard due to steep slope); there are no basement windows on front or on right side (1 on left side toward rear); there is a walk-out basement accessed from rear neutral.

House is bulky but has some lower roof (eave) heights, and volume / roof visual break up to try to reduce perceived bulk

Tucked in as lot is below street level. Neutral color. Mixed size neighborhood

Too tall

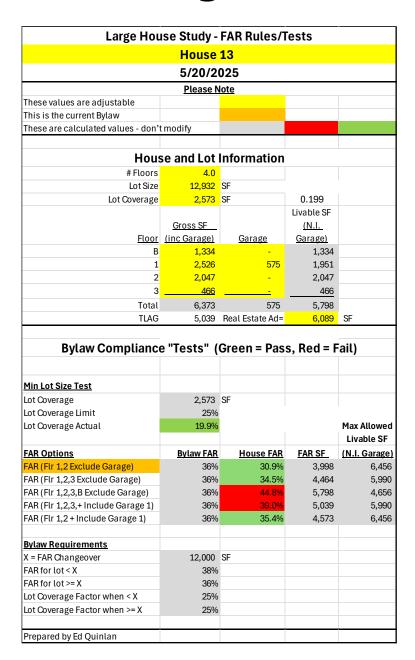
Downhill helps Does not appear super deep Works at the street

Bulk is mostly in back. Lots of rooflines in all directions in front. Wonder about height in back.

Anything else you think we should be considering?

60s colonial's on each side with single story garage or porch on sideline so house seems a little tall

The neighborhood has many similar large houses that appear new and a few remaining post-war smaller houses.



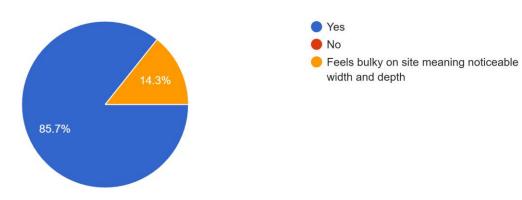






Does this house feel like an appropriate size?

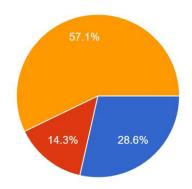
7 responses

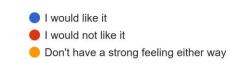


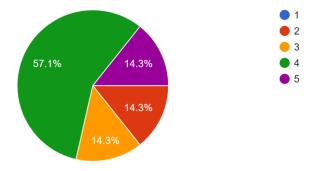
Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

7 responses

How would you like to live next to / across the street from the house?







What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

- 1. Front facade doesn't appear too tall, notwithstanding front-facing gable on 2nd floor and three front-facing gables on 3rd floor, but 3rd floor gable on left side abutting [address] seems tall neutral.
- 2. Snout-out garage protrudes about 8 feet from front facade negative.
- 3. Appears to have no above-ground basement space positive.

Driveway so far forward is odd, but with the rest of the house set back it didn't seem as large. Garage setback still further than other houses.

Does not respect the house setbacks of the neighbors - sets forward a number of feet and breaks the communal line. This is something to address with a special bylaw - create an exception to override the allowable zoning setback to respect special setback alignments for a particular street/neighborhood.

Garage forward not my thing It presents smaller at the street, then goes away back 3rd floor away set back Side set backs could be more

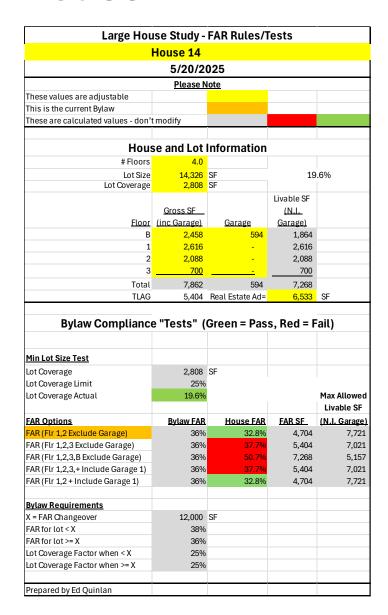
Garage forward intrudes into average set back, busy street with large lots. Image from the street typical

Arch attractive

Arch attractive, tall compared to neighbors

Anything else you think we should be considering?

The site has no trees in front, whereas other nearby houses have 1 or 2 shade trees.



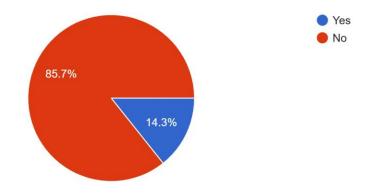






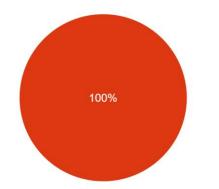
Does this house feel like an appropriate size?

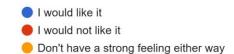
7 responses



How would you like to live next to / across the street from the house?

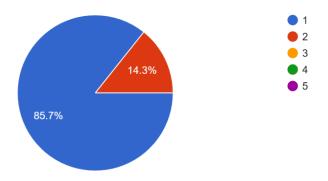
7 responses





Rank each house from 1 to 5 $\,$ (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

7 responses



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

Front garage under raises everything up. Dwarfs neighbor. Massive stairs in front - too close to street???

- 1. Overwhelming frontage of hard surfaces, including steps, paths and driveway.
- 2. Seems very bulky w continuous 2-story roof height emphasizing large single volume.
- 3. Maximizes frontage width
- 1. Elevated site makes the house appear huge; small gable on 3rd floor faces front with one window neutral.
- 2. There is a 3-car garage at basement level accessed by a down-sloping apron from street PLUS 2 extra paved parking spaces on the right and 1 more on the left the entire front yard is paved; there is no porch negative.
- 3. There is a steep slope back to the rear yard; no basement windows on right, 2 on left neutral.

Doesn't fit with anything near it Is it really a single family house? Heaven help them if someone breaks a leg Must be a huge lot - really curious to see these stats

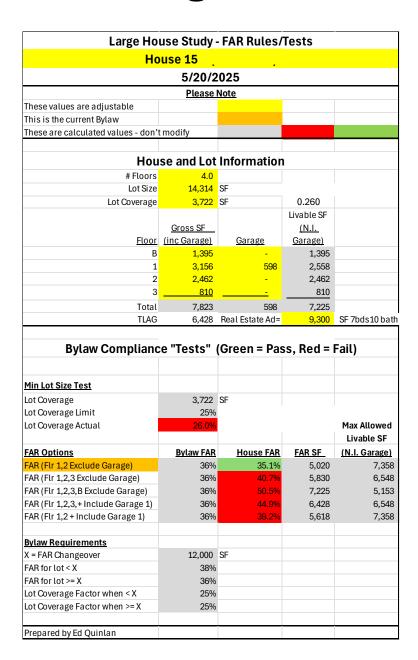
Too big bulky

Ridiculously large, overwhelming, very exposed basement toward the street

Hilly site so Raising first story with garage at street level make it very tall, hip roof helps mediate side wall impacts.

Anything else you think we should be considering?

Four mature trees were saved - two on the right front corner, two on along the left sideline.



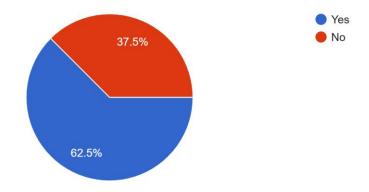






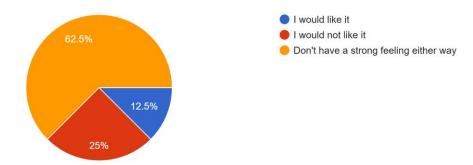
Does this house feel like an appropriate size?

8 responses



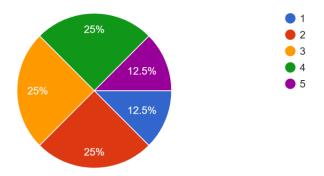
How would you like to live next to / across the street from the house?

8 responses



Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

8 responses



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

- 1. Roof line is appealing; house doesn't appear tall with only one small 3rd floor gable on the right side positive.
- Garage appears to be at the same setback as the front facade, with entry structure jutting out about 6 feet nicely between the garage and the facade; garage doors are designed well to fit into the contemporary design of the house - positive.
- 3. No basement walls appear above-ground from the front positive.

One of two giants but on a busy corner. Much more intrusive on [one of the streets]

The hip roof helps a bit to feel smaller at the street Set back is consistent in neighborhood Garage stepped back and not built over at street Close to road at front. No third floor makes it feel less "large". Other houses next to it have recently been rebuilt making it fit more with surroundings.

Nice curb appeal. Outdoor room in back takes up yard space. Other new homes in the area.

Too big for lot, clearcut, tall

- 1. Naked site no trees.
- 2. Simple high 2-story roof reinforces single large volume.
- 3. House overfills site

Massing broken up, smaller roof volumes, garage not full 2 story

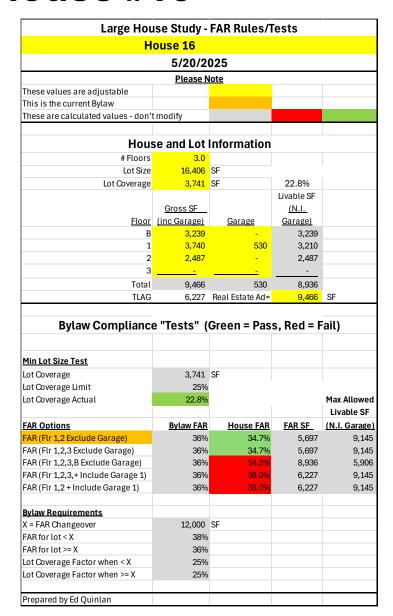
Anything else you think we should be considering?

This is a corner lot with High Rock Street; a big tree abutting High Rock was saved. The abutting house on the right side appears to also be a teardown/reconstruction. This house is my favorite of all I've seen on this tour.

Unsure what trees were removed, but it would be nice to keep some large ones in the back if they existed.

Matches adjacent house at least

Exposed corner lot, unusual large rear covered porch

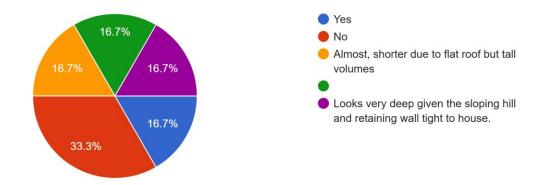




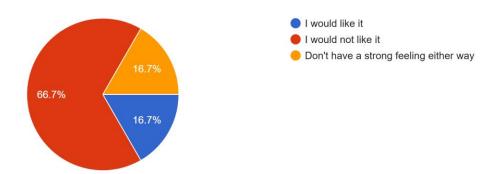




Does this house feel like an appropriate size ? 6 responses

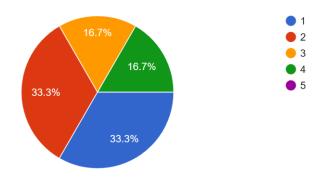


How would you like to live next to / across the street from the house? 6 responses



Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

6 responses



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

Huge going back. Put in a very large cement retaining wall to make space for a very small yard. New homes next to it.

Way too big for lot, deep cut into hillside in back

Taller walls than if it had pitched roofs. Irate floor raised up higher than needed. Wide siding and casement windows lack characteristic

Ugly, imposing and in trend for this neighborhood which is changing

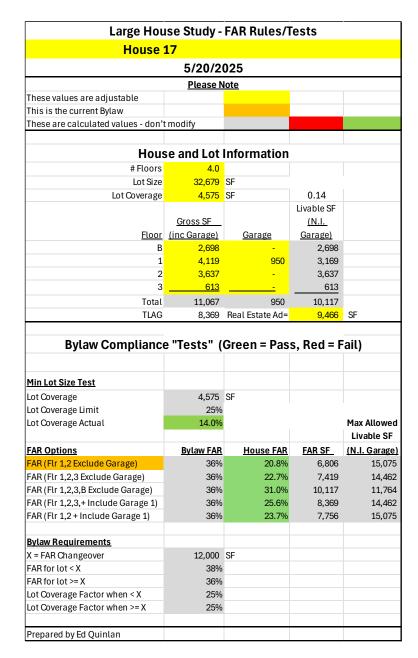
- 1. Seems too jammed into hill behind house.
- 2. Awkward retaining wall to force/create a small back yard into hill.
- 1. Corner lot; 3rd floor gable on right abutting neighboring house looks OK; gable on left facing side street is even lower; the site is somewhat elevated but doesn't look too tall from the front, and there are a lot of ins and outs on the front facade (the photo makes it look tall though it looks OK in person) positive.
- 2. Garage is set back a couple of feet from the front facade and is a half-story lower than the first floor positive.

Anything else you think we should be considering?

Long run, then jogged in, then jogged back out again. Is that even allowed?

2 adjacent houses are recent teardowns

A big tree was preserved in the front yard.





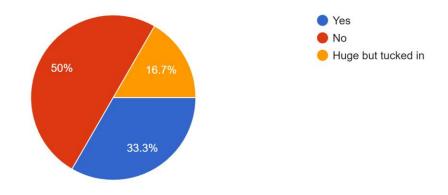




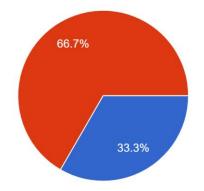


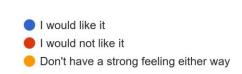


Does this house feel like an appropriate size ? 6 responses



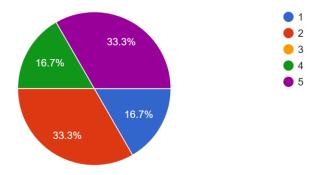
How would you like to live next to / across the street from the house? 6 responses





Rank each house from 1 to 5 (1 = not appropriate for its context/neighborhood, 5 = appropriate for its context/neighborhood)

6 responses



What are 3 observations about this house that you think our committee should take into account in evaluating its effect on the neighborhood? (can be positive/negative/neutral)?

- 1. The house is L-shaped with garage doors facing right; front door is centered between front-facing 2-story gables on each side a nice, balanced design; there is one steep gable on the right side and 2 steep gables on the left, but house doesn't appear too tall positive.
- 2. The garage seems large enough to accommodate 3 cars, but the 3rd garage (the one closest to the front) is designed to look like a 1-story shed with a front-sloping roof, and is a dark wood-like color; garages 1 & 2 are white stucco like the house, with black doors positive.
- 3. Lot is flat, and basement can't be seen from front.
- 1. Very large footprint for house going back from street.
- 2. Long side close to neighbor on left.
- 3. Front parking court dominates the street frontage for car

Has garage bulge toward street that we should work to eliminate. Side loaded garage. Attractive home.

Huge garage(3 bay) very long on garage side. Set back helps a little

This is a huge house on a super deep lot Close to street than surrounding houses Glad they stepped the third garage down

- make me think that third garages should just be permitted on 1 acre lots. Feels really of in these neighborhoods. How many 3 car garages do we have on lots between 10-40k?

Strange elegance - looks "fancy" front portion of lot all paving

Anything else you think we should be considering?

Post WW-11 neighborhood, yet this house fits in. The hardscape and landscaping is exceptionally nice; although there is a 4th parking space on the right side of the front yard, it is made of pervious surface and is surrounded by planting; the driveway apron has a stone-paved entry with stone pillars on each side; bushes (privet?) are planted along the front lot line on both sides of the driveway and along the left property line, with a strip of daffodils in front; 3 large trees were preserved. I responded that House 15 was my favorite house on the tour, but House 17 is a tie.

Working Schedule for Large House Review Committee

April 7 – LHR mtg

April 15 – LHR Report to Planning Board

May 21 – LHR mtg

Report to Planning Board

Review of Survey Results of Conforming Lots

Review draft agenda for June 9 Community meeting, community survey, and outreach protocol

Share Identified LHR Group Member Goals from April 7 meeting survey

Review Updated LHR schedule

Update on RFPs

June 2 – LHR mtg

Update on selected Consultant

Decision time! - How are we going to measure bulk?

Finalization of Community Meeting presentation, agenda etc

Report from Concord (either have them in, or report from discussion, depending upon availability)

June 9 – first Community meeting (listening meeting; presenting what we have learned so far; presenting concept of measuring FAR by measuring everything above ground; presenting different strategies for measuring FAR; presenting regulatory options including imposing a fixed FAR as is Needham's current practice vs. the Wellesley approach which incorporates a Large House Review option; other issues Committee members wish to have addressed)

June 23 – LHR mtg

Debrief from Community Meeting Frame how modeling results are examined

July 7 – LHR mtg

Report from Lexington (either have them in, or report from discussion, depending upon availability)

Confirm Second Community Meeting date

July 21 - LHR

First round of modeling to be shown at meeting

August 4 – LHR mtg

Second round of modeling to be shown at meeting Discussion of Second Community meeting agenda

August 18 – LHR mtg

Fiscal Analysis review
Finalize plan for second community meeting

September 8 – second community meeting (presentation of recommendation – definition, FAR, showing volumes etc, fiscal impacts, any process) – meeting may need to be pushed back, to be decided early summer

September 15 – LHR meeting

September 16 - LHR to Planning Board

October 6 – LHR meeting

October 27 – LHR meeting

November 3 - third community meeting (final presentation of proposal, fiscal impacts, etc)

Nov. 10 / 12 - LHR meeting

November 18 – Planning Board meeting – present to PB final recommendation

Tentative Schedule for Zoning article - Annual Town Meeting 2026

**All Board meeting dates are estimates

Tuesday December 16, 2025 – Planning Board to finalize language to include in legal notice

Vote to send language to Select Board

Tuesday December 23, 2025 – Select Board refer back zoning article to Planning Board (not sure if this will be SB meeting date)

Friday January 2, 2026 – Send legal notice to the newspaper

Thursday January 8, 2026 – Post notice with Town Clerk, first run in newspaper

Thursday January 15, 2026 – second run in paper

Tuesday January 27, 2026 – Planning Board Hearing (first) (not PB normal meeting date)

Tuesday February 10, 2026 – Planning Board Hearing (second) (not PB normal meeting date)

Tuesday February 25, 2026 – Planning Board Hearing (third) (not PB normal meeting date – avoiding school vacation week)

Tuesday March 3, 2026 – Planning Board meeting, finalize language for warrant

Wednesday March 18, 2026 – final language for warrant to Myles.

Monday May 4, 2026 – Annual Town Meeting date

Tentative Schedule for Zoning - May Special Town Meeting

Tuesday January 20, 2026 - Finalize language for legal notice

Planning Board to finalize language to include in legal notice

Vote to send language to Select Board

Tuesday, January 27, 2026 - Select Board refer back zoning article to Planning Board

Friday January 30, 2026 – Send legal notice to the newspaper

Thursday February 5, 2026 – Post notice with Town Clerk, first run in newspaper

Thursday February 12, 2026 – second run in paper

Tuesday February 24, 2026 – Planning Board Hearing date – first (not PB normal meeting date)

Tuesday March 10, 2026 – Planning Board Hearing date – second (not PB normal meeting date)

Tuesday March 24, 2026 – Planning Board Hearing date – third (not PB normal meeting date)

Tuesday March 31, 2026 – finalize language at Planning Board meeting (not PB normal meeting date – just one week later)

Wednesday April 8, 2026 (or earlier) – final language for warrant to Myles.

Monday May 11, 2026 - Special Town Meeting date

LHRSC Community Meeting June 9, 2025

Meeting Agenda: (draft)

- 1. Introduction of LHRSC Members
- 2. Reading of the Committee Charge
- 3. Outline of Work to Date (Review PPT)

 (add the other target town bylaws and research goals to last page)
- 4. Review of Community Questionnaire Process
- 5. Public Comment Period (Listening Session)
- 6. Closing and Next Steps

Please submit all comments to the LHRSC directly via email to:

NeedhamPlanning@Needhamma.org

PPT presentation is available at the following link: (click here)

<u>Next Meeting:</u> Public Meeting #2 will be in early September, (tentative date is Monday, September 8)

Meeting Questionnaire: (draft)

- 1. Does Needham have a large house (teardown) issue that concerns you?
- 2. What do you think the advantages and/or disadvantages of the large houses being built in Needham?
- 3. Do you think the Town should be more aggressively regulating/moderating house size than it currently does?
- 4. If Needham reduced the allowable sizes of houses, how do you think you will be affected?
- 5. Are there other house issues Needham should be address other than "bulk"?
- 6. Are there other house-related issues Needham should be addressing?

- 7. Do "teardowns affect you personally? How?
- 8. Has your neighborhood been changed over the last 10 years? Has this been a positive change or a negative change? Why.
- 9. What is the most important housing issue from your perspective?
- 10. Do you care if your house is either re-used or replaced, after you sell it?
- 11. If you live in one of the newer "larger homes", what were the key motivators for you when you bought it:
 - a. Size
 - b. Number of bedrooms
 - c. Yard Size
 - d. School district
 - e. Downtown
 - f. Restaurant scene
 - g. Other

12. Why Needham:

- a. Schools
- b. Train
- c. 128
- d. Proximity to Boston
- e. Parks and Recreation
- f. Tax rate
- g. Reputation
- h. Cost compared to other nearby communities

13. Other comments.

Questionnaire is due June 16th: Please go to the link below and complete the online questionnaire.

Memo

To: Large House Review Committee (LHRC)

From: Lee Newman, Director of Planning and Community Development

Date: May 14, 2025

Subject: Outreach for LHRC June 9 Community Meeting

As a follow-up to our last LHRC meeting, I reached out to Amy Haelsen, the Towns Director of Communication and Engagement, for a recommendation on how best to facilitate the outreach effort for our first LHRC Community Engagement meeting scheduled for June 9. She also provided a recommendation on how best to manage the Meeting Questionnaire. Below is the protocol she suggested.

Community Meeting Outreach

Amy will design a flier for the June 9th Large House Review Committee Community Meeting which will also contain information on the June 4th Tree Preservation Planning Committee's Public Listening Session on June 4th and will distribute this flyer starting the week of May 19. Fliers will also be shared in all public buildings (library, RRC, PSAB, Town Hall, CATH).

Amy will also post/share info. on the event through the following channels:

Town's Communication Channels

News You Need(ham) newsletter

Social Media pages (cross promotion on other departments and community pages as appropriate)

Newsflash via Town's website

Council on Aging daily email

Town Board and Committee liaisons (to distribute to members)

Needham Public Schools (via Superintendent's office)

Electronic signboards at PSAB, RTS

Town Meeting Members via Town Clerk

Local Media Outlets

Needham Channel

Needham Local

Needham Observer

Hometown Weekly

Boston Globe

Community Organizations

All Needham Public Schools PTCs
Needham Housing Authority
Charles River Chamber
Charles River YMCA
Needham Exchange Club
Needham Rotary Club
Needham Community Council
Beth Israel Deaconess Needham

Senior Living Communities

Wingate Living North Hill

If members of the LHRC would be willing to share the Town's social media posts on the June 9th event to their own pages and forward the flier via email to neighbors, friends, etc. in Needham that would be helpful as well. Additionally, if any members of the committee are interested in helping to physically hang fliers around town that assistance would also be helpful.

Meeting Questionnaire

Amy is also available to help promote the survey in advance of the June 9th LHRC public input meeting by pushing it out through the Town's communication channels (website/newsflash, newsletter, social media) and creating a QR code on a flier which would link to the survey (these flyers could be distributed at the June 9th meeting). The Town has been using Polco for Town surveys so this is the platform which would be utilized for the questionnaire.



TOWN OF NEEDHAM Planning and Community Development 500 Dedham Avenue Needham, Massachusetts 02492

25GEN306G 3D Concept House Modeling

INFORMATION FOR RESPONDERS

Purpose

The Town of Needham is seeking professional architectural and design consulting services to assist the Town in preparing 3D eye-level model views of select single-family houses for the Town's Large House Review Study Committee.

General Contract Terms

The successful respondent must sign the Town's Short Form Agreement (hereinafter called the Contract) and satisfy the insurance requirements which are disclosed in this request for quote package before any goods or services are provided. Respondents are advised to have their legal counsel review the specimen contract prior to submitting a quote. The specimen contract has been attached for your reference.

The Town may terminate the contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor written notice as provided in the contract.

Quantities

Unless otherwise stated, the quantities set forth herein are estimates only. Any quantities indicated on the Price Form or elsewhere in the request for quote package are estimates only and are given solely as a basis for the comparison of quotes. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the request for quotes.

Rule for Award

The contract will be awarded to the responsive and responsible respondent offering the lowest price. There will be only one contract awarded under this quote. The Town reserves the right to reject any and all quotes as determined to be in the best interests of the Town and to waive minor informalities.

The Town herein declares its express purpose not to award the contract to any respondent unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract.

The Town reserves a period up to thirty (30) calendar days following the submission deadline for quotes

in which to evaluate and award the contract.

The Town will send the contract to be executed by the successful respondent via DocuSign to the individual identified by the respondent as the person to sign the contract on behalf of the respondent. The respondent will sign the contract and forward proof that the required insurances and bonds are in place. The Town will then counter sign the contracts and the respondent will be notified by DocuSign when the contract has been completed. The respondent should download and print the fully executed contract for future reference. Unless otherwise noted by the Town in writing, the terms and conditions contained therein are NOT negotiable.

Taxes

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded respondent with a copy of the Certificate of Exemption.

Payment and Discount Terms

Payment terms for the Town of Needham are net 30 days. Indicate discounts, if any, for payments made within less than 30 days. The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product and/or service, whichever occurs later.

The unit prices shall be the basis for payment for purchased items and/or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The Purchase Order number may change with each fiscal year.

Payment is subject to appropriation, or the availability of other funds designated for the purchase.

Detailed Specifications

In response to concerns expressed at the May 2024 Annual Town Meeting as to the impact new or expanded single family homes are having on the character of the surrounding residential neighborhood, the Needham Planning Board appointed the Large House Review Study Committee to develop recommendations on how best to ensure that new residential construction in the Town's Single Residence B and General Residence Districts will complement existing buildings, settings and neighborhood character. The Committee is tasked with exploring how the updating and upgrading of residential structures in such neighborhoods can and should be done, while at the same time conserving the neighborhood's distinctive qualities as change occurs. As part of this work the Committee will be modeling three (3) sample house construction drawing sets (plan, section and elevation) to illustrate floor to floor height reductions, floor plan area reductions and roof/eave elevation adjustments.

The following is the Scope of Services for the Town of Needham 3D concept house modeling architectural/design services project.

The Town of Needham seeks proposals from architecture and design consultant professionals experienced in 3D modeling to assist the Town in preparing 3D eye-level views of three Committee selected sample house construction drawing sets. Said sample house construction drawing sets are to be further modeled reflective of Committee identified parameters.

The scope of work will include, but not be limited to, the following:

Consultant will receive from client:

- Three (3) sample house construction drawing sets (plan, section, and elevation)
- Marked up drawings to illustrate the modifications to be made to the sample house models including:
 - o floor to floor / height reduction,
 - o floor plan area reduction and,
 - \circ roof / eave elevation adjustments (i.e., partial areas with 1 & $1\frac{1}{2}$ story roofs).
- Three (3) eye-level model views of original house for each of three sample houses
 - o eye-level views are from the front corners and from head on
- Three (3) sets of eye-level model views of each modification noted above for each of three sample houses; total of nine (9) modified model views per house
- One (1) set of new model views combining all three modifications to the original house
- Three (3) sets of eye-level model views of the combined modified models for each of three sample houses; a total of nine (9) modified model views per house

Deliverables: Level of modeling detail should include plan, elevation and façade articulation elements including windows, doors, garage doors, chimneys, and projecting eaves, bay windows and porches. Models are to be white box, with no materials rendered in texture or color.

Presentation Format:

- Each individual modification plus the combined modification models should be presented in three side-by-side comparison views with the original model; total of twelve (12) model views compared to each of three (3) sample houses (36) total side-by-side comparison views.
 - o eye-level views are from the front corners and from head on

All work must be completed by August 1, 2025.

Meetings

• The consultant shall be available to meet with staff and Large House Review Committee representatives two times over the course of the project.

Minimum Qualifications

• Demonstrable experience related to 3D modeling. Applicants must have a minimum of three years of experience in 3D modeling and who have a portfolio showcasing a range of projects, including those similar in scope and complexity to the requested project.

Submittal Requirements

- Cover letter describing the consultant's experience, identifying recent clients and conveying an understanding of the Scope of Work and an ability to proceed expeditiously recognizing that it is the Town's expectation that the work will be completed in early July.
- Completed and signed Respondent Information Form and Quote.

Submission Process

Responses are due by May 28, 2025 at 4:00 p.m. The response must be emailed to Pcentral@needhamma.gov by the deadline. The response must be complete, and all the required documents and information provided. The successful quoter must execute the Town's contract electronically. The Town will forward the contract to be executed via DocuSign

25GEN306G 3D Concept House Modeling

Quote Form		
Iten	n	Total Anticipated Cost
A	Total Cost for Specifications:	\$
В	Prompt Payment Discount	%/ Days

Company Name	
Address	
Print Name and Title	
Authorized Signature and Title	
Date Telephone	
Admouladgement of Addendum	

25GEN306G 3D Concept House Modeling

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature of Individual Submitting the Bid		
Individual Full Name (Print/Type)		
Name of Business (Print/Type)	Date	

Chapter 30B Consulting Services Contract Under \$50,000

enter contract number

THIS AGREEMENT for enter description (hereinafte	er the "Project") is made the day of,		
by and between enter name of company a corpo	oration (or partnership, etc.) organized under the laws of the		
Commonwealth of Massachusetts (or the State of), with a usual place of business at enter legal address,		
hereinafter called the Consultant, and the Town of Nee	dham, a municipal corporation duly organized under the laws		
of the Commonwealth of Massachusetts, acting through			
of the Commonwealth of Massachusetts, acting through	its fown manager, heremaner referred to as the fown.		
	Consultant and Consultant represents it has expertise and he benefit of the Town therefore the parties agree as follows:		
ARTICLE 1. AGREEMENT DOCUMENTS			
The Agreement consists of the following, and in the evinterpreted on the basis of the following priorities: 1. This Agreement;	vent of conflicts or discrepancies among them, they shall be		
2. The Request for Quotes;			
3. The Consultant's Quote dated enter date ;			
4. Drawings required for the Project, if applied			
5. Copies of all required bonds, certificates o	f insurance and licenses required under the contract;		
	documents form the entire agreement between the parties and my amendment or modification to this agreement must be in and the Town.		
ARTICLE 2. SCOPE OF THE WORK			
	vices as are set forth in this Agreement. The Consultant will care and skill customarily provided in the performance of such in Agreement to the satisfaction of Town.		
The parties may from time-to-time extend the scope of services and deliverables or omit services and deliverables previously agreed to, and the provisions of this Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both parties in order to be effective.			
Any discrepancy or conflict between the terms or condit be decided in favor of this Agreement.	tions in any attachment and the terms of this Agreement shall		
ARTICLE 3. TERM OF AGREEMENT			
The work to be performed under this Agreement shall be	e commenced immediately and shall be entirely completed by		
with reasonable speed or stops work altogether without of may give notice to the Consultant in writing to proceed	. This term may be extended beyond such completion Consultant hereby agrees that if he fails to carry on the work due cause, as determined in each case by the Town, the Town with the work or to carry on the work more speedily. Three not proceeding to the satisfaction of the Town, the Consultant e of this Agreement.		
or			
This Agreement shall be for a term of ending on , 202	year(s), commencing on , 202 and , unless sooner completed and subject to annual		

appropriation. This term may be extended beyond such completion date if the Town agrees to the extension in writing, in which event the Agreement may be extended at the sole option of the Town, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the effective start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the Consultant and the Town, or a later date specified in the Agreement, or the date of any approvals required by law or regulation, whichever is later.

ARTICLE 4. THE AGREEMENT SUM

The Town shall pay the Consultant for the performance of this Agreement a sum NOT TO EXCEED **senter dollar amount figure** (enter amount in words dollars), including all reimbursable expenses.

ARTICLE 5. PAYMENT

The Town shall make payment as follows:

- a. The Town shall make payment thirty (30) days after receipt of an invoice for work performed or materials supplied the previous month.
- b. With any invoice the Consultant shall submit evidence satisfactory to the Town that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration, or profit for any of the above-listed services. The Town reserves the right to require reasonable additional supporting documentation from Consultant. All requests for payment shall be on forms acceptable to or approved by the Town.
- c. If for any reason the Town makes a payment under this Agreement in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- d. The Consultant shall be deemed to have waived its right to payment for any fees earned or expenses incurred if not invoiced to and received by the Town within 45 days after completion of the project.
- e. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article. Furthermore, the Town is not responsible for any Invoice that does not reference the Town's Purchase Order number that encumbered the funds to pay for services provided under this Agreement.
- f. Invoices for services procured under this Agreement are to be sent to:

Attn: manager title address

ARTICLE 6. PROMPT PAYMENT DISCOUNTS

The **Consultant** will allow a Prompt Payment Discount for payment made by the **Town** within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later as follows:

Prompt Payment Discount %	Payment Issue Date w/in
Enter percent%	Enter days Days

ARTICLE 7. TAX EXEMPT STATUS

The **Town** represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the **Town** becomes subject to any such taxes, the **Town** shall reimburse the **Consultant** for the tax paid by the **Consultant** on behalf of the **Town**. Any other taxes imposed on the **Consultant** shall be borne solely by the **Consultant**.

ARTICLE 8. NONPERFORMANCE

In the case of any default on the part of the **Consultant** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Consultant** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Consultant** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Consultant** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the **Consultant** shall be determined by the **Town** and certified to the **Consultant**.

ARTICLE 9. TERMINATION

In addition to the provisions of Article 8, the **Town** shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The Town reserves the right to suspend indefinitely or terminate the contract and the services to be rendered by Consultant for any reason upon seven (7) days' prior written notice. In the event of termination prior to completion of all work described in the Agreement, the amount of the total fee to be paid Consultant shall be determined by Town on the basis of the portion of the total work actually completed up to the time of such termination.

The **Town** shall also have the right to immediate termination:

- a. any material misrepresentation made by the Consultant.
- b. any failure by the **Consultant** to perform any of its obligations under this Agreement including, but not limited to, the following:
 - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the **Consultant's** reasonable control:
 - ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the Consultant's reasonable control;
 - iii. failure to perform this Agreement in a manner reasonably satisfactory to the **Town**;
 - iv. failure to promptly re-perform within reasonable time the services that were rejected by the **Town** as erroneous or unsatisfactory
 - v. discontinuance of the services for reasons not beyond the **Consultant's** reasonable control;
 - vi. failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and
 - vii. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The Consultant shall have the right to terminate this Agreement if the Town fails to make payment within 45 days after it is due.

ARTICLE 10. EMPLOY COMPETENT PEOPLE

The Consultant shall employ only competent people to do the work. Whenever the Town shall notify the Consultant in writing that any person under the Consultant's employ is, in the Town's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such

person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **Town**.

ARTICLE 11. CHANGE IN SCOPE OF SERVICES

If this Agreement is pursuant to G.L. c. 30B, the **Town** may increase the quantity of supplies or services, or both specified in this Agreement provided:

- a. the unit prices remain the same or less;
- b. the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the *Town* and is more economical and practical than awarding another contract;
- c. the **Town** and **Consultant** agree to the increase in writing;
- d. the increase in the total Agreement price does not exceed 25 percent but an Agreement for the purchase of gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and
- e. the **Town**, with the agreement of the **Consultant**, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the **Town** at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

ARTICLE 12. NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham: Kate Fitzpatrick

Town Manager Town Hall

1471 Highland Avenue

Needham, Massachusetts 02492

The Consultant: Enter Name

Title

Company Name

Address

City, State Zip

ARTICLE 13. INSURANCE

- a. The **Consultant** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Consultant's** liability policies, as noted in the **Town's** procurement package. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and nonowned vehicles and shall be in the amount of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- b. In the event this Agreement is for professional services, the **Consultant** shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ 25,000.
- c. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Consultant** shall notify the **Town** should coverage become unavailable or if its policy should change.

- d. The **Consultant** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with G.L c. 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.
- e. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- f. The Certificate Holder shall read as follows:
 The Town Assigned Contract Number and Contract Title
 Town of Needham
 1471 Highland Avenue
 Needham, Massachusetts 02492

ARTICLE 14. INDEMNIFICATION

The Consultant shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Consultant, its subcontractors and its and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Consultant under the Agreement.

ARTICLE 15. CORI CERTIFICATION

Services Do Require a CORI check

Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the **Consultant** hereby acknowledges the right of the **Town** to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law.

In accordance with G.L. c. 6, §§ 167-178B, the Town may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of **Consultant's** employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the **Consultant** also authorizes the **Town** to use local and national sexual offender registry information (SORI) to determine if any of the Consultant's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

ARTICLE 16. RESERVED

ARTICLE 17. GUARANTEE OF WORK

a. Except as otherwise specified, all work shall be guaranteed by the **Consultant** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.

- b. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the **Consultant** shall, promptly upon receipt of notice from the **Town** and at its own expense:
 - i. Make goods and services conform to this Agreement;
 - ii. Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - iii. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 18. USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- a. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the Consultant or Consultant's Consultants shall become the property of the Town upon payment of sums due under the contract. The Town acknowledges the copyright of the Consultant and the Consultant's Consultants.
- b. The **Town** may use the Drawings, Specifications and such other documents prepared by the **Consultant** or the **Consultant**'s Consultants as needed for the construction, maintenance, repair, or modification of the **Project**.
- c. The **Town** shall hold the **Consultant** and the **Consultant**'s Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the **Town** or his representatives during any other construction not a part of this contract.
- d. The **Consultant** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **Consultant** in the preparation of the bid documents, as reasonable determined by **Town**.

ARTICLE 19. GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations, and orders.

ARTICLE 20. CONSENT TO VENUE

- a. The Consultant agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the Consultant, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
- b. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.
- c. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Consultant** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the **Consultant** shall dismiss its suit and be liable to the **Town** for the reasonable legal fees and costs needed to have the matter dismissed.

- d. The **Consultant** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.
- e. The **Consultant** shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

ARTICLE 21. WORK PRODUCT

Upon payment of all amounts due under this Agreement, the **Town** shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations, and electronic data created under this Agreement. The **Town** agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the **Consultant** harmless from any liability of the **Town's** use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor, the **Consultant** shall provide to the **Town** a writing from the Subcontractor that he assents to this Work Product Article.

ARTICLE 22. SUBCONTRACTING

The **Consultant** shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity, or person without the prior written approval of the **Town**.

ARTICLE 23. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **Consultant** as an independent contractor and not the agent, partner, or employee of the Town. The Consultant and Consultant's workers are not employees of Town and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the **Town** and the **Consultant**.

The Consultant shall not have the authority to enter into any contract or agreement to bind the Town and shall not represent to anyone that Consultant has such authority.

The Consultant represents and warrants to the Town that in performing the services called for in the Agreement that the Consultant will not be in breach of any agreement with a third party.

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **Town** and the **Consultant** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **Town** and the **Consultant**. Neither the **Town** nor the **Consultant** shall assign, sublet, or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25. ANTI-FRAUD PROVISIONS

To prevent potential fraudulent activity regarding any electronic payments that may be processed under the terms of this Agreement, the **Town** and the **Consultant** agree as follows:

Any banking information needed for the processing of electronic payments under the Agreement initially will be exchanged by the parties through encrypted means to the primary points of contact for the Agreement. Any subsequent changes will be communicated through a live phone conversation and/or video conference.

No change in either party's banking information will ever be communicated to the other party in an email or text message, and both parties should treat as such emails or texts as fraudulent.

If an unencrypted email, or any text message, purporting to be from one party regarding banking information is received by the other, the receiving party agrees to utilize their own contact information to contact and advise the other regarding any such email or text message, NOT the information that may be listed in the email or text message.

The parties will inform any third parties assisting either of them with electronic payments of the provisions of this section and require them to comply with the same.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the **Town**, the **Consultant** acknowledges that the **Town** is a municipality for the purposes of G.L. c. 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to comply at all times with the obligations of the **Consultant** based on said statute.

ARTICLE 27. CONFIDENTIALITY

The **Consultant** shall comply with G.L. c. 66A (the Massachusetts fair information practices statute) if the **Consultant** becomes a "holder" of "personal data". The **Consultant** shall also protect the physical security and restrict any access to personal or other **Town** data in the **Consultant's** possession, or used by the **Consultant** in the performance of this Contract, which shall include, but is not limited to the **Town's** public records, documents, files, software, equipment, or systems.

ARTICLE 28. RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.

The **Consultant** shall maintain records, books, files, and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving a Contract. The **Town** shall have access during the **Consultant's** regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

ARTICLE 29. SEVERABILITY

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

ARTICLE 30. CERTIFICATIONS

By executing this Agreement, the **Consultant** under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The **Consultant** is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the **Consultant** shall provide access to records to town officials; and the **Consultant** certifies that the **Consultant** and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The **Consultant** shall comply with all appliable federal, state, and local laws and regulations.

The **Consultant** certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement <u>prior to the effective date</u> and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the **Town** may not back-date this Agreement in order to cover the delivery of performance prior to the Effective date. The **Town** has no legal obligation to compensate a **Consultant** for performance that is not requested and is intentionally delivered by the **Consultant** outside the scope of the Agreement.

The Consultant certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Consultant certifies that it will immediately notify the Town in writing if there is any risk to the solvency of the Consultant that may impact the Consultant's ability to timely fulfill the terms of this Agreement.

The **Consultant** shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation, or litigation pending against the **Consultant** or any of its officers, directors, employees, agents, or subcontractors of which the **Consultant** has knowledge, or learns of during the Agreement term. **Consultants** must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.

If incorporated, the **Consultant** certifies that it has identified the Consultant's state of incorporation, and the **Consultant** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Consultant** is a foreign corporation, the **Consultant** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

ARTICLE 31. RESERVED

ARTICLE 32. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The **Consultant** certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. §§ 49A (the **Consultant** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, §§ 12;

Taxpayer Identification Number	Taxpayer (Corporate) Name
	BY:
	Corporate Officer (if applicable)
IN WITNESS WHEREOF the parties hereto have	executed this Agreement the day and year first above written.
CONSULTANT:	
By*:	
Printed Name:	
Title:	
* My signature above certifies that I am duly author Board of Directors giving me authority, to sign this	rized, or that I have attached a signed Certificate of Vote from my Contract.
TOWN OF NEEDHAM, by its Town Manager:	
Kata F	itzpatrick

DOCUMENT WAS REVIEWED FOR COMPLETENESS

Town Employee Title:	Date			
CERTIFICA	TION AS TO DEPARTMENT I	REQUIREMENTS AND TOWN USE		
Department Manager	Date			
<u>C</u>	ERTIFICATION AS TO CHAP	TER 30B COMPLIANCE		
Chief Procurement Officer	Date			
<u>CERTIFICATION AS TO AVAILABILITY OF FUNDS</u> Funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein for the current fiscal year only.				
Town Accountant	Date			
	CERTIFICATION A (Required for agreements			
Town Counsel	Date			