

Large House Review (LHR) Committee
Monday August 4, 2025
7:00 p.m.

Select Board Chambers
Needham Town Hall, 1471 Highland Avenue, Needham, MA
AND
Virtual Meeting using Zoom
Meeting ID: **885 4714 5967**
(Instructions for accessing below)

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US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 Then enter ID: **885 4714 5967**

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

1. Approval of meeting minutes.
2. Modeling presentation.
3. Update on RFP & Consultant; establish fiscal analysis working group.

LHR Committee Members:

Artie Crocker	Planning Board Member / Planning Board Designee
Jeanne McKnight	Planning Board Member / Planning Board Designee
Heidi Frail	Select Board Member / Select Board Designee
Marianne Cooley	Select Board Member / Select 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	Developer appointed by the Planning Board
Oscar Mertz	Architect appointed by the Planning Board
Chris Cotter	At Large appointed by the Planning Board
Rob Dangel	At Large appointed by the Planning Board
Joe Matthews	At Large appointed by the Planning Board
Ed Quinlan	At Large appointed by the Planning Board



Large House Review (LHR) Committee Meeting Minutes
Monday, July 21, 2025
7:00 p.m.

Committee Members Present:

Artie Crocker Planning Board Member / Planning Board Designee (Co-Chair)
Bill Paulson Real Estate Broker appointed by the Planning Board
Oscar Mertz Architect appointed by the Planning Board
Joe Matthews At Large appointed by the Planning Board
Jeanne McKnight Planning Board Member / Planning Board Designee
Moe Handel Design Review Board Member / Design Review Board Designee (Co-Chair)
Rob Dangel At Large appointed by the Planning Board
Marianne Cooley Select Board Member / Select Board Designee
Heidi Frail Select Board Member / Select Board Designee
Ed Quinlan At Large appointed by the Planning Board

Staff Present:

Lee Newman, Director of Planning & Community Development
Alex Clee, Assistant Planner

Committee Members Absent:

Nik Ligris Zoning Board of Appeals Member / Zoning Board of Appeals Designee
Tina Burgos Finance Committee Member / Finance Committee Designee
Paul McGovern Developer appointed by the Planning Board
Chris Cotter At Large appointed by the Planning Board

1. Welcome and Introductions

Introductions of Committee members present were made.

2. Presentation *Oscar Mertz*

Oscar Mertz explained that the Committee saw its role as reviewing the impact from the 2017 bylaw and which trends have been occurring in Needham. The Committee also looked at similar towns regarding their rules and processes. Needham does not currently have any processes around large house review, and these are allowed by-right. The Committee considered an analysis of how to adjust some of the dimensional controls currently being used in order to adjust the size of houses. The Committee discussed wanting to determine an appropriately sized house for the size of a lot. The Committee reviewed 32 nonconforming and conforming lots in terms of the range of sizes on the lots. All of the homes reviewed seemed to be maximizing on the floor area ratio (FAR, with a 0.38 FAR for any lot under 12,000 s.f. and a 0.36 FAR for lots over 12,000 s.f. The Committee discussed a basic program with assumptions around what houses should have as a minimum target. Many of the houses sampled often exceeded those basic programs. The Committee reviewed which houses it felt were too big for the lots with many

46 conversations that height seemed often to trigger this. The Committee discussed what impacts
47 there could be from reducing the allowable height, which is currently 35'. The Committee
48 discussed some other potential adjustments to the dimensional controls for a house on a given lot
49 such as that the FAR definition may need to include the first floor, second floor, attic, and
50 garage. The controls could provide for a 600 s.f. allowance of a garage. The question of
51 including basements was discussed by the Committee but the thought was that basements are not
52 often part of the visible structure of a house. A 50% exposed basement could trigger including
53 the basement in the FAR. At the moment, most of the Committee feels that the FAR calculation
54 should include the first floor, second floor, attic, and the garage. The Committee also discussed
55 property setbacks. Side setbacks could be considered as an additional dimensional control
56 without having many negative impacts. The Committee considered coordination with the Town's
57 tree bylaws and stormwater bylaw. There may be a consideration for larger setbacks in historic
58 districts. There was agreement on the Committee not to legislate anything that has to do with the
59 design of a house, such as the aesthetic appeal. The Committee also discussed preservation of
60 trees around the perimeter of lots. The Committee discussed the redefinition of FAR and
61 potentially setting a baseline or maximum and then allowing a range compared to the actual lot
62 size.

63 64 3. Conversation / Listening session with Builders. *Moe Handel*

65
66 Moe Handel explained that this is a study Committee which will bring recommendations to the
67 Planning Board. This purpose of tonight is to engage with the development community around
68 the issues just presented on.

69
70 Tripp Hayes, 99 Evelyn Road, asked if anyone on the Committee is a practiced surveyor in terms
71 of discussing potential height restrictions for houses. Most plans are currently under 32' in
72 height. The Committee noted that the houses reviewed were in the 32'-34' range with some
73 coming close to the 35' height. Mr. Hayes stated that he does not believe garages should be
74 included in the FAR calculation, though the maximum could be decreased from 600 s.f. to 500
75 s.f. instead. This would make the look from the street more aesthetically pleasing without
76 removing potential living space for buyers. Bill Paulson stated that, if the garage is included in
77 the FAR, the builder would have more flexibility overall. Mr. Hayes agreed that this could be a
78 possibility.

79
80 There was discussion regarding lots being raised due to the basement areas. Nick Tatar, 14
81 Standish Road, stated that there are three properties in his neighborhood that have clearly been
82 raised or mounded. Garrett Federow, Federow Development, stated that there are areas in Town
83 that have a lot of ledge, and it may be necessary to raise the lot to bring the houses out of the
84 water table. This can lead to issues with the pitches of the roof. He stated that change is
85 inevitable and there should only be so much regulation on people's properties. He has been
86 through the Total Living Area plus Garage Space (TLAG) process in Wellesley and there is a 35'
87 rule to show the setbacks from nearby houses. Combining the regulations with the new stretch
88 code items can make building more expensive overall.

89
90 The Committee asked if developers are generally building smaller houses in Wellesley than in
91 Needham. Lou Olson stated that larger homes become more valuable over time than smaller

homes. People need extra space for the mixture of family dynamics. Much of Needham was previously filled in order to bring them out of the water table. Builders include perimeter drains and sump pumps to help with these issues. Attics do not add to the bulk of a home. Larger, more stately homes in surrounding towns have finished third floors. In Wellesley, many of the homes are moving toward truss designs in order to accommodate the regulations. He expressed concern regarding the potential changes to the side setbacks.

The Committee stated that there was a sentiment expressed in the survey results that some of the houses being built in Town are too large for the lots and do not fit into the neighborhood.

Juan Wolf, builder, stated that there are already constraints due to the updated energy code. Adding additional constraints, as is being discussed, will make it more difficult to build in Town. There are not only market-driven conditions, but also family situations have changed. Most builders will take the path to tear down and rebuild as a way to maximize profits on a lot. Starting with a smaller lot and a more affordable house leads to less space to make any profit. He asked how the efforts of this Committee may interact with the efforts toward ADUs. Artie Crocker explained that ADUs will fit within the existing lot requirements. These will not increase the allowances on the lot. The Committee discussed that smaller lot sizes could lead to less opportunity for ADUs and this should be considered. Not all lots are created equally.

Rob Dangel stated that Wellesley noted that there was a noticeable drop in tear downs and rebuilds once they began their large house regulations. This then picked up after some time. Wellesley stated that they did not see a large impact on home values. He asked what these changes could have on the prices for smaller lots. Mr. Olson stated that prices will likely only be impacted for a short period of time because demand will increase the values along with the cost of construction. Larger homes will end up costing more.

Kevin Griffin, Griffin Building & Development, stated that in Wellesley smaller homes are still being sold at the same price point as the larger homes. This could lead to people migrating to other towns. Needham has better zoning laws in terms of its setbacks which sets it apart. He expressed concern that the proposed changes could increase the price of smaller and larger homes in Town. Many builders may pause their work to see if the market supports the proposed changes, if they go into effect.

The Committee noted that houses in Wellesley that do not go through the TLAG process tend to be significantly smaller than the houses in Needham and sell at a premium. Mr. Griffin agreed. He stated that he believes Needham will see a drop in prices for tear downs because builders will not want to gamble to see if the market will support the change in prices. Artie Crocker asked what kind of change could be proposed regarding the bulk of a house that would not have a negative impact on builders.

Mr. Tatar stated that he sees multigenerational living occurring near him in smaller capes that have had small additions or renovations made to them. He also knows of people who have purchased large houses because that it all that was available. He asked that the Committee take care in describing what sorts of families purchase each type of home. This is not a simple issue.

Mr. Federow stated that most of his customers use the current FAR ratios as closely as possible, but this is not always the case. He has had customers who did not build out their lot but still received complaints from neighbors. It is impossible to make everyone happy.

Mike Niden, 178 South Street, stated that he does not see the demand for housing in Town changing. He stated that he does not see the less than 10,000 s.f. being effected by the proposed changes. There are people who want to move into Town and are willing to spend the money to do so. The modifications may impact things in the short-term but likely will not in the long-term. He asked about the Wellesley process. Mr. Federow stated that the Wellesley zoning board process was quick in terms of a requested variance. This had a lot to do with their recent zoning changes. The large house review is a long process of approximately 2-3 months, including many requirements. Rob Dangel stated that the infrastructure Wellsley has for manpower is more than Needham currently has. The Town would need new processes to allow for flexibility to accommodate the changes.

Diane Hughes Valente, real estate agent, stated that she has not heard about families where some members are working at home and need the extra bedrooms as office spaces. Also, some insurance companies will not cover certain properties if there are large trees that are not being removed. She stated that those who are buying large houses love them. She expressed concern regarding elderly people who make money on houses that have not been kept up well and this opportunity being removed for them. If the houses are made smaller, they will cost more per square foot. People will then buy in other towns. She stated that limiting house sizes will be a detriment to most people and will fly in the face of ADUs. Artie Crocker stated that people find a way to make alternative spaces, such as in a basement, work for home offices.

Mr. Tatar stated that a 14'-16' side setback change would likely not change the types of trees that could be planted between houses. There may not be space for replanting trees in the front or back of lots with the proposed changes. This would likely lead to smaller plantings.

Mr. Niden stated that the Committee could consider some changes at the Planning Board level in order to match the way Wellesley is doing things.

Joe Matthews stated that there seems to be a lot of third floor space built in the 600 s.f. garages because they do not count toward the FAR. If this did count toward the FAR it is unclear if owners would prefer this space in a different area of the house, leading to a wider house instead of a taller house. In terms of the height impact, the intention is to reduce the height while allowing for a limit that allows for three stories.

The Committee explained that its work would continue through the summer and there would be public hearings likely in the fall based on potential recommendations. These would then be brought to the Planning Board which would have its own review and public hearing process. The Committee continues to seek public input and would like to hear from anyone who has an interest in this matter.

4. Approval of meeting minutes. *Artie Crocker*

184 Upon motion duly made by Moe Handel and seconded by Oscar Mertz, it was voted to approve
185 the meeting minutes of June 23, 2025, as amended. By roll call, the motion passed unanimously.
186

187 A builder requested that the Committee review 59 Henderson Street and 345 Central Avenue in
188 terms of their size and the way they blend into the neighborhoods.
189

190 5. Update on 3D Modeling. *Oscar Mertz*
191

192 Oscar Mertz stated that the modeling has begun with the consultant. A first round of proposed
193 reductions on the smallest house will be presented at the Committee's next meeting. This process
194 should be completed by the end of August.
195

196 6. Update on Fiscal Analysis RFP. *Lee Newman*
197

198 Lee Newman stated that the scopes of work for the Value Analysis and Fiscal Impact are
199 complete. The RFP will likely go out on Friday, with responses back in two weeks. This will
200 then coordinate with the modeling information.
201

202 Upon motion duly made by Moe Handel and seconded by Oscar Mertz, it was voted to adjourn at
203 9:02 p.m. By roll call, the motion passed unanimously.
204

205 *Respectfully submitted,*
206 *Kristan Patenaude*



Large House Review Study Committee

*House Reduction Studies
(preliminary review)*

AUGUST 04, 2025



Reduction Study Parameters:

- ❑ Select three sample houses on varying lot sizes between 7,500 and 10,000 sf
- ❑ Prepare three levels of house “bulk” reduction for each sample house
- ❑ Adjust limits for selected dimensional controls including:
 1. FAR (measured using 1, 2, 3 and G)
 2. Coverage
 3. Height
- ❑ Reduction studies use 3D modeling to visualize the various levels of change
- ❑ This initial review is “In Progress” and includes two of the three houses being studied



33'-10"
33'-0"
32'-0"
30'-0"



Existing House

	Base
1st fl	1370
2nd fl	1606
attic	1004
basement	1245
garage	475
footprint	1875
1st-2nd Flr	10'-2 1/2"
2nd-Attic	9'-2 3/4"
FAR	57% (4,455)
LFAR	67% (5,225)
Coverage	24%
main pitch	13"
Ave Grade - Ridge	34'-2 1/2"
height 1st-ridge	32'-2 1/2"



Reduction 1

	1st	
1st fl	1300	-67
2nd fl	1460	-146
attic	872	-132
basement	1152	-93
garage	420	-55
footprint	1720	-122
1st-2nd Flr	10'-2 1/2"	0
2nd-Attic	9'-2 3/4"	0
FAR	51% (4,029)	-10%
LFAR	60% (4,754)	-9%
Coverage	22%	
main pitch	12 3/4"	-1/4"
Ave Grade - Ridge	33'-4 1/2"	-10"
height 1st-ridge	31'-4 1/2"	-10"



Reduction 2

	2nd	
1st fl	1300	-67
2nd fl	1152	-454
attic	587	-417
basement	1152	-93
garage	420	-55
footprint	1720	-122
1st-2nd Flr	9'-8 1/2"	-6"
2nd-Attic	8'-8 3/4"	-6"
FAR	44% (3,459)	-22%
LFAR	54% (4,191)	-20%
Coverage	22%	
main pitch	11 5/8"	-1 3/8"
Ave Grade - Ridge	32'-4 1/2"	-1'-10"
height 1st-ridge	30'-4 1/2"	-1'-10"



Reduction 3

	3rd	
1st fl	1226	-144
2nd fl	1317	-289
attic	0	-1004
basement	1074	-171
garage	420	-55
footprint	1627	-248
1st-2nd Flr	9'-6"	-8 1/2"
2nd-Attic	8'-6"	-8 3/4"
FAR	38% (2,963)	-33%
LFAR	46% (3,617)	-31%
Coverage	20%	
main pitch	11	-2
Ave Grade - Ridge	30'-4 1/2"	-3'-10"
height 1st-ridge	28'-4 1/2"	-3'-10"

House Reduction Study #1 (N-C House 5)



Existing House



Existing House
(copied)



Existing House



Reduction 1



Existing House



Reduction 2



Existing House



Reduction 3



Existing House



**Existing House
(copied)**



Existing House



Reduction 1



Existing House



Reduction 2



Existing House



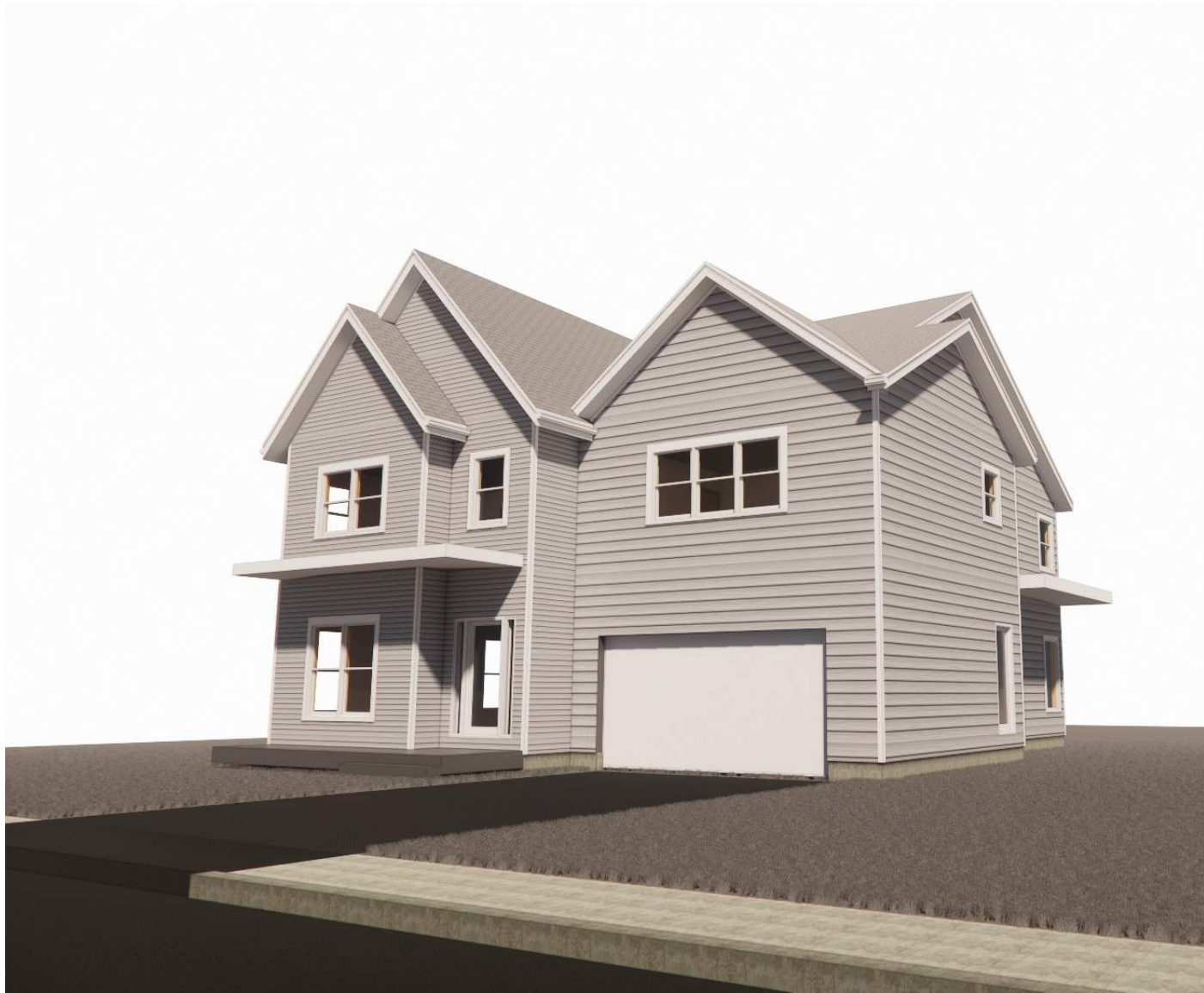
Reduction 3



Existing House



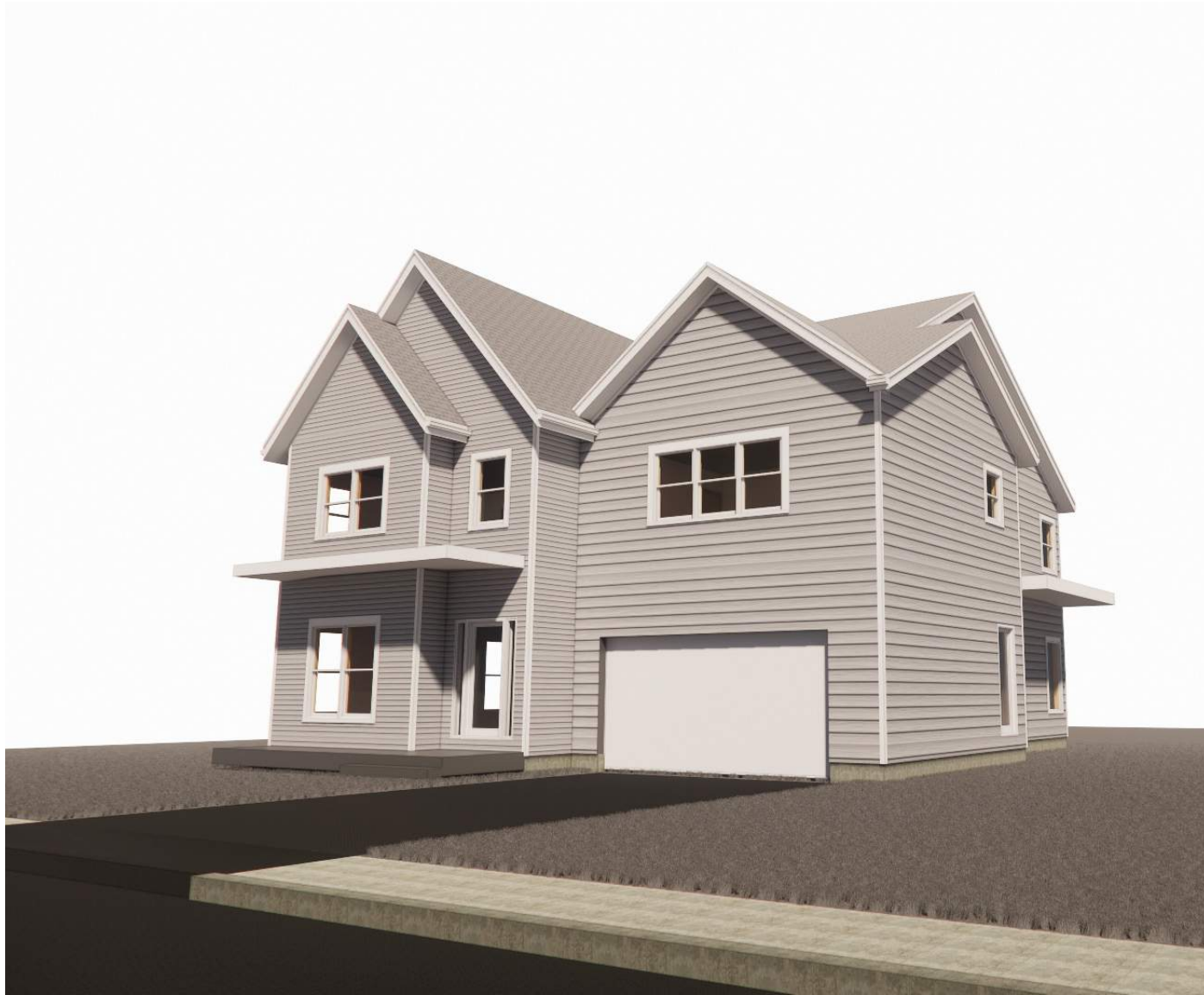
Existing House
(copied)



Existing House



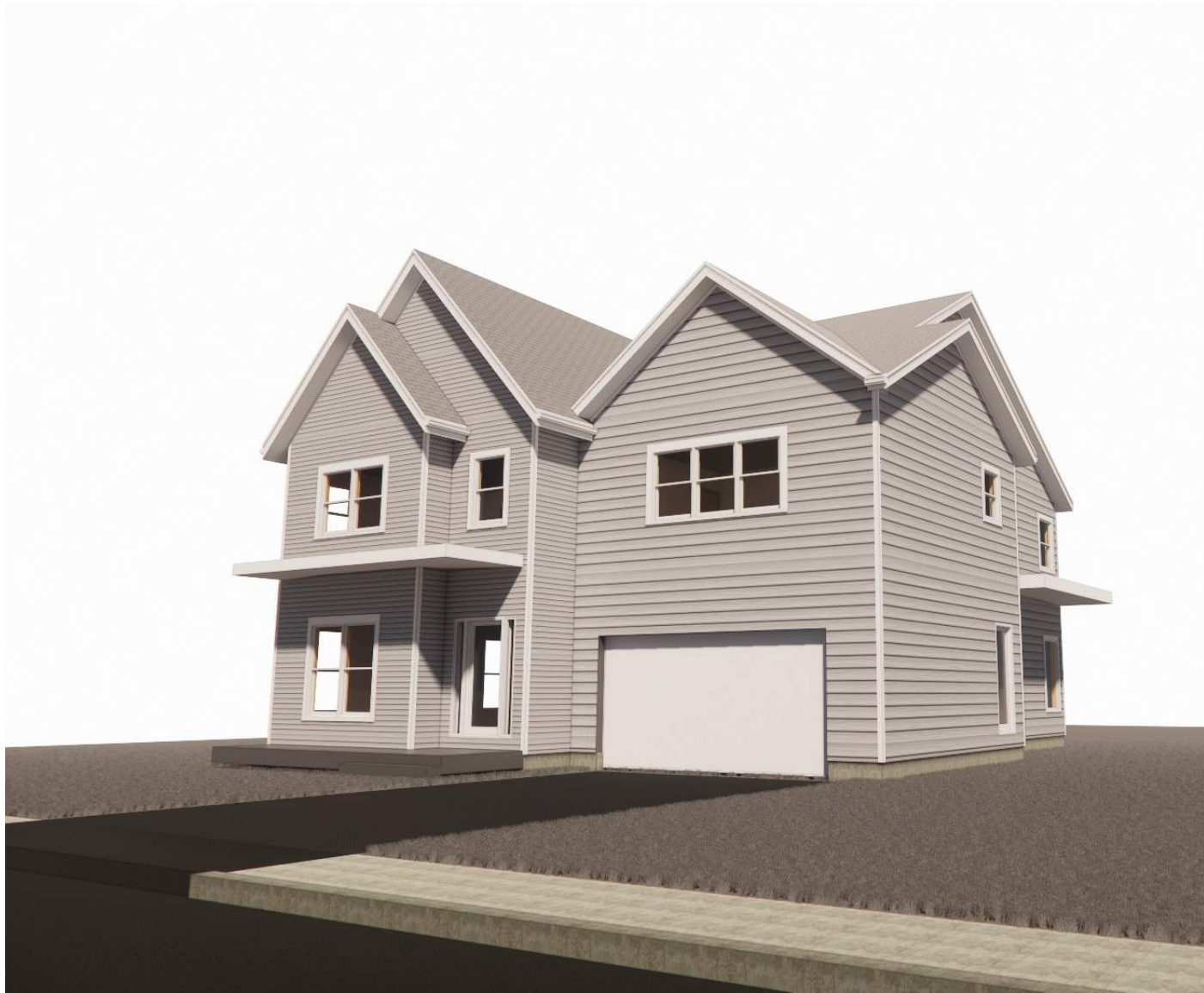
Reduction 1



Existing House



Reduction 2



Existing House



Reduction 3



Existing House

House 5 - Base









Existing House

House 5 - Base









House 5 Comparison Base - Reduction 1 - Reduction 2 - Reduction 3

house #5

	Base	1st		2nd		3rd	
1st fl	1370	1300	-67	1300	-67	1226	-144
2nd fl	1606	1460	-146	1152	-454	1317	-289
attic	1004	872	-132	587	-417	0	-1004
basement	1245	1152	-93	1152	-93	1074	-171
garage	475	420	-55	420	-55	420	-55
footprint	1875	1720	-122	1720	-122	1627	-248
1st-2nd Flr	10'-2 1/2"	10'-2 1/2"	0	9'-8 1/2"	-6"	9'-6"	-8 1/2"
2nd-Attic	9'-2 3/4"	9'-2 3/4"	0	8'-8 3/4"	-6"	8'-6"	-8 3/4"
FAR	57% (4,455)	51% (4,029)	-10%	44% (3,459)	-22%	38% (2,963)	-33%
LFAR	67% (5,225)	60% (4,754)	-9%	54% (4,191)	-20%	46% (3,617)	-31%
Coverage	24%	22%		22%		20%	
main pitch	13"	12 3/4"	-1/4"	11 5/8"	-1 3/8"	11	-2
Ave Grade - Ridge	34'-2 1/2"	33'-4 1/2"	-10"	32'-4 1/2"	-1'-10"	30'-4 1/2"	-3'-10"
height 1st-ridge	32'-2 1/2"	31'-4 1/2"	-10"	30'-4 1/2"	-1'-10"	28'-4 1/2"	-3'-10"

SUMMARY
House Reduction Study #1
(N-C House 5)





Existing House

	Base
1st fl	2,041
2nd fl	1,992
attic	1,292
basement	1,837
garage	520
footprint	2,561
1st-2nd Flr	10'-3"
2nd-Attic	10'-3"
FAR	58% (5,811)
LFAR	71% (7,128)
Coverage	26%
main pitch	6" / 12" / 16"
Ave Grade - Ridge	34'-2 1/2"
height 1st-ridge	32'-2 1/2"



Reduction 1

	1st	
1st fl	1,517	-524
2nd fl	1,711	-281
attic	975	-336
basement	1,351	-486
garage	420	-55
footprint	1937	-122
1st-2nd Flr	10'-3"	0
2nd-Attic	10'-3"	0
FAR	46% (4,623)	-10%
LFAR	54% (5,355)	-9%
Coverage	19%	
main pitch	5" / 13" / 16"	-1" / -1" / 0"
Ave Grade - Ridge	33'-0"	-1' 2 1/2"
height 1st-ridge	31'-0"	-1' 2 1/2"



Reduction 2

	2nd	
1st fl	1,517	-524
2nd fl	1324	-668
attic	705	-587
basement	1,351	-486
garage	420	-55
footprint	1,937	-122
1st-2nd Flr	9'-9"	-6"
2nd-Attic	9'-9"	-6"
FAR	40% (3,966)	-32%
LFAR	49% (4,897)	-32%
Coverage	19%	
main pitch	11 5/8"	-1 3/8"
Ave Grade - Ridge	32'-0"	-2'-2 1/2"
height 1st-ridge	30'-0"	-2'-2 1/2"



Reduction 3
(incomplete)

	3rd	
1st fl		
2nd fl		
attic		
basement		
garage		
footprint		
1st-2nd Flr		
2nd-Attic		
FAR		
LFAR		
Coverage		
main pitch		
Ave Grade - Ridge		
height 1st-ridge		

House Reduction Study #3
(C House 3)



Existing House



Existing House
(copied)



Existing House



Reduction 1



Existing House



Reduction 2



Existing House



Reduction 3
(incomplete)



Existing House



**Existing House
(copied)**



Existing House



Reduction 1



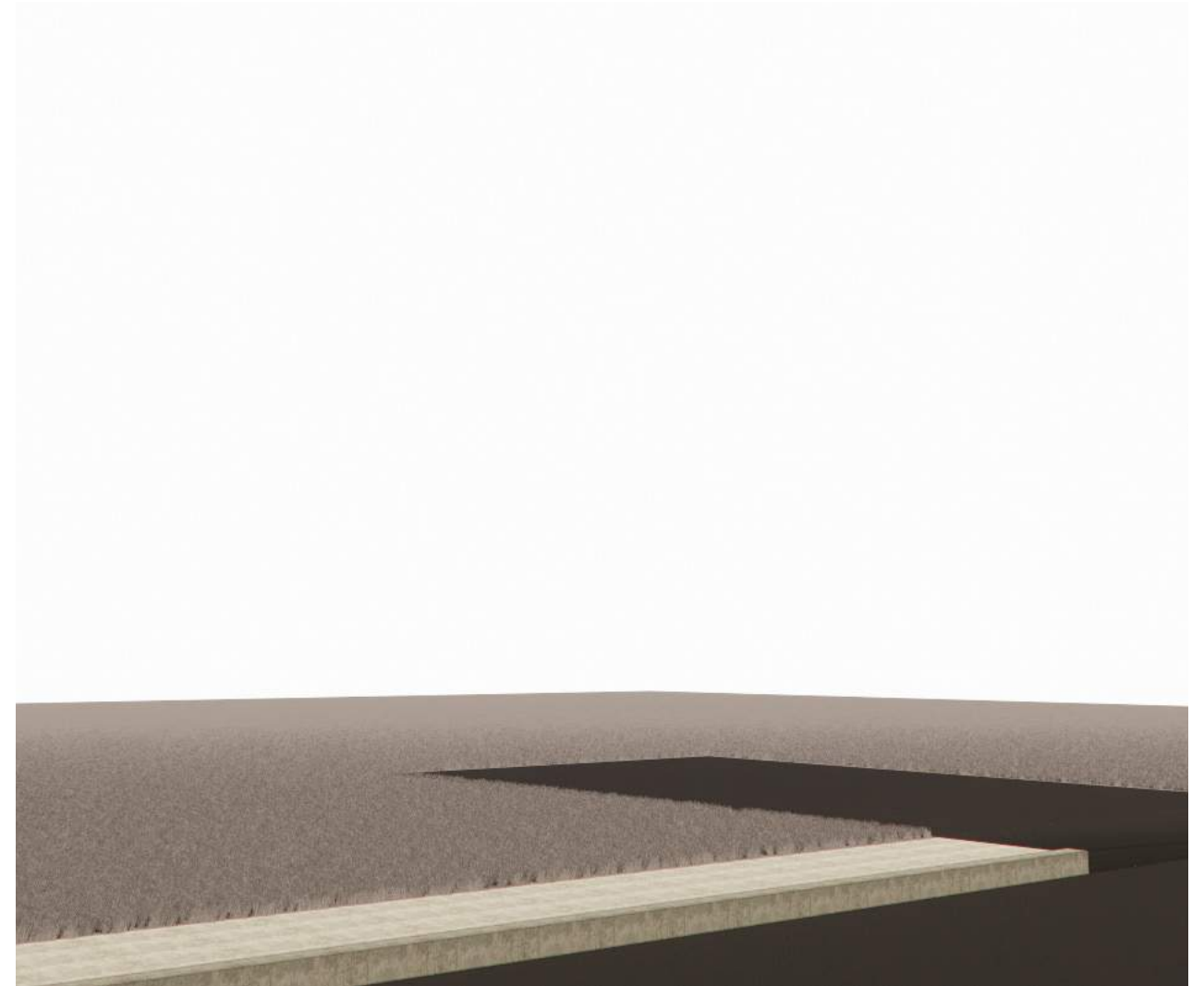
Existing House



Reduction 2



Existing House



Reduction 3
(incomplete)



Existing House



Existing House
(copied)



Existing House



Reduction 1



Existing House



Reduction 2



Existing House



Reduction 3
(incomplete)



Existing House

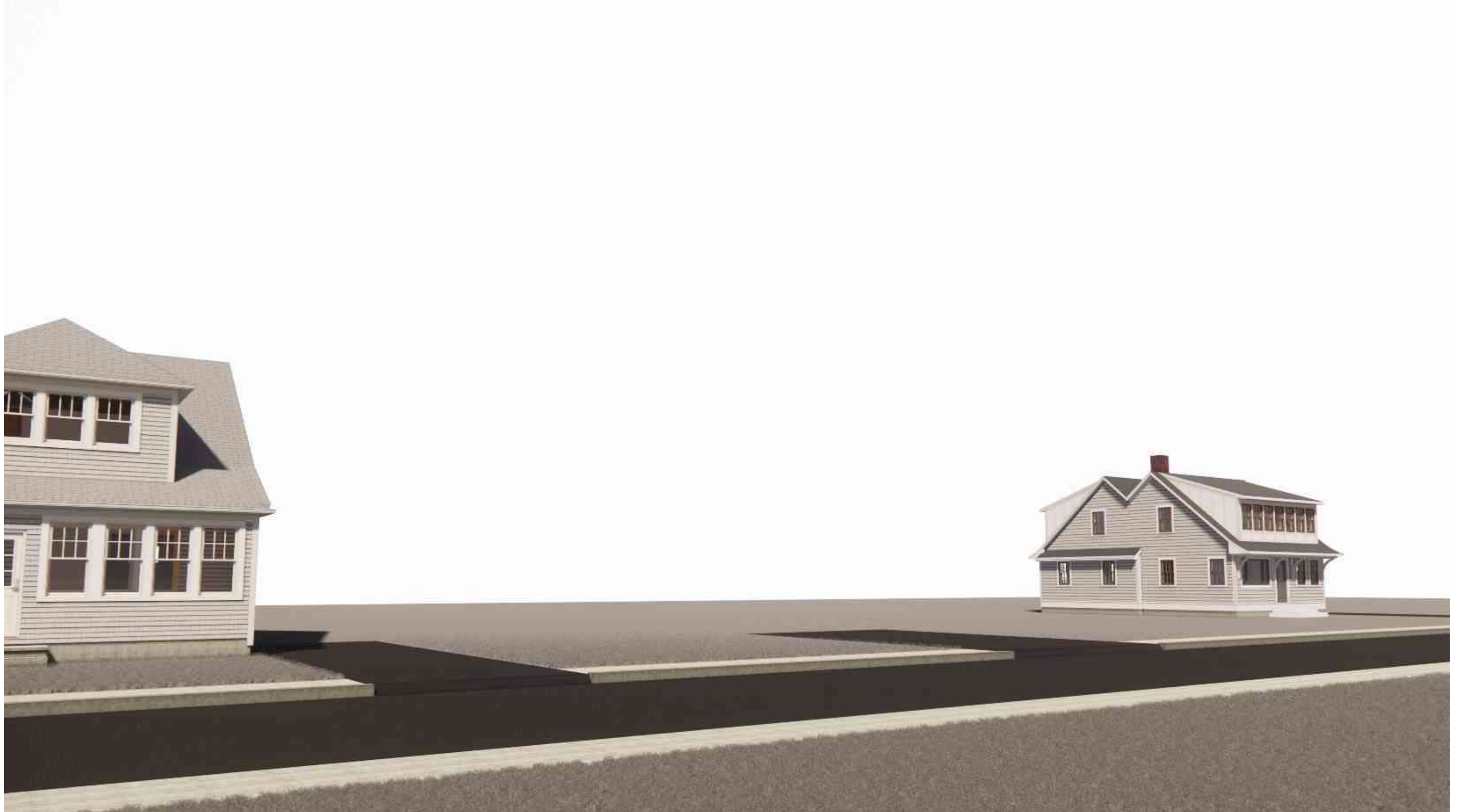
House 3 - Base





7.29.2025

House 3 - Reduction 2



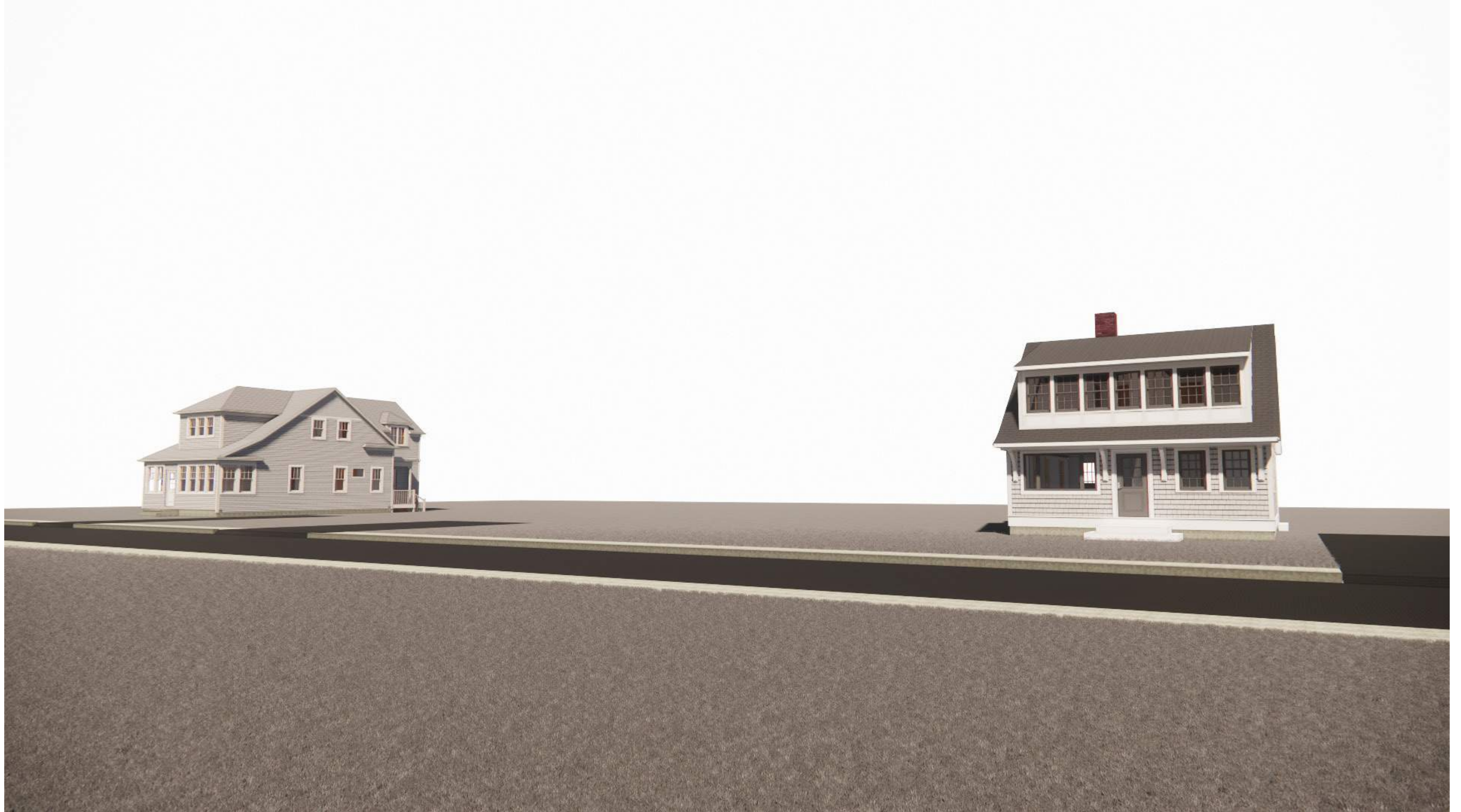


Existing House

House 3 - Base









House 3 Comparison Base - Reduction 1 - Reduction 2 - Reduction 3

house #3

	Base	1st		2nd		3rd	
1st fl	2,041	1,517	-524	1,517	-524		
2nd fl	1,992	1,711	-281	1324	-668		
attic	1,292	975	-336	705	-587		
basement	1,837	1,351	-486	1,351	-486		
garage	520	420	-55	420	-55		
footprint	2,561	1937	-122	1,937	-122		
1st-2nd Flr	10'-3"	10'-3"	0	9'-9"	-6"		
2nd-Attic	10'-3"	10'-3"	0	9'-9"	-6"		
FAR	58% (5,811)	46% (4,623)	-10%	40% (3,966)	-32%		
LFAR	71% (7,128)	54% (5,355)	-9%	49% (4,897)	-32%		
Coverage	26%	19%		19%			
main pitch	6" / 12" / 16"	5" / 13" / 16"	-1" / -1" / 0"	11 5/8"	-1 3/8"		
Ave Grade - Ridge	34'-2 1/2"	33'-0"	-1' 2 1/2"	32'-0"	-2'-2 1/2"		
height 1st-ridge	32'-2 1/2"	31'-0"	-1' 2 1/2"	30'-0"	-2'-2 1/2"		

SUMMARY
House Reduction Study #3
(C House 3)



TOWN OF NEEDHAM
Planning and Community Development
Town of Needham

26GEN088G
Value Analysis and Fiscal Impact Study

INFORMATION FOR RESPONDERS

Purpose

This study seeks a value analysis to understand how potential changes in the zoning code affect the 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 they are permitted to build and to what magnitude, if any, that changes the current market value of the house. Additionally, the study seeks a fiscal impact analysis to understand the fiscal impact on the Town of a reduction in permitted house size on municipal tax revenues within the Single Residence B zoning district.

Submission Process

Responses are due by Friday, August 8, 2025 at 11:00am. The response must be emailed to pcentral@needhamma.gov. The response must be complete and all required documents and information must be provided. The successful consultant must execute the Town's contract electronically. The Town will forward the contract to be executed via DocuSign. Any questions must be emailed to pcentral@needhamma.gov.

General Contract Terms

The successful respondent must sign the Town's 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.

Background

In Needham, many smaller existing houses on small lots are being torn down and replaced with very large, expensive new homes. In many cases, these existing homes could have been purchased by homeowners for reuse or modest renovation, but the combination of overly permissive zoning and the availability of buyers willing to spend \$3,000,000 or more for 6,000 SF houses has incentivized the teardown phenomenon. As a result, the town is slowly losing its inventory of smaller homes for moderate income homeowners. In addition, the visual impact of these large houses on small lots has disrupted the character of many neighborhoods.

To address this issue the Needham Planning Board appointed the Large House Review Study Committee. The charge of the Committee is to develop recommendations on how best to ensure that new residential construction in the Single Residence B District will complement existing buildings, settings and neighborhood character. This Large House Review Study committee will be making recommendations to the Planning Board regarding how the zoning bylaws should be changed to dis-incentivize this teardown phenomenon to limit it to those houses that merit teardown and to re-establish appropriately sized new homes scaled to their lot size.

Any additional insight from other towns' experiences with bylaw controls of large house construction would be very beneficial in validating this analysis. There is clearly a complex set of factors at play like home condition, location and regional market trends to be considered in understanding a home's sales value.

We recognize that such bylaw changes may alter the value of existing houses, especially those that are in poor condition. For example, if a builder is limited to building a 3,000 SF house rather than a 4,000 SF house on a 7,500 SF lot, the teardown value of that existing house to a developer may drop. Alternatively, if the existing small house is in good shape and simply in need of cosmetic upgrades, is there any impact on the sale price of that house to a homebuyer under the more restrictive zoning bylaws. The purpose of this study is to attempt to quantify the impact of more restrictive zoning bylaws on a home's value for a developer/builder seeking to maximize profit on a larger new home. Presumably the value of the existing home, that is in good shape, maintains value for any prospective homebuyer regardless of any change to the zoning bylaw restricting new home size. Additionally, the study seeks a fiscal impact analysis to understand the fiscal impact of a reduction in permitted house size on municipal tax revenues. This analysis will project municipal tax revenues associated with four prototypical house size models across the Single Residence B zoning district to determine fiscal tax revenue impact.

Scope of Work

The selected consultant will be responsible for the following:

1. Examine recent sales records for Needham to assess the value of homes including sale price, livable floor area, lot size and location. Town Building Department computerized records are available to the consultant. MLS information can be provided if not available to the consultant.
2. Compile data on sales of existing homes to other homeowners.
3. Compile data on sales of existing homes to developers/builders.
4. Using this and any other pertinent data, determine the effect of tightened zoning bylaws on the following:
 - a. Probable change in Sale price of existing homes in good state of repair bought by homeowner.
 - b. Probable change in Sale price of existing homes in good state of repair bought by a Developer.
 - c. Probable change in Sale price of existing homes in poor state of repair bought by Developer.

Table 1: Suggested evaluations of different size lots and houses with Floor Area limits under existing bylaws and possible future bylaws.

Lot Size	Existing FAR Limit	Reduced FAR Test Limits		
7,000 SF	4,000 SF	NA	3,000 SF	3,500 SF
10,000 SF	6,500 SF	4,500 SF	5,000 SF	5,500 SF

Note 1: The floor areas above are MLS "Livable" SF, including B, 1, 2, 3, but not including garage.

5. Prepare a fiscal impact analysis of four selected prototypical house size models on lots of 7,000 SF

and 10,000 SF to determine the budgetary impact. The scope to include:

- a. Review the background documents associated with the house size reduction options.
- b. Assemble relevant municipal finance data from the Town of Needham and the Massachusetts Department of Revenue.
- c. Consult with Assessor's Office, if necessary, to verify the validity of market data to be used to estimate redevelopment value of property in the Single Residence B district.
- d. Provide projections for tax revenues. Revenue factors include the following: Project effect on property taxes, vehicular taxes, licenses and fees, and miscellaneous taxes.
- e. Provide a five-year projection of Town tax revenues from each of the four development scenarios (Existing FAR Limit and 3 Reduced FAR Test Limits) on lots of 7,000 SF and 10,000 SF across the Single Residence B zoning district.

Deliverables

1. The consultant shall provide a value analysis report to the committee including:
 - Executive Summary
 - Detailed description of how the value analysis data was used/analyzed to arrive at results provided.
 - Detailed summary of findings for all combinations of conditions studied.
 - Provide Graphs and Tables of data showing results of analysis.
 - Provide qualitative analysis of making this adjustment to house size in the larger context of regional home supply/demand and individual town desirability/demand.
 - Compile data used in analysis and results thereof and include in Appendix Report.
2. The consultant shall provide a fiscal impact analysis report to the committee including:
 - Executive Summary
 - Detailed description of how the municipal finance data from the Town and the Massachusetts Department of Revenue was used/analyzed to arrive at the fiscal municipal tax revenue results provided.
 - Detailed summary of findings for all combinations of conditions studied.
 - Provide Graphs and Tables of data showing results of analysis.
 - Provide qualitative analysis of the fiscal municipal tax revenue impact to the Town of making the noted adjustment to house size.
 - Compile data used in analysis and results thereof and include in Appendix Report.

Meetings

The consultant will be required to present their draft findings to a meeting of the Large House Review Study Committee. Additionally, the consultant shall be available to meet with staff and the Large House Review Study Committee Working Group representatives three times over the course of the project. The meeting with the Large House Review Study Committee shall be in person. Meetings with the Large House Review Study Committee Working Group can be conducted via zoom.

Minimum Qualifications

The selected consultant must meet the following minimum qualifications:

- Demonstratable experience and expertise in planning, zoning, and land use issues.
- Demonstrable experience related to value analysis and fiscal impact analysis.
- A minimum of five years of experience in value analysis and fiscal impact analysis and who have a portfolio showcasing a range of projects, including those similar in scope and complexity to the requested project.

26GEN088G
Value Analysis and Fiscal Impact Study

Quote Form		
Item		Total Anticipated Cost
A	Cost of Value Analysis and Fiscal Impact Study as detailed in specifications	\$
B	Prompt Payment Discount	___%/ __ Days

Company Name _____

Address _____

Print Name and Title _____

Authorized Signature and Title _____

Date _____ Telephone _____

Acknowledgement of Addendum _____

26GEN088G
Value Analysis and Fiscal Impact Study

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 (hereinafter the "Project") is made the ____ day of _____, ____ by and between enter name of company a corporation (*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 Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, hereinafter referred to as the **Town**.

Whereas the Town desires to obtain the services of Consultant and Consultant represents it has expertise and experience to provide the services described herein for the benefit of the Town therefore the parties agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Request for Quotes;
3. The Consultant's Quote dated **enter date**;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2. SCOPE OF THE WORK

The Consultant agrees to perform such professional services as are set forth in this Agreement. The Consultant will perform such services with the standard of professional care and skill customarily provided in the performance of such services. The Consultant agrees to perform as set forth 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 conditions in any attachment and the terms of this Agreement shall be decided in favor of this Agreement.

ARTICLE 3. TERM OF AGREEMENT

The work to be performed under this Agreement shall be commenced immediately and shall be entirely completed by _____. This term may be extended beyond such completion date if the Town agrees to the extension in writing. The Consultant hereby agrees that if he fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the Town, the Town may give notice to the Consultant in writing to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice if the work is not proceeding to the satisfaction of the Town, the Consultant shall be considered to have defaulted in the performance of this Agreement.

-- or --

This Agreement shall be for a term of _____ year(s), commencing on _____, 202____ and ending on _____, 202____, 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 \$**enter 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:

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 non-owned 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 applicable 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 prior to the effective date 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 authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

TOWN OF NEEDHAM, by its Town Manager:

Kathleen King

DOCUMENT WAS REVIEWED FOR COMPLETENESS

Town Employee
Title:

Date

CERTIFICATION AS TO DEPARTMENT REQUIREMENTS AND TOWN USE

Department Manager

Date

CERTIFICATION AS TO CHAPTER 30B COMPLIANCE

Chief Procurement Officer

Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS

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 AS TO FORM
(Required for agreements \$25,000 or more)

Town Counsel

Date

Alexandra Clee

From: Heidi Frail
Sent: Thursday, July 31, 2025 10:23 AM
To: Planning; Artie Crocker; moehandel@gmail.com
Subject: Fwd: Land Prices

Some email input shared to me
Thanks, Heidi

Begin forwarded message:

From: Ed Saraiva <edsaraiva@outlook.com>
Date: July 31, 2025 at 8:44:50 AM EDT
To: Heidi Frail <hfrail@needhamma.gov>
Subject: Land Prices

Today's NEEDHAM Observer:

Take a poll, I bet most in town would agree:

I will be selling my house in the next 5 years. I would be fine if land cost dropped \$100k to \$200k to accommodate smaller houses. For me, having some green space and more grass for water run off is a good trade off.

Tear downs are only possible because there is no land. You don't have to travel all that far (15 miles max) to find communities where the prices will not support tear downs. Those people work from home in smaller houses. I work from home in a smaller house.

Ed Saraiva

Sent from my iPhone

Alexandra Clee

From: John Rufo <john@jrufostudio.com>
Sent: Thursday, July 31, 2025 8:49 AM
To: Planning
Subject: Large House Review

Good morning,

I was just reading the Large House article in the Observer and thought I'd lend a few thoughts.

As a 26-year home-owning resident and business owner in Needham, and as an architect and board member of the Charles River Chamber I have a few potentially conflicting opinions on the issue:

- I earn my living designing homes and additions to homes in Needham, Newton, and other surrounding communities.
- Only recently did I realize how non-restrictive Needham's dimensional criteria in the zoning ordinance are when compared to, say, Newton. In today's world of information transparency and neighbors having strong opinions and a way to voice them, when I step back and look at Needham's zoning ordinance as it relates to single-family house design, it's actually a little shocking that there are not FAR limits on Attic and Basement spaces.
- Newton has a very detailed, and in my opinion, fair way of calculating basement and attic contribution to FAR. It's pretty effective in my mind at right-sizing the overall bulk of the building, especially on sloping sites where the potential for a new house to tower over an adjacent property is very real. While it's frankly a pain in the ass to do the calculation, it does provide a nuanced way of addressing the bulkiness of new houses and additions.
- As it regards housing prices, I think the various developers that weighed in on how a smaller house will not necessarily yield a lower price are most likely correct. I don't think large house review should be thought of as a way to address home prices. That's really a different issue that needs a more wholistic solution, and this winter Needham residents unfortunately expressed a fear of progressive solutions. That's a loss for the town but should not be conflated with large houses.
- I'm very sympathetic homeowners maxing out their investment as they hit retirement years and other life milestones. I'll be there soon. But I think the idea that more nuanced bulk restrictions on houses being a major detriment to the eventual value of the house down the road is unproven and overstated. Needham is not going to suddenly lose its standing as a town with great investment value if new houses on small lots are 10% smaller.
- Finally, the other thing that Newton did recently (as of Jan 1st) was to calculate building height by the existing grade rather than the finished grade. I believe they need to tweak this piece of the ordinance to allow for a de minimis exception so that what is essentially a flat site does not trip the need for a costly 120 day special permit. However, the basic approach to this calculation will ultimately be another effective way of fine tuning building bulk.

My conclusion:

1. Builders and developers will always push back on these restrictions. It does not mean we can't reach a middle ground compromise.
2. Don't think of large house review as part of the house prices solution. In my opinion it muddies the waters and is irrelevant.
3. Neighbors are going to complain. You can't please all of the people.

Cheers,

-j-

John M. Rufo

Architect / Artist

he/him

John Rufo Studio

Mobile: 781.540.9025

john@jrufostudio.com

<https://www.jrufostudio.com/>

CRRRC – Board of Directors / Arts & Culture Co-Chair

Alexandra Clee

From: Brian Keaney <brian@briankeaney.org>
Sent: Thursday, July 31, 2025 8:05 AM
To: Planning
Subject: Large houses

Dear Planning Board and Large House Study Committee:-

I grew up next door in Dedham and lived there most of my life. I've thus watched it change, for good and for not so good, over the last four decades. I would have been very happy to stay there for the next 40 years had the schools not been so much better on this side of the Charles.

My family moved to Dedham last August, making us Needham residents for almost exactly a year now. We had been looking at Needham for several years before that, though. I can remember cutting short a ski trip and rushing down 128 in order to make it to an open house. We dragged little kids to viewings, praying they wouldn't knock anything over. We got excited every time a new house would pop up in our price range.

Do you know what happened to just about every one of those houses? The small little ranch, or reasonably priced three bedroom, has now been replaced by some monstrosity that sticks out in the neighborhood like a sore thumb. We got outbid by developers every time. I can think of more than one street (not just house) that we loved the first time we saw it but wouldn't love being a neighbor there nearly as much now.

I own four homes, so I completely understand the argument that homeowners should be able to do what they want with their own property. I am about to sell one of mine, and if there was a restriction that limited the profit I could make I am sure I wouldn't be happy about it.

However, as a renter who was new to town when the various MBTA Communities campaigns were taking place last year, I couldn't help but say to myself: if you want to ensure regular families don't get priced out of town, how about you stop knocking down homes they can afford? That seemed to me to be a much better solution than building huge blocks of apartment buildings.

I know you don't have any easy answers in front of you, and that there are good arguments on both sides. However, as you deliberate, I would ask you to prioritize young families and the regional housing crisis over the developers and the people who have made exponential (paper) profit on their homes over the last several decades.

They will still make plenty of money when they sell their homes. I, on the other hand, may end up being a renter for the next 12 years until my rising kindergartener goes off to college and I can move back to the much more affordable Dedham.

Thank you all very much,

Brian Keaney

--

Please note my new email address: Brian@BrianKeaney.org

Alexandra Clee

From: Jim Lowenstern <jlowenstern@hotmail.com>
Sent: Thursday, July 31, 2025 11:05 AM
To: Planning
Subject: Large House

Dear Planning Board,

I have been selling real estate in Florida (Palm Beach 33480) and in the Boston area since 1985. I am currently a Needham resident (since 2004) plus I am in the new construction trade as both a builder and broker.

I have never seen stricter regulations change outcomes to a point where the primary complaint that brought about the change has substantially helped appease the complainers, however I have seen the outcomes make matters worse.

For years the City Of Newton has let the abutters in certain neighborhoods file their grievances and lawyer up and tear down approved foundations and stall projects for years with little or no positive change. I believe that should the Town of Needham follow such a path it will only bring requests for more special permits, smaller, yet still expensive houses, and even lower property valuations and taxes. No simple change like clamping down on square footage limits will yield only positive results. The houses in Newton for example are still expensive and created possibly the expanding Needham construction boom. If Needham regulates for smaller houses then land values will decrease, tax revenue will decrease and many buyers will be finding themselves looking in other towns for many reasons.

I have seen the lifestyle and the Town of Needham in general improve over the last 20 years due to better housing and better infrastructure. The same people who are complaining now will always complain even if the new house that's built on their street is a little smaller. I have met these kinds of people at many city and town meetings and they are in my opinion never going to be happy. They will be unhappiest when they can't get the price they want for their property when they go to sell it because of the regulations they fought for.

Needham is a great town and only getting better with every passing year. Please don't try to fix what isn't broken.

Sincerely,

Jim Lowenstern, National Team Leader/
Castles Unlimited Team

Brokered by eXp
617.733.8280 (Cell)

Founding Member of REALM-Global

www.castlesunlimited.com

www.castlesluxury.com

www.theexponentialfiles.com

www.yourmilliondollaryear.com

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Alexandra Clee

From: Jess Delaney <jessd2@aol.com>
Sent: Thursday, July 31, 2025 1:11 PM
To: Planning
Subject: Large House Study

Just a note to thank you for hosting the builders meeting and the large house issue is definitely a worthwhile topic that greatly effects the town. I did see the meeting on Zoom and some good points were made.

I wasn't sure how the meeting was going to go and I'm not one to be very vocal about much in general but I did want to contribute as a builder in favor of size reduction.

I have been a Needham resident since 1979, went to Needham schools, and directly into construction from there. I started my own company in 1996 doing smaller projects and worked my way into larger ones, including some new homes but also many additions and remodels.

I appreciate the opportunities offered to me by Needham, from it's great location, to schools, to being a viable place that supports my business as a contractor. I have always felt that supporting the community you are in is an important part of doing business and it benefits all. Being a contractor has enabled me to give back in several ways including recently participating in my 32nd Needham July 4 parade. I did floats for 20 years and have spent the last 12 hauling the Plugged In band. I say this mainly to point out that smaller new homes would also be a great way to give back to the town and would read as more thoughtful, and be appreciated by residents while still gaining the benefits of new homes.

Needham has been and will continue to be a great place to live for many reasons and I think there is a way to continue to have the town benefit from teardowns both in terms of tax base for the town and desirable housing for the buyers of today. Unfortunately Needham will likely never again be an affordable community and I regret the loss of diversity that offers but think a size reduction can be a way to respect our past and our ongoing long time residents while making improvements with a careful eye on the future.

Rather than a continually rambling email, some points I would make are:

A moderately smaller house will not be a detriment, difficult to sell, or be worth any less money to a buyer. The idea that someone will pass on a new house over 500sf or so and look in other towns when they want Needham is simply ridiculous. Also, all builders would be on a level playing field as all new homes available would be built to meet the same zoning and be comparable.

Likewise, a smaller house with the same value maintains the tax gain for the town and makes the new homes more energy efficient and a better fit for the neighborhood.

It seems like the marketing of new homes has been trying to have an SRA mansion in SRB

Many builders doing tear downs don't live in Needham and the changes made don't effect them personally.

Care should be taken to give those with non conforming lots or situations some relief

There is not likely a one size fits all formula for reducing size but maybe part of it could be selectable by trading height for footprint, etc. Most or all homes max out the footprint and then have 9 or 10 foot ceilings which is a nice interior space but also quickly adds to size.

Many residents ask me why builders build the houses so big. The simple answer is: People buy them.

Maybe offer a little leeway for additions as often the design is made to compliment the existing and that will moderate the build even for large scale expansion.

What will Needham look like in 20 years? It's worth seriously thinking about that, and how about 50 years?

Most of the new homes are likely a 50 year structure and not going to last like an old victorian or other older homes. Will future planning boards be dealing with resizing re-teardowns?

Thank you again for holding the meeting and giving the builders an opportunity to weigh in.

Jess Delaney

J T Delaney Construction, LLC
Needham, MA

J T Delaney Construction, LLC
Needham, MA
781-453-0667 (office)
781-589-2315 (cell)
jtdelaneyconstruction.com
jessd2@aol.com

Alexandra Clee

From: Teresa Combs <tcombs2@verizon.net>
Sent: Thursday, July 31, 2025 3:07 PM
To: Planning; Alexandra Clee
Subject: Re: Request for Direct Outreach to SRB Property Owners Regarding Potential Zoning Changes

Dear Members of the Large House Review Study Committee and Planning Board,

My partner and I have lived in Needham for almost 25 years, and our 26-year-old son attended and graduated from the Needham Public Schools. I am 65 years old, love our town and am committed to staying here.

I am writing to respectfully request that the Committee conduct direct outreach to residents of the more than 7,000 properties located within the SRB zoning district who will be impacted by any prospective zoning changes under consideration. These homeowners deserve to be made aware - through a mailed postcard or flyer - of the Committee's charge and ongoing discussions, so they have sufficient time and opportunity to understand the implications and share their perspectives.

I appreciate the work the Committee is doing and acknowledge the public outreach efforts to date, including the June 9th public hearing at Town Hall, the online survey, and the recent discussion with some local developers. That said, I have some concerns about the methods used to gather community input and how that input might be interpreted and/or used.

From my experience, residents who attend public meetings tend to be those already actively engaged or supportive of a particular viewpoint on an issue. Similarly, while the online survey received approximately 1,000 responses, the sample was self-selected and does not necessarily reflect a representative cross-section of Needham residents. Additionally, some of the survey questions appeared leading, subjective, or emotionally charged. For example, Question 1 - "Needham has a large house and/or teardown issue" - presupposes a problem and may have influenced responses to later questions. The fact that 76% of respondents agreed or strongly agreed with that statement likely impacted the overall tone of the results.

I am also concerned by the use of ChatGPT to analyze and draw conclusions from the public meeting notes and survey responses. AI can be a helpful tool, but it is only as good as the information and context it is given. It would be irresponsible to draw strong conclusions - particularly statements about a community-wide mandate for zoning reform - based on this type of analysis.

Given these concerns, I urge the Committee to please broaden its outreach and specifically notify residents in the SRB district, many of whom may not be aware of the changes being considered or the potential implications for their properties and neighborhood. Direct outreach would ensure a more inclusive and equitable process.

Thank you for your time and consideration.

Sincerely,

Teresa Combs
7 Utica Road, Needham