

BOARD OF SELECTMEN

August 15, 2017

Needham Town Hall

REVISED Agenda

Note: Agenda subject to revision, start times are approximate and agenda items may be discussed at earlier or later times.

	6:30	Executive Session Exception 6: to consider the purchase, exchange, lease or value of real estate
	6:45	Informal Meeting with Citizens <i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i>
1.	7:00	Certificate of Appreciation—Carol Bourlis
2.	7:00	Public Hearing Continuation: Eversource Energy- Helen Road
3.	7:00	Public Hearing: Eversource Energy- Central Avenue Maureen Carroll, Eversource Representative
4.	7:00	Public Hearing: Crown Castle- First Avenue Sophia Buckley, Project Manager
5.	7:00	Transfer of All Alcohol License to Henry Hospitality, Inc., d/b/a The James, Stuart Henry, Proposed Manager, 1027 Great Plain Avenue
6.	7:20	Approve 5 year Cable Television Renewal License Agreement with Verizon - Michael Greis, Cable Television Advisory Committee - Kate Fitzpatrick, Town Manager
7.	7:30	Department of Public Works, Richard P. Merson, Director - Taking of Temporary Construction Easement: 132 Forest Street - Traffic Regulations - Booth Street - Cefalo Road - Central Avenue - Cynthia Road - Louart Drive
8.	7:35	Town Manager - Approve Memorandum of Agreement – DPW/NIPEA - Accept and Refer Zoning Amendment - Determination of Unique Status - Close Special Town Meeting Warrant - Take Out Food Served by Mobile Food Vendors - OPEB Update - Public Safety Project Update

9.	8:05	Board Discussion • Adopt FY2018 - 2019 Goals • Town Manager Performance Evaluation • Committee Reports
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APPOINTMENTS

1.	LUCA Liaison (Local Update for Census Addresses)	Theodora Eaton (term – indefinite)
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CONSENT AGENDA *=Backup attached

1.*	Approve Open Session minutes of June 27, 2017, July 25, 2017, July 28, 2017, and August 4, 2017 and Executive Session minutes of June 27, 2017, July 25, 2017, July 28, 2017, and August 4, 2017.				
2.	Ratify Special One Day Wines & Malt Beverages license request from Needham Pool & Racquet Club who changed their Summerfest event from July 13, 2017 to July 28, 2017.				
3.*	Approve an event for the Circle of Hope to hold its “Full Circle” event on the Town Common, Saturday, September 23, 2017 from 10:00 a.m. to 12:00 p.m. Event has been reviewed and approved by the Police, Fire, and DPW departments.				
4.*	Approve road race event form from Christopher George of the Sean Biggs Memorial Foundation, to hold its 5K race/ 1 mile run in Needham on November 19, 2017 from 6:00 a.m. to 12:30 p.m. In the event of inclement weather, event will be held on November 26, 2017. The race application has been approved by the following departments: DPW, Police, Fire, and Park and Recreation.				
5.*	Grant permission for a fund-raising bicycle ride through Needham on September 8, 2017. The event, Braking Aids Ride, is a three-day bicycle ride to benefit Housing Works, a major AIDS service organization headquartered in New York City. Approximately 125 riders will pass through Needham between 6:30 a.m. and 7:30 a.m. The route of the race has been approved by the following departments, DPW, Police, Fire, and Park & Recreation.				
6.	Accept a \$250 donation made to the Needham Health Department’s Substance Abuse Prevention & Education Program from Louise Condon Realty.				
7.	Approve request from Park and Recreation Commission to host their annual “Spooky Walk” on Saturday, October 21, 2017 which commences on Town Common at 10:00 am, with a rain date of Saturday, October 28, 2017.				
8.*	Amend Permit Fee Schedule, effective August 15, 2017.				
9.*	Approve replacement parking permit fee of \$10 effective August 15, 2017.				
10.*	Approve and sign Water & Sewer Abatement Order #1241				
11.	Grant permission for the following residents to hold block parties:				
Name		Address	Party Location	Party Date	Party Rain Date
Eric Kaplan		33 Elmwood Rd	Elmwood Rd between Fuller & Lancaster	9/9/17	9/10/17
Christine Holland		104 Newell Ave	Intersection of Newell, Prospect, Lewis, & Meadowbrook	9/9/17	9/10/17
Katherine Calzada		9 Morton Street	Outside 9 Morton St.	9/10/17	9/17/17
					1pm-4pm

Darren Franco	41 Shirley Road	Shirley Rd cul-de-sac	9/2/17	9/3/17	4pm-10pm
Beth Champagne	37 Ware Road	Ware Road	9/16/17	9/17/17	2pm-9pm



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

**MEETING DATE: 08/15/2017
continuation of 7/25/17 hearing**

Agenda Item	Public Hearing: Eversource Energy – Helen Road
Presenter(s)	Maureen Carroll, Eversource Energy Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Eversource Energy requests permission to install approximately 7 feet of conduit in Audrey Avenue. This work is necessary to provide underground electric service at 8 Helen Road, Needham. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<u>Suggested Motion:</u> Move that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 7 feet of conduit in Audrey Avenue. This work is necessary to provide underground electric service at 8 Helen Road, Needham.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below) a. Petition Letter of Application b. Order c. Petition Plan d. Notice Sent to Abutters e. List of Abutters	



200 Calvary Street
Waltham, Ma 02453

June 15, 2017

Board of Selectmen
Town Hall
1471 Highland Ave
Needham, MA 02192

RE: [#]8 Helen Road
Needham, MA
W/O #2214111

Dear Members of the Board:

The enclosed petition and plan is being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install about 7± feet of conduit in Audrey Avenue.

The reason for this work is to provide underground electric service to 8 Helen Road.

If you have any further questions, contact Maureen Carroll at (781) 314-5053.
Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Kelly-Ann Correia".

Kelly-Ann Correia, Supervisor
Rights and Permits

KAC/kj
Attachments

A handwritten note enclosed in a hand-drawn circle. The text inside the circle reads "ok in proposal" on the first line, "TH" on the second line, and "7/6/17" on the third line.

OK R.P. Merson
DPW Director
7/6/17

**PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **Board of Selectmen** of the Town of **NEEDHAM** Massachusetts:

Respectfully represents **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **A. Debenedictis Dated June 12, 2017** and filed herewith, under the following public way or ways of said Town:

**Audrey Avenue - Westerly from pole 156/4 approximately 25 feet south
of Helen Road a distance of 7 ± feet of conduit.**

(W.O. #2214111)

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

BY Kelly-Ann Correia
Kelly-Ann Correia, Supervisor
Rights & Permits

Dated this 15th day of June

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2017

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Audrey Avenue - Westerly from pole 156/4 approximately 25 feet south
of Helen Road a distance of 7 ± feet of conduit.**

(W.O. #2214111)

Hearing Required

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on the plan made by **A. Debenedictis, Dated June 12, 2017** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

1	_____	
2	_____	Board of Selectmen
3	_____	the Town of
4	_____	NEEDHAM
5	_____	

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2017 at _____ in said Town.

1	_____	
2	_____	Board of Selectmen
3	_____	the Town of
4	_____	NEEDHAM
5	_____	

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **NEEDHAM**, Massachusetts, duly adopted on the _____ day of _____, 2017 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of **NEEDHAM**, Massachusetts

#3

HELEN RD

AUDREY AVE

APPROX. PT.
OF PICKUP

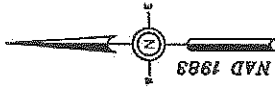
#8

156/4

7±

CUSTOMER TO INSTALL
2 - 2" PVC PIPES
SCH 40 NO CONC

#28



SECTION - 2
STREET SURFACE

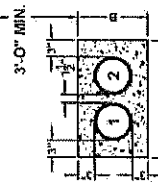


FIG. 1 2-DUCTS

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND IS MADE BY THE COMPANY FOR THE ACCURACY OF THE INFORMATION. THE COMPANY AND ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND VENDORS SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE TO HOLD THE COMPANY AND ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND VENDORS HARMLESS FROM ANY SUCH LOSS OR INJURY. THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE, AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

INSTAR EVERSOURCE
ENGINEERS
GEOLOGISTS

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

C#

Ward #

Work Order # 2214111

Surveyed by:

Research by:

Plotted by: GC

Proposed Structures: MR

Approved: A DEBENEDICTIS

P#

Plan of HELEN RD, NEEDHAM

Showing PROPOSED CUSTOMER CONDUIT LOCATION

Scale 1"=20'

Date 06/12/2017

SHEET 1 of 1



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:30 p.m. on July 25, 2017** upon petition of Eversource Energy dated **June 15, 2017** to install about 7 feet of conduit in Audrey Avenue. The work is necessary to provide underground electric service to 8 Helen Road, Needham.

A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Eversource Energy representative. Maureen Carroll, at 781-314-5053.

Marianne B. Cooley
Daniel P. Matthews
John A. Bulian
Maurice P. Handel
Matthew D. Borrelli

BOARD OF SELECTMEN

Dated: July 13, 2017

8 HELEN ROAD

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
ROTH, MATHEW & GERSON, JEFFREY	ROTH, JOCELYN	11 HELEN RD	NEEDHAM	MA	02492	1990240002000000	11 HELEN RD
STENTO, JAMES THOMAS, JR.	STENTO, CAROL JEAN	16 HELEN RD	NEEDHAM	MA	02492	1990240000600000	16 HELEN RD
WEINSTEIN, AMY & BERKENBLIT, ANNA & VARON DAN +	MUZIKANT, ADAM SHEEHAN, GERALDINE A. VARON JUDITH H	28 AUDREY AVE 42 AUDREY AVE 19 HELEN RD	NEEDHAM NEEDHAM NEEDHAM	MA MA MA	02492 02492 02492	1990200000200000 1990200000400000 1990240001900000	28 AUDREY AVE 42 AUDREY AVE 19 HELEN RD
DAVIS, MARC L. & BIKOFKY, ALLAN M. & IRENE L. BOUCHER, GRETCHEN & CRONIN, ROBERT N. & MARKOWITZ, MICHAEL CHARLES TR. &	DAVIS, JENNIFER K. C/O CAPLAN, BENJAMIN & ERIN BOUCHER, MARY ALISON SMALL, CARLA E. MARKOWITZ, ANNE M. TR.	36 AUDREY AVE 35 AUDREY AVE 8 HELEN ROAD 20 AUDREY AVE 3 HELEN RD 10 INA RD	NEEDHAM NEEDHAM NEEDHAM NEEDHAM NEEDHAM NEEDHAM	MA MA MA MA MA MA	02492 02492 02492 02492 02492 02492	1990200000300000 1990240000400000 1990240000500000 1990200000100000 1990240002100000 1990240000700000	36 AUDREY AVE 35 AUDREY AVE 8 HELEN RD 20 AUDREY AVE 3 HELEN RD 10 INA RD

Certified as list of parties in interest under Mass. General Laws and Needham Zoning By-Law, to the Best of our knowledge
for the Needham Board of Assessors



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 08/15/2017

Agenda Item	Public Hearing: Eversource Energy – Central Avenue
Presenter(s)	Maureen Carroll, Eversource Energy Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED Eversource Energy requests permission to install approximately 6 feet of conduit in Central Avenue. This work is necessary to provide underground electric service to the Sunita Williams Elementary School, Needham. The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN <u>Suggested Motion:</u> Move that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 6 feet of conduit in Central Avenue. This work is necessary to provide underground electric service to the Sunita Williams Elementary School, Needham.
3.	BACK UP INFORMATION ATTACHED (Describe backup below) a. Petition Letter of Application b. Order c. Petition Plan d. Notice Sent to Abutters e. List of Abutters



200 Calvary Street
Waltham, Ma 02453

July 25, 2017

Board of Selectmen
Town Hall
1471 Highland Ave
Needham, MA 02192

RE: 585 Central Avenue
Needham, MA
W/O #2208170

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install approximately 6 feet of conduit in Central Avenue.

The reason for this work is to provide underground electric service to the Sunita Williams Elementary School.

If you have any further questions, contact Maureen Carroll at (781) 314-5053.
Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Kelly-Ann Correia".

Kelly-Ann Correia, Supervisor
Rights and Permits

KAC/kj
Attachments

OK TO PROCEED
Taylor, Engr.
8/2/17
OK R.P. Mason
8/2/17

**PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **Board of Selectmen** of the Town of **NEEDHAM** Massachusetts:

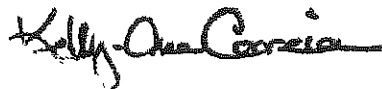
Respectfully represents **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **A. Debenedictis Dated July 21, 2017** and filed herewith, under the following public way or ways of said Town:

Central Avenue - Westerly from pole 8/77 approximately 271 feet north of Cefalo Road a distance of 6 ± feet of conduit.

(W.O. #2208170)

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**



BY _____
Kelly-Ann Correia, Supervisor
Rights & Permits

Dated this 25th day of July

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2017

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Central Avenue - Westerly from pole 8/77 approximately 271
feet north of Cefalo Road a distance of 6 ±
feet of conduit.**

(W.O. #2208170)

Hearing Required

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on the plan made by **A. Debenedictis, Dated July 21, 2017** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

1 2 3 4 5	_____ _____ _____ _____ _____	Board of Selectmen the Town of NEEDHAM
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CERTIFICATE

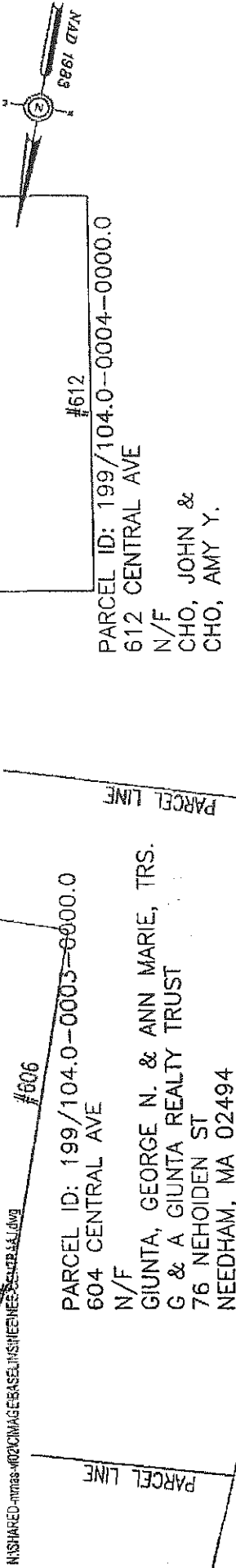
We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2017 at _____ in said Town.

1 2 3 4 5	_____ _____ _____ _____ _____	Board of Selectmen the Town of NEEDHAM
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CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **NEEDHAM**, Masssachusetts, duly adopted on the _____ day of _____, 2017 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

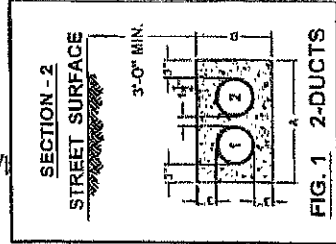
Attest: _____
Clerk of the Town of **NEEDHAM**, Massachusetts



INSTALL 2 - 4" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 1

CENTRAL AVE

P.C.	DIMENSIONS				E. DATA			
	A	B	C	D	A	B	C	D
1	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
2	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
3	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
4	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
5	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
6	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
7	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
8	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
9	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
10	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
11	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
12	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
13	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
14	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
15	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2
16	10.2	10.2	10.2	10.2	10.2	10.2	10.2	10.2

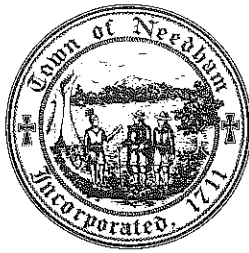


BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE BY THE PROVIDER OF THIS INFORMATION, NOTWITHSTANDING ANY NOTICE TO THE CONTRARY. THE PROVIDER OF THIS INFORMATION SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS INFORMATION, WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE PROVIDER OF THIS INFORMATION OR BY THE NEGLIGENCE OF ANY OTHER PARTY. THE PROVIDER OF THIS INFORMATION SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS INFORMATION, WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE PROVIDER OF THIS INFORMATION OR BY THE NEGLIGENCE OF ANY OTHER PARTY.

THE INFORMATION MAY NOT REPRESENT A SURVEY. YOU AGREE THAT THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING A SURVEY FOR THE PURPOSES OF THE INFORMATION. THE PROVIDER OF THIS INFORMATION SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS INFORMATION, WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE PROVIDER OF THIS INFORMATION OR BY THE NEGLIGENCE OF ANY OTHER PARTY.

MASS. LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C#	Ward #	Work Order # 2208170	Surveyed by: N/A	Research by: SC	Plotted by: BP	Proposed Structures: MR	Approved: A DEBENEDICTIS	Scale 1"=20'	Date 07/21/17
NSSTAR EVERSOURCE		1105 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125		Plan of #585 CENTRAL AVENUE		Showing PROPOSED CUSTOMER TO INSTALL		SHEET 1 of 1	



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on August 15, 2017** upon petition of Eversource Energy dated **July 25, 2017** to install about 6 feet of conduit in Central Avenue. The work is necessary to provide underground electric service to the Sunita Williams Elementary School.

A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Eversource Energy representative, Maureen Carroll, at 781-314-5053.

Marianne B. Cooley
Daniel P. Matthews
John A. Bulian
Maurice P. Handel
Matthew D. Borrelli

BOARD OF SELECTMEN

Dated: August 3, 2017

609 CENTRAL AVE

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
BASS, LEV &	PEKELIS, ZHANA M	31 SUNSET RD	NEEDHAM	MA	02492	1991080002500000	31 SUNSET RD
GIUNTA, GEORGE N. & ANN MARIE, TRS.	G & A GIUNTA REALTY TRUST	76 NEHOIDEN ST	NEEDHAM	MA	02494	1991040000300000	604 CENTRAL AVE
CHO, JOHN &	CHO, AMY Y.	612 CENTRAL AVENUE	NEEDHAM	MA	02494	1991040000400000	612 CENTRAL AVE
DUSSAULT, ISABELLE TR. &	MANOUKIAN, RAFFI TR.	620 CENTRAL AVE	NEEDHAM	MA	02492	1991040000500000	620 CENTRAL AVE
OWEN, RAYMOND H., TR., R & D REALTY TR.	C/O TOWN OF NEEDHAM	1471 HIGHLAND AVE	NEEDHAM	MA	02492	1991080000900000	597 CENTRAL AVE
OWEN, DOUGLAS C., TR	C/O TOWN OF NEEDHAM	1471 HIGHLAND ST	NEEDHAM	MA	02492	1991080001000000	603 CENTRAL AVE
FONTECCHIO, LINO & ROSALIE, TRS.	C/O TOWN OF NEEDHAM	1471 HIGHLAND ST	NEEDHAM	MA	02492	1991080001100000	609 CENTRAL AVE
ROONEY, PAUL &	ROONEY, JODI L.	617 CENTRAL AVENUE	NEEDHAM	MA	02494	1991080001200000	617 CENTRAL AVE
TASHJIAN, SARA & HRATCH	C/O TASHJIAN, SARA	623 CENTRAL AVE	NEEDHAM	MA	02492	1991080001300000	623 CENTRAL AVE
MILLER, LINDA G.		17 CEFALO RD	NEEDHAM HTS	MA	02494	1991080002400000	17 CEFALO RD
ROSEN, RICHARD +	ROSEN, JO ANN	39 SUNSET RD	NEEDHAM HTS	MA	02494	1991080002600000	39 SUNSET RD
OWEN, RAYMOND H., TR.	C/O TOWN OF NEEDHAM	1471 HIGHLAND AVE	NEEDHAM	MA	02492	1991080002700000	45 SUNSET RD
OWEN, RAYMOND H.; OWEN, RAYMOND H., TR.	C/O TOWN OF NEEDHAM	1471 HIGHLAND AVE	NEEDHAM	MA	02492	1993100000300000	585 CENTRAL AVE

Certified as list of parties in interest under Mass. General Laws and Needham Zoning By Law, to the Best of our knowledge
for the Needham Board of Assessors.....



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 08/15/2017

Agenda Item	Public Hearing: Crown Castle – First Avenue
Presenter(s)	Sophia Buckley, Crown Castle Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
Crown Castle requests permission to install a hand hole and approximately 11 feet of new, fiber optic, cable on First Avenue in Needham. This work is needed as a result of a utility pole removal and conduit relocation on an adjacent parcel to accommodate a driveway widening for a new commercial development project. This work is also necessary to provide fiber optic cable to TripAdvisor. The Department of Public Works has approved this petition, based on Crown Castle's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<u>Suggested Motion:</u> Move that the Board of Selectmen approve and sign a petition from Crown Castle to install a hand hole and approximately 11 feet of new, fiber optic, cable on First Avenue in Needham. This work is needed as a result of a utility pole removal and conduit relocation on an adjacent parcel to accommodate a driveway widening for a new commercial development project. This work is also necessary to provide fiber optic cable to TripAdvisor.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below) a. Petition Letter of Application b. Order c. Letter of Authorization d. Petition Plan e. Notice Sent to Abutters f. List of Abutters	



Crown Castle
67 Sharp Street, Unit 5
Hingham, MA 02043

2017 JUL 26 A 11:44

July 19, 2017

Ms. Nikki Witham
Board of Selectmen
Town of Needham
1471 Highland Avenue
Needham, MA 02492

RE: Crown Castle NG East LLC petition for Grant of Location "First Avenue"

Dear Ms. Witham:

Enclosed, please find a petition by Crown Castle NG East LLC ("Crown Castle") for the right to install a hand hole and approximately 11 feet of new, fiber optic, cable on First Avenue in Needham. This work is needed as a result of a utility pole removal and conduit relocation on an adjacent parcel to accommodate a driveway widening for a new commercial development project.

In 2016, Crown Castle acquired Last Mile Solutions, LLC ("LMS"). The work described herein connects to an existing LMS conduit that was approved by the Board of Selectmen on May 13, 2014. As with that work, this work is necessary to provide fiber optic cable to TripAdvisor.

Crown Castle respectfully requests that its petition be placed on an upcoming Board of Selectmen agenda.

If you have any questions, please contact me at 781-910-5042 or sophia.buckley@crowncastle.com.

Sincerely,

Sophia Buckley
Project Manager, Small Cell & Fiber Solutions

Enclosures:
Petition
Order
Conduit Plan

OK TO
proceed
+ milder, engr.
8/2/17
OK R.P. Pearson
8/2/17

**PETITION FOR GRANT OF LOCATION FOR
WIRES, CABLES, POLES, PIERS, ABUTMENTS, CONDUITS OR FIXTURES**

Town of Needham, Massachusetts

Board of Selectmen

Crown Castle NG East LLC, (hereinafter known as the PETITIONER), a company subject to Chapter 166 of the Massachusetts General Laws, respectfully represents that permission, with lead company status, be granted to:

To lay and maintain underground conduit and a handhole, with the wires and cables to be placed therein, in, across, and over certain public streets, lanes, highways, and places of the Town of Needham for the purpose of making connections as described in the plan titled "1st Ave Relocation" prepared by UCS Engineering, dated 7/12/17, and filed herewith;

The PETITIONER understands and agrees that:

1. PETITIONER shall locate and complete all work as specified and approved by the Town.
2. PETITIONER shall comply with the requirements of existing ordinances and such as may hereafter be adopted governing the construction.
3. PETITIONER shall perform all work to the requirements and satisfaction of the Department of Public Works or other such officer(s) as may be hereafter appointed by the Town.

For the PETITIONER:

Signature: _____

Name: Sophia Buckley

Title: Project Manager, Small Cell & Fiber Solutions (SCFS)

Mailing Address: 67 Sharp Street, Unit 5, Hingham MA 02043

Telephone: 781-910-5042

Date: July 26, 2017

**ORDER FOR GRANT OF LOCATION FOR
WIRES, CABLES, POLES, PIERS, ABUTMENTS, CONDUITS OR FIXTURES**

**Town of Needham, Massachusetts
Board of Selectmen**

WHEREAS, Crown Castle NG East LLC (hereinafter known as the PETITIONER) has petitioned for permission, with lead company status, to construct upon, along, under or across the public way(s) of the Town of Needham, the following (describe work):

To lay and maintain underground conduit and a handhole, with the wires and cables to be placed therein, in, across, and over certain public streets, lanes, highways, and places of the Town of Needham for the purpose of making connections as described in the plan titled "1st Ave Relocation" prepared by UCS Engineering, dated 7/12/17, and filed herewith;

AND WHEREAS, notice has been given and a hearing held on said petition as provided by law;
NOW THEREFORE BE IT ORDERED

that the PETITIONER be and hereby is granted permission by the Board of Selectmen to complete the construction described above, all in accordance with the following conditions:

1. PETITIONER shall locate and complete all work as shown by plan(s) dated July 12, 2017, and as may have been amended by the Town.
2. PETITIONER shall comply with the requirements of existing ordinances and such as may hereafter be adopted governing the construction.
3. PETITIONER shall perform all work to the requirements and satisfaction of the Department of Public Works or other such officer(s) as may be hereafter appointed by the Town.

Approved by the Board of Selectmen on the _____ day of _____, 2017,

Signature: _____ Date: _____
Board of Selectmen, Chair

Certificate

I hereby certify that the foregoing Order was adopted by the Board of Selectmen on the _____ day of _____, 2017, after due notice and public hearing as prescribed by Section 22 of Chapter 166 of the General Laws and any additions or amendments thereto, said public hearing held in said Town on the _____ day of _____, 2017, and recorded with the records of Grant of Location Orders of said Town, in Book _____, Page _____.

Certified. Attest: _____ Date: _____
Town Clerk



Crown Castle
131-05 14th Avenue
College Point, NY 11356

RE: Letter of Authorization for the Commonwealth of Massachusetts

Dear Sir or Madam:

I am an officer of Crown Castle NG East LLC (formerly known as Crown Castle NG East Inc. and NextG Networks of NY, Inc., formerly d/b/a NextG Networks East, and collectively "Crown Castle"). I hereby confirm that the following people are authorized agents of Crown Castle and have been granted the authority to sign and submit permit applications on its behalf to the Commonwealth of Massachusetts or any municipal subdivision thereof:

1. Peter Heimdahl, Director of Government Relations
2. Kosta Jovanovic, Manager of Government Relations
3. Timothy Enright, District Manager
4. Edward Fellenbaum, Program Manager
5. Hanafi Bradai, RF Engineering Manager

Please contact Eli Elbaum at 917-563-3698 if you have any further questions about this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lewis Kessler', written over a horizontal line.

Lewis Kessler
Vice President General Manager -Small Cell Northeast

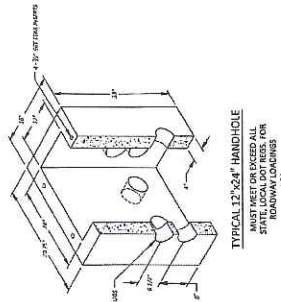
Date: 10/23, 2015

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN ATTACHED UTILITY MAP. THE CONTRACTOR SHALL VERIFY BY THE OWNER OR ITS REPRESENTATIVE, THE CONTRACTOR SHALL OBTAIN THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

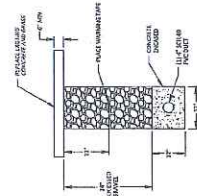
2. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE REMOVAL OF THE UTILITY AND THE UNDERTAKING OF THE ENGINEER FOR RESOLUTION OF THE CONFLICT.

3. THE CONTRACTOR SHALL MAINTAIN A SEPARATION OF 18 INCHES MIN. WITH CROSSING EXISTING WATER FACILITIES.
4. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ATTENTION AND PROTECTION OF ALL EXISTING UTILITIES, TELEPHONE AND ALL OTHER PRIVATE UTILITIES BY THE UTILITY COMPANY.
5. THE CONTRACTOR SHALL NOT DISTURB PUBLIC TREES AND SHRUBS.
6. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR SHALL BE REVEGETATED TO MATCH THE EXISTING CONDITION TO THESE AREAS. SUCH DISTURBANCES SHALL BE LIMITED TO 10% OF THE CONTRACTOR TO THESE AREAS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PACKING AND MAINTAINING TEMPORARY EROSION CONTROL AND PLANNING FOR ALL EXCAVATIONS IN PAVED STREETS AND SIDEWALKS UNTIL PERMANENT RECONSTRUCTION IS COMPLETE.
8. JOINTS BETWEEN NEW BITUMINOUS CONCRETE REQUIRE FLOW PAVEMENT AND CURBS. EXISTING PAVEMENT SHALL BE BACKFILL WITH BITUMEN AND JACK SANDS.
9. THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL EXISTING UTILITIES AND THAT BECOME EXPOSED DUE TO EXCAVATION REQUIRED TO INSTALL THE PROPOSED CONDUIT.
10. ALL EXCAVATIONS SHALL BE REPAIRED TO EXISTING CONDITIONS. ASOP AS THE CONTRACTOR SHALL REPORT TO THE CITY ENGINEER AND THE CITY ENGINEER'S SIGNATURE IS REQUIRED AT THE LATEST STADIUMS OF THE MUNICIPAL TRAFFIC DEPARTMENT.
11. ALL EXISTING STAKE, COUNTY, CITY, AND TOWN LOCATION LINES AND PRIVATE PROPERTY LINES SHALL BE MAINTAINED AND PROTECTED. ALL AVAILABLE INFORMATION AND RECORDS OF EXISTING LOCATIONS ARE NOT SUBMITTED.

- ITEM SHOWN ON UTILITY RECORDS, BUT NOT FOUND IN FIELD.
- ITEM FOUND IN FIELD, BUT NOT IN UTILITY RECORDS.

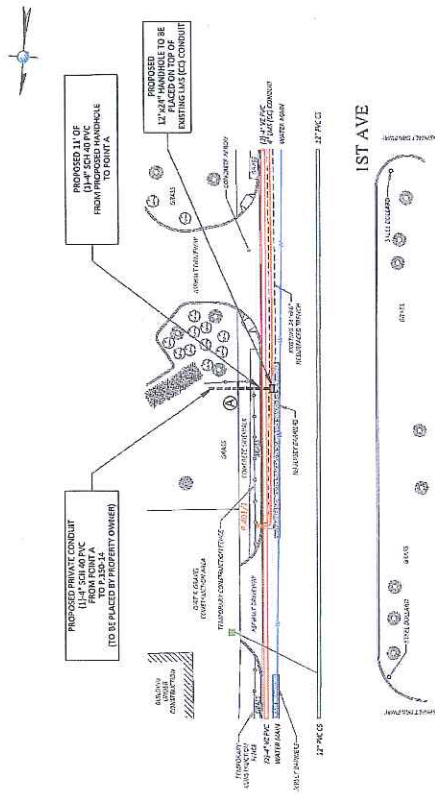


TYPICAL 12" x 24" HANDHOLE
MUST MEET OR EXCEED ALL
STATE, LOCAL DOT REGS. FOR
ROADWAY LOADINGS



PROPOSED DUCT CONFIGURATION

PROPOSED DUCT CONFIGURATION
EXISTING SURFACE PATCH AND DUCT
BANK INSTALLATION DETAIL

[illegible]

NOTE:
EXISTING UTILITIES SHOWN ARE APPROXIMATE AND NOT
WARRANTED TO BE CORRECT. THE CONTRACTOR SHALL
VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE
UTILITIES PRIOR TO BEGINNING ANY EXCAVATION.

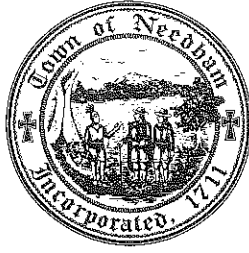
 CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
72 HOURS NOTICE REQUIRED.
CANTER, 1-800-4-A-FLAP

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MANASSAS, VA 20108
800.451.4177, 703.261.1000
www.ucsynergetic.com

PREPARED FOR:

[illegible]

1ST AVE RELOCATION NEEDHAM, MA CROWT CASTLE - PETERSON LAWN		PRINT NO: 1 OF 1
SUBMITTED BY: US ENGINEERING	SCALE: AS NOTED	
DRAWING NO: 02/25-0		
DATE: 07/22/23	AS-BUILT:	



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on August 15, 2017** upon petition of Crown Castle dated **July 26, 2017** to install a hand hole and approximately 11 feet of new, fiber optic, cable on First Avenue in Needham. This work is needed as a result of a utility pole removal and conduit relocation on an adjacent parcel to accommodate a driveway widening for a new commercial development project. This work is also necessary to provide fiber optic cable to TripAdvisor.

A public hearing is required and abutters should be notified.

If you have any questions regarding this petition, please contact Crown Castle representative, Sophia Buckley, Project Manager, at 781-910-5042.

Marianne B. Cooley
Daniel P. Matthews
John A. Bulian
Maurice P. Handel
Matthew D. Borrelli

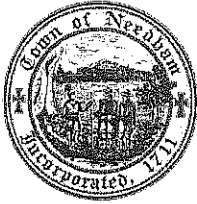
BOARD OF SELECTMEN

Dated: August 3, 2017

400 FIRST AVE

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	ST	ZIP	PARCEL ID	PROPERTY ADDRESS
FORTY A LIMITED PARTNERSHIP		P.O. BOX 95	WESTWOOD	MA	02090	1993000003200000	40 A ST
COCA COLA REFRESHMENTS	C/O PROPERTY TAX DEPT, NAT 11	PO BOX 1734	ATLANTA	GA	30301	1993000001400000	9 B ST
NEEDHAM NINE OWNER LLC	C/O NORMANDY REAL ESTATE PARTNERS	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000001700000	156 B ST
NEEDHAM NINE OWNER LLC	C/O NORMANDY REAL ESTATE PARTNERS	53 MAPLE AVE	MORRISTOWN	NJ	07960	1993000002700000	77 A ST
SXC NEEDHAM INN LLC	C/O NANCY COADY-CARROLL	PO BOX 4430	MANCHESTER	NH	03108	199300000028000010	80 B ST
NEEDHAM TRAVEL PROPERTY LLC	400 FIRST AVE	ATTN: NORMANDY REAL ESTATE ATTN: MS BOVA	NEEDHAM	MA	02494	199300000028000020	400 FIRST AVE
NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960	199300000028000030	360 FIRST AVE
NORMANDY GAP-V DEVELOPMENT	NEEDHAM, LLC	53 MAPLE AVE	MORRISTOWN	NJ	07960	199300000028000040	37 A ST
NEEDHAM DEVELOPMENT CORP TR	C/O FIRST NEEDHAM DE, LLC	250 FIRST AVE- STE 200	NEEDHAM	MA	02494	199300000031000000	250 FIRST AVE
DIGITAL 128 FIRST AVENUE, LLC		128 FIRST AVENUE	NEEDHAM	MA	02494	199300000033000010	72 A ST
PARTNERS HEALTHCARE SYSTEM, INC.	PRUDENTIAL TOWER 800 BOYLSTON ST.	SUITE 1150	BOSTON	MA	02119	199300000033000020	128 FIRST AVE

Certified as list of parties in interest under Mass. General Laws and Needham Zoning By-Law, to the Best of our knowledge
for the Needham Board of Assessors.....



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 08/15/2017

Agenda Item	Public Hearing – Transfer of All Alcoholic Beverages License Henry Hospitality, Inc., d/b/a The James located at 1027 Great Plain Avenue
Presenter(s)	Stuart Henry, Proposed Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	Stuart Henry is requesting a transfer of license to sell All Alcoholic Beverages as a restaurant located at 1027 Great Plain Avenue from the Center Café, Steven Waller, Manager, to Henry Hospitality, Inc., d/b/a The James. The premise has 1,500 sq. ft., all on one floor, with a seating capacity for 65 patrons. The space also includes kitchen facilities and two restrooms and there is one entrance at the front of the building, a rear entrance and an additional exit through the kitchen.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	Suggested Motions: (A) That the Board of Selectmen approve the application for a transfer of All Alcohol License under the Town of Needham Rules and Regulations Applicable To The Sale of Alcoholic Beverages in Restaurants to Henry Hospitality, Inc., d/b/a The James, Stuart Henry, Manager, and to forward the approved Alcohol License application to the ABCC for approval; (B) That the Board of Selectmen approve the application for a Common Victualler License; and (C) That the Board of Selectmen approve the Pledge of License to Gibbous Moon Inc., d/b/a The Center Café.
3.	BACK UP INFORMATION ATTACHED
	1) Retail Application 2) Beneficial Interest Forms 3) Vote of Corporate Board 4) Articles of Incorporation 5) Asset Purchase & Sale Agreement 6) Promissory Note 7) Security Agreement 8) Financing Agreement 9) License Pledge Agreement 10) Floorplan 11) Lease 12) Legal Notice 13) Common Victualler Application



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

JUL 12 P 1:20

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Henry Hospitality Inc.

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

00011-RS-0770

If applying for a new license, are you applying for this license
pursuant to special legislation?

☐ Yes ☒ No

Chapter

Acts of

If transferring, by what method
is the license being transferred?

Purchase

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Needham

On/Off-Premises

On-Premises

TYPE

§12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Stuart

Middle: James

Last Name: Henry

Title: Owner

Primary Phone:

857-891-7928

Email: stuhenry@hotmail.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the licensee's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a [Beneficial Interest Contact - Individual](#) form.

B. All entities listed below are required to complete a [Beneficial Interest Contact - Organization](#) form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a [CORI Release Form](#).

Name	Title / Position	% Owned	Other Beneficial Interest
Stuart Henry	Partner	75%	
Cormac Dowling	Partner	25%	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	1500	4

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

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

Landlord Name

Lease Beginning Term

Landlord Phone

Lease Ending Term

Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

** Please see last page of application for required documents based on Legal Structure **

Entity Name:	Henry Hospitality Inc.	FEIN:	82-0935984
DBA:	The James	Fax Number:	
Primary Phone:	857-891-7928	Email:	Stuhenry@hotmail.com
Alternative Phone:	617-699-6202	Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters)

☒ Check here if your Business Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Mailing Address

☒ Check here if your Mailing Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number

Date of Birth

Primary Phone:

Email:

Mobile Phone:

Place of Employment

Alternative Phone:

Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Do you have direct, indirect, or financial interest in this license? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, attach an affidavit that lists your convictions with an explanation for each

If yes, percentage of interest

If yes, please indicate type of interest (check all that apply):

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☒ Yes ☐ No

If yes, please list the licenses for which you are the current or proposed manager:

- | | |
|---|--|
| ☐ Officer | ☐ Sole Proprietor |
| ☐ Stockholder | ☐ LLC Manager |
| ☐ LLC Member | ☐ Director |
| ☒ Partner | ☐ Landlord |
| ☐ Contractual | ☐ Revenue Sharing |
| ☐ Management Agreement | ☐ Other |

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

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
12/2007-present	manager/bartender	Washington Square Tavern	714 Washington St., Brookline, MA	6172328989
4/2006-11/2007	manager/bartender	Goody Glovers	Salem St. Boston, MA	6175433575

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	150,000.00
C. Costs of Renovations/Construction	30,000.00
D. Purchase Price of Inventory	15,000.00
E. Initial Start-Up Costs	25,000.00
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	220,000.00

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Stuart Henry	90,000.00
Cormac Dowling	30,000.00
Total:	120,000.00

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
seller note	60 K	yes	00011-RS-077
Citizens Bank Home Eq	60 K		
Total:	120,000.00		

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☒ Yes ☐ No

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

☒ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made: Steve Waller

Does the lender have a beneficial interest in this license?

☐ Yes ☒ No

Does the lease require a pledge of this license?

☐ Yes ☒ No

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Mr.	First Name	Stuart	Middle Name	James	Last Name	Henry	Suffix	
Title:	Owner		Social Security Number			Date of Birth			
Primary Phone:	857-891-7928			Email:	stuhenry@hotmail.com				
Mobile Phone:	857-891-7928			Fax Number					
Alternative Phone:									

Business Address

Street Number:	1027	Street Name:	Great Plain Ave.
City/Town:	Needham	State:	MA
Zip Code:	02492	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Types of Interest (select all that apply)

- | | | | |
|---|---|--|--------------------------------------|
| ☐ Contractual | ☐ Director | ☐ Landlord | ☐ LLC Manager |
| ☐ LLC Member | ☐ Management Agreement | ☐ Officer | |
| ☒ Partner | ☐ Revenue Sharing | ☐ Sole Proprietor | ☐ Stockholder |
| | | | ☐ Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct or indirect interest in the proposed licensee?

☒ Direct

☐ Indirect

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

75%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Mr.	First Name	Cormac	Middle Name		Last Name	Dowling	Suffix	
Title:	Owner		Social Security Number			Date of Birth			
Primary Phone:	617-699-6202			Email:	dowlingcormac@hotmail.com				
Mobile Phone:	617-699-6202			Fax Number					
Alternative Phone:	617-894-0753								

Business Address

Street Number:	1027	Street Name:	Great Plain Ave.
City/Town:	Needham	State:	MA
Zip Code:	02492	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Types of Interest (select all that apply)

- | | | | |
|---|---|--|--------------------------------------|
| ☐ Contractual | ☐ Director | ☐ Landlord | ☐ LLC Manager |
| ☐ LLC Member | ☐ Management Agreement | ☐ Officer | |
| ☒ Partner | ☐ Revenue Sharing | ☐ Sole Proprietor | ☐ Stockholder |
| | | | ☐ Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☐ Yes ☒ No

Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

25%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

HENRY HOSPITALITY, INC.
VOTE

The undersigned, being the Secretary of HENRY HOSPITALITY, INC., and being duly authorized to execute documents on behalf of said Corporation, does hereby certify as follows:

1. Pursuant to notice as required by the operating agreement of the Corporation, a meeting of the members was held on June 30, 2017, at the offices of the company, 18 Cliftondale Street, Apt. 2, Roslindale, Massachusetts
2. Upon motion duly seconded, it was:

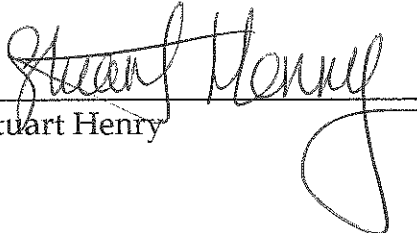
VOTED: to purchase the assets of the Center Café, located at 1027 Great Plain Avenue, Needham, Mass.,

VOTED: to lease the premises located at 1027 Great Plain Avenue, Needham, Mass.,

VOTED: to apply for a transfer of the related Retail Alcoholic Beverages License to Henry Hospitality, Inc., with Stuart Henry as Manager, and

VOTED: To authorize Stuart Henry to execute any and all required documents to finalize the purchase and license transfer.

In witness whereof the undersigned has executed this members Certificate this 30th day of June, 2017.



Stuart Henry



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001280864

[Request certificate](#)

[New search](#)

Summary for: HENRY HOSPITALITY, INC.

The exact name of the Domestic Profit Corporation: HENRY HOSPITALITY, INC.

Converted from [HENRY HOSPITALITY LLC](#) **on** 07-03-2017

Entity type: Domestic Profit Corporation

Identification Number: 001280864

Date of Organization in Massachusetts:
06-30-2017

Last date certain:

Current Fiscal Month/Day: 12/31

The location of the Principal Office:

Address: 18 CLIFTONDALE ST.

City or town, State, Zip code, ROSLINDALE, MA 02131 USA
Country:

The name and address of the Registered Agent:

Name: STUART HENRY

Address: 1027 GREAT PLAIN AVE.

City or town, State, Zip code, NEEDHAM, MA 00000 USA
Country:

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	STUART HENRY	18 CLIFTONDALE ST. ROSLINDALE, MA 02131 USA
TREASURER	STUART HENRY	18 CLIFTONDALE ST. ROSLINDALE, MA 02131 USA
SECRETARY	STUART HENRY	18 CLIFTONDALE ST. ROSLINDALE, MA 02131 USA

DIRECTOR	STUART HENRY	18 CLIFTONDALE ST. ROSLINDALE, MA 02131 USA
DIRECTOR	CORMAC DOWLING	158 ROSLINDALE AVE. ROSLINDALE, MA 02131 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	20,000	\$ 0.00	0

☐	Confidential	Merger	Manufacturing
Consent	Data	Allowed	

View filings for this business entity:

ALL FILINGS
Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (hereinafter referred to as "Agreement") made this 31 day of May 2017 by and between Gibbous Moon Inc., a Massachusetts corporation doing business as The Center Café, located at 1027 Great Plain Avenue, Needham, Massachusetts 02492 with a mailing address of P.O. Box 723, Natick, MA 01760 (hereinafter referred to as "Seller") and Henry Hospitality LLC, with a mailing address of 18 Cliftdale Street, Roslindale, Massachusetts 02131 (hereinafter referred to as "Buyer").

WITNESSES AS FOLLOWS:

WHEREAS, the Seller owns and operates a restaurant business known as "The Center Cafe" located at 1027 Great Plain Avenue, Needham, Massachusetts, including certain furniture, fixtures, equipment, inventory, goodwill, trademarks, trade names, rights to licenses and rights to lease (hereinafter collectively referred to as the "business assets");

WHEREAS, the Seller desires to sell, assign and transfer to Buyer and Buyer desires to purchase the aforementioned Business Assets, upon the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE, in consideration of the purchase price hereinafter set forth to be paid and the mutual agreements and covenants contained herein, and for other good and valuable consideration, it is mutually agreed and covenanted by and between the parties to this Agreement as follows:

1. **Sale of Assets:** The Seller agrees to sell, convey, transfer, and deliver to the Buyer, effective as of the Closing Date, as defined herein, the following assets:
 - a) the furniture, fixtures, equipment, owned by the Seller, together with parts and accessories thereto used in connection with the business;
 - b) the Annual All Alcoholic Restaurant License (hereinafter referred to as the "Liquor License") issued by the Town of Needham Board of Selectmen (hereinafter referred to as "the Board") and the Massachusetts Alcoholic Beverages Control Commission (hereinafter "the ABCC");
 - c) all of Seller's rights to and under the licenses and permits used by it in connection with the operation of the Business;
 - d) all of Seller's inventory on hand at the time of Closing;
 - e) the goodwill used by Seller in connection with the operation of the Business;
 - f) all trade names, trademarks or asserted trademarks developed in connection with the operation of the Business and the business name "The Center Cafe"; and
 - g) all of Seller's rights and interest in the lease pertaining to 1027 Great Plain Avenue, Needham,

Massachusetts.

2. **Excluded Assets.** Notwithstanding anything in this Agreement to the contrary, but without limiting or intending to limit in any way the Buyer's rights and remedies under this Agreement or otherwise, and subject to the other terms, provisions and conditions of this Agreement, the Assets shall exclude, and the Buyer shall not purchase, the following assets, properties and rights of the Seller (collectively, hereinafter referred to as the "Excluded Assets"):

- a) all of Seller's Business bank accounts and cash on hand;
- b) all personal property of Seller, including any and all photographs, paintings and wall art, whether currently displayed or in storage;
- c) accounts receivable generated by the Seller through the Closing Date in connection with the operation of the Business;
- d) any vehicles owned by the Seller, providing that any logos, tradenames and references to the Business, its websites and telephone numbers must be removed prior to the Closing;
- e) any liabilities, whether tax- or trade-related or otherwise, of any of the Seller relating to the Business; and
- f) those funds held as of the Closing in the checking and other depository accounts in the name of the Seller.

3. **No Assumption of Liabilities.** Buyer does not assume and shall not be liable for any debt, obligation, responsibility or liability of the Seller, or any claim against Seller whether known or unknown, contingent or absolute, or otherwise, which accrued prior to the Closing. Without limiting the foregoing, Buyer shall have no responsibility with respect to the following, whether or not disclosed in a schedule or exhibit hereto:

- a) Liabilities and obligations arising from transactions with any officer, director or shareholder of the Seller, if applicable, or any person or organization controlled by controlling or under common control with any of them or liabilities to any dissenting stockholder;
- b) Liabilities and obligations for taxes of any kind, specifically including meals taxes, sales taxes, withholding taxes, employment and payroll-related taxes, franchise and corporate income taxes, and taxes related to or arising from the transfers undertaken pursuant to this Agreement; and
- c) Legal fees and costs incurred by Seller in connection with the negotiation and preparation of this Agreement and closing the transaction contemplated herein.

4. **Payment of Purchase Price.** The purchase price of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars shall be paid in the following manner:

\$ 5,000.00 paid as a Deposit with the Offer to Purchase and held in a non-interest bearing escrow account by The Boston Restaurant Group, Inc.;

\$ 10,000.00 are to be paid as an additional Deposit upon the execution of this Agreement, to be held in a non-interest bearing escrow account by The Boston Restaurant Group, Inc.;

\$ 60,000.00 are to be financed by the Seller pursuant to the terms and conditions of an accompanying promissory note. The promissory note shall be personally guaranteed by Stuart Henry and shall be secured by (i) an all assets security agreement executed by the Buyer (the "Security Agreement"), including the existing alcoholic license; (ii) a UCC financing statement to be filed with the Commonwealth of Massachusetts (the "Financing Statement"); (iii) a pledge agreement of the Liquor license; and a mortgage on 18 Cliftdale Street, Roslindale, Massachusetts 02131. The sum of Sixty Thousand and 00/100 (\$60,000.00) Dollars shall be paid to the Seller in the form of a promissory note payable in consecutive monthly installments beginning on the first of the month on the first month following the closing date payable over twenty-four (24) consecutive months at zero (0%) percent interest per annum with no prepayment penalty as follows: \$2,500.00 per month, in the form attached hereto as **Exhibit "A"** (the "Promissory Note").

\$75,000.00 are to be paid at the time of closing by cash, certified check, or attorney's IOLTA check.

\$150,000.00 TOTAL PURCHASE PRICE

5. **Security.** The Promissory Note shall be personally guaranteed by Stuart Henry and shall be secured by (i) an all assets security agreement, including the existing alcoholic license, executed by the Buyer in the form attached hereto as **Exhibit "B"** (the "Security Agreement"), (ii) a UCC financing statement to be filed with the Commonwealth of Massachusetts in the form attached hereto as **Exhibit "C"** (the "Financing Statement"); (iii) a Pledge Agreement of the Liquor License in the form attached hereto as **Exhibit "D"** (the "Pledge Agreement"); and a Mortgage on 18 Cliftdale Street, Roslindale, Massachusetts 02131 in the form attached as **Exhibit "E"** (the "Mortgage").

6. **Adjustments.** At Closing, all items normally adjusted upon the purchase of a business shall be made, including:

- a) rent for the then current month, security deposit (if assigned to Buyer) and other amounts due pursuant to the Lease;
- b) utilities charges and utilities deposits (if assigned to Buyer); and

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c) all prepaid annual license fees for the Liquor License, so long as the Town of Needham does not require the Buyer, upon issuance of the license after the transfer is approved, to pay another annual fee.

7. **Use of Purchase Money.** To enable the Seller to make conveyance herein provided, the Seller may at the time of the delivery of the Bill of Sale, use the purchase money or any portion thereof to clear title of any or all encumbrances or interests, provided that all instruments so procured are delivered at closing or within a reasonable time thereafter as agreed upon by the parties.

8. **Deposits.** All deposits made hereunder shall be held in escrow by The Boston Restaurant Group, Inc., as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given by the Seller and the Buyer, or direction by a Court of competent jurisdiction.

9. **Cooperation.** Seller and Buyer agree to take whatever steps shall be necessary, in a diligent and expeditious manner, to have the Liquor License and all licenses and permits currently issued to Seller and required to operate a restaurant at the premises located at 1027 Great Plain Avenue, Needham, Massachusetts to be transferred to Buyer. Seller and Buyer agree to work cooperatively with the Board and the ABCC as necessary to effect and consummate this transaction. It is understood that time is of the essence. Buyer shall endeavor to secure the approval of the transfer by the Board and the ABCC on or before ninety (90) days from the date of this Agreement. If the Board and/or the ABCC has not completed its investigation and approval process by such date, then the parties agree to extend the Closing an additional thirty (30) days. After the expiration of the additional 30-day period, all obligations of all parties hereto shall cease, and the deposits held hereunder shall be returned to the Buyer, unless the parties mutually agree in writing to further extend the agreement. In the event of governmental inaction, additional extensions of time to close shall not be unreasonably withheld.

The Buyer shall submit a complete application for transfer of the Liquor License no later than ten (10) business days after the execution of this Agreement. Failure or refusal of Buyer to submit a complete application for the Liquor License within the time subscribed herein shall be deemed a waiver of Buyer's right to terminate under Section 14(a), and such right to terminate and that contingency shall be deemed waived and of no further force or effect

10. **Closing:** The parties agree to close the transaction described herein within five (5) business days following receipt of written notification from the Board of the full and final approval of the transfer of the Liquor License to Buyer by the Board and the ABCC (the "Closing Date" or "Closing"), or except by mutual written agreement of the parties hereto. The Closing shall occur at the offices of Seller's attorney, or at such other location as may be mutually agreed upon in writing by the parties. At the Closing, Seller shall deliver to Buyer a Bill of Sale transferring from Seller to Buyer all the right, title and interest of the Seller in and to the Business Assets, including the Liquor License, and such further documents as are called for by this Agreement or are reasonably necessary or customary to complete the transfer of the Business Assets in compliance with this Agreement.

11. **Final Inspection.** Full possession of said premises is to be delivered at the time of Closing, said

premises to be then in the same condition as they now are, reasonable use and wear thereof excepted and in compliance with the provisions of any instrument referred to herein. The Buyer shall inspect the premises and all of the Seller's equipment on the Closing date to determine that it is in good working order, reasonable wear and tear excepted. Acceptance of the Bill of Sale from the Seller by the Buyer shall be deemed satisfaction of this clause.

12. Insurance. Until the Closing, the Business shall be kept insured against fire and other casualty losses in the amount of the present insurance coverage. In the event of any fire or other casualty loss prior to the closing, the Seller shall notify the Buyer of such damage and the Buyer shall have the option to terminate this Agreement within five (5) days of receipt of such notice or the Closing Date, whichever shall first occur. If the Buyer does not exercise its option to so terminate this Agreement, then the Agreement shall be consummated as herein provided except that all monies recoverable under any insurance policy of the Seller shall be assigned and/or transferred to the Buyer.

13. Business Debt. All debts arising out of the operation of the business to the Date of Closing, including but not limited to, any and all wages, withholding and sales taxes, general trade debt, liens and security interests, utility charges, phone charges, advertising expenses are to be paid by the Seller.

The Buyer shall be under no obligation to ascertain the extent and nature of the Seller's trade debt prior to the closing and may rely on the covenant and agreement of the Seller that all such debt shall be paid and extinguished from the sale proceeds. Notwithstanding the foregoing, the Buyer may elect to insist that any sums required to obtain the discharge of any liens or security interests on the business assets to be conveyed, be paid in full from the sale proceeds at the time of closing.

14. Default. In the event that the Buyer shall default under the terms hereof, then all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages for said non-performance and all other obligations of the parties shall cease, the deposits held hereunder shall be immediately tendered to Seller, and the same shall constitute Seller's sole and exclusive remedy, and this Agreement shall be void and without recourse to the parties hereto. In the event that the Seller shall default under the terms hereof, then, all deposits made hereunder by Buyer shall be immediately returned to the Buyer for said Seller's non-performance and all other obligations of all parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto.

15. Conditions of Sale. The obligation of Buyer to purchase and pay for the Business Assets at the Closing is subject to the fulfillment or waiver, prior to or at the Closing, of the following conditions and the parties hereto agree that the sale of the Business Assets is expressly conditioned upon the following provisions:

- a) Transfer of Liquor License. Buyer shall have obtained final written approval from the Board and the ABCC for the transfer of the Liquor License from the Seller to Buyer, pursuant to the terms set forth in this Agreement.
- b) Approval of Permits and Licenses. The Buyer shall obtain the transfer and/or approval of all other permits, licenses and other authorizations necessary for the operation of the Business and that are

presently issued to Seller for the operation of a full-service restaurant.

- c) Payment of Obligations. Seller shall have paid any and all outstanding liabilities and obligations related to the Liquor License including, but not limited, to all amounts owed to liquor vendors whether or not Seller has been placed on the delinquency list or the same has resulted in a recorded lien. Seller shall obtain clearance of any and all liens and encumbrances associated with the License, including but not limited to any outstanding payments due by Seller to the Massachusetts Department of Unemployment Assistance ("DUA"), Massachusetts Department of Revenue ("DOR") and any and all payments due to alcoholic beverage wholesalers. Failing such clearance, it is expressly agreed and understood that said amounts shall be paid as an adjustment in Buyer's favor on the closing statement.
- d) Discharge of Recorded Liens and Encumbrances. Seller shall at its sole expense obtain and record any and all documents requested by Buyer to discharge any recorded lien or encumbrance of the Seller.

16. Representations, Warranties and Covenants of Seller: The Seller guarantees and warrants and agrees to re-guarantee and re-warrant at the time of closing that:

- a) Title to all assets and personal property to be conveyed and transferred hereunder shall be a good and clear marketable title free from all liens, security interests and encumbrances; that the Seller will deliver to the Buyer a standard form warranty Bill of Sale at the time of the closing, which Bill of Sale shall contain covenants on the part of the Seller of lawful ownership, free and clear of any liens, encumbrances and security interests and that it has good right to sell same and warranty to defend the same against the lawful claims of all persons.
- b) The Seller is not party to any judicial or quasi-judicial lawsuits, proceedings or injunction or any local or state regulatory proceedings.
- c) All taxes that Seller is aware of will be paid in full by the date of closing. No taxing authority is now asserting, or threatening to assert against Seller any deficiency or claim for additional taxes or interest thereon, or penalties in connection therewith.
- d) To the best of Seller's knowledge, there are no unpaid judgments outstanding relative to the Business or Business Assets and that there are no pending claims against the Business or Business Assets.
- e) At the Closing, the Seller will be a validly existing Massachusetts corporation, will have good and merchantable title to the assets which the Buyer hereby agrees to purchase, pursuant to the terms hereof, and has full rights and authority to execute this Agreement and will have full rights and authority to transfer and convey to the Buyer the assets as herein contemplated, free and clear of all claims, liens and encumbrances whatsoever.
- f) At the Closing, all payables due vendors and suppliers of the business, including but not limited to



any food, beverage and alcoholic beverage vendors, are current.

- g) On the closing date, the Seller will have no creditors. The Seller will not be on the delinquent list of licensees pursuant to M.G.L. c.138, Sec. 25.
- h) The Seller has timely filed all federal, state and local tax returns, which are required to be filed.
- i) The Seller materially represents that the person or persons signing this Agreement on behalf of the corporation has/have been duly authorized by the corporation to do so and that the same constitutes a binding and legal obligation upon the corporation.

17. Representations, Warranties and Covenants of Buyer. The Buyer guarantees and warrants and agrees to re-guarantee and re-warrant at the time of closing that:

- a) At the time of Closing, the Buyer shall be a duly organized and existing Massachusetts limited liability company in good standing, and the Buyer has the power and authority to execute, deliver, and perform this Agreement, and all other agreements, documents and instruments to be executed and delivered by Buyer pursuant hereto.
- b) The Buyer materially represents that the person or persons signing this Agreement on behalf of the limited liability company has/have been duly authorized by the LLC to do so and that the same constitutes a binding and legal obligation upon the LLC.

18. Closing Documents. The Seller shall provide to the Buyer at the Closing documents of transfer and assignment as are customary in similar transactions including but not limited to the following documents:

- a) A Bill of Sale, including all assets set forth within this agreement;
- b) A Certificate of Good Standing from the Commonwealth of Massachusetts Secretary of State's Office;
- c) A duly executed Certificate regarding all relevant corporate resolutions, authorizing the sale of said assets;
- d) An Indemnification Agreement in the form and substance as set forth in Paragraph 19 of this Agreement;
- e) Such other documents relating to the transactions contemplated by this Agreement as Buyer or Buyer's attorney may reasonably request.

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In addition, the Buyer shall execute and/or deliver the following to the Seller on or before the Closing, and contemporaneously with all other actions provided for herein:

- f) the balance of the Purchase Price;
- g) the Security Agreement, Pledge of Liquor License, Promissory Note, UCC-1, Mortgage and other documents referenced in this Agreement; and
- h) such other instruments as may be required to complete the sale and transfer of the Business Assets in accordance with this Agreement, including, if applicable, a Certificate from the Buyer's Secretary regarding the resolutions duly adopted by the Buyer's Board of Directors authorizing and approving the execution and delivery of this Agreement and consummation of the transactions contemplated hereby.

19. Indemnification. The Seller exonerates and indemnifies the Buyer against all claims, suits, obligations, liabilities and damages including reasonable attorney's fees, based upon, arising out of or resulting from any outstanding debts of Seller or claims of third parties against the Seller existing or occurring prior to the date of Closing. The Buyer shall release, defend and indemnify the Seller from any and all third-party claims against the Seller for any cause of action occurring on the date of closing or after the date of closing.

20. As Is. The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, and that they are buying the Business Assets "AS IS," have had full opportunity to inspect the premises where the Business is located, the Business Assets and records of Seller, and the acceptance of the Bill of Sale shall be deemed to satisfy all Seller's obligations hereunder.

21. Notices. Any and all notices required or permitted hereunder shall be in writing and deemed properly given when delivered by electronic mail or first class mail and sent to all parties to this Agreement at the addresses or facsimile numbers, as follows:

a) If to the Seller, addressed to:

Gibbous Moon Inc.
The Center Cafe
P.O. Box 723
Natick, MA 01760

with a copy to:

Jon D. Aieta, Esq.
Cassis & Cayer
18 Russell Park
Quincy, MA 02169
(617) 773-7000
(617) 472-9028 fax
jaieta@cassiscayer.com

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b) If to the Buyer, addressed to:

Stuart Henry
Henry Hospitality LLC
8 Clifftondale Street
Roslindale, MA 02131

with a copy to:

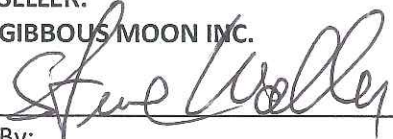
David J. Jensen, Esq.
Walters, Shannon & Jensen, LLC
27 Harvard Street
Brookline, MA 02445
(617) 232-9765
(617) 232-9766 fax
djensen@wsjlawoffice.com

22. Construction of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and shall be governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon the parties' respective legatees, administrators, executors, legal representatives, successors and assignees. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

23. Entire Agreement. Except where specifically indicated, this instrument contains the entire agreement between the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof and may not be modified except in writing signed by the parties hereto. No other warranties or representations of any type or nature have been made by either party other than the warranties and representations contained in this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument this 31 day of May 2017.

SELLER:
GIBBOUS MOON INC.

By: 

BUYER:
HENRY HOSPITALITY LLC

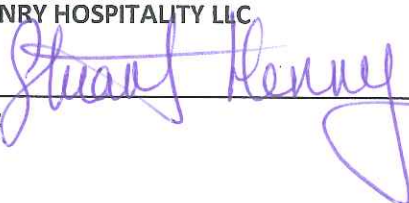
By: 

EXHIBIT A

PROMISSORY NOTE

\$60,000.00

_____, 2017

FOR VALUE RECEIVED, the undersigned, Henry Hospitality LLC, a Massachusetts limited liability company with a place of business located at 1027 Great Plain Avenue, Needham, Massachusetts 02492 and Stuart Henry, a Massachusetts resident with an address of 18 Cliftondale Street, Roslindale, Massachusetts 02131, jointly and severally (hereinafter collectively referred to as the "Borrower" or "Maker"), by this promissory note (hereinafter called the "Note"), absolutely and unconditionally promise to pay to the order of Gibbous Moon Inc., P.O. Box 723, Natick, Massachusetts 01760, its successors or assigns (hereinafter called the "Holder") the principal sum of SIXTY THOUSAND and 00/100 (\$60,000.00) DOLLARS, without interest on the principal sum outstanding hereunder from time to time from the date hereof until the said principal sum or the unpaid portion thereof shall have become due and payable as hereinafter provided. This Note evidences the obligation of the Borrower to repay a loan made hereunder by the Holder to the Borrower.

Payments

The Borrower promises to make consecutive monthly installments beginning on the first of the month on the first month following the closing date payable over twenty-four (24) consecutive months at zero (0%) percent interest per annum as follows: Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars per month. The entire amount of said principal sum, in any event, to be paid in or within twenty four (24) months.

Each payment of principal or other sums payable on or in respect of this Note or the indebtedness evidenced hereby shall be made by the Borrower to the Holder at the address set forth above or as otherwise provided by Holder, in U.S. Dollars, on or before the due date of such payment, without counterclaim or setoff and free and clear of, and without any deduction or withholding for, any taxes or other payments.

This Note may be prepaid in whole or in part at any time without penalty or premium.

Event of Default

The occurrence at any time of any of the following events shall be considered as a default by the Maker on its obligations hereunder (each an "Event of Default"): (i) any failure by the Borrower to pay any installment of principal, interest, or any other amounts payable on or in respect of this Note or the indebtedness evidenced hereby on or before the due date thereof; (ii) if the Borrower makes or made any representation or warranty, statement to the Holder for the purpose of inducing the Holder to make or maintain the loan under this Note, and such representation, warranty, statement or information is not true and correct in all material respects when made; (iii) default or breach of any condition under any agreement relating to this Note or to any collateral securing this Note, (iv) any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise shall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed by or against any such party that is not dismissed within sixty (60) days.

However, in the event of the occurrence of (i), (ii) or (iii) above, Holder shall give written notice to Maker of such default and upon receipt of such notice Maker shall have ten (10) days to cure such default. Should Maker fail to so cure, then at the option of the Holder, any and all amounts under the Note shall become immediately due and payable without further notice, demand, protest, notice of protest or any other formalities of any kind, all of which are hereby expressly waived by Maker.

Each overdue amount (whether of principal, interest or otherwise) payable on or in respect of this Note or the indebtedness evidenced hereby shall (to the extent permitted by applicable law) bear interest, from the date on which such amount shall have first become due and payable in accordance with the terms hereof to the date on which such amount shall be paid to the holder of this Note (whether before or after judgment), or from the date on which any Event of Default (as hereinafter defined) shall have occurred and so long as it shall be continuing, at the annual rate of interest which shall (to the extent permitted by applicable law) at all times be ten percent (10%) (the "Default Rate"). The unpaid interest accrued on each overdue amount in accordance with the foregoing terms of this paragraph shall become absolutely due and payable by the Borrower to the holder hereof on demand by the holder of this Note at any time. Interest on each overdue amount will continue to accrue, as provided by the foregoing terms of this paragraph, and will (to the extent permitted by applicable law) be compounded monthly until the obligations of the Borrower in respect of the payment of such overdue amount shall be discharged (whether before or after judgment).

Expenses

The Borrower absolutely and unconditionally agrees to reimburse the Holder, on demand, for all its reasonable out-of-pocket expenses, including but not limited to, reasonable attorneys' fees relating to the enforcement of any obligations under this Note or the satisfaction of any indebtedness of the Borrower hereunder, or in connection with any litigation proceeding or dispute hereunder in any way related to the credit hereunder.

Security

This Note shall be secured as provided in a certain Asset Purchase Agreement dated _____, 2017, by and between the undersigned parties and as evidenced by a certain "Security Agreement", "Financing Statement" and "Pledge Agreement," in connection therewith.

No single or partial exercise of any power hereunder or under any mortgage or security agreement securing this Note shall preclude other or future exercise thereof or the exercise of any other power held by the Holder. The Holder shall at all times have the right to proceed against any portion of the security held hereof in such order and in such reasonable manner as the Holder may see fit, without waiving any rights with respect to any other security.

Other

The failure of the holder of this Note to exercise all or any of its rights, remedies, powers or privileges hereunder in any instance shall not constitute a waiver thereof in that or in any other instance.

The Borrower hereby absolutely and irrevocably consents and submits to the jurisdiction of the Courts of The Commonwealth of Massachusetts and of any Federal Court located in the said

Commonwealth in connection with any actions or proceedings brought against the Borrower by the holder hereof arising out of or relating to this Note.

This Note may not be amended or modified except by written instrument describing such amendment or modification executed by Borrower and Holder.

This Note is intended to take effect as a sealed instrument.

The headings of the Sections of this Note are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Note.

IN WITNESS WHEREOF, this PROMISSORY NOTE has been duly executed by the undersigned as of the day and in the year indicated below.

MAKER:

Henry Hospitality LLC

By: _____

GUARANTOR:

Stuart Henry, Individually

HOLDER:

Gibbous Moon Inc.

By: _____

EXHIBIT B

SECURITY AGREEMENT

AGREEMENT made this 31 day of May, 2017 by and Henry Hospitality LLC, a Massachusetts limited liability company with a place of business located at 1027 Great Plain Avenue, Needham, Massachusetts 02492 (hereinafter "Borrower") and Gibbous Moon Inc., a Massachusetts corporation doing business as The Center Café, located at 1027 Great Plain Avenue, Needham, Massachusetts 02492 (hereinafter "Secured Party"). The collateral, which secures this Agreement, is and will be kept at 1027 Great Plain Avenue, Needham, Massachusetts 02492.

1. In consideration of the Secured Party's having accepted a certain promissory note dated _____, 2017 extending credit and other financial accommodations to the Borrower, the Borrower hereby grants to Secured Party a security interest in (including, without limitation, a lien on and pledge of) all of the Borrower's Collateral, including all chattel, assets, equipment, inventory, permits, licenses, leasehold interests, fixtures and personal property, used in connection with the restaurant business presently known as "The Center Cafe" or other trade name located at 1027 Great Plain Avenue, Needham, Massachusetts 02492.

The security interest granted by this Agreement is given to and shall be held by Secured Party as security for the payment and performance of all Obligations (as hereinafter defined). Secured Party shall have the unrestricted right from time to time to apply (or to change any application already made of) the proceeds of any of the Collateral to any of the Obligations, as Secured Party in his sole discretion may determine.

During the continuance of this Agreement the Borrower will, at such intervals as Secured Party may request, notify Secured Party, upon a form satisfactory to Secured Party, of all Collateral which has come into existence since the date hereof or the date of the last such notification, including, without limitation, the delivery of schedules of the Collateral and/or proceeds resulting from the sale or other disposition thereof.

2. The following definitions shall apply:

- (a) "Collateral" shall mean all the Borrower's present and future right, title and interest in and to any and all of the property referred to in Paragraph 1 of this Agreement, whether such property be now existing or hereafter created:
- (b) "Obligation(s)" shall include, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by the Borrower to Secured Party at any time, each of every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Borrower to Secured Party; or are due indirectly by the Borrower to Secured Party as endorser or guarantor; or as obligor of obligations due to third persons which have been endorsed or assigned to Secured Party; or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted. Said term shall also specifically include, without limitation, any obligation, term or condition under a certain Promissory Note, a certain Guaranty and a certain Pledge Agreement of even date executed between the Borrower and the Secured Party. Said term shall also include all interest and other charges chargeable to the Borrower or due from the Borrower to Secured Party from time to time and all costs and expenses

referred to in Paragraph 7 of this Agreement.

- (c) "Person" or "party" shall include individuals, firms, corporations and all other entities.
- (d) "Event of Default" shall mean the occurrence of one or more of the following events:
 - (i) The Borrower shall fail to pay any installment of principal or interest on account of the Obligations when such payment is due.
 - (ii) The Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement, the Obligation(s), or in any instrument, document or agreement executed pursuant hereto or in connection herewith.
 - (iii) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of the Borrower proves to have been false in any material respect when made or furnished.
 - (iv) Any event which results in the acceleration of the maturity of the indebtedness of the Borrower to others under any indenture, agreement, undertaking or otherwise.
 - (v) Any levy, seizure, or attachment of any of the Borrower's property.
 - (vi) Dissolution, termination of existence, insolvency, or business failure of the Borrower.
 - (vii) The Borrower shall: (i) cease, be unable, or admit in writing its inability to pay its debts as they mature, or make a general assignment for the benefit of, or enter into any composition, trust mortgage or other arrangement with creditors; (ii) apply for, or consent (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, trustee or liquidator of the Borrower or of a substantial part of its assets, or authorize such application or consent, or proceedings seeking such appointment shall be commenced against the Borrower and continue undismissed for thirty (30) days; or (iii) apply for, or consent (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction, or authorize such application or consent, or proceedings to such end shall be instituted against the Borrower and remain unstayed and undismissed for thirty (30) days, be approved as properly instituted or result in adjudication of bankruptcy or insolvency.
 - (viii) The calling or sufferance by the Borrower of a meeting of the creditors of the Borrower or the occurrence of a meeting by the Borrower or a representative thereof with a formal or informal committee or creditors of the Borrower.

All words and terms used in this Agreement other than those specifically defined in Paragraph 2, and except as specifically otherwise provided elsewhere in this Agreement, shall be deemed to have the meanings accorded to them in the Massachusetts Uniform Commercial Code (General Laws, Chapter 106) as amended from time to time (herein the "Code").

3. Secured Party hereby authorizes and permits the Borrower to hold, process, sell, use or consume in the manufacture or processing of finished goods, or otherwise dispose of the Inventory for fair consideration, all in the ordinary course of the Borrower's business, excluding, however (but without limiting the generality of the foregoing), sales to creditors or in bulk or sales or other dispositions occurring

under circumstances which would or could create any lien or interest adverse to Secured Party's security interest or other rights hereunder in the proceeds resulting therefrom. Secured Party also hereby authorizes and permits the Borrower to receive from the Debtors all amounts due as proceeds of the Collateral at the Borrower's own cost and expense, and also liability, if any, subject to the direction and control of Secured Party at all times, and Secured Party may at any time, without cause or notice, and whether or not a default under Paragraph 15 has occurred, terminated all or any part of the authority and permission herein or elsewhere in this Agreement granted to the Borrower with reference to the Collateral.

Until Secured Party shall otherwise notify the Borrower, all proceeds of and collections of Collateral shall be retained by the Borrower and used solely for the ordinary and usual operation of the Borrower's business. From and after notice by Secured Party to the Borrower, all proceeds of the collections of the Collateral shall be held in trust by the Borrower for Secured Party and shall not be commingled with the Borrower's other funds or deposited in any bank account of the Borrower; and the Borrower agrees to deliver to Secured Party on the dates of receipt thereof by the Borrower, duly endorsed to Secured Party or to bearer, or assigned to Secured Party, as may be appropriate, all proceeds of the Collateral in the identical form received by the Borrower.

4. The Borrower may grant such allowance or other adjustments to Debtors as the Borrower may reasonably deem to accord with sound business practice, including, without limiting the generality of the foregoing, accepting the return of all or any part of the Inventory (subject to the provisions set forth in this Agreement with reference to returned Inventory).

5. Without limiting in any way the provisions of Paragraph 6 of this Agreement, if any Inventory:

- (a) is returned by the Debtor to the Borrower (whether or not such return has been agreed to by the Borrower as aforesaid) and is not in turn returned by the Borrower to such Debtor; or
- (b) is repossessed by the Borrower; or
- (c) is detained from or refused entry into the United States by the appropriate governmental authorities; and if within three (3) business days after Secured Party receives from the Borrower the written report provided in Paragraph 6, Secured Party fails to issue specific instructions to the Borrower concerning said merchandise, the Borrower shall have the right, in accordance with applicable law, to dispose thereof in such manner as the Borrower may reasonably deem to accord with sound business practice (subject to the Secured Party's security interest in any Collateral that may arise from the resale or other disposition thereof by the Borrower); provided, however, that in the event any such returned, repossessed, detained or refused Collateral consists of perishable items, including, but not limited to, unprocessed foodstuffs, the Borrower may dispose of the same in accordance with the provisions of this Paragraph 5, without, however, awaiting instructions from Secured Party in respect thereto.

6. The Borrower shall furnish Secured Party with a detailed report (in such form and at such intervals as Secured Party may prescribe) of all allowances, adjustments, returns and repossessions, and all Collateral detained from or refused entry into the United States by the appropriate governmental authorities; and Secured Party may at any time:

- (a) require the Borrower to pay Secured Party an amount equal to said allowances and adjustments, or, in the case of returned, repossessed, detained or refused inventory, equal to the amount of the Collateral represented thereby; or
- (b) charge such amounts to any deposit account of the Borrower with Secured Party.

7. The Borrower shall pay to Secured Party any and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, litigation and other expenses) incurred or paid by Secured Party in establishing, maintaining, protecting or enforcing any of Secured Party's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by Secured Party in defending Secured Party's security interest in, title or right to the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Collateral.

8. From and after notice to the Borrower pursuant to Paragraph 3, at the expiration of such period of time after receipt by Secured Party determines is reasonably sufficient to allow for clearance or payment of any items, the cash proceeds of the Collateral shall be credited to the obligations, it being specifically understood and agreed, however, that an account receivable, contract right, general intangible, negotiable or non-negotiable instrument (other than a check), or other non-cash proceeds shall not be so credited until actual payment thereof. All such credits shall, however, be conditional upon final payment to Secured Party of the items giving rise to them and if any items are not so paid, the amount of any credit given for it shall be charged as a debit in said Borrower's loan account, if any, or against any deposit account of the Borrower with Secured Party, whether or not the item is returned.

9. The Borrower shall hold its books and records relating to the Collateral segregated from all the Borrower's other books and records in a manner satisfactory to Secured Party; and shall deliver to Secured Party from time to time promptly at its request, all invoices, original documents of title, contracts, chattel paper, instruments and any other writings relating thereto, and other evidence of performance of contracts, or evidence of shipment or delivery of the merchandise or of the rendering of services; and the Borrower will deliver to Secured Party promptly at Secured Party's request from time to time additional copies of any or all of such papers or writings, and such other information with respect to any of the Collateral and such schedules of Inventory, schedules of accounts and such other writings as Secured Party may in any loan hereunder or Secured Party's security interest in the Collateral.

10. The Borrower shall promptly make, stamp or record such entries or legends on the Borrower's books and records or on any of the Collateral as Secured Party shall request from time to time to indicate and disclose that Secured Party has a security interest in such Collateral.

11. Secured Party or his representatives, at any time and from time to time, shall have the right, and the Borrower will permit them:

- (a) to examine, check, make copies of or extract from any of the Borrower's books, records and files (including, without limitation, orders and original correspondence);
- (b) to inspect and examine the Borrower's Inventory or other Collateral and to check and test the same as to quality, quantity, value and condition, and the Borrower agrees to reimburse Secured Party for his reasonable costs and expenses in so doing; and
- (c) to verify the Collateral or any portion or portions thereof or the Borrower's compliance

with the provisions of this Agreement.

12. The Borrower will execute and deliver to Secured Party any writings and do all things necessary, effectual or requested by Secured Party to carry into effect the provisions and intent of this Agreement, or to vest more fully in or assure to Secured Party (including, without limitation, all steps to create and perfect) the security interest in the Collateral granted to Secured Party by this Agreement or to comply with applicable statute or law and to facilitate the collection of the Collateral, including the furnishing at the Borrower's own cost and expense, at such intervals as Secured Party may reasonably establish from time to time, of reports, financial data and analyses satisfactory to Secured Party. A carbon, photographic or other reproduction of this Agreement or any financing statement executed pursuant to the terms hereof shall be sufficient as a financing statement for the purpose of filing with the appropriate authorities.

13. The Borrower covenants with and warrants to Secured Party:

- (a) That all Inventory and Equipment in which Secured Party is now or hereafter given a security interest pursuant to this Agreement will at all times be kept and maintained in good order and condition at the sole cost and expense of the Borrower.
- (b) That the Borrower will maintain in force one or more policies of insurance on all Inventory and Equipment against risks of fire (with customary extended coverage), sprinkler leakage, theft, loss or damage and other risks customarily insured against by companies engaged in businesses similar to that of the Borrower in such amounts, contained such terms, in such form, for such periods, covering such hazards and written by such companies as may be satisfactory to Secured Party, such insurance to be payable to Secured Party as its interest may appear in the event of loss; the policies for the same shall be deposited with Secured Party; no loss shall be adjusted thereunder without Secured Party's approval; and all such policies shall provide that they may not be cancelled without first giving at least ten (10) days' written notice of cancellation to Secured Party. In the event that the Borrower fails to provide evidence of the maintenance of such insurance satisfactory to Secured Party, Secured Party may, at the option, secure such insurance and charge the cost thereof to the Borrower and as a debit charge in the Borrower's loan account, if any, or any other account of the Borrower with Secured Party. At the option of Secured Party, all insurance proceeds received from any loss or damage to any of the Collateral shall be applied either to the replacement or repair thereof or as a payment on account of the Obligations. From and after the occurrence of an Event of Default, Secured Party is authorized to cancel any insurance maintained hereunder and apply and returned or unearned premiums, all of which are hereby assigned to Secured Party, as a payment on account of the Obligations.
- (c) That at the date hereof the Borrower is (and as to Collateral that the Borrower may acquire after the date hereof, will be) the lawful owner of the Collateral, and that the Collateral, and each item thereof, is (except for those items described in Exhibit "X" hereto) will be, and shall continue to be free of all restrictions, liens, encumbrances, or other rights, title or interest (other than the security interest therein granted to Secured Party hereby), creditors, recoupment, set-offs or counterclaims whatsoever; that the Borrower has and will have full power and authority to grant to Secured Party a security

interest therein; that the Borrower has not transferred, assigned, sold, pledged, encumbered, subjected to lien or granted any security interest in, and will not transfer, assign, sell (except sales or other dispositions in the ordinary course of business in respect to Inventory as expressly permitted in Paragraph 3 of this Agreement), pledge, encumber, subject to lien or grant any security interest in any of the Collateral (or any of the Borrower's right, title or interest therein) to any person other than Secured Party; that the Collateral is and will be valid and genuine to all respects; and that all accounts receivable arise out of legally enforceable and existing contracts, in accordance with their tenor; and that upon the Borrower's acquisition of any interest in contract rights, it shall in writing immediately notify Secured Party thereof, specifically identifying the same as contract rights, and, except for such contract rights, no part of the Collateral (or the validity or enforceability by Secured Party thereof) is or shall be contingent upon the fulfillment of any agreement or condition whatsoever and that the Collateral, other than Inventory and Equipment, shall represent unconditional and undisputed bona fide indebtedness by the Debtor for sales or leases or Inventory shipped and delivered or services by the Borrower to Debtor and is not and will not be subject to any discount (except such cash or trade discount as may be shown on any invoice, contract or other writing delivered to Secured Party); and that the Borrower will warrant and defend Secured Party's right to and interest in the Collateral against all claims and demands of all persons whatsoever.

- (d) That no contract right, account, general intangible or chattel paper is or will be represented by any note or other instrument (negotiated or otherwise), and that no contract right, account or general intangible is, or will be represented by any conditional or installment sales obligation or other chattel paper as have been or forthwith upon receipt by the Borrower will be delivered to Secured Party (duly endorsed or assigned, as may be appropriate), such delivery, in the case of chattel paper, to include all executed copies except those in the possession of the installment buyer (provided, that if Secured Party elects to leave chattel paper in the possession of the Borrower, such procedure shall be subject to the Borrower's compliance with the provisions of Paragraph 10 thereof and to Secured Party's right to require delivery and endorsement or assignment of such chattel paper by the Borrower to Secured Party whenever Secured Party shall so request); and that any security for or guaranty of any of the Collateral shall be delivered to Secured Party immediately upon receipt thereof by the Borrower, with such assignments and endorsements thereof as Secured Party may request.

- (e) Borrower further agrees:

- (i) That, except as Secured Party may otherwise approve in writing, and except for sale, processing, use, consumption or other disposition in the ordinary course of business pursuant to Paragraph 3 of this Agreement, the Borrower will keep all Inventory and Equipment only at one or more of the locations specified in the preamble to this Agreement.
 - (ii) That the Borrower shall, during the term of this Agreement, keep Secured Party currently and accurately informed in writing of each location where the Borrower's records relating to its accounts and contract rights, respectively, are

kept, and shall not remove such records, or any of them, to another state without giving Secured Party at least (30) thirty days prior written notice thereof.

- (iii) That the Borrower's chief executive office is correctly stated in the preamble to this Agreement, that the Borrower shall, during the term of this Agreement, keep Secured Party currently and accurately informed in writing of each of its other places of business without giving Secured Party at least thirty (30) days prior written notice thereof.
- (f) That Secured Party shall not be deemed to have assumed any liability or responsibility to the Borrower or any third person for the correctness, validity or genuineness of any instruments or documents that may be released or endorsed to the Borrower by Secured Party (which shall automatically be deemed to be without recourse to in any event), or for the existence, character, quantity, quality, condition, value or delivery of any goods purporting to be represented by any such documents; and that Secured Party, by accepting such security interest in the Collateral, or by releasing any Collateral to the Borrower, shall not be deemed to have assumed any obligation or liability to any supplier or Debtor or to any other third party, and the Borrower agreed to indemnify and defend Secured Party and hold it harmless in respect to any claim or proceeding arising out of any matter referred to in this Paragraph 13(f).
- (g) That each account receivable or other item of Collateral, other than Inventory and Equipment, will be paid in full on or before the date shown as its due date in the schedule of Collateral, in the copy of invoice(s) relating to the account or other Collateral or in contracts relating thereto, and if not so paid, the Borrower will forthwith notify Secured Party thereof, and, if Secured Party so requests, will pay Secured Party within such period as Secured Party shall specify any amounts represented to be owing thereon (any such payment, however, not to affect Secured Party's security interest in such Collateral); that upon any suspensions of business assignment or trust mortgage for the benefit of creditors, dissolution, petition in receivership or under any chapter of the Bankruptcy Code as amended from time to time by or against any Debtor, any Debtor becoming insolvent or unable to pay its debts as they mature, or any other act of the same or different nature amounting to a business failure, the Borrower will forthwith notify Secured Party thereof, and, if Secured Party so requests, will pay to Secured Party within such period as Secured Party shall specify, the amount represented to be owing by said Debtor on any Collateral (any such payment, however, not to affect Secured Party's security interest in such Collateral).
- (h) That the Borrower will immediately notify Secured Party of any loss or damage to, or material diminution in or any occurrence which would adversely affect the value of, the Inventory, the Equipment or other Collateral. In the event that Secured Party, in its sole discretion, shall determine that there has been any such loss, damage or material diminution in value, the Borrower will, whenever Secured Party so requests, pay to Secured Party within such period as Secured Party shall specify such amount as Secured Party, in its sole discretion, shall have determined represents such loss, damage or material diminution in value (any such payment, however, not to affect Secured Party's security interest in such Inventory, Equipment or other Collateral).

- (i) That Secured Party may from time to time in Secured Party's discretion hold and treat any deposits or other sums at any time credited by or due from Secured Party to the Borrower and any securities or other property of the Borrower in the possession of Secured Party, whether for safekeeping or otherwise, as collateral security for any apply or set the same off against any obligations whether or not an Event of Default has occurred. Without limiting the generality of the foregoing, if at any time the amount of the revolving credit as then set by Secured Party shall be exceeded, the Borrower shall pay cash to Secured Party in the amount of such excess if Secured Party so requests, or Secured Party may charge such amount against any deposit account of the Borrower with Secured Party.
- (j) That if any of the Collateral includes a charge for, or if any loan by Secured Party to the Borrower shall be subject to any tax payable to any governmental taxing authority, the Borrower shall pay such tax independently when due. Secured Party may retain the full proceeds of the Collateral and the Borrower will indemnify and save Secured Party harmless from any loss, liability, cost or expense (including, without limitation, reasonable attorney's fees), in connection therewith.
- (k) That at any time or times and whether or not an Event of Default has occurred, Secured Party may notify any Debtor or Debtors of its security interest in the Collateral and collect all amounts due thereon; and the Borrower agrees, at the request of Secured Party, to notify all or any of the Debtors in writing of Secured Party's security interest in the Collateral in whatever manner Secured Party requests and, if Secured Party so requests, to permit Secured Party to mail such notices at the Borrower's expense.
- (l) That Secured Party may, at its option, from time to time, discharge any taxes, liens or encumbrances of any of the Collateral, or take any other action that Secured Party may deem proper to repair, maintain or preserve any of the Collateral, and the Borrower will pay Secured Party on demand or Secured Party in his sole discretion may charge to the Borrower all amounts so paid or incurred by him or as a debit charge against the Borrower's loan account, if any, or any other deposit account of the Borrower with Secured Party.
- (m) That Secured Party in his sole discretion from time to time shall have the right to demand and receive from the Borrower additional property of nature and types not included in Paragraph 2(a) of this Agreement, including, without limitation, interests in real property, and thereupon the words "Collateral" and "security interest" (in expansion of the definitions contained in Paragraph 2) shall be deemed to include, respectively any and all such additional property and Secured Party's interest therein. The Borrower shall promptly, upon request of Secured Party, deliver, transfer, assign and make over to Secured Party all the Borrower's right, title and interest in any such additional property, and shall execute and deliver to Secured Party any writings and do all things necessary, effectual or requested by Secured Party to vest fully in or assure to Secured Party (including, without limitation, all steps to create and perfect) its security interest in such additional property. Secured Party shall have in respect to such additional property all the rights, powers, privileges, discretion and immunities granted to him under this Agreement with the same force and effect as if said additional property has been listed

in Paragraph 2(a) hereof, including, without limitation, the right to apply such property, or any part thereof, and any proceeds thereof to any obligation.

- (n) That all representations now or hereafter made by the Borrower to Secured Party whether in this Agreement or in any supporting or supplemental reports, statements or documentation, including, without limitation, statements relating to the Collateral and financial statements, are, will be, and shall continue to be true and correct in all respects.
- (o) That the equipment shall always remain personal property regardless of its attachment to realty in any manner, and if this ☐ is checked: (i) the Equipment is to be attached to the real estate described as follows: _____, Massachusetts; (ii) the record owner of which real estate is the Secured Party; and (iii) the borrower will deliver to Secured Party, in form and substance satisfactory to Secured Party, a disclaimer of any interest in the Collateral executed by all persons now or in the Collateral executed by all persons now or hereafter claiming any interest in said real estate.

14. The Borrower hereby irrevocably constitutes and appoints Secured Party as the Borrower's true and lawful attorney with full power of substitution, at the sole cost and expense of the Borrower but for the sole benefit of Secured Party, to convert the Collateral into cash, including, without limitation, completing the manufacture or processing of work in progress, and the sale (either public or private) of all or any portion or portions of the Inventory and other Collateral; to enforce collection of the Collateral, either in its own name or in the name of the Borrower, including, without limitation, executing releases, compromising or settling with any Debtors and prosecuting, defending, compromising or releasing any action to the Collateral; to receive, open and dispose of all mail addressed to the Borrower and to take therefrom any remittances or proceeds of Collateral in which Secured Party has a security interest; to notify Post Office authorities to change the address for delivery of mail addressed to the Borrower to such address as Secured Party shall designate to endorse the name of the Borrower in favor of Secured Party upon any and all checks, drafts, money orders, notes, acceptances or other instruments of the same or difference nature; to sign and endorse the name of the Borrower on and to receive as secured party any of the Collateral, any invoices, schedules of Collateral, freight or express receipts, or other documents of title of the same or different nature relating to the Collateral; to sign the name of the Borrower on any notice of the Debtors or on verification of the Collateral; and to sign and file or record on behalf of the Borrower any financing or other statement in order to perfect or protect Secured Party's security interest. Secured Party shall not be obliged to do any of the acts or exercise any of the powers hereinabove authorized, but if Secured Party elects to do such act or exercise any such power, he shall not be accountable for more than he actually receives as a result of such exercise of power, and he shall not be responsible to the Borrower except for willful misconduct in bad faith. All powers conferred upon Secured Party by this Agreement, being coupled with an interest, shall be irrevocable so long as any Obligation of the Borrower to Secured Party shall remain unpaid.

Whenever Secured Party deems it desirable that any legal action be instituted with respect to any Collateral or that any other action be taken in an attempt to effectuate collection of any Collateral, Secured Party may reassign the item in question to the Borrower (and if Secured Party shall execute any such reassignment, he shall automatically be deemed to be without recourse to Secured Party in any event) and require the Borrower to proceed with such legal or other action at the Borrower's sole liability, cost and expense, in which event all amounts collected by the Borrower on such item shall nevertheless

be subject to the provisions of the last sentence of Paragraph 3 of this Agreement.

15. If an Event of Default shall occur, at the election of Secured Party, all Obligations shall become immediately due and payable without notice or demand. The Secured Party is hereby authorized, at its election, at any time or times after any of the foregoing events has occurred, or without any further demand or notice except to such extent as notice may be required by applicable law, to sell or otherwise dispose of all or any of the Collateral at public or private sale, and Secured Party may also exercise any and all other rights and remedies of a secured party under the Code or which are otherwise accorded to it by applicable law, all as Secured Party may determine. If notice of a sale or other action by Secured Party is required by applicable law, the Borrower agrees that five (5) days' notice of the Borrower, or the shortest period of written notice permitted by such law, whichever is larger, shall be sufficient; and that to the extent permitted by such law, Secured Party, his attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is the subject or widely distributed standard price quotations, and any sale (public or private) shall be free from any right of redemption, which the Borrower hereby waives and releases. No purchaser at any sale (public or private) shall be responsible for the application of the purchase money. Any balance of the net proceeds of sale remaining after paying all direct Obligations of the Borrower to Secured Party, and all costs and expenses of manufacture, processing, completion or installation of the Inventory; collection, storage, customer, sale and delivery of the Inventory, the Equipment, and/or the Collateral, including, without limitation, reasonable attorneys' fees, and after retaining as collateral security or applying as Secured Party may elect (in whole or in part at any time and from time to time) amounts equal to the aggregate of all other Obligations shall be returned to the Borrower or to such other party as may be legally entitled thereto; and if there is a deficiency, the Borrower shall be responsible for the same, with interest. Upon demand by Secured Party, the Borrower shall assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to Secured Party and the Borrower.

16. The Borrower waives notice of nonpayment, demand, presentment, protest or notice of protest of the Collateral, and all other notices, consents to any renewals of extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Secured Party in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "Secured Party's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by Secured Party of any default of the Borrower hereunder shall operate as a waiver of any other default hereunder. No term or provision hereof shall be waived, altered or modified except with the prior written consent of Secured Party, which consent makes explicit reference to this Agreement. Except as provided in the preceding sentence, no other agreement or transaction, of whatever nature, entered into between Secured Party and the Borrower at any time (whether before, during or after the effective date or term of this Agreement), shall be construed in any particular as a waiver, modification or limitation of any of Secured Party's rights and remedies under this Agreement (nor shall anything in this Agreement be construed as a waiver, modification or limitation of any of Secured Party's rights and remedies under any such other agreement or transaction) but all Secured Party's rights and remedies not only under the provisions of this Agreement but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Secured Party at such time or times and in such order of preference as Secured Party in his sole discretion may determine.

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

18. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Secured Party shall be entitled to rely thereon, notwithstanding payment of all Obligations of the Borrower to Secured Party at any time or times) until terminated as to future transactions by written notice from either party to the other party of the termination hereof; provided that such termination shall not release or affect any Collateral in which Secured Party already has a security interest or any Obligations incurred or rights accrued hereunder prior to the effective date of such notice (as hereinafter defined) of such termination. Notwithstanding any such termination, Secured Party shall have a security interest in all Collateral to secure the payment and performance of Obligations arising after such termination as a result of commitments or undertakings made or entered into by Secured Party prior to such termination. Secured Party may transfer and assign this Agreement and deliver the Collateral to the assignee which shall thereupon have all rights of Secured Party and Secured Party shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the Collateral.

19. If the Borrower is a partnership, all agreements and Obligations of the Borrower under, pursuant to or in connection with this Agreement shall remain in force and applicable, notwithstanding any changes in the individuals comprising the partnership, and the term "Borrower" shall include an alternate or successor partnerships (but any predecessor partnerships and their partners shall not thereby be released from any agreements or Obligations).

20. All notices, approvals or other communications provided for herein shall be deemed validly and properly given or made if in writing and delivered by hand or by certified or registered mail, return receipt requested, and addressed:

If to Secured Party, to:

Karen Waller
Steven Waller
Gibbous Moon Inc.

with a copy to:

Jon D. Aieta, Esquire
CASSIS & CAYER
18 Russell Park
Quincy, MA 02169

If to Borrower, to:

Stuart Henry
18 Cliftondale Street
Roslindale, MA 02131

with a copy to:

David J. Jensen, Esq.
Walters, Shannon & Jensen, LLC
27 Harvard Street
Brookline, MA 02445

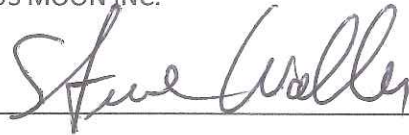
Either party may, by written notice to the other pursuant to this subparagraph, change its address or the addressee where notices shall be sent in the future.

21. This Agreement and the transactions contemplated hereunder are to be performed whole within Massachusetts and are to be governed by the laws of the Commonwealth of Massachusetts, without regard for conflict of law principles.

Witness the hand and seal of the undersigned as of the date first written above.

SECURED PARTY:

GIBBOUS MOON INC.

By: 

BORROWER:

HENRY HOSPITALITY LLC

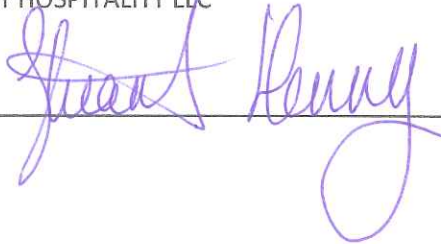
By: 

EXHIBIT C

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jon D. Aieta, Esq.
Cassis & Cayer
18 Russell Park
Quincy, MA 02169

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or

1a. ORGANIZATION'S NAME HENRY HOSPITALITY LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1027 Great Plain Avenue			CITY Needham	STATE MA	POSTAL CODE 02492	COUNTRY USA
1d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION For Profit Corporation	1f. JURISDICTION OF ORGANIZATION Massachusetts	1g. ORGANIZATIONAL ID #, if any ☐ NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME HENRY		FIRST NAME STUART	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 18 Cliftondale Street			CITY Roslindale	STATE MA	POSTAL CODE 02131	COUNTRY USA
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME GIBBOUS MOON INC.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All assets and property of the Debtor, whether now owned or hereafter created, arising or acquired, wherever located, including, but not limited to the Collateral described on Exhibit A attached hereto.

Filed with: Massachusetts Secretary of State

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ AG. LIEN ☐ CONSIGNEE/CONSIGNOR ☐ NON-UCC FILING ☐ BAILEE/BAILOR ☐ SELLER/BUYER6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Exhibit A

TO UCC FINANCING STATEMENT BETWEEN
HENRY HOSPITALITY LLC AND STUART HENRY, AS DEBTOR, AND
GIBBOUS MOON INC., AS SECURED PARTY

The Collateral includes without limitation, the following:

- (a) All equipment and fixtures and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired together with all additions and accessions thereto and substitutions and replacements therefor, and all products and proceeds (including but not limited to insurance and condemnation proceeds) thereof;
- (b) All inventory and goods whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor or all of them, and completed and unshipped merchandise and all products and proceeds (including insurance and condemnation proceeds) of the foregoing;
- (c) All accounts (including health care insurance receivables), accounts receivable, contract rights, chattel paper (whether tangible or electronic), instruments (including promissory notes), documents and all other forms of obligations at any time owing to the Debtor, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights any Debtor may have or acquire for securing or enforcing the foregoing, including, without limitation, all guaranties, collateral, liens on or security interest in real or personal property, leases, letters of credit, the rights to reserves, deposits, choses in action, judgments or insurance proceeds together with all customer lists, books and records, ledger and account cards, computer tapes, computer software, disks, printouts and data processing records, whether now existing or hereafter created, and all other property evidencing or relating to the Collateral, and all products and proceeds of all of the foregoing.
- (d) All general intangibles (including payment intangibles) now existing or hereafter owned arising or acquired, including, but not limited to, trade names, trade processes, trade secrets, copyrights, patents, patent applications, trademarks, trademark registrations and applications therefor, licenses, franchises, tax refunds, customer lists, the corporate name and goodwill business of the Debtor, and all tax refunds and/or tax rebates, and all proceeds of any of the foregoing;
- (e) All commercial tort claims, supporting obligations, any other contract rights or rights to the payment of money and insurance claims and proceeds;
- (f) All of the securities, securities accounts maintained by the Debtor with any securities intermediary, securities entitlements, and other financial assets and investment property, whether now owned or existing, or hereafter acquired, created or arising, and all proceeds of any of the foregoing;
- (g) All books and records relating to the conduct of the business of the Debtor and the Collateral;
- (h) Any and all liquor licenses issued to the Debtor; and
- (i) All other assets, rights and properties of the Debtor wherever located and whenever arising or created.

In addition, Secured Party has a secured interest in the liquor license issued by the Town of Needham and the Alcoholic Beverage Control Commission for the premises located at 1027 Great Plain Avenue, Needham, Massachusetts pursuant to a certain Pledge and Security Agreement dated as of _____.

All terms used herein which are defined in the Uniform Commercial Code as now or hereafter adopted in the Commonwealth of Massachusetts (the "UCC") shall have the meanings given to them in the UCC.

EXHIBIT D

LICENSE PLEDGE AGREEMENT

LICENSE PLEDGE AGREEMENT made this 31 day of MAY, 2017 by and between Gibbous Moon Inc., a Massachusetts corporation doing business as The Center Café, located at 1027 Great Plain Avenue, Needham, Massachusetts 02492 (hereinafter referred to as "Lender/Pledgee") and Henry Hospitality LLC, a Massachusetts limited liability company with a place of business located at 1027 Great Plain Avenue, Needham, Massachusetts 02492 (hereinafter referred to as "Borrower/Pledgor").

1. Pledge and Security Interest. To secure the prompt, punctual, and faithful performance of each and all of the Obligations (as that term is defined herein) of the Pledgor and/or of Borrower to Lender the undersigned (herein, the "Pledgor") hereby pledges and assigns to Lender all the right, title and interest of the Pledgor and Borrower in and to the Annual All Alcoholic Beverages License issued, or soon to be issued by the Town of Needham and approved by the Commonwealth of Massachusetts, Alcoholic Beverages Control Commission, standing in the name of the Pledgor and/or Borrower, with any renewal thereof and any rights that may accrue thereto, referred to as the "Pledged and Assigned License."
2. Representations, Warranties and Covenants. The Pledgor and Borrower hereby jointly and severally represent that the Collateral is held and owned by the Pledgor, is free and clear of all liens, encumbrances, attachments, security interests, pledges, and charges, is validly issued, fully paid for and non-assessable.
3. Obligations. As used herein, "Obligations" shall include all warranties and representations, covenants, debts and obligations, and duties to perform under the Promissory Note, the Guaranty, the Security Agreement and this Agreement, all executed by or between the Lender, Borrower, Pledgor, and related party, and all other documents related to the transactions contemplated by said documents. The pledge and assignment made hereby is for securing to the Pledgee/Assignee the obligations of the Borrower/Pledgor under that certain Promissory Note made by the Borrower/Pledgor to the order of the Pledgee/Assignee hereof.
4. Covenants. The Pledgor and Borrower shall:
 - (a) Execute all such instruments, documents, and papers, and will do all such acts as the Lender/Pledgee may request from time to time to carry into effect the provisions and intent of this Agreement;
 - (b) Keep the Collateral free and clear of all liens, encumbrances, attachments, security interests, pledges, and charges;
 - (c) Deliver to the Lender/Pledgee, if and when received by the Borrower, any item representing or constituting any of the Collateral;
 - (d) Upon the request of the Lender/Pledgee, cause the issuer of any uncertificated securities comprising any of the Collateral to issue certificates with respect thereto;
 - (e) Upon the request of the Lender/Pledgee, cause certificated securities comprising any of the Collateral to be issued in the name of the Lender/Pledgee, as Lender/Pledgee provided that in all cases the interest thereon shall belong to and be paid directly to the Pledgor provided that in all cases the interest thereon shall belong to and be paid directly to the Pledgor;

- (f) Not cause or permit any of the Collateral presently evidenced by a written certificate to be converted to uncertificated securities;
- (g) Not exercise any right with respect to the Collateral which would dilute or adversely affect the Escrow Agent/Pledgee's rights in the Collateral;
- (h) Not file any affidavit for replacement of lost stock certificates or bonds; and
- (i) Not vote or seek to vote the Collateral for any purpose while this Agreement is outstanding and not terminated.
- (j) Not to issue or contract to issue, recognize, or attempt to issue or contract to issue, any additional capital stock or other securities of the Borrower.

5. Events of Default. Upon the occurrence of any one or more of the following events of default (herein "Events of Default") all Obligations of the Borrower and/or the Pledgor to the Lender shall become immediately due and payable at the option of the Lender and without notice or demand. The occurrence of any such Event of Default shall also constitute, without notice or demand, a default under all other agreements between the Lender, the Borrower and/or the Pledgor and instruments and papers given the Lender/Pledgee by the Borrower and/or by the Pledgor, whether now existing or hereafter arising; (a) the failure by the Borrower to pay upon demand (or when due, if not payable on demand) any of the Obligations; (b) the failure by the Borrower to promptly, punctually, and faithfully perform, discharge, or comply with any of the Obligations; (c) the determination by the Lender/Pledgee that any representation or warranty heretofore, now, or hereafter made by the Borrower to the Lender/Pledgee, in any document, instrument, agreement, or paper was not materially true or accurate when given; (d) any act by, against, or relating to the Borrower, or its property or assets, which act constitutes the application for, consent to, or sufferance of the appointment of a receiver, trustee, or other person, pursuant to court action or otherwise, over all, or any part of the Borrower's property; the granting of any trust mortgage or execution of an assignment for the benefit of the creditors of the Borrower, or the occurrence of any other voluntary or involuntary liquidation or extension of debt agreement for the Borrower; the failure by the Borrower to generally pay the debts of the Borrower as they mature; adjudication or bankruptcy or insolvency relative to the Borrower in any proceeding pursuant to the Bankruptcy Reform Act of 1978 (commonly referred to as the Bankruptcy Code) or any other federal bankruptcy law; the filing of any complaint, application, or petition by or against the Borrower initiating any matter in which the Borrower is or may be granted any relief from the debts of the Borrower pursuant to the Bankruptcy Code or any other insolvency statute or procedure; the calling or sufferance of a meeting of creditors of the Borrower; the meeting by the Borrower with a formal or informal creditors' committee; the offering by or entering into by the Borrower of any composition, extension of any other arrangement seeking relief or extension for the debts of the Borrower, or the initiation of any other judicial or non-judicial proceeding or agreement by, against, or including the Borrower which seeks or intends to accomplish a reorganization or arrangement with creditors; (e) the entry of any judgment against the Borrower, which lien is not discharged or judgment is not satisfied or appealed from (with execution or similar process stayed) within fifteen (15) days of its imposition or entry; (f) the occurrence of any event or circumstance with respect to the Borrower such that the Lender deems itself insecure; (g) the entry of any court order which enjoins, restrains, or in any way prevents the Borrower from conducting all or any part of its business affairs in the ordinary course; (h) the occurrence of any loss, theft, damage, destruction, sale (other than sales in the

ordinary course of business) or encumbrance to or of the Borrower; (i) Any act by or against, or relating to the Borrower or its assets pursuant to which any creditor of the Borrower seeks to reclaim or repossess or reclaims or repossesses all or any portion of the Borrower's assets; (j) the voting or exercising of any rights pertaining to, or attempt to vote or exercise of any rights pertaining to the Collateral, or the issuance of, or attempt to issue, any capital stock or other securities in addition to the Collateral, (k) the death, termination of existence, dissolution, winding up, or liquidation of the Borrower; (l) the merger or consolidation of the Borrower with or into any other corporation or other entity; (m) the occurrence of any of the foregoing Events of Default with respect to the Pledgor and/or any guarantor, endorser, or surety to Lender of the Obligations, as if the Pledgor or such guarantor, endorser, surety, parent, subsidiary, were the "Borrower" described therein; (n) the termination of any guaranty by any guarantor of the Obligations.

6. Rights and Remedies upon Default. Upon the occurrence of any Event of Default, and at any time thereafter, the Lender/Pledgee may, in its sole discretion, exercise or refrain from exercising in any of the rights it has as a shareholder in the Borrower, including without limitation, voting to elect new officers and directors of the Borrower. In addition, upon the occurrence of any Event of Default, and at any time thereafter, the Lender/Pledgee shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (as amended or superseded), in addition to which and without limitation the Lender/Pledgee may (in a commercially reasonable manner) sell or otherwise dispose of the Collateral and/or enforce and collect the Collateral (including, without limitation, the liquidation of debt instruments or securities and the exercise of conversion rights with respect to convertible securities, whether or not such instruments or securities have matured whether or not any penalties or other charges are imposed on account of such action), for application towards (but not necessarily in complete satisfaction of) the Obligations. The Borrower shall remain liable to the Lender for any deficiency remaining following such application, as shall the Pledgor as to any Obligations of the Pledgor. Unless the Collateral is perishable, threatens to decline speedily in value, or is a type customarily sold on a recognized market (in which event the Lender/Pledgee shall give the Pledgor such notice as may be practicable under the circumstances), the Lender/Pledgee shall give the Pledgor at least the greater of the minimum notice required by law or seven (7) days prior written notice of the date, time, and place of any public sale thereof or of the time after which any private sale or any other intended disposition is to be made. The Borrower and the Pledgor respectively acknowledge that any exercise by the Lender/Pledgee of the Lender/Pledgee's rights upon default may be subject to compliance by the Lender/Pledgee with any statute, regulation, ordinance, directive, or order of any federal, state, municipal, or other governmental authority, including, without limitation, any of the foregoing restricting the sale of securities. The Lender/Pledgee, in its reasonable discretion at any such sale, may restrict the prospective bidders or purchasers as to their number, nature of business and investment intention, and impose, without limitation, a requirement that the persons making such purchases represent and agree, to the satisfaction of the Lender/Pledgee, that they are purchasing the Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. The proceeds of any collection or of any sale or disposition of the Collateral held pursuant to the within Agreement shall be applied towards the Obligations of the Borrower and/or the Pledgor in such order and manner as the Lender/Pledgee determines in its sole discretion, any statute, custom, or usage to the contrary notwithstanding.

7. Designation as Attorney-in-Fact. The Pledgor hereby designates the Lender/Pledgee as and for the attorney-in-fact of the Pledgor to: endorse in favor of the Lender/Pledgee any of the Collateral; cause the transfer of any of the Collateral in such name as the Lender/Pledgee may, from time to time,

determine; cause the issuance of certificates for book entry and/or uncertificated securities; renew, extend, or roll over any Collateral; and make demand and initiate actions to enforce any of the Collateral. The Lender/Pledgee may take such action with respect to the Collateral as the Lender/Pledgee may reasonably determine to be necessary to protect and preserve its interest in the Collateral. The Lender/Pledgee shall also have and may exercise at any time all rights, remedies, powers, privileges, and discretions of the Pledgor with respect to and under the Collateral. The within designation as attorney-in-fact, being coupled with an interest, is irrevocable until the within Agreement is terminated by a written instrument executed by a duly authorized officer of the Lender. This power of attorney shall not be affected by subsequent disability or incapacity of the Pledgor. The Borrower hereby agrees to cooperate fully with the Lender/Pledgee and to promptly carry out any instructions of the Lender/Pledgee with respect to the Collateral.

8. Rights and Remedies Cumulative; No Waiver. The rights, remedies, powers, privileges, and discretions of the Lender/Pledgee hereunder (herein the "Lender/Pledgee's Rights and Remedies") shall be cumulative and not exclusive of any rights, remedies, powers, privileges, or discretions which it otherwise may have. No delay or omission by the Lender/Pledgee in exercising or enforcing any of the Lender/Pledgee's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Lender/Pledgee of any Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No exercise of any of the Lender/Pledgee's Rights and Remedies and no other agreement or transaction of whatever nature entered into between the Lender/Pledgee and the Borrower at any time shall preclude any other exercise of the Lender/Pledgee's Rights and Remedies. No waiver by the Lender/Pledgee of any of the Lender/Pledgee's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. All the Lender/Pledgee's Rights and Remedies and all the Lender/Pledgee's rights, remedies, powers, privileges, and discretions under any other agreement or transaction are cumulative and not alternative or exclusive and may be exercised by the Lender/Pledgee at such time or times and in such order of preference as the Lender/Pledgee in its sole discretion may determine.

9. Costs of Collection. As used herein, "Costs of Collection" includes, without limitation, all attorneys' reasonable fees, and out-of-pocket expenses incurred by the Lender/Pledgee's attorneys, and all costs incurred by the Lender/Pledgee in the administration of the Obligations, this Agreement, and all other instruments and agreements executed in connection with or relating to the Obligations including, without limitation, costs and expenses associated with travel on behalf of the Lender/Pledgee. Costs of Collection also includes, without limitation, all attorneys' reasonable fees, out-of-pocket expenses incurred by the Lender/Pledgee's attorneys, and all costs and expenses incurred by the Lender/Pledgee, including, without limitation, costs and expenses associated with travel on behalf of the Lender/Pledgee, which costs and expenses are directly or indirectly related to or in respect of the Lender/Pledgee's efforts to preserve, protect, collect, or enforce the Collateral, the Obligations and/or the Lender/Pledgee's Rights and Remedies and any of the Lender/Pledgee's rights and remedies against or in respect of any guarantor or other person liable in respect of the Obligations (whether or not suit is instituted in connection with such efforts). The Costs of Collection shall be added to the Obligations of the Borrower to the Lender, as if such has been lent, advanced, and credited by the Lender to, or for the benefit of, the Borrower.

10. Pledgor's Waiver, Assent and Authorization. The Pledgor and Borrower (a) waive presentment, demand, notice and protest with respect to the Obligations and the Collateral; and (b) assent to any indulgence or waiver which the Lender/Pledgee may grant or give any other person liable or obliged to

the Lender/Pledgee for or on the Obligations without notice to the Pledgor; and (c) authorizes the Lender/Pledgee to alter, amend, cancel, waive, or modify any term or condition of the obligations of any other person liable or obligated to the Lender/Pledgee for or on the Obligations, without notice to or consent from the Pledgor; and (d) agrees that no release of any property securing the Obligations without notice to or consent from the Pledgor shall affect the rights of the Lender/Pledgee with respect to the Collateral hereunder.

11. The Lender/Pledgee shall have no duty as to the collection or protection of the Collateral or any income or distribution thereon, beyond the safe custody of such of the Collateral as may come into the possession of the Lender/Pledgee and shall have no duty as to the preservation of rights against prior parties or any other rights pertaining thereto. The Lender/Pledgee's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Obligations.

12. This Agreement shall be binding upon the Pledgor's heirs, executors, administrators, representatives, successors, and assigns, and shall inure to the benefit of the Lender and the Lender's successors and assigns.

13. This Agreement and all other instruments executed in connection with the Obligations incorporate all discussions and negotiations between the Lender/Pledgee, the Borrower, and/or the Pledgor concerning the matters included herein and in such other instruments. No such discussions or negotiations shall limit, modify, or otherwise affect the provisions hereof. No modification, amendment, or waiver of any provisions of the within Agreement or of any provision of any other agreement between the Borrower and the Lender/Pledgee and/or the Pledgor and the Lender/Pledgee shall be effective unless executed in writing by the party to be charged with such modification, amendment or waiver, and if such party be the Lender or Borrower, then by a duly authorized officer thereof.

14. This Agreement and all other documents in the Lender/Pledgee's possession which relate to the Obligations may be reproduced by the Lender/Pledgee by any photographic, microfilm, micro-card, miniature photographic, xerographic, or similar process, and, with the exception of instruments constituting the Collateral, the Lender/Pledgee may destroy the original from which any document was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile, or further reproduction shall likewise be admissible in evidence.

15. This Agreement, and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the internal laws of Massachusetts without regard to conflict of laws principles. The Pledgor submits to the jurisdiction of the courts of said Commonwealth for all purposes with respect to the within Agreement and the Pledgor's relationships with the Lender/Pledgee.

Witness our hands and seals as of the date first written above.

LENDER/PLEDGE:
GIBBOUS MOON INC.

By: Steve Keller

BORROWER/PLEDGOR:
HENRY HOSPITALITY LLC

By: Stuart Henry

EXHIBIT E

MORTGAGE

WHEN RECORDED MAIL TO: Gibbous Moon Inc.
 P.O. Box 723
 Natick, MA 01760

Property Address: 18 Cliftdale Street, Roslindale, Massachusetts 02131

KNOW ALL MEN BY THESE PRESENTS

That **STUART HENRY** and **JENNIFER M. CUOCO HENRY** of 18 Cliftdale Street, Roslindale, MA 02131, hereinafter collectively called "MORTGAGOR" for consideration paid, grants to **GIBBOUS MOON INC.**, a Massachusetts corporation with an address of P.O. Box 723, Natick, MA 01760, hereinafter called "MORTGAGEE", which expression shall include its successors and assigns, with mortgage covenants, to secure the full payments and performance of all obligations of a certain promissory note of even date from **HENRY HOSPITALITY LLC** and **STUART HENRY** payable to the order of **GIBBOUS MOON INC.** in the original principal amount of **Sixty Thousand and 00/100 (\$60,000.00) Dollars**, and also to secure all covenants and agreements herein contained or referred to on the part of the Mortgagor to be kept and performed, collectively hereinafter also referred to as "Obligations" that certain parcel or parcels of land together with all buildings, together with all fixtures and appurtenances thereto and improvements thereon, if any, as more particularly described in **Addendum A** annexed hereto and made a part hereof, hereinafter called the "Mortgaged Premises."

This mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements on the part of the Mortgagor herein contained or herein referred to shall be fully kept and performed, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

The Mortgagor covenants to pay when due all taxes, charges, assessments, water rates, sewer use charges and other charges which may form the basis of a lien or expense upon or in connection with Mortgaged Premises or any interest therein or upon any of the Obligations secured hereby and to pay when due all interest and principal payments due and payable to any holder of any mortgage to which this mortgage is subordinate and to perform all covenants and agreements of the mortgagor in such mortgage.

The Mortgagor covenants to keep the buildings and other improvements, if any, now or hereafter on the Mortgaged Premises insured against fire and such other casualty, casualties or contingencies as the Mortgagee from time to time require, all such insurance policies to be deposited with, and payable in case of loss to the Mortgagee, subject only to the rights of the holders of those mortgages, if any, in which mortgages are prior in right hereto, and to be written in such form and such periods and amounts as the Mortgagee shall from time to time approve or require, hereby granting to the Mortgagee in the event of default authorization as attorney irrevocable of the Mortgagor to cancel such insurance and to retain the return premium thereof and to transfer such insurance to any person or persons claiming title to the Mortgaged Premises or any part thereof by virtue of foreclosure proceedings or otherwise.

The Mortgagor covenants to cause, at the request of the Mortgagee, the Mortgagee to be named as an additional insured on any liability insurance policy maintained in respect to the Mortgaged

Premises and further covenants to effect such liability insurance at the request of the Mortgagee, such insurance to be on such terms and in such form and for such periods and amounts as the Mortgagee shall from time to time approve or require.

The Mortgagor covenants that no occupant, including without limitation the Mortgagor, will use the Mortgaged Premises or any portion thereof in violation of any law, and that whenever, in consequence of an alleged violation, the occupants use of the Mortgaged Premises shall be prohibited or enjoined by any public official or court, the violation shall be deemed conclusively provide for the purposes of this mortgage.

The Mortgagor hereby authorizes the Mortgagee to pay any taxes, charges, assessments and water rates and other exaction or governmental authority to whomsoever laid or assessed whether of the Mortgaged Premises or on any interest therein or on any of the Obligations secured hereby, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Mortgaged Premises or any part thereof; to pay any amount which may become due under any mortgage, lien or encumbrance prior in right to the mortgage herein granted; to pay the premiums of any insurance required hereunder; to incur and pay reasonable expenses, including attorney's fees, in protecting the Mortgagee's rights hereunder and the security hereby granted; to pay any balance due under any security agreement on any articles or fixtures now or hereafter included as part of the Mortgaged Premises or used in connection therewith; to expend such sums for repairs as may be reasonably necessary to keep the Mortgaged Premises in good order, condition and repair; to add all amounts so paid to the principal sum secured hereby; to apply to any of these purposes or to the repayment of any amounts so paid by the Mortgagee any sums paid hereunder by the Mortgagor as principal, interest, taxes or otherwise.

The Mortgagor covenants that the Mortgagor will not transfer, nor will the Mortgagor suffer the transfer of title to the Mortgaged Premises or any part thereof, without the prior written consent of the Mortgagee. Said prior written consent shall not be unreasonably withheld.

The Mortgagor covenants that in the event the ownership of the Mortgaged Premises or any part thereof becomes vested in any other person than the Mortgagor, with or without consent, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the Obligations secured hereby in the same manner as with the Mortgagor, without affecting or discharging the Mortgagor's liability hereunder or the obligations hereby secured; and no extensions of the time for the payment, or performance of any of the Obligations of the Mortgagor as set forth herein or other indulgences shall operate to release, discharge, modify, change or affect the liability of the Mortgagor herein, either in whole or in part.

In the event of redemption after foreclosure proceedings have been commenced, the Mortgagee shall be entitled to collect all costs, charges and expenses, including reasonable attorney's fees, incurred up to the time of redemption. In case of foreclosure sale the Mortgagee shall be entitled to retain out of the monies arising from such sale all sums the secured by this mortgage, whether then or thereafter payable, including all costs, charges, or expenses, including reasonable attorney's fee, incurred or sustained by the Mortgagee by reason of any default in the performance or observance of any condition of this mortgage.

The Mortgagor covenants that in case the Mortgagee, in the exercise of the power of sale herein given, elects to sell in parcels, said sale may be held from time to time and that said power of sale shall not be exhausted until all of the granted premises not previously released have been sold.

The Mortgagee is hereby authorized to apply the proceeds of any insurance recovered by reason of any loss to the satisfaction of the Obligations secured hereby, whether or not the mortgage or any of the Obligations secured hereby are in default.

Included in this Mortgage as part of the real estate are all of the following articles now or hereafter of the above described premises or used therewith: portable or sectional buildings, furnaces, heaters, ranges, mantels, gas and electric light fixtures, refrigerators, refrigeration equipment, ventilating and air conditioning equipment, garbage incinerator receptacles and disposals, door bells and alarm systems, built-in cases, cabinets, counters and drawers, screens, screen doors, awnings, and all other fixtures or equipment of whatever kind and nature at present contained in said buildings, or placed therein prior to the full payment and discharge of this Mortgage.

The use of the singular herein shall include the plural, and the use of the plural shall include the singular, and the use of the masculine gender shall include the feminine and the use of the feminine shall include the masculine.

WITNESS our hands and seals this _____ day of _____, 2017.

Stuart Henry

Jennifer M. Cuoco Henry

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2017

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared Stuart Henry, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2017

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared Jennifer M. Cuoco Henry, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ADDENDUM "A"

Property Description

The land with the buildings situated in that part of Boston, Suffolk County, Massachusetts, called West Roxbury, bounded and described as follows:

SOUTHWESTERLY	by Clifton (now Cliftdale) Street, fifty (50) feet;
NORTHEASTERLY	by land now or formerly of Alvah Kettredge, one hundred thirty-two (132) feet;
SOUTHEASTERLY	by land now or formerly of said Kettredge, fifty (50) feet;
SOUTHWESTERLY	by land now or formerly of F.W. Krone, one hundred thirty-two (132) feet;

Containing 6,600 square feet, more or less.

For title reference see deed recorded at the Suffolk County Registry of Deeds at Book 46075, Page 108.

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



057-0012
0115

514282438-1

May 31 2017

PAY **** \$10,000.00 **** DOLLARS

TO THE
ORDER OF * Boston Restaurant Group *

MEMO:

Drawer: Citizens Bank, N.A.



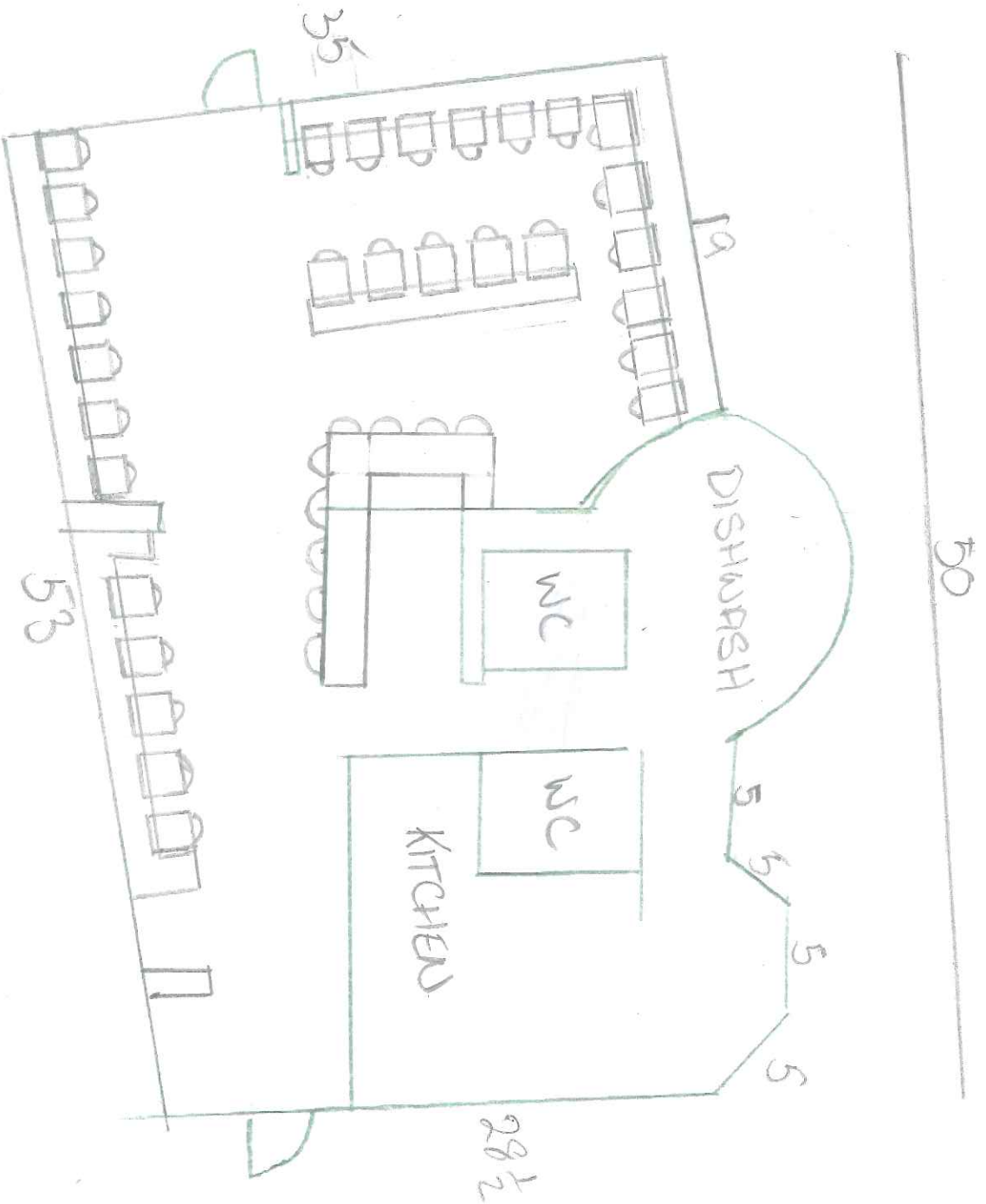
Security
Features
Details on
Back.

[Signature]
AUTHORIZED SIGNATURE MAS07 MP

⑈ 514282438⑈ ⑆ 011500120⑆

20752164⑈

THE JAMES



67 SEATS

The Center Cafe

1027 Great Plain Avenue
Needham Center, MA 02459
781 455 1656

Restore trim around existing window. Provide new sash to match exist if reqd. Glaze sash w. 1/2 plate glass mirror. Provide rigid insulation on kitchen side.

Remove all exist carpet. Remove floor to re-give new engineered golden oak flooring. Pre engineered oak flooring. New carpet.

Remove all exist carpet. Flashpatch floor & reqd. Install new glue down 12" broadloom.

Exist banquettes to be refurbished

Cosmetic Refurbishing to Existing WCs:

1. Existing fixtures to be replaced, but no change to location or to roughing.
2. New ceramic floor and base tile to be installed.
3. Lighting to be replaced.
3. Walls, cigs. doors and trim to be repainted.

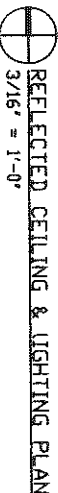
CONSTRUCTION PLAN
3/16" = 1'-0"

The Center Cafe 1027 Great Plain Avenue Needham Center, MA 02459 781 455 1656	
Leslie Armstrong Architects 25 Broad Street, Suite 200 New York, NY 10013 Tel: 212 333 1111 Fax: 212 333 1112 E-Mail: les@lesarmstrong.com	Project No. 0901 Date: 2 DEC 2009 Scale: 3/16" = 1' 0" Title: CONSTRUCTION PLAN
Leslie Armstrong AIA Massachusetts License #4568	A-1

1077 Great Plaza Avenue
Needham Center, MA 02492
781 455 6668

1077 Great Plaza Avenue
Needham Center, MA 02492
781 455 6668

9. All incandescent lighting throughout bar, dining rm. & WCs to be provided with dimmer switches by Lutron or ^{eq.}



CEILING LEGEND

- | | | | |
|---|------------------------------|---|--|
|  | Exist HVAC |  | Exist wall/mold |
|  | Supply |  | thermostat |
|  | Exist HVAC return |  | Exist chandelier to be removed |
|  | Exist HVAC supply |  | Exist pendant to be relocated |
|  | Exist c/o, loud speaker |  | Exist down light |
|  | Exist fire &/or smoke sensor |  | Exist down light |
|  | Exist exit sign |  | Exist down light |
|  | Exist emergency lighting |  | Exist scene |
| | |  | Exist scene to be removed |
| | |  | New surface mount ceiling fixture |
| | |  | New single wall sconce on exist junction box |
| | |  | New double wall sconce on exist junction box |
| | |  | New fluorescent surf. mold closet fixture |

Learte Armstrong Architects

New York, NY: Cornell University Press, 1990. Pp. 140. \$14.95. ISBN 0 8014 2740 0.

J. A. Nijhuis et al. / *Journal of Macroeconomics* 25 (2003) 611–634

Leslie Armstrong Alva

REFLECTED
CEILING PLAN

DEC 2009

1996 - 1997

CCAFE 0901

**Law Offices of Dakoyannis & Sherring, LLC
355 Providence Highway, Suite 200
Westwood, MA 02090
(781) 493-6999**

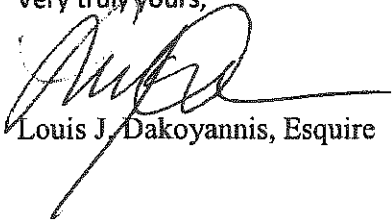
June 30, 2017

Re: TRIANTOS THOMAS, TRUSTEE of THE GREAT PLAIN AVENUE REALTY TRUST lease to HENRY HOSPITALITY, INC., regarding the premises known and numbered as 1027 Great Plain Avenue, Needham, Massachusetts ("Premises")

To whom it may concern:

Please be advised that the undersigned is counsel to THE GREAT PLAIN AVENUE REALTY TRUST, in connection with the proposed lease to HENRY HOSPITALITY, INC.. The parties have reached an agreement in principle regarding a lease of the premises, and have negotiated a lease in connection therewith in substantially the form attached hereto, with minor revisions remaining.

Very truly yours,



Louis J. Dakoyannis, Esquire

COMMERCIAL LEASE AGREEMENT

1. PARTIES. TRIANTOS THOMAS, TRUSTEE of THE GREAT PLAIN AVENUE REALTY TRUST of 198 Curve Street, Dedham, Massachusetts 02026 hereinafter called "LESSOR," which expression shall include their heirs, successors, and assigns where the context so permits, so does hereby lease to **HENRY HOSPITALITY, INC., a Massachusetts corporation** with a mailing address of 18 Cliftondale Street, #2, Roslindale, MA 02131 hereinafter called "LESSEE," which expression shall include their successors, executors, administrators, and assigns where the context so admits, hereby leases, the following described premises:

2. PREMISES. A portion of the premises known and numbered as 1027 Great Plain Avenue, Needham, Massachusetts at the street level.

3. TERM. The term of this lease shall be for a period of three (3) years, commencing on July 1, 2017 ("Commencement Date") and ending on June 30, 2020 ("Expiration Date"). If LESSOR fails to deliver possession of the Premises at the Commencement Date, the LESSOR shall not be liable for any damages caused thereby, nor shall this lease be void or voidable, but the Commencement Date shall be extended and no rent shall be due until LESSOR delivers possession. Provided, however, that notwithstanding the fact that the Commencement Date has been so extended, the Expiration Date shall remain the same and all the other terms and conditions of this Lease, including, without limitation, all dates and time periods contained herein, shall also remain as stated herein. If this Lease is extended or renewed, all references to "term" herein shall refer to the extension or renewal term unless specifically designated otherwise.

4. RENT. LESSEE shall pay to LESSOR rent ("Rent" or "Base Rent") at the rates set forth below, payable in advance in monthly installments, due and payable on the first of each month, as set forth below:

<u>Period</u>	<u>Monthly Rent</u>
July 1, 2017 – June 30, 2018	\$2,800.00
July 1, 2018 – June 30, 2019	\$2,800.00
July 1, 2019 – June 30, 2020	\$2,800.00

Any payment of rent or any other monetary sum due hereunder from LESSEE to LESSOR which is up to fifteen (15) days late shall be subject to a late charge of five percent (5%) of such late payment, and any payment of rent or any other monetary sum due hereunder from LESSEE to LESSOR which is sixteen (16) or more days late shall be subject to a late charge of ten percent (10%) of such late payment.

Upon the execution of this lease, LESSEE shall pay to LESSOR \$2,800.00 for first month's rent.

5. UTILITIES. LESSEE shall pay for all of LESSEE'S utilities, including but not limited to water and sewer, heat, hot and cold water, air conditioning, electricity, telephone, oil, and gas. LESSEE shall be responsible for the maintenance, repair and replacement of all existing

mechanical systems serving the Premises, including but not limited to the electrical system, plumbing system, heating system, hot water heater, and air conditioning unit.

LESSOR shall have no obligation to provide utilities or equipment. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be LESSEE'S sole obligation, provided that such installation shall be subject to the written consent of LESSOR.

6. USE OF LEASED PREMISES. LESSEE shall use the Premises only for the purpose of operating a restaurant business. LESSEE shall file a Business Certificate for the restaurant business with the Town of Needham indicating that they are doing business in the trade name of the Restaurant Business. Any violation of this paragraph not cured within 30 days of notice thereof shall be an immediate breach of this lease for which LESSOR can terminate the lease as provided in paragraph 17.

7. COMPLIANCE WITH LAWS. LESSEE acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the Premises are situated, or which tend to degrade the economic status of the building. LESSEE is responsible for obtaining all permits and licenses required to operate its business for the purposes set forth herein. Additionally, LESSEE shall comply with all applicable federal, state, local, laws, rules, regulations or ordinances relative to environmental issues and hazardous waste.

8. FIRE INSURANCE. LESSEE shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. LESSEE shall on demand reimburse LESSOR, and all other tenants, all extra insurance premiums caused by LESSEE'S use of the Premises.

9. MAINTENANCE.

A. LESSEE'S OBLIGATIONS. LESSEE agrees to maintain the Premises in good condition, damage, by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Premises are now in good order and the glass whole. LESSEE shall not permit the Premises to be overloaded, damaged, stripped, defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the Premises, which consent shall not be unreasonably withheld. LESSEE shall be responsible for the maintenance, repair, and replacement of all mechanical and utility systems (and all fixtures forming a part thereof) which service the leased premises, or any part thereof, including without limitation the electrical, plumbing, heating, air condition, ventilation and other mechanical installations serving the Premises. LESSEE shall be responsible for the removal of snow from the areas and walkways in the front of the premises.

LESSEE shall be responsible for its own trash removal. LESSEE agrees that all areas around the exterior of the building will be kept clean, neat and odor-free, with special attention to be paid to the garbage collection area.

LESSEE shall keep the Premises clean and orderly and free from insects and rodents. In addition, if and when the Premises are inspected by local or state health department inspectors, LESSEE agrees to furnish to LESSOR copies of all inspection reports and citations.

LESSEE shall be responsible (if required by the Town of Needham or Commonwealth of Massachusetts) to install automatic sprinklers.

LESSEE shall be responsible (if required by the Town of Needham or Commonwealth of Massachusetts) to make the Premises compliant with the Americans with Disabilities Act.

B. LESSOR'S OBLIGATIONS. LESSOR agrees to maintain the structure of the building of which the Premises are a part in the same condition as it is on the Commencement Date or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the conduct of LESSEE or those for whose conduct the LESSEE is legally responsible.

10. ALTERATIONS – ADDITIONS. LESSEE shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided LESSOR consents thereto in writing. All such allowed alterations shall be at LESSEE'S expense and shall be made in a good workmanlike quality. All work performed on the Premises shall be done by licensed, insured contractors and shall be done during normal business hours (between 7 a.m. and 9 p.m.). LESSEE shall not permit any mechanics' liens or similar liens to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE, and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by LESSEE shall become the property of LESSOR at the termination of occupancy as provided herein. In addition, any increase in real estate tax, resulting from any of the LESSEE'S alterations or improvements, shall be paid by LESSEE.

11. ASSIGNMENT – SUBLEASING. LESSEE shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this lease without LESSOR'S prior written consent, which consent shall be in LESSOR'S sole and absolute discretion.

In the event the LESSEE desires to Transfer this lease to a proposed new LESSEE to whom LESSOR consents pursuant to the foregoing paragraph, LESSOR shall have the option of either:

- (a) allowing LESSEE to transfer this lease, in which case LESSEE shall remain primarily liable upon all the terms, conditions and covenants hereof, will bind any Transferee to the terms and provisions of this lease and will pay to LESSOR the amount by which the sum of rent due to taxes, and all other money or consideration it received from a Transferee

exceeds the sum of all monetary obligations which LESSEE owes to LESSOR for the period of such Transfer; or

- (b) terminating this lease and relieving LESSEE of all its future obligations hereunder. In the event that LESSOR decides to terminate this lease, it shall be free to enter into a new lease with the proposed new tenant or anyone else on whatever terms and conditions it chooses.

Consent by LESSOR, whether express or implied, to any Transfer shall not constitute a waiver of LESSOR'S right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of LESSOR'S right to terminate this lease upon any subsequent Transfer.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation:

- (a) any transfer of LESSEE'S interest in the lease by operation of law, the merger or consolidation of LESSEE with or into any other firm or corporation; or (b) the transfer or sale of a controlling interest in LESSEE whether by sale of its capital stock or otherwise.

LESSEE shall pay all reasonable attorney's fees and expenses that the LESSOR incurs as a result of LESSEE's request to assign this Lease.

12. SUBORDINATION. This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

13. LESSOR'S ACCESS. LESSOR or agents of LESSOR may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the Premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation. Notwithstanding the foregoing, LESSOR or agents of LESSOR shall be allowed access to the Premises 24 hours/day in case of emergency or for routine inspection of sanitation conditions on the Premises.

14. INDEMNIFICATION AND LIABILITY. LESSEE shall indemnify (including attorney's fees) and save LESSOR harmless from all loss and damage occasioned by anything done or permitted to be done on the Premises by LESSEE or anyone except LESSOR or those claiming through LESSOR. The removal of snow and ice from sidewalks bordering upon the Premises shall be LESSEE'S responsibility, and LESSEE shall save LESSOR harmless from all loss and damage resulting from LESSEE'S neglect in not properly removing such snow and ice.

15. LESSEE'S LIABILITY INSURANCE. LESSEE shall maintain with respect to the Premises and the property of which the Premises are a part of comprehensive public liability

insurance in the amount of \$1,000,000.00 with property damage insurance in limits of \$1,000,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring LESSOR as well as LESSEE against injury to persons or damage to property as provided. LESSEE shall deposit with LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

16. FIRE, CAUALTY – EMINENT DOMAIN. Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and LESSEE may elect to terminate this lease if:

(a) LESSOR fails to give written notice within thirty (30) days of its intention to restore Premises, or (b) LESSOR fails to restore the Premises to a condition substantially suitable of their intended use within ninety (90) days of said fire, casualty or taking.

LESSOR reserves, and LESSEE grants to LESSOR, all rights which LESSEE may have for damages or injury to the Premises for any taking by eminent domain, except for damage to LESSEE'S fixtures, property, or equipment.

17. DEFAULT AND BANKRUPTCY. In the event that:

- (a) LESSEE shall default in the payment of any installment of rent or other sum herein specified; or
- (b) LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within five (5) days after written notice thereof; or
- (c) LESSEE shall be declared bankrupt according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors; or
- (d) LESSEE or any of its employees, agents or subcontractors violates any provision of paragraph 6 hereof;

then LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this lease ended, and remove LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The parties agree that LESSEE shall not have any opportunity to cure non-payment of rent pursuant to Mass. General Laws, chapter 186, section 11A.

LESSEE shall indemnify LESSOR against all loss of rent and other payments which LESSOR may incur by reason of such termination during the residue of the term. If LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, LESSOR, without being under any obligation to do so and without thereby

waiving such default, may remedy such default for the account and at the expense of LESSEE. If LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to LESSOR by LESSEE as additional rent.

18. NOTICE. Any notice from LESSOR to LESSEE relating to the Premises or to the occupancy thereof, shall be deemed duly served if left at the Premises addressed to LESSEE, or if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to LESSEE. Any notice from LESSEE to LESSOR relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to LESSOR at such address as LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to LESSOR at 198 Curve Street, Dedham, Massachusetts 02026.

19. SURRENDER. LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, reasonable wear and tear excepted and damage by fire or other casualty excepted. If the lease terminates by acceleration or expiration of time and LESSEE does not surrender the Premises and remove his effects from the Premises, and LESSOR obtains an order of eviction from a court, then LESSOR may enter the Premises for the purpose of removing LESSEE'S goods and effects, without prejudice to any other remedies, and LESSOR may remove and store such goods and effects at LESSEE'S expense, LESSEE hereby granting LESSOR an irrevocable power of attorney to accomplish the same.

20. RELEASES AND WAIVER OF SUBROGATION. LESSOR and LESSEE hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only to the extent permitted by law and only with respect to loss or damage occurring during such time as the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely effect said policies or prejudice the right of the releasor to recover thereunder. LESSOR and LESSEE each agree that it will request its insurance carriers to include in its policies whether or not such policies are required hereunder, such a clause or endorsement. If extra cost shall be charged, each party will advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obliged to do so. In any of LESSEE'S insurance policies with respect to the Premises which do not contain a waiver of subrogation rights, LESSEE shall have LESSOR designated as one of the insured.

21. HOLDOVER. If LESSEE remains on the Premises beyond the expiration date, and, if applicable, any option period, such holding over shall not be deemed to create any tenancy at will, but LESSEE shall be a tenant at sufferance only, at a daily rate equal to one and one half times the rent and other charges for the last year under this lease. However, all other conditions of this lease to be performed by LESSEE shall continue in force.

22. LIABILITY. LESSEE hereby agrees that any judgment, decree, or award obtained against LESSOR which is related to this lease, the Premises or LESSEE'S use or occupancy of the Premises or the building, whether at law or in equity, shall be satisfied out of LESSOR'S equity in the land and building, and further agrees to look only to such assets and to no other assets of LESSOR for satisfaction. LESSOR'S liability for maintenance and repair shall always be limited to the cost of making such repair or accomplishing such maintenance or repair. In no even shall LESSOR be liable for consequential or any indirect damages.

23. NON-WAIVER PROVISION. No acceptance by LESSOR of a lesser sum than the rent, additional rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any charge be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such installment or pursue any other remedy provided in this lease.

24. NO OFFER TO LEASE. The submission of this document for examination and negotiation does not constitute an offer to lease, or reservation of, or option for, the Premises. This document shall become effective and binding only upon the execution and delivery hereof by LESSOR and by LESSEE, and until such execution and deliver, LESSOR shall not in any way be bound to enter into a lease with LESSEE for the Premises.

25. PARTIAL INVALIDITY. The invalidity of one or more phrases, sentences, clauses or articles shall not affect the remaining portions of this lease, and if any part of this lease should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, this lease shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted.

26. NO RECORDING. This lease shall not be recorded.

27. ADDITIONAL RENT. The LESSEE understands and agrees that this is a triple net lease ("NNN"). In addition to the Base Rent, LESSEE hereby agrees to make payments to the LESSOR for LESSEE's proportionate share (which is twenty (20%) percent), of the real estate taxes assessed on the LESSOR'S building/property, for the insurance that the LESSOR maintains for the building/property, and for all maintenance, common area expenses, and common utility expenses. The additional rent payments shall be due within thirty (30) days from the date LESSOR requests payment from the LESSEE. At LESSOR's option, LESSOR may request that the LESSEE pay the additional rent on a monthly basis along with the base rent.

28. INDEPENDENT COVENANTS. The covenants contained in the lease agreement are independent of each other. (a) The Lessee's payment and other obligations under this Lease are

independent of the Lessor's lease obligations and (b) the Lessor will not be in default under the lease, and the Lessee may not exercise any rights or remedies against the Lessor under the lease, unless and until the Lessor has been notified in writing that a breach or default exists under the lease and the Lessor has failed to cure such breach or default within a reasonable period of time.

29. FIRST OPTION TO EXTEND. Provided that the Lessee is not in default of any of the provisions of this lease, it is hereby agreed that the Lessee shall have the option to extend the lease term for one additional term of five (5) years on the same terms and conditions as the Initial Term with the exception of the base rent. The monthly base rent for the extended period shall be as follows:

<u>Period</u>	<u>Monthly Rent</u>
July 1, 2020 – June 30, 2021	\$3,000.00
July 1, 2021 – June 30, 2022	\$3,000.00
July 1, 2022 – June 30, 2023	\$3,000.00
July 1, 2023 – June 30, 2024	\$3,000.00
July 1, 2024 – June 30, 2025	\$3,000.00

Notice to renew shall be given in writing no later than six (6) months prior, but no earlier than nine (9) months prior to expiration of the initial term that Lessee is exercising its option to renew under the terms agreed herein."

30. SECOND OPTION TO EXTEND. Provided that the Lessee is not in default of any of the provisions of this lease, it is hereby agreed that the Lessee shall have the option to extend the first extend lease term for one additional term of five (5) years on the same terms and conditions as the First Extended Term with the exception of the base rent. The monthly base rent for the Second Extended Term shall be at fair market value as reasonable determined by the Lessor, but in no event shall the monthly base rent for the first 12 months of the Second Extend Term be less than \$3,400.00 per month. Notice to renew shall be given in writing no later than six (6) months prior, but no earlier than nine (9) months prior to expiration of the initial term that Lessee is exercising its option to renew under the terms agreed herein."

31. ADDITIONAL PROVISIONS. See the below Personal Guaranty of Stuart Henry which is incorporated herein and made a part of this Agreement.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ____ day of _____, 2017.

LESSOR: The Great Plain Avenue Realty Trust
By:

Triantos Thomas, Trustee

LESSEE: Henry Hospitality, Inc.
By:

Stuart Henry
President, Treasurer, Secretary and Director

PERSONAL GUARANTY OF LEASE AGREEMENT

In consideration of the execution of the within lease by the Lessor at the request of the undersigned and of one dollar paid to the undersigned by the Lessor, the undersigned hereby jointly and severally guarantee(s) to the Lessor, and the heirs, successors, and assigns of the Lessor, the punctual performance by the Lessee and the legal representatives, successors and assigns of the Lessee of all the terms, conditions, covenants, obligations, and agreements in said lease on the Lessee's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waives all surety-ship forbearances, which may be granted from time to time to the Lessee.

DATED: _____, 2017

Stuart Henry

Address: _____

SS# _____



Office of the
BOARD OF SELECTMEN

TOWN OF NEEDHAM

TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

TEL: (781) 455-7500
FAX: (781) 449-4569
TDD: (781) 455-7558

LEGAL NOTICE

TOWN OF NEEDHAM

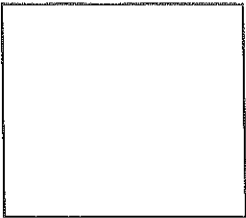
Application for a Transfer of an All Alcoholic Liquor License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that Henry Hospitality Inc. d/b/a The James, Stuart Henry, Manager has applied for the transfer of a license to sell alcoholic beverages of the following kind: All Alcoholic beverages as a Restaurant at 1027 Great Plain Avenue, Needham. The premise has 1,500 sq. ft., all on one floor, with a seating capacity for 65 patrons. The space also includes kitchen facilities and two restrooms. There is one entrance at the front of the building, a rear entrance and an additional exit through kitchen.

IT IS ORDERED that a public hearing be held for said application at the office of the Board of Selectmen acting as the Needham Licensing Authority located in the Town Hall, 1471 Highland Avenue on the 15th day of August 2017 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham

Needham Times 7-27-17

**TOWN OF NEEDHAM**For Calendar Year: 2017**APPLICATION/ RENEWAL FOR A COMMON VICTUALLER LICENSE**

The undersigned hereby applies for a Common Victualler License in accordance with the provisions of the Statutes relating thereto:

Name of Corporation: Henry Hospitality INCName of Establishment (d/b/a): The JamesIf business is a Corporation / Corporate Name and Officers: Stuart Henry , Cormac Dowling

If business is not a Corporation, Name of Owner: _____

Email Address: stuhenry@hotmail.comAddress of Establishment: 1027 Great Plain Avenue, Deedham, Ma, 02492Contact Person (name who will receive notices under this license): Stuart Henry

Mailing Address (of contact person), if different from Establishment: _____

Establishment's Days of Operation: Seven daysEstablishment's Hours of Operation: 3pm to 11 pm Weekdays. 11am to 11pm Saturday and SundayManager: Stuart Henry # of Staff: 15 # of Seats: 67Telephone Number: 8578917928 Fax Number: _____Signature of Owner: _____ Date: 08/09/2018*(If corporation, signature of a duly authorized agent of the corporation)*

A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application.

If you currently hold an alcoholic beverages license, you must provide a copy of a certificate of liquor liability insurance in the minimum amount of \$100,000/person/\$1,000,000 aggregate for personal injury and \$100,000 per occurrence for property damage before your alcoholic beverages license will be renewed.

Pursuant to MGL Ch. 62C, Sec. 49A:

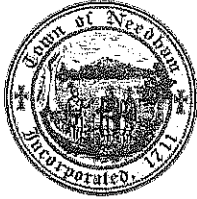
I certify under the penalties of perjury that I, to my best knowledge and belief, have read and am in compliance with the contents of M.G.L. Chapter 62C, Section 49A (on reverse side of this application).

Signature of Applicant (Mandatory)

By Corporate Officer (if applicable)

Either a Social Security Number or Federal ID
Number must be Supplied08/09/2018
Date (required)

This License will not be issued unless this certification clause is signed by the applicant.



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Approve 5 year Cable Television Renewal License Agreement with Verizon
Presenter(s)	Michael Greis, Cable Television Advisory Committee Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Cable Television Advisory Committee will recommend that the Needham Board of Selectmen, as the Issuing Authority for the Town enter into a 5 year cable television Renewal License with Verizon New England for the period of August 15, 2017 through August 14, 2022.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Suggested Motion: That the Board vote to support the recommendation of the Cable Television Advisory Committee for a five (5) year cable television Renewal License agreement with Verizon New England effective August 15, 2017 through August 14, 2022.	
3.	BACK UP INFORMATION ATTACHED
a) Cable Television Renewal License Agreement	

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

**THE BOARD OF SELECTMEN
TOWN OF NEEDHAM,
MASSACHUSETTS**

AUGUST 15, 2017

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EXHIBITS

EXHIBIT A -- PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT B -- CAPITAL FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT C -- OPERATING FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT D -- PERFORMANCE BOND

THIS CABLE TELEVISION RENEWAL LICENSE (this "Renewal License") is entered into by and between the Board of Selectmen of the Town of Needham (the "Town"), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the "Licensee").

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Issuing Authority granted to Licensee effective as of December 5, 2006, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of ten (10) years (the "Final License");

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to applicable federal and State law(s), the Issuing Authority transmitted its Request-for-Proposal ("RFP") to Licensee on November 4, 2016, for response by Licensee;

WHEREAS, pursuant to applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town, said proposal dated December 1, 2016;

WHEREAS, the Issuing Authority and the Licensee agreed to and signed an Amendment extending the Final License term; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town;

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a Renewal License to the Licensee, the Licensee's promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Renewal License. For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of Needham and/or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority and in accordance with the terms of this Renewal License.

1.2. *Access Corporation*: The entity, designated by the Issuing Authority of the Town of Needham, that is responsible for operating and managing the use of PEG Access Channels, facilities, funding and programming for the Town.

1.3. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.4. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

1.5. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.6. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.7. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications

Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.9. *CMR*: The Code of Massachusetts Regulations.

1.10. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.11. *Communications Act*: The Communications Act of 1934, as amended.

1.12. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.13. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.14. *Educational Access Channel*: An Access Channel available for the use of local educational institutions in the Town, as well as the Access Corporation.

1.15. *Effective Date*: The Effective Date of this Renewal License, being August 15, 2017.

1.16. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.17. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.18. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Renewal License.

1.19. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its designee to present non-commercial governmental programming.

1.20. *Gross Revenues:* All revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on the Licensee by this Renewal License and applicable law that are passed through and paid by Subscribers ("fee-on-fee") in accordance with applicable law. For the avoidance of doubt, Gross Revenue shall include the amount of Licensee's gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Gross Revenues based on bundled services shall be calculated in accordance with Section 5.2.3 below. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include:

1.20.1. Revenues received by any of Licensee's Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

1.20.2. Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.20.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee's provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barter, services or other items of value instead of cash revenue then such items shall be included in Gross Revenue;

1.20.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.20.5. Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

1.20.7. Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.20.8. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System; and

1.20.9. Any fees or charges collected from Subscribers for the PEG Access Capital Funding (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.21. *High-Definition (HD) PEG Access Channel*: A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p.

1.22. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.23. *Issuing Authority*: The Board of Selectmen of the Town of Needham, Massachusetts.

1.24. *Leased Access Channel*: A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.25. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 622(g) of the Communications Act and Section 9 of M.G.L. Chapter 166A.

1.26. *Licensee*: Verizon New England, Inc., and its lawful and permitted successors, assigns and transferees.

1.27. *M.G.L. Chapter 166A*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.28. *Non-Cable Services*: Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services (which includes, but is not limited to, Internet Access Service) and Telecommunications Services.

1.29. *Normal Business Hours:* Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.30. *Normal Operating Conditions:* Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

1.31. *PEG:* Public, educational, and governmental.

1.32. *PEG Access Capital Funding:* Funding to be provided by the Licensee to the Town for cable-related purposes, as set forth in Section 5.2.1 of this Final License.

1.33. *PEG Access Channel:* An Access Channel made available to the Town and/or the Access Corporation for PEG Access Programming pursuant to the terms of this Renewal License.

1.34. *PEG Access Programming:* Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this Renewal License, and applicable laws.

1.35. *Person:* Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.36. *Prime Rate:* The prime rate of interest as published in the Wall Street Journal.

1.37. *Public Access Channel:* An Access Channel made available by the Licensee for the use by the residents in the Town and/or the Access Corporation.

1.38. *Public Rights-of-Way:* The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

1.39. *Renewal License:* The non-exclusive Cable Television Renewal License to be granted to the Licensee, as provided herein.

1.40. *Respond:* The Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

1.41. *Service Area:* The entire existing territorial limits of the Town.

1.42. *Service Call*: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

1.43. *Service Interruption*: The loss of picture or sound on one or more Channels.

1.44. *Significant Outage*: Any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

1.45. *Standard Definition (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.46. *Standard Installation*: Residential installations where the Subscriber is within one hundred twenty five (125) feet of the Licensee's Cable System, as described in Section 3.1.2 below.

1.47. *State*: The Commonwealth of Massachusetts.

1.48. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee's express permission.

1.49. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.50. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.51. *Title II*: Title II of the Communications Act.

1.52. *Title VI*: Title VI of the Communications Act.

1.53. *Town*: The Town of Needham, Massachusetts.

1.54. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.55. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming to multiple Subscribers within the territorial boundaries of the Town.

2. GRANT OF RENEWAL LICENSE AUTHORITY

2.1. *Grant of Authority:* Subject to the terms and conditions of this Renewal License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This Renewal License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this Renewal License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied.

2.3. *Term:* The term of this Renewal License shall be for a period of five (5) years, commencing on August 15, 2017 (the "Effective Date"), and shall expire at midnight on August 14, 2022, unless sooner revoked or terminated as provided herein.

2.4. *Modification:* If the Issuing Authority, after the Effective Date of this Renewal License, grants any written franchise, agreement, or license, or grants any other written and lawful authorization, to a VSP to provide Video Programming to residents of the Town in the Service Area only using any portion of the Public Rights-of-Way that the Licensee believes

is on terms more favorable or less burdensome, taken on the whole, than the terms in this Renewal License, the Issuing Authority and Licensee agree as follows:

Upon Licensee's written notice to the Issuing Authority, Licensee and the Issuing Authority shall, within thirty (30) days of the Issuing Authority's receipt of such notice from the Licensee, commence good faith negotiations to discuss whether such additional written franchise, agreement, or license, or other written and lawful authorization is on terms more favorable or less burdensome, taken on the whole, than the terms in this Renewal License. If, after such discussions, the Licensee continues to believe that such additional written franchise, agreement, or license, or other written and lawful authorization is on terms more favorable or less burdensome, taken on the whole, than the terms in this Renewal License, the Issuing Authority and the Licensee shall commence good faith negotiations to lawfully amend this Renewal License to ensure that this Renewal License is not on terms less favorable or more burdensome, taken on the whole, than the terms in any such written franchise, agreement, license or other written authorization granted to a VSP. If, after such good faith negotiations, the Issuing Authority and Licensee cannot reach agreement on possible amendment(s) to this Renewal License based on the criteria above, then, either party may submit this matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.5. *Grant Not Exclusive:* This Renewal License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Renewal License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.6. *Renewal License Subject to Applicable Federal and State Law:* Subject to Section 2.7 below, this Renewal License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.7. *Change of Laws:* If, subsequent to the Effective Date, there is a change in federal or State law that eliminates the authority of local governments to require and/or grant cable television licenses and/or franchises for the provision of Cable Service, then to the extent permitted by law this Renewal License shall survive such legislation and remain in effect for the term of this Renewal License.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this Renewal License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this Renewal License or applicable law, or to require performance under this Renewal License, shall not be deemed to constitute a waiver of such right or of performance of this Renewal License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Renewal License:*

2.9.1. The provisions of this Renewal License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers:* Nothing in this Renewal License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this Renewal License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this Renewal License.

2.11. *Transfer of the Renewal License:*

2.11.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.11.2 below, the Licensee shall not transfer this Renewal License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.11.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this Renewal License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this Renewal License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions

are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.11.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this Renewal License, and any other criteria allowable under applicable law and/or regulation.

2.11.4. The consent or approval of the Issuing Authority to a transfer of this Renewal License shall not constitute a waiver or release of the rights of the Town under this Renewal License.

2.11.5. In the event that this Renewal License is transferred, the transferee shall be subject to all of the terms and conditions contained in this Renewal License.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the Town's issuance of all necessary permits requested by the Licensee, the Licensee shall continue to offer Cable Service to all residential households in the Town, except: (A) for periods of Force Majeure; (B) for periods of delay resulting from the Licensee's inability to obtain authority from the Town to access Public Rights-of-Way in the Service Area; (C) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (D) in developments or buildings that the Licensee cannot access under reasonable terms and conditions after good faith negotiations, as determined in good faith by the Licensee; and (E) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within one hundred twenty five (125) feet of the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* If requested by the Town pursuant to written notice, the Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses

is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* The Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The Cable System shall be operated with an initial digital carrier passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code and the National Electrical Safety Code.

4.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels, Interconnection and Cablecasting:*

5.1.1. The Licensee shall make available to the Issuing Authority and/or the Access Corporation capacity for continuation of three (3) SD PEG Access Channels on its Basic Service Tier and provision of one (1) HD PEG Access Channel. Such HD PEG Access Channel shall not be available before March 1, 2018; provided, however, that the Issuing Authority shall send a written request for the provision and activation of such HD PEG Access Channel to the Licensee at least one hundred and eighty (180) days before the Licensee's activation of such channel. The Licensee may, after providing prior notice to the Issuing Authority, Subscribers, and the Access Corporation, reposition all of the SD and HD PEG Access Channels on its Cable System at the time of such activation. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a

resolution of 720p. The HD PEG Access Channel may not be available at all times during the term of this Renewal License on Licensee's Basic Service Tier and that, in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.2. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the Access Corporation. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion; provided, however, that the Licensee shall provide the Town with ninety (90) days notice prior to any such change of the PEG Access Channel assignments. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the Access Corporation, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Issuing Authority and/or the Access Corporation determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.1.3. *Interconnection:* The Licensee shall continue to connect to equipment owned by the Town and/or the Access Corporation located at 257 Chestnut Street, Needham, Massachusetts 02492.

5.1.3.1. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's and/or Access Corporation's PEG Access equipment shall be at the output of the Town's and/or Access Corporation's signal processing equipment located at 257 Chestnut Street, Needham, Massachusetts 02492. The Town and/or the Access Corporation shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point. The Town and/or the Access Corporation shall be solely responsible for ensuring all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format for the SD PEG Access Channels made available pursuant to Section 5.1.1 supra and in HD-SDI format with a resolution of 720p for the HD PEG Access Channel made available under Section 5.1.1 supra, with either mono or stereo audio signals. The Licensee shall not be obligated to provide the Town or the Access Corporation with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's or Access Corporation's side of the demarcation point. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.1.3.2. The Licensee may charge the Issuing Authority for costs associated with any of the following:

(i) an upgrade by Licensee of equipment on its side of the demarcation point where the need for such upgrade is initiated solely by the Issuing Authority or the Access Provider in writing only;

(ii) a physical relocation by Licensee of a connection on Licensee's side of the demarcation point where the need for such relocation is initiated solely by the Issuing Authority or the Access Corporation in writing only;

(iii) a physical re-installation and/or replacement by Licensee of a connection on Licensee's side of the demarcation point where the need for such re-installation and/or replacement is initiated solely by the Issuing Authority or the Access Corporation in writing only; or

(iv) a physical installation by Licensee of a new connection on its side of the demarcation point if initiated solely by the Issuing Authority or the Access Corporation in writing only.

The Issuing Authority's responsibility for the above costs is subject to the Licensee's prior disclosure of all such costs in writing and the Issuing Authority's express written consent to such costs.

5.2. *PEG Access Capital Funding and PEG Access Support:*

5.2.1. *PEG Access Capital Funding:*

(A) The Licensee shall provide the following two (2) separate funding sources to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority in writing, for PEG Access Capital Funding purposes:

(1) The Licensee shall provide a total of thirty-one thousand two hundred dollars (\$31,200.00). The Licensee shall provide such funding on an annual basis, no later than July 1st of each year of this Renewal License, as follows: the amount of six thousand two hundred and fifty dollars (\$6,250.00) for each year, provided, however, that the first year's payment shall be made within thirty (30) days of the Effective Date; and

(2) The Licensee shall provide the amount of 0.1% of the Licensee's Gross Revenues as defined in section 1.20 supra, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority in writing, on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(I) The first 0.1% PEG Access Capital Funding payment under this Renewal License shall be made on or before November 15, 2017, for the previous period from the Effective Date through September 30, 2017.

(II) Subsequent 0.1% payments under this Renewal License shall be made on the dates in paragraph 5.2.1(A)(2) above.

(III) The Licensee shall file with each of said 0.1% quarterly payments a completed Gross Revenues Reporting Form, substantially in the form as Exhibit B. If the Licensee's quarterly payments to the Issuing Authority were less than 0.1% of the Licensee's Gross Revenues for the applicable reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment date subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Revenues as defined in section 1.20 supra.

(IV) In no case shall said 0.1% payments include the PEG Access Support required by section 5.2.2 below.

(B) In no case shall the PEG Access Capital Funding payments be counted against (i) any license fee payment, required by section 6.1 below; and/or (ii) any other fees or payments required by applicable laws.

(C) The Town and/or Access Corporation shall own all equipment purchased with funding pursuant to this section 5.2.1, and the Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Access Capital Funding.

5.2.2. PEG Access Operational Support: The Licensee shall provide funding to the Town and/or the Access Corporation, as directed to the Licensee by the Issuing Authority in writing, to be used to support ongoing operations of PEG Access Programming (the "PEG Access Support"). Such funding shall be used by the Issuing Authority and/or the Access Corporation for personnel, operating and other related expenses incurred in connection with PEG Access Programming operations. Subject to Section 6.2 below, the PEG Access Support provided by the Licensee hereunder shall be five (5%) percent of the Licensee's annual Gross Revenues and shall be paid in accordance with Section 5.2.3 below, provided, however, that if the renewal license of the incumbent cable operator (or its successor or assign) in the Town, provides for the incumbent to pay a lower percentage during such time period, then the percentage of the Licensee's PEG Access Support payments shall be reduced to match such lower percentage over that same time period.

5.2.3. Payments: The PEG Access Support payments, pursuant to Section 5.2.2 above, shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenues reporting form substantially in the form of **Exhibit C**. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, or shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of this Section 5.2.3, the period for determining Gross Revenues shall be the preceding calendar quarter. The Licensee represents that, in accordance with the terms of its Final License with the Issuing Authority dated December 5, 2006, when the Licensee bundled Cable Service with Non-Cable Service, the calculation of

Gross Revenues (for purposes of calculating PEG Access Support payments to the Issuing Authority) was based on the cost of Cable Services as billed to Subscribers. The Licensee and the Issuing Authority agree to the continuation of this calculation methodology under this Renewal License. The parties agree that tariffed Telecommunications Services that cannot be discounted under federal law or regulation are excluded from the bundled discount allocation in this Section.

5.2.4. *Recovery of Costs:* To the extent permitted by applicable federal law, the Licensee shall be allowed to recover the costs of the PEG Access Capital Funding, the PEG Access Support and any other costs, including interconnection costs (in accordance with applicable laws and/or regulations), arising from the provision of PEG Access services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

5.2.5. *Late Payments:* In the event that any of the PEG Access Capital Funding (Section 5.2.1), the PEG Access Support (Section 5.2.2) and/or the License Fee payments (Section 6.1 below) is or are not paid on or before the due date set forth in this Renewal License for such payments, then interest shall accrue from the due date until the date paid at the rate of two percent (2%) per annum above the Prime Rate, compounded annually.

5.3. *PEG Access Channel Maintenance/Technical Standards/Performance Tests:* The Licensee shall monitor the PEG Access Channel(s) for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/or the Access Corporation. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.4. *Censorship:* The Licensee, the Issuing Authority and the Access Corporation shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

5.5. *PEG Operational Rules.* The Issuing Authority and/or the Access Corporation shall establish rules and regulations that require all local producers and users of any of the PEG Access facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The Access Corporation shall establish rules and regulations for use of PEG Access facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this Renewal License.

6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to fifty cents (\$.50) per Subscriber per year.

6.2. *Maximum License Fee Obligation:* The Licensee shall not be liable for an annual License Fee commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its annual Gross Revenues; provided that such five percent (5%) shall include (i) the License Fee payable to the Town (Section 6.1), (ii) the License Fee payable to the Commonwealth of Massachusetts pursuant to Section 9 of M.G.L. Chapter 166A, and (iii) the PEG Access Support (Section 5.2.2); provided, however, that such five percent (5%) cap shall not include (A) the PEG Access Capital Funding (Section 5.2.1), (B) PEG Access interconnection costs (Section 5.1.3), (C) any interest due herein to the Town and/or the Access Corporation because of late payments (Section 5.2.5), (D) any liquidated damages (Section 11.6), and (E) any other exclusions to the term "franchise fee" pursuant to Section 622(g)(2) of the Communications Act.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this Renewal License.

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this Renewal License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Recomputation:*

6.5.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.2.5 above and/or pursuant to this Section 6.5. All amounts shall be subject to audit and recomputation by the Issuing Authority pursuant to this Section 6.5.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this Final License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4 above. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.2.5 above. Further, in the event that the Licensee owes an additional fee of more than five percent (5%), then the Licensee shall be required to reimburse the Issuing Authority's reasonable, documented, third-party audit expenses in an amount not to exceed ten thousand dollars (\$10,000); provided that the Licensee shall have no such

reimbursement obligation in the event that the Issuing Authority compensates the auditor on a success-based formula (e.g., payment based on a percentage of underpayment, if any).

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

6.7. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments herein.

6.8. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

7. CUSTOMER SERVICE

The customer service standards in this Article 7 shall apply to the Licensee regarding its provision of Cable Services over the Cable System in the Town, and shall be binding unless amended by written consent of the parties.

7.1. *Customer Service Office; Equipment Pick-Up.* The Licensee shall have a location reasonably convenient to the Town that will be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee shall provide for one or more of the following methods: (i) having Licensee's representative(s) visit the Subscriber's premises to pick-up or exchange Subscriber equipment, (ii) using a mailer, or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment.

7.2. *Telephone Availability:*

7.2.1. The Licensee shall maintain a local and a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. The Licensee's representatives shall be trained and qualified to answer questions related to Cable Service in the Town and shall be available to receive reports of Service Interruptions and Significant Outages twenty-four (24) hours a day, seven (7) days a week, and all other inquiries at least forty-five (45) hours per week. The Licensee representatives shall identify themselves by name when answering this number.

The Licensee reserves the right to modify its business operations with respect to such customer service call center; provided, however, that Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer call center. If Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain an Automated Response Unit ("ARU") or Voice Response Unit ("VRU") for Subscriber inquiries, outage reporting, Complaints, and the

provision of information regarding billing, technical support, and other Subscriber information, including self-help options. The ARU or VRU shall offer the Subscriber the opportunity to schedule a callback on the next business day.

7.2.2. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Town, beginning with the next publication cycle after the Effective Date.

7.2.3. The Licensee may use an ARU or a VRU to distribute telephone calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

7.2.4. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2.5. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal less than three percent (3%) of the time during any calendar quarter.

7.2.6. Upon written request from the Issuing Authority, but in no event more than once a quarter, thirty (30) days following the end of each quarter, the Licensee shall report to the Issuing Authority in writing the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Section 7.2.4.

(2) Percentage of time customers received busy signal when calling the customer service center as set forth in Section 7.2.5.

Subject to applicable consumer privacy requirements, underlying information used to generate said reports will be made available to the Town for review upon reasonable request.

7.2.7. At the Licensee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change at least thirty (30) days in advance of any implementation.

7.3. Installations and Service Appointments:

7.3.1. All installations shall be in accordance with applicable FCC rules relating to grounding, connection of equipment, and the provision of required consumer information and literature to adequately inform the Subscriber about using the Licensee-supplied equipment and Cable Service.

7.3.2. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises. The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

7.3.3. The Licensee shall provide the Issuing Authority with a report, upon written request from the Issuing Authority but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. At the Licensee's option, the measurements and reporting of the above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change not less than thirty (30) days in advance.

7.3.4. The Licensee shall offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, generally beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee's discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

7.4. Service Interruptions and Outages:

7.4.1. The Licensee shall promptly notify the Issuing Authority in writing of any Significant Outage of the Cable Service.

7.4.2. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

7.4.3. Under Normal Operating Conditions, the Licensee shall Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee shall begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

7.4.4. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time the Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

7.4.5. The Licensee shall meet the standard in Section 7.4.4 for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

7.4.6. The Licensee shall provide the Issuing Authority with a report in writing, upon written request from the Issuing Authority, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section 7.4. Subject to applicable consumer privacy requirements, underlying information used to generate said reports shall be made available to the Issuing Authority for review upon reasonable request. At the Licensee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Issuing Authority in writing of such a change at least thirty (30) days in advance.

7.4.7. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the Basic Service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Licensee provided that such determination is non-discriminatory and in accordance with applicable laws. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

7.4.8. With respect to service issues concerning Cable Services provided to Town facilities, the Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the

Licensee shall notify the Issuing Authority in writing as to the reason(s) for the delay and provide an estimated time of repair.

7.4.9. Licensee may provide all notices identified in this Section electronically or on-screen.

7.5. *Subscriber Complaints:* Under Normal Operating Conditions, the Licensee shall resolve Subscriber Complaints referred by the Issuing Authority within seventy-two (72) hours; provided, however, that the Licensee shall notify the Issuing Authority of those matters that necessitate an excess of seventy-two (72) hours to resolve, which matters shall be resolved within fifteen (15) days of the initial Complaint. The Issuing Authority may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section 7.5, "resolve" means that the Licensee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber's Complaint and advise the Subscriber of the results of that investigation.

7.6. *Billing:*

7.6.1. Subscriber bills shall be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate all Cable Service activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. In accordance with applicable law(s), the Licensee shall be allowed to itemize as separate line items, without limitation, License Fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of Subscriber bills.

7.6.2. In accordance with 207 CMR 10.05(1), Subscriber payment shall be due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five (5) business days following the mailing date of the bill.

7.6.3. A specific due date shall be listed on the bill of every Subscriber.

7.6.4. Any billing disputes registered by a Subscriber shall be resolved in accordance with 207 CMR 10.07.

7.6.5. The Licensee shall notify the Subscriber of the result of its investigation of any Complaint and shall give an explanation for its decision within thirty (30) business days after the receipt of the Complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of the Licensee's investigation shall promptly inquire about and take advantage of any Complaint resolution mechanism, formal or informal, available under this Renewal License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or the Licensee may petition the Cable Division to resolve disputed matters within thirty (30) days of any final action.

7.6.6. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers, to the Issuing Authority upon request.

7.6.7. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. The Licensee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

7.7. *Deposits, Refunds and Credits:*

7.7.1. The Licensee shall comply with 207 CMR 10.08 with respect to security deposits.

7.7.2. Under Normal Operating Conditions, refund checks shall be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

7.7.3. Credits for Cable Service shall be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

7.8. *Rates, Fees and Charges:*

7.8.1. The Licensee shall not, except to the extent permitted by applicable laws, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Licensee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects the Licensee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

7.8.2. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice. The Licensee's imposition of late fees shall comply with 207 CMR 10.05(3).

7.9. *Termination of Service:*

7.9.1. The Licensee shall comply with 207 CMR 10.05 with respect to delinquency and termination of service.

7.9.2. In accordance with applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow

the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

7.10. *Communications with Subscribers:*

7.10.1. The Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

7.10.2. The Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous and professional manner.

7.10.3. The Licensee shall send annual notices to all Subscribers informing them that any Complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

7.10.4. All notices identified in this Section 7.10 shall be by either:

- (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification, if allowed under applicable laws and regulations;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

7.10.5. Pursuant to 207 CMR 10.01(1), the Licensee shall give written notice of its billing practices to potential Subscribers before a subscription agreement is reached. Pursuant to 207 CMR 10.01(3), the Licensee shall provide the Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing a change of one of its billing practices.

7.10.6. Pursuant to 207 CMR 10.02(2), the Licensee shall provide the Cable Division, Issuing Authority and all affected Subscribers with at least thirty (30) days notice prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of Programming services in the Town.

7.10.7. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, and at any time upon request from any Subscriber:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services, including prices for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;
- (3) Installation and maintenance policies;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the Issuing Authority, but with a notice advising the Subscriber to initially contact the Licensee about all Complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Licensee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Licensee's office to which Complaints may be reported.

7.10.8. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

7.10.9. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

7.10.10. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all Cable Services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town at any time during Licensee's regular business hours and on a reasonable and nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Renewal License. Such notice shall specifically reference the section or subsection of this Renewal License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

8.3. *Dual Filings:* Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Annual Performance Review:* The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this Renewal License, including, without limitation, the Licensee's compliance with Section 7.1 above. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.6. *Quality of Service:* If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this Renewal License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

9.1.1.4. Employers' Liability Insurance in the following amounts:
(A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

9.1.1.5. Excess liability or umbrella coverage of five million dollars (\$5,000,000).

9.1.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. The Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Renewal License.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this Renewal License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall

have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Issuing Authority does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of one hundred fifty thousand dollars (\$150,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. The performance bond shall be effective throughout the term of this Renewal License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this Renewal License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this Renewal License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License. Recourse by the Town of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of **Exhibit D** attached hereto.

10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this Renewal License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Town shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this Renewal License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

11.2. *The Licensee's Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee's efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this Renewal License is a possible consequence. At any designated public hearing where revocation of this Renewal License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this Renewal License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this Renewal License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Assess liquidated damages in accordance with the schedule set forth in Section 11.6 below;

11.4.4. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.5. In the case of a substantial noncompliance of a material provision of this Renewal License, seek to revoke this Renewal License in accordance with Section 11.5; or

11.4.6. Invoke any other lawful remedy available to the Town.

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this Renewal License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this Renewal License in lieu of revocation of this Renewal License.

11.6. *Liquidated Damages:* For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority has made a determination of default in accordance with the procedures set forth in Sections 11.1 through 11.4 above. On an annual basis from the Effective Date, the Licensee shall not be liable for liquidated damages that exceed thirty thousand dollars (\$30,000). The liquidated damages shall be assessed as follows:

(1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.11 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues;

(2) For failure to comply with the PEG Access provisions in accordance with the Section 5.1 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues;

(3) For failure to comply with the customer service standards in accordance with Article 7 herein, One Hundred Dollars (\$100.00) per day that any such non-compliance continues;

(4) For failure to submit reports in accordance with this License, Fifty Dollars (\$50.00) per day per report, that each and any said reports are not submitted as required; and

(5) For failure to provide, install, and activate Cable Service to public buildings in accordance with Section 3.2, One Hundred Dollars (\$100) per day for each day that such failure continues.

Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.6 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only. Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Communications Act.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Town or the Licensee that is taken pursuant to the terms of this Renewal License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this Renewal License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance:* This Renewal License shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Renewal License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *Force Majeure*: If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates*: During the term of this Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

12.7. *Warranties*: Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this Renewal License.

12.8. *Delivery of Payments*: Licensee may use electronic funds transfer to make any payments to the Town required under this Agreement.

12.9. *Notices*: Unless otherwise expressly stated herein, notices required under this Renewal License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.9.1. Notices to the Licensee shall be mailed to:

Verizon New England Inc.
125 High Street
Oliver Tower – 7
Boston, MA 02110
Attention: Donna C. Cupelo, Region Vice President

12.9.2. with a copy to:

Verizon Legal
140 West Street, 6th Floor
New York, NY 10007
Attention: Monica Azare, Vice President and Deputy General Counsel

12.9.3. Notices to the Issuing Authority shall be mailed to:

Town of Needham
Town Hall
1471 Highland Avenue
Needham, MA 02492
Attention: Board of Selectmen

12.9.4. with a copy to Town Counsel:

Town Counsel
Town Hall
1471 Highland Avenue
Needham, MA 02492

12.10. *Entire Agreement*: This Renewal License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

12.11. *Captions*: The captions and headings of articles and sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

12.12. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License.

12.13. *Recitals*: The recitals set forth in this Renewal License are incorporated into the body of this Renewal License as if they had been originally set forth herein.

12.14. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License

12.15. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this Renewal License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Renewal License.

12.16. *Interpretation:* The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this Renewal License. In the event that a dispute arises over the meaning or application of any term(s) of this Renewal License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Renewal License.

12.17. *No Third Party Beneficiaries:* The provisions of this Renewal License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS [15th] DAY OF [AUGUST], 2017.

TOWN OF NEEDHAM
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.

Marianne B. Cooley, Chairman

By: _____
Donna C. Cupelo, Region Vice President

Daniel P. Matthews, Vice-Chairman

John A. Bulian, Clerk

Maurice P. Handel

Matthew Borrelli

Approved as to Form:

Law Department

EXHIBITS

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE
SERVICE

EXHIBIT B – CAPITAL FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT C – OPERATING FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT D – PERFORMANCE BOND

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

- (1) Town Hall: 1471 Highland Avenue
- (2) Police Station: 99 School Street
- (3) Fire Station: 88 Chestnut Street
- (4) Fire Station 2: 707 Highland Avenue
- (5) Emergency Management: 60 Dedham Avenue
- (6) Public Works: 470 Dedham Avenue
- (7) Senior Center: 83 Pickering Street
- (8) Rosemary Pool: Rosemary Street at railroad tracks
- (9) Memorial Park: Highland Avenue at Rosemary
- (10) Water Treatment Facility: Charles River Street
- (11) Needham Public Library: 1139 Highland Avenue
- (12) Ridge Hill Reservation: 463 Charles River Street
- (13) PEG Access Studio: 257 Chestnut Street.
- (14) Needham Historical Society: 1147 Central Avenue
- (15) Broadmeadow Elementary: 120 Broadmeadow Road
- (16) Pollard Middle School: 200 Harris Avenue
- (17) Eliot Elementary: 135 Wellesley Avenue
- (18) Needham High School: 609 Webster Street
- (19) Hillside Elementary: 28 Glen Gary Road
- (20) High Rock School: 77 Ferndale Road
- (21) Mitchell Elementary: 187 Brockline Street

- (22) Daley Building: 257 Rear Webster Street
- (23) Newman Elementary: 1155 Central Avenue
- (24) School Administration Building: 1330 Highland Avenue
- (25) St. Josephs School: 90 Pickering Street
- (26) St. Sebastian Country Day School: 1191 Greendale Avenue
- (27) The Walker School: 1968 Central Avenue
- (28) Olin College: 1735 Great Plain Avenue
- (29) Sunita Williams Elementary School: 585 Central Avenue

EXHIBIT B

CAPITAL FUNDING GROSS REVENUES REPORTING FORM

PEG Report 1st Quarter [YEAR]

Town of Needham

Verizon – Fba

MA

PEG Access Capital

Funding Rate: 0.1%

	MONTH	MONTH	MONTH	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Access Capital Funding Before Adjustment				
Adjustment				
PEG Access Capital Funding				

EXHIBIT C

GROSS REVENUES REPORTING FORM

PEG Report 1st Quarter [YEAR]

Town of Needham

Verizon – Fba

MA

PEG Fee Rate: 5%

	MONTH	MONTH	MONTH	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Access Support Funding Before Adjustment				
Adjustment				
PEG Access Support Funding				

EXHIBIT D
FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Thousand Dollars (\$ __,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2017.

Principal

Surety

By: _____

By: _____
_____, Attorney-in-Fact

Accepted by Obligee: _____
(Signature & date above - Print Name, Title below)



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Order of Taking Temporary Drain Easement – 132 Forest Street
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED Recently, an existing Town of Needham owned and operated drain pipe located in an easement at 132 Forest Street collapsed causing a sink hole and diminished stormwater flow capacity. The Department of Public Works has prepared a design to make repairs to the pipe. The original drain easement documents were recorded May 7, 1945 and created a 10-foot wide permanent drainage easement across the property. In order to have adequate area to reconstruct the drain and restore the property back to existing conditions the Department of Public Works is seeking a temporary 20-foot wide drain easement centering over the existing 10-foot permanent easement. The period of taking will be for one year commencing on September 1, 2017 and ending on September 1, 2018.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN <u>Suggested Motion:</u> <i>“That the Board vote to approve and sign the Order of Taking for Temporary Drain Easement Order #F.Y.2018-01.”</i>
3.	BACK UP INFORMATION ATTACHED 1. Copy of the Order of Taking F.Y. 2018-01 2. Existing 10-foot wide Drain Easement Plan and Documents

**ORDER OF TAKING FOR TEMPORARY DRAINAGE EASEMENT - ORDER NO. -
F.Y.2018- 01**

132 Forest Street, Needham

WHEREAS, under its Special Home Rule Charter Act, Chapter 403 of the Acts of 1971, and the subsequent amendments thereto, the Town of Needham is authorized, among other things, to lay out, construct, maintain and operate a system of main drains, common sewers and water mains, and to make, lay and maintain drains for the purpose of providing better surface or other drainage; and

WHEREAS by virtue of the authority of said Special Home Rule Charter Act, the Board of Selectmen is authorized to act as a Board of Public Works exercising the power of Sewer Commissioners and certain other Boards; and

WHEREAS, the Board of Selectmen, having charge of main drains, common sewers and water mains, acting on behalf of said Town by virtue of the authority conferred by said Special Home Rule Charter Act and by every other authority in said board hereto enabling, desires to take by eminent domain under the provisions of General Laws, Chapter 79 certain rights and easements for the purpose of making, laying and maintaining a common sewer and drain.

NOW THEREFORE, the said Board acting for and on the behalf of said Town of Needham does hereby order, declare and specify that said Board takes by right of Eminent Domain for said Town of Needham, temporary drain easement for drain purposes, including the right to construct, maintain, operate, repair, renew and replace a common drain and other appurtenances, in, through, over and under, a certain parcel of land situated in Needham, Norfolk County, Massachusetts, being described as follows:

A twenty (20) foot wide temporary drain easement centered over the existing drain easement across 132 Forest Street, Needham, MA. The existing drain easement, as described in the Quitclaim Deed of Arthur F. Perkins to Town of Needham, Dated May 7th 1945, Book 150, Page 155 in the Norfolk Registry of Deeds and by Plan no. 9652-23 filed at the Land Court, begins at a point in the easterly sideline of Forest Street, said point being N 23°-04'-53" W one hundred twenty-two and five one-hundredths (122.05) feet from a concrete bound at the southerly corner of the parcel; thence running N-73°-47'-43" E a distance 23.52 feet by said Forest Street to a point; thence turning and running S-77°-51'-57" E a distance of 162 feet (plus or minus) to the far property line to a brook. The above described is the center line of the existing ten (10) foot wide easement containing approximately 1,855 square feet; and is the centerline for the twenty (20) foot wide temporary easement containing approximately 3,710 square feet.

Said temporary easement shall commence on September 1, 2017 on the premises known as 132 Forest Street and shall terminate one year on September 1, 2018.

Said rights and easements are hereby taken without prejudice to or interference with the rights of the public or the rights of any person, corporation, Town of Needham, or any authorized agent of said Town, over said described premises except insofar as is necessary for the exercise of the rights and easement hereby taken. The surface of the above described premises shall, upon completion of any work, be restored as far as can be reasonably done, to the condition as of the date of the commencement of said

construction and may be used thereafter by owners of the fee, their heirs and assigns, for all legal purposes not inconsistent with the construction, maintenance, operation, repair and renewal of said drain, except that no building, structure or foundation of a building or structure used for habitation or otherwise, shall hereafter be erected or maintained upon the premises hereby taken except with the approval of the Director of Public Works of the Town of Needham set forth in writing and recorded at the Norfolk County Registry of Deeds

The names of the owners of the land as herein stated are assumed to be accurate, but the aforesaid rights and easement are hereby taken whether the said ownership of such land is as stated or not.

The following is a list of the owners of the land through which said easement is hereby taken and the amount of damages awarded.

<u>NAME</u>	<u>ADDRESS</u>	<u>DAMAGES</u>
John Washek	132 Forest Street Needham, MA 02492	\$0.00

It is ORDERED that a common drain be constructed and maintained in that portion of said land as hereby taken for a temporary drain easement.

It is further ORDERED that written notices be given to every person having any interest in said land, whose property is taken by this order or who is otherwise entitled to damages on account of this taking, together with a statement that any person having an interest in said land who is dissatisfied with the award of damages may petition this Board within thirty (30) days from date hereof for an award of damages, and that any person having an interest in said land is allowed three years from the date this order is recorded at the Norfolk County Registry of Deeds, or such other time as may now or hereafter be provided by statute to bring a petition in the Superior Court, Norfolk County, to have his damages assessed; and

It is further ORDERED that trees or structures on said parcel of land be and the same are hereby not taken and the owners of the land through which said drain passes be allowed ten (10) days from the date of this order to take off their trees, fences and other structures which may obstruct the construction or operation of said drain

It is further ORDERED that a copy of the within be recorded in the Registry of Deeds, Norfolk County, and that a notice of this order be sent forthwith by registered mail to each owner of mortgagee

IN WITNESS WHEREOFF, the duly elected Board of Selectmen of the Town of Needham acting for and on behalf of said Town of Needham, having first read and approved the foregoing, do hereby subscribe our names and cause the Town Seal to be hereto affixed the _____ day of _____

TOWN OF NEEDHAM
BOARD OF SELECTMEN

Marianne B. Cooley,
Chairman

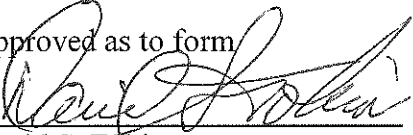
Daniel P. Matthews,
Selectman

John A. Bulian,
Selectman

Maurice P. Handel,
Selectman

Matthew D. Borrelli,
Selectman

Approved as to form



David S. Tobin
Town Counsel

100582

Statute Form of
Quitclaim Deed

ARTHUR F. PERKINS

TO

TOWN OF NEEDHAM

Norfolk County Registry District

MAY 7 - 1945

RECEIVED FOR REGISTRATION

9 O'CLOCK 30 PM

NOTED ON CERTIFICATE NO. 29955

IN REGISTRATION BOOK 50 PAGE 155

19

at o'clock and minutes PM

Received and entered with

Deeds

Book Page

Attest:

Register

FROM THE OFFICE OF

MONROE & WADSWORTH, INC.
FURNISHING STANDARD LAW BLANKS
BOSTON - MASS.
Form 101

10M-2-3-45

I. Arthur F. Perkins, single,

of Needham Norfolk County, Massachusetts,
being unmarried, for consideration paid, grant to the Town of Needham, and to the inhabitants
thereof, said Town being a municipal corporation located in Norfolk County,
Massachusetts.

XX with quitclaim covenants
an easement in the land in Needham for the purpose of constructing and maintaining
~~therein~~ a covered drain in and through the same, and do all things necessary to
accomplish said purposes, said land being bounded and described as follows:

[Description and circumstances, if any]

Beginning at a point on the easterly side of Forest Street, said point being
N-23°-02'-40"-W one hundred twenty-two and five one-hundredths (122.05) feet from
a concrete bound at the southerly corner of the grantor's land; thence N-73°-50'-E
twenty-three and fifty-two one-hundredths (23.52) feet; thence S-77°-49'-40"-E
one-hundred sixty-two (162.) feet more or less to a brook.

The above described line is the center line of a ten (10) foot easement.

This easement is given and accepted with the understanding that the premises,
as far as reasonably can be done, shall be restored to the condition existing at
the time of commencement of said construction, and that the premises may be used,
after said construction work is completed, by the owners of the fee, their heirs
and assigns for all lawful purposes not inconsistent with the operation and
maintenance of said drain and with the further understanding that the grantee,
its servants or agents may enter said premises at any time for the purpose of
repairing, reconstructing or cleaning said drain.

~~husband~~
~~wife~~ of said grantor
~~release to said grantor all rights of~~ ~~tenancy by the entirety~~ ~~power and interest~~ ~~and other interests therein.~~

Witness my hand and seal this 26th day of April 1945
Arthur F. Perkins

The Commonwealth of Massachusetts

Norfolk ss.

Tuesday March 26 1945

Then personally appeared the above named Arthur F. Perkins

and acknowledged the foregoing instrument to be his free act and deed, before me

William S. Cassidy
Notary Public — Justice of the Peace

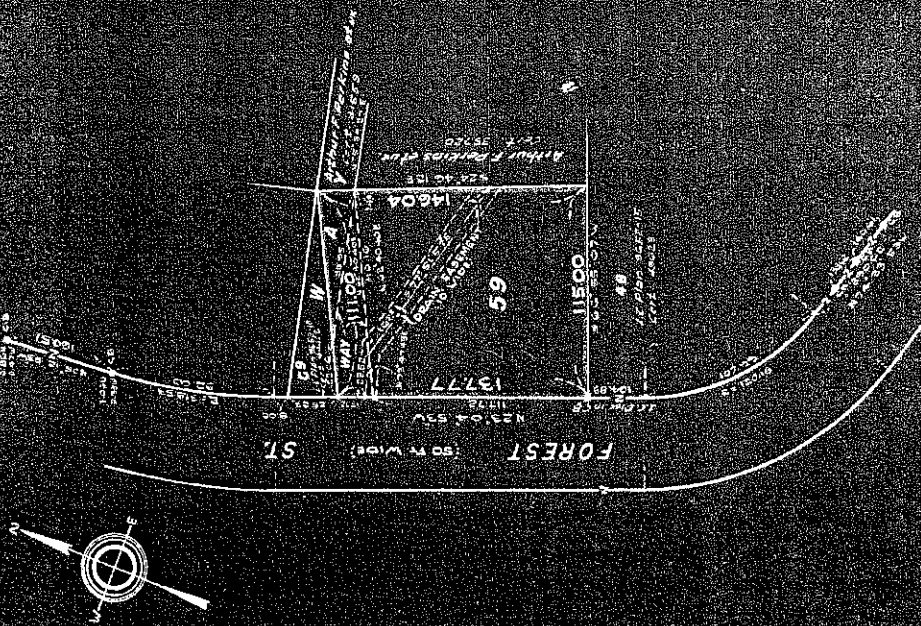
My commission expires July 27 - 1945

9652-23

SUBDIVISION PLAN OF LAND IN NEBRASKA

Everett L. Brooks Co., Surveyors

March 27, 1967



Subdivision of Part of Lots 59 & 58
Shown on Plan 9652-23
Filed with Clerk of District Court
for the County of Douglas, Nebraska
on March 27, 1967
Shall be considered as the map for the land
shown on the plan.

By the Court
Margaret M. Bergman
Margaret M. Bergman, Secretary

Copy of this plan
LAND REGISTRATION OFFICE
March 28, 1967
State of Nebraska, Department of Agriculture

LECT. 9652-23



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Sign Notice of Traffic Regulation – Booth Street
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Needham Public Facilities Department is asking that Booth Street be designated a stopped street westbound at the intersection of Central Avenue. This is being done in conjunction with the opening of the Sunita Williams School.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<i>Suggested Motion:</i> "That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS17-08-15 requiring that Booth Street westbound be designated a stopped street at the intersection of Central Avenue"
3.	BACK UP INFORMATION ATTACHED
	1. Copy of Traffic Regulation P17-08-15

TOWN OF NEEDHAM
BOARD OF SELECTMEN

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Board of Selectmen of the Town of Needham, it is hereby

VOTED: In accordance with the provisions of Chapter 89, Section 9 of the General Laws, the following street is designated as a stop street at the intersection and in the direction indicated:

Westbound drivers on BOOTH STREET at the intersection of
CENTRAL AVENUE

BOARD OF SELECTMEN

Permit No. SS17-08-15

Date of Passage _____

Attest of Town Clerk _____

Trafficregmasterstop.doc

APD



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Sign Notice of Traffic Regulation – Cefalo Road
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Needham Public Facilities Department is asking that Cefalo Road be designated a stopped street eastbound at the intersection of Central Avenue. This is being done in conjunction with the opening of the Sunita Williams School.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<u><i>Suggested Motion:</i></u> <i>“That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS17-08-15 requiring that Cefalo Road eastbound be designated a stopped street at the intersection of Central Avenue”</i>
3.	BACK UP INFORMATION ATTACHED
	1. <i>Copy of Traffic Regulation P17-08-15</i>

TOWN OF NEEDHAM
BOARD OF SELECTMEN

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Board of Selectmen of the Town of
Needham, it is hereby

VOTED: In accordance with the provisions of Chapter 89, Section 9 of the General
Laws, the following street is designated as a stop street at the intersection
and in the direction indicated:

Eastbound drivers on CEFALO ROAD at the intersection of
CENTRAL AVENUE

BOARD OF SELECTMEN

Permit No. SS17-08-15

Date of Passage _____

Attest of Town Clerk _____

Trafficregmasterstop.doc

AID



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Sign Notice of Traffic Regulation – Central Avenue
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Public Facilities Department – Construction Section is asking that a school zone be established on Central Avenue in the vicinity of the Sunita Williams School. A school zone is defined as “an area in the roadway which is posted and marked in accordance with the standards prescribed by MassHighway and the Town of Needham Traffic Rules and Regulations to indicate the applicability of the statutory speed limit of twenty (20) miles per hour for all vehicles within the zone”
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<u>Suggested Motion:</u> <i>“That the Board vote to approve and sign the Notice of Traffic Regulation Permit #Z17-08-15 for the establishment of a school zone on Central Avenue from 160 feet north of Louart Drive northerly, for a distance of 905 feet”</i>
3.	BACK UP INFORMATION ATTACHED
	1. <i>Copy of Traffic Regulation Z17-08-15</i>

TOWN OF NEEDHAM
BOARD OF SELECTMEN

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Board of Selectmen of the Town of Needham, it is hereby

VOTED: That the Town of Needham Traffic Rules and Regulations adopted by the Board of Selectmen February 14, 1989 and subsequent amendments thereto be and are hereby further amended as follows:

By adding to Schedule XIV – SCHOOL ZONE of Article III, Section 3-7, the following:

CENTRAL AVENUE – From 160 feet north of Louart Drive northerly, for a distance of 905 feet, Permit No. Z17-08-15.

BOARD OF SELECTMEN
Permit No. Z17-08-15

Date of Passage _____

Attest of Town Clerk _____

Trafficregmaster.doc

AND



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Sign Notice of Traffic Regulation – Cynthia Road
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Needham Public Facilities Department is asking that Cynthia Road be designated a stopped street westbound at the intersection of Central Avenue. This is being done in conjunction with the opening of the Sunita Williams School.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<i>Suggested Motion:</i> "That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS17-08-15 requiring that Cynthia Road westbound be designated a stopped street at the intersection of Central Avenue"
3.	BACK UP INFORMATION ATTACHED
	1. Copy of Traffic Regulation P17-08-15

TOWN OF NEEDHAM
BOARD OF SELECTMEN

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Board of Selectmen of the Town of Needham, it is hereby

VOTED: In accordance with the provisions of Chapter 89, Section 9 of the General Laws, the following street is designated as a stop street at the intersection and in the direction indicated:

Westbound drivers on CYNTHIA ROAD at the intersection of
CENTRAL AVENUE

BOARD OF SELECTMEN

Permit No. SS17-08-15

Date of Passage _____

Attest of Town Clerk _____

Trafficregmasterstop.doc

APD



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Sign Notice of Traffic Regulation – Louart Drive
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
	The Needham Public Facilities Department is asking that Louart Drive be designated a stopped street westbound at the intersection of Central Avenue. This is being done in conjunction with the opening of the Sunita Williams School.
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
	<u><i>Suggested Motion:</i></u> <i>"That the Board vote to approve and sign the Notice of Traffic Regulation Permit #SS17-08-15 requiring that Louart Drive westbound be designated a stopped street at the intersection of Central Avenue"</i>
3.	BACK UP INFORMATION ATTACHED
	1. <i>Copy of Traffic Regulation P17-08-15</i>

TOWN OF NEEDHAM
BOARD OF SELECTMEN

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Board of Selectmen of the Town of Needham, it is hereby

VOTED: In accordance with the provisions of Chapter 89, Section 9 of the General Laws, the following street is designated as a stop street at the intersection and in the direction indicated:

Westbound drivers on LOUART DRIVE at the intersection of
CENTRAL AVENUE

BOARD OF SELECTMEN

Permit No. SS17-08-15

Date of Passage_____

Attest of Town Clerk_____

Trafficregmasterstop.doc

ALD



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Memorandum of Agreement with DPW/Needham Independent Public Employees' Association
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board approve and sign the Memorandum of Agreement with the DPW/Needham Independent Public Employees' Association for fiscal year 2018. The Agreement is for a one year contract extension with a wage adjustment of 2.5% and no language changes.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Suggested Motion: That the Board approve and sign the MOA between the Town of Needham and the Needham Independent Public Employees' Associated for fiscal year 2018.	
3.	BACK UP INFORMATION ATTACHED
a. MOA between the Town and NIPEA	

**Memorandum of Agreement
Fiscal Year 2018**

Agreement is hereby made this ____ day of _____, 2017 by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Public Employees Association, (hereinafter the "Union"). Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and the Union, which by its terms is in effect through June 30, 2017, remain in full force and effect.

1. The term of the Agreement shall be July 1, 2017 through June 30, 2018.
2. The base wages contained in Article 21, Wages, shall be increased by:

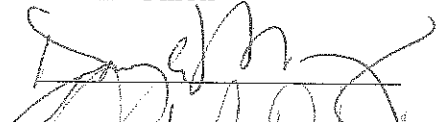
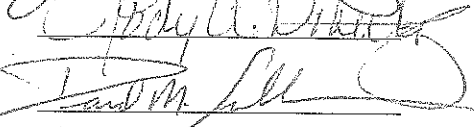
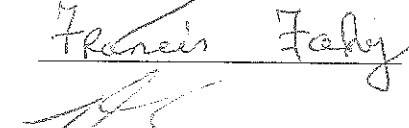
FY18: 2.5% effective July 1, 2017

For the Town

Date: _____

Town Manager/Date

For the Union




Francis Fahy


Date: 8/9/17

This agreement shall be executed in one or more counterparts, each of which when so executed shall constitute but one and the same instrument.



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

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

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
At the request of the Board of Selectmen, the Planning Board voted on July 25, 2017 to place the following articles on the warrant for the October 2, 2017 Special Town Meeting: "Amend Zoning By-Law – Floor Area Ratio and Lot Coverage Requirement for a Municipal Building or Structure in the General Residence District," and "Amend Zoning By-Law – Map Change to Center Business District." Under State law, the Board has 14 days to accept the proposed amendments and refer the amendments back to the Planning Board for its review, hearing, and report. The Board's action in this matter is not discretionary.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board vote to accept the proposed zoning amendments: "Amend Zoning By-Law – Floor Area Ratio and Lot Coverage Requirement for a Municipal Building or Structure in the General Residence District," and "Amend Zoning By-Law – Map Change to Center Business District" for referral to the Planning Board for its review, hearing, and report.	
3.	BACK UP INFORMATION ATTACHED
a. Letters from Lee Newman, Director of Planning & Community Development dated July 26, 2016 and August 11, 2016 b. Proposed Warrant articles c. M.G.L. c. 40A Section 5	



TOWN OF NEEDHAM, MA

PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT

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

PLANNING
August 9, 2017

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

Re: Zoning Articles for 2017 Special Town Meeting

Dear Ms. Fitzpatrick:

The Planning Board, at its meeting of July 25, 2017, voted to place the following articles on the warrant for the October 2017 Special Town Meeting: Article 1: Amend Zoning By-Law – Floor Area Ratio and Lot Coverage Requirements for a Municipal Building or Structure in the General Residence District; and (2) Article 2: Amend Zoning By-Law – Map Change to Center Business District. Accordingly, please find the above-named articles as approved by the Planning Board for inclusion in the warrant of the October 2017 Special Town Meeting.

As you know, the Board of Selectmen will need to accept the articles and to then forward them to the Planning Board for review, public hearing and report. Please have the Selectmen act on the enclosed articles at their next meeting of Tuesday, August 15, 2017, so that the Planning Board can meet its statutory obligations. The Planning Board plans to schedule the public hearing on these articles for Tuesday, September 5, 2017.

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

Very truly yours,

NEEDHAM PLANNING BOARD

Lee Newman
Director of Planning and Community Development

cc: Planning Board

Enclosure

**ARTICLE 1: AMEND ZONING BY-LAW – FLOOR AREA RATIO AND LOT
COVERAGE REQUIREMENTS FOR A MUNICIPAL BUILDING OR
STRUCTURE IN THE GENERAL RESIDENCE DISTRICT**

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

- (a) Amend Section 4.2, Dimensional Regulations for Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence and Institutional Districts, Subsection 4.2.4, Table of Regulations for Public, Semi-Public and Institutional Uses in the Rural Residence Conservation, Single Residence A, Single Residence B and General Residence Districts and for the Institutional District, by inserting a footnote (h) for the Maximum Floor Area Ratio in the General Residence District on the table contained in Section 4.2.4, such footnote to read as follows:

“(h) The Board of Appeals may grant a special permit increasing the maximum Floor Area Ratio required by this footnote up to 0.60 for a municipal building or structure.”

- (b) Amend Section 4.2, Dimensional Regulations for Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence and Institutional Districts, Subsection 4.2.4, Table of Regulations for Public, Semi-Public and Institutional Uses in the Rural Residence Conservation, Single Residence A, Single Residence B and General Residence Districts and for the Institutional District, by inserting a footnote (i) for the Maximum Percentage Lot Coverage in the General Residence District on the table contained in Section 4.2.4, such footnote to read as follows:

“(i) The Board of Appeals may grant a special permit increasing the maximum lot coverage required by this footnote up to twenty-five (25) percent for a municipal building or structure.”

Or take any other action relative thereto.

ARTICLE 2: AMEND ZONING BY-LAW – MAP CHANGE TO CENTER BUSINESS DISTRICT

To see if the Town will vote to amend the Needham Zoning By-Law by amending the Zoning Map to place in the Center Business District all that land now zoned Single Residence B and located at the intersection of Chestnut Street and School Street (Assessor's Map 47, Parcel 56) said area bounded and described as follows:

“Beginning at a point at the Chestnut Street centerline which intersects with the boundary line between the existing Single Residence B District and the Center Business District; then running easterly along said zoning boundary line to a point where it intersects with the boundary line between the Center Business District and a General Residence District; then turning and running southerly along the existing Single Residence B District and said General Residence District to a point where it intersects with the centerline of School Street and the boundary line between the existing Single Residence B District and General Residence District; then turning and running westerly to a point where it intersects with the centerline of Chestnut Street and the boundary between the existing Single Residence B District and the Chestnut Street Business District; then turning and running northerly along said boundary to the point of beginning.”

Or take any other action relative thereto.

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

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

No zoning ordinance or by-law or amendment thereto shall be adopted until after the planning board in a city or town, and the city council or a committee designated or appointed for the purpose by said council has each held a public hearing thereon, together or separately, at which interested persons shall be given an opportunity to be heard. Said public hearing shall be held within sixty-five days after the proposed zoning ordinance or by-law is submitted to the planning board by the city council or selectmen or if there is none, within sixty-five days after the proposed zoning ordinance or by-law is submitted to the city council or selectmen. Notice of the time and place of such public hearing, of the subject matter, sufficient for identification, and of the place where texts and maps thereof may be inspected shall be published in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of said hearing, and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of said hearing. Notice of said hearing shall also be sent by mail, postage prepaid to the department of housing and community development, the regional planning agency, if any, and to the planning board of each abutting city and town. The department of housing and community development, the regional planning agency, the planning boards of all abutting cities and towns and nonresident property owners who may not have received notice by mail as specified in this section may grant a waiver of notice or

submit an affidavit of actual notice to the city or town clerk prior to town meeting or city council action on a proposed zoning ordinance, by-law or change thereto. Zoning ordinances or by-laws may provide that a separate, conspicuous statement shall be included with property tax bills sent to nonresident property owners, stating that notice of such hearings under this chapter shall be sent by mail, postage prepaid, to any such owner who files an annual request for such notice with the city or town clerk no later than January first, and pays a reasonable fee established by such ordinance or by-law. In cases involving boundary, density or use changes within a district, notice shall be sent to any such nonresident property owner who has filed such a request with the city or town clerk and whose property lies in the district where the change is sought. No defect in the form of any notice under this chapter shall invalidate any zoning ordinances or by-laws unless such defect is found to be misleading.

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

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

No zoning ordinance or by-law or amendment thereto shall be adopted or changed except by a two-thirds vote of all the members of the town council, or of the city council where there is a commission form of government or a single branch, or of each branch where there are two branches, or by a two-thirds vote of a town meeting; provided, however, that if in a city or town with a council of fewer than twenty-five members there is filed with the clerk prior to final action by the council a written protest against such change, stating the reasons duly signed by owners of twenty per cent or more of the area of the land proposed to be included in such change or of the area of the land immediately adjacent

extending three hundred feet therefrom, no such change of any such ordinance shall be adopted except by a three-fourths vote of all members.

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

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

The effective date of the adoption or amendment of any zoning ordinance or by-law shall be the date on which such adoption or amendment was voted upon by a city council or town meeting; if in towns, publication in a town bulletin or pamphlet and posting is subsequently made or publication in a newspaper pursuant to section thirty-two of chapter forty. If, in a town, said by-law is subsequently disapproved, in whole or in part, by the attorney general, the previous zoning by-law, to the extent that such previous zoning by-law was changed by the disapproved by-law or portion thereof, shall be deemed to have been in effect from the

date of such vote. In a municipality which is not required to submit zoning ordinances to the attorney general for approval pursuant to section thirty-two of chapter forty, the effective date of such ordinance or amendment shall be the date passed by the city council and signed by the mayor or, as otherwise provided by ordinance or charter; provided, however, that such ordinance or amendment shall subsequently be forwarded by the city clerk to the office of the attorney general.

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

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



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Determination of Unique Status
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town is contemplating the acquisition of the property known as 43 Lincoln Street for general municipal purposes. The parcel is immediately adjacent to the public safety building on Chestnut and School Streets, and will benefit the design of the project. In accordance with M.G.L. c. 30B, a public procurement process is not required if the Board of Selectmen determines that advertising will not benefit the Town's interest because of the unique qualities of the parcel.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board vote to determine that in the case of the proposed acquisition of 43 Lincoln Street, advertising will not benefit the Town's interest because of the unique qualities of the location of the property needed. This determination is made on the basis that the property is immediately adjacent to the public safety building on Chestnut and School Streets, and the acquisition will benefit the design of the project.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below) a. Parcel Map b. M.G.L. c. 30B Section 16	



- Percels
- Towers
- Satellite Dish
- Tower
- Tower Anchor
- Painted Lines
- Crosswalk
- Parking Line
- Sports Lines
- Shipping
- Flt Striping
- Railroad Track
- Trail
- Building
- Decks And Patios
- Swimming Pool
- Bridge
- Sidewalks
- Driveway
- Paved Driveway
- Unpaved Driveway
- Roads
- Paved Road
- Unpaved Road
- Parking Lots
- Paved Parking Lot
- Unpaved Parking Lot
- Sports Areas
- Baseball
- Baseball Infield
- Baseball and Tennis
- Golf Course
- Golf Bunker
- Golf Fairway, Green, Tr
- Playground
- Track and Field
- Tank
- Wellands
- MA Highways
- Interstate
- US Highway
- Numbered Routes
- Town Boundary
- Abutting Towns
- Abutting Towns Mask
- Road Centerlines
- Wastbody
- Streams And Drainage Ditches

GREAT PLAIN AVE

GREAT PLAIN AVE

DEDHAM AVE

GRANT ST

LINCOLN ST

SCHOOL ST

CHESTNUT ST

KEITH PL

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the accuracy or completeness of the data. Data should not be considered accurate, current or complete. Data is created from April 2009 aerial photographs.

Part I ADMINISTRATION OF THE GOVERNMENT**Title III** LAWS RELATING TO STATE OFFICERS**Chapter** UNIFORM PROCUREMENT ACT
30B**Section 16** REAL PROPERTY; DISPOSITION OR ACQUISITION

Section 16. (a) If a governmental body duly authorized by general or special law to engage in such transaction determines that it shall rent, convey, or otherwise dispose of real property, the governmental body shall declare the property available for disposition and shall specify the restrictions, if any, that it will place on the subsequent use of the property.

(b) The governmental body shall determine the value of the property through procedures customarily accepted by the appraising profession as valid.

(c) A governmental body shall solicit proposals prior to:

(1) acquiring by purchase or rental real property or an interest therein from any person at a cost exceeding \$35,000; or

(2) disposing of, by sale or rental to any person, real property or any interest therein, determined in accordance with paragraph (b) to exceed \$35,000 dollars in value.

(d) The governmental body shall place an advertisement inviting the submission of proposals in a newspaper with a circulation in the locality sufficient to inform the people of the affected locality. The governmental body shall publish the advertisement at least once a week for two consecutive weeks. The last publication shall occur at least eight days preceding the day for opening proposals. The advertisement shall specify the geographical area, terms and requirements of the proposed transaction, and the time and place for the submission of proposals. In the case of the acquisition or disposition of more than twenty-five hundred square feet of real property, the governmental body shall also cause such advertisement to be published, at least thirty days before the opening of proposals, in the central register published by the state secretary pursuant to section twenty A of chapter nine.

(e) The governmental body may shorten or waive the advertising requirement if:

(1) the governmental body determines that an emergency exists and the time required to comply with the requirements would endanger the health or safety of the people or their property; provided, however, that the governmental body shall state the reasons for declaring the emergency in the central register at the earliest opportunity; or

(2) in the case of a proposed acquisition, the governmental body determines in writing that advertising will not benefit the governmental body's interest because of the unique qualities or location of the property needed. The determination shall specify the manner in which the property proposed for acquisition satisfies the unique requirements. The governmental body shall publish the determination and the reasons for the determination, along with the names of the parties having a beneficial interest in the property pursuant to section forty J of chapter seven, the location and size of the property, and the proposed purchase price or rental terms, in the central register not less than thirty days before the governmental body executes a binding agreement to acquire the property.

(f) Proposals shall be opened publicly at the time and place designated in the advertisement. The governmental body shall submit the name of the person selected as party to a real property transaction, and the amount of the transaction, to the state secretary for publication in the central register.

(g) If the governmental body decides to dispose of property at a price less than the value as determined pursuant to paragraph (b), the governmental body shall publish notice of its decision in the central register, explaining the reasons for its decision and disclosing the difference between such value and the price to be received.

(h) This section shall not apply to the rental of residential property to qualified tenants by a housing authority or a community development authority.

(i) Acquisitions or dispositions of real property or any interest therein pursuant to this section between governmental bodies and the federal government, the commonwealth or any of its political subdivisions or another state or political subdivision thereof shall be subject to subsections (a), (b) and (g).



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Close Special Town Meeting Warrant
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board vote to close the warrant for the October 2, 2017 Special Town Meeting.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board vote to close the warrant for the October 2, 2017 Special Town Meeting, subject to minor technical corrections to be made by the Town Manager, Town Counsel and Bond Counsel.	
3.	BACK UP INFORMATION ATTACHED
a. Draft Warrant dated August 11, 2017	

TOWN OF NEEDHAM



SPECIAL TOWN MEETING WARRANT

MONDAY, OCTOBER 2, 2017

7:30 P.M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

Draft 8.11.2017

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

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

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

MONDAY, THE SECOND DAY OF OCTOBER, 2017

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

HUMAN RESOURCE ARTICLES

ARTICLE 1: FUND COLLECTIVE BARGAINING AGREEMENT – DPW/NIPEA

To see if the Town will vote to approve the funding of a collective bargaining agreement between the Town and the Needham Independent Public Employees Association, Local 1116, and to appropriate a sum of money to defray the cost of salary and wages provided for under the agreement for fiscal year 2018; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:
PERSONNEL BOARD RECOMMENDS THAT:

Article Information:

FINANCE ARTICLES

ARTICLE 2: AMEND THE FY2018 OPERATING BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 Operating Budget adopted under Article 15 of the 2017 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
3	Group Insurance, Employee Benefits, Assessments & Administrative Costs	\$13,949,197	14,429,197

9	Reserve Fund	\$1,862,600	\$1,812,600
22B	Public Facilities Expenses	\$2,696,730	\$2,746,730

INSERTED BY: Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 3: AMEND THE FY2018 RTS ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 RTS Enterprise Fund adopted under Article 16 of the 2017 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
101A	Salary & Wages	\$782,833	\$796,656

and to meet this appropriation that the additional amount be raised from RTS Enterprise Fund receipts; or take any other action relative thereto.

INSERTED BY: Board of Selectmen & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 4: AMEND THE FY2018 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 Sewer Enterprise Fund adopted under Article 17 of the 2017 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
201A	Salary & Wages	\$938,603	\$958,976
201D	MWRA Assessment	\$5,918,642	\$5,889,796

or take any other action relative thereto.

INSERTED BY: Board of Selectmen & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 5: AMEND THE FY2018 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2018 Water Enterprise Fund adopted under Article 18 of the 2017 Annual Town Meeting by deleting the amounts of money appropriated under some of the line items and appropriating the new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From</u>	<u>Changing To</u>
301A	Salary & Wages	\$1,226,141	\$1,248,413
301D	MWRA Assessment	\$1,114,185	\$1,109,794

and to meet this appropriation that the additional amount be raised from Water Enterprise Fund receipts; or take any other action relative thereto.

INSERTED BY: Board of Selectmen & Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 6: RESCIND DEBT AUTHORIZATION

To see if the Town will vote to rescind a portion of certain authorizations to borrow, which were approved at prior town meetings, where the purposes of the borrowing have been completed, and/or it was unnecessary to borrow the full authorization:

Project	Town Meeting	Article	Authorized	Rescind
Total				

or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

PUBLIC SAFETY ARTICLES

ARTICLE 7: APPROPRIATE FOR ACQUISITION OF REAL PROPERTY

To see if the Town will vote to authorize the Board of Selectmen to purchase on behalf of the Town the real property known as _____ (Assessors Map __, Lot __); or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 8: APPROPRIATE FOR ACQUISITION OF REAL PROPERTY

To see if the Town will vote to authorize the Board of Selectmen to purchase on behalf of the Town the real property known as _____ (Assessors Map __, Lot __), and to raise, and/or transfer and appropriate a sum for the acquisition of said property and for associated costs, to be spent under the direction of the Town Manager, said sum to be transferred from _____; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 9: AMEND ZONING BY-LAW – FLOOR AREA RATIO AND LOT COVERAGE REQUIREMENT FOR A MUNICIPAL BUILDING OR STRUCTURE IN THE GENERAL RESIDENCE DISTRICT

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

- (a) Amend Section 4.2, Dimensional Regulations for Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence and Institutional Districts, Subsection 4.2.4, Table of Regulations for Public, Semi-Public and Institutional Uses in the Rural Residence Conservation, Single Residence A, Single Residence B and General Residence Districts and for the Institutional District, by inserting a footnote (h) for the Floor Area Ratio in the General Residence District on the table contained in Section 4.2.4, such footnote to read as follows:

“(h) The Board of Appeals may grant a special permit increasing the maximum Floor Area Ratio required by this footnote up to 0.60 for a municipal building or structure.”

- (b) Amend Section 4.2, Dimensional Regulations for Rural Residence-Conservation, Single Residence A, Single Residence B, General Residence and Institutional Districts, Subsection 4.2.4, Table of Regulations for Public, Semi-Public and Institutional Uses in the Rural Residence Conservation, Single Residence A, Single Residence B and General Residence Districts and for the Institutional District, by inserting a footnote (i) for the Maximum Percentage Lot Coverage in the General Residence District on the table contained in Section 4.2.4, such footnote to read as follows:

“(i)The Board of Appeals may grant a special permit increasing the maximum lot coverage required by this footnote up to twenty-five (25) percent for a municipal building or structure.”

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 10: AMEND ZONING BY-LAW – MAP CHANGE TO CENTER BUSINESS DISTRICT

To see if the Town will vote to amend the Needham Zoning By-Law by amending the Zoning Map to place in the Center Business District all that land now zoned Single Residence B and located at the intersection of Chestnut Street and School Street (Assessor’s Map 47, Parcel 56) said area bounded and described as follows:

“Beginning at a point at the Chestnut Street centerline which intersects with the boundary line between the existing Single Residence B District and the Center Business District; then running easterly along said zoning boundary line to a point where it intersects with the boundary line between the Center Business District and a General Residence District; then turning and running southerly along the existing Single Residence B District and said General Residence District to a point where it intersects with the centerline of School Street and the boundary line between the existing Single Residence B District and General Residence District; then turning and running westerly to a point where it intersects with the centerline of Chestnut Street and the boundary between the existing Single Residence B District and the Chestnut Street Business District; then turning and running northerly along said boundary to the point of beginning.”

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 11: APPROPRIATE FOR PUBLIC SAFETY BUILDING & FIRE STATION #2 DESIGN

To see if the Town will vote to raise, borrow, and/or transfer and appropriate a sum for engineering and design for the reconstruction of the Public Safety Building and Fire Station #2, including costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under Massachusetts General Law Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Law Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

CAPITAL ARTICLES

ARTICLE 12: APPROPRIATE FOR VEHICLE REPLACEMENT

To see if the Town will vote to raise, and/or transfer and appropriate a sum for vehicle replacement, to be spent under the direction of the Town Manager and raised from the tax levy; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 13: APPROPRIATE FOR HIGH SCHOOL EXPANSION CONSTRUCTION

To see if the Town will vote to raise, borrow, and/or transfer and appropriate a sum for reconstruction an expansion of Needham High School, including costs incidental or related thereto, to be spent under the direction of the Permanent Public Building Committee and Town Manager, and that the Treasurer, with the approval of the Board of Selectmen, is authorized to

borrow said sum under Massachusetts General Law Chapter 44, Section 7; and that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Law Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

GENERAL ARTICLES

ARTICLE 14: EXTINGUISH SEWER AND DRAIN EASEMENT

To see if the town will vote to authorize the Board of Selectmen to extinguish a sewer and drain easement from Clarke Circle to Brookside Road more fully described in an order of taking number 1958-1, dated April 8, 1958 and recorded at the Norfolk County Registry of Deeds in Registration Book 233, Page 17; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 15: ACCEPT GRANT OF ACCESS EASEMENT/CARTWRIGHT ROAD

To see if the Town will vote to authorize the Selectmen to accept a grant of access easement by Mary Stare Wilkinson and Bradford Wilkinson to the Town of Needham as shown on a plan entitled "Definitive Subdivision Plan, 260 and 267 Cartwright Road, a 2 Lot Single Family Residential Subdivision, Needham, Massachusetts" on file with the Planning Board; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 16: EXTINGUISH A PORTION OF DRAINAGE EASEMENT/NICHOLS ROAD

To see if the Town will vote to authorize the Board of Selectmen to extinguish a portion of a 1937 Drainage Easement at 56 Nichols Road from Nichols Road to the rear property line of 56 Nichols Road more fully described in a Grant of Easement recorded at the Norfolk County Registry of Deeds in Book 2144 Page 459; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

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

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

Given into our hands at Needham aforesaid this 15th day of August, 2017.

MARIANNE B. COOLEY, Chairman
DANIEL P. MATTHEWS, Vice Chairman
JOHN A. BULIAN, Clerk
MAURICE P. HANDEL
MATTHEW D. BORRELLI

Selectmen of Needham

A TRUE COPY

Attest:

Constable:



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Take Out Food Served by Mobile Food Vendors
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will recommend that the Board adopt a final Mobile Food Vendor Policy. The revised version includes comments and feedback received from interested parties and the public.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
Suggested Motion: That the Board vote to approve and authorize the chair to sign Policy BOS-LIC-013 – Take Out Food Served by Mobile Food Vendors dated August 15, 2017.	
3.	BACK UP INFORMATION ATTACHED
a. Take-out Food Served by Mobile Food Vendors Policy dated 8.15.2017 showing changes. b. Take –out Food Served by Mobile Food Vendors Policy dated 8.15.2017– clean version	

Town of Needham Board of Selectmen

Policy Number:	BOS-LIC-013
Policy:	Take Out Food Served by Mobile Food Vendors (Formerly Regulation of Food Trucks)
Date Approved:	October 8, 2013
Date Revised:	Revised June 9, 2015, August 15, 2017
Approved:	_____ Chairman, Board of Selectman

Section 1: Definitions

Mobile Food Vendor - any person who travels from place to place upon public ways and dispenses food from a food truck, food cart, beverage/coffee truck, ice cream truck, canteen truck, catering truck, breakfast truck, lunch truck, lunch wagon, or any other mobile food vehicle. This policy applies to mobile food vendors except as provided under Section 7.

Hawker/Peddler – Any person who goes from place to place within the Town selling goods, wares or merchandise, whether on foot or in a vehicle, for profit, is a hawker or peddler (these two terms are interchangeable), unless such person is excluded from the operation of M.G.L.A., Ch. 101 by the provisions of Section 15 of said Chapter.

Permit Granting Authority – The Board, Committee, or Commission having jurisdiction over a public park, adjacent public parking lot, and/or school, including the Park & Recreation Commission, the Memorial Park Trustees, and the School Committee.

Section 1. Policy

The Town of Needham, acting through its Board of Selectmen (the “Board”) may authorize Mobile Food Vendors to operate in approved locations on the public right of way, at School buildings, parking lots and adjacent fields, and at public parks and adjacent parking lots, at times deemed to be in the best interest of the Town. Permitted Mobile Food Vendors must comply with all applicable hawker and peddler and sanitation and food safety rules and regulations.

Section 2. General Provisions Applicable to All Mobile Food Vendors

~~2.1 — Any person wishing to apply for a Mobile Food Vendor Permit shall fully complete the application form (Attachment #1), including authorization for the Town to obtain personal Criminal Offender Record Information (CORI) and Sex Offender Record Information (SORI) throughout the duration of the permit. CORI and SORI approval will be valid for one year. The Town reserves the right to obtain personal CORI and SORI for all employees who will be employed by the Mobile Food Vendor, at its discretion.~~

- | 2.12 Mobile Food Vendors shall comply with all applicable provisions of the Town of Needham General By-laws, and all local and state tax regulations, including but not limited to retail sales taxes applicable to food and beverages.
- | 2.23 Mobile Food Vendors must be positioned at least 200 feet from the customer entrance of a fixed location restaurant, unless waived by the Board of Selectmen.
- | 2.34 Mobile Food Vendors shall not block drive entrances, exits, access to loading and/or service areas, or emergency access and fire lanes. Vendors must be positioned at least 20 feet away from fire hydrants, any fire department connection, driveway entrances, alleys, and handicapped parking spaces.
- | 2.45 Mobile Food Vendors may not operate as a drive-in/drive-up/drive-through operation. All service must be walk-up by customers.
- | 2.56 Trash and recycling receptacles shall be provided for customers and trash and recyclables shall be removed from the site daily. Permit holders shall make specific provisions for trash removal and ensure that the licensed area is kept clean, neat and sanitary at all times. Reliance on the use of municipal trash and recycling receptacles is not considered acceptable.
- | 2.67 If a Mobile Food Vendor is authorized to operate after dark, the vendor must consult with the Needham Police Department to ensure that the amount of ~~assure appropriate~~ lighting is appropriate.
- | 2.78 No signage shall be allowed, other than signs permanently attached to the motor vehicle/cart and a portable menu sign no more than nine (9) square feet in display area on the ground in the customer waiting area, unless specifically authorized by the Board of Selectmen.
- | 2.89 No Mobile Food Vendor shall set up tables, chairs, umbrellas or similar facilities (standing counters and tables without chairs or stools are permitted), unless specifically authorized by the Board of Selectmen.
- | 2.910 Mobile Food Vendor permits shall be issued for applicable during the period April 1st to November 30th unless extended by vote of the Board of Selectmen. Permit holders may only operate at specifically approved locations at specifically approved times.
- | 2.1011 Any person to whom a Mobile Food Vender Permit is issued under these regulations shall ensure that order and decorum is maintained in the licensed area and immediate vicinity at all times, and shall cooperate in every respect with Town officials.
- | 2.1112 Mobile food vehicles shall not be positioned so as to expose customers to vehicular traffic, or otherwise in an unsafe manner. Any directive from a Police Officer in this regard shall be immediately followed.

2.~~12~~~~13~~ A Mobile Food Vendor who seeks to offers entertainment shall obtain a license from the Board of Selectmen, pursuant to the Town's Entertainment Regulations, and must operate in conformance of those regulations.

2.~~13~~~~14~~ No Mobile Food Vendor ~~or employee~~ shall permit a patron to bring into the permitted area any alcoholic beverage for sale or consumption on the premises.

2.~~14~~~~15~~ Mobile Food Vendors shall not distribute or sell non-food novelty items, noise makers or toys.

2.~~15~~~~16~~ The Board of Selectmen may waive conditions or requirements of this Policy if the Board determines such to be in the best interests of the Community.

Section 3: Authorized Locations for Mobile Food Vendors

3.1 Public Right of Way Mobile Food Vendors may operate in the public right of way under the following conditions:

3.1.1 In consultation with the Planning Board, the Board of Selectmen will identify general areas not served by fixed location restaurant facilities. A list of such areas is set forth in Appendix 1. The specific areas where Mobile Food Vendors may be located in the public right of way are, as provided in Appendix 2., ~~in areas identified by the Board of Selectmen in Appendix 2, after consultation with the Planning Board, as not served by fixed location restaurant facilities.~~ The Board of Selectmen may from time to time review and modify locations and areas listed in Appendix 1, and, after consultation with the Planning Board, in -Appendix 2.

3.1.2 Mobile Food Vendors may not be located in or on any portion of a designated public right of way when and where such location would prevent the safe use of the public right of way by motor vehicles, pedestrians, and/or customers. The vending location shall not otherwise interfere with the movement of motor vehicles in the area.

3.2 School Buildings, Parking lots and Adjacent Fields Mobile Food Vendors may operate at approved Public School Buildings, parking lots, and adjacent fields under the following conditions:

3.2.1 When invited to operate by ~~invitation of~~ a person or organization with a valid permit to use the school parking lot or adjacent play areas/fields, and with approval of the permit granting authority.

3.2.2 The ~~M~~mobile ~~F~~food ~~V~~endor shall comply with all requirements of the permit granting authority.

3.2.3 The Mobile Food Vendor shall comply with all general regulations for ~~M~~mobile ~~F~~food ~~V~~endors.

3.3 Public Parks and Adjacent Parking Lots by Invitation of Permitted Organizations Mobile food vendors may be permitted to operate at approved Public Parks and Parking Lots, as listed in Appendix 3, under the following conditions:

3.3.1 When invited to operate by a person or organization with a valid permit for use of the park or any portion thereof, and with approval of the permit granting authority.

3.3.2 The Mobile Food Vendor shall comply with all requirements of the permit granting authority.

3.3.3 The Mobile Food Vendor shall comply with all general regulations for mobile food vendors.

3.3.4 The Board of Selectmen will develop the list of **public** parks and adjacent **public** parking lots on Appendix 3 after consultation with the board, committee, or commission, if any, having primary jurisdiction over the parcel.

3.4 Public Parks and Adjacent Parking Lots by Direct Permit The Office of the Town Manager may grant permits to Mobile Food Vendors to operate at specified locations at approved **pPublic pParks** and **aAdjacent public pParking** Lots on identified times and dates, as listed in Appendix 4, under the following conditions:

3.4.1 The Town Manager shall coordinate the permit application process, and may allocate available permit opportunities among qualified applicants, including by lottery or other reasonable means.

3.4.2 The Mobile Food Vendor shall comply with all site specific requirements.

3.4.3 The Mobile Food Vendor shall comply with all general regulations for mobile food vendors.

3.4.4 The Board of Selectmen will develop the list of locations, times, and dates in Appendix 4 after consultation with the board, committee, or commission, if any, having primary jurisdiction over the parcel.

3.5 Mobile Food Vendors Operating on Public Property Not Otherwise Covered – Reserved

3.6 Mobile Food Vendors Operating on Private Property - Reserved

Section 4. Application and Permitting Requirements

4.1 The Town Manager shall coordinate the permit application process, and may allocate available permit opportunities among qualified applicants, including by lottery or other reasonable means.

- 4.2 All Mobile Food Vendors must obtain requisite licenses and/or permits for operation from the Public Health Division, Police Department, Fire Department, and Board of Selectmen (refer to checklist on Attachment 2).
- 4.3 Application must include a detailed list of the intended locations for operation, including a sketch for each location showing how the mobile food vehicle is to be positioned, and the proposed hours of operation.
- 4.4 Permit holders shall provide evidence of comprehensive liability insurance in the amount of at least \$1 million (single claim), and listing the Town of Needham as an additional named insured. Mobile Food Vendors must obtain requisite insurance, bonding and workers compensation as required by the Town.
- 4.5 A Mobile Food Vendor's permit must be prominently displayed at all times while in operation on licensed area.
- 4.6 Violation of any of the provisions of this Policy may result in the revocation of the permits and licenses issued to the vendor to operate in Needham.

Section 5. Fees

- 5.1 The flat fee for a full season one (specified) day per week public right of way permit (Section 3.1) shall be \$100, with additional season-days \$100 each to a maximum fee per season of \$700. A permitted Mobile Food Vendor may swap season-days, subject to availability, by contacting the Office of the Town Manager in advance.
- 5.2 The fee for an intermittent public right of way permit (Section 3.1) shall be \$20 for each individual day. Such permits will be issued only to the extent space is available, and seasonal permits will have precedence over requests for intermittent permits.
- 5.3 The fee for an intermittent permit for use of School Buildings, Parking lots and Adjacent fields (Section 3.2) shall be \$10 per day.
- 5.4 The fee for an intermittent permit for mobile food vendors invited by organizations to operate at approved public parks and adjacent parking lots (Section 3.3) shall be \$10 per day.
- 5.5 The fee for direct permit mobile food vendors (Section 3.4) shall be \$20 per day.

Section 6. Violation, suspension, revocation or modification of a Mobile Food Vendor Permit

Any violation of this policy will be subject to a fine of \$50 (1st offense), \$100 (2nd offense) or \$300 (3rd and subsequent offenses). In addition, any violation may result in the immediate suspension of the permit, and may result in the removal of the Mobile Food Vendor's cart, truck

or other vehicle at the owner's expense, if the circumstances warrant it in the judgment of the Police Department or other enforcement officer, in which case such suspension shall be reviewed by the Board of Selectmen at a public meeting.

The Board of Selectmen may suspend, revoke or modify a Mobile Food Vendor permit if, after a public hearing, the Board finds that these regulations have been violated.

Section 7. Exceptions (Mobile Food Vendor Permit not Required)

With the exception of food safety, public safety, and hawker and peddler requirements, if applicable, this policy shall not apply to: canteen or coffee trucks that move from place to place and are stationary for no more than thirty minutes at a time, ice cream trucks which move from place to place, excluding areas prohibited by Town by-law, and are stationary for no more than ten minutes, and private functions on private property.

Section 8. Resources

Attachment 1:	Mobile Food Vendor Permit Application
Attachment 2:	Mobile Food Vendor Permit Checklist
Appendix 1:	Locations Approved for Mobile Food Vendors in the Public Right of Way
Appendix 2:	Underserved Commercial Areas
Appendix 3:	Locations Approved for Mobile Food Vendors at Public Parks
Appendix 4:	Locations Approved for Direct Permit Mobile Food Vendor Permits

Hawkers and peddlers policy: <http://needhamma.gov/DocumentCenter/View/15093>

Hawkers and peddlers statute:
<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter101/Section1>

General By-laws:	http://needhamma.gov/DocumentCenter/Home/View/1859
Rental of School Facilities:	http://needhamma.gov/index.aspx?NID=2324
Rental of Fields or Parks:	http://needhamma.gov/index.aspx?NID=718

APPENDIX 1

Underserved Commercial Areas

1. New England Business Center
2. Mixed Use-128
3. Industrial 1

APPENDIX 24

Locations Approved for Mobile Food Vendors Located in the Public Right of Way

The current locations identified for use by food trucks within the public right of ways areas are:

- First Avenue – along the side of the road located in the general area between A and B Streets*.
- First Avenue – along the side of the road located in the general area between #114 and #200 First Avenue*
- Fourth Avenue – along the side of the road located in the general vicinity of #117-#119 Fourth Avenue
- Cabot Street – circular area at the top of the hill

*Note that these locations may become unavailable depending on construction timelines.

Exact locations must be reviewed and approved by the Needham Police Department.

Locations are subject to change with the approval of the Board of Selectmen and the Needham Police Department.

~~APPENDIX 2~~

~~Underserved Commercial Areas~~

~~New England Business Center~~

~~Mixed Use 128~~

~~Industrial 1~~

APPENDIX 3

Locations Presently Approved for Mobile Food Vendors at Public Parks

APPENDIX 4

Locations Presently Approved for Direct Permit Mobile Food Vendors

Town of Needham Board of Selectmen

Policy Number:	BOS-LIC-013
Policy:	Take Out Food Served by Mobile Food Vendors (Formerly Regulation of Food Trucks)
Date Approved:	October 8, 2013
Date Revised:	Revised June 9, 2015, August 15, 2017
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Section 1: Definitions

Mobile Food Vendor - any person who travels from place to place upon public ways and dispenses food from a food truck, food cart, beverage/coffee truck, ice cream truck, canteen truck, catering truck, breakfast truck, lunch truck, lunch wagon, or any other mobile food vehicle. This policy applies to mobile food vendors except as provided under Section 7.

Hawker/Peddler – Any person who goes from place to place within the Town selling goods, wares or merchandise, whether on foot or in a vehicle, for profit, is a hawker or peddler (these two terms are interchangeable), unless such person is excluded from the operation of M.G.L.A., Ch. 101 by the provisions of Section 15 of said Chapter.

Permit Granting Authority – The Board, Committee, or Commission having jurisdiction over a public park, adjacent public parking lot, and/or school, including the Park & Recreation Commission, the Memorial Park Trustees, and the School Committee.

Section 1. Policy

The Town of Needham, acting through its Board of Selectmen (the “Board”) may authorize Mobile Food Vendors to operate in approved locations on the public right of way, at School buildings, parking lots and adjacent fields, and at public parks and adjacent parking lots, at times deemed to be in the best interest of the Town. Permitted Mobile Food Vendors must comply with all applicable hawker and peddler and sanitation and food safety rules and regulations.

Section 2. General Provisions Applicable to All Mobile Food Vendors

- 2.1 Mobile Food Vendors shall comply with all applicable provisions of the Town of Needham General By-laws, and all local and state tax regulations, including but not limited to retail sales taxes applicable to food and beverages.
- 2.2 Mobile Food Vendors must be positioned at least 200 feet from the customer entrance of a fixed location restaurant, unless waived by the Board of Selectmen.

- 2.3 Mobile Food Vendors shall not block drive entrances, exits, access to loading and/or service areas, or emergency access and fire lanes. Vendors must be positioned at least 20 feet away from fire hydrants, any fire department connection, driveway entrances, alleys, and handicapped parking spaces.
- 2.4 Mobile Food Vendors may not operate as a drive-in/drive-up/drive-through operation. All service must be walk-up by customers.
- 2.5 Trash and recycling receptacles shall be provided for customers and trash and recyclables shall be removed from the site daily. Permit holders shall make specific provisions for trash removal and ensure that the licensed area is kept clean, neat and sanitary at all times. Reliance on the use of municipal trash and recycling receptacles is not considered acceptable.
- 2.6 If a Mobile Food Vendor is authorized to operate after dark, the vendor must consult with the Needham Police Department to ensure that the amount of lighting is appropriate.
- 2.7 No signage shall be allowed, other than signs permanently attached to the motor vehicle/cart and a portable menu sign no more than nine (9) square feet in display area on the ground in the customer waiting area, unless specifically authorized by the Board of Selectmen.
- 2.8 No Mobile Food Vendor shall set up tables, chairs, umbrellas or similar facilities (standing counters and tables without chairs or stools are permitted), unless specifically authorized by the Board of Selectmen.
- 2.9 Mobile Food Vendor permits shall be issued for the period April 1st to November 30th unless extended by vote of the Board of Selectmen. Permit holders may only operate at specifically approved locations at specifically approved times.
- 2.10 Any person to whom a Mobile Food Vender Permit is issued under these regulations shall ensure that order and decorum is maintained in the licensed area and immediate vicinity at all times, and shall cooperate in every respect with Town officials.
- 2.11 Mobile food vehicles shall not be positioned so as to expose customers to vehicular traffic, or otherwise in an unsafe manner. Any directive from a Police Officer in this regard shall be immediately followed.
- 2.12 A Mobile Food Vendor who seeks to offer entertainment shall obtain a license from the Board of Selectmen, pursuant to the Town's Entertainment Regulations, and must operate in conformance of those regulations.
- 2.13 No Mobile Food Vendor shall permit a patron to bring into the permitted area any alcoholic beverage for sale or consumption on the premises.

- 2.14 Mobile Food Vendors shall not distribute or sell non-food novelty items, noise makers or toys.
- 2.15 The Board of Selectmen may waive conditions or requirements of this Policy if the Board determines such to be in the best interests of the Community.

Section 3: Authorized Locations for Mobile Food Vendors

- 3.1 Public Right of Way Mobile Food Vendors may operate in the public right of way under the following conditions:

- 3.1.1 In consultation with the Planning Board, the Board of Selectmen will identify general areas not served by fixed location restaurant facilities. A list of such areas is set forth in Appendix 1. The specific areas where Mobile Food Vendors may be located in the public right of way are provided in Appendix 2. , The Board of Selectmen may from time to time review and modify locations and areas listed in Appendix 1, and, after consultation with the Planning Board, in Appendix 2.
- 3.1.2 Mobile Food Vendors may not be located in or on any portion of a designated public right of way when and where such location would prevent the safe use of the public right of way by motor vehicles, pedestrians, and/or customers. The vending location shall not otherwise interfere with the movement of motor vehicles in the area.

- 3.2 School Buildings, Parking lots and Adjacent Fields Mobile Food Vendors may operate at approved Public School Buildings, parking lots, and adjacent fields under the following conditions:

- 3.2.1 When invited to operate by a person or organization with a valid permit to use the school parking lot or adjacent play areas/fields, and with approval of the permit granting authority.
- 3.2.2 The Mobile Food Vendor shall comply with all requirements of the permit granting authority.
- 3.2.3 The Mobile Food Vendor shall comply with all general regulations for Mobile Food Vendors.

- 3.3 Public Parks and Adjacent Parking Lots by Invitation of Permitted Organizations Mobile food vendors may be permitted to operate at approved Public Parks and Parking Lots, as listed in Appendix 3, under the following conditions:

- 3.3.1 When invited to operate by a person or organization with a valid permit for use of the park or any portion thereof, and with approval of the permit granting authority.

- 3.3.2 The Mobile Food Vendor shall comply with all requirements of the permit granting authority.
- 3.3.3 The Mobile Food Vendor shall comply with all general regulations for mobile food vendors.
- 3.3.4 The Board of Selectmen will develop the list of public parks and adjacent public parking lots on Appendix 3 after consultation with the board, committee, or commission, if any, having primary jurisdiction over the parcel.
- 3.4 Public Parks and Adjacent Parking Lots by Direct Permit The Office of the Town Manager may grant permits to Mobile Food Vendors to operate at specified locations at approved public parks and adjacent public parking Lots on identified times and dates, as listed in Appendix 4, under the following conditions:
 - 3.4.1 The Town Manager shall coordinate the permit application process, and may allocate available permit opportunities among qualified applicants, including by lottery or other reasonable means.
 - 3.4.2 The Mobile Food Vendor shall comply with all site specific requirements.
 - 3.4.3 The Mobile Food Vendor shall comply with all general regulations for mobile food vendors.
 - 3.4.4 The Board of Selectmen will develop the list of locations, times, and dates in Appendix 4 after consultation with the board, committee, or commission, if any, having primary jurisdiction over the parcel.
- 3.5 Mobile Food Vendors Operating on Public Property Not Otherwise Covered – Reserved
- 3.6 Mobile Food Vendors Operating on Private Property - Reserved

Section 4. Application and Permitting Requirements

- 4.1 The Town Manager shall coordinate the permit application process, and may allocate available permit opportunities among qualified applicants, including by lottery or other reasonable means.
- 4.2 All Mobile Food Vendors must obtain requisite licenses and/or permits for operation from the Public Health Division, Police Department, Fire Department, and Board of Selectmen (refer to checklist on Attachment 2).
- 4.3 Application must include a detailed list of the intended locations for operation, including a sketch for each location showing how the mobile food vehicle is to be positioned, and the proposed hours of operation.

- 4.4 Permit holders shall provide evidence of comprehensive liability insurance in the amount of at least \$1 million (single claim), and listing the Town of Needham as an additional named insured. Mobile Food Vendors must obtain requisite insurance, bonding and workers compensation as required by the Town.
- 4.5 A Mobile Food Vendor's permit must be prominently displayed at all times while in operation on licensed area.
- 4.6 Violation of any of the provisions of this Policy may result in the revocation of the permits and licenses issued to the vendor to operate in Needham.

Section 5. Fees

- 5.1 The flat fee for a full season one (specified) day per week public right of way permit (Section 3.1) shall be \$100, with additional season-days \$100 each to a maximum fee per season of \$700. A permitted Mobile Food Vendor may swap season-days, subject to availability, by contacting the Office of the Town Manager in advance.
- 5.2 The fee for an intermittent public right of way permit (Section 3.1) shall be \$20 for each individual day. Such permits will be issued only to the extent space is available, and seasonal permits will have precedence over requests for intermittent permits.
- 5.3 The fee for an intermittent permit for use of School Buildings, Parking lots and Adjacent fields (Section 3.2) shall be \$10 per day.
- 5.4 The fee for an intermittent permit for mobile food vendors invited by organizations to operate at approved public parks and adjacent parking lots (Section 3.3) shall be \$10 per day.
- 5.5 The fee for direct permit mobile food vendors (Section 3.4) shall be \$20 per day.

Section 6. Violation, suspension, revocation or modification of a Mobile Food Vendor Permit

Any violation of this policy will be subject to a fine of \$50 (1st offense), \$100 (2nd offense) or \$300 (3rd and subsequent offenses). In addition, any violation may result in the immediate suspension of the permit, and may result in the removal of the Mobile Food Vendor's cart, truck or other vehicle at the owner's expense, if the circumstances warrant it in the judgment of the Police Department or other enforcement officer, in which case such suspension shall be reviewed by the Board of Selectmen at a public meeting.

The Board of Selectmen may suspend, revoke or modify a Mobile Food Vendor permit if, after a public hearing, the Board finds that these regulations have been violated.

Section 7. Exceptions (Mobile Food Vendor Permit not Required)

With the exception of food safety, public safety, and hawker and peddler requirements, if applicable, this policy shall not apply to: canteen or coffee trucks that move from place to place and are stationary for no more than thirty minutes at a time, ice cream trucks which move from place to place, excluding areas prohibited by Town by-law, and are stationary for no more than ten minutes, and private functions on private property.

Section 8. Resources

Attachment 1:	Mobile Food Vendor Permit Application
Attachment 2:	Mobile Food Vendor Permit Checklist
Appendix 1:	Locations Approved for Mobile Food Vendors in the Public Right of Way
Appendix 2:	Underserved Commercial Areas
Appendix 3:	Locations Approved for Mobile Food Vendors at Public Parks
Appendix 4:	Locations Approved for Direct Permit Mobile Food Vendor Permits

Hawkers and peddlers policy: <http://needhamma.gov/DocumentCenter/View/15093>

Hawkers and peddlers statute:

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter101/Section1>

General By-laws: <http://needhamma.gov/DocumentCenter/Home/View/1859>

Rental of School Facilities: <http://needhamma.gov/index.aspx?NID=2324>

Rental of Fields or Parks: <http://needhamma.gov/index.aspx?NID=718>

APPENDIX 1

Underserved Commercial Areas

1. New England Business Center
2. Mixed Use-128
3. Industrial 1

APPENDIX 2

Locations Approved for Mobile Food Vendors Located in the Public Right of Way

The current locations identified for use by food trucks within the public right of way areas are:

- First Avenue – along the side of the road located in the general area between A and B Streets*.
- First Avenue – along the side of the road located in the general area between #114 and #200 First Avenue*
- Fourth Avenue – along the side of the road located in the general vicinity of #117-#119 Fourth Avenue
- Cabot Street – circular area at the top of the hill

*Note that these locations may become unavailable depending on construction timelines.

Exact locations must be reviewed and approved by the Needham Police Department.

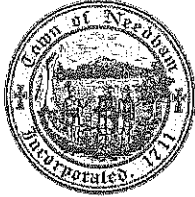
Locations are subject to change with the approval of the Board of Selectmen and the Needham Police Department.

APPENDIX 3

Locations Presently Approved for Mobile Food Vendors at Public Parks

APPENDIX 4

Locations Presently Approved for Direct Permit Mobile Food Vendors



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	OPEB Update
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Director of Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager and Assistant Town Manager/Director of Finance will provide the Board with a summary of the Town's most recent OPEB (Other Post-Employment Benefit) Actuarial Analysis.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
3.	BACK UP INFORMATION ATTACHED
a. Town of Needham Actuarial Valuation and Other Postemployment Benefits (OPEB) as of June 30, 2016, prepared by Segal Consulting.	

Town of Needham

Actuarial Valuation and Review of Other
Postemployment Benefits (OPEB)
as of June 30, 2016





116 Huntington Avenue 8th Floor Boston, MA 02116-5744
T 617.424.7300 www.segalco.com

June 22, 2017

Mr. David Davison
Assistant Town Manager/Director of Finance
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Mr. Davison:

We are pleased to submit this report on our actuarial valuation of postemployment welfare benefits as of June 30, 2016. The calculations herein are conducted under the methodology prescribed by Governmental Accounting Standards Board (GASB) Statements Number 74 and 75. However, the purpose of this report is to calculate an Actuarially Determined Contribution for the Town's Other Postemployment Benefit (OPEB) plan for the fiscal year ending June 30, 2019. The GASB Statement Number 45 disclosure information was presented in the June 30, 2015 Actuarial Valuation and Review dated July 7, 2016. The GASB Statement Number 74 disclosure information will be available after the end of the fiscal year June 30, 2017 assets are available. The GASB Statements Number 74 and 75 disclosure information for the fiscal year ending June 30, 2018 will be provided after June 30, 2018.

This report is based on information received from the Town of Needham. The actuarial projections were based on the assumptions and methods described in Exhibit II and on the plan of benefits as summarized in Exhibit III.

We look forward to discussing this with you at your convenience.

Sincerely,

Segal Consulting, a Member of The Segal Group, Inc.

By: 
Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary

8551116v2/14330.002


Daniel J. Rhodes, FSA, MAAA
Vice President and Consulting Actuary

SECTION 1

EXECUTIVE SUMMARY

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SECTION 2

VALUATION RESULTS

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SECTION 3

SUPPORTING INFORMATION

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SECTION 1: Executive Summary for the Town of Needham June 30, 2016 OPEB Valuation

IMPORTANT INFORMATION ABOUT ACTUARIAL VALUATIONS

An actuarial valuation is an estimate of future uncertain obligations of a postretirement health plan. As such, it will never forecast the precise future stream of benefit payments. It is an estimated forecast – the actual cost of the plan will be determined by the benefits and expenses paid, not by the actuarial valuation.

In order to prepare a valuation, Segal Consulting (“Segal”) relies on a number of input items. These include:

- > **Plan of benefits** Plan provisions define the rules that will be used to determine benefit payments, and those rules, or the interpretation of them, may change over time. Even where they appear precise, outside factors may change how they operate. For example, a plan may provide health benefits to post-65 retirees that coordinate with Medicare. If so, changes in the Medicare law or administration may change the plan’s costs without any change in the terms of the plan itself. It is important for the Town of Needham to keep Segal informed with respect to plan provisions and administrative procedures, and to review the plan summary included in our report to confirm that Segal has correctly interpreted the plan of benefits.
- > **Participant data** An actuarial valuation for a plan is based on data provided to the actuary by the plan. Segal does not audit such data for completeness or accuracy, other than reviewing it for obvious inconsistencies compared to prior data and other information that appears unreasonable. It is not necessary to have perfect data for an actuarial valuation: the valuation is an estimated forecast, not a prediction. The uncertainties in other factors are such that even perfect data does not produce a “perfect” result. Notwithstanding the above, it is important for Segal to receive the best possible data and to be informed about any known incomplete or inaccurate data.
- > **Assets** Part of the cost of a plan will be paid from existing assets – the balance will need to come from future contributions and investment income. The valuation is based on the asset values as of the valuation date, provided by the Town of Needham. Some plans include assets, such as private equity holdings, real estate, or hedge funds, that are not subject to valuation by reference to transactions in the marketplace. A snapshot as of a single date may not be an appropriate value for determining a single year’s contribution requirement, especially in volatile markets.
- > **Actuarial assumptions** In preparing an actuarial valuation, Segal starts by developing a forecast of the benefits to be paid to existing plan participants for the rest of their lives and the lives of their beneficiaries. To determine the future costs of benefits, Segal collects premium and enrollment data in order to establish a baseline cost for the valuation measurement, and then develops short- and long-term health care cost rates to project increases in costs in future years. This forecast also requires actuarial assumptions as to the probability of death, disability, withdrawal, and retirement of each participant for each year, as well as forecasts of the plan’s benefits for each of those events. The forecasted benefits are then discounted to a present value, typically based on an estimate of the rate of return that will be achieved the plan’s assets, or if there are no assets, a rate of return on the assets of the employer. All of these factors are uncertain and unknowable. Thus, there will be a range of reasonable assumptions, and the results may vary materially based on which assumptions the actuary selects within that range. That is, there is no right answer (except with hindsight). It is important for any user of an actuarial

SECTION 1: Executive Summary for the Town of Needham June 30, 2016 OPEB Valuation

valuation to understand and accept this constraint. The actuarial model necessarily uses approximations and estimates that may lead to significant changes in our results but will have no impact on the actual cost of the plan. In addition, the actuarial assumptions may change over time, and while this can have a significant impact on the reported results, it does not mean that the previous assumptions or results were unreasonable or wrong.

Given the above, the user of Segal's actuarial valuation (or other actuarial calculations) needs to keep the following in mind:

- The actuarial valuation is prepared for use by the Town of Needham. It includes information for compliance with accounting standards. Segal is not responsible for the use or misuse of its report, particularly by any other party.
- An actuarial valuation is a measurement at a specific date — it is not a prediction of a plan's future financial condition. Accordingly, Segal did not perform an analysis of the potential range of financial measurements, except where otherwise noted.
- Sections of this report may include actuarial results that are not rounded, but that does not imply precision.
- Critical events for a plan include, but are not limited to, decisions about changes in benefits and contributions. The basis for such decisions needs to consider many factors such as the risk of changes in plan enrollment, emerging claims experience and health care cost trend, not just the current valuation results.
- Segal does not provide investment, legal, accounting, or tax advice. Segal's valuation is based on our understanding of applicable guidance in these areas and of the plan's provisions, but they may be subject to alternative interpretations. The Town of Needham should look to their other advisors for expertise in these areas.
- While Segal maintains extensive quality assurance procedures, an actuarial valuation involves complex computer models and numerous inputs. In the event that an inaccuracy is discovered after presentation of Segal's valuation, Segal may revise that valuation or make an appropriate adjustment in the next valuation.
- Segal's report shall be deemed to be final and accepted by the Town of Needham upon delivery and review. The Town of Needham should notify Segal immediately of any questions or concerns about the final content.

As Segal Consulting has no discretionary authority with respect to the management or assets of the OPEB Trust, it is not a fiduciary in its capacity as actuaries and consultants to the Town of Needham.

SECTION 1: Executive Summary for the Town of Needham June 30, 2016 OPEB Valuation

PURPOSE

This report presents the results of our actuarial valuation of the Town of Needham (the "Employer") postemployment welfare benefit plan as of June 30, 2016. The purpose of this report is to calculate a recommended actuarially determined contribution for the Town's OPEB plan for the fiscal year ending June 30, 2019.

HIGHLIGHTS OF THE VALUATION

During the fiscal year ending June 30, 2019, we project the Town of Needham will pay benefits (net of retiree contributions) on behalf of retired employees of about \$4,952,000. This amount is less than the recommended actuarially determined contribution as shown on page 6. This contribution, and future contributions determined and described in this report, are intended to fund the OPEB liabilities fully by June 30, 2041.

The actuarially determined contribution was calculated at both a 7.5% and a 7.25% discount rate. In the prior valuation, a 7.5% discount rate was used.

The funding method was changed from the Projected Unit Credit funding method to the Entry Age Normal funding method to be consistent with the methodology prescribed by GASB Statements Number 74 and 75.

As of June 30, 2016, the Town of Needham has \$26,305,583 in assets which are in the State Retiree Benefits Trust Fund/PRIT. The table below shows the increase in assets, which matches the figures shown in the Town's financial statements.

Reconciliation of OPEB Trust Fund

	Total
Balance as of June 30, 2013	\$10,095,258
Balance as of June 30, 2014	15,469,964
Balance as of June 30, 2015	18,424,006
Balance as of June 30, 2016	26,305,583

To determine the amortization payment on the unfunded actuarial accrued liability (UAAL), an amortization period and amortization method must be selected. We have used a 25-year closed amortization of the UAAL, with payments increasing 4.25% per year for the Town of Needham. The liabilities are projected to be fully funded by June 30, 2041 (the same as the June 30, 2015 valuation).

We have included funding schedules on pages 7 and 8 of this report.

This valuation does not include the potential impact of any future changes due to the Patient Protection and Affordable Care Act (PPACA) and the Health Care and Education Reconciliation Act (HCERA) of 2010 other than the excise tax on high cost health plans beginning in 2020 (reflected in this valuation) and those previously adopted as of the valuation date.

Employer decisions regarding plan design, cost sharing between the Employer and its retirees, actuarial cost method, amortization techniques, and integration with Medicare are just some of the decisions that affect the magnitude of OPEB obligations. We are available to assist you with any investigation of such options you may wish to undertake.

SECTION 1: Executive Summary for the Town of Needham June 30, 2016 OPEB Valuation

Calculations are based on the benefits provided under the terms of the substantive plan in effect at the time of the valuation and on the pattern of sharing costs between the employer and plan members. The projection of benefits does not incorporate the potential effect of legal or contractual funding limitations on the pattern of cost sharing between the employer and plan members in the future.

Actuarial calculations reflect a long-term perspective, and the methods and assumptions use techniques designed to reduce short term volatility in accrued liabilities and the actuarial value of assets, if any.

The calculation of an accounting obligation does not, in and of itself, imply that there is any legal liability to provide the benefits valued, nor is there any implication that the Employer is required to implement a funding policy to satisfy the projected expense.

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and the actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

SECTION 1: Executive Summary for the Town of Needham June 30, 2016 OPEB Valuation

KEY VALUATION RESULTS

> The **unfunded actuarial accrued liability (UAAL)** as of June 30, 2016 is \$60,414,000 based on an actuarial accrued liability of \$86,720,000, an actuarial value of assets of \$26,306,000 and a discount rate of 7.5%. Going forward, net unfunded plan obligations will be expected to change due to normal plan operations, which consist of continuing accruals for active members, plus interest on the unfunded actuarial accrued liability, less employer contributions. Future valuations will analyze the difference between actual and expected unfunded actuarial accrued liabilities.

- o As of June 30, 2016 the ratio of assets to the AAL (the funded ratio) is 30.33%.

These funded percentages are not necessarily appropriate for assessing the sufficiency of OPEB assets to cover the estimated cost of settling the benefit obligations or the need for or the amount of future contributions.

> The **Actuarially Determined Contribution (ADC)** for fiscal year 2019 is \$6,676,000. The ADC is expected to remain relatively level as a percentage of payroll, as long as the ADC is fully funded each year. If the ADC is not fully funded, it may be expected to increase as a percentage of payroll over time.

The unfunded liability of \$60,414,000 as of June 30, 2016 represents a decrease of \$1,970,000 from \$62,384,000 as shown in the June 30, 2015 valuation.

The unfunded liability had been expected to increase \$1,202,000 due to normal plan operations. The decrease was the net effect of the following:

- > An **actuarial experience gain** decreased obligations by \$1,457,000. This was the net result of asset gains partially offset by losses due to demographic changes.
- > **Valuation assumption changes** decreased obligations by \$1,715,000. This was the net result of a *decrease* in obligations due to 1) changing the actuarial cost method from projected unit credit to entry age normal and 2) adjusting valuation year per capita health costs and contributions, partially offset by 3) revising the trend on medical costs and 4) revising the excise tax on high cost health plans beginning in 2020. The complete set of assumptions is shown in Exhibit II.

The UAAL and ADC were also calculated using a 7.25% discount rate, as shown on the next page.

SECTION 2: Valuation Results for the Town of Needham June 30, 2016 OPEB Valuation

**SUMMARY OF VALUATION RESULTS
ALL DEPARTMENTS**

	June 30, 2016		June 30, 2015	
	7.5% discount rate	7.25% discount rate	7.5% discount rate	7.5% discount rate
Actuarial Accrued Liability by Participant Category				
1. Current retirees, beneficiaries and dependents	\$44,042,041	\$45,024,915	\$37,360,267	
2. Current active employees	42,052,270	43,529,076	42,819,614	
3. Current vested terminated employees	<u>625,527</u>	<u>640,476</u>	<u>623,970</u>	
4. Total as of June 30, 2016: (1) + (2) + (3)	\$86,719,838	\$89,194,467	\$80,807,629	
5. Actuarial value of assets as of June 30, 2016	<u>26,305,583</u>	<u>26,305,583</u>	<u>18,424,006</u>	
6. Unfunded actuarial accrued liability (UAAL) as of June 30, 2016: (4) - (5)	\$60,414,255	\$62,888,884	\$62,383,623	
7. Funded ratio: (5) / (4)	30.33%	29.49%	22.80%	
Actuarially Determined Contribution for fiscal year beginning:				
8. Normal Cost as of beginning of year	\$2,913,331	\$3,078,735	\$2,317,954	
9. 23-year and 24-year amortization (increasing at 4.25% per year) of the UAAL	<u>3,762,284</u>	<u>3,847,116</u>	<u>3,754,329</u>	
10. Total Actuarially Determined Contribution	\$6,675,615	\$6,925,851	\$6,072,283	

Note: Assumes payment at the beginning of the fiscal year.

The key results for the current year and prior year are shown here.

SECTION 2: Valuation Results for the Town of Needham June 30, 2016 OPEB Valuation

FUNDING SCHEDULES

25 Years Closed (7.5% discount rate)

Fiscal Year Ended June 30	(1) Projected Benefit Payments	(2) Normal Cost	(3) Amortization of UAAL	(4) Actuarially Determined Contribution (2) + (3)	(5) Assets	At Fiscal Year End	
						(6) AAL	(7) UAAL (6) - (5)
2017	\$3,958,395	\$2,719,626	\$2,849,297	\$5,568,923	\$30,160,943	\$92,043,272	\$61,882,329
2018	4,455,012	2,814,813	3,257,470	6,072,283	34,331,663	97,353,387	63,021,724
2019	4,952,317	2,913,331	3,762,284	6,675,615	38,948,152	102,652,050	63,703,898
2020	5,465,554	3,015,298	3,922,181	6,937,479	43,660,246	107,925,592	64,265,346
2021	5,969,837	3,120,833	4,088,874	7,209,707	48,495,540	113,185,248	64,689,708
2022	6,394,561	3,230,062	4,262,651	7,492,713	53,557,350	118,516,436	64,959,086
2023	6,720,944	3,343,114	4,443,814	7,786,928	58,976,675	124,030,593	65,053,918
2024	7,170,718	3,460,123	4,632,676	8,092,799	64,664,925	129,617,761	64,952,836
2025	7,522,309	3,581,227	4,829,564	8,410,791	70,757,099	135,389,616	64,632,517
2026	7,886,680	3,706,570	5,034,821	8,741,391	77,283,793	141,351,316	64,067,523
2027	8,295,161	3,836,300	5,248,801	9,085,101	84,245,955	147,476,081	63,230,126
2028	8,709,919	3,970,571	5,471,875	9,442,446	91,684,395	153,774,515	62,090,120
2029	9,145,415	4,109,541	5,704,429	9,813,970	99,628,575	160,243,192	60,614,617
2030	9,602,686	4,253,375	5,946,868	10,200,243	108,109,702	166,877,533	58,767,831
2031	10,082,820	4,402,243	6,199,610	10,601,853	117,160,831	173,671,669	56,510,838
2032	10,586,961	4,556,322	6,463,093	11,019,415	126,816,970	180,618,296	53,801,326
2033	11,116,309	4,715,793	6,737,774	11,453,567	137,115,193	187,708,511	50,593,318
2034	11,672,124	4,880,846	7,024,130	11,904,976	148,094,766	194,931,643	46,836,877
2035	12,255,731	5,051,676	7,322,655	12,374,331	159,797,267	202,275,056	42,477,789
2036	12,868,517	5,228,485	7,633,868	12,862,353	172,266,729	209,723,944	37,457,215
2037	13,511,943	5,411,482	7,958,308	13,369,790	185,549,777	217,261,102	31,711,325
2038	14,187,540	5,600,884	8,296,536	13,897,420	199,695,782	224,866,680	25,170,898
2039	14,896,917	5,796,915	8,649,138	14,446,053	214,757,021	232,517,912	17,760,891
2040	15,641,763	5,999,807	9,016,727	15,016,534	230,788,846	240,188,823	9,399,977
2041	16,423,851	6,209,800	9,399,938	15,609,738	247,849,866	247,849,866	0

Notes: Benefit payments are assumed to be payable in the middle of the fiscal year.

Contributions are assumed to be made at the beginning of the fiscal year.

Normal cost is projected to increase 3.5% per year and does not reflect the future impact of pension reform for new hires.

Amortization payments calculated to increase 4.25% per year

Assets are assumed to return 7.5% per year.

Actuarially Determined Contributions for fiscal 2017 and 2018 are set to previously budgeted amounts.

SECTION 2: Valuation Results for the Town of Needham June 30, 2016 OPEB Valuation

25 Years Closed (7.25% discount rate)						
Fiscal Year Ended June 30	(1) Projected Benefit Payments	(2) Normal Cost	(3) Amortization of UAAL	(4) Actuarially Determined Contribution (2) + (3)	At Fiscal Year End	
					(5) Assets	(6) AAL
2017	\$3,958,395	\$2,874,032	\$2,694,891	\$5,568,923	\$30,086,030	\$94,644,089
2018	4,455,012	2,974,623	3,097,660	6,072,283	34,166,110	100,082,388
2019	4,952,317	3,078,735	3,847,116	6,925,851	38,942,431	105,511,607
2020	5,465,554	3,186,491	4,010,618	7,197,109	43,824,443	110,918,496
2021	5,969,837	3,298,018	4,181,070	7,479,088	48,840,579	116,314,754
2022	6,394,561	3,413,449	4,358,765	7,772,214	54,094,913	121,786,190
2023	6,720,944	3,532,920	4,544,013	8,076,933	59,718,989	127,444,430
2024	7,170,718	3,656,572	4,737,133	8,393,705	65,624,756	133,179,716
2025	7,522,309	3,784,552	4,938,461	8,723,013	71,947,761	139,103,956
2026	7,886,680	3,917,011	5,148,346	9,065,357	78,718,999	145,222,417
2027	8,295,161	4,054,106	5,367,151	9,421,257	85,939,825	151,508,471
2028	8,709,919	4,196,000	5,595,255	9,791,255	93,651,454	157,972,916
2029	9,145,415	4,342,860	5,833,053	10,175,913	101,883,715	164,612,534
2030	9,602,686	4,494,860	6,080,958	10,575,818	110,668,156	171,422,987
2031	10,082,820	4,652,180	6,339,398	10,991,578	120,038,138	178,398,689
2032	10,586,961	4,815,006	6,608,823	11,423,829	130,028,936	185,532,664
2033	11,116,309	4,983,531	6,889,698	11,873,229	140,677,847	192,816,394
2034	11,672,124	5,157,955	7,182,510	12,340,465	152,024,304	200,239,654
2035	12,255,731	5,338,483	7,487,767	12,826,250	164,109,991	207,790,324
2036	12,868,517	5,525,330	7,805,997	13,331,327	176,978,974	215,454,200
2037	13,511,943	5,718,717	8,137,752	13,856,469	190,677,831	223,214,772
2038	14,187,540	5,918,872	8,483,606	14,402,478	205,255,791	231,052,993
2039	14,896,917	6,126,033	8,844,159	14,970,192	220,764,885	238,947,023
2040	15,641,763	6,340,444	9,220,036	15,560,480	237,260,098	246,871,952
2041	16,423,851	6,562,360	9,611,888	16,174,248	254,799,537	254,799,537
						\$64,558,059
						65,916,278
						66,569,176
						67,094,053
						67,474,175
						67,691,277
						67,725,441
						67,554,960
						67,156,195
						66,503,418
						65,568,646
						64,321,462
						62,728,819
						60,754,831
						58,360,551
						55,503,728
						52,138,547
						48,215,350
						43,680,333
						38,475,226
						32,536,941
						25,797,202
						18,182,138
						9,611,854
						0

Notes: Benefit payments are assumed to be payable in the middle of the fiscal year.

Contributions are assumed to be made at the beginning of the fiscal year.

Normal cost is projected to increase 3.5% per year and does not reflect the future impact of pension reform for new hires.

Amortization payments calculated to increase 4.25% per year

Assets are assumed to return 7.25% per year.

Actuarially Determined Contributions for fiscal 2017 and 2018 are set to previously budgeted amounts.

SECTION 2: Valuation Results for the Town of Needham June 30, 2016 OPEB Valuation

DEPARTMENT RESULTS

Actuarial Accrued Liability (AAL) and Actuarially Determined Contribution – 7.5% discount rate

Actuarial Accrued Liability by Participant Category	Fire	Other	Police	RTS	School	Sewer	Water	Total
1. Current retirees, beneficiaries and dependents	\$5,960,218	\$7,659,800	\$3,562,443	\$75,573	\$25,760,351	\$505,039	\$518,617	\$44,042,041
2. Current active employees	4,818,505	7,891,668	3,546,497	169,450	24,091,013	778,604	756,533	42,052,270
3. Current vested terminated employees	0	536,216	0	0	89,311	0	0	625,527
4. Total actuarial accrued liability: (1) + (2) + (3)	\$10,778,723	\$16,087,684	\$7,108,940	\$245,023	\$49,940,675	\$1,283,643	\$1,275,150	\$86,719,838
5. Actuarial value of assets	3,269,616	4,880,036	2,156,425	74,325	15,148,997	389,380	386,804	26,305,583
6. Unfunded actuarial accrued liability (UAAL): (4) - (5)	\$7,509,107	\$11,207,648	\$4,952,515	\$170,698	\$34,791,678	\$894,263	\$888,346	\$60,414,255
7. Funded ratio: (5) / (4)	30.33%	30.33%	30.33%	30.33%	30.33%	30.33%	30.33%	30.33%
Actuarially Determined Contribution for fiscal year beginning July 1, 2018								
8. Normal Cost as of beginning of year	\$340,173	\$508,869	\$246,081	\$26,362	\$1,716,740	\$30,134	\$44,972	\$2,913,331
9. 23-year amortization (increasing at 4.25% per year) of the UAAL	467,628	697,954	308,417	10,630	2,166,643	55,690	55,322	3,762,284
10. Total Actuarially Determined Contribution	\$807,801	\$1,206,823	\$554,498	\$36,992	\$3,883,383	\$85,824	\$100,294	\$6,675,615

Notes: Assets are allocated in proportion to the accrued liability.
Assumes payment in the beginning of the fiscal year.

SECTION 2: Valuation Results for the Town of Needham June 30, 2016 OPEB Valuation

June 22, 2017

ACTUARIAL CERTIFICATION

This is to certify that Segal Consulting, a Member of The Segal Group, Inc. has conducted an actuarial valuation of certain benefit obligations of the Town of Needham other postemployment benefit programs as of June 30, 2016, in accordance with generally accepted actuarial principles and practices.

The actuarial valuation is based on the plan of benefits verified by the Town of Needham and on asset, participant and premium data provided by the Town of Needham or from vendors employed by the Town of Needham. Segal Consulting does not audit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. Segal, however, does review the data for reasonableness and consistency.

The actuarial computations made are for purposes of calculating an Actuarially Determined Contribution. Determinations for other purposes may be significantly different from the results reported here. Accordingly, additional determinations may be needed for other purposes, such as judging benefit security at termination.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: retiree group benefits program experience differing from that anticipated by the assumptions; changes in assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in retiree group benefits program provisions or applicable law. Retiree group benefits models necessarily rely on the use of approximations and estimates, and are sensitive to changes in these approximations and estimates. Small variations in these approximations and estimates may lead to significant changes in actuarial measurements. The scope of the assignment did not include performing an analysis of the potential range of such future measurements.

The signing actuaries are members of the American Academy of Actuaries and collectively meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, this report is complete and accurate. Further, in our opinion, the assumptions are reasonably related to the experience and expectations of the postemployment benefit programs.



Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary



Daniel J. Rhodes, FSA, MAAA
Vice President and Consulting Actuary

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

This exhibit summarizes the participant data used for the current and prior valuations.

EXHIBIT I Summary of Participant Data

	June 30, 2016	June 30, 2015
Active employees covered for medical benefits		
Number of employees	324	333
Male		
Female	<u>493</u>	<u>491</u>
Total	817	824
Average age	46.0	45.8
Average service	11.4	11.2
Current vested terminated individuals		
Number of individuals	17	18
Average age	58	57.3
Retired employees, spouses and beneficiaries covered for medical benefits		
Number of individuals	907	904
Average age	74.5	74.2

*Notes: June 30, 2016 counts include 58 surviving spouses that pay 100% of the required premium for coverage.
June 30, 2015 counts include 59 surviving spouses that pay 100% of the required premium for coverage.*

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

EXHIBIT II

Actuarial Assumptions and Actuarial Cost Method

Data:

Detailed census data, premium rates and summary plan descriptions for postemployment welfare benefits were provided by the Town of Needham.

Actuarial Cost Method:

Entry Age Normal – Level percentage of payroll (previously, Projected Unit Credit)

Per Capita Cost Development:

Per capita costs were based on the fully insured premium rates effective January 1, 2017 for Medicare plans and July 1, 2016 for non-Medicare plans. Premiums were combined by taking a weighted average based on the number of participants in each plan, and were then trended to the midpoint of the valuation year at assumed trend rates. For plans that are not community rated, actuarial factors were applied to the premium to estimate individual retiree and spouse costs by age and by gender.

Measurement Date:

June 30, 2016

The results of the June 30, 2016 actuarial valuation were used to determine the Actuarially Determined Contribution for the fiscal year ending June 30, 2019. Assets and liabilities were rolled forward from June 30, 2016 to June 30, 2019 using standard actuarial techniques.

Expected Return on Assets:

7.5%

Illustrations show hypothetical assets under funding scenarios are based on the long term expected rate of return of a diversified investment portfolio, such as the PRIT Fund. The expected return of the PRIT Fund was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce a long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Discount Rate:

7.5% discount rate is equal to expected return on assets.

Salary Increases:

4.75% for Group 1, Group 2 and Teacher employees, 5.25% for Group 4 employees.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Asset Valuation Method:	Market value
Mortality Rates:	
<i>Pre-Retirement (Non-Teachers)</i>	RP-2000 Employee Mortality Table projected generationally with Scale BB2D from 2009 (previously, RP-2000 Combined Healthy Mortality Table projected generationally with Scale AA)
<i>Healthy (Non-Teachers)</i>	RP-2000 Healthy Annuitant Mortality Table projected generationally with Scale BB2D from 2009 (previously, RP-2000 Combined Healthy Mortality Table projected generationally with Scale AA)
<i>Disabled (Non-Teachers)</i>	RP-2000 Healthy Annuitant Mortality Table projected generationally with Scale BB2D from 2015 (previously, RP-2000 Combined Healthy Mortality Table set forward 2 years projected generationally with Scale AA)
<i>Pre-Retirement (Teachers)</i>	RP-2014 Employee Mortality Table projected generationally with Scale BB2D from 2014
<i>Healthy (Teachers)</i>	RP-2014 Healthy Annuitant Mortality Table projected generationally with Scale BB2D from 2014
<i>Disabled (Teachers)</i>	RP-2014 Healthy Annuitant Mortality Table set forward 4 years projected generationally with Scale BB2D from 2014
	The underlying tables with generational projection to the ages of participants as of the measurement date reasonably reflect the mortality experience of the plan as of the measurement date. The mortality tables were then adjusted to future years using generational projection to reflect future mortality improvement between the measurement date and those years.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Non-Teacher Annuitant Mortality Rates:

Age	Male	Female
60	0.82	0.62
70	2.22	1.67
80	6.44	4.59
90	18.34	13.17

Note: Rates shown are before generational projection.

Teacher Annuitant Mortality Rates:

Age	Male	Female
60	0.78	0.52
70	1.68	1.29
80	4.47	3.48
90	13.59	10.17

Note: Rates shown are before generational projection.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Termination Rates before Retirement:

Groups 1 and 2 (excluding Teachers) - Rate per year (%)			
Age	Mortality		Disability
	Male	Female	
20	0.03	0.02	0.01
25	0.04	0.02	0.02
30	0.04	0.03	0.03
35	0.08	0.05	0.06
40	0.11	0.07	0.10
45	0.15	0.11	0.15
50	0.21	0.17	0.19
55	0.30	0.25	0.24
60	0.49	0.39	0.28

Notes: 55% of the rates shown represent accidental disability and death.
Rates shown are before generational projection.

Group 4 - Rate per year (%)

Age	Mortality		Disability
	Male	Female	
20	0.03	0.02	0.10
25	0.04	0.02	0.20
30	0.04	0.03	0.30
35	0.08	0.05	0.30
40	0.11	0.07	0.30
45	0.15	0.11	1.00
50	0.21	0.17	1.25
55	0.30	0.25	1.20
60	0.49	0.39	0.85

Notes: 90% of the rates shown represent accidental disability and death.
Rates shown are before generational projection.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Age	Teachers - Rate per year (%)		
	Mortality	Female	Disability
20	Male 0.04	0.02	0.00
25	0.05	0.02	0.01
30	0.05	0.02	0.01
35	0.05	0.03	0.01
40	0.06	0.04	0.01
45	0.10	0.07	0.03
50	0.17	0.11	0.05
55	0.28	0.17	0.07
60	0.47	0.24	0.07

Notes: 35% of the rates shown represent accidental disability.
 75% (previously, 55%) of the death rates shown represent accidental death.
 Rates shown are before generational projection.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Withdrawal Rates:

Years of Service	Rate per year (%)		
	Groups 1 and 2	Years of Service	Group 4
0	15.0	0-10	1.5
1	12.0	11+	0.0
2	10.0		
3	9.0		
4	8.0		
5	7.6		
6	7.5		
7	6.7		
8	6.3		
9	5.9		
10	5.4		
11	5.0		
12	4.6		
13	4.1		
14	3.7		
15	3.3		
16-20	2.0		
21-29	1.0		
30+	0.0		

Teachers - Rate per year (%)

Age	0 - 4 Years of Service		5 - 9 Years of Service		10+ Years of Service	
	Male	Female	Male	Female	Male	Female
20	13.0	10.0	5.5	7.0	1.5	5.0
30	15.0	15.0	5.4	8.8	1.5	4.5
40	13.3	10.5	5.2	5.0	1.7	2.2
50	16.2	9.8	7.0	5.0	2.3	2.0

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Retirement Rates:

		Rate per year (%)		Group 4	
		Groups 1 and 2		Male and Female	
Age		Male	Female	Age	
50		1.0	1.5	45	1.0
51		1.0	1.5	46	1.0
52		1.0	2.0	47	1.0
53		1.0	2.5	48	1.0
54		2.0	2.5	49	1.0
55		2.0	5.5	50	2.0
56		2.5	6.5	51	2.0
57		2.5	6.5	52	2.0
58		5.0	6.5	53	5.0
59		6.5	6.5	54	7.5
60		12.0	5.0	55	15.0
61		20.0	13.0	56	10.0
62		30.0	15.0	57	10.0
63		25.0	12.5	58	10.0
64		22.0	18.0	59	15.0
65		40.0	15.0	60	20.0
66		25.0	20.0	61	20.0
67		25.0	20.0	62	25.0
68		30.0	25.0	63	25.0
69		30.0	20.0	64	30.0
70		100.0	100.0	65	100.0

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Age	Teachers - Rate per year (%)					
	Years of Service					
	Less than 20		20 - 29		30 or more	
	Male	Female	Male	Female	Male	Female
50 - 52	--	--	1.0	1.0	2.0	1.5
53	--	--	1.5	1.0	2.0	1.5
54	--	--	2.5	1.0	2.0	2.0
55	5.0	3.0	3.0	3.0	6.0	5.0
56	5.0	3.0	6.0	5.0	20.0	15.0
57	5.0	4.0	10.0	8.0	40.0	35.0
58	5.0	8.0	15.0	10.0	50.0	35.0
59	10.0	8.0	20.0	15.0	50.0	35.0
60	10.0	10.0	25.0	20.0	40.0	35.0
61	20.0	12.0	30.0	25.0	40.0	35.0
62	20.0	12.0	35.0	30.0	35.0	35.0
63	25.0	15.0	40.0	30.0	35.0	35.0
64	25.0	20.0	40.0	30.0	35.0	35.0
65	25.0	25.0	40.0	40.0	35.0	35.0
66	30.0	25.0	30.0	30.0	40.0	35.0
67	30.0	30.0	30.0	30.0	40.0	30.0
68	30.0	30.0	30.0	30.0	40.0	30.0
69	30.0	30.0	30.0	30.0	40.0	30.0
70	100.0	100.0	100.0	100.0	100.0	100.0

Dependents:

Demographic data was available for spouses of current retirees. For future retirees, husbands were assumed to be three years older than their wives. For future retirees who elect to continue their health coverage at retirement, 60% were assumed to have an eligible spouse who also opts for health coverage at that time.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Per Capita Health Costs:

Fiscal year 2016 – 2017 medical and prescription drug claims costs are shown in the table below for retirees and for spouses at selected ages. These costs are net of deductibles and other benefit plan cost sharing provisions.

Age	Non-Medicare Plans				Medicare Plans			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
45	\$9,103	\$11,419	\$5,646	\$8,524	N/A	N/A	N/A	N/A
50	10,804	12,306	7,546	9,881	N/A	N/A	N/A	N/A
55	12,831	13,247	10,098	11,437	N/A	N/A	N/A	N/A
60	15,238	14,279	13,518	13,265	N/A	N/A	N/A	N/A
65	18,097	15,382	18,097	15,382	\$3,788	\$3,220	\$3,788	\$3,220
70	20,974	16,577	20,974	16,577	4,390	3,470	4,390	3,470
75	22,603	17,844	22,603	17,844	4,731	3,735	4,731	3,735
80	24,340	19,237	24,340	19,237	5,095	4,027	5,095	4,027

Weighted Average Annual Retiree Contribution Amount:

	Retiree	Surviving Spouse
Non-Medicare:	\$3,570	\$11,961
Medicare Supplement:	1,562	4,138
Medicare Advantage Plan:	1,705	3,410

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Health Care Cost Trend Rates:

Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. The rates shown below are "net" and are applied to the net per capita costs shown above. The trend shown for a particular plan year is the rate that is applied to that year's cost to yield the next year's projected cost.

Year Ending June 30	Non-Medicare	Medicare
2017	14.6%	8.5%
2018	7.0%	8.0%
2019	6.5%	7.5%
2020	6.0%	7.0%
2021	5.5%	6.5%
2022	5.0%	6.0%
2023	5.0%	5.5%
2024 & later	5.0%	5.0%

The trend rate assumptions were developed using Segal's internal guidelines, which are established each year using data sources such as the 2017 Segal Health Trend Survey, internal client results, trends from other published surveys prepared by the S&P Dow Jones Indices, consulting firms and brokers, and CPI statistics published by the Bureau of Labor Statistics.

First-year trend for Non-Medicare plans reflects known premium increases for the fiscal year ending June 30, 2018.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Retiree Contribution Increase Rate:

Non-Medicare and Medicare retiree contributions for medical and prescription drug coverage are expected to increase with the respective medical trends shown above.

Participation and Coverage Election:

105% of active employees with coverage are assumed to elect retiree coverage.

100% of retirees over age 65 are assumed to remain with their current medical plan for life.

For future retirees hired before 1986 and current retirees under age 65, 90% are assumed to be eligible for Medicare and are assumed to enroll in a Medicare Supplement plan upon reaching age 65, 5% are assumed to be eligible for Medicare and are assumed to enroll in a Medicare Advantage Plan and 5% are assumed to be ineligible for Medicare and to remain enrolled in a non-Medicare plan.

For future retirees hired after 1986, 95% are assumed to be eligible for Medicare and are assumed to enroll in a Medicare Supplement Plan upon reaching age 65 and 5% were assumed to be eligible for Medicare and were assumed to enroll in a Medicare Advantage Plan upon reaching age 65.

20% of current and future terminated vested participants are assumed to enroll in medical and dental coverage at age 55.

Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.

Administrative Expenses:

Administrative expenses are assumed to be included in the fully insured premium rates.

Missing Participant Data:

A missing census item for a given participant was assumed to equal the average value of that item over all other participants of the same status for whom the item is known.

Health Care Reform Assumption:

This valuation does not include the potential impact of any future changes due to the Patient Protection and Affordable Care Act (PPACA) and the Health Care and Education Reconciliation Act (HCERA) of 2010 other than the excise tax on high cost health plans beginning in 2020 (reflected with this valuation) and those previously adopted as of the valuation date. The excise tax in this valuation increased the actuarial accrued liability by 3.6% and normal cost by 3.5%.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Demographic and Salary Scale Assumptions:

The demographic assumptions such as mortality, disability, turnover, and relative ages of spouses, and the salary increase assumption, used in this valuation for non-teachers were based on the Town of Needham Contributory Retirement System Actuarial Valuation and Review as of January 1, 2015, dated November 20, 2015. The demographic assumptions used in this valuation for teachers are the same as used in the Teachers' Retirement System Actuarial Valuation Report as of January 1, 2016, dated October 13, 2016 completed by PERAC. The Group 1 salary scale assumption for non-teachers was used for teachers because the difference in the assumptions did not have a material effect on the valuation results. The percent married and enrollment elections were based on the experience of the Town and the experience of similar plans. A review of the demographic and salary scale assumptions is beyond the scope of this assignment; however, we have no reason to doubt the reasonableness of the assumptions.

Justification for Assumption Changes Since Prior Valuation:

Based on past experience and future expectations, the following actuarial assumptions were changed:

- > The per capita health costs were updated to reflect current experience.
- > The Non-Medicare trend assumption was revised to reflect current experience.
- > The mortality assumption for non-teachers assumptions were updated to reflect future mortality improvement.
- > The excise tax on high cost health plans beginning in 2020 was recalculated with this valuation.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

EXHIBIT III Summary of Plan

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility:

Retired and receiving a pension from the Town of Needham Contributory Retirement System or the Massachusetts Teachers' Retirement System.

*Members hired before
April 2, 2012*

Group 1 and Group 2 (including Teachers):

- > Retirees with at least 10 years of creditable service are eligible at age 55;
- > Retirees with at least 20 years of creditable service are eligible at any age.

Group 4

- > Retirees are eligible at age 55;
- > Retirees with at least 20 years of creditable service are eligible at any age.

*Members hired on or
after April 2, 2012*

Group 1 (including Teachers):

- > Retirees with at least 10 years of creditable service are eligible at age 60.

Group 2

- > Retirees with at least 10 years of creditable service are eligible at age 55.

Group 4

- > Retirees are eligible at age 55;
- > Retirees with at least 10 years of creditable service are eligible at age 50.

Disability: Accidental (job-related) Disability has no age or service requirement. Ordinary (non-job related) Disability has no age requirement but requires 10 years of creditable service.

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

Pre-Retirement Death: Surviving spouses of members who die in active service on Accidental (job-related) Death are eligible at any age. Surviving spouses of members who die in active service on Ordinary (non-job related) Death are eligible after two years of service.

Post-Retirement Death: Surviving spouse is eligible.

Benefit Types:

The Town of Needham participates in the West Suburban Health Group. Medical and prescription drug benefits are provided to all eligible retirees through plans offered by Harvard Pilgrim, Blue Cross Blue Shield of Massachusetts, Tufts and Fallon Health. The Town of Needham pays 50% of the retiree life insurance premium of \$2,000 face value life insurance.

Duration of Coverage:

Lifetime.

Dependent Benefits:

Medical and Prescription Drugs. Surviving spouses pay 100% of the required premium for coverage.

Dependent Coverage:

Benefits are payable to a spouse for their lifetime, regardless of when the retirees dies.

MGL Chapter 32B, Section 18A:

Adopted October 28, 1991

Retiree Contributions:

Premium rates and retiree contributions as of July 1, 2016 and January 1, 2017 are summarized below:

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

	Subscribers			65 and over*	Monthly Premium (eff. 7/1/2016)	Town cost	Retiree cost	Retiree Cost %
	Active	Retiree	Total					
<u>Non-Medicare Actives and Retirees</u>								
Harvard Pilgrim Rate Saver								
Individual	255	39	294		\$799.00	\$611.24	\$187.76	23.50%
Family	357	24	381		\$2,081.00	\$1,435.89	\$645.11	31.00%
Tufts Navigator Rate Saver								
Individual	52	15	67	8	\$841.00	\$627.39	\$213.61	25.40%
Family	43	3	46	1	\$2,203.00	\$1,405.51	\$797.49	36.20%
Blue Choice Rate Saver								
Individual	24	16	40	10	\$885.00	\$658.44	\$226.56	25.60%
Family	28	1	29	0	\$2,374.00	\$1,566.84	\$807.16	34.00%
Fallon SelectCare Rate Saver								
Individual	18	0	18	0	\$639.00	\$488.84	\$150.16	23.50%
Family	32	0	32	0	\$1,721.00	\$1,187.49	\$533.51	31.00%
Fallon DirectCare Rate Saver								
Individual	5	0	5	0	\$596.00	\$455.94	\$140.06	23.50%
Family	0	0	0	0	\$1,600.00	\$1,104.00	\$496.00	31.00%
Harvard Pilgrim PPO								
Individual	0	2	2	2	\$2,336.00	\$1,168.00	\$1,168.00	50.00%
Family	0	0	0	0	\$5,187.00	\$2,593.50	\$2,593.50	50.00%
Fallon DirectCare Benchmark								
Individual	0	0	0	0	\$550.00	\$420.75	\$129.25	23.50%
Family	1	0	1	0	\$1,480.00	\$1,021.20	\$458.80	31.00%
Harvard Pilgrim Benchmark								
Individual	0	0	0	0	\$735.00	\$562.28	\$172.72	23.50%
Family	1	0	1	0	\$1,915.00	\$1,321.35	\$593.65	31.00%
Blue Choice Benchmark								
Individual	1	0	1	0	\$814.00	\$605.62	\$208.38	25.60%
Family	0	0	0	0	\$2,184.00	\$1,441.44	\$742.56	34.00%
Non-Medicare Total	817	100	917	38				

SECTION 3: Supporting Information for the Town of Needham June 30, 2016 OPEB Valuation

	Active	Retiree	Total	Monthly Premium (eff. 1/1/2017)	Town cost	Retiree cost	Retiree Cost %
<u>Medicare Retirees - Experience Rated</u>							
MEDEX	N/A	128	128	\$379.00	\$189.50	\$189.50	50.00%
Managed Blue for Seniors	N/A	80	80	\$345.00	\$234.60	\$110.40	32.00%
Tufts Medicare Plus	N/A	223	223	\$354.00	\$240.72	\$113.28	32.00%
Harvard Pilgrim Medicare Enhance	N/A	10	10	\$342.00	\$171.00	\$171.00	50.00%
<u>Medicare Advantage Plans</u>							
Tufts Medicare Preferred	N/A	35	35	\$296.00	\$148.00	\$148.00	50.00%
Medicare Total		476	476				
Retiree Total**		576					

* 38 of 514 over-65 retirees are in a non-Medicare plan.

** In addition, there are 331 spouses of retirees covered under an individual or family policy.

Retiree Life:

\$2,000

Plan Changes

Since the Prior Valuation:

None.

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**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Public Safety Building Project Update
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Town Manager will update the Board on the progress of the public safety building project.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
3.	BACK UP INFORMATION ATTACHED
(Describe backup below)	
a. Finance Committee Presentation Revised 8.11.2017 PowerPoint	

NEEDHAM POLICE & FIRE HQ NEEDHAM FIRE STATION #2



REVISED Finance Committee

KESTLE BOOS
associates, inc
in association with



Needham, MA
Revised August 11, 2017





HEADQUARTERS - EXISTING PARKING

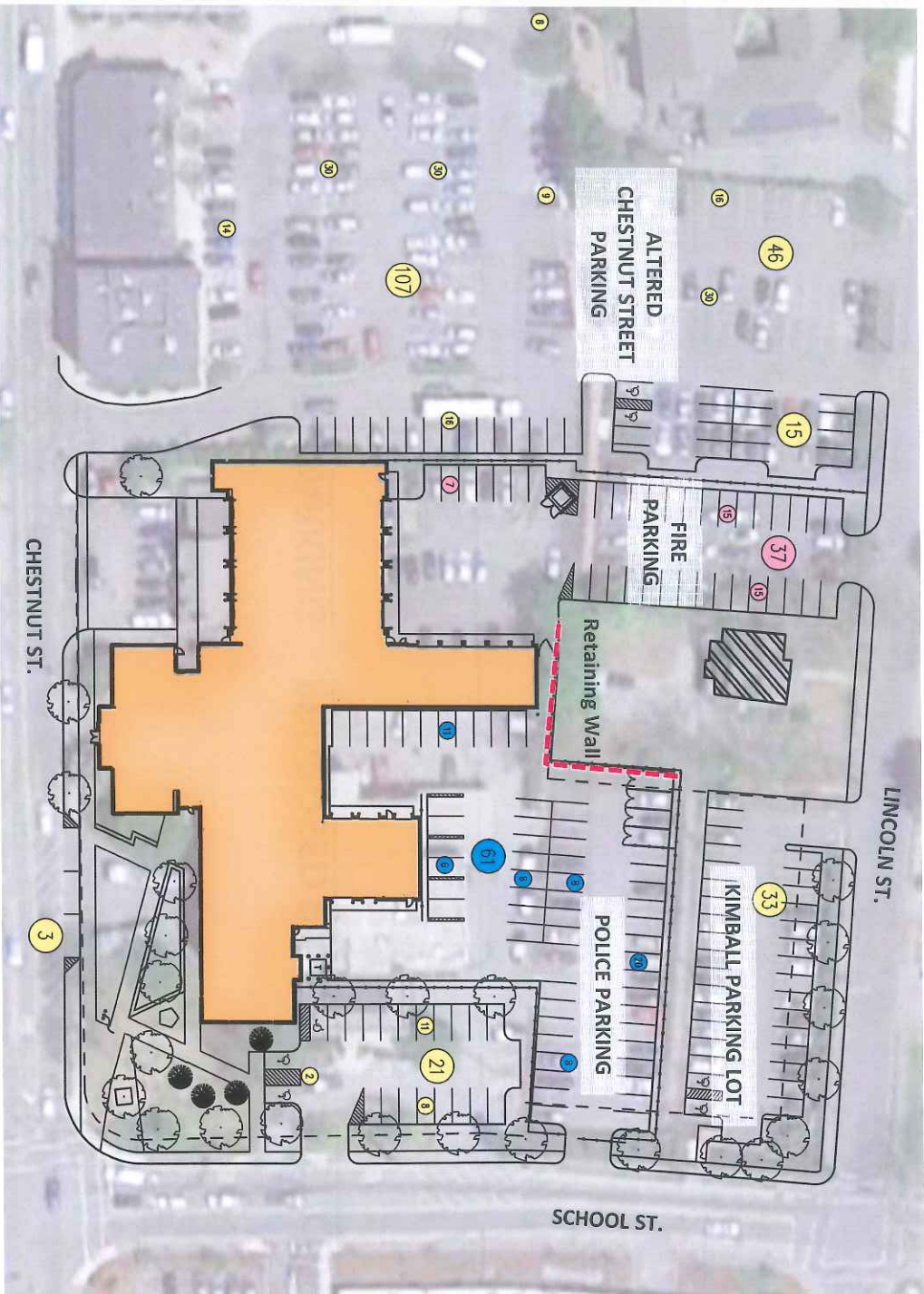


PARKING LEGEND

-  = POLICE
-  = FIRE
-  = PUBLIC



HEADQUARTERS - PROPOSED PARKING



PARKING LEGEND

- = POLICE
- = FIRE
- = PUBLIC



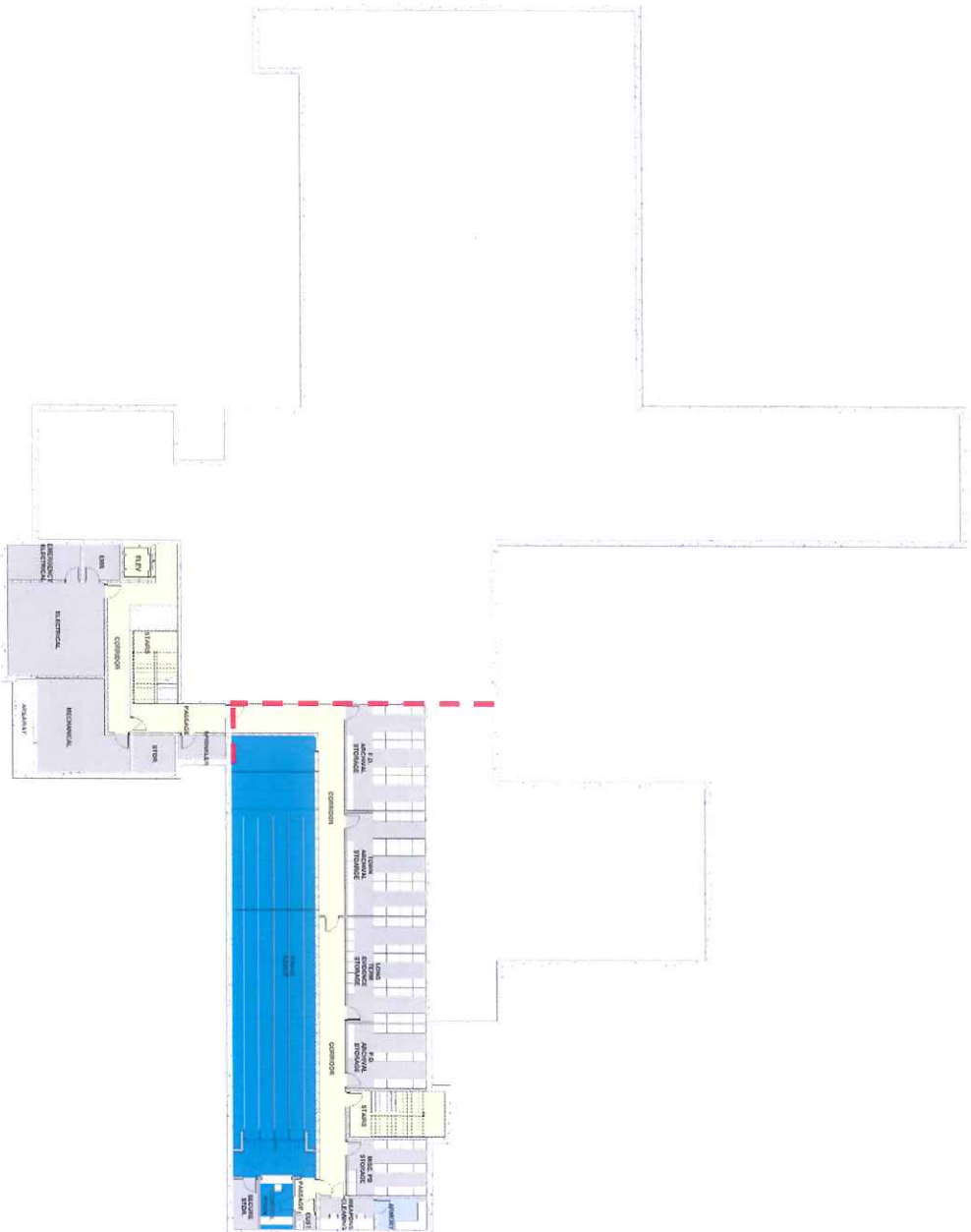
PARKING REVISIONS - REVISED 8/11/17

	<u>EXISTING PARKING</u>	<u>PROPOSED PARKING</u>	<u>NET CHANGE</u>
<u>POLICE</u>	59	61	+2
<u>FIRE</u>	26	37	+11
<u>PUBLIC</u>	237	225*	-12

* INCLUDES 21 PUBLIC SPACES FOR POLICE & FIRE BUSINESS & COMMUNITY ROOM ONLY



BASEMENT LEVEL FLOOR PLAN



- COLOR LEGEND
- BUILDING SUPPORT
 - CIRCULATION
 - FIRING RANGE
 - POLICE OPERATIONS



MAIN LEVEL FLOOR PLAN

KNESTLE BOOS
associates, inc

MITCHELL
MA ASSOCIATES
ARCHITECTS
FIREMATIC CONSULTANTS

FD Staff Entrance



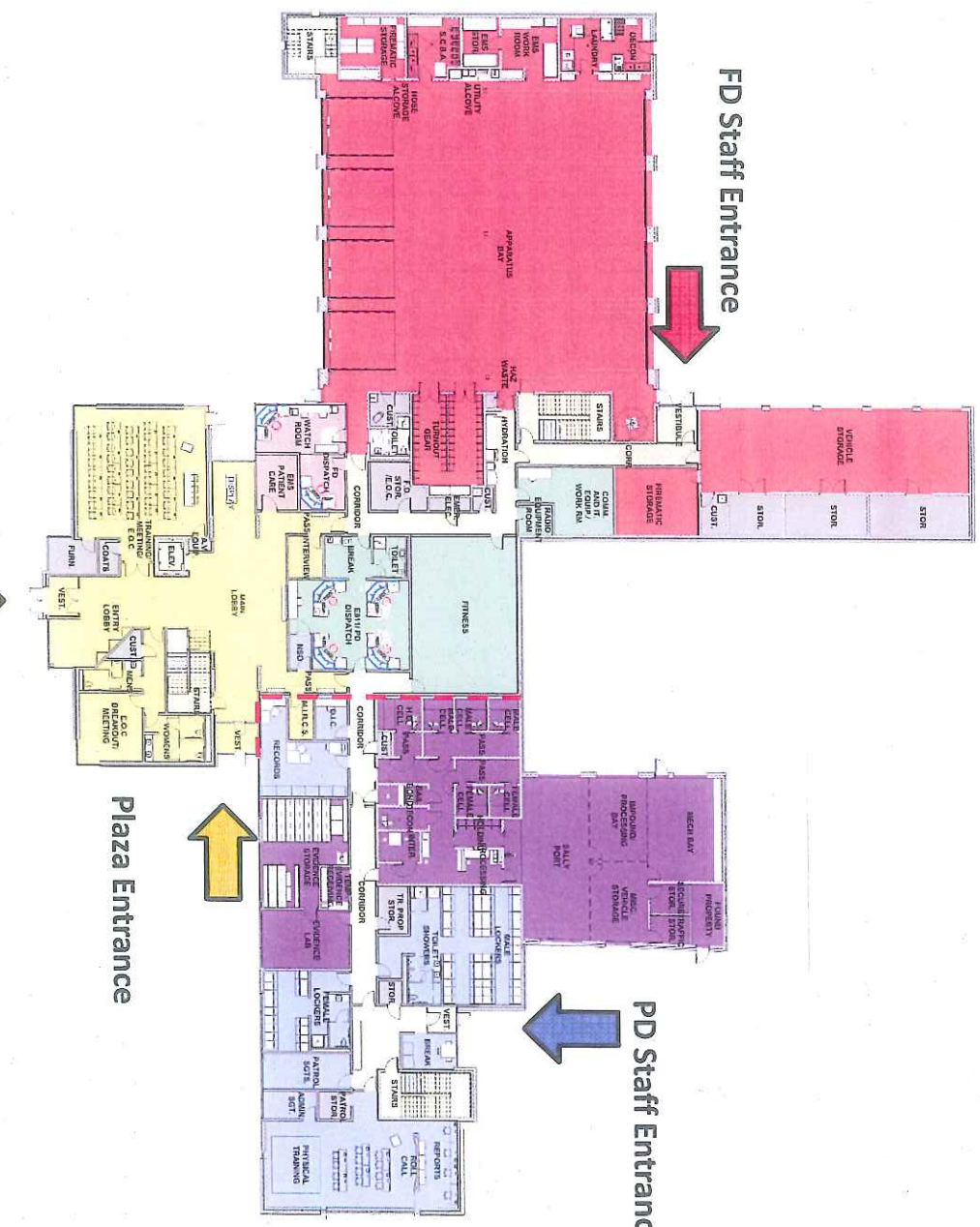
PD Staff Entrance



Plaza Entrance



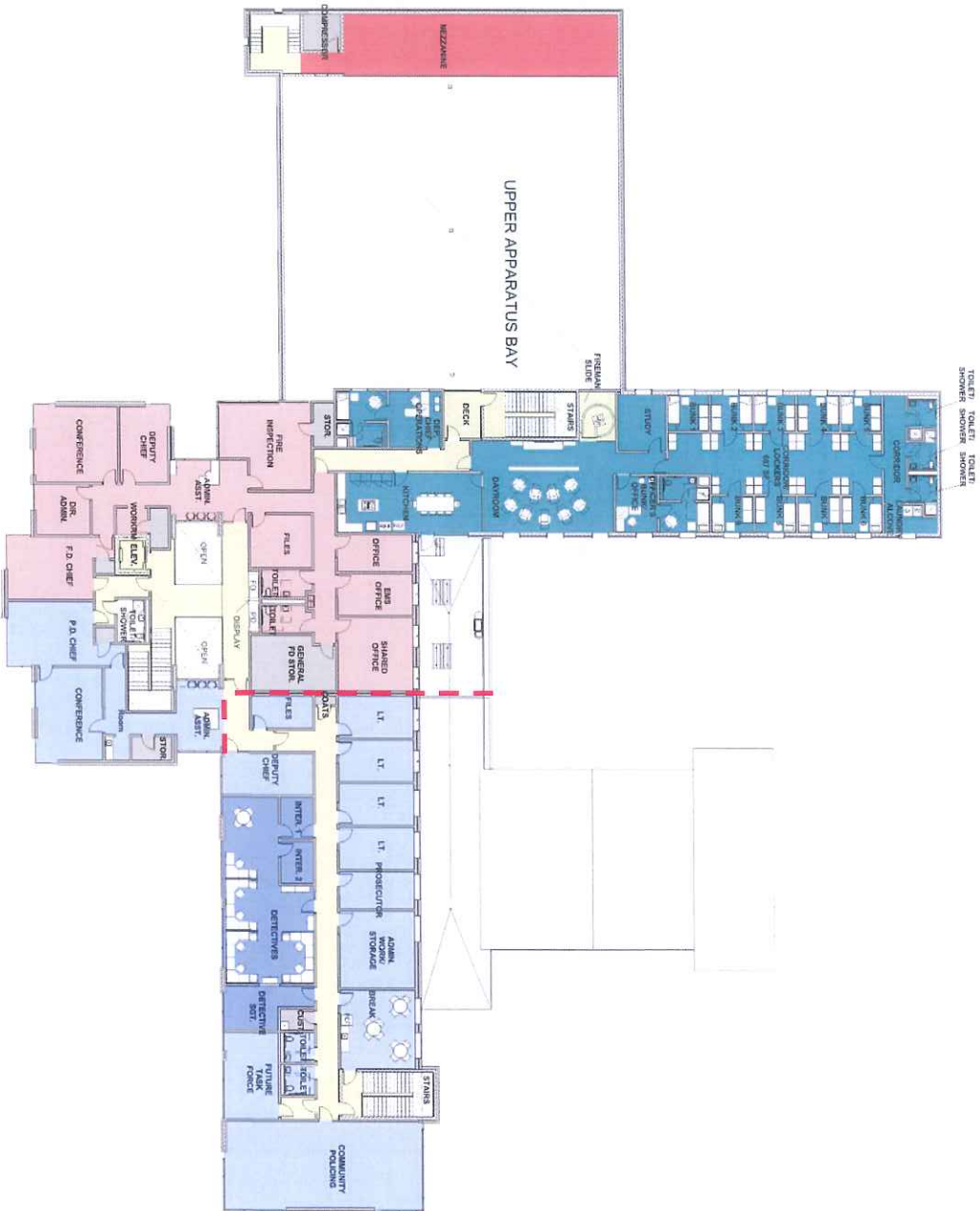
Main Entrance



- COLOR LEGEND
- APPARATUS BAYS
 - BUILDING SUPPORT
 - CIRCULATION
 - DETENTION
 - FIRE OPERATIONS
 - POLICE OPERATIONS
 - PUBLIC
 - SHARED SPACES



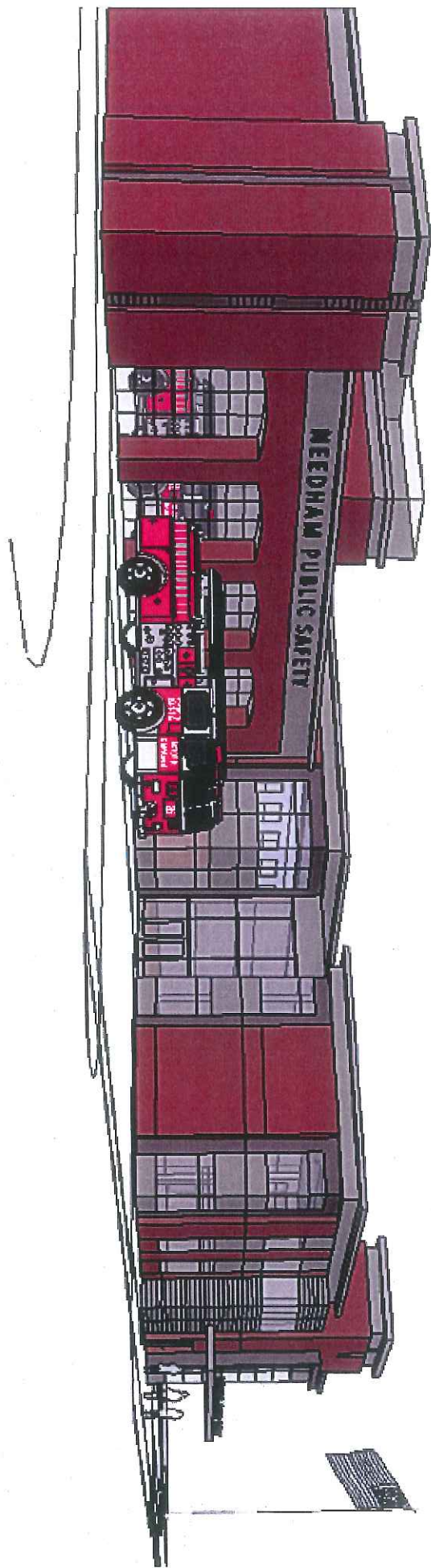
UPPER LEVEL FLOOR PLAN

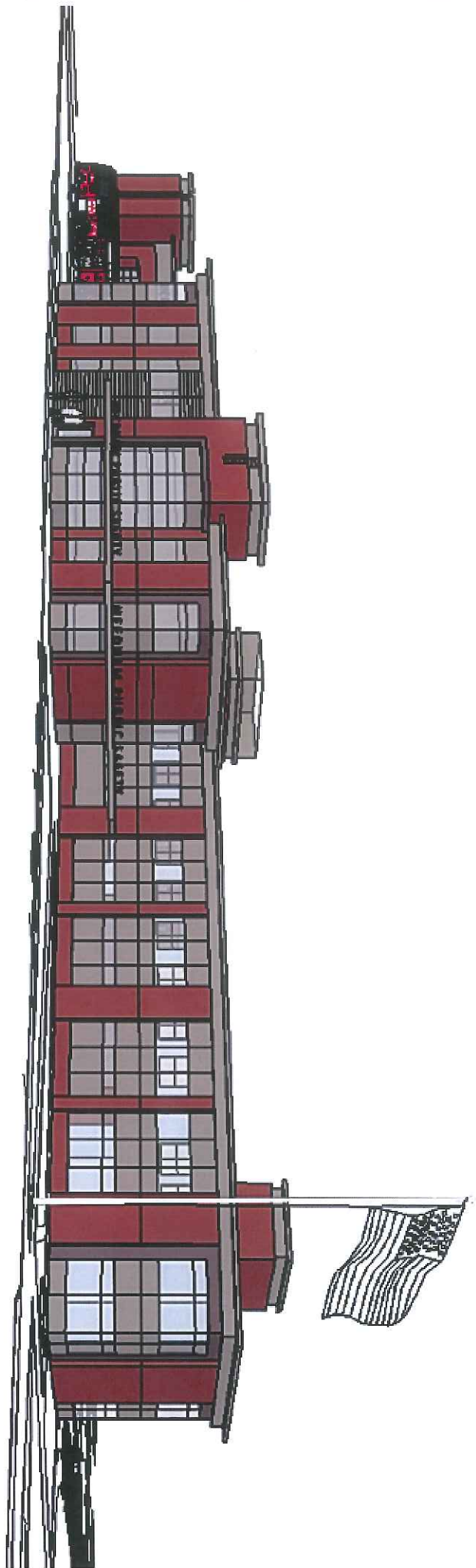


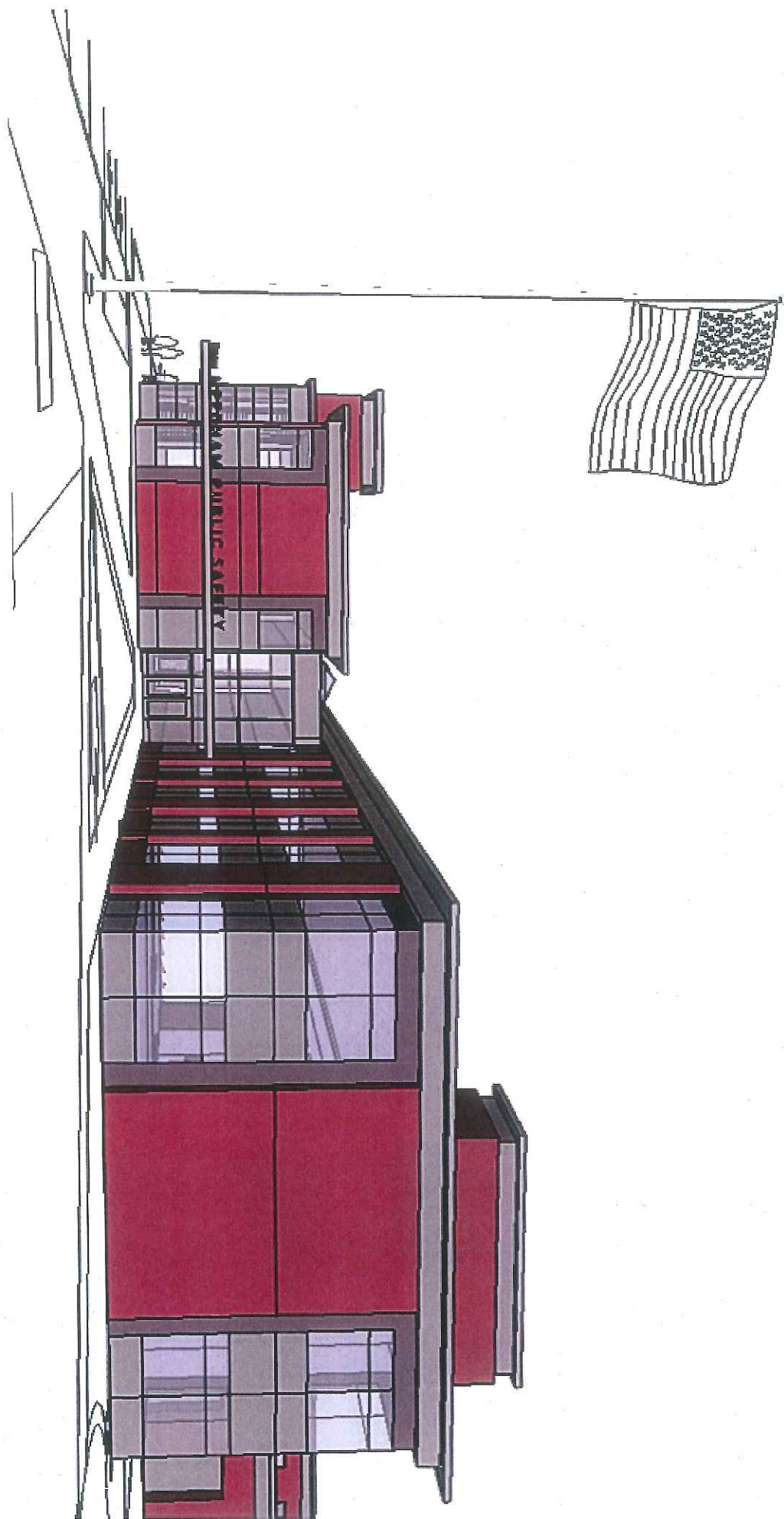
- COLOR LEGEND
- APPARATUS BAYS
 - BUILDING SUPPORT
 - CIRCULATION
 - DETECTIVES
 - FIRE OPERATIONS
 - LIVING QUARTERS
 - POLICE OPERATIONS

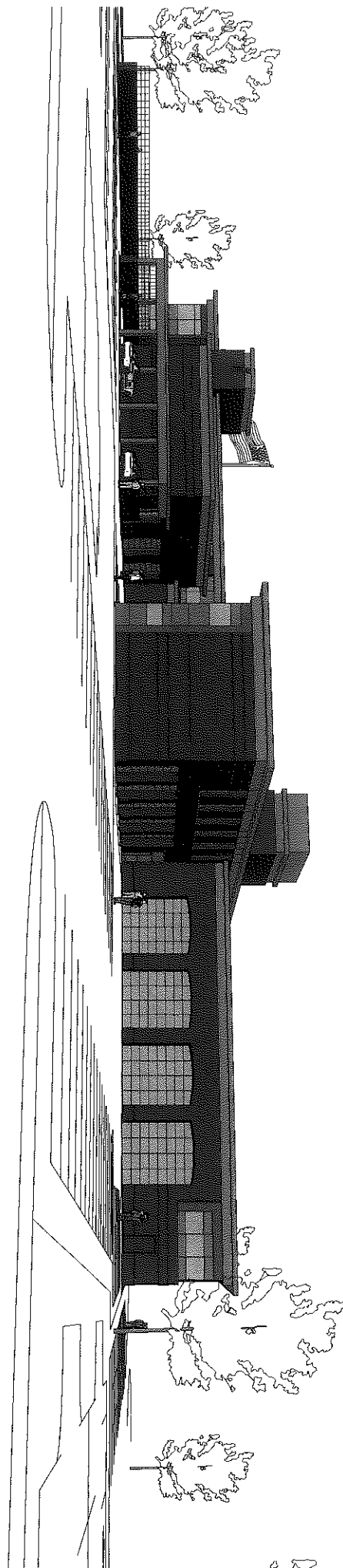
KESTLE BOOS
associates, inc





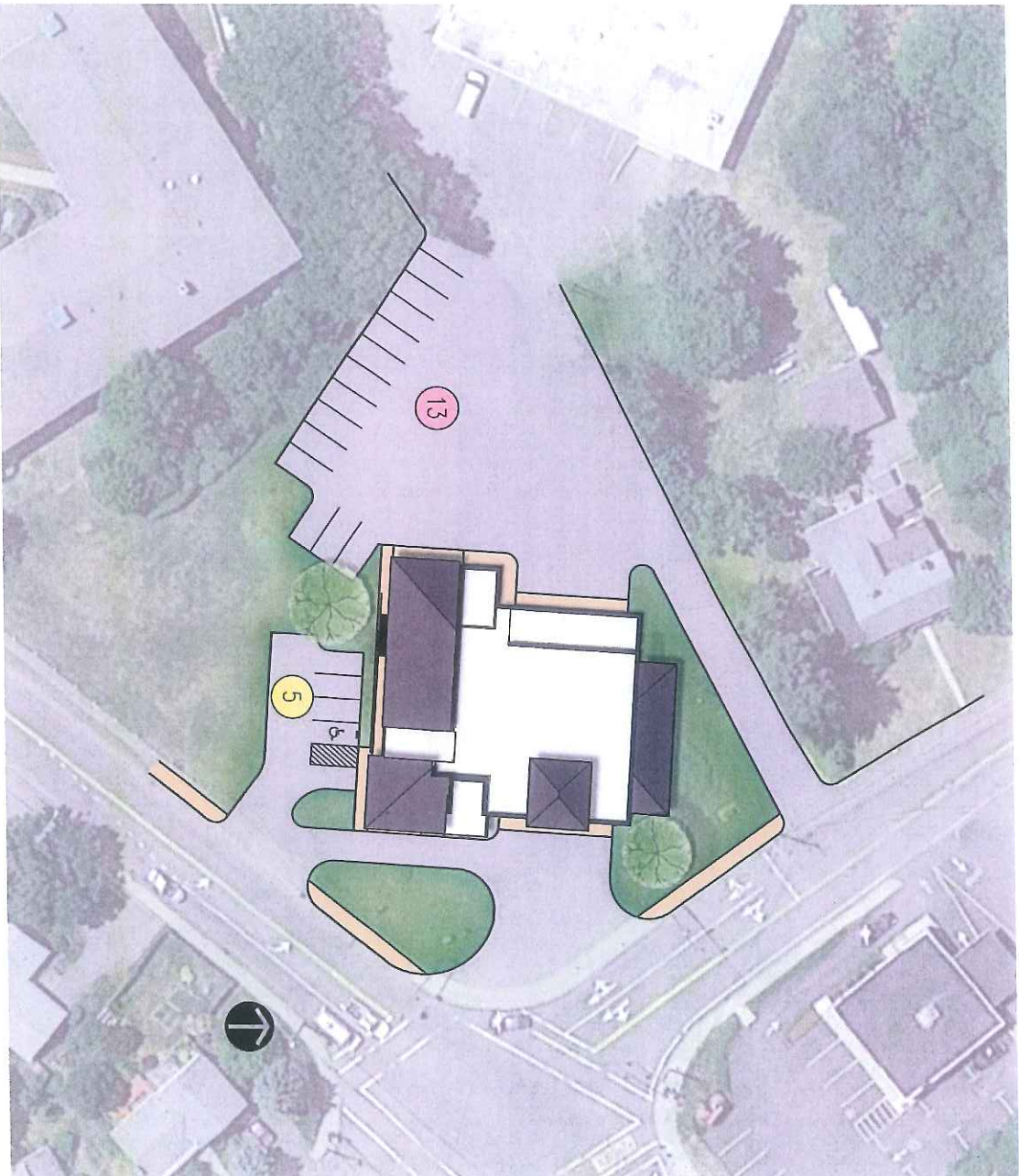








PARKING PLAN

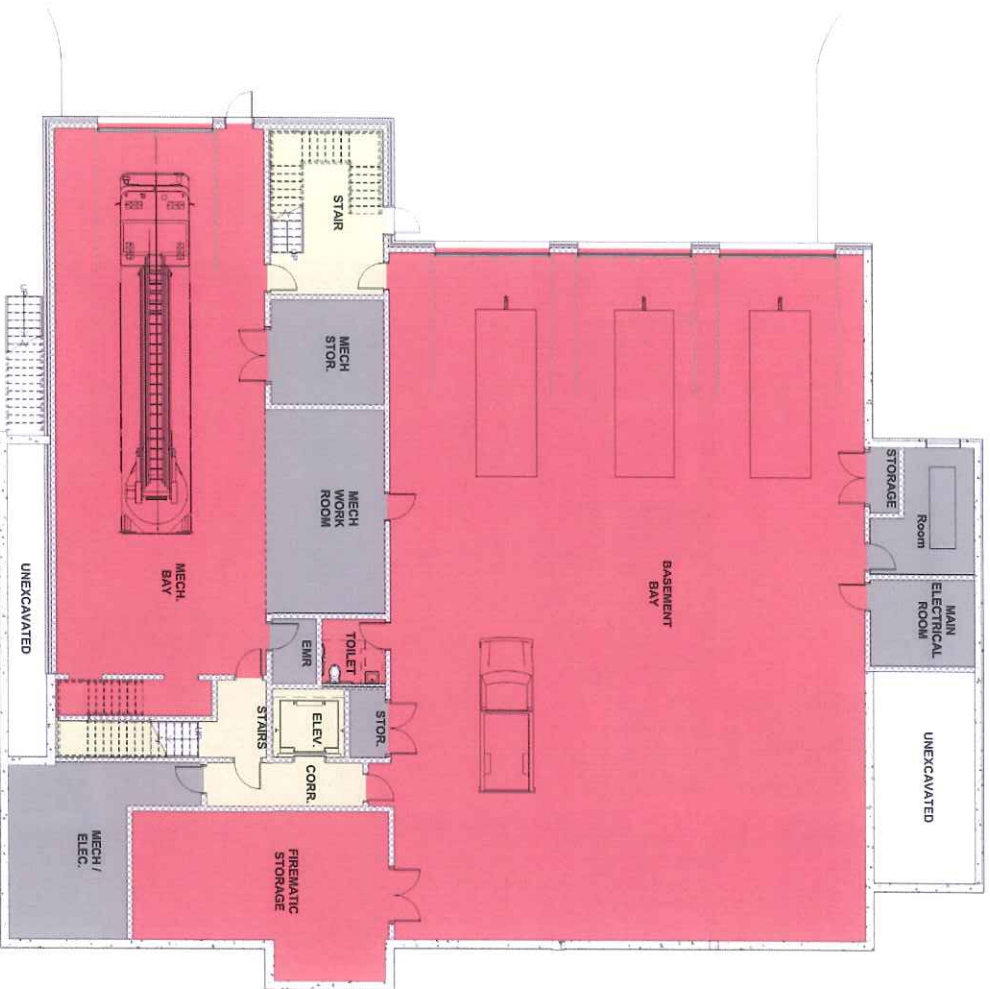


KNESTLE BOOS
associates, inc

MA MITCHELL
ASSOCIATES
ARCHITECTS
FIREHATIC CONSULTANTS



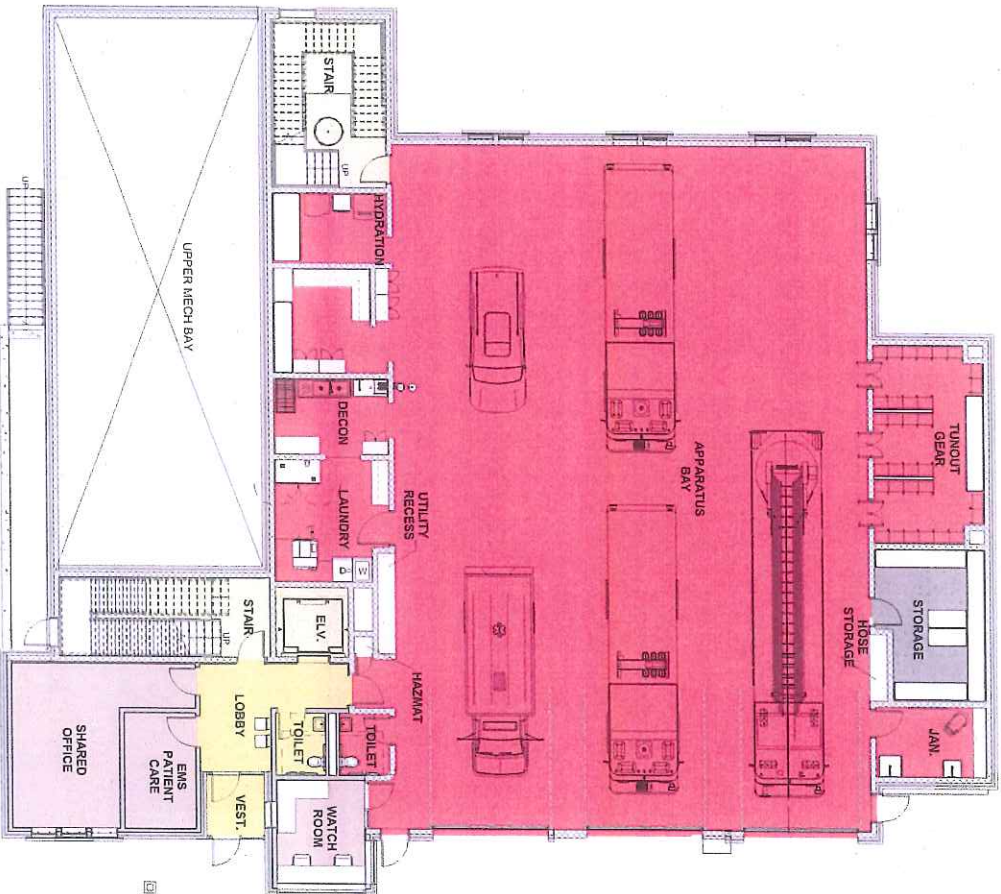
FS2-LOWER LEVER FLOOR PLAN



BASEMENT
AREA 9,002 SF



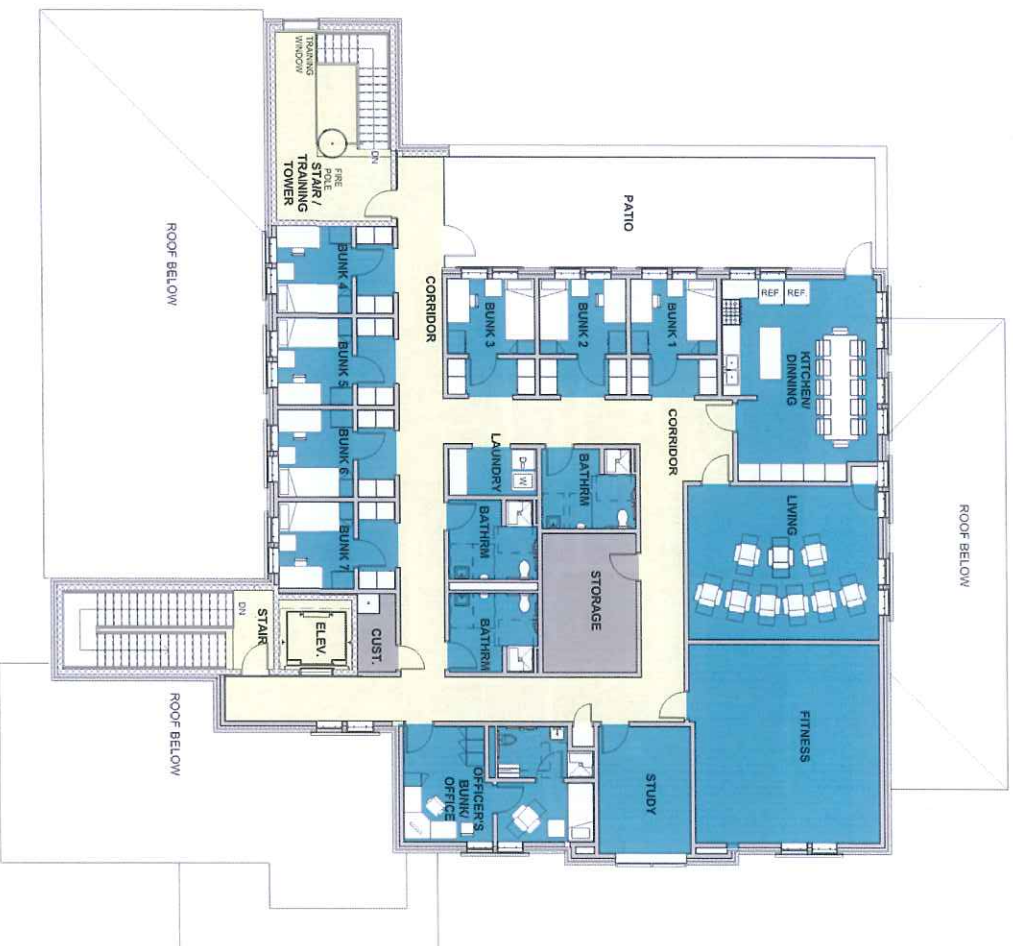
FS2-MAIN LEVEL FLOOR PLAN



MAIN
AREA 7,695 SF



FS2-UPPER LEVEL FLOOR PLAN



KNESTLE BOOS
associates, inc





FIRE STATION 2 - PERSPECTIVE



KAESTLE BOOS
associates, inc

MA MITCHELL
ASSOCIATES
ARCHITECTS
FIREHATIC
CONSULTANTS
LLC



Needham Combined Public Safety Facility

Preliminary Opinion of Probable Cost

KAESTLE BOOS
associates, inc

April 6, 2017

Description		Subtotal	Totals	Comments
Sitework Costs				
Abatement	Allow.	\$417,000		From UEC Report
Demolition (66-68 Chestnut Street)		\$36,750		
Demolition (88 Chestnut Street/99 School St.)		\$151,900		
SiteWork		\$1,018,200		
			\$1,623,850	
Central HQ Building Construction Cost				
Phase 1 Building	31,263 Sq.Ft.	\$11,902,721		
Phase 2 Building	25,145 Sq.Ft.	\$9,572,650		
Cruiser Port	2,024 Sq.Ft.	\$202,400		
			\$21,677,771	
Design & Pricing Contingency		10%	\$2,330,379	
	SubTotal:		\$25,632,000	
GC Mark-ups:				
General Conditions	10.0%	\$2,563,000		
Insurance	1.25%	\$352,000		
Bonds	0.65%	\$186,000		
Building Permit		\$0		Waived by Town
Overhead & Profit	3.0%	\$862,000		
Phasing Premium	2.5%	\$740,000		
Escalation (to Jan 2019 Bid)	9.67%	\$2,933,000		
Probable Construction Cost (Bid Jan, 2019):			\$33,268,000	\$ 590 /Sq.Ft.
Temporary Quarters for Police (16 Months)			\$1,000,000	Allowance
Owner's Indirect Costs				
Land Survey		\$20,000		
Geotech		\$25,000		
Traffic Study (if required for Permitting)		\$15,000		
Arch.& Eng.Fees		\$2,850,000		
Reimbursables/Add Service Allowance		\$140,000		Includes Comm. Consultant
Structural Peer Review		\$10,000		
Project Management	2.50%	\$832,000		
Furnishings, Furniture	\$10/SF	\$564,000		
Loose Equipment	Allow.	\$200,000		
Firing Range Equipment (4 lane)	Quote	\$320,000		Incl. Specialized HVAC
Data Equipment	Allow.	\$200,000		Further Study Required
Communications Consoles (6)	Quote	\$200,000		Six (6) Positions
Communications Equipment	Quote	\$400,000		Further Study Required
Antenna (200') & Comm.Upgrades	Quote	\$450,000		Located at Transfer Stn.(incl.fdn)
Bldg. Antenna & Equip. (microwave)	Quote	\$275,000		Located on roof
Security / Access Control	Allow.	\$400,000		Further Study Required
Station Alerting System (Fire Dept)	Allow.	\$100,000		Further Study Required
Utility Backcharges	Allow.	\$50,000		Preliminary
Reproduction / Miscellaneous		\$15,000		Internet-based Distribution
Internet-Based CA Management		\$25,000		Software Use Cost
Legal / Advertising		\$10,000		Bonding Cost not included
Material Testing		\$100,000		
Owner's Project Contingency (10% of All Costs)		\$4,147,000		
Probable Owner's Indirect Costs:			\$11,348,000	
Total Project Cost:			\$45,616,000	

Notes: Mark-ups and Owner's Costs rounded to nearest thousand

This Opinion of Probable Cost is based on a Miyakoda Consulting Construction Cost Estimate dated 8/31/2016



Needham Fire Station 2

Preliminary Opinion of Probable Cost

KAESTLE BOOS
associates, inc

April 6, 2017

Description		Subtotal	Totals	Comments
Sitework Costs				
Abatement	Allow.	\$160,000		From UEC Report
Demolition		\$47,000		
Site Work		\$352,100		
			\$559,100	
Central HQ Building Construction Cost				
Building	25,884 Sq.Ft.	\$9,332,970		
			\$9,332,970	
Design & Pricing Contingency	10%	\$988,930		
	SubTotal:		\$10,881,000	
GC Mark-ups:				
General Conditions	10%	\$1,088,000		
Insurance	1.25%	\$150,000		
Bonds	0.65%	\$79,000		
Permits		\$0		Waived by Town
Overhead & Profit	3%	\$366,000		
Escalation (to January 2019)	9.67%	\$1,215,000		
	Probable Construction Cost (Jan. 2019):		\$13,779,000	\$532 /Sq.Ft.
Temporary Quarters (One Year)			\$843,500	Avery Field Option
Owner's Indirect Costs				
Geotech		\$15,000		
Traffic Study (if Required for Permitting)		\$10,000		
Arch. & Eng. Fees		\$1,360,000		
Reimbursables/Add Service Allowance		\$65,000		
Project Management	2.50%	\$344,000		
Structural Peer Review		\$5,000		
Furnishings, Furniture	\$8/SF	\$207,000		
Loose Equipment		\$120,000		
Data Equipment	Allow.	\$20,000		Further Study Required
Communications Equipment	Allow.	\$100,000		Further Study Required
Security / Access Control	Allow.	\$40,000		Further Study Required
Station Alerting System	Allow.	\$100,000		Further Study Required
Utility Backcharges	Allow.	\$25,000		Further Study Required
Reproduction / Miscellaneous		\$15,000		
Internet-Based CA Management		\$13,000		Software Use Cost
Legal / Advertising		\$10,000		
Material Testing		\$40,000		
Owner's Contingency (10% of All Costs)		\$1,711,000		
	Probable Owner's Indirect Costs:		\$4,200,000	
Total Project Cost:			\$18,822,500	

Notes: Mark-ups and Owner's Costs rounded to nearest thousand

This Probable Cost is based on a Miyakoda Consulting Construction Cost Estimate dated 8/31/2016



RECENT PUBLIC SAFETY CONSTRUCTION BID/COSTS

KNESTLE BOOS
associates, inc



FACILITY & TYPE	AREA (SF)	YEAR	COST	ESCALATED
				2019 COST

MEDFIELD COMBINED	41,022	2015	\$371/SF	\$442/SF
MANSFIELD COMBINED	39,621	2016	\$465/SF	\$531/SF
PLAINVILLE COMBINED	41,655	2017	\$495/SF	\$541/SF
WESTON POLICE	19,800	2015	\$455/SF	\$543/SF
MILLIS POLICE	7,890	2015	\$460/SF	\$549/SF
SHARON COMBINED	42,460	2015	\$463/SF	\$552/SF
WESTWOOD POLICE	20,748	2016	\$490/SF	\$559/SF
NEEDHAM FIRE STATION 2	22,112	2019	--	\$565/SF*
RANDOLPH FIRE	8,500	2015	\$491/SF	\$586/SF
ORLEANS POLICE	17,830	2016	\$515/SF	\$588/SF
NEEDHAM COMBINED HQ	56,408	2019	--	\$590/SF*
SCITUATE COMBINED	28,818	2016	\$527/SF	\$601/SF
WESTWOOD FIRE	20,457	2015	\$572/SF	\$682/SF
NANTUCKET FIRE	22,340	2017	\$713/SF	\$779/SF

Note: SF numbers include Site Costs

* Combined project: 78,520 SF, \$583/SF.



SIZE COMPARISON-COMBINED PUBLIC SAFETY FACILITIES

KESTLE BOOS
associates, inc



(Police & Fire in Same Building) – REVISED 8/11/17

FACILITY (Year Bid)	AREA (SF)	SERVICE AREA POPULATION	SF/Person
NEEDHAM (Existing HQ)	31,145	30,755	1.01
88-99 Chestnut St.			
NATICK (1994)	54,000	36,137	1.49
MANSFIELD (2016)	39,621	23,737	1.67
NORWOOD (2002)	52,399	29,097	1.80
NEEDHAM (2019)	56,408	30,755	1.83
HOLDEN (2009)	36,450	18,799	1.94
SHARON (2015)	42,460	18,286	2.32
FOXBOROUGH (2005)	41,400	17,519	2.36
MEDFIELD (2015)	41,022	12,888	3.18
PLAINVILLE (2017)	43,644	9,173	4.76
NANTUCKET (2008)	64,540	11,008 (50,000+)	* 5.86

*= SUMMER POPULATION Town of Nantucket, MA. Nantucket Basic Facts. www.nantucket-ma.gov/DocumentCenter/View/430

U.S. Census Bureau (2017, May 25). Annual Estimates of the Resident Population of Massachusetts Minor Civil Divisions, Percent Change, and Percent Change Rank: April 1, 2010 to July 1, 2016. http://www.massbenchmarks.org/statedata/data/mdc2016/Appendix_A_2016_MCD_Pop_and_Pop_Change.xls



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Adopt FY2018 – FY2019 Goals
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
The Board will discuss its goals for FY2018 – FY2019.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> that the Board vote to adopt its goals for FY2018 – FY2019 as shown on the attached document.	
3.	BACK UP INFORMATION ATTACHED
(Describe backup below)	
a. FY2018 – FY2019 Board of Selectmen Proposed Goals	

FY2017-FY2018 Board of Selectmen Goals

Adopted: August 15, 2017

- 1. Maximize the use of Town assets and ensure that Town and School services are housed in buildings that provide suitable and effective environments.**

Continuing Strategies

- Work with the School Committee and Finance Committee to develop a plan for the implementation of full-day kindergarten. (*Critical Priority*)
- Conduct an environmental assessment to facilitate discussion about the future use of Ridge Hill/Nike; determine the future use or disposition of Ridge Hill buildings.
- Secure design funding for Fire and Police Stations at October 2017 STM and April 2018 ballot. (*Critical Priority*)
- Evaluate options for funding a DPW facility on Dedham Avenue and the storage facility at the RTS. (*Critical Priority*)
- In conjunction with the Memorial Park Trustees, advance the design and secure funding for the construction of a new fieldhouse at Memorial Park.

New Initiatives

- In conjunction with the School Committee, secure funding for classroom expansion at Needham High School.
- Work with the School Committee to develop a plan for the use of the Hillside School for Town-wide swing space. (*Critical Priority*)

- 2. Ensure appropriate Regulation and Assessment of, and Investment in Infrastructure**

Continuing Strategies

- Complete Phase 1 of the Downtown Improvement Project, and evaluate options for eliminating or improving the traffic signal at the MBTA crossing. (*Critical Priority*)
- In conjunction with the City of Newton and MassDOT, monitor progress toward the renovation of Highland Avenue from Webster Street to the Charles River. (*Critical Priority*)
- Monitor implications of the add-a-lane project and assure that Needham's interests are addressed in the final design.
- Implement parking restrictions near driveways.

New Initiatives

- Conduct an organizational study of the Building Maintenance operations. (*Critical Priority*)
- Evaluate and implement strategies for eliminating the need for mandatory non-essential outdoor water use restrictions. (*Critical Priority*)

3. Maintain and improve the vitality and economic success of the Town.

Continuing Strategies

- Adopt and implement Mobile Food Vendor Policy. (*Critical Priority*)
- Review options for streamlining the permitting process.
- Work with Newton to implement the economic development plan for the N² corridor; evaluate the relationship between Needham Crossing and the N2 Innovation District and recommend a branding strategy for Needham Crossing.

New Initiatives

- In conjunction with the Planning Board, evaluate options for the redevelopment of Chestnut Street.

4. Expand energy efficient and environmentally sound operations for the Town and its residents and businesses.

Continuing Strategies

- Explore the option of limiting the use of plastic bags at certain retail establishments.

5. Maintain and develop amenities that contribute to the desirability of Needham as a place to live and work.

Continuing Strategies

- Consider the merits of a tree preservation by-law.
- Coordinate with DCR to encourage access to Cutler Park.
- Establish fishing areas at ponds and on the Charles River.
- Expand the hours of operation of the Senior Center.
- Evaluate steps to reduce train horn noise and address train idling concerns.
- Develop a pilot program to address trash concerns Town-wide. (*Critical Priority*)
- Evaluate options for regulating private trash pick-up on public ways.
- Participate in the development and implementation of the Open Space plan.

New Initiatives

- Implement the Affordable Housing Trust.
- Evaluate the possibility of recommending accessory dwelling unit zoning.
- Present a proposal to the Town for a recreational marijuana ban in Needham.
- Revitalize the Property Tax Assistance Program
- Work with the Park & Recreation Commission to create recreational opportunities in the downtown.

6. Maintain and enhance the Town's Financial Sustainability

Continuing Strategies

- Evaluate and implement alternatives to the Town's Group Health Insurance program. (*Critical Priority*)

New Initiatives

- Explore the possibility of absorbing the RTS Enterprise Fund into the General Fund. (*Critical Priority*)

7. Evaluate Town Operations and Administration.

Continuing Strategies

- Develop and implement a policy guiding the use of banners on poles in the business districts.

New Initiatives

- Consider alternatives to the term "Board of Selectmen."
- Develop criteria for small cell antenna siting. (*Critical Priority*)
- Develop a funding strategy to meet the staffing needs of the Police and Fire Departments in the context of the current and planned growth in Needham Crossing. (*Critical Priority*)
- Evaluate the concept of starting Town Meeting earlier, and evaluate at-large Town Meeting Membership.
- Review the Town Manager evaluation process.
- Explore the need for additional staffing in the area of communications and compliance.
- Update the fee structure for facility rentals, and work with the Schools to consider limiting access over the summer to accommodate capital improvements and preventive maintenance. (*Critical Priority*)
- Investigate options for moving permit application and inspection processes to electronic and/or web-based platforms.

In developing its statement of goals for the coming fiscal years, the Board identified both initiatives that may be addressed in future years, and general governing principles that guide the goal setting process. This list will continue to be updated and refined:

Future Initiatives

- Develop a plan for NPDES Compliance.
- Evaluate the benefits of participating in MassDOT Complete Streets Program.
- Work with the Planning Board to consider a street naming policy.
- Consider a plan for snow removal in the business districts.
- Evaluate the concept of constructing a hockey rink in a public/private partnership.

- Evaluate options for locating ZipCar in Needham
- Explore the creation of a stormwater enterprise fund.

Governing Principles

- Targeted options for property acquisition will be explored.
- The Town will work to develop a consensus with Newton regarding transportation options along the Highland Avenue/Needham Street corridor.
- Appropriate coordination of all the major road projects affecting the Town is a priority. .
- Town policies and regulations will be reviewed and updated on a periodic basis.
- The Town will prioritize the reconstruction and repair of existing sidewalks before embarking on new sidewalk construction
- Opportunities to install community art will be explored.
- The Town should be an age friendly community.
- The number of pedestrian accidents is concerning and should be addressed.
- The Town will conduct a Capital Facility Summit on a biennial basis.
- Emergency preparation and planning is a high priority.
- Opportunities for departmental consolidation and efficiency improvement will be identified and implemented.
- Enhancing communication with the public
- Opportunities to collaborate on additional programs and services that will benefit Needham's veterans will be explored and implemented. .



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 8/15/2017

Agenda Item	Town Manager Performance Evaluation
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
In accordance with the Town Manager Evaluation Policy, the Board of Selectmen prepares an annual performance evaluation of the Town Manager. Each member of the Board completes his or her own evaluation. The individual evaluations are then compiled into a consensus evaluation overview document which contains the numerical average for each point of evaluation and a summary of overall evaluation comments. Board policy calls for the overview to be released at a meeting of the Board of Selectmen.	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
<i>Suggested Motion:</i> That the Board vote to approve the Town Manager Consensus Evaluation Overview Document dated July 15, 2017.	
3.	BACK UP INFORMATION ATTACHED
a.	Town Manager Consensus Evaluation Overview Document 2017

**Town of Needham
Town Manager Performance Evaluation
Consensus Document
August 2, 2017**

Instructions

A space has been provided for each statement within the performance areas. Check the number which most accurately reflects the level of performance for the factor. If you did not have an opportunity to observe or make a determination on a particular factor, please indicate so in the N/A space.

Rating Scale (1-5)

Unsatisfactory (1)

The Manager's work performance is inadequate and inferior to the standards of performance required for the position.

Improvement Needed (2)

The Manager's work performance does not consistently meet the standards of the position.

Meets Expectations (3)

The Manager's work performance consistently meets the standards of the position.

Exceeds Expectations (4)

The Manager's work performance is frequently or consistently above the level of a satisfactory employee.

Excellent/Highly Comendable (5)

The Manager's work performance is consistently excellent when compared to the standards of the job.

1. Personal Characteristics: Exhibits honest and ethical behavior; acts in a fair and equitable manner; effectively deals with unforeseen issue and problems; shows resilience by maintaining energy and motivation despite constant demands. Responds well to stressful situations. displays creativity, innovation, flexibility and appropriate risk taking.	Board Member Suggestions & Comments Kate is always consistent in her dealings both large and small. She is cautious when it comes to risk but will implement a riskier strategy if suggested by the Board.	Rank 5
--	---	---------------------------------

2. Professionalism: Is fully knowledgeable and committed to the field of local government management; seeks to enhance skills and abilities through educational opportunities; actively participates in professional municipal management organizations; encourages staff training and development.	Board Member Suggestions & Comments Kate is extremely professional. The strength of the staff training and development plans is unclear. Kate is probably among the top in the State in experience and education.	Rating 4.8
---	--	------------------------------

3. Public Relations/Communications: Projects a positive image in the community; is reasonably open and available to the public and responsive to citizen complaints or requests; communicates effectively to the media; keeps the citizenry informed of current issues in Town government; Maintains good communications with the business community. Supports and recognizes the efforts of volunteer citizens and groups. Maintains effective communications with state and federal elected representatives, other communities, state agencies, and municipal organizations.	Board Member Suggestions & Comments Kate is fully engaged in good communications with residents; however, would like to see improvement in: Challenging DEP water restriction; Challenging the Needham Center train traffic signal mandate; Communications from departments to businesses and residents; Disputing utility transmission line issues. Kate is among the best with communication with both our state delegation and our residents.	Rating 4.8

4. Board Support/ Relations Offers professional advice to the board, including appropriate alternatives and recommendations, based upon thorough study and analysis; implements policy matters and other directives adopted by the Board of Selectmen; keeps Board members informed of issues and activities in Town government and in the community; listens and understands Selectmen concerns; maintains a professional working relationship with the Board, promoting a climate of mutual respect and trust.	Board Member Suggestions & Comments Kate is always available to discuss issues and goals Kate works very hard at Board support Kate is always providing the Board appropriate alternatives and recommendations on issues brought to her attention.	Rating 5
--	---	----------------------------

5. Organizational Leadership/Personnel Management:
Provides leadership, motivation and support within the organization; effectively delegates tasks and assignments; builds and motivates a team, providing direction and monitoring/adjusting performance as required. assures selection for employment of the best-qualified personnel; assures systematic performance evaluation of staff in the organization; establishes high standard of performance for all managers; recognizes, develops, and utilizes their leadership abilities; effectively leads collective bargaining efforts with unions, keeping the Board informed on progress; strives to maintain good staff morale and maintains open, honest and professional relationships with staff.

Board Member Suggestions & Comments
Kate provides good leadership and that translates into good morale throughout all departments.

Kate has a very loyal organization and is well respected by the department managers.

Kate's personal leadership in the organization is incredibly strong. It is unclear if we have addressed some of the discussions that came out of the employee survey

Rating
4.7

6. Financial Management Prepares a timely and realistic annual budget proposal in a manner that promotes full understanding of issues and needs; employs sound fiscal management practices for the development of the operating and capital budget recommendations; effectively monitors and controls budget expenditures; provides complete and accurate financial information to facilitate budget deliberations; creatively manages available resources to increase productivity and efficiency; develops and maintains a long-term financial plan for the Town;

Board Member Suggestions & Comments
Our Financial team is strong with Kate at the helm.
We are a well run organization as evidenced by our AAA Rating
Kate and her team are meticulous in the preparation of Financial Analysis.
Kate, working with Dave Davison, has served Needham extremely well on the financial front. Every once in a while, an issue pops up but it is addressed and we move on.

Rating
5

7. Planning and Organization Creates and facilitates an environment for long-range and strategic planning; identifies opportunities to improve productivity, innovation, staff development and cost efficiencies; develops proposals for cost effective reorganization of Town operations; establishes appropriate goals and objectives for performance.	Board Member Suggestions & Comments Kate is always planning and we have a lot of planning to do. Kate has continually brought forward proposals for improving and streamline town government operations. If anything, she overcommits on goals and objectives...and then works extremely hard to accomplish them.	Rating 5
8. Achievement of Goals Shows appropriate progress to the year's goals as indicated on the attached self-evaluation.	Board Member Suggestions & Comments We have a lot of goals and a lot to do. Kate is on top of our Goals. It was a great year.	Rating 5
OVERALL RATING Excellent	Board Member Suggestions & Comments It has been a productive year. We have accomplished a lot as a Town and as a team. Kate provides the leadership necessary to accomplish these goals. We will work to streamline our goals for the year and support some focused work with Town employees.	Rating 4.8

This document is based in part on policies of the towns of Ashland, Sudbury, and Natick Massachusetts

Town Manager Performance Evaluation Form
Acknowledgement of Receipt

This is to acknowledge the fact that the performance review was conducted by the Board of Selectmen in accordance with the procedures and that the Town Manager has received the overview document with the compilation of scores.

BOARD OF SELECTMEN

Date: _____

TOWN MANAGER

Date: _____



**Board of Selectmen
TOWN OF NEEDHAM
AGENDA FACT SHEET**

MEETING DATE: 08/15/2017

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED
<i>Board members will report on the progress and / or activities of their Committee assignments.</i>	
2.	VOTE REQUIRED BY BOARD OF SELECTMEN
3.	BACK UP INFORMATION ATTACHED
(Describe backup below)	
None	

**Town of Needham
Board of Selectmen
Minutes for June 27, 2017
Broadmeadow School Performance Center**

- 6:15 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chairwoman Marianne B. Cooley. Those present were John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, and Town Manager Kate Fitzpatrick. Recording Secretary Mary Hunt joined the meeting at 6:45 p.m.
- 6:15 p.m. Executive Session: (Exceptions 3 and 6)
Motion by Mr. Handel that the Board of Selectmen vote to enter into Executive Session.
- Exception 3 - To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.**
- Exception 6 - To consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Not to return to open session prior to adjournment.**
- Second: Mr. Borrelli. Ms. Cooley polled the Board. Unanimously approved 4-0.**
- Mr. Matthews joined the meeting at 6:17 p.m.**
- 6:45 p.m. Informal Meeting with Citizens:
Margaret Pantridge, member of the Needham Library Board of Trustees spoke with the Board about a community wide summer reading event. Residents wishing to participate will read "In the Country We Love: My Family Divided" by Diane Guerrero. A group discussion will be held in the Fall at the Needham Library. Ms. Pantridge gave the Board of Selectmen a copy of the book and invited members to read the book this summer.
- 7:00 p.m. The public portion of the Board of Selectmen meeting of June 27, 2017 was convened by Chairman Marianne B. Cooley.
- 7:00 p.m. Pledge of Collateral (Alcohol License) - Reveler Beverage:
Scott Linzmeyer, Reveler Beverage located at 250 Chestnut Street appeared before the Board requesting that the Board approve a Pledge of Collateral (Alcohol License) to Salem Five Cents Saving Bank. This pledge has been requested by the bank. Ms. Cooley asked for a motion from the Board.

Motion by Mr. Bulian that the Board approve and sign the Pledge of Collateral (Alcohol License) application submitted by Reveler Beverage, LLC., to forward the approved application for Pledge of Collateral to the ABCC for approval.

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

7:02 p.m. Continue Public Hearing: Eversource Energy - Dartmouth Avenue
Maureen Carroll, Eversource Energy representative appeared before the Board requesting permission to install approximately 6 feet of conduit in Dartmouth Avenue to provide underground electric service for a new home at 48 Dartmouth Avenue.

Ms. Cooley said neighbors from 44 Dartmouth Avenue and the builder from 48 Dartmouth Avenue are in attendance. She commented an agreement has not been reached at this point, noting the Board of Selectmen would be willing to continue the hearing another month. However, Ms. Cooley stated if the parties should reach agreement prior to the next Board of Selectmen meeting they are welcome to present an agreement to the Town Manager for approval of the project (contrary to information on permits).

Motion by Mr. Matthews that the Board vote to authorize the Town Manager to approve the installation of underground electric service at 48 Dartmouth Avenue, upon receipt of confirmation from both parties on Dartmouth Avenue, that the issues have been satisfactorily resolved.

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

Ms. Cooley said the matter is one she hopes can soon be settled by both parties so the new neighbors can be welcomed to Needham without further delay.

7:06 p.m. Appointments and Consent Agenda:
Motion by Mr. Bulian that the Board of Selectmen vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS - See attached list.

CONSENT AGENDA

- 1. Accept the following donation made to the Needham Community Revitalization Trust fund: \$200 from Ruth Wegner.**
- 2. Approve a change in the Selectmen meeting schedule, changing the July meeting FROM July 18 (already approved) TO July 25, 2017.**
- 3. Approve a request from the Hillside Elementary School PTC to hold its Halloween Trick or Trot 5K Run/Walk and Monster Fun Run event on Sunday, October 29, 2017. The route starts and ends at the Hillside School, with the route following Glen Gary, West, Eliot, Parish, Damon, Parish, Nehoiden, Central down Bess, Julia, Jarvis, Central, and Booth Street. The event will be finished by 11:00 am. 300 participants are expected. This event**

has been approved by the following departments: Police, Fire, Park & Recreation, and DPW.

4. Approve a request from Allan Eyden, Road Coordinator for the Pan Mass Challenge, to have a portion of its ride to go through Needham. The event is scheduled for August 5, 2017 and August 6, 2017 starting at 7:00 a.m. The route of the race has been approved by the following departments: DPW, Police, Fire, and Park and Recreation.
5. Approve Open Session minutes of April 26, 2017, May 30, 2017, June 9, 2017 and June 13, 2017; and approve Executive Session minutes of March 28, 2017, June 9, 2017, and June 13, 2017.
6. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Cindy Osgood	27 Laurel Drive	Lower Laurel Dr.	9/9/17	9/10/17	3:30pm-8pm

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

7:06 p.m.

Approval of the Sale of Bonds and Notes:

Dave Davison, Assistant Town Manager/Finance and Evelyn Poness, Town Treasurer/Collector appeared before the Board to review the results of the bond anticipation note sale and discuss upcoming borrowings with the Board. Mr. Davison said the proceeds from the bond anticipation note of \$4,929,120 will finance several ongoing projects previously approved by Town Meeting, including but not limited to the Williams Elementary School, Central Avenue/Elliot Street Bridge, and Public Works Infrastructure. Additional information is contained in Mr. Davison's memorandum to the Board of Selectmen dated June 23, 2017.

Motion by Mr. Handel that the Board of Selectmen approve and sign Motions A,B,C,D,E, and F:

Motion A

Move that we hereby determine, in accordance with G.L. c. 70 B, that the amount of the cost of the Hillside Elementary School project authorized by a vote of the Town passed on October 5, 2016 (Article 2) not being paid by the school facilities grant is \$44,717,013 and we hereby approve of the issuance of notes and bonds in such amount under said G.L. c. 70B.

Motion B

Move that the sale of a \$4,929,120 2.00 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated June 30, 2017, and payable November 1, 2017, to Jefferies LLC at par and accrued interest, if any, plus a premium of \$16,316.00.

Motion C

Move that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 13, 2017, and a final Official Statement dated June 21, 2017, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved, and adopted.

Motion D

Move that the Town Treasurer and the Board of Selectmen e, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

Motion E

Move that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes.

Motion F

Move that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

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

Mr. Davison noted the attendance of Theodora Eaton, Town Clerk as witness.

7:10 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager appeared before the Board with 4 items to discuss:

1. Set Water and Sewer Rates

Mr. Davison reminded the Board it held a Public Hearing regarding the Sewer and Water Rates at its June 13, 2017 meeting. He said, at that time, the Water and Sewer Rate Structure Committee voted to recommend the rate structure as presented. He said the rate structure presented to the Board is a continuation of a phased approach with sewer rates, and no change is proposed to the basic service fees or any of the water rates. Mr. Davison said the increase to the sewer steps are the same as discussed with the Board of Selectmen in June 2016 and again at the Public Hearing held June 13, 2017.

Ms. Cooley invited public comment. No comments were made.

Motion by Mr. Handel that the Board approve the proposed water and sewer rates identified on the schedule contained on the Town of Needham Agenda Fact Sheet dated June 27, 2017, and that they be effective July 1, 2017; further that the Board approve the Septage Disposal fee of \$85.00 per 1,000 gallons:

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

2. Mobile Food Vendor Regulation Update

Kate Fitzpatrick, Town Manager discussed the proposed update to the Mobile Food Vendor Regulations. She said the major change in policy allows Mobile Food Vendors to operate in public parks and playgrounds. Ms. Fitzpatrick reviewed BOS-LIC-013 (draft) "Take Out Food Served by Mobile Food Vendors (Formerly Regulation of Food Trucks) dated June 16, 2017. Ms. Fitzpatrick said a public hearing will be held at the next Board of Selectmen meeting on July 25, 2017.

The Board agreed the revised policy is a good next step and that holding a public hearing on July 25, 2017 makes sense.

3. Town of Needham Regulations for the Sale of Alcoholic Beverages

Ms. Fitzpatrick updated the Board on proposed revisions to the Town's regulations for the sale of alcoholic beverages. She asked the Board consider eliminating the requirement that patrons be waiting to dine in order to have a drink at a restaurant, and that food must be available at all times. Ms. Fitzpatrick noted other changes include robust training requirements for servers, restaurant staff, and package stores. She commented a meeting with license holders will be held Friday, June 30, 2017 at 10 a.m. to gather additional feedback, with action scheduled by the Board of Selectmen at its July 25, 2017 meeting.

Ms. Cooley thanked Sandy Cincotta, Support Services Manager for her work keeping restaurants current on their licensing, training, and up to date on changing regulations.

Mr. Borrelli said changes to the regulations are a good step, suggesting a pilot program allowing restaurants to stay open until 1:00 a.m. on Saturday.

Mr. Matthews commented changes in regulations are relatively subtle, but "open the door" for a more permission environment, noting the doors were intentional barriers used as a safeguard for people who did not want some of the downside from the alcohol business. He said expanded regulations will provide a service people want and opportunities for businesses to thrive.

Ms. Cooley said the Board of Selectmen could vote on the issue at its July 25, 2017 meeting.

4. Eversource Reliability Project

Ms. Fitzpatrick updated the Board on the Energy Facility Siting Board hearings for the Eversource Reliability Project. Ms. Cooley announced Mr. Bulian has recused himself from discussion because his home is located on part of the route. Ms. Cooley said the Board has discussed its negotiation strategy, noting it is important to publicly state its position to Eversource Energy and the Energy Facilities Siting Board.

Motion by Mr. Matthews that the Board of Selectmen vote as follows:

- 1. That the Board of Selectmen will not pursue Town Meeting approval for the conveyance of any required easement over Town property to NSTAR Electric Company d/b/a Eversource Energy in order to facilitate utilization of Company's "Preferred Route" for its transmission line, or any variation thereof, as presented in its petition currently pending before the Energy Facility Siting Board in case docket number 16-02. Specifically, the Board of Selectmen will not call a Special Town Meeting for this purpose and will not sponsor an article for this purpose on the warrant of any future Annual or Special Town Meeting.**
- 2. That the Board continues to favor the Company's "Noticed Alternative Route," as presented in the EFSB 16-02, over the Company's Preferred Route or any variation thereof; provided, however, that the Board does not support utilizing any portion of Valley Road or the residential neighborhood in the vicinity of Valley Road to connect to the remaining portions of the Company's Noticed Alternative Route along South Street.**
- 3. That, in order to facilitate a variation of the Company's Noticed Alternative Route that does not utilize any portion of Valley Road or the residential neighborhood in the vicinity of Valley Road, the Board is willing, upon the Company's request, to call a Special Town Meeting and to sponsor an article on the warrant of such Special Town Meeting to seek approval for conveyance to the Company of any easement over Town property required therefor.**
- 4. That the Board authorize Special Counsel to provide a certified copy of this vote to the Energy Facility Siting Board in EFSB 16-02 and to submit any motion or other filing as he deems necessary or appropriate to seek dismissal of further consideration by the EFSB of the Company's Preferred Route or any variation thereof.**

Second: Mr. Handel. Approved 4-0.

Mr. Matthews said the Town's position on the issue is to recommend Eversource Energy follow the "Noticed Alternative Route" (also referred to as the South Street route), as opposed to the "Preferred Route." He said the motion reflects the

recommendation of Counsel that the Board vote in order to clarify the Town's view in an effort to help shape the EFSB decision, which he said is imminent.

7:40 p.m. Mr. Handel reported he attended a presentation at TripAdvisor on business improvement districts which provide a funding mechanism through the assessed valuation of participating businesses. He said several improvement districts located in Massachusetts were discussed, and more information will be gathered.

Ms. Fitzpatrick reminded residents of the July 4th Celebration and that the Rotary Club Carnival is next weekend.

The Board recessed two minutes awaiting the noticed time of 7:45 p.m. for agenda item - Public Hearing - Public Facility Operations and Public Works Consolidation.

7:45 p.m. Public Hearing - Public Facility Operations and Public Works Consolidation: Kate Fitzpatrick, Town Manager discussed with the Board a proposal to merge the Department of Public Facilities - Operations into the Department of Public Works in accordance with Section 20B (2) of the Town Charter. She said the proposal was recommended in a 2007 study of the Department. Ms. Fitzpatrick explained the benefits of the proposal.

Ms. Cooley invited public comment. No comments were made.

Motion by Mr. Bulian that the Board vote to approve the consolidation of Public Facilities Operations into the Department of Public Works as presented by the Town Manager in a proposal dated June 9, 2017.

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

The Board recessed for 10 minutes.

8:00 p.m. Continue Public Hearing - Verizon Small Cell Antennas: Betsy Mason, Attorney from McLean Middleton representing Verizon Wireless, Keith Valente, Technical Engineer C-Squared Systems, LLC., and Dr. Donald Haes, independent consultant and radiation specialist appeared before the Board to discuss the installation of twelve (12) separate wireless small cell antennas and supporting equipment on existing electrical distribution poles in Needham. Ms. Mason noted the attendance of Joshua Lanzetta, McLean Middleton.

Ms. Mason noted Verizon Wireless withdrew, without prejudice, three (out of 12) petitions filed on April 7, 2017. She commented on the May 30, 2017 public hearing, saying Verizon listened carefully to testimony from residents. She said she and Mr. Lanzetta persuaded Verizon Wireless to withdraw the three sites. She said in radio frequency engineers from Verizon Wireless are reviewing the areas identified as needing better coverage with the use of small cell antenna and will consider viable alternatives in the same general vicinity. Ms. Mason said if a viable alternative is found for the three sites withdrawn, there will be an opportunity for

public comment. However, she noted if a viable site is not identified, Verizon reserves the right to bring back any of the withdrawn petitions. Ms. Mason commented the 12 separate sites will comply with Federal Communication Commission's radio frequency emission guidelines, noting Verizon Wireless is well below the maximum permissible exposure levels for all of the sites. Ms. Mason said Dr. Haes is in attendance to answer questions from the Board of Selectmen, Board of Health, and residents. Ms. Mason discussed the federal "shot clock" saying a municipality has 90 days from when it receives an application for a co-location on an existing structure to render a decision. She said the 90 day deadline falls on Sunday, July 9, 2017, and if no action is taken by then, Verizon Wireless has the right to file suit to compel a decision. She said if a resolution is not made tonight on at least some of the sites, an extension of the "shot clock" can be discussed, allowing time to gather additional information.

Mr. Valente, C-Squared Systems, LLC., 65 Dartmouth Drive, Auburn, New Hampshire gave a brief overview of the need for the proposed small cell antenna and how they fit within Verizon's wireless network. He showed maps indicating the current location of Verizon's macro facilities and each area served in Needham. Also shown was a map of each proposed location for a small cell antenna. He explained usage on the network continues to grow and in order to maintain usage, Verizon must build additional facilities. He commented that small cell antennas are placed on utility pole infrastructure.

Ms. Cooley commented she understands Mr. Valente is describing something that would be a benefit in a particular area, but she said it is not clear to her the deficit from any of the visuals shown. She invited Dr. Stephen Epstein, Needham Board of Health to comment, noting the Board of Health was asked to review the information and help the Board of Selectmen understand the evidence.

Stephen Epstein, Board of Health, 117 Richdale Road said in general, the health effects from small cell antennas should be minimal. He commented there was concern and unanswered questions in the report from the health physicists. He asked the effect of radiation on the second floor of a home opposite a small cell antenna? He asked for clarification on field dispersion. Dr. Epstein said the report states it is "written proof" that the proposed facilities would comply, saying there is no such thing as proof in science, only theoretical modeling. Dr. Epstein suggested an independent health physicist look at the information. He noted other towns are beginning to consider ways of zoning small cell towers, saying a plan should be in place when another vendor comes to Needham. He asked if it is possible to share facilities and frequency?

Ms. Cooley noted the attendance of Denise Garlick, State Representative and Anne Weinstein, District Director.

Ms. Cooley said it is clear to the Board of Selectmen the questions around RF and health are not questions with any legal standing. She said concerns from residents

are understood with respect to RF and health, but concurs with Dr. Epstein that science is understood on some level, but never certain, and in some areas new things are being learned. She commented the Town cannot say the issue is completely settled, but to the extent it is understood, it is settled enough and does not provide for any legal standing. Discussion ensued on grant of location and whether the installation of small cell antenna would interfere with use of the public way.

Ms. Cooley asked Town Counsel for clarification of the “shot clock” saying she thought it ran for 150 day, not 90 days. Ms. Mason explained the difference between a co-location (90 days) and a new location (150 days). She commented a “shot clock” extension could be a consideration for the Board. David Tobin, Town Counsel said disagreement is in the co-location definition, and whether or not the sites are considered a co-location. Discussion ensued on wireless equipment vs. standard line equipment.

Ms. Cooley asked Dr. Haes to comment on questions raised by Dr. Epstein and the Board of Health. Dr. Haes referred to his report dated April 1, 2017 showing the graph on page 7. He explained 6 ft. above the ground represents the ground level exposure and 16 ft. above the ground represents exposure on the second floor of a home. Dr. Haes clarified and discussed the FCC formula to show compliance of federal guidelines. He estimated, based on his examination, exposure is about 0.5 mile in diameter (0.25 in radius). He said small cell antennas are low power and used to offload the macro site. Dr. Haes commented on horizontal and vertical patterns, and said the specifications from the manufacturer are provided.

Ms. Cooley invited public comment.

Felix Zemel, 14 Donna Road said he understands the infrastructure benefit for 5G expansion. He recommends developing a public/private partnership with Verizon Wireless and development of zoning by-law regulations, including a reasonable setback from residential properties.

Gary Kaufman, 12 Eaton Road representing neighbors on Eaton Road and Coolidge Avenue said coverage is an issue in the areas to be served by SC01, SC04, SC05, and SC07. He said more people will benefit from the technology and he does not think it prudent to spend town resources on legal issues. He asked for the project to move forward.

Peter Lam, 267 Hunnewell Street is concerned about health, noting some of the numbers contained in the report are significant. He asked for “worst case scenario” numbers. Mr. Lam suggested numbers could increase further if other carriers come to Needham. He said his home sits tens’s of feet away from a proposed small cell tower location. Mr. Lam said he looked at the FCC.gov website asking about timing and its affect on houses.

Dr. Haes briefly explained exposure and how it relates to calculations.

Joe Cohen, 123 Hoover Road opposes all proposed sites and is surprised there is no zoning ordinance for setbacks. He requested the matter be continued to allow time to research reasonable setbacks as he feels more scrutiny is needed.

Dave Sherman, 249 Hillside Avenue said Verizon Wireless is probably the best cell phone company, but is horrible to use and get good sound quality. He said the system desperately needs improvement. He said as a former EMT, he was taught that time, distance, and shielding are the best ways to protect himself during a radiation emergency. He asked the height limit of how tall towers can be built?

Ms. Mason said it is purely to try to provide coverage necessary in the targeted areas in the least visually intrusive way possible. She said each canister is 38 inches wide x 1 ft. tall and can be painted any color. She said technology is getting smaller.

Dave Johnson, 87 Taylor Street pointed out an error in the information regarding the size of the small cell tower. He asked what a canister looks like? Ms. Cooley said examples exist on poles within Needham and are not unfamiliar looking. She suggested Mr. Johnson speak with Dr. Haes, and if he has a subsequent question to return to speak with the Board.

Heidi Frail, 29 Powers Street said as a Town Meeting member, she has been contacted by neighbors expressing health concerns for this technology, and the possibility of cluster antenna from competitors coming to Needham. She asked at what point do the antenna become an impediment to the public way and/or unsightly? She noted SC06, SC03, SC01, SC04, SC07, and SC05 are all in Precinct G.

Ms. Mason commented several towns are starting to look at ways to regulate more closely, noting she is working with several towns on ordinances. She offered information other towns are contemplating. Ms. Mason said no carriers share frequencies. She also noted zoning would not apply in this case as antennas are proposed to be within the public right-of-way. Ms. Mason said having a town ordinance is a good thing.

Dan Walker, 3 Washington Avenue said he appreciates site SC01 was withdrawn. He commented the regulatory environment, as defined by the Telecommunications Act, favors the cellular industry. He urged the Board of Selectmen follow the recommendation of the Board of Health and obtain an independent expert for further study. He asked 'what is a significant gap in coverage?' He said, based on case law, Verizon has not met the burden of demonstrating a significant gap, and the coverage map shown proves little. Mr. Walker said he is a Verizon customer and can not remember any "dropped calls." Mr. Walker read a statement from the Chief Medical Officer of American Cancer Society commenting on a report by the

National Toxicology Program. He said he is concerned the Town does not have a plan for additional vendors and won't be able to control its fate.

Ms. Cooley clarified "impediment of the public way" has different meanings, as was asked by Ms. Frail.

Debra McGrath, 274 Hunnewell Street said she appreciates Verizon's considering alternative locations for SC10 and supports official zoning. She asked about the environmental impact on insects, bees, and sparrows.

Nikki Ramshaw, 842 Central Avenue said she was pleasantly surprised to find SC16 was withdrawn. She said there must be reasonable zoning limits so cell antennas are not within 100 ft. of any residence. She said a particular address, when Googled, should not show cell antenna information.

David Ramshaw, 842 Central Avenue agreed with the Board of Selectmen in that the maps do not depict what Verizon is trying to accomplish. He asked for a map showing theoretical future coverage.

Kara Dekas, 63 Melrose Avenue supports proper zoning. She commented turnout is low, and asked when abutters were notified?

Ms. Cooley said abutters were notified in advance of both public hearings. Ms. Fitzpatrick commented notification was sent to people who emailed the Selectmen and was publicized by newsflash from the Town website.

Felix Zemel, 14 Donna Road recommended the Board of Selectmen create guidelines and a policy to protect the health, safety, and welfare of residents.

Laura Walker, 3 Washington Avenue said numbers are listed up to SC21, but only 14 antennas have been identified. She asked for clarification on the 7 additional antennas.

Ms. Mason said to her knowledge, 14 sites are planned for the foreseeable future. She commented on the quickly changing environment and that no one could have predicted a 700% increase in demand for data 5 years ago. She said it is difficult to know what may be needed in the future.

Michael Cooper, 103 Richdale Road asked for a map of predicted future coverage. He said he is a telecommunications engineer and commented on the legal cost to Needham should Verizon be denied. He asked whether multiple carriers will share technology? He asked for clarification of where the antennas will be located on each pole?

Ms. Mason described the location of the equipment on each pole. She said the proposal is specifically for Verizon Wireless antennas, but technology does exist for multiple carriers on one pole.

Dave Johnson, 87 Taylor Street said he is concerned about the overall look to Needham. He asked where he could see example of a pole extended by an additional 8 ft.?

Ms. Mason said typically, the height is not an additional 8 ft. She suggested viewing small cell installations at 69-171 Allied Drive, Dedham, 124 Quabish Road, Dedham, and 185 Elm Street, Dedham.

Mr. Borrelli asked for a list of locations with proposed extensions above the pole. Ms. Mason read 9 locations in Needham: 97 Melrose Avenue, 7 Stevens Road, 200 Harris Avenue, 609 Webster Street, 443 Great Plain Avenue, Dedham and South Street corner, 1250 Great Plain Avenue, 33 Chestnut Place, and 1437 Great Plain Avenue.

Mr. Handel asked for a map of anticipated coverage, once the poles are in place.

Mr. Valente responded saying he does not believe an anticipated coverage map would be helpful as it would not be an accurate representation.

Felix Zemel, 14 Donna Road suggested some of the new poles should be considered new structures, as it relates to the "shot clock." Ms. Cooley said that is an interesting question. Ms. Mason acknowledged she was unsure of the answer.

Ms. Cooley closed the public hearing and asked for comments from the Board.

Mr. Bulian referred to the Municipal Modernization Act and a peer review at the petitioner expense. He commented on working with Ms. Mason on a list of imposed conditions. Mr. Bulian said it is nice three locations were withdrawn. He commented he could support some of the proposed locations, suggesting other locations could be withdrawn. Mr. Bulian said he would like to review ordinances of work Ms. Mason is doing with the City of Newton. Mr. Bulian said the most important thing is for Needham residents, some of whom are Verizon customers, to feel satisfied.

Mr. Borrelli thanked Ms. Mason for her candor with information of what other towns have done. He commented on "visual pollution," asking Ms. Mason if she would be willing to work with the Town of Needham concerning criteria for ordinances. Ms. Mason said "absolutely." Mr. Borrelli suggested the Board of Selectmen consider criteria to address visual, height, and setback issues before moving forward. He said he questions the need.

Mr. Matthews said the technology is safe and generally accepted. He proposed two approaches: (1) approve some locations and deny others, or (2) defer action on all locations. He said he would like to approve some locations to move forward. He agreed Needham needs a policy in place to handle complicated laws and regulations.

Mr. Handel said the region is a high density information environment. He said a long term ordinance is necessary. He suggested closing the public portion on the issue, allowing emails and letters from concerned residents. Mr. Handel proposed postponing any decision until more information is gathered, rather than making a decision on each location individually. He said a long term ordinance is necessary.

Mr. Borrelli supports Mr. Handel's approach. He commented he does not want to delay the project, but does not want to rush into anything without criteria in place. He said he is not ready to vote tonight.

Ms. Cooley asked whether the "shot clock" could be extended until the next Board of Selectmen meeting on July 25, 2017? Ms. Mason said she could make a recommendation to Verizon Wireless to extend until July 25, 2017. Mr. Borrelli suggested extending into September. He asked when Ms. Mason could have an answer for Needham? Ms. Mason said within a week. Ms. Fitzpatrick commented on the possibility of an additional Board of Selectmen meeting and posting deadline. Mr. Matthews suggests continuing the hearing until July 25, 2017 for the Board to deliberate and decide, keeping the record open for additional comments. He said a continuance of the hearing until July 25, 2017 would be subject to the Board of Selectmen being called into emergency session to decide the case, should the "shot clock" not be extended. Ms. Cooley confirmed four Selectmen will be in Needham on July 10, 2017, the date the "shot clock" expires. Ms. Cooley concurred with Mr. Matthews. Ms. Cooley clarified information received on guidelines would be made available on the Town's website for residents.

Motion by Mr. Borrelli that the Board of Selectmen vote to Continue Public Hearing - Verizon Small Cell Antennas for the purposes of Board of Selectmen deliberation and vote to July 25, 2017, subject to the call of the Chair to decide the case at an earlier date if the "shot clock" extension is not granted.

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

10:15 p.m. Board Discussion:
Ms. Cooley encouraged residents look at LED pilot lighting at night installed on Coolidge Avenue, Eaton Road, Stevens Road, and Pinewood Road.

10:16 p.m. Adjourn:
Motion by Mr. Handel that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of June 27, 2017.
Second: Mr. Bulian. Unanimously approved 5-0.

**Town of Needham
Board of Selectmen
Minutes for July 25, 2017
Needham Town Hall
Selectmen's Chamber**

- 6:15 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chairwoman Marianne B. Cooley. Those present were Daniel P. Matthews, John A. Bulian, Matthew D. Borrelli, and Town Manager Kate Fitzpatrick. Maurice P. Handel did not attend the meeting. Recording Secretary Mary Hunt joined the meeting at 6:45 p.m.
- 6:15 p.m. Executive Session: (Exceptions 3 and 6)
Motion by Mr. Bulian that the Board of Selectmen vote to enter into Executive Session.
- Exception 3 - To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.**
- Exception 6 - To consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Not to return to open session prior to adjournment.**
- Second: Mr. Borrelli. Ms. Cooley polled the Board. Unanimously approved 4-0.**
- 6:45 p.m. Informal Meeting with Citizens: Informal Meeting with Citizens was not held.
- 6:45 p.m. Meeting with Planning Board:
The Board of Selectmen met with the Planning Board prior to the public portion of the meeting to discuss food truck regulations.
- 7:15 p.m. The public portion of the Board of Selectmen meeting of July 25, 2017 was convened by Chairwoman Marianne B. Cooley.
- 7:15 p.m. Presentation of Unsung Heroine Awards:
State Representative Denise Garlick and State Senator Richard Ross appeared before the Board to present recipients Carol Read and Alison Borrelli with the Unsung Heroine Award.
- Ms. Cooley explained the Unsung Heroine Award is given by the Commission on the Status of Women, which gathers nominations from across the Commonwealth. She commented both women were invited to the Massachusetts State House the last

week of June 2017 to receive their award. She said Ms. Read and Ms. Borrelli have played key roles in a number of programs in Needham.

Ms. Cooley recognized Ms. Borrelli's dedication to volunteering including leading a committee to raise money for the 911 First Responders Memorial and improvements to the Green's Field playground. She noted Ms. Borrelli is the president of the Needham Historical Society, Director of the Needham Library Foundation, member of the Newton Needham Chamber of Commerce Scholarship Committee, and a business owner.

Ms. Cooley recognized Ms. Read, Program Manager of the Needham Health Department, former Director of the Needham Coalition for Substance Abuse Prevention, and volunteers her time in her hometown of Medfield, MA.

State Representative Garlick read and presented Ms. Read a citation, and offered congratulations to both women.

State Senator Richard Ross read and presented Ms. Borrelli a citation, and offered congratulations to both women.

The Board of Selectmen offered their congratulations.

7:30 p.m. Public Hearing - Eversource: South Street
Maureen Carroll, Eversource representative appeared before the Board requesting permission to install approximately 11 feet of conduit in South Street.

Ms. Cooley invited public comment. No comments were made.

Kate Fitzpatrick, Town Manager said all paperwork is in order.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from Eversource Energy to install approximately 11 feet of conduit in South Street. This work is necessary to provide underground electric service at 124 South Street, Needham.

Second: Mr. Matthews. Unanimously approved 4-0.

7:32 p.m. Public Hearing - Eversource: Helen Road
Ms. Cooley said a request was made to continue the Public Hearing to the next Board of Selectmen meeting on August 15, 2017.

She asked for and noted no interested residents attended the public hearing.

Motion by Mr. Bulian that the Board of Selectmen vote to continue Public Hearing - Eversource: Helen Road to August 15, 2017.

Second: Mr. Borrelli. Unanimously approved 4-0.

7:32 p.m.

Appointments and Consent Agenda:

Motion by Mr. Bulian that the Board of Selectmen vote to approve the Appointments and Consent Agenda as presented.

APPOINTMENTS

1. Board of Appeals (Reappointment) Kathleen Lind Berardi (Term Expires 6/30/2020)
2. Design Review Board (Reappointment - Richard M. Riley (Term Expires 6/30/2020) Alternate)
3. Election Workers to be provided under separate cover.

CONSENT AGENDA

1. Accept the following gifts received by the Needham Public Library for the period of May 5, 2017 to June 30, 2017: Rose A. Doherty donated a copy of South Boston on Parade: A History of South Boston's Evacuation Day and Saint Patrick's Day Parade (\$18.95); Ruth Bobick donated a copy of her book, Six Remarkable Hull-House Women (\$20.00); Additional gifts in memory of Betty Ann Keane, totaling \$677.50 were received from:
John & Denise Perre, Nicholas Evans, Cheryl & Michael O'Leary, Rachel Ann McAlpine, Sally Ann McGurkin, Mr. & Mrs. Richard Matulis, Michael & Kathy Basile, Michael & Patricia Noonan, Geraldine F. Donohue, Catholic Charities Castle Rock Office, Jon & Kem Sawyer, Judith R. Sidel, Chris & Jim Woods, Saint Joseph High School, Karen Jerome Skillins; Claire Blum made a donation in memory of Milton Berman (\$50.00); Ann MacFate made a donation in memory of Irene MacFate (\$250.00); The Library Foundation of Needham gave the library \$3,000 in support of the One Community, One Book program; The Friends of the Needham Public Library gave the library a copy of Kevin Comtois' book, Troubadours & Troublemakers (\$14.95); The Friends also donated \$200.00 in memory of Roberta Haskell Crocker; Karen Jerome Skillins made a donation in memory of Roberta Haskell Crocker (\$37.50); Jerry Goldstein gave the library a copy of Needham Celebrates 300, 1711- 2011; R.A. Stefanowicz gave the library a copy of the 1977 Needham High School yearbook (\$25.00); The St. Joseph Centennial Committee donated a copy of Hidden in Plain Sight: Decoding the Art, Architecture and Symbolism of St. Joseph Church; Penguin Random House Library Marketing gave the library a copy of Radical Hope: Letters of Love and Dissent in Dangerous Times (\$15.95); Shirley Pratt donated a copy of her book, Revelation: Dorothy's Story from Death to Rebirth (\$15.00); Amit Kapoor donated 6 DVD/ blu-Rays (\$119.00): The Girlfriend Experience, Power (Complete Second Season), The Royals (Season Two), Survivor's Remorse (complete second season), Orange is the New Black (Season Three), and Casual (Season One).
2. Accept the following donation made to the Needham Community Revitalization Trust fund: \$500 from Holly and Bruce Johnstone.
3. Ratify a One Day Special Wines & Malt Beverages License request for Gloria Greis of the Needham Historical Society who hosted a Paint Night event on July 11, 2017 from 6:30 p.m. to 10:30 p.m. The event was held at the Needham Historical Society, 1147 Central Avenue, Needham.

4. Approve Special One Day Wines & Malt Beverages license for Anne-Marie Bajwa, of the Charles River Center to hold its Charles River Center 5K run/1mile walk event on September 24, 2017 from 12:00 p.m. to 3:00 p.m. This event will be held at the Charles River Center, 59 E. Militia Heights Drive, Needham.
5. Accept the following donations made to Needham Youth Services: \$150 from the Anime Club at Needham High School; and \$100 from Timothy M. McDonald. The monies will be used to sponsor Needham Youth Services Programs.
6. Approve a Special One Day Wines & Malt Beverages license for Leslie J. Laputz of the Pan Mass Challenge to host an event at the end of the Pan Mass Challenge on Sunday August 6, 2017 from 12:00 p.m. to 5:00 p.m. The event will be held in Trim Lot (in Needham), which is at Babson College, 231 Forest Street, Babson Park.
7. Approve minutes of June 30, 2017 meeting.
8. Approve 2017 Mobile Food Truck license for a new food truck vendor – KHF LLC d/b/a The Dining Car.
9. Water & Sewer Abatement Order #1240
10. Grant permission for the following residents to hold block parties:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Naomi Goldman	93 Gayland Rd	Gayland Rd	9/16/17	9/23/17	4pm-7pm
Jeanne Martin	139 Plymouth Rd	Plymouth Rd Ext.	9/9/17	9/10/17	1pm-7pm
Liz Lawlor	76 Howland St	Pleasant/Howland Streets	9/16/17	9/17/17	4pm-7pm
Kristen Vacanti	138 Brookside Rd	138/144 Brookside Road	9/9/17	9/30/17	12pm-8pm
Amanda Armstrong	100 Mayflower Rd	Mayflower Road	9/9/17	9/10/17	4pm-8pm

Second: Mr. Borrelli. Unanimously approved 4-0.

7:33 p.m.

Director of Public Works:

Richard P. Merson, DPW Director appeared before the Board with 2 items to discuss:

1. Sign Notice of Traffic Regulation - Hampton Avenue

Motion by Mr. Bulian that the Board of Selectmen vote to approve and sign the Notice of Traffic Regulation #P17-07-25 for Hampton Avenue, time limited in designated places, west side Ellis Street to Beech Street.

Second: Mr. Borrelli. Unanimously approved 4-0.

2. Downtown Improvement Project Update

Mr. Merson updated the Board on the status of the Downtown Improvement Project, saying the project is mid-way through the second phase with installation of brick pavers in the crosswalk box. He said this phase is labor intensive and will affect traffic and businesses. He commented notice of the start of Phase 3 is on the Town's website and social media. He said sequencing of the process is "holding

together” with only a few interruptions for some extra utility work. Mr. Merson commented the Needham Police Department is doing a great job handling traffic detours. He said once work is completed in the intersections, power for the traffic control system will be connected.

Ms. Cooley noted completed electrical work in the vault was delayed by outside contractors. Ms. Cooley said a list of Frequently Asked Questions developed by the Town Manager will be on the Town’s website. She said the project is being completed in five phases rolled out over multiple years. Ms. Cooley asked when residents will see a change in the timing of traffic lights? Mr. Merson said the shutoff of power for the switch over will occur at 12:01 a.m. until 8:00 a.m. on Thursday, July 27, 2017. He explained additional details need to be put in place for the Town to fine tune lights, sensors, and camera systems.

Mr. Bulian thanked Mr. Merson and Ms. Fitzpatrick for their work. He reiterated his unhappiness with the new lights at the train tracks, but noted the improvements. Mr. Bulian suggested residents review the list of FAQ on the Town’s website and provide additional comments to the Board of Selectmen.

Mr. Borrelli thanked Mr. Merson. He said more work needs to be done to figure out the crosswalk and mandated traffic light at the railroad track.

Ms. Cooley thanked Mr. Merson for the update.

7:50 p.m.

Verizon Small Cell Antenna Discussion:

Betsy Mason, Attorney, McLane Middleton and Dr. Donald Hayes, independent consultant and radiation specialist appeared before the Board to discuss a request from Cello Partnership d/b/a Verizon Wireless to install twelve (12) separate wireless small cell antennas and supporting equipment on existing electrical distribution poles in the Town of Needham.

Ms. Cooley stated since the last meeting, Cello Partnership d/b/a Verizon Wireless committed to doing pre and post installation testing at any potential cell sites approved by the Board of Selectmen. She said the Board is considering conditions for small cell sites, however none are currently in place. She commented another area of concern is the issue of double poles, noting new poles are already in place at a number of locations and old poles have not been removed. Ms. Mason said landline Verizon, Eversource, and National Grid are “admittedly pretty terrible” about removing old poles when new poles are put in place. She explained replacement of the poles is within the control of the pole owners, and is not part of the wireless division. She said she is disturbed to hear old poles had not been removed. Ms. Cooley said double poles are of grave concern and a tremendous irritation, and the Town wants the double poles removed. Ms. Mason said Ms. Cooley’s comments are understood.

Mr. Borrelli said he would only support "going live" when old poles are removed. He commented other towns have conditions including removal of old poles. Mr. Borrelli commented on the appearance of the small cell tower, which must blend in with its surroundings. Ms. Mason said the thought is to minimize the appearance.

Ms. Cooley commented on the maximum exposure on Melrose Avenue. She noted concern of other vendors adding to poles in open areas. She asked about the impact to citizens. Dr. Hayes commented the predictions are based upon worst case, and would most likely not occur unless under extreme conditions. Discussion ensued on maximum exposure. Dr. Hayes suggested periodic monitoring of the area to make sure levels do not go above limits.

The Board agreed to consider each site independently.

Motion by Mr. Matthews that the Board of Selectmen approve and sign a petition from Cello Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment at Verizon Site Name: Needham, MA SC06, Utility Pole #7 located near 609 Webster Street, Needham.
Second: Mr. Bulian. Unanimously approved 4-0.

Mr. Borrelli commented on the agreement on the double poles and post testing subject to Needham Board of Health approval. Ms. Cooley said agreement on double poles and post testing will, at some point, be part of the order of conditions.

Mr. Borrelli commented he is not comfortable with the pole location at 97 Melrose Avenue and asked for alternatives. Mr. Bulian agreed. Mr. Matthews suggested denying the petition at 97 Melrose Avenue without prejudice.

Ms. Mason said Verizon would prefer withdrawing application SC03 MA, Utility Pole #14 located near 97 Melrose Avenue.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from Cello Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment at Verizon Site Name: Needham SC04 MA, Utility Pole #27-0 located near 7 Stevens Road, Needham.
Second: Mr. Borrelli. Unanimously approved 4-0.

Mr. Borrelli clarified SC-04 is a double pole location, adding Verizon must be cognizant of street trees.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from Cello Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment at Verizon Site Name: Needham SC05 MA, Utility Pole #146/25 located near 189 Harris Avenue, Needham.
Second: Mr. Borrelli. Unanimously approved 4-0.

Motion by Mr. Borrelli that the Board of Selectmen approve and sign a petition from Cello Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment at Verizon Site Name: Needham SC07 MA, Utility Pole #67 located near 443 Great Plain Avenue, Needham.

Second: Mr. Bulian. Unanimously approved 4-0.

Ms. Cooley noted SC07 is a site with less coverage when compared with other sites.

Motion by Mr. Borrelli that the Board of Selectmen approve and sign a petition from Cello Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment at Verizon Site Name: Needham SC09 MA, Utility Pole #97/51 located near Dedham Avenue and South Street, Needham.

Second: Mr. Bulian. Unanimously approved 4-0.

Mr. Borrelli noted a letter of support was received regarding site SC09. Discussion ensued on the appearance of this cell tower.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from Cello Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment at Verizon Site Name: Needham SC19 MA, Utility Pole #116-1 located near 1250 Great Plain Avenue, Needham.

Second: Mr. Borrelli. Unanimously approved 4-0.

Ms. Cooley noted SC19 is an area needing more coverage.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from Cello Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment at Verizon Site Name: Needham SC21 MA, Utility Pole #72-3 located near 33 Chestnut Place, Needham.

Second: Mr. Borrelli. Unanimously approved 4-0.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from Cello Partnership d/b/a Verizon Wireless to install a wireless small cell antenna and supporting equipment at Verizon Site Name: Needham W SC03 MA, Utility Pole #25 located near 1437 Great Plain Avenue, Needham.

Second: Mr. Borrelli. Unanimously approved 4-0.

Ms. Cooley stated that Board of Selectmen will consider conditions and looks forward to pre and post testing. She thanked the proponents for working with the Town and stated there are residents who look forward to improved cell phone coverage.

Mr. Borrelli commented on formulating regulations, noting the City of Waltham's regulation barring other small cell facilities from installing small cell antenna within 120 ft. of an existing pole with a small cell antenna.

Ms. Cooley thanked residents for their input.

8:30 p.m.

Mobile Food Vendor Regulations Public Hearing:

Ms. Cooley said the Board of Selectmen has been working on revised regulations for the possibility of Mobile Food Vendors for over a year, working with other selected Boards in Town, particularly the Planning Board and the Park and Recreation Commission. She asked Mr. Matthews if he had any comments since he has been working closely on the issue for some time.

Mr. Matthews stated the issues include creating food truck opportunities in parts of Town not serviced by restaurants, i.e. Needham Crossing, utilizing parks including DeFazio and Claxton Field, and whether or not to allow food trucks in the business districts.

Ms. Fitzpatrick said input and ideas were received from residents.

Ms. Cooley invited Dave DiCicco, Park and Recreation Commission, to comment on regulations and how the Commission is thinking about applying potential regulations.

Mr. DiCicco said the issue is complicated as it involves user groups using concessions for fundraising efforts. He acknowledged proper staffing can be challenging, and there may be an opportunity to help by allowing food carts. He said draft regulations answer many questions for the Park and Recreation Commission. He commented on proposed hours of operation and regulations at DeFazio Park developed by the Park and Recreation Commission. Mr. DiCicco said the idea of "Food Truck Friday" or a food fest at Claxton Field is being explored by the Park and Recreation Commission. He asked the Board of Selectmen if the draft policy is "ready to go" and whether Park and Rec can move forward. He said criteria to choose vendors must be decided.

Ms. Cooley said regulations are open for discussion and anticipates a vote by the Board of Selectmen in August. She noted the attendance of Doug Fox, proponent of the Citizen's Petition at Town Meeting.

Ms. Cooley invited public comment.

Doug Fox, 43 Marked Tree Road thanked the Board of Selectmen for the progress made on allowing food trucks. He commented on the fee structure and the possibility of food trucks at certain fields. He urged the Board consider allowing food trucks in the downtown.

Joshua Levy, 42 Village Lane echoed sentiments of Mr. Fox. He encouraged the Board to focus on food truck meals close to where people work, not just concessions at fields.

Greg Reibman, President, Newton Needham Chamber of Commerce urged delaying a decision allowing food trucks in the downtown until completion of the Streetscape Project.

Ms. Cooley closed the public hearing and asked for comments from the Board.

Mr. Borrelli said he supports a food truck day. He said there may be an opportunity in the future for a small cart in an underserved location just outside of the downtown not affecting brick and mortar restaurants.

Ms. Cooley said a vote will be taken in August.

8:51 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager appeared before the Board with three items to discuss:

1. Regulations for the Sale of Alcoholic Beverages

Ms. Fitzpatrick reviewed proposed revisions to the Town's regulation for the sale of alcoholic beverages and recommended the Board approve the revisions.

Motion by Mr. Bulian that the Board of Selectmen vote to approve the revised Regulations for the Sale of Alcoholic Beverages effective July 25, 2017.

Second: Mr. Borrelli. Unanimously approved 4-0.

Mr. Matthews thanked the Town Manager, and the public for contributing to the discussion. He said he is hopeful the regulations will allow service that people want and provide opportunities for businesses while maintaining public safety.

Mr. Bulian said revised regulations will hopefully attract the type of establishment for more people and families.

2. Acceptance of Access Easement and Declaration of Restrictive Covenant

Ms. Fitzpatrick said the Planning Board has requested the Board of Selectmen accept and execute an Access Easement and Declaration of Restrictive Covenant from Mary Stare Wilkinson and Bradford Wilkinson to the Town of Needham. She said the documents were required by the Planning Board as a condition of the Board's approval of the Cartwright Road Definitive Subdivision Plan. She said Town Counsel has determined Town Meeting approval is also required, and this easement will be placed on a future Town Meeting warrant.

Motion by Mr. Bulian that the Board of Selectmen accept and authorize the Chairwoman to sign the Access Easement and Declaration of Restrictive Covenants by Mary Stare Wilkinson and Bradford Wilkinson to the Town of Needham.

Second: Mr. Borrelli. Unanimously approved 4-0.

3. Call for Special Town Meeting and Open Special Town Meeting Warrant
Motion by Mr. Bulian that the Board of Selectmen vote to call for a Special Town Meeting on Monday, October 2, 2017 and open the warrant for the meeting.
Second: Mr. Borrelli. Unanimously approved 4-0.

8:58 p.m. Board Discussion:

1. Committee Reports
No Committee Reports were made.

8:58 p.m. Adjourn:
Motion by Mr. Borrelli that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of July 25, 2017.
Second: Mr. Bulian. Unanimously approved 4-0.

A list of all documents used at this Board of Selectmen meeting are available at:

<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>



Theodora K. Eaton, MMC
Town Clerk

TOWN OF NEEDHAM

Office of the Town Clerk

1471 Highland Avenue, Needham, MA 02492-0909

Telephone (781) 455-7500 x216

Fax (781) 449-1246

Email: Teaton@needhamma.gov

July 18, 2017

Ms. Marianne Cooley, Chairman
Board of Selectman
1471 Highland Avenue
Needham, MA 02492

Dear Ms. Cooley :

Under M.G.L. chapter 54, section 12, I am enclosing a list of Election Workers recommended for appointment for 2017-2018.

If you have any question, please don't hesitate to contact me.

Sincerely,

Theodora K. Eaton, MMC
Town Clerk

Election Workers FY 2017-2018

Party	Title	Last Name	First Name	St #	Street Name	Town
D	Inspector	Amsbary	Elizabeth G.	19	Cimino Road	Needham
D	Inspector	Anderson	Myra R.	58	Whittier Road	Needham
U	Inspector	Atkinson	Jennifer	40	Mellen Street	Needham
U	Warden	Attridge	Paul H	59	Powers St	Needham
U	Warden	Attridge	Pauline	59	Powers St	Needham
U	Inspector	Avedikian	Isabel	148	Valley Road	Needham
U	Inspector	Baker	Julia S.	178	South Street	Needham
U	Inspector	Belkin	Elaine J.	41	Highland Court	Needham
U	Inspector	Belval	Josephine	1208	Greendale Ave #221	Needham
U	Relief	Bird	Alma M	49	Whiting Way	Needham
U	Warden	Blomberg	Stephen E.	310	Harris Avenue	Needham
U	Inspector	Bosselait	Doris D.	83	Pickering Street, #102	Needham
R	Clerk	Brailey	Barbara N.	229	High Rock Street	Needham
D	Inspector	Brain	Anne	25	Ridgeway Avenue	Needham
U	Inspector	Budgell	Lucy S.	14	Doane Avenue	Needham
D	Inspector	Burns	Moy	563	Chestnut Street	Needham
D	Inspector	Buttrick	Madeline	35	Morton St	Needham
U	Inspector	Casey	Maryjane M.	75	Savoy Road	Needham
U	Inspector	Cavicchio	Clelia M.	43	George Aggott Road	Needham
D	Inspector	Cherot	Diana P.	345	Harris Avenue	Needham
D	Inspector	Coen	Ryan	46	Avalon Road	Needham
U	Inspector	Connolly	Jean M.	88	Gayland Road	Needham
U	Warden	Cummings	Lawrence R.	27	South Street	Needham
D	Inspector	Cusack	Barbara J	41	Curve Street	Needham
U	Inspector	D'Addesio	Kathryn L.	110	Linden Street	Needham
U	Inspector	Dlugasch	Carole	160	Country Way	Needham
U	Clerk	Doherty	Philip E	122	Tudor Road	Needham
D	Inspector	Ecsedy	David	20	Holland Terrace	Needham
U	Warden	Garrison	Edith	40	Pinehills Drive #1427	Plymouth
U	Inspector	Giuditta	Grace Barbara	13	Morgan Dr. #17	Natick
D	Inspector	Graham	Monica	17	High Street	Needham
U	Inspector	Greis	Madeleine	384	Webster Street	Needham
R	Inspector	Guiney	Irene J.	757	Highland Ave #325N	Needham
U	Inspector	Handel	Barbara R.	43	Tillotson Road	Needham
U	Inspector	Haratsis	Titina	77	Wayne Road	Needham
U	Inspector	Harris	Marilyn	757	Highland Ave #202S	Needham
D	Clerk	Hart	Elizabeth	154	Hillside Avenue #1	Needham
U	Warden	Hart	Samuel	154	Hillside Avenue #1	Needham
U	Inspector	Haskell	Eleanor B.	173	Stratford Road	Needham
U	Inspector	Haslip	Nancy C.	43	Whitman Road	Needham
U	Clerk	Herrick	Walter D.	131	Pine Grove Street	Needham
U	Warden	Hines	Betsy K.	135	Lindbergh Avenue	Needham
R	Inspector	Hollembaek	Marilyn P.	299	Manning Street	Needham
	Inspector	Hunt	Marcella	40	Avalon Road	Needham
D	Clerk	Jacques	Katherine P.	41	Hancock Road	Needham
D	Warden	Jacques	Steven N.	41	Hancock Street	Needham

Election Workers FY 2017-2018

U	Inspector	Kelly	Kathleen M.	883	Greendale Avenue	Needham
U	Inspector	Klepadlo	Shirley J.	23	Blake Street	Needham
U	Inspector	Kordas	Mary R.	34	Mackintosh Avenue	Needham
U	Inspector	Koss	M. Gerald	815	Webster Street	Needham
U	Inspector	Kurd	Sophie	135	Tower Avenue	Needham
R	Clerk	Loderick	Kenneth J.	63	Whiting Way	Needham
D	Inspector	Macrina	Mary L.	68	Page Road	Needham
R	Inspector	Macrina	George	68	Page Road	Needham
R	Inspector	Mang	Rae A.	19	Southfield Court	Needham
U	Warden	Mather	Marcia	85	Grove Street #110	Wellesley
D	Inspector	Mays	Phyllis M.	141	Chestnut Street #303	Needham
U	Inspector	McCann	Maureen	43	North Hill Avenue	Needham
R	Inspector	McCarthy	William	1210	Greendale Ave #324	Needham
U	Inspector	McKernan	Mary B.	96	Plymouth Road	Needham
U	Inspector	McLaughlin	Sarah M.	1012	Webster Street	Needham
U	Inspector	Mecagni	Eileen A.	173	Valley Road	Needham
U	Clerk	Melick	Phyllis K.	508	Great Plain Ave	Needham
U	Inspector	Mercer	Elizabeth	67	Mayo Avenue	Needham
U	Inspector	Merrick	Irene T.	94	Elder Road	Needham
U	Inspector	Muckerheide	Linda	22	River Park Street	Needham
U	Inspector	Oakes	Joan B.	9	Grant Street	Needham
U	Inspector	Ogilvie	Judith S.	47	Powers Street	Needham
U	Inspector	O'Keeffe	Kathleen J.	51	Alden Road	Needham
	Inspector	Pachus	Elizabeth	18	Ellicott Street	Needham
	Inspector	Palmatier	Kathryn A.	19	Tillotson Road	Needham
R	Clerk	Peckham	Ford H.	26	Lawton Road	Needham
D	Inspector	Pelletier	Claire E.	182	Linden Street Apt D	Needham
U	Inspector	Pilgian	Dorothy	381	Hillcrest Road	Needham
D	Inspector	Poness	Evelyn	72	Marked Tree Road	Needham
R	Inspector	Prinz	Sandra E.	411	Cartwright Road	Wellesley
R	Inspector	Quirk	Dorothy A.	136	Brookline Road	Needham
D	Inspector	Ridill	Nancy E.	102	Lindbergh Avenue	Needham
U	Clerk	Roman	Josephine A.	136	Valley Road	Needham
U	Inspector	Rosenstock	Carol	44	Bess Road	Needham
U	Warden	Rosenstock	Steven	44	Bess Road	Needham
U	Inspector	Rutter	David L.	163	Paul Revere Road	Needham
U	Inspector	Shah	Kalpana M.	168	Linden Street, Apt B	Needham
U	Warden	Slattery	Jean	12	Dunbarton Road	Needham
U	Inspector	Smookler	Arlene	174	Pine Grove St	Needham
R	Inspector	Story	Joan T.	28	Perry Drive	Needham
D	Inspector	Tamkin	Jennifer S.	60	Bonwood Road	Needham
	Inspector	Tamkin	Richard S.	60	Bonwood Road	Needham
	Inspector	Tamkin	Dylan M.	60	Bonwood Road	Needham
U	Warden	Tedoldi	M. Kathleen	13	Maple Street	Needham
	Inspector	Terry	Charlotte	17	Linbergh Avenue	Needham
U	Inspector	Tierney	Margaret A.	378	Central Avenue	Needham
U	Clerk	Tirrell	Joan M.	389	Manning Street	Needham

Election Workers FY 2017-2018

U	Clerk	Toran	Sarah A.	945	Central Avenue	Needham
U	Inspector	Wegner	Ruth	27	Dartmouth Ave	Needham
R	Inspector	West	Alan R.	1098	Webster Street	Needham
R	Inspector	West	Myra W.	1098	Webster Street	Needham
	Inspector	Wong	Amanda	205	Greendale Avenue	Needham
D	Inspector	Woodward	Natalie S.	757	Highland Avenue 221N	Needham
U	Inspector	Zwible	Joan C.	700	Webster Street	Needham

Minutes
Board of Selectmen Meeting
July 28, 2017

9:05 a.m. A special meeting of the Board of Selectmen was convened by Chairman Marianne Cooley at the Needham Town Hall. Present were Mr. Daniel Matthews, Mr. Matthew Borrelli, Town Manager Kate Fitzpatrick, Assistant Town Manager/Director of Finance David Davison, Special Counsel Ray Miyares and Special Counsel Eric Reustle.

Motion: Mr. Borrelli moved that the board enter into executive session under exception 3 to discuss on-going litigation, not to return to open session prior to adjournment. The motion was seconded by Mr. Matthews. Ms. Cooley polled the Board. Unanimous: 3-0.

Note: The meeting adjourned at 10:30 a.m.

Minutes
Board of Selectmen Meeting
August 4, 2017

12:30 p.m. A special meeting of the Board of Selectmen was convened by Chairman Marianne Cooley at the Center at the Heights. Present were Mr. Daniel Matthews, Mr. John Bulian, Mr. Moe Handel, Mr. Matthew Borrelli, Assistant Town Manager David Davison, and Town Manager Kate Fitzpatrick.

The Board discussed the fiscal year 2018/2019 proposed goals and objectives and Town Meeting issues: maximize the use of Town assets and ensure that Town and School services are housed in buildings that provide suitable and effective environments; ensure appropriate regulation an assessment of, and investment in infrastructure, maintain and improve the vitality and economic success of the Town; expand energy efficient and environmentally sound operations for the Town and its residents and businesses; maintain and develop amenities that contribute to the desirability of Needham as a place to live and work; maintain and enhance the Town's Financial Sustainability; and evaluate Town Operations and Administration.

The Board discussed the importance of identifying critical priorities, and created new categories of "future goals on the horizon" and "core operating principles." A list of objectives and status will be developed and presented to the Board for final comment on August 15th.

4:30 p.m. **Motion: Mr. Handel moved that the Board enter into executive session under exception 3 to discuss strategy with respect to on-going litigation and under exception 6 to discuss acquisition and value of real property, not to return to open session prior to adjournment. The motion was seconded by Mr. Bulian. Ms. Cooley polled the Board. Unanimous: 5-0.**

Note: The meeting adjourned at 5:00 p.m.

e-mailed 4/14/17
7/31/17



**Town of Needham, Massachusetts
Town Common**

2017 Event Form 51

2017 APR 12 P 2:51

INTERNAL USE ONLY

☐ DPW ☐ Police
☐ Fire ☐ OTM

Name of Event: Full Circle		Name of Organization: Circle of Hope	
Organization Mailing Address: 65 Rosemary Street, Needham		☒ Organization is Not-for-Profit	
Primary Contact: Clair Windsor		Contact Title: Vice Chair, Circle of Hope, Full Circle Event organizer for	
Contact Address: 98 Newell Avenue, Needham			
Contact Phone (Day): 617-817-4593		Contact Phone (Cell): 617-817-4593	
Contact Email: clairwindsor@hotmail.com			
Event Date(s) and Rain date: rain date Saturday, Sept 23, 10am-noon Sun. Sept. 24, 10am-noon		Event Time(s): 10am to noon	
Number of Expected Participants: between 200-300		Number of Expected Spectators at Peak Time: 120-140	
Are participants charged a fee? ☐ YES ☒ NO			
Are event organizers available to meet with members of the Town to plan event? Yes! Absolutely!			
What will be done in case of inclement weather? *Cancelling rain date as it conflicts w/ other events. If rain prevents us from holding the event on the 23rd we will move the event to the following day. If it rains on the 24th as well, we'll cancel the event this year.			
Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked (include estimated number of vehicles): last year we got mostly foot traffic and very few people drove to Full Circle. of those few families that drove, available street parking seemed to work beautifully. We expect the same to work for this year's event.			

What activities are planned for the event? Like last year, Full Circle will be comprised of six interactive "stations of Giving" where children and families can work together to volunteer their time and talents in a meaningful and impactful way to directly help those impacted by homelessness.

Describe electrical needs for event, and list specific requests.

We will have no electrical needs

Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.

we will not need a sound system of any kind

Will there be any food served? (contact Needham Health Dept: 781-455-4500 x262)

we will have small small snacks (apples, water, granola bars) given out for free. We will contact the health department and collect our own excess trash.

If the event takes place after dark, what is the plan to meet lighting needs?

n/a

Will portable toilets be used? List locations.

no

What is the plan to handle trash? like last year, (if it is acceptable again) we will have additional trash bins (donated by Office) to collect trash and recycling.

List additional information related to the success of your event. The Town's allowance for us to have Full Circle on The Common really helped to make it the wonderful success it was. The feedback and news coverage the event got shows how much our

Please return the completed application and any attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

- certificate of insurance

Community wants to provide volunteer opportunities for pre-school and elementary school aged children. we hope we can continue this amazing event in the heart of Needham Center. Thank you for your consideration.

e-mailed 1/12/17



Town of Needham, Massachusetts Road Event Form

INTERNAL USE ONLY

☒ DPW	☒ Police
☒ Fire	☐ OTM
☒ Park & Rec	☐ Paid
☐ PFD	

TYPE OF EVENT: (check all that apply)

☒ RUN ☒ WALK ☐ BICYCLE ☐ MOTORCYCLE

Name of Event:

BiggSteps Sk

Name of Organization:

Sean D. Biggs Memorial Foundation

Has this event been conducted in other Towns in the past? ☐ YES ☒ NO

If yes, name of Town and date:

Has this event been held in Needham in the past? ☒ YES ☐ NO

If yes, are you repeating the same route as in prior year(s)? ☒ YES ☐ NO

Organization Mailing Address:

99 Pond Ave #523 Brookline, MA 02445

☒ **Organization is Not-for-Profit**

Organization Billing Address (if Police Detail is required):

Same

Primary Contact:

Chris George

Contact Title:

Race Director

Contact Address:

394 Cherry St.
Newton MA 02465

Contact Phone (Day):

339-227-0083

Contact Phone (Cell):

Same

Contact Email:

Chris@biggstps.org

Event Date(s): 11/19/17	Date Expected to be in Needham: 11/19/17
Earliest Time Expected in Needham: 6:00am	Latest Time Expected in Needham: 12:30 pm
Number of Expected Participants: 300	Number of Expected Spectators at Peak Time: 50
Are participants charged a fee? ☒ YES ☐ NO	
Estimated Number of Vehicles: 75	What type of Parking is required: Broadmeadow Lot + side streets off Broad Meadow Rd. + Bird St.
Describe Parking Plan, include where participants and spectators will park and length of time expected to be parked: School Parking lot to be used and volunteers w/ flags and signs to point participants to side streets - one side only. general parking time - 8:45am - 11:30am	
Are event organizers available to meet with members of the Town to plan event? ☒ YES ☐ NO	Do event organizers foresee the need for any road closures (subject to police review)? ☒ YES ☐ NO Broadmeadow + Bird Street - closed during race time to non-residents
What will be done in case of inclement weather? either cancellation or reschedule to 11/26 if available	
Will neighborhoods be impacted by parking and traffic? Traffic - unlikely Parking - we do a thorough job to ensure parking on one side and no interference w/ neighbors	
What activities are planned for the start of the race (if in Needham)? Announcements (safety, course info, sponsors)	
What activities are planned for the end of the race (if in Needham)? Boney House; silent auction, awards	

What facilities are needed for the start of the race (if in Needham)? Broadmeadow parking lot + cafeteria + ballfield (we will contact Niki Rumbos re: Same)	
What facilities are needed for the end of the race (if in Needham)? Same	
Once the event begins, how long will it take to complete the event? 90 minutes	
Are signs requested to post at the start of the race? At the end of the race? Are signs requested for along the route?	We provide our own. we need Barricades at entrances to Bird + Greendale + Broad meadow + Greendale
Will volunteers be placed along the route?	Yes - all turns, mile markers, water stop
Will you be using a sound system? (includes music) If yes, please describe where and when it will be used.	Yes - DJ - typically music begins at 8am -
Will there be any food served? (contact Needham Health Dept: 781-455-7500 x262)	Bananast Bagels will be kept outside
Will portable toilets be used? List locations.	No
Will hydration stops be set up along route? If yes, please include these on route plan.	Yes - see Map
If the event takes place after dark, what is the plan to meet lighting needs?	N/A
What safety measures are being made for participants and spectators? What are plans for handling first aid and medical emergencies?	1) cones on course for running lane. 2) volunteer course marshalls. 3) Police Detail 4) Med Tent staffed by BIR - Needham
Does the event take place during commuter times?	No
Is school in session during the event? Will school drop off or pick up be impacted by the event?	No
Are businesses open during the time of the event?	None along course
Does the route pass any business that might be impacted by the event? (e.g. funeral homes, markets, restaurants)	No

Are there any churches/houses of worship located along the event route?
Will church/house of worship services take place during the event?

Greendale Worship Center
Carson Roads have full access to this facility
Race does not interfere with any
Scheduled Services.

What is the plan to handle trash?

We clean up after ourselves - self
provide trash barrels

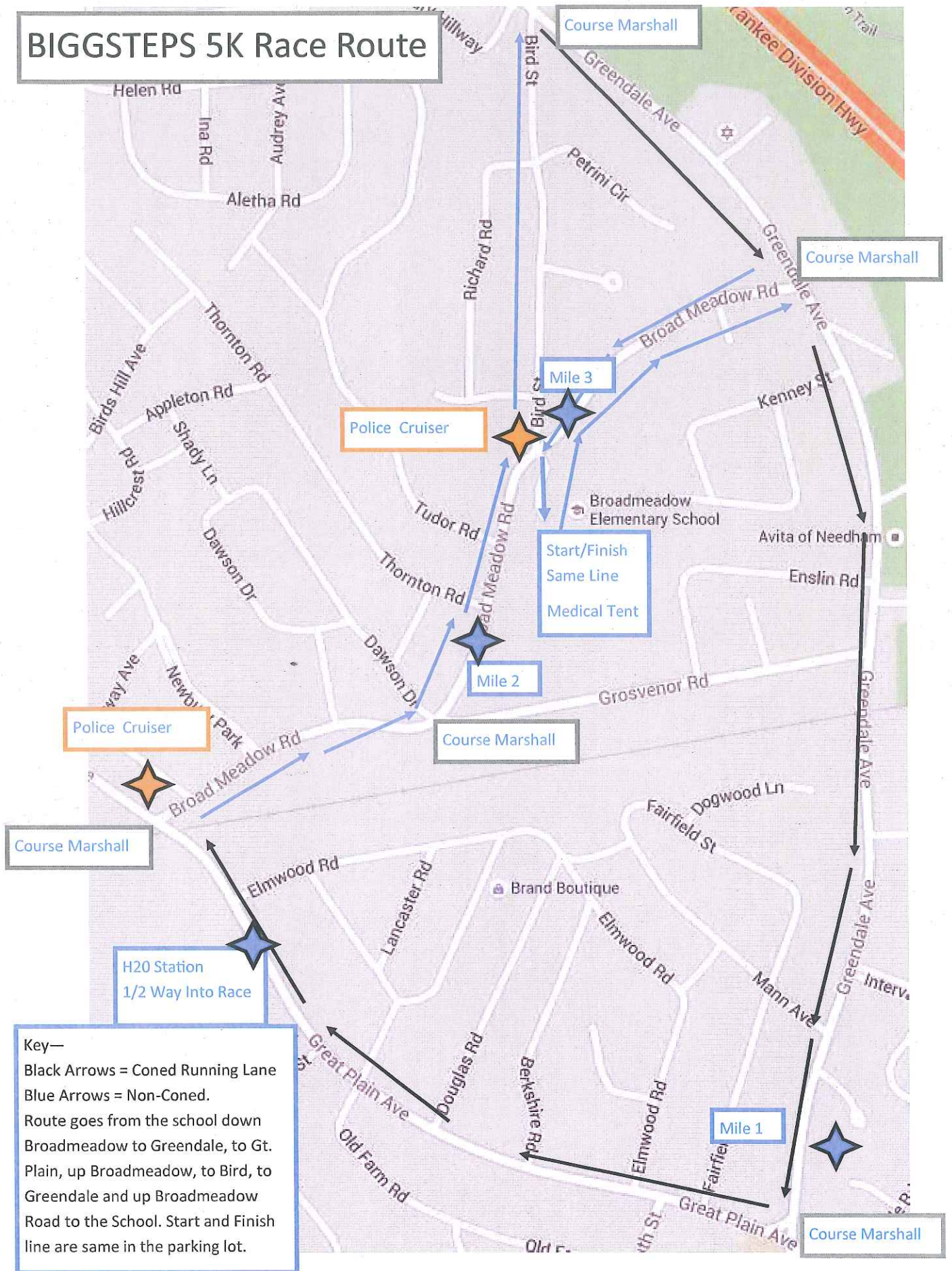
Please return the completed application and attachments to the Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, MA 02492:

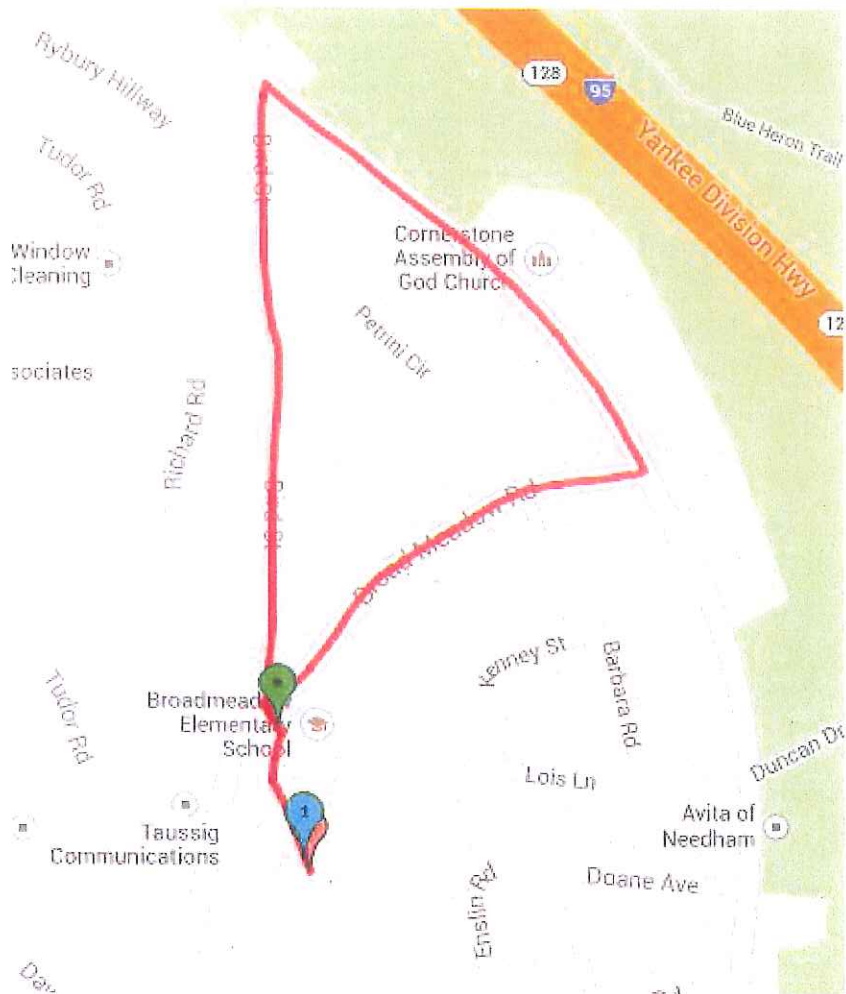
- event route map (include map and text of route, parking plan, volunteer placement)
- application fee (\$25 events that start and end in Needham; \$50 event passes through Needham)
- certificate of insurance

PLEASE NOTE:

For Road Events scheduled more than 4 months out from application receipt date, a soft hold will be placed on the date, but final approval will not be granted until under the 4 month window. This is due to unforeseen conditions which may impact this event.

BIGGSTEPS 5K Race Route







March 3, 2017

Kate Fitzpatrick
Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Ms. Fitzpatrick,

I am writing to request permission again this year for BRAKING AIDS® Ride to travel through your jurisdiction on Friday, September 8, 2017 from 6:30 am to 7:30 am. We are also notifying Lieutenant Forbes of the Needham Police Department.

BRAKING AIDS® Ride is a three-day bicycle ride to benefit Housing Works, a major AIDS service organization headquartered in New York City and with offices around the country. Approximately 125 riders will come together to raise money and awareness to fight a disease that affects millions of Americans each year, including many right here in our area.

BRAKING AIDS® Ride is a fully-supported ride, not a race, with people of all ages, shapes, and sizes riding at their own pace.

I have enclosed the route that we propose to use to travel through your jurisdiction. Please review the enclosed materials. We are not asking for any roads or lanes to be closed during our event. **If permission is granted, please fill out, sign and return the Notification and Approval of Event form attached.**

Please feel free to call me at 212.989.1111 or e-mail at elatainer@globalimpactpro.com to discuss this request. We look forward to partnering with you to make a difference in the fight against AIDS in our community.

Sincerely,

Emilie Latainer
Production Coordinator
BRAKING AIDS® Ride

BRKING AIDS® Ride - Route Cues 2017

Day 1							
Segment Mileage	Total Miles	Turn	Note	Police/Motorcycle Safety support	Township or Borough		
		Opening	First Church of Dedham, 670 High Street, Dedham, MA 02026	Police - Norfolk County	Dedham		
		Right	Onto High Street				
0.0	0.0	Left	Onto Ames Street out of Opening				
0.6	0.6	Cross	Bridge Street at light onto Pine Street	Moto Safety			
0.8	1.4	Bear Left	Onto Needham Street at stop sign	Moto Safety	Needham		
0.8	2.2	Cross	Over I-95 onto Great Plain Avenue	Moto Safety			
0.3	2.5	Cross	Greendale Avenue				
0.2	2.7	Left	Onto South Street	Moto Safety			
0.7	3.4	Cross	Dedham Avenue at light				
0.6	4.0	Bear Left	To avoid High Rock Street				
0.5	4.5	Cross	Chestnut Street at light				
1.2	5.7	Cross	Charles River Street				
0.2	5.9	Cross	Charles River				
	5.9	Bend Right	Onto Willow Street				
0.7	6.6	Bear Right	Onto Dedham Street at stop sign		Dover		



Town of Needham
Building Department
500 Dedham Ave., Needham, MA 02492

Phone
781-455-7550
Fax
781-453-2510

Permit Fee Schedule

Effective August 15, 2017

The fees for all permits shall be computed at a rate of \$10.00 per one thousand (\$1,000.00) of estimated construction cost of any fraction thereof, provided however, that in no event shall the fee be less than the minimum fee set out below.

Rounded up to the nearest thousand

Permit

Fee

Building Permits

Building Permit (including signs)	Per \$1,000.00 of construction of fraction thereof	\$10.00
Demolition Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Minimum Permit Fee; Residential (1 & 2 Family)	Flat Rate	\$150.00
Minimum Permit Fee; Residential (3 Family & Up)	Flat Rate	\$200.00
Minimum Permit Fee; Commercial	Flat Rate	\$200.00

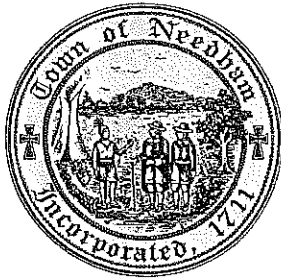
Mechanical Permits

Electrical Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Plumbing Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Gas Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Sheet Metal Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Sprinkler & Alarm Permit Fee; Commercial	Per \$1,000.00 of construction of fraction thereof	\$10.00
Minimum Permit Fee; Residential 1 & 2 Family	Flat Rate	\$100.00
Minimum Permit Fee; Residential 3 Family & up	Flat Rate	\$100.00
Minimum Permit Fee; Commercial	Flat Rate	\$100.00
After Business Hours /Facility Shut Down Insp.	Hourly Rate-minimum 4 hours	\$50.00 hr.
Replacement Appliance in existing home (stove, dishwasher, garbage grinders, washer and dryer)	Flat Rate	\$50.00

Other

Liquor License Premises Inspection	First Inspection	\$40.00
Liquor License Premises Re-inspection	Additional inspections	\$100.00
All other work requiring permits	Per \$1,000.00 of construction of fraction thereof	\$10.00
Re-Inspection ; First re-inspection	Flat Rate	\$50.00
Re-Inspection; Second or subsequent	Flat Rate	\$100.00
Certificate of Use & Occupancy; no renovation	Flat Rate	\$ 100.00
Certificate of Use & Occupancy; Temporary or Partial; per unit, per month	Flat Rate	\$ 100.00
Certificate of Inspection per MSBC Section 106	Per place of Assembly	varied
Zoning Opinion; in writing	Flat Rate	\$100.00
Replacement permit card	Flat Rate	\$100.00
WORK STARTED WITHOUT PERMIT		DOUBLE FEE

Municipal Properties are exempt from all Building Department Fees



TOWN OF NEEDHAM
BOARD OF SELECTMEN
1471 Highland Avenue
(781) 455-7500
selectmen@needhamma.gov

PARKING PERMIT FEES

Annual Permit Fee: \$200 (effective May 1, 2016)

Replacement Permit Fee: \$10 (effective August 15, 2017)

TREASURER' S OFFICE

TOWN OF NEEDHAM

APPLICATION FOR ALL-DAY PARKING PERMITS

Current Permits Expire April 30, 2017. Please complete and return to the Treasurer' s Office by April 21, 2017.

REGULATIONS AND PROCEDURES:

1. Permits may be purchased by any business or other organization located in the Needham Square area, defined as extending East to West from Pickering Street to Linden Street, and North to south from May Street to School Street.
2. A qualified business or organization can buy as many permits as it needs for employees.
3. Any business or organization found to be abusing the permit system may lose such privilege for the remainder of the year.
4. Each Downtown permit (which can be moved among vehicles) costs \$200.00 and is valid **May 1, 2017- April 30, 2018.**

Date: _____

Business/Organization Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

A. Total number of Employees _____

B. Total hours worked per week by all Employees _____

C. Private parking spaces available: _____

D. Number of permits requested: _____

In the spirit of co-operation and to make Needham a better place to work and shop, I believe that the information noted above is accurate and the number of permits requested is based on the needs of this business or organization.

Manager/Authorized Signature

FOR OFFICIAL USE ONLY

Application # _____

Approved: **Downtown Parking Permits** _____

Issued: **Downtown Parking Permits** _____

Permit #s **Downtown** _____

Payment **Downtown \$** _____

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

TO: TOWN TREASURER AND COLLECTOR
cc: TOWN ACCOUNTANT, WATER AND SEWER SUPERINTENDENT

WHEREAS the appropriate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer revenue and

WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	-\$102.90
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$286.56
Transfer Station Charges:	\$0.00
Total Abatement:	-\$389.46

Order #: 1241

Read and Approved:


Assistant Director of Public Works

8/10/2017


Director of Public Works

8/10/17

For the Board of Selectmen

Date: 8/15/17

**Town of Needham
Water Sewer Billing System
Adjustment Form**

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read
JO	Council on Aging	(1)					\$0.00	-\$102.90	-\$286.56	-\$389.46	COA	N

Total: -\$389.46

ALSO, LET THIS SERVE AS AUTHORIZATION TO ABATE ANY PENALTY OR INTEREST WHICH HAS ACCRUED DUE TO THE NON-PAYMENT OF AMOUNTS AS STATED ABOVE.

Legend:

O.I. = O.I. reading slower than inside meter causing large bill when inside meter is read.
 TWN = Town Project caused damage to private property
 EC = Extenuating Circumstances
 Equip = Equipment Malfunction
 UEW = Unexplained water loss
 ACC = Accidental Water Loss
 BP = Billing Period beyond 100 days
 COA - Council on Aging