

BOARD OF SELECTMEN
May 24, 2011
Needham Public Services Administration Building
Revised Agenda

	6:45	Informal Meeting with Citizens
1.	7:00	Public Hearing: Alteration of Premises for an All Alcoholic Club License <ul style="list-style-type: none"> ▪ Martin Malone, Manager, Needham Golf Club
2.	7:00	Public Hearing: NSTAR- Scott Road <ul style="list-style-type: none"> ▪ Arletha Wade, NSTAR
3.	7:05	Department of Public Works – Richard Merson, Director DPW <ul style="list-style-type: none"> ▪ Order of Taking for Town Way – West Side of Great Plain Ave, from Harris Ave to MBTA R.O.W. ▪ Order of Taking for Town Way – Farley Pond Lane
4.	7:15	Fire Department- Chief Paul Buckley <ul style="list-style-type: none"> ▪ Introduce Deputy Chief Donald Anastasi ▪ Recognition of Active Duty Military Service
5.	7:20	Approve Sale of Bonds <ul style="list-style-type: none"> ▪ Dave Davison, Assistant Town Manager, Director of Finance ▪ Evelyn Pones, Town Treasurer
6.	7:45	Town Manager <ul style="list-style-type: none"> ▪ Approve DPW Memorandum of Agreement ▪ Accept MBTA Sewer Easement ▪ Elder Services PILOT Agreement ▪ Needham Market Invitation
7.	8:00	Comcast Ascertainment Process <ul style="list-style-type: none"> ▪ Jonathan Tamkin, Cable TV Advisory Committee
8.	8:10	Board Discussion <ul style="list-style-type: none"> ▪ Bottle Bill Expansion ▪ Downtown Zoning/Needham Center Overlay District ▪ Committee Reports

CONSENT AGENDA *=Backup attached

1.*	Approve One Day Special Wine & Malt Beverage license request from David C. Horton of Needham Pool & Racket Club to host a New Member reception to be held on Friday, June 17, 2011 at the Needham Pool & Racket Club, 1545 Central Avenue, Needham from 6:00 pm to 9:00 pm.
2.*	Approve One Day Special Wine & Malt Beverage license request from David C. Horton of Needham Pool & Racket Club to host a Summerfest event to be held on Saturday, July 16, 2011 at the Needham Pool & Racket Club, 1545 Central Avenue, Needham from 6:00 pm to 9:00 pm.
3.	Accept the following donation made to the Needham Health Department's Gift of Warmth fund: \$100 from First Parish in Needham, Unitarian Universalist.
4.	Accept the following donations made to the Needham Park and Recreation

Commission - Needham Cultural Council- \$600 for Arts in the Park; United States Tennis Association, New England- Quick Start Tennis Package (two 18ft. mini nets, 12 racquets, 2 dozen balls and throw down lines); Needham Community Council-wheelchair for Rosemary Pool; and Matt and Melissa Hughes- painting at Rosemary camp property.

5. Accept \$4,840 donation made to the Needham Revitalization Trust Fund for the purchase of banners from the Needham Tercentennial Committee.
6. Accept donation of two new United States flags for the Town Common and Needham Heights Common for summer use from the members of Norfolk Lodge, A.F. & A.M.
7. Approve application for Deferral of Water & Sewer User Fees.
8. Accept a \$700 donation made to Needham Youth Services from the Needham Community Council to be used to sponsor the Youth Commission's Project VAN.
- 9.* Approve minutes from April 26, 2011, May 9, 2011 and May 10, 2011.
- 10.* Water and Sewer Abatement Order # 1125
- 11.* Approve One Day Special Wine & Malt Beverage license request from Betsy Husted of Christ Church to host a cast party for Longwood Opera event to be held on Sunday, June 5, 2011 at the Christ Church, 1132 Highland Avenue, Needham from 4:00 pm to 8:00 pm.
- 12.* Grant permission for a fund-raising bicycle ride through Needham on September 16, 2011. The event, Braking the Cycle, is a three-day bicycle ride to benefit the HIV/AIDS services of New York's Lesbian, Gay, Bisexual and Transgender Community Center of New York. Approximately 130 riders will pass through Needham between 7:15 and 8:15 am. Permission has been granted by the Conservation Commission to use Ridge Hill as a rest stop.
13. Grant Permission for the following residents to hold a block party:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Barbara St. John	138 Fairfield Street	138 Fairfield St	6/17/11		12:45-4pm
Matt Cotton	25 Mills Road	Mills Rd	6/18/11	6/24/11	4-9pm 6-9pm
Valerie Maio	15 Park Ave	Park Ave	6/18/11	6/19/11	10am-10pm
Deb Tormey	Lawton Rd	Lawton Rd	6/18/11		3-9pm

Board of Selectmen

AGENDA FACT SHEET for May 24, 2011

Agenda Item: Public Hearing: Alteration of Premises for an All Alcoholic Club License

Presenter(s): Martin Malone, Manager, Needham Golf Club

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The Needham Golf Club will discuss its petition for an Alteration of Premises. The petition is for the construction of a new clubhouse at the Needham Golf Club, 49 Green Street, and the demolition of the previous clubhouse at the same location. The Alcoholic Beverages Control Commission requires that a public hearing be conducted.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: [YES] NO (circle one)

Suggested Motion: That the Board of Selectmen vote to approve the Alteration of Premises petition submitted by the Needham Golf Club and to forward the approved application to the ABCC.

3. BACK UP INFORMATION ATTACHED:

- a) Form 43
- b) Petition for Change of License Form
- c) Floor Plans
- d) Letter from Architect – MAUGEL ARCHITECTS, INC.
- e) Certification of Abutter Notification
- f) Abutter List
- g) Newspaper Notice

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	ABCC _____	[yes]	no	NA	_____

Disposition by BOS

Action taken: _____ Present on future Agenda: _____

Refer to/Inform: _____ Report back to BOS on: _____

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

PETITION FOR CHANGE OF LICENSE

77000006

Needham

ABCC License Number

City/Town

The licensee Needham Golf Club respectfully petitions the Licensing Authorities to approve the following transactions:

- | | |
|--|--|
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> Alteration of Premises |
| <input type="checkbox"/> Pledge of License/Stock | <input type="checkbox"/> Cordial & Liqueurs |
| <input type="checkbox"/> Change of Corporate Name/DBA | <input type="checkbox"/> Change of Location |
| <input type="checkbox"/> Change of License Type (\$12 ONLY, e.g. "club" to "restaurant") | |

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out financial information form)

Description of Alteration:

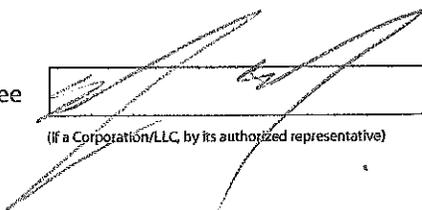
Remove old clubhouse and built new clubhouse

Change of Location: (must fill out financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee



(If a Corporation/LLC, by its authorized representative)

Date Signed

05/06/2011

NOTES:

PARTITION LEGEND
INTERIOR PARTITION

PARTITION NOTES
1. ALL WALLS TO BE FINISHED WITH 5/8" GYP BOARD TO INTERIOR FACE.
2. FINISH TO BE DETERMINED BY THE ARCHITECT.

CONCRETE WORK NOTES
1. ALL CONCRETE SHALL BE 4000 PSI.
2. ALL CONCRETE SHALL BE FINISHED TO THE FACE.
3. ALL CONCRETE SHALL BE FINISHED TO THE EXTERIOR FACE.
4. ALL CONCRETE SHALL BE FINISHED TO THE INTERIOR FACE.
5. ALL CONCRETE SHALL BE FINISHED TO THE EXTERIOR FACE.

FRAME CONSTRUCTION
1. ALL FRAMES SHALL BE 4x4 LUMBER.
2. ALL FRAMES SHALL BE FINISHED TO THE FACE.
3. ALL FRAMES SHALL BE FINISHED TO THE EXTERIOR FACE.
4. ALL FRAMES SHALL BE FINISHED TO THE INTERIOR FACE.
5. ALL FRAMES SHALL BE FINISHED TO THE EXTERIOR FACE.

FINISHES
1. FLOOR FINISH TO BE DETERMINED BY THE ARCHITECT.
2. WALL FINISH TO BE DETERMINED BY THE ARCHITECT.
3. CEILING FINISH TO BE DETERMINED BY THE ARCHITECT.

MECHANICAL
1. ALL MECHANICAL SHALL BE FINISHED TO THE FACE.
2. ALL MECHANICAL SHALL BE FINISHED TO THE EXTERIOR FACE.
3. ALL MECHANICAL SHALL BE FINISHED TO THE INTERIOR FACE.
4. ALL MECHANICAL SHALL BE FINISHED TO THE EXTERIOR FACE.

ELECTRICAL
1. ALL ELECTRICAL SHALL BE FINISHED TO THE FACE.
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PLUMBING
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ELEVATORS
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FOUNDATION
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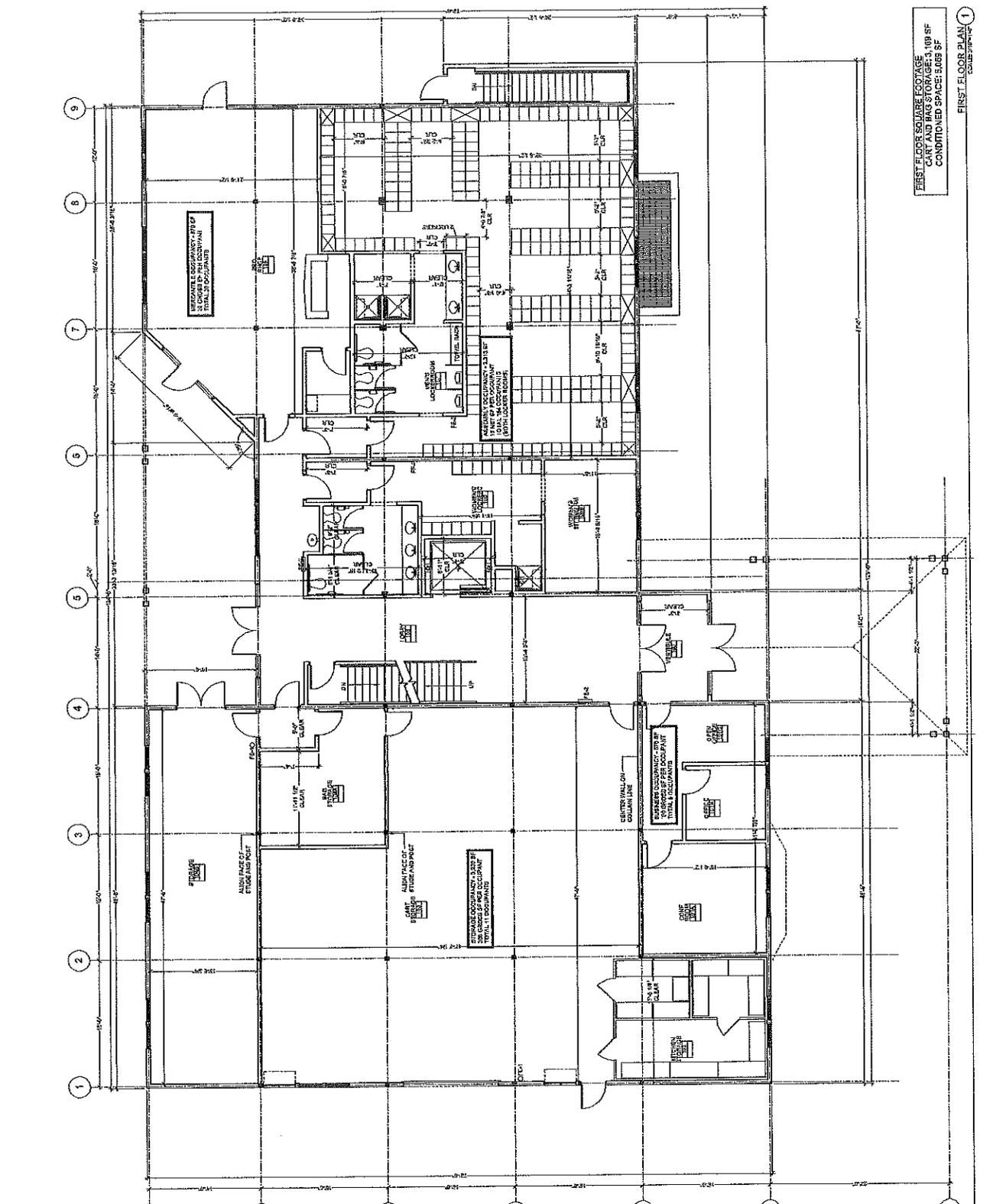
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FIRST FLOOR SQUARE FOOTAGE
CART AND BAG STORAGE: 3,189 SF
CONDITIONED SPACE: 5,089 SF

FIRST FLOOR PLAN
SHEET NUMBER 1

PROJECT
Needham Golf Club

ARCHITECT
A.101

DATE
05/21/11

REVISIONS
DATE: 05/21/11

NOTES:

PARTITION LEGEND

1	WALL PARTITION
2	GLASS PARTITION

PARTITION NOTES

1. PARTITION HEIGHT SHALL BE 8'-0" UNLESS OTHERWISE NOTED.
2. PARTITION SHALL BE FINISHED TO MATCH ADJACENT WALLS.
3. PARTITION SHALL BE FINISHED TO MATCH ADJACENT FLOORS.
4. PARTITION SHALL BE FINISHED TO MATCH ADJACENT CEILING.

DIMENSIONING NOTES

1. DIMENSIONING SHALL BE TO THE FACE OF THE PARTITION UNLESS OTHERWISE NOTED.
2. DIMENSIONING SHALL BE TO THE CENTERLINE OF THE PARTITION UNLESS OTHERWISE NOTED.
3. DIMENSIONING SHALL BE TO THE FACE OF THE PARTITION UNLESS OTHERWISE NOTED.

FIRE EXTINGUISHER SCHEDULE

FE1	CLASS ABC	1.0 GALLON	1.5 LB
FE2	CLASS ABC	1.0 GALLON	1.5 LB
FE3	CLASS ABC	1.0 GALLON	1.5 LB
FE4	CLASS ABC	1.0 GALLON	1.5 LB
FE5	CLASS ABC	1.0 GALLON	1.5 LB

PROJECT INFORMATION

Project: **Nasham Golf Club**
 2000 Nasham Road
 Nasham, MA 01945
 Architect: **W. J. ...**
 Date: **...**

REVISIONS

NO.	DESCRIPTION
1	...
2	...

GENERAL NOTES

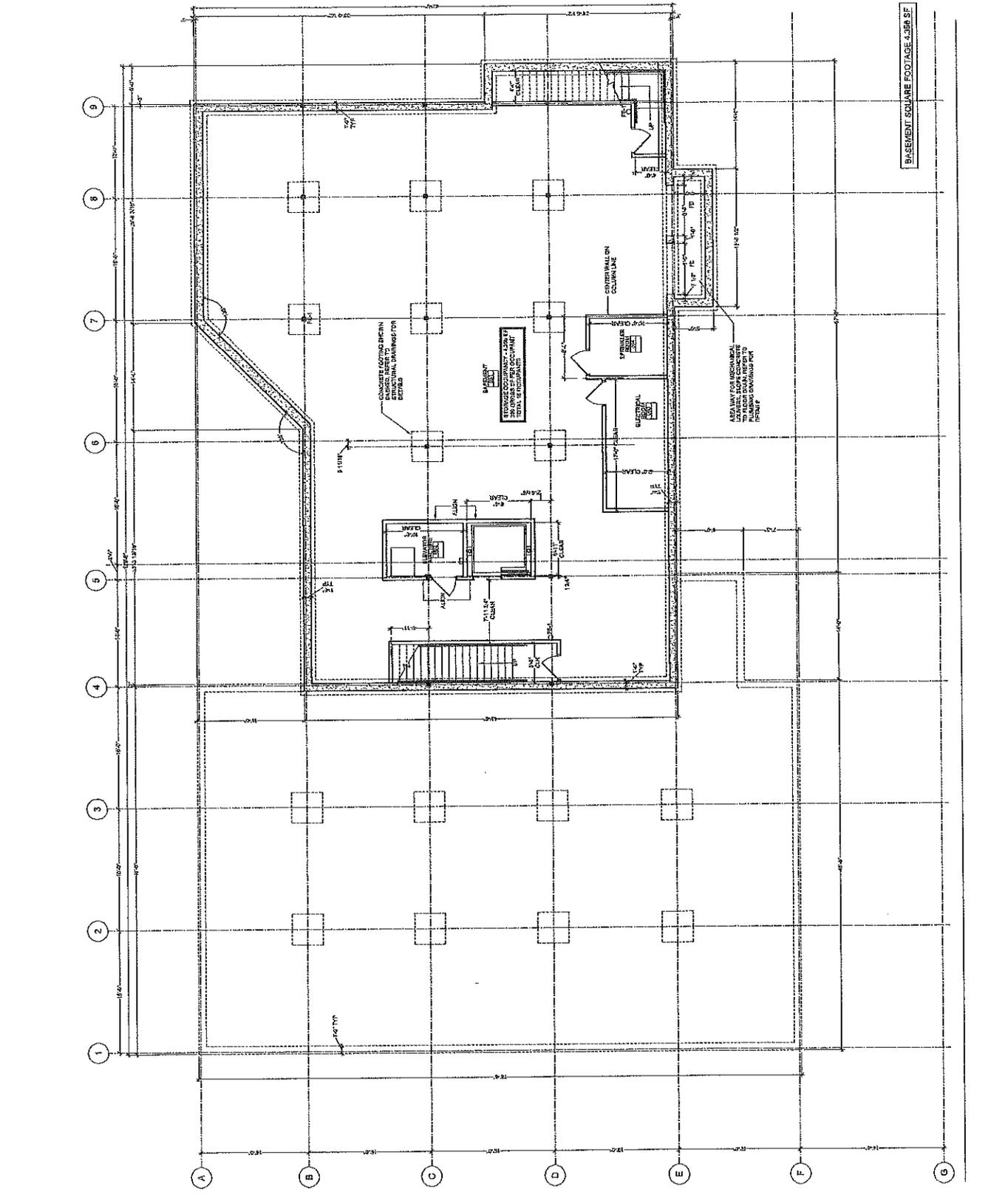
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE LOCAL BUILDING DEPARTMENT.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

PROJECT LOCATION

2000 Nasham Road
 Nasham, MA 01945
 Project No. **...**
 Drawing No. **...**

PROJECT INFORMATION

Project: **Nasham Golf Club**
 2000 Nasham Road
 Nasham, MA 01945
 Architect: **W. J. ...**
 Date: **...**



BASEMENT SQUARE FOOTAGE 4,398 SF



May 5, 2011

Ms. Sandra J. Cincotta
Assistant to Town Manager
Town of Needham
500 Dedham Avenue
Needham, MA 02492

Re: – Needham Golf Club – 49Green Street – Needham, MA

Dear Sandra,

The Needham Golf Club has construction a new club house at 49 Green Street and demolished the previous club house at the same premises. The new club house is a two story wood framed structure with a partial basement.

The basement contains 4,356 square feet of mechanical equipment and a storage area. The first floor contains 8,238 square feet including golf cart and bag storage, square feet of cooler and freezer storage for the kitchen, men's and women's locker rooms, and a pro shop. The second floor contains 1,795 square feet of exterior deck and 7,097 square feet of interior space including a function room, a bar to service the function room, a grill room, a bar within the grill room, a kitchen, kitchen storage and two sets of men's and women's restrooms.

The occupancies shown, on the attached plans (A.100, A.101, and A.102) all dated May 5, 2011, are maximum occupancies allowed by the 780 CMR (the Massachusetts Building Code). All table and chairs in these rooms will be moveable.

I trust that this letter will address how the proposed building will meet the building code requirements so that the club would be able to obtain a building permit.

Sincerely,

MAUGEL ARCHITECTS, INC.

Jonathan F. Cocker

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the Town of Needham

Date May 6, 2011

I, Marty Malone hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at: 49 Green Street - Needham, MA

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:

If there are none, please so state: There Are None

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts./return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjuries:

Printed: Marty Malone

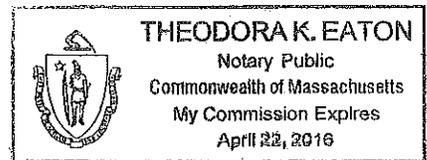
Written: [Signature]

Date: May 6, 2011 May 17 2011

Notary Public: Theodora K. Eaton

My Commission Expires: April 22, 2016

Please Attach Advertisement and Receipts



49 GREEN STREET

<u>PARCEL ID</u>	<u>St.No.</u>	<u>Street</u>	<u>Owner Names</u>	<u>Owner Address</u>	<u>Mailing Address</u>		
					<u>OWNER</u>	<u>CITY</u>	<u>State</u>
199/009.0-0012-0000.0	90	GREEN ST	KRONISH, HERBERT I + KRONISH, MIRIAM	90 GREEN ST	NEEDHAM	MA	02492
199/009.0-0013-0000.0	78	GREEN ST	HYAMS, MORTON & HYAMS, LYNN	78 GREEN ST	NEEDHAM	MA	02492
199/009.0-0014-0000.0	72	GREEN ST	MAHONEY, MICHAEL A. + MAHONEY, LENORE R.	72 GREEN ST	NEEDHAM	MA	02492
199/009.0-0015-0000.0	68	GREEN ST	LOLOS, GEORGE LOLOS, HELEN	67 SOUTH STREET	ASHLAND	MA	01721
199/009.0-0016-0000.0	62	GREEN ST	SUMMERGRAD, DAVID + SUMMERGRAD, MARY GRACE	62 GREEN STREET	NEEDHAM	MA	02492
199/009.0-0017-0000.0	56	GREEN ST	NORMANT, JOHN S + NORMANT, ANNE MARIE	56 GREEN ST	NEEDHAM	MA	02492
199/009.0-0018-0000.0	50	GREEN ST	GOSSELIN, KRISTEN C	50 GREEN STREET	NEEDHAM	MA	02492
199/009.0-0019-0000.0	40	GREEN ST	DEANZERIS, CHRISTOPHER T. & DEANZERIS, KATHRYN M.	40 GREEN STREET	NEEDHAM	MA	02492
199/009.0-0020-0000.0	15	LAWTON RD	FISHER, DUNCAN & BERNARD, MARION	15 LAWTON RD	NEEDHAM	MA	02492
199/009.0-0021-0000.0	21	LAWTON RD	BLAIR, DONALD G. & CAROLYN M., TRS. "BLAIR REALTY TRUST"	21 LAWTON RD	NEEDHAM	MA	02492
199/009.0-0022-0000.0	25	LAWTON RD	OLEARY, JOHN P + OLEARY, CATHERINE E	25 LAWTON RD	NEEDHAM	MA	02492
199/009.0-0023-0000.0	33	LAWTON RD	TORMEY, KEVIN M. & TORMEY, DEBORAH L.	33 LAWTON RD	NEEDHAM	MA	02492
199/009.0-0043-0000.0	28	GREEN ST	MONAHAN, WILLIAM O. & MONAHAN, ERIN M.	28 GREEN ST	NEEDHAM	MA	02492
199/009.0-0044-0000.0	22	GREEN ST	RIBAUDO, JOSEPH M.	22 GREEN ST	NEEDHAM	MA	02492
199/010.0-0011-0000.0	39	PARKVALE RD	KOPCSO, DAVID P. & KOPCSO, DIANE E.	39 PARKVALE RD	NEEDHAM	MA	02492
199/010.0-0013-0000.0	97	GREEN ST	WEADOCK, THOMAS J JR + WEADOCK, MARY E	97 GREEN ST	NEEDHAM	MA	02492

<u>PARCEL ID</u>	<u>St No.</u>	<u>Street</u>	<u>Owner Names</u>	<u>Owner Address</u>	<u>OWNER CITY</u>	<u>State</u>	<u>OWNER ZIP</u>
199/010.0-0014-0000.0	89	GREEN ST	JONES, EMILY N.	89 GREEN ST	NEEDHAM	MA	02492
199/010.0-0015-0000.0	79	GREEN ST	SHMULEVICH, LEONID & SHMULEVICH, FLORINA	79 GREEN ST	NEEDHAM	MA	02492
199/010.0-0016-0000.0	67	GREEN ST	GISO, MICHAEL + IZZI, MARCIA S.	67 GREEN STREET	NEEDHAM	MA	02492
199/010.0-0017-0000.0	0	PARKVALE RD	JONES, ROSS M.	89 GREEN ST	NEEDHAM	MA	02492
199/010.0-0018-0000.0	40	PARKVALE RD	ROBERTS, TIMOTHY W. & ROBERTS, SUSAN M.	40 PARKVALE ROAD	NEEDHAM	MA	02492
199/010.0-0030-0000.0	45	LIVINGSTON CIR	ROKA, THERESA M	45 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0031-0000.0	53	LIVINGSTON CIR	SHEPPARD, PATRICK J. & SHEPPARD, DENISE	53 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0032-0000.0	59	LIVINGSTON CIR	MCNAMARA, JOSEPH M. & MCNAMARA, MARIA J	14 HOLLAND ST	NEEDHAM	MA	02492
199/010.0-0033-0000.0	65	LIVINGSTON CIR	MICHENZI, ANDREW	65 LIVINGSTON CIRCLE	NEEDHAM	MA	02492
199/010.0-0034-0000.0	58	LIVINGSTON CIR	HOWELL, THOMAS F. & HOWELL, SUSAN E.	58 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0050-0000.0	86	LIVINGSTON CIR	LEFKOWITZ, STEVEN L. & LEFKOWITZ, KAREN M.	86 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0051-0000.0	71	LIVINGSTON CIR	LEVINE, LISA, TR & LEVINE, WILTON, TR	71 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0052-0000.0	79	LIVINGSTON CIR	WADE, GEOFFREY D & WADE, MARGARET E	79 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0053-0000.0	83	LIVINGSTON CIR	TOLIN-SCHEPER, KEVIN & CHEN, JENNIFER	83 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0054-0000.0	89	LIVINGSTON CIR	SELIGMAN, DAVID B & SELIGMAN, ADRIANA	89 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0055-0000.0	97	LIVINGSTON CIR	CHAN, FRANK C. & CHAN, TINA	97 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0056-0000.0	105	LIVINGSTON CIR	GUZELIAN, MICHAEL M.	105 LIVINGSTON CIR	NEEDHAM	MA	02492
199/010.0-0063-0000.0	44	PARKVALE RD	JONES, ROSS M.	89 GREEN ST	NEEDHAM	MA	02492

<u>PARCEL ID</u>	<u>St No.</u>	<u>Street</u>	<u>Owner Names</u>	<u>Owner Address</u>	<u>OWNER CITY</u>	<u>State</u>	<u>OWNER ZIP</u>
199/302.0-0009-0000.0	0	DEDHAM AVE	NEEDHAM GOLF CLUB TOWN OF NEEDHAM	49 GREEN STREET	NEEDHAM	MA	02492
199/302.0-0010-0000.0	0	DEDHAM AVE	TOWN OF NEEDHAM	1471 HIGHLAND AVE	NEEDHAM	MA	02492
199/302.0-0013-0000.0	0	DEDHAM AVE	TOWN OF NEEDHAM	1471 HIGHLAND AVE	NEEDHAM	MA	02492
199/302.0-0014-0000.0	49	GREEN ST	NEEDHAM GOLF CLUB	49 GREEN ST	NEEDHAM	MA	02492
199/302.0-0016-0000.0	0	GREEN ST	NEEDHAM GOLF CLUB	49 GREEN ST	NEEDHAM	MA	02492
199/302.0-0018-0000.0	25	GREEN ST	NEEDHAM GOLF CLUB TOWN OF NEEDHAM	49 GREEN ST	NEEDHAM	MA	02492

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... *Charles...*

199/302.0-0009-0000.0
 199/302.0-0010-0000.0
 199/302.0-0013-0000.0
 199/302.0-0014-0000.0
 199/302.0-0016-0000.0
 199/302.0-0018-0000.0

Ad Number 2000491853
ID: Alteration of Premises
Class: LEGAL
Begin Date: 5/8/2011
End Date: 5/8/2011

RONALD KIRKMAN
25 GREEN STREET
NEEDHAM, MA 02492

To place an ad: 617-929-1500

The Boston Globe

CERTIFIED

Below is your advertisement from THE BOSTON GLOBE, beginning 5/8/2011 and ending 5/8/2011, appearing 1 time(s) in Classification, LEGAL.

Thank you!
Boston Globe Advertising

LEGAL NOTICE
TOWN OF NEEDHAM
Application for Alteration of Premises
in an Alcoholic Club License

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, that The Needham Golf Club, Inc., Martin Malone, Manager, has applied for an alteration of premises license of the following kind: removal of old clubhouse and construction of new clubhouse. The new structure, located at 49 Green Street, is a two-story wood framed structure with a partial basement. The basement contains 4,356 sq. ft. and will serve as mechanical and storage area. The first floor contains 8,238 sq. ft. utilized for golf cart and bag storage, kitchen storage, locker rooms and a pro shop. The second floor contains 1,795 sq. ft. of exterior deck and 7,097 sq. ft. of comprised of a function room, with 221 person seating capacity, service bar, grill room and bar with seating capacity for 85 patrons, kitchen and rest rooms. There is one main entrance at the front of the building, one main exit from the rear of the building and three emergency exits located around the building.

IT IS ORDERED that a public hearing be held for said application at the office of the Board of Selectmen acting as the Local Licensing Authority located in the Public Services Administration Building, 500 Dedham Avenue on the 24th day of May 2011 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham

Board of Selectmen

AGENDA FACT SHEET for May 24, 2011

Agenda Item: Public Hearing: NSTAR Petition for Scott Road
Presenter(s): Arletha Wade, NSTAR

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

NSTAR requests permission to install approximately 19.5 feet of conduit at Pole 347/3 on Scott Road, Needham. This work is necessary to provide new underground electric service for a new home at 48 Scott Road.

The Department of Public Works has approved this petition, based on NSTAR's commitment to adhere to 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: [YES] NO (circle one)

Suggested Motion: Move that the Board of Selectmen approve and sign petition from NSTAR to install approximately 19.5 feet of conduit at Pole 347/3 on Scott Road, Needham. This work is necessary to provide new underground electric service for a new home at 48 Scott Road.

3. BACK UP INFORMATION ATTACHED:

- a. Letter of Application
b. Petition
c. Order
d. Petition Plan
e. Notice Sent to Abutters
f. List of Abutters

4. SIGN OFF/APPROVAL REQUIRED:

Table with 4 rows (a-d) and 4 columns: Role, yes, no, NA, followed by a signature line.

Disposition by BOS

Action taken: Present on future Agenda:

Refer to/Inform: Report back to BOS on:



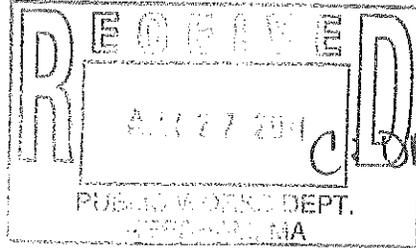
200 Calvary Street
Waltham, Massachusetts 02453

RECEIVED
TOWN OF NEEDHAM
FOR BOARD OF SELECTMEN

2011 APR 27 A 9:57

April 22, 2011

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



CLDPW 4/27/11

#48
RE: **Scott Road**
Needham, MA
W.O. #1820275

Dear Members of the Board:

The enclosed petition and plan is being presented by the NSTAR Electric Company for the purpose of obtaining a Grant of Location to install approximately 19.5'± feet of conduit @ pole 347/3 on Scott Road, Needham.

This work is necessary to provide new underground electric service for new home to #48 Scott Road.

Your prompt attention to this matter is appreciated. If you have any questions please call Maureen Carroll at (617) 369-6421.

Sincerely,

William D. Lemos-Supervisor
Rights & Permits

WDL/aw
Attachments

OK
TO PROCEED
STAR
5/6/11
OK R.P. Benson
DPW Director 5/9/11

**PETITION OF NSTAR ELECTRIC COMPANY FOR LOCATION FOR
CONDUITS
AND MANHOLES**

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

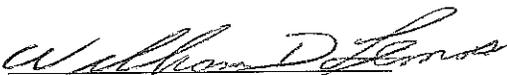
Respectfully represents **NSTAR Electric Company** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

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 April 16, 2011**, and filed herewith, under the following public way or ways of said Town:

Scott Road - Easterly @ pole 347/3 approximately 474'± feet southeast of Country Way a distance of about 19.5'± feet - conduit

(WO. 1820275)

NSTAR ELECTRIC COMPANY

BY 
William D. Lemos
Rights & Permits, Supervisor

Dated this 22nd day of April 2011

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2011

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM

WHEREAS, **NSTAR ELECTRIC COMPANY** 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** 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:

Scott Road - Easterly @ pole 347/3 approximately 474'± feet southeast of Country Way a distance of about 19.5'± feet - conduit

(WO. 1820275)

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 April 16, 2011** 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

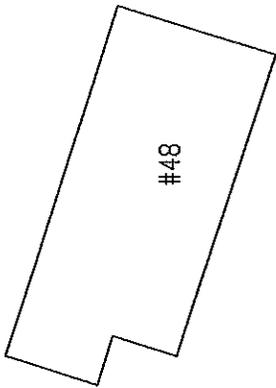
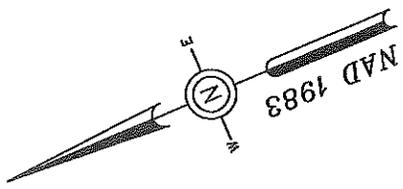
We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven 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 _____ 2011 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 _____, 2011 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



APPROX. PT.
OF PICKUP

COUNTRY WAY APPROX. 474.0'±

347/3

347/2

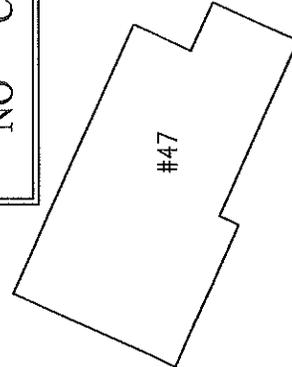
SCOTT

RD

347/4

19.5±

CUSTOMER TO INSTALL
1-4" PVC PIPE
SCHEDULE 40
NO CONCRETE



SCALE IN FEET

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC & GAS CORPORATION NOR ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS 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 BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD NSTAR ELECTRIC & GAS CORPORATION HARMLESS FROM ANY SUCH LOSS OR INJURY. THE INFORMATION DOES 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

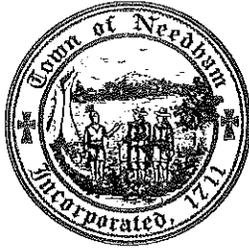


GIS SERVICES
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

C#	
Ward #	
Work Order #	1820275
Surveyed by	NEEDHAM
Structures by	Showing PROPOSED CUSTOMER CONDUIT LOCATION
Plotted by	PDM
Approved	DEBENEDICTIS
P#	
Scale	1" = 40'
Date	APRIL 16, 2011
SHEET	1 OF 1

Plan of SCOTT ROAD

Showing PROPOSED CUSTOMER CONDUIT LOCATION



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Public Services Administration Building, 500 Dedham Avenue, at 7:00 p.m. on May 24, 2011** upon petition of NSTAR dated April 22, 2011 to install approximately 19.5 feet conduit at pole 347/3, Scott Road, Needham. This work is necessary to provide new underground electric service for a new home, 48 Scott Road. A public hearing is required and abutters should be notified.

Maurice Handel
Gerald A. Wasserman
Daniel P. Matthews
James G. Healy
John A. Bulian

BOARD OF SELECTMEN

Dated: May 11, 2011

48 SCOTT RD

<u>PARCEL ID</u>	<u>St No.</u>	<u>Street</u>	<u>Owner Names</u>	<u>Owner Address</u>	<u>Mailing Address</u>		
					<u>OWNER CITY</u>	<u>State</u>	
					NEEDHAM	MA	
						<u>OWNER ZIP</u>	
						02492	
199/213.0-0023-0000.0	155	COUNTRY WAY	ZAIS, GREGORY N. & ZAIS, DIANA P.	155 COUNTRY WAY	NEEDHAM	MA	02492
199/213.0-0024-0000.0	24	SCOTT RD	WEINSTEIN, LEWIS A & WEINSTEIN, DENISA	24 SCOTT RD	NEEDHAM	MA	02492
199/213.0-0025-0000.0	32	SCOTT RD	HALE, LINDA D.	32 SCOTT RD	NEEDHAM	MA	02492
199/213.0-0026-0000.0	48	SCOTT RD	RRNIR, LLC	20 BEAUFORT AVE	NEEDHAM	MA	02492
199/213.0-0030-0000.0	47	SCOTT RD	POWERS, SALLY B.	47 SCOTT RD	NEEDHAM	MA	02492
199/213.0-0031-0000.0	141	COUNTRY WAY	WALDMAN, WENDY L & WALDMAN, DAVID L	141 COUNTRY WAY	NEEDHAM	MA	02492

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

AGENDA FACT SHEET for 5/24/11

Agenda Item: 1. Order of Taking for Town Way (Form 3) for:

-West side of Great Plain Avenue from Harris Avenue to MBTA R.O.W.

Presenter(s): Richard P. Merson, DPW Director

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

A portion of Great Plain Avenue has been accepted as a town way at the May 2011 Town Meeting. The portion of Great Plain Avenue of interest is the west side from Harris Avenue to the MBTA R.O.W.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: YES NO (circle one)

Suggested Motion:

"That the Board vote to approve and sign the Order of Taking for Town Way (Form 3) for the west side of Great Plain Avenue between Harris Avenue and the MBTA R.O.W."

3. BACK UP INFORMATION ATTACHED:

- 1. Original of Form 3 for the west side of Great Plain Avenue
2. Copy of Form 2 for the west side of Great Plain Avenue
3. Copy of Alteration Plan of the west side of Great Plain Avenue

4. SIGN OFF/APPROVAL REQUIRED: (circle one)

- a. Town Manager. Yes No NA
b. Town Counsel Yes No NA
c. Finance Director Yes No NA
d. Accountant Yes No NA

Staff use: Disposition by BOS:
Action taken: Present on future Agenda:
Refer to/Inform: Report back to BOS by:



Town of Needham

IN BOARD OF SELECTMEN

WHEREAS, in the opinion of the Board of Selectmen of the Town of Needham the public necessity and convenience require that a town way be laid out, graded and constructed as and in the location hereinafter described, which is substantially the present location of a way known as a portion of Great Plain Avenue

from

Harris Avenue

to

The MBTA Right of Way on Great Plain Avenue

WHEREAS said Board, having first complied with all preliminary requirements described by law, held a hearing at 7 o'clock PM of the 5th day of April 19 2011

WHEREAS said Board did on the 5th day of April, 2011 approve said layout, verified by our signatures, as shown on the plan and profile dated 4/1/2011 ~~19~~, attached hereto and by reference made a part thereof. It is thereby

ORDERED that said portion of Great Plain Avenue

from

Harris Avenue

to

the MBTA Right of Way on Great Plain Avenue

be and the same is hereby laid out, graded and constructed under the provisions of law ~~authorizing the assessment of betterments~~ as a town way of the Town of Needham as shown on said plan and profile, and it is further

ORDERED that an easement in and over the following described parcel of land be and the same is hereby taken for all purposes of a town way.

Parcel 22A

Beginning at a point of intersection of the Southerly sideline of the 1925 layout of Great Plain Avenue and the Northwesterly sideline of the MBTA Right of Way; thence running by said Right of Way S 80°-12'-28" W a distance of twenty two and fifty hundredths (22.50) feet to a point; thence turning and running by the proposed sideline of Great Plain Avenue N 54°-48'-24" W a distance of three hundred thirty and seventy nine hundredths (330.79) feet to a proposed drill hole in a stone bound, thence by said proposed sideline N 50°-26'-54" W a distance of one hundred fifty and zero hundredths (150.00) feet to a proposed drill hole in a stone bound, thence by said sideline N 52°-25'-24" W a distance of two hundred eighty one and sixty six hundredths (281.66) feet to a point, thence turning and running by Parcel 23A, N 47°-04'-36" E a distance of nine and sixty nine hundredths (9.69) feet to a point on the Southerly sideline of the 1925 Layout of Great Plain Avenue, thence by said sideline S 52°-25'-24" E a distance of six hundred sixteen and twenty three hundredths (616.23) feet to a point, thence by said sideline S 56°-38'-24" E a distance of two hundred eleven and ninety five hundredths (211.95) feet to the point of beginning. Parcel 22A containing 8,635.42 sq. ft. more or less.

Parcel 23A

Beginning at a point of curvature from Harris Avenue to Great Plain Avenue, thence by a curve to the right, with a radius of fifty six and eight three hundredths (56.83) feet a length of seventy nine and eighty four hundredths (79.84) feet to a point of tangency of the Southerly sideline of the 1925 layout of Great Plain Avenue, thence by said sideline S 52° -25' -24" E a distance of fifty one and eight nine hundredths (51.89) feet, thence turning and running by the dividing line of Parcels 22A and 23 A, S 47° -04' -36" W a distance of nine and sixty nine hundredths (9.69) feet to a point on the 2011 Alteration of Great Plain Avenue, thence by said alteration line N 52° -25' -24" W a distance of sixty one and fifty eight hundredths (61.58) feet to a drill hole in a stone bound to be set, thence by a curve to the left with a radius of forty five and thirty eight hundredths (45.38) feet, a length of sixty three and seventy six hundredths (63.76) feet to the point of beginning. Parcel 23 A containing 787.28 sq. ft. more or less.

For further reference see plan to be recorded herewith entitled, "Plan Showing Alteration and Widening of a Portion of Great Plain Avenue in Needham, MA between Harris Avenue and the MBTA Railroad Right of Way Laid Out by the Town of Needham on April 1, 2011."

The following named persons and mortgagees are believed to be the owners of the fee thereof and said Board of Selectmen do hereby assess and award as the damages sustained by said owners of land, rights and interests caused by the laying out, grading and construction of said way, whether for land taken or for damages to the remaining lands:

LOT	NAMES	AMOUNTS	LAND	COURT	CERT.#
B	Town of Needham 1471 Highland Avenue Needham, MA 02492	None			-
051-084	Massachusetts Bay Transit Authority 10 Park Plaza Suite 3910 Boston, MA 02116	None			-

And the Board of Selectmen hereby adjudge that all abutting lots on said
portion of Great Plain Avenue
from Harris Avenue
to the MBTA Right of Way on Great Plain Avenue

as shown on said plan which is attached hereto and made a part hereof, will receive benefit or advantage other than the general advantage to the community from said improvement.

And it is hereby estimated that the several abutting lots shown on said plan will be assessed the following amounts:—

LOT NUMBER	OWNER	AMOUNT	LAND	COURT	CERT.#
B	Town of Needham 1471 Highland Avenue Needham, MA 02492	None	-		
051-084	Massachusetts Bay Transit Authority 10 Park Plaza Suite 3910 Boston, MA 02116	None	-		

And it is further

ORDERED: That the trees located within the proposed berm upon the land taken for purposes of a town way are hereby taken and are not to be removed by abutting owners. But, other trees, structures and fences appurtenant thereto which may obstruct the construction of said way are not taken and the owners are allowed sixty (60) days from the adoption of this order to remove the same.

Selectmen of Needham

May 24, 2011 ~~XX~~

The following is an extract from the records of the 2011 Annual Town Meeting held May 2, 2011 said meeting being finally dissolved May 11, 2011

Under Article 4 it was

VOTED:

A true copy. Attest:

Town Clerk of Needham.

NOTICE OF INTENTION
OF STREET LAY-OUT



Town of Needham

IN BOARD OF SELECTMEN

Dear Sir or Madam:

FORM 2

WHEREAS, in the opinion of the Selectmen of the Town of Needham the public convenience and necessity require that A portion of Great Plain Avenue should be laid out, graded and accepted ~~under the provisions of law authorizing the assessment of benefits~~

from Harris Avenue

to The MBTA Right of Way on Great Plain Avenue

WHEREAS, said Selectmen intend to layout said street as a public way, it is therefore ORDERED that a hearing be held thereon and that the 5th day of April, 2011 at 7 o'clock, P.M., in the Selectmen's office at the Town Hall in said Needham, be and the same is hereby assigned as the time and place for hearing all parties interested therein.

It is further

ORDERED that seven (7) days at least prior to the laying out of said way a written notice of the intention of the Board of Selectmen shall be left by them at the usual place of abode of owners of land rights and interests which will be taken for such purpose, or delivered to said owners in person, or to their tenants or authorized agents.

A copy of this notice shall be posted in a public place in the Town seven (7) days at least before the laying out of said way.

March 22, 2011

Clerk to the Board



Town of Needham

IN BOARD OF SELECTMEN

WHEREAS, in the opinion of the Selectmen of the Town of Needham the public convenience and necessity require that A portion of Great Plain Avenue should be laid out, graded and accepted under the provisions of law authorizing the assessment of betterments

from Harris Avenue

to The MBTA Right of Way on Great Plain Avenue

WHEREAS, said Selectmen intend to layout said street as a public way, it is therefore

ORDERED that a hearing be held thereon and that the 5th day of April, 2011 at 7 o'clock, PM, in the Selectmen's office at the Town Hall in said Needham, be and the same is hereby assigned as the time and place for hearing all parties interested therein.

It is further

ORDERED that seven (7) days at least prior to the laying out of said way a written notice of the intention of the Board of Selectmen shall be left by them at the usual place of abode of owners of land rights, and interests which will be taken for such purpose or deliver to said owners in person, or to their tenants or authorized agents.

A copy of this notice shall be posted in a public place in the Town seven (7) days at least before the laying out of said way.

Said owners and their residences respectively, so far as known to the Board of Selectmen are as follows:—

OWNERS	RESIDENCES
Town of Needham	1471 Highland Avenue, Needham, MA 02492
Massachusetts Bay Transit Authority	10 Park Plaza, Suite 3910, Boston, MA 02116

BOARD
OF
SELECTMEN

March 22, 2011

PLAN SHOWING ALTERATION & WIDENING OF A PORTION OF GREAT PLAIN AVENUE

IN NEEDHAM, MA BETWEEN HARRIS AVENUE AND THE M.B.T.A. RAILROAD RIGHT OF WAY AS LAID OUT BY THE TOWN OF NEEDHAM ON APRIL 1, 2011

SCALE 1" = 30 FEET DATED APRIL 1, 2011

PAGE 1 OF 1 REVISED



REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL CIVIL ENGINEER

NORFOLK COUNTY ENGINEERING DEPARTMENT 849 HIGH STREET NEEDHAM, MA 02468 (781)467-6128

TOWN OF NEEDHAM, MASSACHUSETTS

ASSESSOR REFERENCE MAP 302, PARCEL 25 & 23

FILE REFERENCE DEED BK. 1708, PGS. 529

DEED OF 12/31/1911

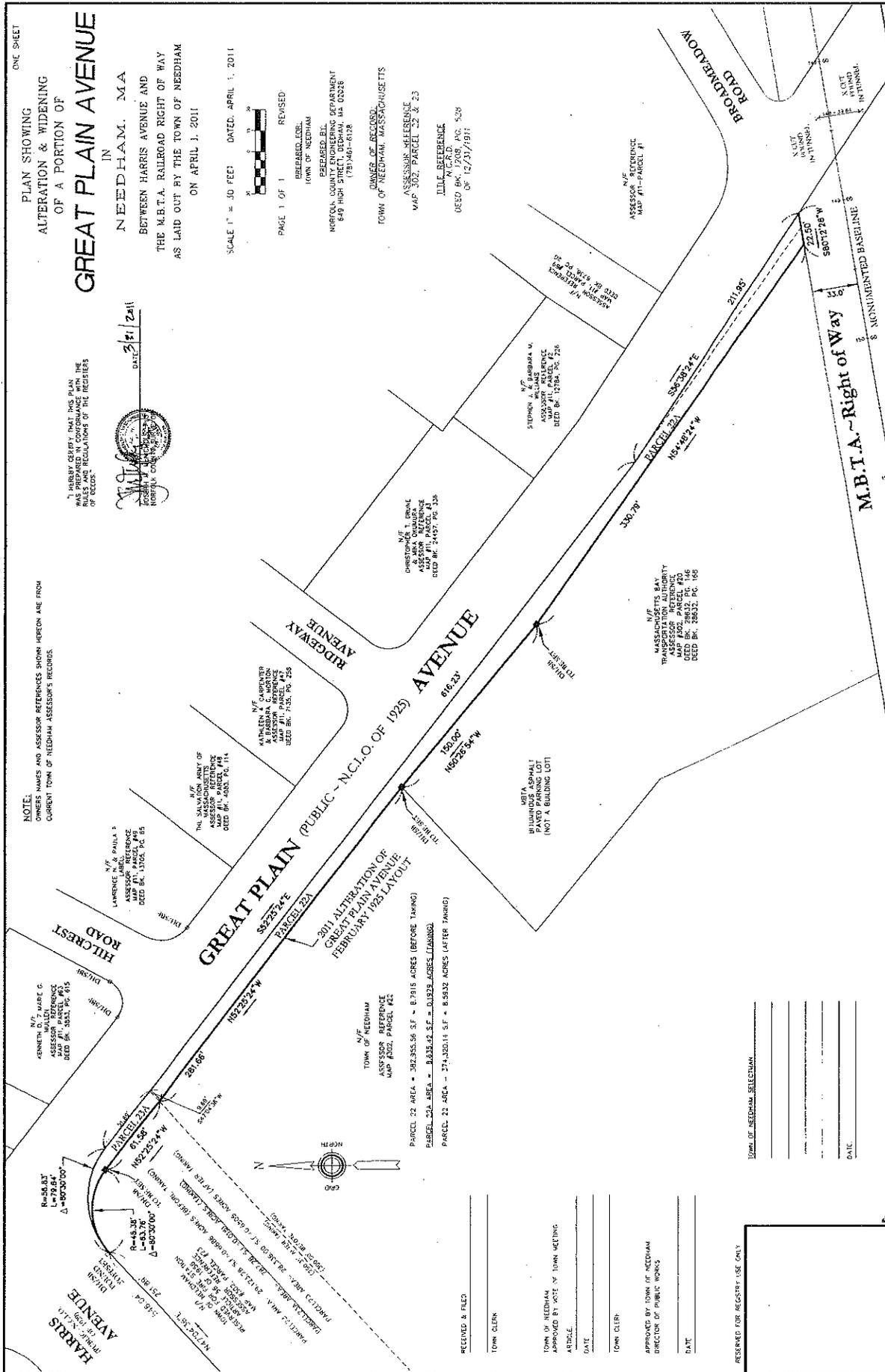
ASSESSOR REFERENCE MAP #11-PARCEL #1

NOTE: OWNERS NAMES AND ASSESSOR REFERENCES SHOWN HEREON ARE FROM CURRENT TOWN OF NEEDHAM ASSESSOR'S RECORDS.

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.



DATE: 3/1/2011



HILLCREST ROAD

HARRIS AVENUE

RIDGEWAY AVENUE

BROADMEADOW ROAD

M.B.T.A. - Right of Way

GREAT PLAIN AVENUE (PUBLIC - N.C.I.O. OF 1923)

PARCEL 22 AREA = 382,355.56 S.F. = 8.7915 ACRES (BEFORE TANKING)

PARCEL 23A AREA = 8,836.63 S.F. = 0.2023 ACRES (TANKING)

PARCEL 22 AREA = 274,220.14 S.F. = 6.2832 ACRES (AFTER PARKING)

PARCEL 22 AREA = 281,638 S.F. = 6.4532 ACRES (AFTER TANKING)

PARCEL 23A AREA = 281,638 S.F. = 6.4532 ACRES (AFTER TANKING)

PARCEL 22 AREA = 281,638 S.F. = 6.4532 ACRES (AFTER TANKING)

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TOWN OF NEEDHAM, MASSACHUSETTS

RESERVED FOR REGISTRY USE ONLY

Board of Selectmen

AGENDA FACT SHEET for 5/24/11

Agenda Item: 2. Order of Taking for Town Way (Form 3) for:

-Farley Pond Lane

Presenter(s): Richard P. Merson, DPW Director

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Farley Pond Lane has been accepted as a town way at the May 2011 Town Meeting. Farley Pond Lane is located off of South Street.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: YES NO (circle one)

Suggested Motion:

"That the Board vote to approve and sign the Order of Taking for Town Way (Form 3) for Farley Pond Lane."

3. BACK UP INFORMATION ATTACHED:

- 1. Original of Form 3 for Farley Pond Lane
- 2. Copy of Form 2 for Farley Pond Lane
- 3. Copy of Acceptance Plan of Farley Pond Lane

4. SIGN OFF/APPROVAL REQUIRED: (circle one)

- a. Town Manager. Yes No NA _____
- b. Town Counsel Yes No NA _____
- c. Finance Director Yes No NA _____
- d. Accountant Yes No NA _____

Staff use: Disposition by BOS:

Action taken: _____ Present on future Agenda: _____

Refer to/Inform: _____ Report back to BOS by: _____



Town of Needham

IN BOARD OF SELECTMEN

WHEREAS, in the opinion of the Board of Selectmen of the Town of Needham the public necessity and convenience require that a town way be laid out, graded and constructed as and in the location hereinafter described, which is substantially the present location of a way known as Farley Pond Lane

from South Street
to end; a distance of 890 feet Northerly

WHEREAS said Board, having first complied with all preliminary requirements described by law, held a hearing at 7 o'clock PM of the 5th day of April 19 2011

WHEREAS said Board did on the 5th day of April, 2011 approve said layout, verified by our signatures, as shown on the plan and profile dated 3/8/2011 ~~19~~, attached hereto and by reference made a part thereof. It is thereby

ORDERED that said Farley Pond Lane

from South Street
to end; a distance of 890 feet Northerly

be and the same is hereby laid out, graded and constructed under the provisions of law ~~authorizing the assessment of betterments~~ as a town way of the Town of Needham as shown on said plan and profile, and it is further

ORDERED that an easement in and over the following described parcel of land be and the same is hereby taken for all purposes of a town way.

Beginning at a point of intersection of the Northerly sideline of South Street with the Westerly sideline of Farley Pond Lane; thence by said Westerly sideline running N 03°-10'-50" W a distance of seventy and ninety six hundredths (70.96) feet to a point; thence N 02°-16'-50" W a distance of seventy and twelve hundredths (70.12) feet to a point, thence N 13°-46'-30" W a distance of fifty six and eighty five hundredths (56.85) feet to a point, thence N 01°-42'-35" W a distance of twenty one and twenty four hundredths (21.24) feet to a point, thence N 06°-55'-25" W a distance of one hundred fifty two and four hundredths (152.04) feet to a point, thence N 49°-47'-13" W a distance of one hundred one and forty five hundredths (101.45) feet to a point, thence N 51°-45'-59" W a distance of one hundred thirty six and thirty seven hundredths (136.37) feet to a point, thence N 55°-22'-35" W a distance of seventy seven and eight hundredths (77.08) feet to a point, thence N 50°-18'-15" W a distance of eighty and eighty six hundredths (80.86) feet to a point, thence N 57°-37'-33" W a distance of thirty three and six hundredths

(33.06) feet to a drill hole in a concrete bound, thence by a curve to the right with a radius of sixty and zero hundredths (60.00) feet, and a length of two hundred sixty seven and forty five hundredths (267.45) feet to a drill hole in a concrete bound, thence by a curve to the left with a radius of thirty nine and eighty two hundredths (39.82) feet, a length of fifty three and four hundredths (53.04) feet to a drill hole in a concrete bound, thence by a curve to the right, with a radius of one thousand two hundred twenty and zero hundredths (1,220.00) feet, a length of three hundred thirty and forty one hundredths (330.41) feet to a drill hole in a concrete bound, thence by a curve to the right with a radius of one hundred twenty and zero hundredths (120.00) feet, a length of fifty nine and eighty five hundredths (59.85) feet to a drill hole in a concrete bound, thence by a curve to the right with a radius of one thousand two hundred twenty and zero hundredths (1,220.00) feet, a length of three hundred forty four and nineteen hundredths (344.19) feet to a drill hole in a concrete bound, thence by a curve to the left with a radius of twenty and zero hundredths (20.00) feet, a length of twenty nine and ninety two hundredths (29.92) feet to a drill hole in a concrete bound on the northerly sideline of South Street, thence by said sideline, a curve to the left with a radius of seven hundred sixty one and seventy four hundredths (761.74) feet, a length of sixty eight and seventy hundredths (68.70) feet to the point of beginning.

For further reference see plan to be recorded herewith entitled, "Acceptance Plan of Farley Pond Lane, South St. to end, a distance of 890 feet; in Needham, Mass., Scale 1 in. = 40 feet; Anthony L. Del Gaizo PE, Town Engineer, dated March 8, 2011."

Also included in this Taking or Acceptance are easements as shown on the Acceptance Plan referred to above.

The following named persons and mortgagees are believed to be the owners of the fee thereof and said Board of Selectmen do hereby assess and award as the damages sustained by said owners of land, rights and interests caused by the laying out, grading and construction of said way, whether for land taken or for damages to the remaining lands:

LOT	NAMES	AMOUNTS	LAND	COURT	CERT.#
B	Town of Needham 1471 Highland Avenue Needham, MA 02492	None	-		
A	Alden and Karin Hartman Ludlow 6 Farley Pond Lane Needham, MA 02492	None	-		
1A	Amnon Shoham 25 Farley Pond Lane Needham, MA 02492	None	-		
2A	Steven D. and Kerstin B. Flashner 43 Farley Pond Lane Needham, MA 02492	None	-		
3A	Jill R. Nectow 55 Farley Pond Lane Needham, MA 02492	None	-		
4A	Myron L. and Catherine M. Zimmerman 65 Farley Pond Lane Needham, MA 02492	None	-		
5A	Gregory D. and Lisa Renee Phelps 75 Farley Pond Lane Needham, MA 02492	None	-		
51	Gregory D. and Lisa Renee Phelps 75 Farley Pond Lane Needham, MA 02492	None	165173		
50	Town of Needham 1471 Highland Avenue Needham, MA 02492	None	77569		

And the Board of Selectmen hereby adjudge that all abutting lots on said

from Farley Pond Lane
South Street
to 890 Feet Northerly

as shown on said plan which is attached hereto and made a part hereof, will receive benefit or advantage other than the general advantage to the community from said improvement.

And it is hereby estimated that the several abutting lots shown on said plan will be assessed the following amounts:—

LOT NUMBER	OWNER	AMOUNT	LAND	COURT	CERT.#
B	Town of Needham 1471 Highland Avenue, Needham, MA 02492	None	-		
A	Alden and Karin Hartman Ludlow 6 Farley Pond Lane, Needham, MA 02492	None	-		
1A	Amnon Shoham 25 Farley Pond Lane Needham, MA 02492	None	-		
2A	Steven D. and Kerstin B. Flashner 43 Farley Pond Lane Needham, MA 02492	None	-		
3A	Jill R. Nectow 55 Farley Pond Lane, Needham, MA 02492	None	-		
4A	Myron L. and Catherine M. Zimmerman 65 Farley Pond Lane, Needham, MA 02492	None	-		
5A	Gregory D. and Lisa Renee Phelps 75 Farley Pond Lane Needham, MA 02492	None	-		
51	Gregory D. and Lisa Renee Phelps 75 Farley Pond Lane Needham, MA 02492	None			165173
50	Town of Needham 1471 Highland Avenue, Needham, MA 02492	None			77569

And it is further

ORDERED: That the trees located within the proposed berm upon the land taken for purposes of a town way are hereby taken and are not to be removed by abutting owners. But, other trees, structures and fences appurtenant thereto which may obstruct the construction of said way are not taken and the owners are allowed sixty (60) days from the adoption of this order to remove the same.

Selectmen of Needham

May 24, 2011 ~~18~~

The following is an extract from the records of the 2011 Annual
Town Meeting held May 2, 2011 said meeting being finally dissolved May 11,
2011

Under Article 3 it was

VOTED:

A true copy. Attest:

Town Clerk of Needham.

NOTICE OF INTENTION
OF STREET LAY-OUT



Town of Needham

IN BOARD OF SELECTMEN

Dear Sir or Madam:

FORM 2

WHEREAS, in the opinion of the Selectmen of the Town of Needham the public convenience and necessity require that A Farley Pond Lane should be laid out, graded and accepted under the provisions of law authorizing the assessment of betterments from South Street

to 890 Feet Northerly

WHEREAS, said Selectmen intend to layout said street as a public way, it is therefore ORDERED that a hearing be held thereon and that the 5th day of April, 2011 at 7 o'clock, P.M. , in the Selectmen's office at the Town Hall in said Needham, be and the same is hereby assigned as the time and place for hearing all parties interested therein. It is further

ORDERED that seven (7) days at least prior to the laying out of said way a written notice of the intention of the Board of Selectmen shall be left by them at the usual place of abode of owners of land rights and interests which will be taken for such purpose, or delivered to said owners in person, or to their tenants or authorized agents.

A copy of this notice shall be posted in a public place in the Town seven (7) days at least before the laying out of said way.

March 22, 2011

Clerk to the Board



Town of Needham

IN BOARD OF SELECTMEN

WHEREAS, in the opinion of the Selectmen of the Town of Needham the public convenience and necessity require that Farley Pond Lane should be laid out, graded and accepted under the provisions of law authorizing the assessment of betterments

from South Street
to 890 Feet northerly

WHEREAS, said Selectmen intend to layout said street as a public way, it is therefore ORDERED that a hearing be held thereon and that the 5th day of April, 2011 at 7 o'clock, PM, in the Selectmen's office at the Town Hall in said Needham, be and the same is hereby assigned as the time and place for hearing all parties interested therein. It is further

ORDERED that seven (7) days at least prior to the laying out of said way a written notice of the intention of the Board of Selectmen shall be left by them at the usual place of abode of owners of land rights, and interests which will be taken for such purpose or deliver to said owners in person, or to their tenants or authorized agents.

A copy of this notice shall be posted in a public place in the Town seven (7) days at least before the laying out of said way.

Said owners and their residences respectively, so far as known to the Board of Selectmen are as follows:—

OWNERS	RESIDENCES
Town of Needham	1417 Highland Avenue, Needham, MA 02492
Alden and Karin Hartman Ludlow	6 Farley pond Lane, Needham, MA 02492
Ammon Shoham	25 Farley Pond Lane, Needham, MA 02492
Steven D. and Kerstin B. Flashner	43 Farley Pond lane, Needham, MA 02492
Jill Nectow	55 Farley Pond Lane, Needham, MA 02492
Myron and Catherine M. Zimmerman	65 Farley Pond Lane, Needham, MA 02492
Gregory D. and Lisa Renee Phelps	75 Farley Pond Lane, Needham, MA 02492

BOARD
OF
SELECTMEN

March 22, 2011

Board of Selectmen

AGENDA FACT SHEET for 5/24/11

Agenda Item: Introduction of Fire Deputy Chief

Presenter(s): Paul Buckley, Fire Chief

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Chief Buckley will introduce newly promoted Fire Deputy Chief Donald Anastasi.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: YES (NO) (circle one)

3. BACK UP INFORMATION ATTACHED:

a. Resume of Donald Anastasi

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

Board of Selectmen

AGENDA FACT SHEET for 5/24/2011

Agenda Item: Recognition of Active Duty Military Service

Presenter(s): Paul Buckley, Fire Chief
Kate Fitzpatrick, Town Manager
Firefighter and Army Reserve Staff Sergeant Robert Murphy

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Chief Buckley and I will introduce the Board to Firefighter Robert Murphy who recently returned to Needham after a year of active duty service.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: YES [NO] (circle one)

3. BACK UP INFORMATION ATTACHED:

None

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

**Board of Selectmen
AGENDA FACT SHEET
Tuesday, May 24, 2011**

Agenda Item: *Approve Sale of Bonds*

Presenter(s): **David Davison, ATM/Finance Director
Evelyn Poness, Treasurer**

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

We will review the results of the bond sale with the Board and discuss the S&P rating.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: [YES] NO

Suggested Motions: (please note there are EIGHT motions to be acted upon by the Board)

Motion A

Move that we hereby determine, in accordance with G.L. c.70B, that the amount of the cost of the Newman School project authorized by a vote of the Town passed on November 2, 2009 (Article 14) not being paid by the school facilities grant is \$18,363,201 and we hereby approve of the issuance of notes and bonds in such amount under said G.L. c. 70B.

Motion B

Move that we hereby determine, in accordance with G.L. c.70B, that the amount of the cost of the Pollard Middle School green roof repair project authorized by a vote of the Town passed on November 10, 2010 (Article 10) not being paid by the school facilities grant is \$2,366,413 and we hereby approve of the issuance of notes and bonds in such amount under said G.L. c. 70B.

Motion C

Move that the sale of the \$11,750,000 General Obligation Municipal Purpose Loan of 2011 Bonds of the Town dated June 1, 2011 (the "Bonds"), to Fidelity Capital Markets at the price of \$12,079,771.75 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on October 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2011	\$1,500,000	3.00	2020	\$475,000	5.00
2012	1,400,000	3.00	2021	475,000	2.625
2013	1,075,000	2.00	2022	475,000	3.00
2014	975,000	3.00	2023	475,000	3.00
2015	675,000	3.00	2024	475,000	3.25
2016	475,000	2.00	2025	475,000	3.50
2017	475,000	2.00	2026	475,000	3.50
2018	475,000	2.25	2027	475,000	3.625
2019	475,000	5.00	2028	425,000	4.00

Motion D

Move that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 12, 2011, and a final Official Statement dated May 19, 2011 (the "Official Statement"), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

(Continue Next Page)

Motion E

Move that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Motion F

Move that the consent to the financial advisor bidding for the Bonds as executed prior to the bidding for the Bonds, is hereby confirmed.

Motion G

Move that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing 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 Bonds for the benefit of the holders of the Bonds from time to time.

Motion H

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.

3. BACK UP INFORMATION ATTACHED:

- a. Cover Memo
 - S&P rating
 - Summary of Bids
- b. Executed Consent Forms

4. OTHER APPROVAL REQUIRED:

- a. Town Treasurer [YES] NO
- b. Town Clerk [YES] NO ***After Board Approves & Signs***

Disposition by BOS

Action taken: _____ Present on future Agenda: _____ Refer to/Inform: _____

Report back to BOS on: _____

Prepared by dbd 05/20/2011

Memorandum

To: Board of Selectmen
 From: David Davison, Assistant Town Manager/Director of Finance
 CC: Kate Fitzpatrick, Town Manager; Evelyn Pones, Treasurer/Collector
 Date: May 20, 2011
 Re: Debt Sales

The Town maintained its "AAA" rating with Standard and Poor's, which has reaffirmed the rating, and still views Needham's outlook as stable after our review with them last Friday. Discussion focused on our FY2011 anticipated year end results and an update as to our FY2012 projections. We discussed the FY2012 budget plan and what contingencies we have in place given the continued concerns with the economy, albeit there are added signs of improvement. They had questions about residential values (which remain stable) and commercial values (which have leveled off), but they still see Needham as fairing better than other communities. We gave an update on major capital projects that have been approved, such as the Newman School project and Town Hall as well as other projects under development such as the Senior Center and the Reservoir B Sewer Pump Station. We also gave an overview of other major projects that are under consideration such as St Mary's Pump Station and Hillside and Mitchell elementary schools. The S&P May 16, 2011 rationale for the rating is attached.

The Town received five competitive bids for the 18 year \$11,750,000 bond; a reflection of the Town's overall credit quality. The lowest bidder, Fidelity Capital Markets offered a coupon rate that ranges from a low of 2.000% to a high of 5.000% per year, with a premium of \$329,771.75. The overall structure of the bid resulted in a true interest cost (TIC) of 2.811857%. Attached is a summary of the bids received.

The proceeds of the debt issues will fund expenses related to number of capital projects, including the Pollard School, Newman School HVAC project, and Town Hall. The proceeds will also reimburse for various capital equipment purchases and improvements to the Town's road, sewer, and water systems.

Town Hall (CPA Portion)	\$3,500,000	
CPA Projects		\$3,500,000
Newman School Extraordinary Repairs	\$5,000,000	
Debt Excluded Projects		\$5,000,000
Kendrick Street Bridge	\$ 15,000	
Pollard School Facility Improvements (2 Authorizations)	\$1,027,200	
Pollard School Roof Repair	\$1,000,000	
Public Services Administration Building	\$ 28,500	
Roads Program	\$ 500,000	
Senior Center Design	\$ 350,000	

Stormwater Master Plan Drainage General Fund Projects	\$ 5,000	\$2,925,700
Sewer System I/I Work	\$ 95,000	
Rte 128 Sewer Main Relocation	\$ 25,000	
Sewer Fund Projects		\$ 120,000
Water Distribution System	\$ 204,300	
Water Fund Projects		\$ 204,300
Total		\$11,750,000

The Board will be asked to approve the sale of the bonds and the consent form executed by the Treasurer. Upon approval, the Board will need to execute the following documents that will be brought to the meeting.

Certificate
Continuing Disclosure Certificate
Bonds
Certification of the Vote
Certificate of Town Clerk

Please do not hesitate to contact me if you have any questions prior to the meeting.

Summary:
**Needham, Massachusetts; General
Obligation**

Primary Credit Analyst:

Victor Medeiros, Boston (1) 617-530-8305; victor_medeiros@standardandpoors.com

Secondary Contact:

Richard J Marino, New York (1) 212-438-2058; richard_marino@standardandpoors.com

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Summary:

Needham, Massachusetts; General Obligation

Credit Profile

US\$11.75 mil GO mun purp ln of 2011 bnds ser 2011

<i>Long Term Rating</i>	AAA/Stable	New
Needham GO		
<i>Long Term Rating</i>	AAA/Stable	Affirmed

Rationale

Standard & Poor's Ratings Services has assigned its 'AAA' long-term rating, and stable outlook, to Needham, Mass.' series 2011 general obligation (GO) municipal-purpose loan bond and affirmed its 'AAA' long-term rating, with a stable outlook, on the town's existing GO parity debt.

The long-term rating reflects our opinion of the town's:

- Affluent and stable property tax base with high income and property wealth,
- Sound and consistent financial position, and
- Low debt burden with rapid amortization.

Needham's full faith pledge secures the bonds. Officials plan to use bond proceeds for various municipal purposes. It is important to note that the town has voted the debt service of the Newman School project to be exempt from the limitations of Proposition 2 1/2.

Needham, with an estimated population of 28,722, is 10 miles southwest of Boston in one of the nation's wealthiest regions. The town's location along Interstate 95 provides convenient access to employment in Boston and the surrounding areas. The town's own local economy is stable and diverse, and the town's economic indicators remain very strong. Unemployment was 4.9% in February 2011, below commonwealth and national rates. Moreover, median household effective buying income is 188% of the national level. The tax base is primarily residential, so little assessed value (AV) concentration exists. The town's AV has grown by 1.9% to \$7.5 billion in fiscal 2011. The town's full market value is extremely strong at \$267,000 per capita. Median home value is approximately 386% of the national level.

The town continues to maintain a strong level of operating flexibility heading into fiscal 2012. Moreover, most if not all, revenues appear to be stabilizing, easing near-term budgetary challenges. Needham ended fiscal 2010 with a \$6.1 million unreserved general fund balance, which we consider to be good at 5.4% of general fund expenditures. The town's stabilization fund also closed with a \$3.2 million balance--virtually unchanged from the previous year. Overall, the town closed with combined available reserve position of \$9.5 million, or 8.5% of general fund expenditures. The town's financial position has been relatively stable in recent years, with available reserves ranging between 8% and 9% of expenditures.

Officials estimate break-even general fund operations for fiscal 2011 aided by better-than-expected revenue results. The 2012 budget totals \$112.2 million, which is 2% more than the previous year. The budget does conservatively

estimate state aid and local receipts, but also builds in several contingencies if those revenues decrease below budgeted amounts.

We consider Needham's management practices to be "good" under Standard & Poor's Financial Management Assessment (FMA) methodology, indicating that financial management practices exist in most areas, although not all might be formalized or regularly monitored by governance officials. Net of state school construction aid and offsetting self-supporting water and sewer bonds, Needham's debt burden is, in our opinion, moderate at \$2,405 per capita, but low at 0.9% of total market value. Debt service carrying charges were 8% of 2010 general fund expenditures, and amortization of long-term debt, after issuance, is aggressive, with officials planning to retire about 77% of principal by 2021 and 100% by 2029.

The town is one of the few communities in the state that fully funds its other postemployment benefit (OPEB) obligation. Based on a July 1, 2009, unfunded actuarial accrued liability of \$43.8 million, the town had a funded ratio of 10.2% (\$5.0 million). In the 2010, the annual required contribution (ARC) was \$3.4 million, or roughly 3% of expenditures. As of Jan. 1, 2009, for its pensions, the town was 74% funded. In 2010, the town contributed 100% of the ARC totaling \$4.2 million (roughly 4% of budget).

Outlook

We do not expect to revise the rating within the two-year parameter of the stable outlook because we expect the town to continue to make the necessary adjustments to produce balanced operations as it has historically demonstrated. In our opinion, Needham's economic fundamentals should lend themselves to further development and further tax base growth over time, which will underpin future stability. While we expect additional debt issuance to push debt ratios higher, particularly as the town manages its long-term capital improvement plan, at the moment, the town's debt plans are not a credit concern due to its existing debt burden.

Related Criteria And Research

USPF Criteria: GO Debt, Oct. 12, 2006

Complete ratings information is available to subscribers of RatingsDirect on the Global Credit Portal at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

**Town of Needham
Bond Sale
\$11,750,000**

Notice Date 05/12/2011
Date of Sale 05/19/2011
Date of Board Action 05/24/2011
Settlement 06/01/2011
Maturity 10/01/2028

Rating AAA
By Standard & Poor's Public Finance 16-May-11

Bidder	Amount	Range	Interest	Premium	Net Interest	True Interest Cost Rate
Fidelity Capital Markets	\$11,750,000	2.000% - 5.000%	\$2,656,280.00	\$329,771.75	\$2,326,508.25	2.811857%
Roosevelt & Cross, Inc.	\$11,750,000	2.000% - 5.000%	\$2,703,895.83	\$331,388.00	\$2,372,507.83	2.865501%
Morgan Stanley & Co Inc	\$11,750,000	3.000% - 5.000%	\$3,137,083.33	\$689,669.00	\$2,447,414.33	2.887835%
Robert W Baird & Co., Inc.	\$11,750,000	2.000% - 4.000%	\$2,818,666.67	\$354,465.50	\$2,464,201.17	2.953514%
Janney Montgomery Scott	\$11,750,000	2.000% - 5.000%	\$3,445,333.33	\$863,565.24	\$2,581,768.09	3.009264%

Prepared by Finance Director May 20, 2011

CONSENT TO BID

DESCRIPTION OF THE SECURITIES - This is in regard to the following issues of securities:

TOWN OF NEEDHAM, MASSACHUSETTS

\$11,750,000 General Obligation Municipal Purpose of 2011 Bonds

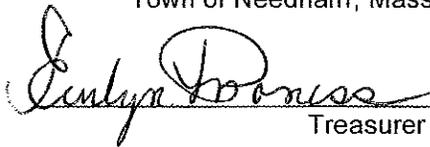
SALE DATE

Thursday, May 19, 2011 @ 11:00 A.M.

FINANCIAL ADVISOR - First Southwest Company is serving as financial advisor with respect to the issue.

CONSENT TO BID - The Town hereby consents to the bidding for the securities by the financial advisor or any of its affiliates (either alone or as a participant in an underwriting group) and, if the financial advisor or any of its affiliates (or the underwriting group) is the successful bidder, to the purchase of the securities pursuant to the bid.

Town of Needham, Massachusetts



Treasurer

Dated: May , 2011

Board of Selectmen

AGENDA FACT SHEET for 5/20/11

Agenda Item: Memorandum of Agreement, Needham Independent Public Employees Association/DPW

Presenter(s): Kate Fitzpatrick, Town Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The Town and the Needham Independent Public Employees Association/DPW have reached agreement on a contract amendment for fiscal year 2011 which migrates all bargaining unit employees to the "Rate Saver" health insurance plans. The Agreement provides a 1% wage increase for bargaining unit members and a three year Health Reimbursement Arrangement that will help ease the transition to the higher "out-of-pocket" and lower premium health insurance plans. With the conversion of this unit, the Rate Saver enrollment will be approximately 75% of total enrollment. Conversion to Rate Saver insurance plans will help to contain the growth in health insurance costs and will have a positive impact on the Town's post-employment benefit liability.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: [YES] NO (circle one)

Suggested motion: That the Board approve the Memorandum of Agreement between the Town and the Needham Independent Public Employee Association/DPW dated May 16, 2011.

3. BACK UP INFORMATION ATTACHED:

- a. Memorandum of Agreement dated May 16, 2011

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

**Memorandum of Agreement
Conversion to Rate Saver HMO Plans**

Agreement is hereby made this sixteenth day of May , 2011 by and between the Town of Needham (hereinafter the "Town") and the Needham Independent Public Employees Association, (hereinafter the "Association") that all members of the bargaining unit who are enrolled in a Town-sponsored HMO/EPO plan will be required to participate in the so-called Rate Saver plans effective July 1, 2011 under the following conditions:

1. Traditional HMO/EPO plans will no longer be available for participation by members of the bargaining unit.
2. The Town will provide a Health Reimbursement Arrangement (HRA) Program in fiscal years 2012, 2013 and 2014 in an amount not to exceed \$45,000 for the three year period. The HRA program will expire on June 30, 2014, or sooner if the \$45,000 allocation is exhausted.
3. Members of the Association will be eligible for reimbursement for qualified expenses consisting of office visits/primary care, office visits/specialist, emergency room visits, in-patient hospitalization, same day surgery, diagnostic imaging, prescription drugs/retail and prescription drugs/mail order. Employees will be eligible for reimbursement only for the difference between their current co-payment and the co-payment of the Rate Saver plan.
4. Members of the Association will be eligible for reimbursement for qualified expenses at the following thresholds:

Individual Plan:	Expenses incurred after \$350 and up to \$2,000
Family Plan:	Expenses incurred after \$1,050 and up to \$4,000
5. The Town will not be obligated to pay more than \$45,000 for the HRA program. In the event that expenses in the first or second year exceed the \$15,000 per year target, the Town and the Association will meet to determine legal options for continuing the program.
6. The base wages contained in Article 21, Wages, shall be increased by 1% as of the effective date of the conversion of bargaining unit members to the Rate Saver plans.

Except as expressly set forth herein, all provisions of the collective bargaining agreements between the Town and the Union, which by their terms are in effect through June 30, 2011, remain in full force and effect.

For the Town

Date: _____

Town Manager/Date

For the Union

Theremin Foley

William Kall

David M. Sullivan

Alison Crowley

Joseph A. Doherty

Date: 5-18-11

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

AGENDA FACT SHEET for 5/24/2011

Agenda Item: Accept MBTA Sewer Easement

Presenter(s): Kate Fitzpatrick, Town Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Several years ago, the Town relocated its sewer main in anticipation of the widening of Route 128/I-95. The sewer main was previously located under the layout of Route 128. A portion of the newly relocated sewer is now under property owned by the MBTA in the vicinity of Gould Street. The MBTA granted the Town a permit to allow the construction in anticipation of the development of an easement. The proposed easement allows the Town to locate and keep its sewer main under property owned by the MBTA. The Town will pay the MBTA the amount of \$27,500 for the easement.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: [YES] NO (circle one)

Suggested Motion: That the Board of Selectmen vote to approve and sign the Easement Agreement Between the Massachusetts Bay Transportation Authority and Town of Needham.

3. BACK UP INFORMATION ATTACHED:

- a. Easement Agreement Between Massachusetts Bay Transportation Authority and Town of Needham

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

**EASEMENT AGREEMENT BETWEEN
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
AND
TOWN OF NEEDHAM**

The **MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts (“Grantor” or “MBTA”), with a principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116, for consideration of the payment of Twenty Seven Thousand Five Hundred Dollars and no cents (\$27,500.00) paid and in consideration of the covenants and agreements set forth herein, grants to the **TOWN OF NEEDHAM**, and its successors and assigns (“Grantee” or “Town”), a municipal corporation with a principal place of business at 1471 Highland Avenue, Needham MA 02492, a permanent subsurface easement in land owned by the MBTA at MBTA Station 348+43.76, Needham, Massachusetts containing approximately 2,890 +/- square feet of land and being shown as “Proposed Sewer Easement” on a plan of land recorded herewith entitled “Proposed Sewer Easement” dated March 30, 2011 (hereinafter referred to as the “Easement Area”) for the purpose of the installation, operation and maintenance of a sewer main (hereinafter referred to as the “Easement”), subject to the terms and conditions set forth herein.

For the MBTA’s title to the Easement Area, see Deed to the MBTA dated January 26, 1973, recorded with the Norfolk County Registry of Deeds in Book 490, Page 628 and an Order of Taking recorded at said registry in Book 5172, Page 590.

The Grantee and the MBTA hereby agree as follows:

1. Maintenance and Repair. Grantee shall at its sole cost and expense (i) keep, maintain and repair all improvements it places in, on or under the Easement Area in first-class and lawful order, condition and repair, including without limitation, keeping the Easement Area free from obstructions for the benefit of the MBTA; and (ii) to promptly make any and all repairs, replacements, alterations and improvements to the improvements it places in, on or under the Easement Area whether ordinary or extraordinary, foreseen or unforeseen in accordance with the terms and conditions set forth herein. The MBTA has no responsibility to make any repairs, replacements, alterations or improvements to the improvements Grantee places in, on or under the Easement Area; provided, however, that if Grantee refuses or neglects to undertake such maintenance and repairs, the MBTA, if it so elects, by written notice to Grantee, may make or cause to be made such maintenance and repairs at Grantee’s sole cost and expense.

2. Subordination to MBTA’s Operating Requirements. The Easement is subject and subordinate at all times to the requirements of the MBTA, or any company authorized by the MBTA to operate the MBTA’s transportation system (the “Railroad Company”), to maintain public safety and to maintain and operate the transportation system and to the condition that the grant of the Easement may not obstruct, delay or prevent the MBTA’s continuance or expansion of service. Grantee understands and agrees that any occupation, work, use or activity permitted hereunder may be stopped or delayed at any time in response to each such requirement provided that the MBTA agrees to make best faith efforts to ensure that Grantee has uninterrupted use of its sewer main. Best faith efforts shall include MBTA relocating the sewer line and easement so that the sewer main remains fully operational and MBTA pay for all the costs and expenses required

thereby. The MBTA and/or the Railroad Company shall have twenty-four (24) hour uninterrupted access to the Easement Area.

3. License for Entry. For each proposed work project by Grantee within the Easement Area, except in the case of an emergency, before Grantee commences any work within the Easement Area, the MBTA shall have the right to require Grantee to sign an MBTA License for Entry in a form substantially similar to the form attached hereto marked "A. (the "LOE") The MBTA shall not have the right to require the Grantee to sign a LOE for any maintenance work that can be done within the pipe by access from the manholes that are adjacent to the easement, including but not limited to flushing, rodding, inspecting, televising, lining, sealing and other similar activities.

4. Work Plan and Access Plan. For each proposed work project that requires an LOE, before commencing any work within the Easement Area, Grantee shall submit a plan and detailed specifications (including the materials to be used) and the equipment and proposed methods of performing the work, or any part thereof (the "Work Plan") to the MBTA and to the Railroad Company, if applicable, and such other information as may be reasonably required by MBTA pursuant to the LOE. Grantee shall not enter onto the Easement Area or the ROW until the Work Plan for said work project has been approved in writing by MBTA and the Railroad Company.

5. Safety Training/Safety Precautions. No employee, agent, contractor or subcontractor of Grantee may enter on or into the ROW or the Easement Area to perform any work pursuant to an approved Work Plan unless such person has first attended the MBTA's Safety Orientation/RWP class.

During the performance of any work within the Easement Area or the remainder of the ROW by Grantee pursuant to an approved Work Plan, or otherwise, should the MBTA deem flagmen, watchmen, communications or signalization personnel, electric traction personnel, inspectors assigned to construction crews, and/or other measures, including train re-routing, reasonably desirable or necessary to protect its operations, property or employees or other persons within or near the ROW, the MBTA shall have the right to place such personnel of the MBTA or to take such measures as the MBTA deems appropriate at the cost and expense of Grantee. Such costs and expenses shall include the current wages and fringe benefits due and owing to such personnel in and for the performance of such measures. Grantee hereby covenants and agrees to bear the full cost and expense thereof and to reimburse the MBTA within thirty days (30) of receiving an itemized, written invoice for such reimbursement. The MBTA's failure to provide such personnel or take such measures shall not relieve Grantee of any obligation or liability it might otherwise have assumed, and shall not give rise to any liability to Grantee and its successors and assigns on the part of the MBTA. Upon being notified that such personnel or measures have been deemed necessary or desirable by the MBTA, Grantee shall not commence or continue the work permitted under the Work Plan or otherwise, unless and until such personnel or measures are in place.

If Grantee shall deem any requirement for provision of personnel or undertaking of other measures by the MBTA for supervision of work by Grantee, hereunder as unreasonable, Grantee shall nevertheless pay for such flagging, and the like, but may take exception thereto in writing

as an unreasonable requirement in each instance. Without waiving any rights as the parties may have at law or in equity, the parties agree to review such exceptions at the times of billings for such services and attempt to adjust them if deemed appropriate by the MBTA.

6. Dig Safe. Grantee acknowledges that there may be surface and subsurface utilities on, under, over and adjacent to the Easement Area and agrees to exercise extreme caution in performance of each Work Plan's permitted activities. Grantee shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto, including, but not limited to, 220 CMR 99.00, et seq. Any damage to such utilities caused by the work or activities of Grantee or those claiming by, through or under Grantee shall be the sole responsibility of Grantee. The Grantor, without being under any obligation to do so, and without waiving Grantee's obligations hereunder, may repair any utilities damaged by Grantee immediately and without notice in case of emergency. In the event the Grantor exercises such right, Grantee shall pay to the Grantor immediately upon demand all of the Grantor's reasonable cost of performing such repairs plus a fee equal to ten percent of the Grantor's reasonable cost of performing such repairs to reimburse the Grantor for its administrative costs in connection with the exercise of its rights hereunder.

7. Completion of Work. For each work project requiring an LOE, upon completion of its work, Grantee shall provide written notice of the date of project completion ("Notice of Project Completion") to the MBTA Railroad Operations Department. Grantee shall also provide the MBTA Railroad Operations Department and the Railroad Company with one reproducible "As-Built" copy of each approved construction drawing marked to indicate all changes and deviations from the original approved Work Plan and indicating the final conditions of the ROW upon completion of the work authorized pursuant to that Work Plan ("Record Drawings"). All Record Drawings shall be received and accepted by the MBTA and the Railroad Company prior to final inspection, which acceptance shall not be unreasonably withheld or delayed. The Notice of Project Completion and the Record Drawings shall be delivered to:

Chief Engineer
MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, MA 02143

and to

Deputy Director of Design & Construction
MBTA
500 Arborway
Jamaica Plain, MA 02130

All plans prepared pursuant to the terms of this Easement Agreement shall be certified by a land surveyor or professional engineer registered in the Commonwealth of Massachusetts and shall be prepared in recordable form in conformance with the rules and regulations of the Registry of Deeds.

8. Compliance with Laws and Applicable Permits. Grantee shall comply with, and shall cause all work authorized hereunder to comply with, all applicable Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances at its sole cost and expense. Grantee shall also be responsible, at its sole cost and expense, for obtaining, complying with and maintaining any and all Federal, state, public utility commission, local and/or other governmental authority permits and/or approvals necessary to carry out the activities permitted hereunder.

9. Standards; MBTA Rail Operations Directorate Requirements. Grantee shall be responsible for all costs and expenses associated with the installation, operation, maintenance, repair, replacement, relocation and removal of the improvements it places or has placed in, on, under, or above the Easement Area. Grantee shall insure at all times that the installation, operation, maintenance, repair, replacement, relocation and removal of all such improvements comply with sound construction and engineering practices; with the engineering and safety rules and regulations imposed by any governmental authority having jurisdiction over Grantee, MBTA or over railroad systems; with appropriate standards of recognized industry and professional associations, including but not limited to, applicable building codes; and with MBTA's standards for engineering and safety.

Without limiting the foregoing, Grantee shall at all times comply, to the extent the same are in force and applicable under the circumstances, with all the requirements of the MBTA's Rail Operations Directorate Regulations, dated May 1994, as the same may be amended from time to time, including, but not limited to, those entitled: "I - Guidelines and Procedures for Construction on MBTA Rail Property" and "II - Maintenance and Protection of Rail Traffic", "III - Insurance Specifications", "IV - Pipeline Occupancy Specifications", "V- Specifications for Wire, Conduit & Cable Occupations", and "MBTA Special Instructions, dated April 2003." To the extent there is an irreconcilable conflict between the aforementioned requirements and the provisions of this Easement Agreement, the terms and conditions contained in the MBTA Rail Operations Directorate Regulations shall control unless the requirements in this Agreement are stricter.

10. Indemnification and Release. Grantee for itself, its successors and assigns, shall indemnify, defend (at the option of the MBTA) and save the MBTA and the Railroad Company harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the gross negligence or willful misconduct by the Grantee, its employees, agents or contractor's on the Easement Area including, without limitation, (i) those related to personal injuries or death and (ii) those related to the release of Hazardous Materials caused by the Grantee, its employees, agents or contractors on the Easement Area.

Grantee shall require each of its contractors working on the Easement Area to indemnify, defend and save the Grantor and Grantee harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever, that may be imposed upon or incurred by or asserted against Grantor and/or Grantee by reason of any of the following occurrences:

- a) any accident, injury to, or death of any persons or any damage to property occurring on the Licensed Areas, or any part thereof arising out of the activities of the Grantee and/or its contractor hereunder or the exercise by the Grantee and/or its contractor of any rights or privileges hereby granted; or
- b) the presence of any Hazardous Materials on the Easement Area for which the Grantee is a potentially responsible party as defined by applicable law; or
- c) any use or occupation of the Easement Area or any part thereof by Grantee and/or its contractor; or
- d) any failure of the Grantee and/or its contractor to perform or comply with any of the terms hereof or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities allowed hereunder, or any part thereof.
- e) any noise, odor, vibrations, particles, pollution, fumes, compaction, and electromagnetic fields (hereinafter collectively referred to as "Negative Impacts") that occur to Grantee or anyone claiming by, through, or under Grantee, as a result of the MBTA's and Railroad Company's present and future operation of its transportation system.

Any required response action related to the Easement or Easement Area required by a governmental authority shall be performed by the Grantee at Grantee's sole cost and shall be performed in accordance with Chapter 21E, the MCP, and any other applicable statutes and regulations. Grantee shall insert language in every lease or occupancy agreement related to the Easement in which all lessees and occupants also agree to the foregoing. Grantee or Grantee's contractor may, if permitted by the MCP, avail itself of so-called Utility Related Abatement Measures ("URAM"). Grantor agrees to cooperate with Grantee and/or its contractors to secure URAM permits but at no cost to Grantor.

Grantee has inspected the Easement Area and the surrounding ROW and has decided that the Easement Area is suitable for the uses Grantee contemplates and accepts the Easement Area "as is". Grantee assumes all the risk of entry onto and use of the Easement Area and the ROW and Grantee hereby releases the MBTA and the Railroad Company from any responsibility for Grantee's losses or damages related to the condition of the Easement Area and the ROW (including, but not limited to the presence of pre-existing Hazardous Materials), and Grantee covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim, or any other claim) against the MBTA or any Railroad Company, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the Massachusetts Department of Environmental Protection ("DEP"), fines or penalties, permit and annual compliance fees, reasonable attorneys' and other professionals' expenses and fees, natural resource damages, property damages, including diminution in property value claims, and

personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Easement Area or the ROW, or Grantee's use of the Easement Area or the ROW, or the Negative Impacts that occur as a result of MBTA's and Railroad Company's present and future operation of its transportation system.

In clarification of the above release and covenants of defense and indemnification, and not in limitation of them, Grantee shall require its consultants and contractors to indemnify, defend (at the option of MBTA) and save MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' and other professionals' expenses and fees), causes of action, suits, claims, demands or judgments related to the injury, illness or death of any employee of Grantee, or an employee of Grantee's contractors or consultants arising from their gross negligence or willful misconduct; except if the "claim" arose solely because of the MBTA's gross negligence or willful misconduct. It shall not be negligence for the MBTA to allow third parties access to the ROW or the Easement Area.

The provisions of this Section 10 shall survive the termination of this Easement Agreement.

11. Non-Exclusive. The rights granted to Grantee hereunder are Non-Exclusive, and the MBTA reserves to itself all rights not explicitly granted herein. The term "Non-Exclusive," as used herein, shall mean that Grantee does not have exclusive rights in, on, over, under or through the Easement Area. In particular, and not in limitation of the foregoing, the MBTA may have previously granted licenses or easements to third parties and the MBTA reserves the right for the MBTA, the Railroad Company, and such licensees and easement holders to enter onto the ROW and the Easement Location to maintain, repair, replace and/or remove their utility and/or communication installations so long as such grants do not materially interfere with Grantee's maintenance and use of its sewer main located therein. In addition, the MBTA reserves the right to continue to license to and/or to grant easements to third parties within the Easement Area (whether surface, subsurface or aerial) so long as such grants do not materially interfere with Grantee enjoyment of the rights granted in this Easement Agreement.

12. Liens. Grantee shall not encumber or voluntarily cause a lien to be placed upon the Easement Area and shall take all steps necessary to immediately remove any such encumbrances or liens at its sole cost and expense

13. Removal of Installations/Improvements. In the event of the termination of the Easement, within 120 days having passed thereafter, Grantee shall, at its sole cost and expense, remove any and all personal property, improvements and installations made by it therein, and restore the premises to the condition they were in at the commencement of this Easement Agreement. Any personal property or installations not so removed shall, at the option of the MBTA, either become the property of the MBTA or if necessary for MBTA's use of the property, be removed by MBTA and disposed of without any liability to the MBTA for such removal and disposition, all at the sole cost and expense of Grantee. Notwithstanding the foregoing, Grantee may elect to "cap in place" its installation and provide the MBTA with certification that such capping has been done in safe manner and shall provide the MBTA with 'as-built' drawings depicting the Easement Area after such capping.

14. Work in Harmony. Grantee agrees that in any work performed in, on, or about the Easement Area or the ROW, it will employ only labor which can work in harmony with labor then working for or on behalf of the MBTA on the ROW.

15. Taxes. Grantee shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable during the time during which the Easement continues to exist, which may be assessed against Grantee or the MBTA which are directly attributable to Grantee's installations on, improvements to or use of, the Easement Area, or any personal property or fixtures of Grantee located thereon (collectively referred to as "Taxes"). Grantee shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

Grantee may contest in good faith for its own account and at its own expense, the validity or amount of any Taxes, provided Grantee shall indemnify the MBTA against any resulting loss, cost and expense. Grantee shall not permit a lien or encumbrance to be placed on the Easement Area by reason of its failure to pay any Taxes and shall cause the same to be released promptly after notice of.

16. Insurance. Grantee shall require its consultants and contractors to maintain at all times for which they enter the Easement Area the following insurance and shall provide the MBTA and the Railroad Company with a certificate or certificates of insurance and shall, forever thereafter, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, with companies that comply with the requirements stated below, in which MBTA and others hereinafter specified are additional insureds as their interests may appear and which provide minimum liability coverage as follows:

a. Commercial General Liability Insurance – Commercial General Liability Insurance insuring Grantee, the MBTA, and the Railroad Company and the Premises on which the activities will be conducted with minimum liability coverage for personal injury, bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) covering all work performed must also be provided.

b. Automobile Liability Insurance – Automobile liability insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of the investigating party and its consultants and contractors that are used in the activities permitted hereunder. The policy shall contain a waiver of subrogation clause in favor of the owner of the applicable Premises.

c. Worker's Compensation Insurance – Worker's Compensation Insurance insuring all persons employed by the investigating party in connection with any work done on or about the Premises on which due diligence is conducted with respect to which claims for death or bodily injury could be asserted against the Premises owner or the

applicable Premises with limits of liability of not less than those required by Massachusetts General Laws Chapter 152, as amended. The policy shall contain a waiver of subrogation clause in favor of the non-investigating party. Each of the investigating party's contractors and consultants shall have similar policies covering their employees.

d. Railroad Protective Liability Insurance - In the event any construction work is to be within fifty feet of the nearest rail of an active Right-of-Way, insuring the MBTA and any railroad company authorized by the MBTA to operate on the Right-of-Way (collectively, the "Railroad Companies") as named insureds with limits of not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in aggregate combined bodily injury property damage. MBCR shall be provided with an original policy of Railroad Protective Liability Insurance and the MBTA and the remaining Railroad Companies shall be provided with certificates of insurance.

The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better. All such required insurance shall be written on an occurrence basis form, as opposed to a claim made basis form.

The MBTA shall be named as an additional insured under the Commercial General Liability and Automobile Liability Insurance Policies. The Workers' Compensation and Railroad Protective Liability Insurance Policies shall include a waiver of subrogation in favor of the MBTA, which precludes these insurers from being able to make any subrogation claims against the MBTA. All such insurance as is required of Grantee's consultants/contractors shall cover their operations performed. At the inception date of this Easement Agreement and throughout the term of this Agreement, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required before any work is commenced on or around the Easement Area. Grantee shall be held responsible for any modifications, deviations or omissions in the compliance with these requirements by any contractor or consultant of Grantee.

17. Notices. All notices to be given pursuant to the terms hereof shall either be delivered in hand by messenger with signed receipt or by recognized overnight courier services with signed receipt, or shall be mailed by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive such notice addressed as described below. Notices shall be deemed given when delivered by messenger or overnight courier service on the date of the delivery as aforesaid or when deposited in certified or registered United States mail, postage prepaid, return receipt requested.

IF TO MBTA:

Assistant General Manager for Development
Massachusetts Bay Transportation Authority

Ten Park Plaza
Boston, MA 02116

WITH A COPY TO:
Transit Realty Associates, LLC
77 Franklin Street
Boston, MA 02110
Attn: Executive Director

IF TO GRANTEE:

Town Manager
Needham Town Hall
1471 Highland Ave.
Needham, MA 02492

With a copy to

Director of Public Works
470 Dedham Ave.
Needham, MA 02492

Grantee and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this Agreement any other address or addresses by giving fifteen (15) days' written notice thereof to the other party in accordance with the provisions herein.

18. Governing Law. The validity, construction and interpretation of this Agreement will be in accordance with the laws of the Commonwealth of Massachusetts.

19. Bind and Inure. The obligations and benefits created pursuant hereto shall run with the land and be binding upon and inure to the benefit of the respective parties, their heirs, executors, administrators, and successors and assigns.

20. Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties and may be cancelled, modified or amended only by a written instrument executed by both the MBTA and Grantee.

[Signatures on following pages]

EXECUTED as a sealed instrument on this _____ day of _____, 2011.

GRANTOR:

APPROVED AS TO FORM

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____
Gerald K. Kelley
Acting General Counsel

By: _____
Richard A. Davey
General Manager and Rail & Transit
Administrator

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On the _____ day of _____, 2011, before me, the undersigned notary public, personally appeared Richard A. Davey, proved to me through satisfactory evidence of identification, which was my personal knowledge of the said Richard A. Davey, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as General Manager and Rail & Transit Administrator of the Massachusetts Bay Transportation Authority.

Notary Public

Print Name

My Commission expires: _____

[Additional Signatures on following page]

GRANTEE

TOWN OF NEEDHAM

BOARD OF SELECTMEN

By: _____
CHAIRMAN

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On the _____ day of _____, 2011, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Chairman of the Board of Selectman of the Town of Needham

Notary Public

Print Name

My Commission expires: _____

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
LICENSE
RAILROAD PROPERTIES
BOSTON, MASSACHUSETTS
_____ **COMPANY**

1. **The License**

The Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Chapter 161A of the Massachusetts General Laws, with a usual place of business at 10 Park Plaza, Boston, Massachusetts (hereinafter referred to as "MBTA"), hereby grants to _____, with a usual place of business at _____, in _____ Massachusetts, its employees, consultants and contractors (hereinafter referred to as "LICENSEE"), the right and privilege to enter upon Railroad Property of the MBTA identified as _____ in _____, Massachusetts, as shown on Exhibit A attached hereto, and incorporated herein, (hereinafter referred to as the "Premises") for the purposes described in the Scope of Activity below. Such activity may be conducted only during the Term.

2. **General Conditions**

Among the terms and conditions of this License are included the following General Conditions:

- 2.1 **Date:** _____
- 2.2 **LICENSEE:** _____
- 2.3 **Term:** From the Date hereof until _____, 2011.
- 2.4 **License Fee:** \$ NONE for the stated Term of this License [for the Term stated in paragraph 2.3].
- 2.5 **Administrative Fee:** \$ _____ (Administrative cost to issue LOE)
- 2.6 **Premises:** The area located on the _____ in _____, Massachusetts, as more fully shown in Exhibit A attached hereto.

2.7 Scope of License: _____ No investigations of any kind [no digging and no removal of any soil] may be performed on MBTA owned land.

2.8 Notices: MBTA:
Real Estate Department
Massachusetts Bay Transportation Authority
10 Park Plaza, Room 5750
Boston, Massachusetts 02116
Attn: Assistant General Manager for Development

and

MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, Massachusetts 02143

and

DESIGNATED REPRESENTATIVE:
Transit Realty Associates, LLC
77 Franklin Street-9th fl
Boston, Massachusetts 02110
Attn: Executive Director

and

MASSACHUSETTS BAY COMMUTER RAILROAD
32 Cobble Hill Road
Somerville, Massachusetts 02143
Attn: James Merrill

and

BOSTON AND MAINE CORPORATION
SPRINGFIELD TERMINAL RAILWAY COMPANY
Iron Horse Park
High Street
North Billerica, Massachusetts 01862
Attn: George Thayer
Chief Engineer

and

**[MBCR ALMOST ALWAYS NEEDS NOTICE.
SOMETIMES THE B&M, SOMETIMES CSXT,
SOMETIMES BAY COLONY—USE AS NEEDED]**

LICENSEE:

3. Consideration

The rights contained in this License are granted for good and valuable consideration, the sufficiency of which is hereby acknowledged.

4. Terms and Conditions of License

This License is subject to the following terms and conditions:

4.1 Scope of Activity

(a) Scope of Activity

The Scope of Activity is the Scope of License (Section 2.7) as modified by the terms of this License and Exhibit B attached hereto and incorporated herein. The LICENSEE shall minimize the disruption to and alteration of the Premises and, as soon as possible after each entry onto the Premises, shall return the Premises to the condition existing immediately prior to the initiation of the Scope of Activity and entry hereunder; except that any installation pursuant to this License may be left behind.

Except in case of emergency, LICENSEE shall provide at least five (5) days' prior written notice of its desire to enter the Premises to the MBTA's Railroad Operations Department at the addresses noted above and shall make arrangements at least five (5) days in advance with Massachusetts Bay Commuter Railroad (herein referred to as "MBCR") for access. The MBTA and/or MBCR and any future company which operates the MBTA's commuter rail lines, and their successors and assigns, are hereinafter collectively referred to as the "Railroad Companies") may have an observer present at all times when LICENSEE is present on the Premises. See Exhibit B for required notice from LICENSEE when LICENSEE needs access because of an emergency. LICENSEE shall do all work in accordance with the Plan described in Exhibit B.

(b) Utilities

LICENSEE acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the Scope of Activity. LICENSEE shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto including but not limited to the Code of Massachusetts Regulations, more particularly, 220 CMR 99.00 et seq. To the extent MBCR, the Railroad Companies the MBTA, or parties acting in behalf of either, locate and mark railroad utilities in the railroad rights of way and appurtenant thereto, LICENSEE shall be responsible for payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad line(s) or used in connection with services or operations of the MBTA and/or the Railroad Companies. Any damage to any

utilities on or near the Premises caused by LICENSEE shall be the sole responsibility of LICENSEE. If LICENSEE does not immediately repair any utilities it has damaged, the MBTA, without being under any obligation to do so and without waiving the LICENSEE's obligation hereunder, may repair any utilities damaged by the LICENSEE immediately and without notice in case of emergency. In the event the MBTA exercises such right, the LICENSEE shall pay to the MBTA immediately upon demand all of the MBTA's cost of performing such repairs plus a fee equal to twenty-five percent of the MBTA's cost of performing such repairs to reimburse the MBTA for its administrative costs.

(c) Subordination to MBTA's Operating Requirements

The work permitted herein shall be subordinate to the requirements of the MBTA and the Railroad Companies in maintaining and operating a transportation system and may be stopped or delayed, at any time, in response to each such requirement. The MBTA and the Railroad Companies may also require LICENSEE to relocate all or part of its installation for transportation purposes, at the sole cost of the MBTA. The MBTA shall not be responsible for any damages incurred by LICENSEE as a result of any work stoppage or delay in response to such requirement. However, the MBTA shall be responsible for the cost of relocating LICENSEE's installation if it is required to be moved by the MBTA.

(d) Environmental Cooperation

If for any reason LICENSEE is not responsible for Hazardous Materials, defined below, on the Premises then LICENSEE agrees to cooperate with the MBTA in the determination of the party liable for the remediation of the Premises under applicable Federal and/or state law. Such cooperation may include the temporary adjustment of the rights granted to LICENSEE hereunder. The MBTA shall not be responsible for any damages incurred by the LICENSEE as a result of such temporary adjustment. "Hazardous Materials" shall mean "oil" or "hazardous materials", as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E") and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP").

(e) Remediation Obligation of the LICENSEE

Whenever by law or the terms of this License, LICENSEE is responsible for remediation of Hazardous Materials on MBTA property. LICENSEE, upon written demand of the MBTA, shall conduct, at LICENSEE's sole cost and expense (or, at the MBTA's election, reimburse the MBTA for the cost and expense incurred by the MBTA in connection with the MBTA's conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including the hiring of a Licensed Site

Professional) Any such response action, if performed by LICENSEE, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the MBTA, shall be completed in a timely manner to the reasonable satisfaction of the MBTA, and shall allow the MBTA to use the Premises, and/or MBTA owned adjacent or contiguous property, for its present use and for any future transportation use. LICENSEE shall also be responsible for the reasonable costs incurred by the MBTA in hiring consultants (including a Licensed Site Professional) to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results.

(f) Notice of Project Completion and Record Drawings

Upon completion of its work, LICENSEE shall provide written notice ("Notice of Project Completion") to the MBTA Railroad Operations Department of the date of project completion. LICENSEE shall also provide the MBTA Railroad Operations Department and the Railroad Companies with one reproducible "As-Built" copy of each approved construction drawing marked to indicate all changes and deviations from the original approved plans and recording the final conditions of the Premises ("Record Drawings") upon completion of the work authorized hereunder. All Record Drawings shall be received and accepted by the MBTA and the Railroad Company(s) prior to final inspection. The Notice of Project Completion and the Record Drawings shall be delivered to:

Asset Manager
Engineering and Maintenance
MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, MA 02143

and

Railroad Company(s) at the Notice location designated in Section 2.8 herein.

(g) Evidence of Financial Responsibility

Deleted

4.2 Indemnification and Release of MBTA

- (a) LICENSEE shall indemnify, defend (at the option of the MBTA) and save the MBTA, _____, and any other entity with rights now or in the future to operate railroad operation on the Premises, (collectively "the Railroad Companies") harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without

limitation, those related to Hazardous Materials that may be imposed upon, incurred by, or asserted against the MBTA or the Railroad Companies as a result of the LICENSEE'S gross negligence by reason of any of the following occurrences:

- (1) the activities of the LICENSEE hereunder or the exercise by the LICENSEE of any rights or privileges hereby granted; or
 - (2) the presence, discovery or revealing of any pre-existing Hazardous Materials on the Premises (or other property of the MBTA adjacent to the Premises) (i) which discovery is a result of the LICENSEE'S activities hereunder; (ii) where said Hazardous Materials are present because of LICENSEE'S previous occupancies of the Premises, whether those occupancies were unauthorized or permitted pursuant to prior agreements between the parties; or (iii) where those pre-existing Hazardous Materials migrated from land now or previously owned, leased, occupied or operated by the LICENSEE or for which the LICENSEE is a potentially responsible party as defined under Chapter 21E; or
 - (3) the placement or accidental release of any Hazardous Materials onto the Premises (or other property of the MBTA adjacent to the Premises) by LICENSEE or its employees, agents, contractors or consultants or by the employees, agents, or consultants of LICENSEE's contractors or subcontractors
 - (4) any use, condition or occupation of the Premises or any part thereof by LICENSEE; or
 - (5) any failure of LICENSEE to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.
- (b) LICENSEE has inspected the Premises and decided that the Premises are suitable for the uses LICENSEE contemplates. LICENSEE assumes all the risk of entry on to the Premises.
- (c) LICENSEE hereby releases the MBTA and the Railroad Companies from any responsibility for LICENSEE's losses or damages related to the condition of the Premises, and LICENSEE covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or any other claim) (hereinafter "Claims") against the MBTA

or the Railroad Companies, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Premises.

- (d) In clarification of the above release and covenants of defense and indemnification, and not in limitation of them, LICENSEE shall indemnify, defend (at the option of the MBTA) and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments related to the injury, illness or death of any employee of LICENSEE while on MBTA property pursuant to this License; except if the "Claim" arose because of the MBTA's grossly negligent or willful misconduct. It shall not be negligent to allow access to the Premises and the surrounding property that are in substantially the condition they were in when LICENSEE inspected the Premises before accepting this License.

LICENSEE shall obtain a written release of liability similar to the one in this Section 4.2(d) [and including the language of Section 4.2(c) in favor of the MBTA and the Railroad Companies from each of LICENSEE's consultants and contractors before they enter onto the Premises.

- (e) LICENSEE shall be notified, in writing, by the MBTA and each of the affected Railroad Companies of the assertion of any claim against it that LICENSEE has agreed to indemnify above (the "Indemnified Claim").
- (1) If the LICENSEE decides to have the MBTA conduct the defense of an Indemnified Claim against it or to conduct any other response itself, LICENSEE shall reimburse the MBTA for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the MBTA in connection with the MBTA's defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP. The settlement or compromise of any Indemnified Claim shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or

indictments, or the entering of consent decrees or orders of any kind by the MBTA on behalf of the LICENSEE or any other action that would materially prejudice the rights of the LICENSEE without the LICENSEE's express written approval. The LICENSEE shall cooperate with the MBTA in the defense of any Indemnified Claim. This same right of self defense and the right to LICENSEE reimbursement shall apply to each of the Railroad Companies that has an Indemnified Claim against it.

- (2) If the LICENSEE decides to defend the Indemnified Claim or handle the response action, the LICENSEE shall notify MBTA of that decision in writing and the LICENSEE shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the MBTA is fully indemnified by the LICENSEE and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the LICENSEE on behalf of the MBTA or any other action that would materially prejudice the rights of the MBTA without the MBTA's express written approval. The MBTA shall cooperate with the LICENSEE in the defense of any Indemnified Claim. If any of the Railroad Companies wants the LICENSEE to defend it against an Indemnified Claim, then they must agree to this paragraph 4.2 (e)(2).

If any response action due to the presence of Hazardous Material or the threat of release of Hazardous Waste onto the Premises (or other property of the MBTA which abuts the Premises), is performed by LICENSEE, the response action shall be performed in accordance Section 4.1 (e).

For purposes of this Section 4, LICENSEE shall include LICENSEE and its directors, officers, employees, agents, successors and assigns and the MBTA shall include the MBTA and its directors, officers, employees, agents, successors and assigns.

The provisions of Sections 4.1 and 4.2 shall survive the termination or expiration of this License.

4.3 Insurance

Prior to entry hereunder, LICENSEE and its consultants and contractors shall provide the MBTA and the Railroad Companies with a certificate or

certificates of insurance and shall, during the term hereof, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, and LICENSEE's covenant of indemnification hereinabove, with companies that are reasonably acceptable to the MBTA, as stated below, in which LICENSEE and others hereinafter specified are either additional insureds as their interests may appear or named insureds and which provide minimum liability coverage as follows:

(a) Commercial General Liability Insurance

Insuring the LICENSEE, the MBTA, the Railroad Companies, the Premises and all activities allowed hereunder as well as LICENSEE's indemnification obligations contained in Section 4 with minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) covering all work performed must also be provided. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). These policies shall name the MBTA and the Railroad Companies as additional insureds.

(b) Worker's Compensation Insurance

Insuring all persons employed by LICENSEE in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the MBTA or the Railroad Companies or the Premises with limits of liability of not less than those required by Massachusetts General Laws, Chapter 152, as amended. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. Each of LICENSEE's subcontractors and consultants shall have similar policies covering their employees.

(c) Railroad Protective Liability Insurance

Insuring the MBTA and the Railroad Companies as named insureds with limits of not less than \$2,000,000.00 per occurrence and \$6,000,000.00 in aggregate combined bodily injury property damage. MPCR shall be provided with an original policy of Railroad Protective Liability Insurance and the MBTA and the remaining Railroad Companies shall be provided with certificates of insurance.

(d) Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of LICENSEE and its consultants and contractors that are used in the activities permitted hereunder.

- (e) Insurance During Construction and Installation
**[IF CONSTRUCTION IS TO TAKE PLACE, THERE MAY BE
ADDITIONAL INSURANCE REQUIREMENTS- SUCH AS
BUILDER'S ALL RISK]**

The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better, shall be taken out before the License is commenced and be kept in full force and effect throughout the term of the License, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least 30 days advance written notice in the event of any cancellation or materially adverse change in coverage. All such required insurance, with the possible exception of Pollution Liability Insurance, shall be written on an occurrence basis form, as opposed to a claim made basis form. The MBTA shall be named as an additional insured under the Commercial General Liability, Automobile Liability, Umbrella, Pollution Liability, if required, and Builder's Risk Insurance Policies. The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of subrogation in favor of the MBTA which precludes these insurers from being able to make any subrogation claims against the MBTA. All such required insurance shall not contain any exclusions for acts of terrorism, and shall fully cover any acts of terrorism, irrespective of whether such acts of terrorism are caused by domestic or foreign terrorists, and irrespective of whether such acts of terrorism are certified or non-certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. All such insurance as is required of the LICENSEE shall be provided by or on behalf of all subcontractors to cover their operations performed. The LICENSEE shall be held responsible for any modifications, deviations or omissions in the compliance with these requirements by the subcontractors. At the inception date of the License and throughout the term of the License, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required.

In the event of the cancellation of any policy during the term of this Agreement, or the failure to keep in effect the insurance required by this section, the MBTA may, without further notice and at its option, procure or renew such insurance on the account of the LICENSEE. LICENSEE agrees to repay such MBTA expense, with interest thereon at the rate of eighteen percent (18%) annually from the date of the expenditure by the MBTA as an additional license fee.

**ALL CERTIFICATES OF INSURANCE PERTAINING TO THIS REQUEST
(AS WELL AS RENEWAL CERTIFICATES) SHOULD DESCRIBE THE
SITE THAT IS COVERED.**

4.4 Compliance with Laws

LICENSEE shall comply with, and shall cause all work performed to comply with all Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.

LICENSEE shall also be responsible for obtaining any and all Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

4.5 Non-Exclusive Use

The MBTA makes no representations or warranty, express or implied, that the LICENSEE shall have sole or exclusive use of the Premises under this License. In the event other agreements, licenses or easements have been or are granted, the LICENSEE shall be responsible for coordinating its work and activities with that of other licensees and parties in interest. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the LICENSEE, arising out of the work of the MBTA or other licensees or parties in interest.

LICENSEE's rights herein are granted subject to easements and rights of record and existing leases and licenses.

4.6 No Warranty

LICENSEE accepts the Premises "As Is" and the MBTA makes no warranty, express or implied, as to the condition of the Premises.

4.7 Termination

At the termination of this License, LICENSEE agrees to restore the Premises to the condition it was in at the commencement of the term hereof, and to remove all of LICENSEE's personal property and debris from the Premises; except that all equipment installed pursuant to this License and previous licenses may remain unless the MBTA notifies LICENSEE to remove some or all of the installations. Should LICENSEE not perform such restoration at the end of the Term, the MBTA may perform any and all necessary restoration at the sole expense of the LICENSEE. Any personal property not so removed shall, at the option of the MBTA, either become the property of the MBTA or be removed by the MBTA and disposed of without any liability in the MBTA for such removal and disposition, all at the sole expense of LICENSEE.

4.8 Assignment

LICENSEE shall not, without the prior written consent of the MBTA, transfer or assign this License or any part hereof. Such consent may be withheld in the sole discretion of the MBTA.

5. Notices

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described in Section 2.8 or when delivered by messenger or overnight mail service to the correct addressee. Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

LICENSEE and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this License any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

6. Results

If this License explicitly allows LICENSEE to conduct certain investigations on MBTA owned land, then LICENSEE agrees to provide to the MBTA, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this License in both hard copy form and in a digital format specified by the MBTA regardless of whether the report was prepared by LICENSEE, its agent, consultant or contractor, or prepared on behalf of the LICENSEE. All results and reports shall be provided to the MBTA within ten (10) days of receipt by LICENSEE. Unless prohibited by law, LICENSEE agrees to consult with the MBTA prior to contacting any governmental entity, regarding any information, results of analysis or reports regarding the Premises. LICENSEE shall give the MBTA a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

7. Default and Termination

(a) Termination for Non-Payment

In the event that LICENSEE shall neglect or fail to pay the, Administrative Fee or any other sum herein specified to be paid upon the due date hereunder, LICENSEE shall be in default and the MBTA shall have the right at any time thereafter to terminate this License by giving LICENSEE two (2) weeks written notice of the MBTA's decision to terminate for non-payment ("Termination Notice"). LICENSEE shall not be entitled to cure any such default by tendering payment after the expiration of the two (2) week grace period which starts upon LICENSEE's, or LICENSEE's servants, agents or employee's receipt of (or refusal to accept) the MBTA's Termination Notice.

(b) Default of Terms and Conditions

LICENSEE shall also be in default if LICENSEE:

- (1) fails to perform or observe any of the other covenants or agreements contained in this instrument and on its part to be performed or observed, or
- (2) makes any assignment for the benefit of creditors or files petition for relief under bankruptcy law, or
- (3) has a bankruptcy petition filed against it that is not dismissed within sixty (60) days, or
- (4) has its estate taken by process of law, proceeding in bankruptcy or insolvency or otherwise,

and if such defaults continue after two (2) weeks' written notice given by the MBTA to LICENSEE to cure, the MBTA may terminate this License by written notice to Licensee and/or deny access to the Premises and expel LICENSEE and those claiming through or under LICENSEE and remove LICENSEE's effects from the Premises without prejudice to any remedies which might otherwise be available for such breach of covenant, and, upon entry as aforesaid, the rights of LICENSEE created by this License shall terminate. Notwithstanding the preceding, if LICENSEE begins to cure a default as soon as possible within said two week period and thereafter continues to pursue a cure with all due diligence, then the MBTA shall not terminate this License until and unless LICENSEE ceases to pursue a cure with all due diligence and has not in fact cured said default. LICENSEE agrees to pay any expense including reasonable attorneys' fees incurred by the MBTA in enforcing any of LICENSEE's obligations hereunder.

Notwithstanding the preceding, if the default is one that threatens the safety of the public or the ability of the MBTA or a Railroad Company to operate the railroad, then it shall be considered an Emergency Default and if LICENSEE does not effect an immediate cure, the MBTA may terminate the License upon reasonable notice and use self help at the expense of LICENSEE and LICENSEE shall be responsible for such expenses as well as for a twenty five percent (25%) administrative fee above the expenses.

In the event this License is terminated pursuant to this Paragraph 7, the MBTA shall retain the Administrative Fee as partial damages, without prejudice to its right to claim additional damages as a result of the breach.

8. Holding Over

A. If LICENSEE desires to continue the work defined in the Scope of Activity after the termination of this License, the resulting License shall be on a month-to-month basis and may be terminated by either party at any time by providing the other party with thirty (30) days prior written notice of termination.. During such extended term, LICENSEE shall be bound by all applicable provisions of this License.

9. **Work in Harmony**

LICENSEE agrees that in any work performed in or about the Premises, it will employ only labor which can work in harmony with all elements of labor being employed by the MBTA or the Railroad Companies on the _____.[NAME PARTICULAR RAILROAD LINES INVOLVED]

10. **Promotional Material**

LICENSEE shall not, without the prior written approval of the MBTA, refer to the MBTA in any promotional matter or material, including, but not limited to advertising, letterheads, bills, invoices and brochures.

11. **Nondiscrimination**

With respect to its exercise of all rights and privileges herein granted, LICENSEE shall undertake affirmative action as required by Federal and state laws, rules and regulations pertinent to Civil Rights and Equal Opportunity unless otherwise exempted therefrom. LICENSEE agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any Federal agency and in accordance with applicable Federal Law and applicable state laws, rules and regulations.

LICENSEE shall not discriminate against any person, employee or applicant for employment because of race, color, creed, national origin, age, sex, sexual orientation, disability or Vietnam era veteran status in its activities at the Premises, including without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors, or subcontractors.

Consistent with the law, LICENSEE shall use reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurement of materials and service under this License.

12. **Taxes**

LICENSEE shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable during the Term, which may be assessed against LICENSEE or the MBTA which are directly attributable to LICENSEE'S installations in, or use of, the Premises, or any personal property or fixtures of LICENSEE located thereon (collectively referred to as "Taxes"). LICENSEE shall

pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment. Such payments shall constitute an additional License Fee hereunder.

LICENSEE may contest, in good faith for its own account and at its own expense, the validity or amount of any Taxes, provided LICENSEE shall indemnify the MBTA against any resulting loss, cost and expense. LICENSEE shall not permit a lien or encumbrance on the Premises by reason of failure to pay any Taxes.

13. No Third Party Beneficiaries

This License shall not be construed to create any third party beneficiary rights in favor of any other parties (except the explicit rights granted to MBCR) or any right or privilege for the benefit of any other parties.

14. Entire Agreement

This License contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

15. Governing Law

This License shall be construed and interpreted under and pursuant to the laws of the Commonwealth of Massachusetts, and the Massachusetts and Federal conflict of laws provisions shall not be applied if the result is that other than Massachusetts law shall govern.

16. Successors and Assigns

The provisions of this License shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Limitation On Damages

The MBTA shall not be liable to LICENSEE for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless specified herein.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed this _____ day of _____.

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Printed Name: Mark Boyle

Printed Name: _____

Title: Assistant General Manager for Development

Title: _____

g:\licenses\RR Properties\name of company)_File #LI- 5/20/2011

EXHIBIT A
PLAN OF PROPERTY

EXHIBIT B

SCOPE OF ACTIVITY

Subject to the terms and conditions in this License Agreement, the LICENSEE, its agents, employees, contractors, subcontractors, and/or representatives are hereby granted a license to enter upon the Premises for the sole purpose of _____

LICENSEE shall [**CONSTRUCT, INSTALL, TEST, REPAIR**] _____ in a safe manner and immediately notify the MBTA if any problem occurs which may result in a safety hazard. If any unsafe situation should occur, LICENSEE will correct the situation by eliminating any safety hazard immediately or, if the situation cannot be reasonably cured immediately, then in such longer time as is reasonably required, and in all such unsafe situations, MBTA Railroad Operations Safety Procedures shall be followed.

LICENSEE shall submit a plan and detailed specifications (including the materials to be used) and the proposed methods of performing the work, or any part thereof (the "Plan") to the MBTA. Except in the case on an emergency, LICENSEE shall not enter the Premises until the Plan has been approved by the MBTA. Such approval may be withheld in the MBTA's sole discretion. The Scope of Activity for said construction, installation, maintenance, operation and/or replacement will be more fully defined in the approved Plan, which approved Plan will automatically be incorporated herein by reference and made part of this License. The LICENSEE shall also provide the MBTA with a detailed schedule of times when LICENSEE, its employees, contractors, subcontractors, or agents would like to be on the Premises to undertake the Scope of Activity (the "Access Plan"). The MBTA and MBCR shall have full power to make a final determination of when LICENSEE may be on the Premises as it is necessary to coordinate the work of all those desiring or having the right to access the Premises.

Unless entry is made pursuant to an Access Plan approved by both the MBTA and MBCR, LICENSEE agrees to give [**each time it desires entry,**] at least five (5) days' prior written notification to the MBTA (except in cases of emergency when notice shall be given to the MBTA and the Railroad Companies as quickly as possible) of its need to access the Premises for all work to be performed under this License by contacting for Railroad Property Ron Ross at 617-222-3635 and to give at least five (5) days prior notice to MBCR of its desire for access by contacting _____ at. LICENSEE understands that the more notice given to the MBTA and to MBCR the more likely it will be that LICENSEE can gain access at the times requested. **LICENSEE shall present evidence of the required insurance coverage before each entry. In the case of an emergency, LICENSEE shall as soon as possible contact the MBTA Control Center at 617-222-5278.**

No activities permitted herein may be performed by LICENSEE except as approved in writing by the MBTA; and no method of testing, installation or construction shall be used

by LICENSEE except with prior written approvals or written approvals received in the field from the MBTA's representatives at the time the work is performed.

If at any time during the work of installation or connection, the MBTA or an affected Railroad Company should, in its sole and absolute discretion, deem flagmen, watchmen, communications/signaling personnel, electric traction personnel, inspectors assigned to construction crews, and/or other measures, including but not limited to train re-routing, desirable or necessary to protect its operations, its property or its employees or other persons on or near the Premises, the MBTA and/or a Railroad Company shall upon notice to LICENSEE (where such notice is feasible) have the right to place such personnel, including personnel of the MBTA's or the Railroad Company's agents or to take such measures, at the sole cost and expense of LICENSEE. Such cost and expense shall include the current wages and fringe benefits due and owing to such personnel in and for the performance of such measures. LICENSEE hereby covenants and agrees to bear the full cost and expense thereof and to reimburse the MBTA and/or the Railroad Company within thirty (30) days of receiving an itemized, written invoice for such reimbursement. The MBTA's or a Railroad Company's failure to furnish such personnel or take such measures shall not relieve LICENSEE of any obligation or liability it might otherwise have assumed, and shall not give rise to any liability to LICENSEE on the part of the MBTA or the Railroad Companies. Upon being notified that the personnel or measures referred to in the first sentence of this Paragraph have been deemed desirable or necessary by the MBTA and/or a Railroad Company, LICENSEE shall not commence or continue construction or repair measures, as the case may be, unless and until such personnel or measures are in place.

If LICENSEE shall deem any requirement for flagging or the like by the MBTA or a Railroad Company or one of their agents for supervision of the activity hereunder as unreasonable, LICENSEE shall nevertheless pay for such flagging and the like, but may take exception in writing thereto as an unreasonable requirement in each instance. The parties agree to review such exceptions at the times of billings for such services and attempt to adjust them as the MBTA may deem appropriate. This reimbursement is in addition to the License Fee and Administrative Fee required hereunder.

LICENSEE shall comply with all applicable MBTA Railroad Operations Directorate requirements including, but not limited to, those entitled: "I - Guidelines and Procedures for Construction on MBTA Railroad Property" dated May 1994, "II - Maintenance and Protection of Railroad Traffic" dated May 1994, "III - Insurance Specifications" dated May 1994 and "V - Specifications for Wire, Conduit & Cable Occupations" dated May 1994. To the extent that there is an irreconcilable conflict between the aforementioned requirements and this License, the terms and conditions contained in the MBTA Railroad Operations Directorate Procedures shall control unless the requirements in this License are more strict.

No individual, including representatives and employees of LICENSEE, may enter onto the Premises unless that individual has first attended MBCR's Safety Orientation/RWP Class (for scheduling call 617-222-8373), and adhere to the requirements and regulations of the Right of Way Safety Manual.

Board of Selectmen

AGENDA FACT SHEET for 5/24/2011

Agenda Item: Elder Services PILOT Agreement

Presenter(s): Kate Fitzpatrick, Town Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The November 8, 2010 Special Town Meeting authorized the Board of Selectmen to enter into agreements with NHP Property Business Trust, Continental Wingate Development Co., and WHC Needham, Inc., regarding taxes on real and personal property to be located within the Elder Services Zoning District. The purpose of the agreements is to ensure that real estate and personal property excise taxes will continue to be paid from the property, whether or not the property is owned by a tax exempt entity. Since the Board's approval of the agreements, the property was conveyed to WHC, Needham 1, Limited Partnership. Town Counsel has asked that the Board approve and sign a new agreement containing the same terms except for the change in the name of the party having title to the property.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: [YES] NO (circle one)

Suggested Motion: That the Board of Selectmen vote to enter into an agreement with WHC, Needham 1, Limited Partnership regarding taxes on real and personal property to be located within the Elder Services Zoning District.

3. BACK UP INFORMATION ATTACHED:

- a. Memo from Town Counsel David Tobin dated May 5, 2011
- b. Agreement with WHC, Needham 1, Limited Partnership with cover letter from Roy A. Cramer, Esq. dated April 27, 2011

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

MEMORANDUM

TO: BOARD OF SELECTMEN
FROM: DAVID S. TOBIN
SUBJECT: PILOT AGREEMENT
DATE: MAY 5, 2011

On or about May 10, 2010, the Selectmen signed a PILOT agreement with NHP Properties Business Trust.

This agreement requires any tax-exempt entity that puts a facility in the area rezoned "Elder Services Uses" to make payments in lieu of taxes.

In October 2010, you signed a second agreement with the same terms. This was because the new owner of the land was to be Continental Wingate Development Company.

Since then, the property was conveyed to WHC, Needham 1, Limited Partnership.

I ask the Selectmen to sign the agreement containing the same terms except for the name of the party that has title to the property, WHC, Needham 1, Limited Partnership.

After signing, it will be recorded at the Norfolk Registry of Deeds so that any subsequent purchaser of the property will have notice of the agreement and be bound by it.

FRIEZE CRAMER ROSEN & HUBER LLP
C O U N S E L L O R S A T L A W

60 WALNUT STREET, WELLESLEY, MASSACHUSETTS 02481
781-943-4000 • FAX 781-943-4040

ROY A. CRAMER
781-943-4030
RAC@I28LAW.COM

April 27, 2011

FEDEX

David Tobin, Esq.
Tobin Sullivan Fay & Grunebaum
60 William Street, Suite 330
Wellesley, MA 02481

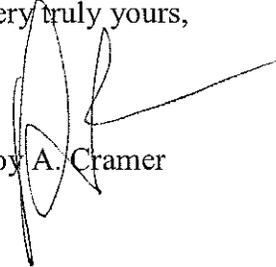
Re: Continental Wingate PILOT Agreements

Dear David:

Enclosed please find two duplicate original signed PILOT Agreements. Please return one fully executed original to me.

Thank you for your cooperation.

Very truly yours,


Roy A. Cramer

Enclosures

AGREEMENT REGARDING PAYMENT IN LIEU OF TAXES

April __, 2011

Agreement made this ___ day of April, 2011 by and between the Town of Needham, a municipal corporation located in Norfolk County, Massachusetts, acting through its Board of Selectmen (hereinafter referred to as "Needham"), and WHC Needham I, Limited Partnership, a Massachusetts Limited Partnership having a principal place of business at 63 Kendrick Street, Needham, MA 02494 (hereinafter referred to as "WHC").

BACKGROUND

A. Affiliates of WHC sought the rezoning of approximately seven (7) acres of land comprised of Needham Assessor's Map 77, Parcels 1, 25 and 56. NHP Properties Business Trust, a Massachusetts business trust, having a principal place of business at 610 Newport Center Drive, Suite 1150, Newport Beach, California 92660 (hereinafter referred to as "NHP") currently owns the Wingate at Needham nursing home which is presently located on May 77 Parcel 1 (also known as 589 Highland Avenue). WHC has purchased the parcels identified as Needham Assessor's Map 77, Parcels 25 and 56, in the Town of Needham (collectively referred to herein as the "Property"), located in the Elder Services Zoning District. See Norfolk Registry District of the Land Court Certificate of Title No. 181742 and Norfolk Registry of Deeds Book 28490, Page 308.

B. The primary purpose of the rezoning is to allow the creation of independent apartments, assisted living and Alzheimer's/memory loss facilities, and an expansion of the existing skilled nursing facility ("Elder Services Uses").

C. Needham is supportive of the proposed rezoning.

D. Needham will provide continuing services to the Property as are generally provided in the Town of Needham, whether it is owned by WHC, its successors or assigns, regardless of whether said owner is an entity exempt from the payment of real estate taxes under the laws of the Commonwealth of Massachusetts. Such services include, but are not limited to, ongoing police service, fire protection, emergency medical services, building inspections, water service, inspection services and access to public ways for utilities and municipal services.

E. Needham needs to protect its fiscal base by insuring tax payments from the Property in the event the Property is sold to an entity or organization that is or may be exempt from paying local property taxes.

AGREEMENT

NOW, THEREFORE, for the good and valuable consideration, the receipt of which is hereby acknowledged, Needham and WHC hereby agree as follows:

1) If WHC or any successor(s) in interest to WHC (or an affiliate of WHC) as an owner of the Property or any part thereof, regardless of the manner, method or form by which such owner received or acquired its ownership interest of the Property or any part thereof, is exempt from the payment of real estate taxes and personal property excise taxes under Massachusetts Laws Chapter 59, WHC or such successor, as the case may be, shall make payments in lieu of taxes not less than the amount that would otherwise be due to the Town in property taxes and personal property excise taxes under M.G.L. Chapter 59, for as long as the entity continues to be exempt from such property or excise taxation. The restrictions set forth in this paragraph shall apply to any lease by an owner of property within the Elder Services Zoning District to a tax-exempt entity if the legal effect of such lease would otherwise be to exempt the owner or lessee of the leased property from the payment of real estate taxes. No owner of the Property or any party thereof shall have any liability for payments in lieu of taxes with respect to any period after the date of transfer of its ownership interest.

2) If, and to the extent that, any such owner makes payments in lieu of taxation to Needham pursuant to this Agreement, such owner shall have the right to seek an abatement or reduction in such payment and/or in the valuation upon which the payment is based for any reason as set forth in Chapter 59 of the Massachusetts General Laws (other than by claim of exemption), provided, however, that if such abatement or reduction is denied by Needham, such owner or lessee shall have all rights of appeal provided by Massachusetts law. In the event that the Massachusetts Appellate Tax Board, or other governmental entity, declines jurisdiction of said appeal by virtue of the tax-exempt status of such owner or lessee, such owner or lessee shall have the right to submit such claim to arbitration before the American Arbitration Association. Needham and such owner or lessee agrees to be bound by the determination of the arbitrator.

3) The foregoing obligations shall run with the land comprising the Property, as more particularly described in Exhibit A attached hereto, and shall automatically terminate on the date upon which the Property or any part thereof is no longer used for Elder Services Uses (but with respect to such part only), but shall automatically become reinstated if the Property, or any part thereof that ceased to be used for Elder Services Uses, re-commences to be used for Elder Services Uses (but with respect to such part only). Any of the owners of the Property governed thereby shall acknowledge in writing its obligations hereunder and provide such acknowledgement to Needham prior to or upon the transfer to it of ownership of any real property which is part of the Property.

4) In the event that WHC, or its nominee, proceeds to purchase additional property within the area to be rezoned (i.e. Needham Assessors Map 77, Parcels 25 and 56) this Agreement shall be applicable to all such property.

5) In the event of the purchase of additional property as described in paragraph 4 above, WHC and WHC's nominee (if applicable) shall re-execute this Agreement and deliver same to Needham for signature and recording at the Norfolk County Registry of Deeds to insure that all such property owned by WHC or its nominee located in the area to be rezoned shall be subject to this Agreement.

6. WHC, for itself and its successors and assigns, covenant and agree that the restrictions set out in this Agreement (i) touch and concern the Property, (ii) are for the purpose of facilitating orderly and harmonious development of property to be located in the Elder Services Zoning District, (iii) are held in gross by Needham as a restriction held by a governmental body under M.G.L. Chapter 184, §26 and not for the benefit of any land in the Town, (iv) are now and shall continue to be of actual and substantial benefit to the Town, (v) do not impede the reasonable use of the Property for which it is most suitable, and (vi) are enforceable in perpetuity or for the longest term permitted by law and in any event for one hundred years. WHC further covenants that, as an "other restriction held by a governmental body" as that term is used in M.G.L. Chapter 184, §26, such restrictions are not subject to the limitations on the enforceability of restriction in M.G.L. Chapter 184, §§26 - 30. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of such restrictions, WHC hereby appoints the Board of Selectmen of Needham as WHC's agent to execute and record such notice and agrees that WHC shall execute and record such notice upon request.

7. This Agreement shall become effective only upon the issuance of a building permit for Elder Services Uses in the Elder Services Zoning District. This Agreement shall remain in effect so long as the Property, or any portion thereof, is utilized for Elder Services Uses, regardless of whether the Elder Services Zoning District, and the zoning provisions pertaining thereto, are amended or eliminated.

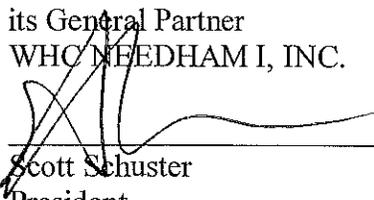
WITNESS the execution hereof under seal as of the date here above written.

TOWN OF NEEDHAM

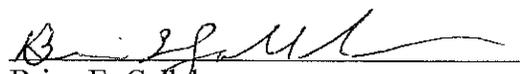
By: _____
Selectman

WHC NEEDHAM I, LIMITED
PARTNERSHIP

By: its General Partner
WHC NEEDHAM I, INC.

By: 

Scott Schuster
President

By: 

Brian E. Callahan
Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this ___ day of _____, 2011, before me, the undersigned notary public, personally appeared _____, as a Selectman of the Town of Needham, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

On this ___ day of _____, 2011, before me, the undersigned notary public, personally appeared Scott Schuster, as President of WHC Needham I, Inc., proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public:
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

County of Norfolk

On this ___ day of _____, 2011, before me, the undersigned notary public, personally appeared Brian E. Callahan, as Treasurer of WHC Needham I, Inc., proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public:
My Commission Expires:



Approved as to Form

David Tobin, Town Counsel

PARCEL 1 (Unregistered)

(Description and contents)

EXHIBIT "A"

The land situated in that part of Needham, Norfolk County, Massachusetts, known as Needham Heights, shown as Lot A on the Town of Needham Assessor's Plan No. 77, bounded and described as follows:

- NORTHERLY by land now or formerly of Charles River Sand and Gravel Co., Inc. under Certificate of Title No. 29293 filed with the Norfolk County Registry District of the Land Court, one hundred forty-five and 50/100 (145.50) feet;
- EASTERLY by Gould Street, thirty-seven and 15/100 (37.15) feet;
- SOUTHEASTERLY by land now or formerly of Michael Generazio, et al., two hundred forty-one and 67/100 (241.67) feet; and
- WESTERLY by land now or formerly of Charles River Sand and Gravel Co., Inc., one hundred fifty-five and 57/100 (155.57) feet.

PARCEL 2 (Registered)

The land situated in that part of Needham, Norfolk County, Massachusetts, known as Needham Heights, shown as Lot 8 on a plan drawn by Cheney Engineering Co., dated March 29, 1957, as approved by the Land Court, filed in the Land Registration Office as Plan No. 18430K, a copy of a portion of which is filed with said Registry District with Certificate No. 58581, Book 293, bounded and described as follows:

- EASTERLY by the westerly line of Gould Street, as shown on said plan, three hundred one and 06/100 (301.06) feet;
- SOUTHEASTERLY by Lot A shown on the Town of Needham Assessor's Plan No. 77, one hundred forty-five and 50/100 (145.50) feet;
- EASTERLY by land now or formerly of Anne M. Coppinger, one hundred fifty-five and 57/100 (155.57) feet;
- SOUTHEASTERLY by lots G4, G3 and G2 shown on said plan and by land now or formerly of Ennio Pezzolesi et al., four hundred seventy-four and 96/100 (474.96) feet;
- SOUTHWESTERLY by Cross Street and by land now or formerly of Nello Giunetti et al., two hundred thirty-four and 89/100 (234.89) feet; and
- NORTHWESTERLY by land now or formerly of the New York, New Haven and Hartford Railroad Company, nine hundred seventy and 27/100 (970.27) feet.

Said Parcels 1 and 2 are conveyed subject to and together with the benefit of all easements, rights, agreements, liens and encumbrances of record to the extent that the same are now in force and applicable.

Board of Selectmen

AGENDA FACT SHEET for 5/24/11

Agenda Item: Needham Market Invitation

Presenter(s): Kate Fitzpatrick, Town Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The Needham Exchange Club and Needham 300 Committee have requested that the Board of Selectmen officially invite representatives of Needham Market to participate in the tercentennial celebration.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: [YES] NO (circle one)

Suggested Motion: That the Board of Selectmen approve and sign the letter of invitation to Needham Market to participate in the tercentennial celebration.

3. BACK UP INFORMATION ATTACHED:

a. Letter to Needham Market Town Council

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____



TOWN OF NEEDHAM

TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

Office of the
BOARD OF SELECTMEN

TEL: (781) 455-7512
FAX: (781) 449-4569
TDD: (781) 455-7558

May 24, 2011

Mr. Kevin Hunter, Town Clerk
Needham Market Town Council
Community Centre
Needham Market, Suffolk
IP6 8BB

Dear Mr. Hunter:

The Board of Selectmen of Needham Massachusetts cordially invites representatives of the Needham Market Town Council to participate in our 300th anniversary celebration. The relationship between the Towns of Needham and Needham Market has a long and interesting history that includes official and informal visits of our respective citizens. We would be honored to continue this tradition by having representatives of Needham Market join us in this celebration.

Working with the local government and service organizations, the Needham 300 Committee has organized a year-long series of events to mark the tercentennial, including two signature events. First, the Town's Exchange Club is planning an extraordinary 4th of July celebration this year in honor of Needham's tercentennial. The Fireworks Spectacular, which is scheduled for the evening of July 3, 2011, promises to be better than ever. The Grande Parade begins at 9:00 a.m. on Monday, July 4th. Distinguished guests from Needham Market are invited to participate in the parade along with other local and visiting dignitaries. After the Parade on Monday there will be food, a flea market, an old fashioned baseball game, children's games and much more. More information on this event is available at www.NeedhamExchangeClub.org.

The year-long celebration will culminate on November 5, 2011 with a full-day event including the rededication of the newly renovated and expanded Town Hall (expected to be completed in October, 2011) and a Gala Ball that will ring in the anniversary of the Town at midnight. It is interesting to note that a former Mayor of Needham Market participated in the centennial celebration of the Needham Town Hall in 2002!

The Town of Needham was founded on November 6, 1711 by a collection of about 250 farmers and their families who named their new settlement after the English Village of Needham Market. Needham Market's namesake has strengthened and grown into what 300 years later is a sought after community full of civic pride.

Information about the tercentennial is available at www.Needham300.org. We hope that you will join us if circumstances permit!

Sincerely,

Maurice P. Handel, Chairman

Gerald A. Wasserman, Vice Chairman

Daniel P. Matthews, Clerk

John A. Bulian

James G. Healy

Board of Selectmen

AGENDA FACT SHEET for 5/24/2011

Agenda Item: Comcast Ascertainment Process

Presenter(s): Jonathan Tamkin, Cable TV Advisory Committee

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Mr. Tamkin will update the Board of Selectmen on the process for renewing the Comcast Cable Television License. As the first step in this process, the Board of Selectmen held an Ascertainment Hearing at its meeting on December, 7 2010. The next step in the process is for the Town to forward a request for cable television renewal proposal and a proposed license to Comcast. The proposed license was developed by the Cable TV Advisory Committee and Cable Counsel. Mr. Tamkin will provide an overview of the proposal and a description of the process moving forward. The current cable television license held by Comcast will expire on September 10, 2011.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: YES [NO] (circle one)

3. BACK UP INFORMATION ATTACHED:

- a. Request for a Cable Television Renewal Proposal
- b. Proposed Cable Television Renewal License Granted to Comcast

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

**REQUEST FOR A CABLE TELEVISION
RENEWAL PROPOSAL**

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

MAY 24, 2011

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(I) INTRODUCTION

In accordance with Section 626 of the Cable Act, the Board of Selectmen of the Town of Needham, Massachusetts (the "Town"), in its role as as statutory Issuing Authority (the "Issuing Authority"), has been conducting ascertainment proceedings in order to identify and analyze a number of issues in connection with the renewal of the current Cable Television Renewal License (the "2001 Renewal License"). The 2001 Renewal License, which was effective on September 11, 2001, was originally granted to MediaOne of Massachusetts, Inc., then ultimately transferred to the current Licensee, Comcast of Needham, Inc. ("Comcast"). For purposes of this RFP, the word "Comcast" will refer to Comcast and its predecessors-in-interest in Needham.

(II) BACKGROUND

(A) Renewal License Expiration

The 2001 Renewal License will expire on September 10, 2011.

(B) Renewal Procedures

In accordance with the formal renewal procedures of the federal Cable Act, 47 U.S.C. Section 546(a)-(c), the Issuing Authority is issuing this formal Request for a Renewal Proposal ("RFP") to Comcast for response.

(C) Ascertainment

The Board of Selectmen, statutory Issuing Authority for Needham, conducted a public ascertainment hearing in the Town on December 7, 2010. The purpose of the hearing was to allow citizens the opportunity to voice their concerns and identify issues in connection with the future cable-related needs and interests of the Needham community. Proper notice of the hearing was provided.

(III) INSTRUCTIONS

(A) Request for Proposal

Comcast must respond to this RFP by submitting a detailed renewal proposal to the Town. Comcast's proposal must specifically address all of the areas, and cable-related requests, covered by this RFP.

(B) Format of the RFP

The format of the RFP consists of two (2) sections: first, a Future Needs section; and second, an Exhibits section.

(C) Renewal Proposal Deadline

Comcast must submit its renewal proposal to the Town no later than July 7, 2011.

(D) Response Format

Comcast must respond to questions and requests for information in the order found in this RFP. Each response must first list the RFP question, then Comcast's response. Comcast's responses must be in sufficient detail to expedite the Town's review of Comcast's proposal and minimize follow-up questions from the Town requesting more details.

(E) Transmittal of Proposal

Comcast must submit one (1) original and five (5) copies of its renewal proposal, in loose-leaf binders, to the Selectmen's Office at Needham Town Hall. Comcast must also send one (1) copy of its renewal proposal *directly* to the Town's outside Cable Counsel, Peter J. Epstein, 101 Arch Street, Suite 900, Boston, MA 02110-1112 by the same date required by paragraph (c) above.

(F) Financial Information

Comcast's renewal proposal, regardless of the length of the license term being requested, must include, among other things, Comcast's detailed (a) cost projections; (b) projected annual and one-time capital expenditures; (c) income and loss statement; (d) balance sheet; (e) financial

Town of Needham Cable Television Request-for-Proposal
May 24, 2011

assumptions, (f) projected subscriber rates; and (g) projected returns during the entire length of the requested renewal term.

(G) Questions Regarding the RFP

All questions regarding this RFP must be in writing and be sent to the Issuing Authority. A copy of said letter must also be sent at the same time directly to the Town's outside counsel identified in paragraph (E) above.

(IV) RENEWAL LICENSE TERM

The Issuing Authority will grant a renewal license for a term that is commensurate with the level of services and facilities provided to the Needham community. To this end, Comcast must specify the length of the license term that it is seeking and must provide the Town with a detailed rationale for such a desired term. Such a detailed rationale shall include, at a minimum, the financial basis supporting such a requested term.

(V) FUTURE NEEDS

This Future Needs section deals with the types of services and community needs identified by the Town during the ascertainment period, including the following community needs and interests:

- (1) Customer Service
- (2) Needham Subscriber System
- (3) PEG Access Programming
- (4) Institutional Network
- (5) Cable Service Available To Residents-Businesses
- (6) Cable Service to Schools and Public Buildings
- (7) Programming
- (8) Senior Discount
- (9) Consumer Protection
- (10) Cable-Ready Sets/Equipment Compatibility/Scrambling
- (11) Rates
- (12) Regulatory And Compliance Issues
- (13) Reports
- (14) Performance Evaluation Sessions
- (15) Cable Television Renewal License

(1) Customer Service

Comcast must respond in its renewal proposal with explicit, detailed steps that will be taken to improve customer service in Needham, including, but not limited to, the following:

(a) Customer Service Office

As currently required by Section 12.1 of the 2001 Renewal License, Comcast must continue to operate, for the entire term of any new Renewal License, a customer service office in the Town. The office must continue to be located in a convenient location and have adequate parking for its customers. Such an office should receive Complaints, handle inquiries, schedule service calls, exchange converters and other equipment, receive payments for service, etc. The office should be open full-time, but have a flexible schedule that makes it available to the maximum number of subscribers. Comcast must respond to this section with explicit details on continuation of the Needham office, including office hours, personnel running such an office, telephone traffic, etc. The Customer Service Office must be fully handicapped-accessible.

(b) Telephone Answering

(i) Comcast's telephone service must be able to handle all incoming calls promptly. Comcast's repair service must respond quickly to all complaints and requests for repair service and quickly correct any problems with a subscriber's picture quality. Comcast's Needham subscribers must be able to reach the customer service operation in a reasonable manner in compliance with, at a minimum, the FCC's Customer Service Obligations, which standards will be made part of any renewal license granted to Comcast. Comcast must include in its proposal data verifying its compliance with said FCC Customer Service Obligations.

(a) Detail Comcast's adherence to each of the FCC's Customer Service Obligations.

(ii) Additional telephone lines and customer service representatives ("CSRs") must be added when necessary. The Town will require explicit standards for service and time schedules in which Comcast must respond to service requests and problems, as well as explicit criteria for the addition of telephone lines and/or CSRs, which schedules and criteria will be made a part of any renewal license granted. Comcast must also provide the Town with quarterly telephone reports,

tracking its telephone activity and overall responsiveness for its Needham subscribers, the precise format of which shall be delineated in a new Renewal License.

- (a) What steps will Comcast take to ensure that its CSRs answer telephones in a timely, polite and competent manner?

(c) Complaint Resolution

To ensure that subscriber complaints are dealt with in a timely manner, the Town will negotiate a complaint resolution process with Comcast, to be part of any new Renewal License. To this end, Comcast must explain its current complaint resolution process.

- (a) What steps will Comcast take in order to assure the Town that it will resolve subscriber complaints in a timely and professional manner?

(2) Needham Subscriber System

First, describe in detail Comcast's current Needham cable television system including, without limitation, current bandwidth, number of channels, age of system, etc.

Second, detail any plans for rebuilding/upgrading the current Needham cable system.

- (a) If an increase in channels is planned, will this necessitate a complete system rebuild, or an "electronic upgrade"? *Explain in detail.*

- (b) If an increase in channel capacity is planned, *explain in detail* the costs of such a rebuild or upgrade. Who will pay for such a rebuild or upgrade?

Third, Comcast should include in its renewal proposal a detailed set of technical specifications for the operation of its Needham cable system.

Fourth, if a rebuild or upgrade is planned, the Town requests that Comcast include an explicit rebuild/upgrade timetable as part of its renewal proposal.

Fifth, is Comcast currently meeting the FCC's technical specifications, at 47 C.F. R. Section 76.605? If not, why not? Comcast should explain its proof-of-performance testing.

- (a) Comcast should provide a copy of its two (2) most recent annual performance tests, pursuant to 47 C.F.R. Section 76.601, as part of its renewal proposal.

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Sixth, all channels on the cable system should be capable of passing-through to subscribers all available stereo and closed-captioned signals.

- (a) What format will be used?
- (b) Which signals on the current system are transmitted in stereo?
- (c) Of those that are not transmitted in stereo, when will they be carried in stereo?

Seventh, all Needham subscribers should have the activated capability of deleting any channel which he or she does not wish to have screened at home. Please elaborate on the specific methodology used or to be used. Comcast should also explain how it will inform its Needham subscribers regarding their ability to delete/block certain channels. How will Comcast do so?

Eighth, provide a map of existing fiber-optic plant in the Town and detailed information on Comcast's plans to utilize additional fiber-optic technology as part of the Needham cable system.

- (a) Will such fiber be used for trunking purposes, or for signal transport to adjoining systems?
- (b) What are the advantages and/or disadvantages of using such technology over the use of traditional coaxial technology?
- (c) Will Needham subscribers directly benefit from the use of fiber-optics? If so, how?
- (d) Will such fiber-optic cables serve the entire Town? If not, which parts of the Town, and the reason(s) for it?

Ninth, Comcast should describe its plans in detail for operating and updating its local headend facility.

- (a) Where is the headend currently located?
- (b) Will Comcast commit to retaining it in the same place during any renewal term?

Tenth, Comcast should explain its procedures for resolving subscriber outages. How does Comcast become aware of outages in the Needham system? What is Comcast's definition of an outage? How long does it take for Comcast to resolve outages?

(3) PEG Access Programming

Because of the Town's interest in public, educational and governmental ("PEG") access programming during any renewal term, the Issuing Authority will continue to designate an independent, non-profit corporation (the "Access Corporation") which will operate, promote and manage PEG access programming in the Town. The programming produced shall cover the arts, senior citizens, local news, sports, education, in-school programs, schools and colleges, children, health, government, Town events as well as other community topics and matters. For its part, the Access Corporation will be responsible for ensuring that all Needham residents can use the PEG access equipment and facilities at convenient times. The Access Corporation's operating rules and procedures shall ensure training and equipment access for all residents and organizations on a first-come, first-served basis. Support for PEG Access programming from Comcast must include the following:

(a) PEG Access Studio

The Issuing Authority seeks a continuation of the lease agreement for the PEG Access studio between the Access Corporation and Comcast during a new Renewal License term, as currently required by Section 6.4 of the 2001 Renewal License. *In its renewal proposal to the Town, Comcast should respond explicitly to this request, including the following information:*

- (i) Provide the precise financial terms of such a continued lease; and
- (ii) Provide the other material terms and conditions of such a continued lease.

Alternatively, the Issuing Authority understands that the Access Corporation and Comcast have also discussed the possibility of the Access Corporation purchasing the PEG Access studio outright. *In its renewal proposal to the Town, Comcast should respond explicitly to this request, including the following information:*

- (i) Provide the precise financial terms of such an outright sale; and
- (ii) Provide the other material terms and conditions of such an outright sale.

(b) Annual Funding

Comcast shall provide annual operating funding for PEG Access programming to the Access Corporation in the amount of five percent (5%) of its Gross Annual Revenues, less applicable

fees only. "Gross Annual Revenues" is explicitly defined in the new Renewal License draft, attached hereto as *Exhibit 2*. Said annual funding shall be made to the Access Corporation on a quarterly basis. The exact payment schedules of such annual funding from Comcast for PEG Access programming will be made a part of any new Renewal License granted to Comcast.

(c) *Equipment/Facilities Funding*

In addition to the annual operating funding discussed above, Comcast should continue to provide funds for the purchase of PEG Access equipment and/or facilities in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), payable within sixty (60) days of the execution of a new Renewal License. Said funds will be used to purchase new equipment for the production of PEG Access programming in the Town, maintain and/or upgrade PEG Access facilities in the Town and for other cable-related purposes. All PEG Access equipment and/or facilities shall be owned by the Town and/or the Access Corporation, unless otherwise noted.

(d) *PEG Access Channels*

(i) Comcast shall continue to provide a minimum of three (3) channels for PEG Access use: one (1) public access channel; one (1) educational access channel; and one (1) governmental access channel, all to be programmed and managed by the Access Corporation.

(ii) Given the move to digital technology, Comcast should respond explicitly on how it will assist the Town and/or the Access Corporation in moving to digital technology as well. *To this end, the Issuing Authority seeks digital capacity/bandwidth for the use of the Access Corporation and/or the Town, including bandwidth for high definition PEG Access transmission.*

- (a) Explain how Comcast will cablecast Access Corporation analog PEG Access programming in a digital environment.
- (b) Will Comcast provide additional bandwidth for digital transmission purposes?
 - (i) If not, why not?
- (c) Will Comcast provide additional bandwidth for high-definition purposes?
 - (i) If not, why not?

(iii) The Issuing Authority seeks a commitment from Comcast that the PEG Access channel locations will not be changed without notice and remuneration to the Access Corporation.

(iv) The Access Corporation shall be able to originate programming from the remote origination locations identified in **Exhibit 1**, attached hereto.

(e) ***PEG Access Channels Maintenance***

The Issuing Authority seeks to ensure that the PEG Access Channels are maintained at levels commensurate with those which apply to Comcast's commercial channels. To this end, the Access Corporation shall be responsible for the picture quality of all PEG Access programming. Comcast shall be responsible for maintaining any equipment necessary to receive PEG Access programming from the Access Corporation.

(i) *Comcast should respond explicitly to this request.*

(f) ***Video-on-Demand***

The Issuing Authority hereby requests the capacity and capability for the Access Corporation to utilize Video on Demand ("VOD") for Needham PEG Access programming, which will allow Needham subscribers to access PEG Access programming at times convenient to them.

(i) *Comcast should respond explicitly to this request for VOD capacity and capability.*

(4) **Institutional Network**

(a) As currently required by Section 3.2 of the 2001 Renewal License, Comcast must continue to operate and maintain the current Institutional Network ("I-Net"), in order to continue providing the Town with bandwidth for PEG Access and municipal use during a new Renewal License term. The I-Net is currently a separate system capable of distributing audio and video signals to a number of public and non-profit buildings and locations listed in **Exhibit 1**, attached hereto. Comcast must continue to assume costs in the operation and maintenance of the I-Net and shall be responsible for ensuring that programming can be switched from the I-Net to the Subscriber Network.

(b) Existing drops and outlets must continue to be provided, operated and maintained by Comcast, at no cost to the Town or institution receiving such drop, to all public buildings and non-profit institutions in **Exhibit 1**.

(c) Comcast should respond in writing to *each* of the following I-Net questions or requests:

(1) Provide a list of existing I-Net drops and locations.

- (2) Report on the current status of the I-Net.
- (3) Is the I-Net completely activated?
- (4) Are all I-Net amplifiers installed and activated?
- (5) If the I-Net is not fully operational, why not?
- (6) If not fully operational, what needs to be done to make it so?
- (7) Provide a map showing the I-Net system, including all drop and amplifier locations.

(5) Cable Service Available To All Residents and Businesses

As part of a new Renewal License, the Issuing Authority will require that all residents in the Town be provided with the ability to receive cable service, without additional installation charge(s), aside from a "nominal" installation charge applicable to all new subscribers. To this end, Comcast must submit a map of the Town detailing its existing cable plant, as well as all locations and areas not currently served by cable plant. A new Renewal License will incorporate a specific schedule for the construction of any unwired areas, with addresses and dates of construction. All Needham businesses must be able to receive Cable Service as well.

(6) Cable Service to Schools and Public Buildings

Comcast must continue to provide a free, activated cable drop, outlet and free monthly Cable Service to all public buildings, at the written request of the Issuing Authority. Public buildings shall include all schools and classrooms, police and fire stations, the Public Library, Town buildings and all other buildings as designated by the Issuing Authority. In the event that converters and/or digital cable boxes are necessary to receive such programming, Comcast shall provide each designated public building with such a converter and/or digital cable box at no charge. Comcast must identify the level of service that will be made available to public buildings pursuant to this section. Public buildings designated for Cable Service will be identified in an exhibit to a new Renewal License. The Town and Comcast must also agree on an explicit schedule for providing Cable Service to public buildings that currently do not have such service.

- (a) Provide a list of those public buildings, including schools, that have an existing cable television drop and/or outlet.
- (b) What level of Cable Service is provided?
- (c) Is there currently a charge for such service?

(7) Programming

Comcast must ensure that its programming is responsive to Needham subscribers.

- (a) Identify, and describe in detail, the programming that will be carried in Needham.
- (b) Delineate in detail the various levels of service that will be available in Needham.
- (c) Will Comcast provide subscribers with programming on an a la carte basis?
- (d) Will Comcast carry all "local" UHF and VHF signals? If not, why not?
- (e) How does Comcast make its tiering decisions?
- (f) Explain how programming decisions are made. Does Comcast conduct periodic surveys to determine subscriber interest? If so, how and when? The Town requests that Comcast provide the Town with copies of all such surveys.
- (g) Describe any interactive programming that will be carried in the future.
- (h) Describe any automated programming that will be carried in the future.
- (i) When will any such new services be added to the cable system?

(8) Senior Discount

The Issuing Authority seeks continuation of a discount for senior citizens during a new Renewal License term. To this end, Comcast should respond explicitly with its willingness to provide such a discount, including the following:

- (a) What will the discount be?
- (b) Will such a discount apply to all tiers, or just to a specific tier? If so, which tier?
- (c) What will the "eligibility" criteria be? How will persons confirm their eligibility?
- (d) Will any other groups be provided a discount? {For example, disabled or handicapped persons, etc.} If so, what groups?

(9) Consumer Protection

Ensuring that Needham subscribers are adequately protected in their dealings with Comcast is another prime concern of the Issuing Authority. To address these, and other, consumer concerns, the Town will include a section entitled Subscriber Rights and Consumer Protection in a new Renewal License. Included in such a section would be the following broad categories:

(a) Subscriber Solicitation Procedures: Insert appropriate procedures to ensure that all prospective subscribers receive clear, concise information concerning rates, billing policies, etc.

(b) Consumer Sales Procedures: Outlining Comcast's sales brochures, ensuring that a complete description of all services is included. This must go to all new and existing subscribers.

(c) Customer Service Procedures: Detailing Comcast's response time to customer complaints, service outages, etc.

(d) Form of Bill: Covering the information to be provided to subscribers, which clearly details all charges for Cable Service(s).

(e) Billing Dispute Procedures: This section will require Comcast to resolve all disputes within one business day, specify specific procedures to be followed, etc.

(f) Disconnection and Termination of Service: Detailing policies and procedures, including time-lines, for disconnection and/or termination of Cable Service.

(g) Downgrade/upgrade policies: This section will include the specific procedures for a change in service, including the effective date of such requests, etc.

(h) Loss of Service/Signal Quality: Comcast shall comply with all applicable FCC and contractual signal quality standards.

(i) Pro-Rated Service: Specify agreed-upon parameters for outages, etc.

(j) Weekend Service: Comcast must offer its subscribers Saturday and Sunday installation appointments, as well as service repair appointments.

(k) Privacy Provisions: Reference federal law.

(l) Publication: Comcast must ensure that its customer service policies and procedures, including applicable consumer protection provisions, billing and termination policies and complaint-resolution procedures, are published and provided annually to all its subscribers.

(m) Deposits-Loss of Equipment: Detailing Comcast's deposit requirements, if any, as well as policies related to loss of equipment (ie-converters, etc.).

(n) Comcast must provide a detailed plan for providing rebates to Needham subscribers for any amounts due to lost or interrupted service.

(o) Comcast must comply with the FCC's Customer Service regulations, codified at 47 C.F.R. Section 76.309.

(10) Cable-Ready Sets/Equipment Compatibility/Scrambling

The Issuing Authority is concerned about Comcast's plans, and technical ability, to ensure the compatibility of cable-ready television sets, video cassette recorders ("VCRs") and digital video recorders ("DVRs") with Needham subscribers' Cable Service. Given the current popularity of each, the Town will discuss the various options that Comcast will offer its subscribers in order to maximize use of cable-ready sets, VCRs and DVRs that are connected to the cable system. One particular concern is that subscribers be able to view one channel while recording another without the necessity of a second converter. The Town understands that such viewing and recording could not involve two scrambled signals, but could involve one scrambled and one unscrambled signal(s). To this end, Comcast must provide explicit details regarding how this will be accomplished: ie-A/B switches, splitters, wiring by Comcast, etc.

- (a) When are additional converters necessary?
- (b) If necessary, what are the additional costs involved?
- (c) What services will be scrambled? What is the effect of scrambling on the functioning of cable-ready TV sets, VCRs and DVRs?

(11) Rates

The Town requests that Comcast provide information and details about its projected rates during a new Renewal License term. Answer the following questions:

- (a) Does Comcast predict another rate increase in the next several months?
- (b) What is the impact of Comcast debt on rates in Needham?
- (c) What is the effect of requested services in the RFP on subscriber rates in Needham?

In preparing its Form 100 renewal proposal financial forms, Comcast should factor in its likely rate increases over the entire term requested, in order for the Town to get an accurate idea of Comcast's revenues and projections.

(12) Regulatory And Compliance Issues

(a) The Issuing Authority shall enforce all agreements made during the renewal process. To this end, the Issuing Authority will include adequate legal remedies in a new renewal license to ensure compliance with all terms and conditions therein. The Town will continue to require a

performance bond, in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), to guarantee overall Renewal License compliance.

(b) Liquidated damages will be included in a new Renewal License, including damages for, among other things, (i) failure to obtain the advanced approval of the Issuing Authority for any transfer request; (ii) failure to maintain the Institutional Network as required; (iii) failure to comply with the PEG Access requirements as required; (iv) failure to provide Cable Service to all residents of the Town as required; (v) failure to install drops and outlets as required; (vi) failure to comply with the customer service standards, including the FCC's Customer Service Obligations, as required; and (vii) failure to provide reports as required, etc.

(c) Liquidated damages shall be levied against the performance bond, which must be refunded to the contractual level if and when drawn upon. Comcast will also be required to carry general comprehensive liability and property damage insurance policies, in such amounts as agreed upon by the Town and Comcast. Comcast shall be required to submit annual certificates of all insurance policies and the performance bond to the Town.

(d) The Town will include indemnification language in a new Renewal License, holding it harmless from any claims arising out of the reconstruction, upgrade, installation, operation and/or maintenance of the cable system in Needham.

(13) Reports

The Issuing Authority will continue to require, in a new Renewal License, the regular and automatic submission of all appropriate reports pertaining to Comcast's operation of the cable system in Needham, including, but not limited to, quarterly complaint reports, quarterly outage reports, detailed financial reports, performance test reports, quarterly telephone reports, construction reports, annual number of subscribers, etc.

(14) Performance Evaluation Sessions

A Performance Evaluation Session shall be conducted each year by the Issuing Authority or its designee(s). This evaluation will enable the Issuing Authority to review Comcast's compliance

with all of the terms and conditions in a new Renewal License, in addition to collecting community input on Comcast's performance.

(15) Cable Television Renewal License

Provisions for awarding a non-exclusive Renewal License to operate and maintain a cable television system in the Town, and conditions accompanying the grant of such a Renewal License, will be contained in a Renewal License drafted by the Town, a copy of which is attached hereto as **Exhibit 2**. All Renewal License provisions will reflect the Town's regulatory policies, as determined by the Issuing Authority.

(VI) CONCLUSION

The Issuing Authority is fully committed to obtaining the best possible cable system for the Town of Needham. The Issuing Authority is hopeful that the Town and Comcast can agree on the specifics of a new cable television system that both parties will be proud of and that will provide the residents of Needham with quality cable television service(s) in the years to come.

(VII) EXHIBITS

The following Exhibits are an integral part of this RFP.

- | | |
|-----------|---------------------------------|
| Exhibit 1 | Institutional Network Buildings |
| Exhibit 2 | Renewal License |

Exhibit 1
Institutional Network Buildings

LOCATION	ADDRESS	DROP LOCATION
Broadmeadow School	120 Broadmeadow Street	Library
Elliot School	137 Wellesley Ave	Gym, Media Room
High Rock School	77 Ferndale Road	Media Room
High School	609 Webster Street	Media Room, Gym, Auditorium
Hillside School	28 Glen Gary Road	Library
Mitchell School	187 Brookline Street	Library
Newman School	1155 Central Ave	Stage, Media Center, Music Room
Pollard School	200 Harris Ave	Media Center, Band Room, Media Room
St. Joseph's School	90 Pickering Street	
School Administration	1330 Highland Ave	
Civil Defense	60 Dedham Ave	Lower Level
Daley Building/Garage	257 Rear Webster Street	Office
DPW	470 Dedham Street	2nd Floor
Fire Department	88 Chestnut Street	Dispatch Room
Fire Department	707 Highland Ave	Library
Housing Authority	Linden Street	Common Room
Memorial Field	Highland Ave	Gazebo
Police Department	99 School Street	2nd Floor
Public Library	1139 Highland Ave	Community Room
Town Hall	1471 Highland Ave	Selectmen's Chambers, Main Floor
PEG Studio	257 Chestnut Street	
Headend of the Public Services Administration Building	500 Dedham Avenue	
Yellow Room of the Stephen Palmer Senior Center	83 Pickering Street	

Town of Needham Cable Television Request-for-Proposal
May 24, 2011

Exhibit 2
Renewal License

(See Attached)

-Town of Needham Cable Television Renewal License-
May 24, 2011

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
COMCAST OF NEEDHAM, INC.**

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

MAY 24, 2011

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(To Be Attached)

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207 CMR 10.00	Exhibit 8
FCC Customer Service Obligations	Exhibit 9
Cable Division Form 500	Exhibit 10

AGREEMENT

This Cable Television Renewal License entered into by and between the Board of Selectmen of the Town of Needham, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Needham, Inc. (“Comcast” or the “Licensee”).

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Needham, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Needham; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on December 7, 2010, in order to (1) ascertain the future cable related community needs and interests of Needham, and (2) review the performance of Comcast and its predecessors during its then-current license term; and

WHEREAS, the Issuing Authority sent a Request-for-a-Renewal Proposal (“RFP”) to Comcast on May 24, 2011, pursuant to Section 626(b) of the Cable Act; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Town of Needham, dated July __, 2011, in response to the Town’s RFP for a renewal license to operate and maintain a Cable Television System in the Town of Needham; and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast’s continued operations and maintenance of its Cable Television System in the Town of Needham.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. 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.

(1) Access: The right or ability of any Needham resident and/or any Persons affiliated with a Needham institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

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(9) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(10) Cable Television System or Cable System: 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 Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable 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.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription 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.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) DVD: The acronym for a Digital Video Disc player.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Needham, Massachusetts.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(17) Drop or Cable Drop: The cable that connects an Outlet to feeder cable of the Cable System.

(18) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority, educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public.

(19) Effective Date of Renewal License (the "Effective Date"): September 11, 2011.

(20) FCC: The Federal Communications Commission, or any successor agency.

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(21) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(22) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("fee-on-fee"); the revenues from any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; all Video-on-Demand Revenues; all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; home-shopping revenues; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro rata portion of advertising revenues paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Institutional Network ("I-Net"): The separate network operated and maintained by the Licensee, for the exclusive use of the Issuing Authority, the Town and/or its designee(s).

(25) Issuing Authority: The Board of Selectmen of the Town of Needham, Massachusetts.

(26) Lease Agreement: The Lease Agreement between the Access Corporation and the Licensee in connection with the PEG Access Studio.

(27) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

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(28) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Needham and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(29) Licensee: Comcast of Needham, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(30) Normal Business Hours: Those hours during which most similar businesses in Needham 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.

(31) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(32) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

(33) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(34) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(37) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(38) PEG Access Studio: The PEG Access Studio, located at 257 Chestnut Street in the Town of Needham, to be occupied and utilized by the Access Corporation, and leased from the Licensee.

(39) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(40) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(41) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Needham residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

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(42) Public Way or Street: 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. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(43) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(44) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(45) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(46) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(47) State: The Commonwealth of Massachusetts.

(48) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

(49) Subscriber Network: The 750 MHz, bi-directional network, with a minimum of seventy-eight (78) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(50) Town: The Town of Needham, Massachusetts.

(51) Town Counsel: The Town Counsel of the Town of Needham, Massachusetts.

(52) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(53) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(54) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

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(55) VCR: The acronym for videocassette recorder.

(56) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Needham, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Needham.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Needham within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Needham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) 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 Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any applicable regulations of the Town and any lawful special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on September 11, 2011 and shall expire on September 10, 2021, unless sooner terminated as provided herein.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Needham; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if

required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7--EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

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(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town a minimum 750 MHz Subscriber Network. Said Cable System shall be fully capable of carrying at least seventy-eight (78) video channels in the downstream direction.

(b) The Licensee shall transmit all of its Signals to Needham Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to provide and maintain the Institutional Network ("I-Net"). The I-Net shall continue to be able to transmit audio and video Signals from and to designated locations listed in **Exhibit 2**, attached hereto and made a part hereof ("I-Net Buildings").

(b) The Licensee shall continue to make available to the Town, and guarantee the reliability of, the I-Net for audio and video use, for the entire term of this Renewal License.

(c) The Licensee shall maintain the I-Net Drops identified in **Exhibit 2** without charge(s) to the Issuing Authority, the Town, and/or its departments. Additional I-Net Drops, if any, in excess of the designated locations in **Exhibit 2** shall be installed by the Licensee, subject to payment by the Town of the Licensee's actual costs for time and materials. The location of all new I-Net Drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee.

(d) Unless otherwise provided herein, the Town and its designated I-Net Users shall be solely responsible for any and all end-user terminal interface equipment including, but not limited to, modulators, demodulators and associated video production equipment. Should the Licensee be dispatched at the request of the Issuing Authority or its designee for I-Net maintenance, and it is shown that the problem relates solely to equipment owned by designated I-Net Users, the Issuing Authority or its designee shall be responsible for the actual labor costs of the Licensee.

(e) The Licensee shall be responsible for any Headend, I-Net Hub and/or other switching equipment necessary to make the I-Net function as required herein. The Licensee shall also be responsible for equipment to enable the I-Net to automatically switch to the Subscriber Network, if necessary, in order that I-Net transmissions may be transmitted upstream to the Headend via an

I-Net channel and downstream on a PEG Access Channel. The Town or the Access Corporation shall be responsible for any manual switching necessary to cablecast Programming from any remote location(s).

(f) The Licensee shall hold all rights and title in physical property of the I-Net, but shall provide the Town the exclusive right to use the I-Net, without charge to the Issuing Authority, the Town, its departments and without charge(s) and/or pass-through to Subscribers, throughout the entire term of this Renewal License subject to the following conditions:

(g) The Town may not lease any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes, except as otherwise expressly provided herein (e.g. Access Corporation use).

(h) The Town and the Access Corporation shall have the right to use the I-Net without charge(s) for the entire term of this Renewal License.

(i) The Licensee shall be responsible for maintenance of the I-Net used for audio and video purposes, in accordance with the following provisions:

(i) The Licensee shall maintain I-Net Signal quality as prescribed by applicable FCC Rules and regulations, with maintenance, as reasonably needed.

(ii) The Licensee shall determine and assign the transmit and receive frequencies for all I-Net Users, for the entire I-Net bandwidth spectrum, subject to reasonable consultation with said Users.

(j) The Licensee shall determine and design the correct Signal strength levels necessary at each I-Net Building location.

Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire Town of Needham, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

(b) The Licensee shall make its Cable System available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 125' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 125' from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Needham. Poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove poles and overhead wires and associated overhead structures within all or any part or parts of the Town.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change

or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal license in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the

Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 4.12---CABLE SYSTEM MAPS

The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or its designee with strand maps of the Cable System plant. If changes are made in the Cable System that effect the accuracy of such strand maps, the Licensee shall file updated strand maps not more than once annually.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.14---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) when available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

Section 4.15---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 3**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 3**, attached hereto, shall be at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Needham Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---VCR/DVR/DVD CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR, DVR or DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, equipment which will allow VCR, DVR or DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, DVR or DVD, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said equipment shall be available to all Subscribers in accordance with applicable law

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

**Section 5.6---FREE DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND
PUBLIC SCHOOLS**

The Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in **Exhibit 4**, attached hereto and made a part hereof.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---PEG ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;

(2) Manage PEG Access annual funding, pursuant to Section 6.4 below;

(3) Purchase, maintain and/or lease PEG Access equipment, with the funds allocated for such purposes in Section 6.5 below;

(4) Conduct training programs in the skills necessary to produce quality PEG Access programming

(5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;

(6) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(7) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and

(8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or the Access Corporation three (3) Licensee-owned Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no

cost to the Town and/or the Access Corporation and shall be subject to the control and management of the Issuing Authority and/or the Access Corporation.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Corporation and/or Subscribers, and shall be subject to the control and management of the Access Corporation.

(c) Except as required by applicable law, rule or regulation, as of the Execution Date, the Licensee shall continue to utilize Channels ____, ____, and ____ on the Subscriber Network as the channel locations of the PEG Access Downstream Channels. The Licensee shall not change said PEG Access channel locations, without the advance, reasonable, written notification to the Issuing Authority and the Access Corporation.

(d) In the event that the Licensee does relocate a PEG Access Channel, the Licensee shall reimburse the Access Corporation up to Ten Thousand Dollars (\$10,000.00) for each PEG Access Channel relocation, to cover the Access Corporation's actual costs thereto, with supporting documentation, prior to relocating such PEG Access Channel(s); provided, however, that this paragraph (e) shall not apply to expenses in connection with the Access Corporation's launch of the third PEG Access Channel pursuant to paragraph (b) above.

Section 6.4---PEG ACCESS STUDIO LEASE

(a) The Access Corporation shall continue to operate the PEG Access Studio. The Access Corporation and the Licensee shall execute a Lease Agreement in connection with the Access Corporation's use and occupation of the PEG Access Studio, setting forth the dates of such occupancy and the materials terms and conditions of the Access Corporation's use of said PEG Access Studio, which Lease Agreement is attached hereto and made a part hereof as **Exhibit 5**.

(b) The Licensee shall continue to lease studio space located at 257 Chestnut Street, Needham, MA to the Access Corporation for its sole use in operating a PEG Access studio. The Licensee agrees to deduct lease payments, as agreed upon in the Lease Agreement attached hereto, from the semi-annual PEG Operating payments, pursuant to Section 6.5 below.

(c) The Licensee shall provide one (1) Subscriber Network Drop and one (1) I-Net Drop to the PEG Access Studio, no later than the date on which the Access Corporation commences operating said PEG Access Studio.

(d) Any default of the Lease Agreement by the Licensee shall be deemed to be a default of this Renewal License.

Section 6.5---PEG ACCESS FUNDING

(a) The Licensee shall make License Fee payments to the Access Corporation equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra, less applicable License Fees.

(b) Said payments shall be made on a quarterly basis. Subject to paragraph (b)(i) below, said payments shall be made to the Access Corporation 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 5% payment under this Renewal License shall be made on or before February 15, 2012 for the previous period from the Effective Date through December 31, 2011.

(ii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (b) above.

(c) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 6**. If the Licensee's quarterly payments to the Access Corporation were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Access Corporation no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(d) In no case shall said five percent (5%) payment(s) include the equipment/facilities funding required by Section 6.6 below. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the PEG Access Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Access Corporation pursuant to this Section 6.5(e) shall not be deemed to be part of the funding to be paid to the Access Corporation pursuant to this Section 6.5 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.6---EQUIPMENT/FACILITIES FUNDING

(a) Within forty-five (45) days of the Effective Date of this Renewal License, the Licensee shall provide funding to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority in writing, in the total amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for equipment/facilities purposes.

(b) Under no circumstances shall said equipment/facilities funding payments required herein be counted against (i) the annual PEG Access funding payable to the Access Corporation pursuant to Section 6.5 above; and/or (ii) applicable License Fees payable to the Town, the State and/or the FCC.

(c) In consideration of paying the equipment/facilities funding required in paragraph (a) above on an annual basis, the Licensee hereby agrees that it shall under no circumstances charge Needham Subscribers, the Town and/or the Access Corporation any interest and/or "time value" in connection with said equipment/facilities funding.

Section 6.7---EQUIPMENT OWNERSHIP

The Town and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 and/or Section 6.6 above. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 6.8---ACCESS CORPORATION ANNUAL REPORT

Upon the written request of the Licensee, the Issuing Authority shall provide the Licensee with a copy of the Access Corporation's annual Form PC submitted to the Division of Public Charities and the Form 990.

Section 6.9---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 6.10---PEG ACCESS CABLECASTING

(a) In order that the Town and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or the Access Corporation, then transmitted

from the PEG Access studio or from any of the other following locations with Origination Capability identified in **Exhibit 7**, attached hereto, to the Cable System Headend or Hub, on an Upstream I-Net Channel made available, without charge, to the Issuing Authority and/or the Access Corporation for their use.

(b) The Licensee shall provide the Access Corporation with the capability to ensure that said Programming is properly switched electronically to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town and/or the Access Corporation for such electronic switching responsibility. Any manual switching that may be necessary for multiple remote origination cable casting shall be the responsibility of the Access Corporation. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cable casting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment located at its Hub Site or Headend in order to switch Upstream Signals carrying PEG Access Programming from the PEG Access studio to the designated Subscriber Network Downstream PEG Access Channel.

(d) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite audio or video Signal processing equipment. The Access Corporation shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's equipment and the Access Corporation's equipment shall be at the output of the Town's and/or the Access Corporation's modulator(s) at the PEG Access studio.

Section 6.11---CENSORSHIP

Neither the Licensee, the Town or the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

ANNUAL FUNDING TO THE TOWN

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, 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, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG Access Funding pursuant to Section 6.4 supra and (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Corporation because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Corporation pursuant to Section 6.5 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fees 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 and/or any Affiliated Person 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 which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.3---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.4---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 5.7, Section 6.4 and/or Section 6.5 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 7.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Needham.

Section 7.6---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 8**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

Section 8.5---SENIOR DISCOUNT

The Licensee shall offer a ten percent (10%) discount on the Basic Service tier to all heads of household, age sixty-five (65) or older, who are also eligible for Medicaid benefits at their permanent residence. In order to qualify for such a discount, senior citizens must present evidence of such eligibility to the Licensee.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Execution Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense 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 (\$150,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the 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 the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4--INDEMNIFICATION

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 due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred 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.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

-Town of Needham Cable Television Renewal License-
May 24, 2011

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin,

geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

**DETERMINATION OF BREACH-LIQUIDATED DAMAGES
LICENSE REVOCATION**

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(c) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(2) For failure to operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with Article 6 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the provisions in the Lease Agreement in accordance with Section 6.4 herein and **Exhibit 5** hereto, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(6) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and **Exhibit 9** attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(7) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 3**, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(8) For failure to submit reports pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) 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 Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1--CUSTOMER SERVICE OFFICE

At all times during this Renewal License, the Licensee shall operate a Customer Service Office within the Town. Said customer service office shall be open for walk-in business during Normal Business Hours. At said office, Subscribers shall be able to, among other things, file complaints, return and/or exchange equipment, receive an explanation of Cable System operation, and pay bills.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 9**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Needham Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the 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 a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Needham residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business morning.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9**.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 8** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority

or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Needham with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

**Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND
SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis);

and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 10** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.6 supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7---ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9---DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

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

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: 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 subdivision, 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; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492, with one (1) copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at the Needham Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
330 Billerica Road
Chelmsford, Massachusetts 01824

with one (1) copy to:

Comcast Cable Communications, Inc.
Vice President, Government Affairs
676 Island Pond Road
Manchester, New Hampshire 03109

and one (1) copy to:

Comcast Cable Communications, Inc
Attn: Government Affairs
One Comcast Center
Philadelphia, Pennsylvania 19103

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Needham newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

**TITLE 47—TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

§ 76.605 Technical standards.

- (a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:
- (1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and
- (ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.
- (2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.
- (3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)
- (4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month

interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

- (i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
- (ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and
- (iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this

standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage limit (micro-volt/ meter)	Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt

standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

I-NET BUILDINGS

LOCATION	ADDRESS	DROP LOCATION
Broadmeadow School	120 Broadmeadow Street	Library
Eliot School	137 Wellesley Ave	Gym, Media Room
High Rock School	77 Ferndale Road	Media Room
High School	609 Webster Street	Media Room, Gym, Auditorium
Hillside School	28 Glen Gary Road	Library
Mitchell School	187 Brookline Street	Library
Newman School	1155 Central Ave	Stage, Media Center, Music Room
Pollard School	200 Harris Ave	Media Center, Band Room, Media Room
St. Joseph's School	90 Pickering Street	
School Administration	1330 Highland Ave	
Civil Defense Daley Building/Garage	60 Dedham Ave	Lower Level
DPW	257 Rear Webster Street	Office
Fire Department	470 Dedham Street	2nd Floor
Fire Department	88 Chestnut Street	Dispatch Room
Housing Authority	707 Highland Ave	Library
Memorial Field	Linden Street	Common Room
Police Department	Highland Ave	Gazebo
Public Library	99 School Street	2nd Floor
Town Hall	1139 Highland Ave	Community Room
PEG Studio	1471 Highland Ave	Selectmen's Chambers, Main Floor
Headend of the Public Services Administration Building	257 Chestnut Street	
	500 Dedham Avenue	
	83 Pickering Street	
Yellow Room of the Stephen Palmer Senior Center		

EXHIBIT 3

PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Execution Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(Comcast to Insert)

EXHIBIT 4

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS ****

The following public buildings and school buildings shall continue to receive a Drop and/or Outlet and the monthly Basic Service at no charge:

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. Public Services Administration Building: 500 Dedham Avenue
15. Broadmeadow Elementary School: 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 Brookline Street
22. Daley Building: 257 Rear Webster Street
23. Newman Elementary: 1155 Central Avenue
24. Administration Building: 1330 Highland Avenue
25. St. Josephs School: 90 Pickering Street
26. St. Sebastian Country Day School: 1191 Greendale Avenue
27. Walker School: 1968 Central Street

** And any other public buildings designated by the Issuing Authority pursuant to Section 5.6 supra.

EXHIBIT 5

NEEDHAM PEG ACCESS LEASE AGREEMENT

(To Be Attached)

EXHIBIT 6

**GROSS ANNUAL REVENUES REPORTING FORM
COMCAST OF NEEDHAM, INC.**

TOWN OF NEEDHAM

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue \$ [enter total]

License Fee (5%) \$ [enter % of total]

Fee-on-Fee (5%) \$ [enter % of %]

License Fee Due \$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

Name:

Date:

EXHIBIT 7

ORIGINATION SITES

LOCATION	ADDRESS	ORIGINATION SITE	FIXED EQUIPMENT
Eliot School	137 Wellesley Ave	Performance Center	No
High School	609 Webster Street	Studio/Headend	Yes
Newman School	1155 Central Ave	Auditorium Stage	No
Pollard School	200 Harris Ave	Auditorium	No
Memorial Field	Highland Ave	Gazebo	No
Town Hall	1471 Highland Ave	Selectmen's Chambers, Meeting Room, Great Hall	Yes
PEG Studio	257 Chestnut Street		Yes
Public Services Administration Building	500 Dedham Avenue	Charles River Room	Yes
Needham Public Library	1139 Highland Avenue	Community Room	Yes
Broadmeadow School	120 Broadmeadow Road	Performance Center	Yes

EXHIBIT 8

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing

authority and the company's local office.

- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is 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 business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 9

FCC CUSTOMER SERVICE OBLIGATIONS

**TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

-Town of Needham Cable Television Renewal License-
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- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means 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.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator 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 cable operator 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.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

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EXHIBIT 10

CABLE DIVISION FORM 500

(See Attached)

-Town of Needham Cable Television Renewal License-
May 24, 2011

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

Filing Year:

Number of Subscribers:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Needham, Massachusetts, as Issuing Authority, this ____ day of _____, 2011, and all terms and conditions are hereby agreed to by Comcast of Needham, Inc.

The Needham Board of Selectmen,
as Issuing Authority

Chairman

Vice Chairman

Secretary

Comcast of Needham, Inc.

By:

Kevin M. Casey
President, North Central Division

Board of Selectmen

AGENDA FACT SHEET for 5/24/11

Agenda Item: Bottle Bill Expansion

Presenter(s): Board Discussion

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The Board will discuss pending legislation to expand the kinds of containers covered by the bottle deposit to include water bottles, sports drinks, and similar beverages.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: YES [NO] (circle one)

3. BACK UP INFORMATION ATTACHED:

- a. Text of Pending House Bill 890
- b. Letter to the Board from MASSPIRG dated February 25, 2011

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

Bottle Bill Campaigns:

Massachusetts 2011 bill text

House Bill 890

The following text was found at <http://www.malegislature.gov/Bills/187/House/H00890>

SECTION 1. Section 321 of chapter 94 of the General Laws, as appearing in the 2008 Official Edition, is hereby amended by inserting after the words "carbonated soft drinks", in line 4, the following words:-

"noncarbonated beverages including mineral water, flavored and unflavored water, vitamin water, and other water beverages, tea, sports drinks, isotonic drinks; and all other non-alcoholic carbonated and noncarbonated drinks in liquid form intended for human consumption, except milk and beverages that are primarily derived from dairy products, infant formula, and FDA-approved medicines."

SECTION 2 - Paragraph 3 of said section 321 of said chapter 94, as so appearing, is hereby amended by striking out the last sentence and inserting in place thereof the following sentence:-

This definition shall not include containers made of paper-based biodegradable material and aseptic multi-material packaging.

SECTION 3. Said section 321 of said chapter 94, as so appearing, is hereby further amended by inserting after the definition of "Plastic bottle" the following definition:-

"Redemption center", any business whose primary purpose is the redemption of beverage containers and is not ancillary to any other business,

SECTION 4. Said section 321 of said chapter 94, as so appearing, is hereby further amended by inserting after the definition of "Reusable beverage container" the following definition:-

"Small dealer", any person or business, including any operator of a vending machine, who engages in the sale of beverages in beverage containers to consumers in the commonwealth, whose operating premises are less than 4000 square feet.

SECTION 5. Section 323 of said chapter 94, as so appearing, is hereby amended by inserting before the first sentence of paragraph (e) the following sentence:-

The executive office of environmental affairs shall promulgate rules and regulations for the licensure of redemption centers, and may set fees for the licensing of such redemption centers.

SECTION 6. Paragraph (c) of said section 323 of said chapter 94 of the General Laws, as so appearing, is hereby amended by striking out the words "one cent" and inserting in place thereof the words "three and one quarter cents" and by adding the following sentence:-

The handling fee shall be reviewed semi-annually by the secretary of the executive office of energy and environmental affairs and adjustments made to reflect increases in costs incurred by redemption facilities.

SECTION 7. Paragraph (d) of said section 323 of said chapter 94, as so appearing, is hereby amended by striking out the words "one cent" and inserting in place thereof the words "three and one quarter cents" and by adding the following sentence:-

The handling fee shall be reviewed semi-annually by the secretary of the executive office of energy and environmental affairs and adjustments made to reflect increases in costs incurred by redemption facilities.

SECTION 8. Said section 323 of said chapter 94, as so appearing, is hereby further amended by inserting after the word "civil", in line 73, the words "or administrative".

SECTION 9. Said chapter 94 is hereby further amended by inserting after section 323E the following section:-

Section 323F. (a) There shall be established on the books of the commonwealth a separate fund to be known as the Clean Environment Fund. Amounts to be deposited in said Fund shall be used, subject to appropriation, solely for programs and projects supporting the proper management of solid waste, water resource protection, parkland, urban forestry, air quality and climate protection; provided, however, that no funds shall be used for costs associated with incineration.

(b) Not less than fifty percent of amounts deposited in the Fund shall be used for recycling, composting and solid waste source reduction projects and programs.

(c) Not less than an additional twenty percent of amounts deposited in the Fund shall be used for recycling and other solid waste projects and programs.

(d) Not more than thirty percent of amounts deposited in the fund shall be used for other environmental programs consistent with the purposes of the "bottle bill", so-called.

SECTION 10: Notwithstanding any general or special law to the contrary, the secretary of the executive office of energy and environmental affairs shall, on or before January 1, 2012, promulgate regulations providing small dealers as defined herein with the ability to seek exemptions from accepting empty deposit containers. Said regulations shall consider at least the health and safety of the public; the convenience for the public, including standards governing distribution of centers by population or by distance or both, the size and storage capacity of the dealer(s) to be served by the redemption center and the size and storage capacity of the redemption center. The order approving a local redemption center license must state the dealers to be served and the kinds, sizes and brand names of empty beverage containers that the center accepts.

SECTION 11. Section 327 of said chapter 94 of the General Laws, as so appearing, is hereby amended by inserting after the first paragraph the following paragraphs:—

The department of environmental protection may enforce the provisions of section 321; paragraphs (a) through (f), inclusive, of section 322; paragraph (i) of section 323; section 323A; section 323F; section 324 and section 325. Any bottler, distributor, redemption center, or dealer who violates any of the foregoing provisions shall be subject to an administrative penalty for each violation of not more than \$1,000.

The department of revenue may enforce the provisions of paragraphs (g) and (h) of section 323 and sections 323B to 323E, inclusive. Any bottler, distributor, redemption center, or dealer who violates any of the foregoing provisions shall be subject to an administrative penalty for each violation of not more than \$1,000.

SECTION 12. Said section 327 of said chapter 94 of the General Laws, as so appearing, is hereby further amended by inserting after the word "civil", in line 14, the words "or administrative".

SECTION 13. This act shall take effect on December 1, 2012.

Updated February 17, 2011

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MASSPIRG
Public Interest
Advocate

3/8/11
DONE

cc: BK
→ KF

RECEIVED 44 Winter Street, 4th Floor | Boston, MA 02108
STATE OF MASSACHUSETTS
BOARD OF SELECTMEN
www.masspirg.org (617) 292-4800 (ph)
info@masspirg.org (617) 292-8057 (fx)

2011 FEB 28 A 11:49

Board of Selectmen
500 Dedham Ave.
Needham, MA 02492

February 25, 2011

Dear Board of Selectmen,

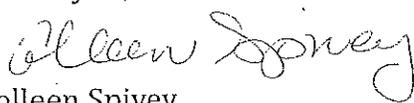
As you may know, the Bottle Bill is the common name for the Massachusetts Beverage Container Recovery Law of 1982, Massachusetts General Law (MGL) c.94, s.321-327. The law imposes a refundable \$.05 deposit on beer and soda containers thus providing a financial incentive for the consumer to return them for recycling. A bill proposing an update to that law, to expand the kinds of containers covered by that deposit to include water bottles, sports drinks, and similar beverages has been pending in the Legislature since 1996.

This letter serves as a request for the Town of Needham to pass the enclosed resolution, in order to demonstrate support for the updated bottle bill and help get it passed. The support of cities and towns is crucial to the effort to get this bill through the Legislature. The Bottle Bill reduces litter, increases recycling, and saves cities and towns money in clean up and disposal costs, which is why the Mass Municipal Association and 145 cities and towns have already endorsed this effort. In addition, in a recent poll conducted by the MassINC Polling Group, 77% of the public said they supported an update.

Enclosed you will find a sample resolution, a fact sheet on the Updated Bottle Bill, and a list of endorsers. Please contact me with any questions or information needed. You can mail completed resolutions to MASSPIRG at 44 Winter St., 4th floor, Boston, MA 02108, or fax to 617-292-8057. If you have already passed the resolution, thank you! Please send confirmation to the same address.

We appreciate your consideration and look forward to hearing from you.

Thank you,


Colleen Spivey
MASSPIRG

RESOLUTION IN SUPPORT OF UPDATING THE MASSACHUSETTS BOTTLE BILL

Whereas The Massachusetts Bottle Bill, enacted in 1982 has allowed (your city/town) residents to enjoy a cleaner environment by creating an incentive for users of certain beverage containers to recycle those used containers; and,

Whereas, states with deposit laws have higher residential recycling rates of beverage containers than those of non-deposit states, and;

Whereas litter decrease in states with Bottle Bills averages 70-85%, and,

Whereas, through the Massachusetts Bottle Bill, we recycle nearly 80% of containers of deposit containers, but only 20% on non-deposit containers, and

Whereas the Governor of the Commonwealth, and members of the Massachusetts Senate and House of Representatives have recognized that the original bottle bill does not take into account those beverages such as bottled water, sports drinks, and teas.

Whereas the addition of bottled water, sports drinks and teas to the Bottle Bill will decrease the total volume of municipal solid waste that is needed to be collected, thus saving disposal fees and landfill space.

Be It Resolved

That we, the (members of your city/town's council, board of alderman, etc. or mayor) commemorate the 27th anniversary of the implementation of the Massachusetts Bottle Bill.

Furthermore, Be It Resolved That: the (City/Town) of _____ be placed on record as being in support of the Massachusetts Beverage Container Deposit Law and encourages it's strengthening through expanding the list as recommended by the Governor in his proposed budget and currently being considered by the House and Senate Joint Committee on Telecommunications, Utilities and Energy.

Furthermore, Be It Resolved that the (City/Town) goes on record in supporting programs that encourage residents and visitors to return or recycle all beverage containers and other recyclable materials to fully utilize the currently available recycling programs.

Be it Further Resolved that the (City/Town) instructs our state representatives and state senators, and our governor to support and vote in favor of updating the Massachusetts Container Beverage Law.

Mayor/ Chairman, Board of Selectmen

City/Town of

Date



MASSPIRG

Standing Up
To Powerful Interests

Updated Bottle Bill:

Formal Title: An Act Updating the Bottle Bill.

Sponsors: Rep. Alice Wolf, Sen. Cynthia Creem

House Contact: Kathleen.Hornby@mahouse.gov; Senate Contact: catherine.anderson@masenate.gov

House Docket # 00263, Senate Docket #00045

The bottle bill is the state's most successful and effective recycling program. The Bottle Bill is not only good for the environment, it decreases litter, increases recycling, helps our cities and towns improve their recycling rates and decreases the need for litter collection.

This bill would (a.) expand the bottle bill to include water, sports drinks, flavored teas, juices, and other on the go beverages. (b.) reestablish the Clean Environment Fund, using forfeited deposits to improve recycling and other environmental projects (c.) provide relief to redemption centers, who have not had a raise in 20 years. This bill would not increase the 5¢ deposit, nor cost the state any money.

This bill update calls for a 5¢ deposit on beverage containers that were not included in the original bottle bill because they did not exist at the time.

This important bill was given a favorable report by the Telecommunications, Utilities & Energy Committee in July 2010, and proceeded from the Senate Rules Committee to Senate Ways and Means. With the clock running out, it did not make it to the floor. Now, with the very strong support that this bill enjoys in the House and Senate, as well as with the public, we are hopeful that the legislature will enact this bill at the beginning of the session.

- **Since the Bottle Bill's inception in 1983, over 30 billion containers have been redeemed**, contributing to a healthier environment, and cleaner and safer communities.
- **An amazing 80% of beverages that are covered by the bottle bill are redeemed/recycled.** But only 22% of non-deposit containers are recycled – the rest become litter, clog our storm drains, or are thrown in the trash.
- **Strong Public Support:** The public is very supportive of the bottle bill, seeing the positive effect that it's had on the environment.
- **Producer Responsibility:** Bearing the cost of a product's waste should be the responsibility of beverage producers and consumers, not taxpayers and communities. The bottle bill is a model for this kind of sustainable financing.
- **Creates Green Jobs:** Job gains have been shown in nearly every state that updates their deposit system. Many of these jobs come in the recycling sector, which produces important – and sustainable – raw materials to be used in manufacturing.
- **Updating our bottle bill will boost recycling**, save our communities the cost associated with disposal and litter cleanup, estimated at 4-7 million annually.
- **Saves petroleum:** These plastic bottles are made of 99% petroleum - what an inappropriate waste to bury our valuable oil in landfills or burn it our or incinerators.
- **Endorsed by Over 150 Cities and Towns, and by over 50 advocacy groups throughout the State.** Enacting the update would save our cities and towns significant amounts, from lowering disposal costs, litter collection costs, and storm drain cleaning.
- **Decrease Landfill Use:** The state is running out of landfill space. The 1.1 billion containers that we send to landfills every year would fill Fenway Park to overflowing.
- **Saves Energy, Saves Oil:** Most of the containers under the update are made of PET plastic, 99% of which is petroleum. Recycled PET is badly needed for textiles.
- **Keeps Current With Consumer Habits:** The original bottle bill was never meant to be non-reactive to consumer trends. Now that 1/3 of our containers are not covered by the 27-year old law, we need to update it.
- **Supports the Redemption Centers:** The bill includes provisions to increase the handling fee (not paid by the state). These small family-owned businesses have not had an increase in handling fees in 20 years. Many of them have been forced to close due to increases in their costs.

Supporters of the Updated Bottle Bill

Town of Abington	Town of Hampden	Town of Randolph
Town of Acton	Town of Hanson	Town of Raynham
Town of Acushnet	Town of Harvard	Town of Reading
Town of Alford	Town of Hawley	Town of Rehoboth
Town of Amherst	Town of Heath	City of Salem
Town of Andover	Town of Hingham	Town of Sandisfield
Town of Arlington	Town of Holbrook	Town of Saugus
Town of Ashburnham	Town of Huddardston	Town of Scituate
Town of Ashfield	Town of Hull	Town of Sharon
Town of Ayer	Town of Huntington	Town of Sheffield
Town of Berkley	Town of Ipswich	Town of Shelburne
Town of Bernardston	Town of Kingston	Town of Sherborn
Town of Berlin	Town of Lancaster	City of Somerville
City of Beverly	City of Lawrence	Town of South Hadley
Town of Blandford	City of Leominster	Town of Southampton
Town of Billerica	Town of Leverett	City of Springfield
Town of Bolton	Town of Lexington	Town of Stockbridge
City of Boston	Town of Lunenburg	Town of Stoneham
Town of Boxborough	Town of Manchester	Town of Sudbury
Town of Brewster	Town of Mansfield	Town of Sunderland
Town of Brookfield	Town of Marblehead	Town of Tewksbury
Town of Buckland	Town of Maynard	Town of Tyngsborough
Town of Burlington	Town of Medford	Town of Tyringham
City of Cambridge	Town of Middleborough	Town of Wales
Town of Carlisle	Town of Middleton	Town of Wareham
Town of Carver	Town of Milton	Town of Warren
Town of Charlemont	Town of Monterey	Town of Washington
Town of Charlton	Town of Montgomery	Town of Watertown
Town of Cohasset	Town of Nahant	Town of Wendell
Town of Colrain	Town of Natick	Town of Wenham
Town of Concord	City of Newburyport	Town of West Boylston
Town of Conway	City of Newton	Town of West Newbury
Town of Cummington	Town of New Ashford	City of Westfield
Town of Dalton	Town of New Braintree	Town of Westford
Town of Dedham	Town of New Salem	Town of Westminster
Town of Dover	City of North Adams	Town of Westport
Town of Dunstable	Town of North Andover	Town of Westwood
Town of Duxbury	City of Northampton	Town of Whately
Town of East Brookfield	Town of Northfield	Town of Whitman
Town of East Longmeadow	Town of North Reading	Town of Williamstown
Town of Eastham	Town of Norton	Town of Winchester
City of Easthampton	Town of Norwell	City of Worcester
Town of Egremont	Town of Orange	Town of Worthington
City of Everett	City of Peabody	Town of Wrentham
Town of Fairhaven	Town of Pelham	
City of Fitchburg	Town of Pembroke	
Town of Foxborough	Town of Peru	
Town of Grafton	Town of Petersham	
Town of Granby	City of Pittsfield	
Town of Great Barrington	Town of Plainfield	
City of Greenfield	Town of Plymouth	
Town of Hamilton	Town of Plympton	

Board of Selectmen

AGENDA FACT SHEET for 5/24/2011

Agenda Item: Downtown Zoning/Needham Center Overlay District

Presenter(s): Board Discussion

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Board members will discuss Downtown Zoning/Needham Center Overlay District as raised by Article 10 Citizens' Petition of the Annual Town Meeting.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: YES [NO] (circle one)

3. BACK UP INFORMATION ATTACHED:

None

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

Board of Selectmen

AGENDA FACT SHEET for 5/24/2011

Agenda Item: Committee Reports

Presenter(s): Board Discussion

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Board members will report on the progress and / or activities of their Committee assignments.

2. VOTE REQUIRED BY BOARD OF SELECTMEN: YES [NO] (circle one)

3. BACK UP INFORMATION ATTACHED:

None

4. SIGN OFF/APPROVAL REQUIRED:

a.	Town Manager	yes	no	NA	_____
b.	Town Counsel	yes	no	NA	_____
c.	Finance Director	yes	no	NA	_____
d.	_____	yes	no	NA	_____

Disposition by BOS

Action taken: _____ **Present on future Agenda:** _____

Refer to/Inform: _____ **Report back to BOS on:** _____

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	DAVID C. HORTON		
Event Manager Address			
Event Manager Phone Number			
Organization Representing (if applicable)	Needham Pool + Racquet Club		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input checked="" type="checkbox"/> Non-profit	<input type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	New member Reception		
Date of Event	June 17, 2011		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM:	6pm	TO: 9pm
Are tickets being sold in advance for this event?	<input type="checkbox"/> YES \$	/per ticket	<input checked="" type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES \$	/per ticket	<input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
How many people are you expecting at this event?	100 150+		
Name & address of event location. Please attach proof of permission to use this facility.	Needham Pool + Racquet Club, 1550 Central Ave, Needham, MA 02492		
Who will be serving the alcohol to your guests?	Beverages to Go., Dorch. MA / Special occasions Servers.		
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	TARA BANNER + CYNTHIA VALOVICIN		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	Guest will be provided beverage at the bar - (See Attached)		
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:	David C. Horton Jr		Date: 4/26/2011

OK
JH
5-11-11

July 16, 2011

Entrance

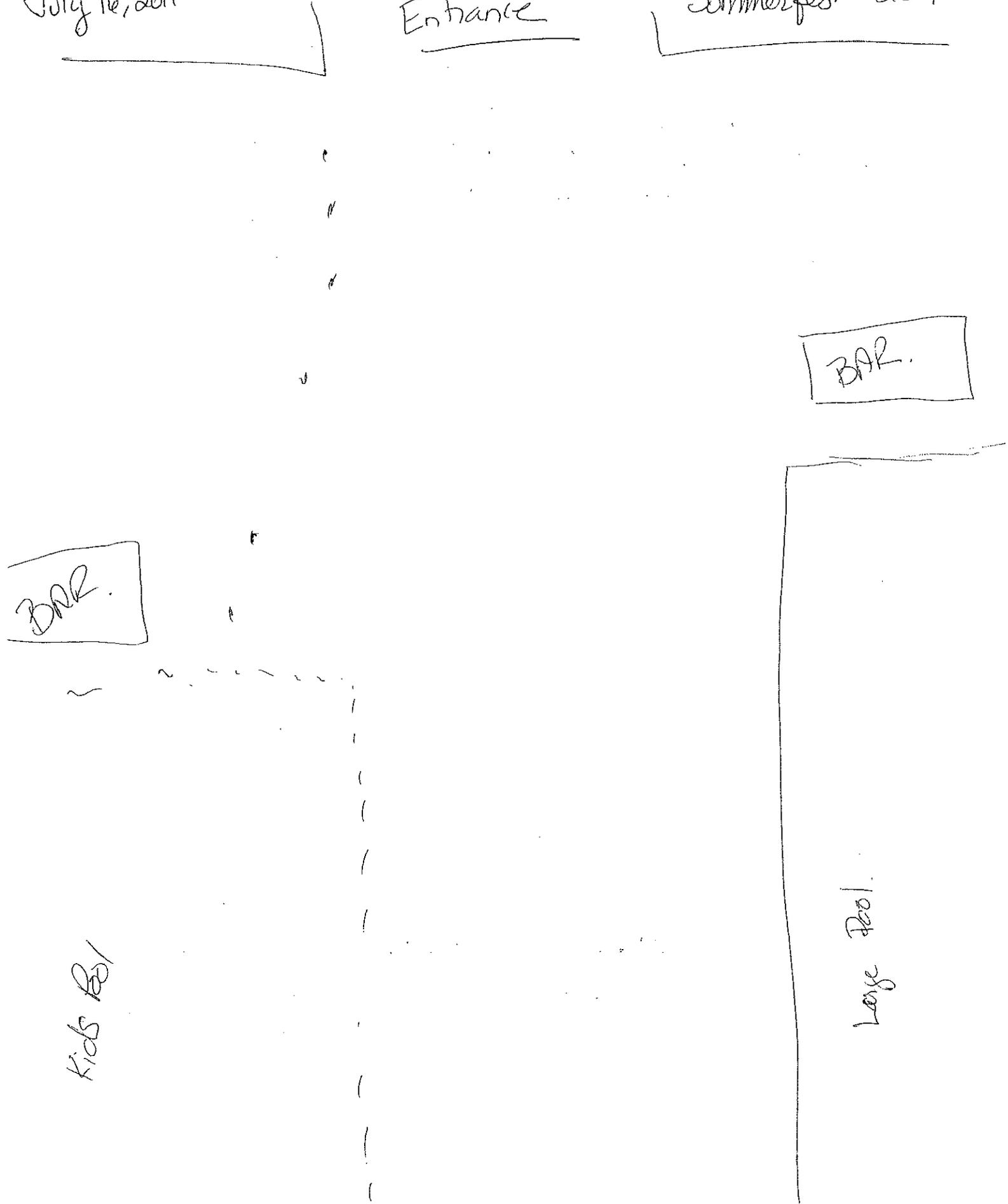
Sommerfest 2011

BAR.

BAR.

Kids Pool

Large Pool.



**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**

(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	DAVID C. HORTON		
Event Manager Address			
Event Manager Phone Number			
Organization Representing (if applicable)	Needham Pool + Racquet Club		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input checked="" type="checkbox"/> Non-profit	<input type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	Wednesday Reception Summer Fest.		
Date of Event	June 17, 2011 July 16, 2011		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM: 6 pm	TO: 9 pm	
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES	\$ 35 /per ticket	<input type="checkbox"/> NO
		35	
Is there an admission fee for this event?	<input type="checkbox"/> YES	\$ /per ticket	<input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input checked="" type="checkbox"/> YES		<input checked="" type="checkbox"/> NO
How many people are you expecting at this event?	100		
Name & address of event location. Please attach proof of permission to use this facility.	Needham Pool + Racquet Club, 1550 Central Ave, Needham, MA		
Who will be serving the alcohol to your guests?	Beverages to Go, Dux, MA / Special Occasions Services		
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	TARA BAUER + CYNTHIA VALDIVIA		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	Guests will be served at a bar. - NO passing of beverages via service staff. (See Attached)		
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:	David C Horton		Date: 7/26/2011

OK
JH
5-11-11

New Member Reception

2011

Entrance

June 17, 2011

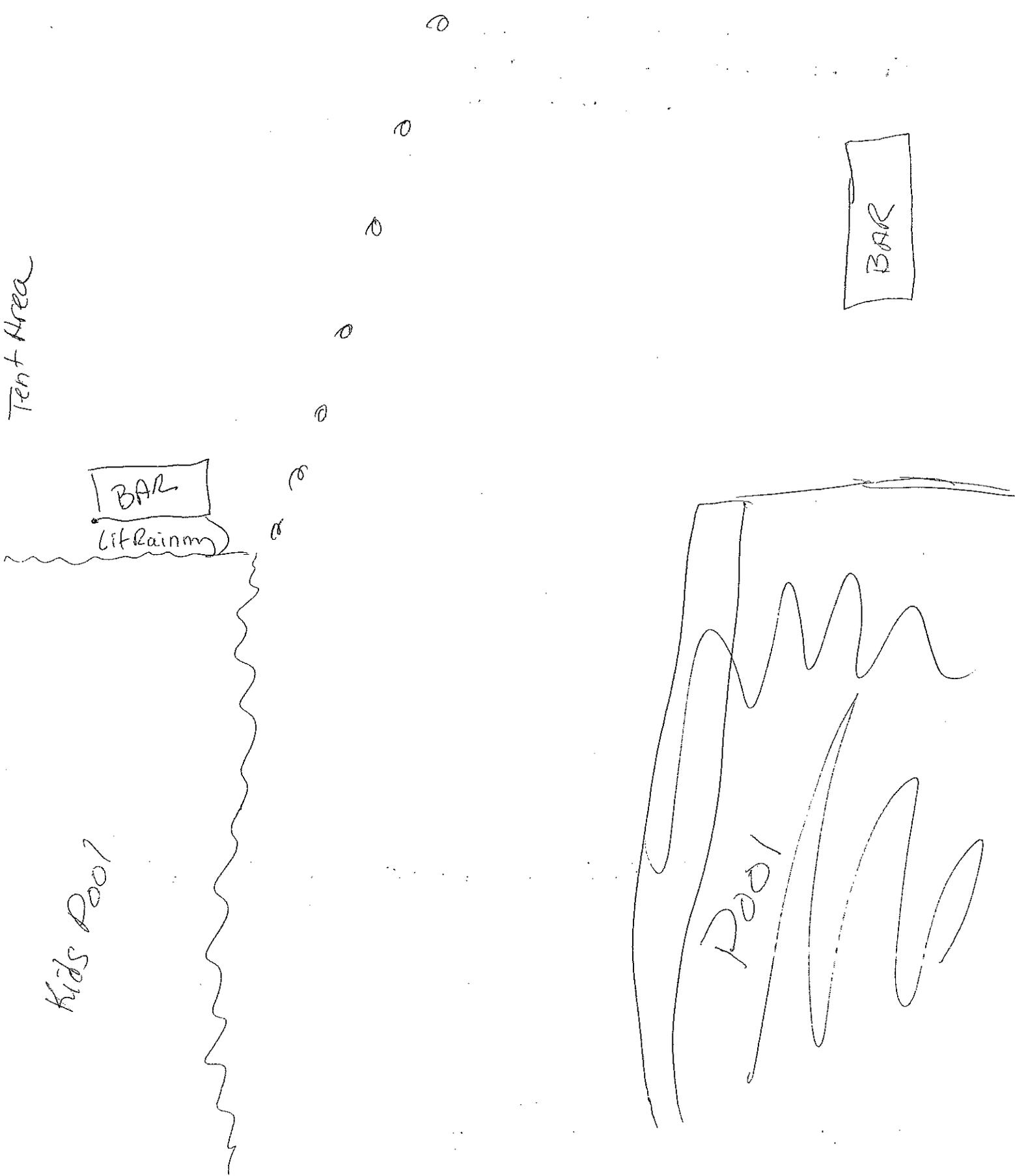
Tent Area

BAR
Lit Rainm

Kids Pool

BAR

Pool



**Town of Needham
Board of Selectmen
Minutes for April 26, 2011
Needham Public Services Administration Building**

6:45 p.m. Informal Meeting with Citizens: No activity.

7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chairman Maurice P. Handel. Those present were Gerald A. Wasserman, Daniel P. Matthews, John A. Bulian, James G. Healy, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.

7:00 p.m. Public Hearing: Verizon Petition for Kendrick Street
Penny Kane, Verizon representative, appeared before the Board requesting permission to place a new pole east of existing Pole 26 on Kendrick Street.

Motion by Mr. Bulian that the Board of Selectmen approve and sign petition from Verizon to place a new pole, Pole 26A on Kendrick Street approximately 77 feet easterly of existing Pole 26 Kendrick Street. The petition is necessary at the request of NSTAR Electric to provide pole space for additional electric service equipment.

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

Public Hearing: Verizon Petition for Dedham Avenue
Penny Kane, Verizon representative, requested permission to relocate one Pole 97/27 on Dedham Avenue 23 feet in an easterly direction on Dedham Avenue.

Motion by Mr. Bulian that the Board of Selectmen approve and sign petition from Verizon to relocate one pole, Pole 97/27 Dedham Avenue by 23 feet in an easterly direction on Dedham Avenue. The petition is necessary to provide clearance to accommodate a new driveway and bus entrance for the Pollard Middle School.

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

7:05 p.m. Public Hearing: Comcast Petition for Great Plain Avenue
Rich Ferrucci, Comcast Outside Plant Engineer, appeared before the Board requesting permission to place from Pole 48/1 on Pickering Street approximately 50 feet of conduit south to Great Plain Avenue then 230 feet westerly to a vault location.

Motion by Mr. Bulian that the Board of Selectmen approve and sign petition from Comcast to place from pole 48/1 on Pickering Street approximately 50 feet of conduit south to Great Plain Avenue then 230 feet westerly to a vault location in the sidewalk between 933 and 935 Great Plain Avenue. This petition is necessary to provide Comcast Services to both buildings.

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

7:05 p.m. Consent Agenda and Appointments:
Motion by Mr. Bulian that the Board of Selectmen vote to approve the Consent Agenda and Appointments as presented.

CONSENT AGENDA

1. Accept the following donations received to the Needham Health Department's Domestic Violence Action Committee: Dr. Robert B. Brooks and Marilyn Brooks-\$25.00; Lynn and Stephen Baum- \$100.00; Elaine Beilin and Robert H. Brown, Jr.-\$100.00; Lawrence & Valerie Kistler- \$25.00; Lynne R. Weinstein-\$25.00; Ann C.MacFate- \$50.00.
2. Approve the calendar year 2011 Spring Licenses as follows. This approval is predicated on the receipt of all completed required paperwork before April 22, 2011.

Establishment	License Type
Veteran's Taxi of Newton, LLC	Taxi/Livery
Lt. Manson H. Carter Post 2498 VFW Building Association, Inc.	Pool Table
Second Time Around	Sale of Second Hand Articles
Closet Exchange – Best of the Mall	Sale of Second Hand Articles
Closet Exchange – Designer & Boutique	Sale of Second Hand Articles
Closet Exchange – Consignment Drop Off	Sale of Second Hand Articles
Closet Exchange – Last Chance Store	Sale of Second Hand Articles
Crosby Jewelers, Inc.	Sale of Second Hand Articles
Janet Cotter Design	Sale of Second Hand Articles
3. Approve a One Day Special Wines & Malt Beverages Only license from Lisa Sacchetti of Gifford Cat Shelter to hold a wine tasting and silent auction event on Saturday, April 30, 2011 from 5:00pm to 8:00pm at The Village Club, 83 Morton Street, Needham.
4. Approve minutes of April 5, 2011 meeting.
5. Water & Sewer Abatement, Order No. 1123

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

7:10 p.m. Senior Center Design Update:
Joel Bargmann, BH+A Architects, Steve Popper, Director of Design and Construction, and George Kent, PPBC, appeared before the Board with an update on the progress of the design of the new senior center at Needham Heights.

Mr. Bargmann gave a presentation that showed the preliminary site plan of the new senior center. Mr. Bargmann also presented a Site Context Study which looked up Hillside Avenue from West Street indicating the tree line along the parking lot and new building. Mr. Bargmann said there has been some public comment about the distance from the parking lot to the building. He provided comparisons of several key parking lots in Town that denoting the distance from

the parking lot to the place of business. He stated the current design proposal is similar in distance. Mr. Bargmann presented the proposed design of the two-story interior including the lobby, multi-purpose room, kitchen, administrative offices, and storage.

Mr. Kent said it is exciting to be able to put a roof deck on the second floor, allowing for 2,000 square feet of outside green space for a sitting area. He also said the area in the Heights will be completely rehabilitated and more esthetically pleasing.

Mr. Wasserman stated he is very happy with recent PPBC projects, and the push towards better efficiency. He also asked members of the COA if the space is adequate for programs. Colleen Schaller, member of the SCEC, stated the amount of space is good and very flexible.

Mr. Healy commented the plan is outstanding and the outdoor patio area is a great alternative for outside space. He said he is glad to see the storage area in the basement. Mr. Healy questioned whether a barrier has been considered to reduce noise from the train. Mr. Kent said the existing green barrier will be supplemented with more evergreens. He also said the noise level from the train is not too high in this location. Mr. Healy commented information on cost and development is very important, and receiving details as soon as they are known will help in achieving consensus.

Mr. Handel reiterated the necessity of building consensus as the new senior center will reflect the best values of the Town. He stated he was pleased with the design.

Mr. Wasserman clarified the only area requiring consensus is on how to fund the project.

7:35 p.m. Local Option Property Tax Relief:

Damon Borrelli, Board of Assessors, and Chip Davis, Administrative Assessor, appeared before the Board to discuss the local option statute relative to property tax relief. Mr. Borrelli stated that after an in depth review of the local option, the Board of Assessors is not advocating the option be adopted by Town Meeting or the Board of Selectmen. Mr. Borrelli discussed the basis of the decision, the vetting process, and the sensitive nature the Board of Assessors takes in being fair and equitable in terms of administering the taxing authority in the Town, especially with regard to senior citizens.

Mr. Borrelli also discussed the property tax relief for active duty military personnel contained in the Warrant.

Mr. Matthews thanked Mr. Borrelli for his analysis and stated it should be noted that while the concept enjoys broad support in Town, there are unintended technical problems in the bill.

7:55 p.m.

Presentation of Recommendations/Zoning Articles:

Ron Ruth, Planning Board Chairman, and Lee Newman, Director of Planning and Community Development, appeared before the Board to discuss the zoning articles contained in the Annual and Special Town Meeting Warrants and update the Board as to the Planning Board's recommendations for its own articles and those submitted by petition.

Annual Town Meeting Warrant Articles:

Article 5 – Technical Amendments for NE Business Center

Mr. Ruth explained the amendment would authorize medical use in the NEBC, and clarify the allowance of more than one building per lot. The Planning Board recommends adoption.

Article 6 – Outdoor Seating

Mr. Ruth said the primary purpose of this Article is to encourage and authorize outdoor seating for restaurants in the central business district of Town. He stated the intention of the article is to facilitate the special permit process for outdoor seating uses. The Planning Board recommends adoption.

Mr. Bulian asked Ms. Fitzpatrick if there is any impact on the liquor licenses held by license holders. Ms. Fitzpatrick stated if this article moves forward, it would only be allowed on private property. She said use of public property would be discussed in the Special Town Meeting. In either case, Board approval would be required. Mr. Healy suggested further discussion.

Article 7 – Neighborhood Business District

Mr. Ruth said this by-law would expand the use in Neighborhood Business Districts to allow for businesses up to 1,500 square feet. The purpose is to encourage alternative use and conversion to two-family housing in lieu of a business district. The Planning Board recommends adoption.

Article 8 – Corrective Zoning Amendments

Mr. Ruth explained this article corrects typographical errors and technical changes that do not change substantive law, other than cleaning up the by-law. The Planning Board recommends adoption.

Article 9 – Schedule of Use Regulations

Mr. Ruth said the purpose of this article allows for uses not precisely defined in the Schedule of Use. He stated this by-law would establish a procedure whereby the Planning Board would have authority to say a new use, not identified in the Schedule, is similar in impact and character to the antecedent use and treated the same way. Mr. Ruth gave an example of a pet grooming use. The Planning Board recommends adoption.

Mr. Ruth suggested discussion change to Special Town Meeting Warrant Articles, then revert back to Annual Town Meeting Warrant Articles.

Special Town Meeting Warrant Articles:

Article 1 – Amend Zoning By-Law/Personal Fitness Service in an Industrial District

Mr. Ruth said the purpose of this amendment is to allow personal fitness centers in an industrial district. The Planning Board recommends adoption.

Article 2 – Amend Zoning By-Law/New England Business Center

Mr. Ruth explained this article proposes changes in use only to allow medical professional use, subject to special permit, but not hospitals or day surgery facilities. Mr. Ruth said this article would allow all multi-storied buildings in the area complementary uses on the ground floor. He gave examples of retail shops and restaurants, and noted the article would be amended. The Planning Board recommends adoption.

Mr. Bulian stated he believes this zoning change complements the Add-A-Lane project currently underway on Route 128.

Article 3 – Amend Zoning By-Law/Obstruction of Sidewalks

Mr. Ruth said this article provides the Board of Selectmen authority to allow temporary and seasonal outdoor restaurant seating on public property.

Discussion resumes concerning Annual Town Meeting Warrant Articles:

Article 10 – Amend Zoning By-Law/Needham Center Overlay District

Mr. Ruth stated this article is a Citizen's Petition to reduce the allowable height of buildings in Needham Center Overlay District, in particular sub-district A (along Great Plain Avenue from Greene's Field to the railroad tracks). Mr. Ruth stated the citizens have decided not to pursue the Chestnut Street Overlay District piece at the current time. Mr. Ruth said the amendment would reduce from 3+1 stories in sub-district A, and establish only 3 as the maximum stories. Mr. Ruth said the amendment would reduce height potential from 48 ft. to 37 ft. Mr. Ruth said the Planning Board voted in a split vote, 3 in the majority and 2 in the minority to recommend adoption of Article 10 as amended. Mr. Ruth discussed the reasons for the split vote.

Mr. Bulian asked Mr. Ruth if the Planning Board would be receptive to a referral for the purpose of bringing it back to go through the public hearing process. Mr. Ruth said the Planning Board would be receptive, and stated the Planning Board is in business to balance competing interests.

Article 11 – Amend Zoning By-Law/Farmers’ Market

Mr. Ruth commented this article would allow for a seasonal market in Town. The article, he said, would require the fruits and vegetables be grown by the farmer. Mr. Ruth said baked goods would have to be made in Needham by a Needham business. He said the Planning Board recommends adoption of the Citizen’s Petition.

Article 12 – Amend Zoning By-Law/Reconstruction of Two-Family Dwellings

Mr. Ruth said the Planning Board currently opposes Article 12. However, Mr. Ruth said the Planning Board is actively discussing an amendment to the article the Board may be able to support. Mr. Ruth said this Article would allow garaging of 2 cars per unit. He said the Planning Board opposes this article as it presents a less than desirable streetscape.

Article 13 – Amend Zoning By-Law/Accessory Structures

Mr. Ruth said this amendment would allow a pergola to be located within 10 feet of an existing structure. The Planning Board recommends adoption of Article 13.

9:10 p.m.

May 2011 ATM Citizens Petition – Needham Center Overlay District:

Louis Wolfson, along with Kathy Lewis and Paul Iantosca, appeared before the Board to provide a brief outline of the petition he sponsored in the Annual Town Meeting Warrant under Article 10. Mr. Wolfson said his petition to lower the height of buildings in Needham Center would have a minor impact on the growth of the Town, as it is not affecting the business district or Chestnut Street. He said his petition will have a major impact on the character of the Town along Great Plain Avenue. He is concerned the height of buildings could “tower over” the two church steeples and Town Hall.

Paul Iantosca said there have been several public hearings and feedback which has not been positive. He said the public is outraged about the current proposal, and some people were not even aware of the project. He stated his purpose is to alert the community. He showed the Board several schematics proposing 2 ½ story buildings, which he said is aesthetically more pleasing for a colonial town such as Needham.

Mr. Healy said that he supports the Citizens Petition. Mr. Bulian said that he also supports the Citizens Petition. Mr. Handel stated he cannot support the Citizens Petition unless there is an amendment proposed for referral. He said there is a lot of passion about this issue, but there needs to be discussion about changing a zoning by-law that was designed to incent development. He stated he is not in favor of four stories for the sake of four stories, but if that’s what it takes to get more economic development into the downtown, then we must know what we are doing.

9:30 p.m.

May 2011 ATM Citizens Petition – Farmers’ Market:

Jeff Freidman appeared before the Board to discuss the petition he sponsored in the Annual Town Meeting Warrant under Article 11.

Mr. Freidman told the Board over 300 residents participated in a survey and the overwhelming result was people wanted a farmers market in Needham. Mr. Freidman said the Farmers' Market would be organized as a non-profit civic organization intended to benefit the entire Town, build community, and have a positive impact on Needham businesses. The Farmers' Market, he said, would be open once a week on Sunday for up to 4 hours. Mr. Friedman reviewed the Planning Board's recommendation.

Mr. Wasserman said he feels there is a place for a farmers' market in Needham. Mr. Healy said he believes a study should be done, not just by petition but a complete review of the by-laws. Mr. Bulian said he supports the Planning Board's recommendation.

9:40 p.m. May 2011 ATM Citizens Petition – Reconstruction of Two-Family Dwellings:
George Guinta Jr. appeared before the Board to discuss the petition he sponsored in the Annual Town Meeting Warrant under Article 12.

Mr. Guinta stated this petition would empower the Board of Appeals to authorize up to 2 garage spaces per unit in connection with the reconstruction of a grandfathered non-conforming two family dwelling. He said the proposal would not change any mass or density controls put into place a few years ago. He said it gives the Board of Appeals the discretion for the additional garage spaces and imposes that they make a specific finding to the specific garage space that it will not negatively affect the value of the neighborhood. Mr. Guinta asked the Board of Selectmen to support the proposal.

Mr. Matthews commented on the Planning Board's vote not to support the petition at this time and asked whether the matter could be worked out with the Planning Board. Mr. Guinta said that any reasonable modification would be welcome and that there is room for discussion. Mr. Healy said he is willing to support the citizens petition, but prefers there be an agreed upon solution. Mr. Wasserman, Mr. Handel, and Mr. Bulian said they prefer to wait and see if there is a solution worked out with the Planning Board before making a decision.

9:50 p.m. May 2011 ATM Citizens Petition – Accessory Structures:
Robert Lizza, appeared before the Board to discuss the petition he sponsored in the Annual Town Meeting Warrant under Article 13.

Mr. Lizza discussed the definition of a structure under the Town's zoning by-law and said the petition would exempt the pergola from the building to building setback so that accessory structures, such as a pergola could be placed within 10 feet of a house.

Mr. Healy said he is in support of the citizen's petition. Mr. Wasserman said he is in support of the citizen's petition.

Mr. Handel recognized Mr. Smart, representative of the owners of the theatre parcel, who stated a letter was submitted to Lee Newman stating the proposal is going to be changed for the May 24th Town Meeting. He stated the proposal will now be 19 units, 3 stories on both buildings.

9:55 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager appeared before the Board with 2 items to discuss:

1. Greene's Field Play Structure Committee Proposal:

Ms. Fitzpatrick recommended the Board consider the creation of a Greene's Field Play Structure Working Group to evaluate the entire Greene's Field parcel and make recommendations relative to the alignment of the park, in consideration of use of the park for play, passive recreation, and youth sports; and evaluate the options for replacing the play structure with one that is reminiscent of the iconic nature prior play structure, aesthetically pleasing, is suitable for younger children, and is consistent with the current standards for play structures.

Mr. Healy stated that until recently he was unaware of the first part of the charge and was under the impression the committee was to focus only on the play structure. Mr. Healy questioned the Selectmen asking if evaluating the entire parcel relative to the alignment of the park for passive recreation and youth sports is what it really wants to do. Mr. Bulian said he believes Greene's Field can be made into a beautiful park and looking at the entire park is something the Selectmen should consider. Mr. Matthews said it makes sense to get a wide range of community input, but does not bind the Board to respond to any recommendation. The purpose he said is to invite residents to voice their opinion. Mr. Healy said the wording of the motion appears to be two separate charges. Mr. Healy also commented the committee must remember that at some point in time, the Steven Palmer building will revert back to the Town. Mr. Healy suggested a clarification of the proposed charge.

Motion by Mr. Wasserman that the Board vote to create a Greene's Field Play Structure Working Group consisting of 11 members to evaluate the entire Greene's Field parcel and make recommendations relative to the alignment of the park, in consideration of use of the park for play, passive recreation, and youth sports; while evaluating options for replacing the play structure with one that is reminiscent of the iconic nature of the prior play structure, is aesthetically pleasing, is suitable for younger children, and is consistent with current standards for play structures.

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

2. Positions on Warrant Articles:

Annual Town Meeting Warrant Articles:

Article 5 – Technical Amendments for NE Business Center

Motion by Mr. Bulian that the Board vote to support Article 5 in the Annual Town Meeting Warrant.

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

Article 6 - Outdoor Seating

Motion by Mr. Bulian that the Board vote to support Article 6 in the Annual Town Meeting Warrant.

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

Article 7 – Neighborhood Business District

Motion by Mr. Bulian that the Board vote to support Article 7 in the Annual Town Meeting Warrant.

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

Article 8 – Corrective Zoning Amendments

Motion by Mr. Bulian that the Board vote to support Article 8 in the Annual Town Meeting Warrant.

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

Article 9 – Schedule of Use Regulations

Motion by Mr. Bulian that the Board vote to support Article 9 in the Annual Town Meeting Warrant.

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

Article 10 – Amend Zoning By-Law – Needham Center Overlay District
Defer action.

Article 11 – Amend Zoning By-Law – Farmers Market

Motion by Mr. Bulian that the Board vote to support Article 11 in the Annual Town Meeting Warrant.

Second: Mr. Wasserman. Approved 4-1. Mr. Healy voted nay.

Article 12 – Amend Zoning By-Law – Reconstruction of Two-Family Dwellings
Defer Action.

Article 13 – Amend Zoning By-Law – Accessory Structure

Motion by Mr. Matthews that the Board vote to support Article 13 in the Annual Town Meeting Warrant.

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

Mr. Wasserman suggested moving to discussion on articles in the Special Town Meeting Warrant.

Special Town Meeting Warrant Articles:

Article 1 – Amend Zoning By-Law/Personal Fitness

Motion by Mr. Bulian that the Board vote to support Article 1 in the Special Town Meeting Warrant.

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

Article 2 – Amend Zoning By-Law/NEBC – Defer Action.

Article 3 – Amend Zoning By-Law/ Outdoor Seating

Motion by Mr. Wasserman that the Board vote to support Article 3 in the Special Town Meeting Warrant.

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

Discussion resumed on articles contained in the Annual Town Meeting Warrant.

Article 15 – Fund Collective Bargaining Agreement – Independent Town Workers/MLDC

Motion by Mr. Matthews that the Board vote to withdraw Article 15 in the Annual Town Meeting Warrant.

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

Article 17 – Fund Collective Bargaining Agreement – 911 Operators/MLDC

Motion by Mr. Matthews that the Board vote to withdraw Article 17 in the Annual Town Meeting Warrant.

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

Article 18 – Fund Collective Bargaining Agreement – Police Union

Motion by Mr. Matthews that the Board vote to withdraw Article 18 in the Annual Town Meeting Warrant.

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

Article 19 – Fund Collective Bargaining Agreement – Police Superior Officers Association.

Motion by Mr. Matthews that the Board vote to withdraw Article 19 in the Annual Town Meeting Warrant.

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

Article 20 – Amend General By-Law/Board of Health Regulations

Motion by Mr. Matthews that the Board vote to support Article 20 in the Annual Town Meeting Warrant.

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

Article 25 – Appropriate the FY2012 Operating Budget
Motion by Mr. Bulian that the Board vote to support Article 25 in the Annual Town Meeting Warrant.
Second: Mr. Matthews. Unanimously approved 5-0.

Article 26 – Appropriate the FY2012 RTS Enterprise Budget
Motion by Mr. Bulian that the Board vote to support Article 26 in the Annual Town Meeting Warrant.
Second: Mr. Wasserman. Unanimously approved 5-0.

Article 27 – Appropriate the FY2012 Sewer Enterprise Fund Budget
Motion by Mr. Wasserman that the Board vote to support Article 27 in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 5-0.

Article 28 – Appropriate the FY2012 Water Enterprise Fund Budget
Motion by Mr. Bulian that the Board vote to support Article 28 in the Annual Town Meeting Warrant.
Second: Mr. Wasserman. Unanimously approved 5-0.

Article 36 – Appropriate for General Fund Cash Capital
Motion by Mr. Bulian that the Board vote to support Article 36 in the Annual Town Meeting Warrant.
Second: Mr. Wasserman. Unanimously approved 5-0.

Article 44 – Appropriate for Sewer Enterprise Fund Cash Capital
Motion by Mr. Bulian that the Board vote to support Article 44 in the Annual Town Meeting Warrant.
Second: Mr. Matthews. Unanimously approved 5-0.

Article 45 – Appropriate for Water Enterprise Fund Cash Capital
Motion by Mr. Wasserman that the Board vote to support Article 45 in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 5-0.

Article 47 – Appropriate for Capital Improvement Fund
Motion by Mr. Matthews that the Board vote to withdraw Article 47 in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 5-0.

Article 48 – Appropriate to Capital Facility Fund
Motion by Mr. Matthews that the Board vote to withdraw Article 48 in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 5-0.

Article 49 – Appropriate to Stabilization Fund
Motion by Mr. Matthews that the Board vote to withdraw Article 49 in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 5-0.

Discussion resumed on articles contained in the Special Town Meeting Warrant

Article 4 – Accept M.G.L. c. 59 Section 5 Clause 56
Motion by Mr. Bulian that the Board vote to support Article 4 in the Special Town Meeting Warrant.
Second: Mr. Healy. Unanimously approved 5-0.

Article 5 – Appropriate for GF Cash Capital - Defer Action.

Article 6 – Appropriate for Engineering Study for Energy Update
Motion by Mr. Bulian that the Board vote to support Article 6 in the Special Town Meeting Warrant.
Second: Mr. Healy. Unanimously approved 5-0.

Article 7 – Appropriate for Payment of Unpaid Bills of Prior Years
Motion by Mr. Bulian that the Board vote to support Article 7 in the Special Town Meeting Warrant.
Second: Mr. Healy. Unanimously approved 5-0.

Article 8 – Appropriate for Restoration of Charles River Treatment Facility Well
Motion by Mr. Bulian that the Board vote to support Article 8 in the Special Town Meeting Warrant.
Second: Mr. Healy. Unanimously approved 5-0.

10:55 p.m. Board Discussion:
Committee Reports
Mr. Handel reported from the Council of Economic Advisors that there is interest looking at the dimensional requirements associated with the New England Business Center in an effort to incent more development.

10:55 p.m. Adjourn:
Motion by Mr. Matthews that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of April 26, 2011.
Second: Mr. Bulian. Unanimously approved 5-0.

EXECUTIVE SESSION CANCELLED.

BOARD OF SELECTMEN

* MINUTES *

May 9, 2011

7:15 p.m. A special meeting of the Board of Selectmen was convened by Chairman Moe Handel at the Newman Elementary School. Present were Mr. Jerry Wasserman, Mr. Dan Matthews, Mr. John Bulian, and Town Manager Kate Fitzpatrick.

ATM Article 11 – Farmer’s Market

The Board discussed the compromise amendment that had been facilitated by the Chairman of the Board and the Town Manager including consultation with Town Meeting Member Louise Miller, Citizen’s petitioner Jeff Freidman, the Director of Planning and Community Development, and the Chairman of the Planning Board.

Motion: Mr. Wasserman moved that the Board of Selectmen recommend adoption of Article 11 as amended. Mr. Bulian seconded the motion. Unanimous: 4-0.

STM Article 2 – New England Business Center Zoning

The Board discussed the revised motion to amend Article 2.

Motion: Mr. Wasserman moved that the Board of Selectmen vote to recommend adoption of Article 2 as amended. The motion was seconded by Mr. Bulian. Unanimous: 4-0.

Motion: Mr. Wasserman moved that the Board adjourn its meeting contemporaneously with the adjournment of Town Meeting. Mr. Bulian seconded the motion. Unanimous: 4-0.

Note: The Annual Town Meeting adjourned for the evening at 11:10.

**Town of Needham
Board of Selectmen
Minutes for May 10, 2011
Needham Public Services Administration Building**

- 6:45 p.m. Informal Meeting with Citizens: No Activity.
- 7:00 p.m. Call to Order:
A meeting of the Board of Selectmen was convened by Chairman Maurice P. Handel. Those present were Gerald A. Wasserman, Daniel P. Matthews, John A. Bulian, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt. James Healy was not present.
- 7:00 p.m. Tercentennial Committee Update:
Bill Tilburg and Valerie Herman, Needham 300 Committee, appeared before the Board with an update on the status of the tercentennial celebration. Ms. Herman gave a brief synopsis of a recent tercentennial event and spoke about upcoming events including "The Battle for Needham" and Needham Night at the POPS. Mr. Tilburg spoke about the rededication of Town Hall and the Gala event scheduled for November 5, 2011. He said a committee has been working to get as many people involved in the event as possible. He commented the rededication will include a replica of the Town Hall and the downtown area in Lego pieces, which will remain on display at Town Hall. Mr. Tilburg said a commemorative book is currently being put together and will include articles and photos of the year's events. Ms. Fitzpatrick said the Masons, who are involved in dedications of public buildings, have arranged for the Washington Bible to be available at the rededication ceremony of Town Hall.
- 7:10 p.m. Proclamation - National Bikes Week:
Mr. Handel read a proclamation declaring May 14 through May 20 to be National Bikes Week in Needham.
- Motion by Mr. Wasserman that the board of Selectmen vote to sign a proclamation declaring May 14 through 20, 2011 to be National Bikes Week in Needham, Massachusetts.**
- Second: Mr. Bulian. Unanimously approved 4-0.**
- 7:15 p.m. Needham Tercentennial/Town Hall Project Request:
Jane Howard and Colleen Schaller appeared before the Board to discuss a fundraising project proposed by the Needham Tercentennial Committee to solicit sponsors for the engraving of granite pavers in the walkway behind Town Hall. Ms. Howard gave an overview of the project, including cost to sponsors. She also said a contingency fund will be set up should any repairs be necessary. Mr. Wasserman clarified any money raised will help pay for the Needham 300 celebration, which is being privately funded and not coming from any Town funds.

Motion by Mr. Matthews that the Board of Selectmen vote to approve the solicitation of sponsors and engraving of granite pavers in the walkway behind Town Hall subject to the oversight and approval of the Town Manager.

Second: Mr. Wasserman. Unanimously approved 4-0.

7:25 p.m.

Consent Agenda and Appointments:

Motion by Mr. Bulian that the Board of Selectmen vote to accept the Consent Agenda as presented.

CONSENT AGENDA

1. Approve a One Day Special All Alcoholic Beverages Only license from Ed Davis of St. Sebastian's School to hold their 25th & 50th Reunion event on Friday, May 20, 2011 from 5:00pm to 10:00pm at Ward Hall, St. Sebastian's School, 1191 Greendale Avenue, Needham.
2. Approve a One Day Special All Alcoholic Beverages Only license from Ed Davis of St. Sebastian's School to hold a clambake event on Saturday, May 21, 2011 from 6:00pm to 10:00pm at Ward Hall, St. Sebastian's School, 1191 Greendale Avenue, Needham.
3. Approve request from the American Cancer Society, New England Division, to conduct a cycling event, Bicycles Battling Cancer, which will take place on Sunday, June 12, 2011. The event will start in Worcester at 8:00 a.m., estimating that the majority of riders will cross into Needham around 1:00 p.m., with approximately 250 participants. The Police Department, Fire Department and Department of Public Works have all approved this request.
4. Accept the following donations made to The Park and Recreation Commission for Children's Theatre - \$1,300 from Parent Talk, Inc.
5. Accept the following donation made to the Needham Police Department for a child safety seat installation from: \$25.00- Rebecca G. Holden, 100 Boatswains Way, Chelsea, MA.
6. Accept the following donations made to the Needham Public Library for the period March 4, 2011 – May 3, 2011: The Friends of the Needham Public Library donated \$1,000 for the purchase of World Language materials; David Ira Rottenberg gave the library a copy of his new children's book, Gwendolyn, the Graceful Pig (\$15.00); Received donations in memory of Harold Lewis Arm from: John Russo (\$40.00) and Lois & Ron Sockol (\$20.00); Benjamin Railton gave the library a copy of his new book, Redefining American Identity (\$80.00); Emily Salaun donated an autographed copy of Senator Scott Brown's book, Against All Odds (\$27.99); Fred H. Tuveson gave the library a copy of The Vatican Collections: The Papacy and Art (\$32.00); The Friends of the Needham Public Library made a \$200.00 donation to the library in memory of Lorraine Welsh; The following people have made donations to the library in memory of Catharine L. Mastro: Robert and Barbara Moss (\$20.00), Mary and Preston Spivey (\$100.00), Diane Browne and Richard Creedon (\$25.00); The following people have made donations to the library in memory of Kathleen F. Weller:

Sindia L. Conroy (\$100.00), Jerome and Linda Klein (\$50), James and Sarah Ann Mahoney (\$100.00), Joseph and Janet Murphy ((\$50.00), Ruth M. Colman (\$50.00), Tracy and Stephen Rubin (\$100.00), Peter and Anne Weller (\$200.00), Paul and Nancy VanBroekhoven (\$100.00), and Joyce E. McCarty (\$100.00); Children’s performer Vanessa Trien gave the library copies of her CDs: Carnival Day (\$12.00), and Hot Air Balloon (\$12.00); Judy Wheeler Crossman gave the library a box of memorabilia, pictures, genealogies, and other family records of Needham’s Crossman and Sutton Families. (Priceless); and U.S. Senator Scott Brown sent the library two copies of his book, Against All Odds (\$27.99 each).

7. Water & Sewer Abatement Order #1124
8. Approve minutes of May 2, 2011 meeting.
9. Accept the following donations made to The Needham Health Department’s Domestic Violence Action Committee: \$250 from Copley Motorcars Corporation; \$35 from George Noyes; \$50 from Mariele Forte; \$10 from Karen Goldsmith; \$25 from Carole T. and Craig A. Martin; \$25 from Arthur Bloom; \$10 from Justine Weisman; \$10 from Richard P. Gotthardt; \$25 from Miriam S. Grodberg; \$100 from Alan Stern & Lori Tenser; and \$25 from Suzanne D. Holloran.
10. Grant Permission for the following residents to hold a block party:

Name	Address	Party Location	Party Date	Party Rain Date	Party Time
Molly Kerrigan	386 Warren St	Lower Laurel Dr. between # 6 & # 27	9/10/11	9/11/11	2-5pm
Michael Fuchs	92 Grant St	Grant St between Kimball and Junction in front of 92 Grant St.	6/17/11	6/18/11	5-9pm 4-8pm

Second: Mr. Wasserman. Unanimously approved 4-0.

7:25 p.m.

Proclamation – National Public Works Week:

Richard Merson, DPW Director appeared before the Board. Mr. Matthews read a proclamation declaring the week of May 15th through May 21st as National Public Works Week in Needham.

Motion by Mr. Bulian that the Board vote to approve and sign the Proclamation to declare the week of May 15th through May 21st as National Public Works Week in Needham.

Second: Mr. Wasserman. Unanimously approved 4-0.

7:30 p.m.

Town Manager:

Ms. Fitzpatrick, Town Manager appeared before the Board with 1 item to discuss:

Acceptance of Restrictive Covenants

Ms. Fitzpatrick told the Board the Planning Board has requested that the Board of Selectmen accept and execute a Declaration of Restrictive Private Way Covenant and Grant of License for the 198-200 Nehoiden Street Definitive Subdivision Plan. She stated the reason for the requirement is to clarify that the Town of Needham is not accepting the private way, and that the property owners agree to maintain the way and all of the utilities under it, and to allow the Town access over the way.

Motion by Mr. Matthews at the request of the Planning Board, that the Board accept the Declaration of Restrictive Private Way Covenant and a Declaration of Restrictive Covenants and Grant of License for the 198-200 Nehoiden Street Definitive Subdivision Plan by Nehoiden Knoll, Inc. to the Town of Needham.

Second: Mr. Bulian. Unanimously approved 4-0.

7:35 p.m. Executive Session - Exception 3:

Motion by Mr. Bulian that the Board of Selectmen vote to enter into Executive Session under 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. Not to return to open session prior to adjournment.

Second: Mr. Wasserman. Mr. Handel polled the Board. Unanimously approved 4-0.

The Board adjourned at 7:46 pm.

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

TO: TOWN TREASURER AND COLLECTOR
(cc: TOWN COMPTROLLER)

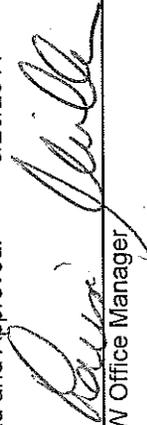
WHEREAS the appropriate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer revenue and

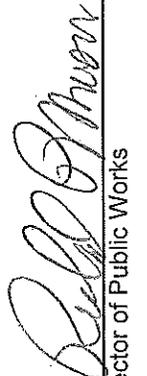
WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	-\$45.60
Water Irrigation:	\$0.00
Water Service:	\$0.00
Sewer Sales:	-\$979.25
Transfer Station Charges:	\$0.00
Total Abatement:	-\$1,024.85

Order #: 1125

Read and Approved: 5/20/2011


DPW Office Manager


Director of Public Works

For the Board of Selectmen

Date: 5/24/2011

**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 Y/N
PC	Wickes	George	34503	12880	20	Ardmore Rd	\$0.00	\$0.00	-\$100.80	-\$100.80	Leak	N
PC	Kidman	Jerry	10491	7260	299	Brookline St	\$0.00	-\$45.60	-\$101.45	-\$147.05	OE	Y
PC	Halfrey	John	15857	12970	53	Hunnewell St	\$0.00	\$0.00	-\$77.40	-\$77.40	Leak	N
PC	Marks	Beverly	16329	12936	38	Briarwood Cir	\$0.00	\$0.00	-\$204.95	-\$204.95	Leak	N
PC	Sternberg	Joel	23393	3072	501	Greendale Ave	\$0.00	\$0.00	-\$8.40	-\$8.40	Leak	N
PC	Lee	Rachal	33061	10016	78	Putnam St	\$0.00	\$0.00	-\$397.35	-\$397.35	Leak	N
PC	Centola	Joseph	28603	25366	1	Lakin St	\$0.00	\$0.00	-\$88.90	-\$88.90	Leak	N

Total: -\$1,024.85

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.
O.E. Error = Over estimation was issued
Leak = Leak in house or at spicket that caused loss of water, with proof of repair
O.E. = High estimation of consumption to have customer respond to meter upgrade/exchange request
TWN = Town Project caused damage to private property
Equip = Equipment Malfunction
Prog. = Meters programmed incorrectly causing reading to be transferred incorrectly to billing system
UEW = Unexplained for water lost
P.F. = Pool Fill
Meter = Meters Crossed or entered into system incorrectly
Billing = Steps were charged incorrectly
COA = Council On Aging

**ONE DAY SPECIAL LICENSE
TOWN OF NEEDHAM BOARD OF SELECTMEN
EVENT INFORMATION SHEET**
(Please complete and attach event flyer or other information.)

Event Manager Name (Name that will appear on license)	XXXXXXXXXXXX Betsy Husted
Event Manager Address	
Event Manager Phone Number	
Organization Representing (if applicable)	Christ Church Needham
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input checked="" type="checkbox"/> Non-profit <input type="checkbox"/> For profit <input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____
Name of Event	Wine tasting/Sales ^{last part} for ^{long} wood ^{open}
Date of Event	6/5/2011
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)
Requested Time for Liquor License	FROM: 4 pm TO: 8 pm
Are tickets being sold in advance for this event?	<input type="checkbox"/> YES \$ /per ticket <input checked="" type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES \$ /per ticket <input type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
How many people are you expecting at this event?	100 approximate
Name & address of event location. Please attach proof of permission to use this facility.	Christ Church Needham 1132 Highland Ave
Who will be serving the alcohol to your guests?	Premier Bartending & Beverage
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	Ed Garland, Jr.
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	guests purchase wine @ bar.
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))	
Event Manager Signature:	Date: 5/20/2011

Highland Avenue

Church
Front
Door

Cheese / Crackers

Pool
Church

Kitchen

Bar

Door

→
Rosemary
Street

Church
Office

Hallway

Office



RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN

2011 MAR -7 A 10:29

March 3, 2011

Kate Fitzpatrick
Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Dear Kate,

I am writing to request permission again this year, to set up a rest stop at **Ridge Hill Reservation** as part of a charity bicycle ride, **Braking the Cycle**. We would like to use the space as last year on Friday, September 16, 2011 from 6:15 AM to 9:00 AM. The Reservation parking lot is an ideal spot for our riders to relax, get snacks, and receive first aid, if necessary.

Braking the Cycle is a three-day, charity bike ride. Approximately 130 riders will each raise at least \$3,500 in support of the HIV/AIDS services of New York's LGBT Center. The Center offers prevention and mental health services to at-risk youth, people living with HIV/AIDS, and their friends and loved ones. Last year with your help we raised over \$361,000.

Braking the Cycle is a chance for everyone – not just athletes – to make an extraordinary difference. It's a ride, not a race, with people of all ages, shapes, and sizes riding side by side.

Enclosed is our **Site Use Summary** describing the details of our proposed set-up and our **Notification and Approval of Event** form. **Please fill out the approval form & fax back to me.** If you have any questions, please do not hesitate to contact me at 212.989.1111 to discuss this request. I look forward to hearing from you.

Sincerely,

Steve Bratton
Logistics Coordinator
Braking the Cycle

127 West 26th Street
Suite 402
New York, NY 10001
212.989.1111 tel
212.807.1853 fax

www.brakingthecycle.org

INDEMNITY (HOLD HARMLESS) AGREEMENT

Braking The Cycle

This indemnity agreement, dated 5/18, 2011, is by and between Global Impact Tours, d/b/a Global Impact Productions ("Indemnitor"), a corporation, or other business entity, created under the laws of the State of New York, and the Town of Needham, a municipal corporation organized under the laws of the Commonwealth of Massachusetts ("Town").

WHEREAS, Indemnitor has requested permission to travel through Town property using public ways, and to use the Ridge Hill Reservation as Oasis 1, for the purpose of conducting the Braking the Cycle bicycle ride as depicted on Exhibit A (Event) attached hereto and incorporated herein by reference ("Braking the Cycle 2011 - Route Cues").

NOW, THEREFORE, in consideration of receipt of permission from the Town to use the public ways and Ridge Hill Reservation depicted on Exhibit A, in accordance with Indemnitor's plans, Indemnitor agrees that it will indemnify the Town, its officials, agents, representatives, and employees, from, against, or for all losses, claims, actions, costs and expenses (including but limited to, court costs, reasonable attorney's fees and expert witness fees), judgments, subrogations or other damages (collectively, "Claims") resulting from any injury to a person or persons or to property, arising out of Indemnitor's use of the public ways and Ridge Hill Reservation depicted on Exhibit A, for which the Indemnitor, in whole or in part, any participant in the Event or anyone for whose acts Indemnitor may be liable, is liable.

The indemnification provided by this agreement shall apply to Claims occurring on the date that Braking the Cycle uses and travels through Town Property, currently scheduled for September 16, 2011.

The Indemnitor shall as part of this agreement provide the Town with a copy of an insurance certificate that lists the Town as an additional insured.

This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties.

INDEMNITOR AUTHORIZED SIGNATURE: 

Print Name: Eric R. Epstein Title: President

Tax Identification Number: 74 2984495

Address: 127 W 26th ST, Ste 402, NY, NY 10001

Telephone: 212-989-1111 FAX: 212-807-1853

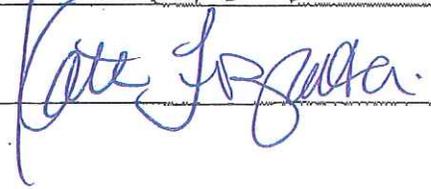
TOWN OF NEEDHAM, by its Town Manager: 

Exhibit A.

Braking the Cycle 2011 - Route Cues						
Day 1						
Segment Mileage	Total Miles	Turn	Note	Police/Motorcycle Safety support	Township or Borough	
0.6	0.6	Bear Left	To stay on Eliot Street (Truck Route)			
0.4	1.0	Cross	Charles River	Norfolk County	Needham	
0.2	1.2	Forward	Pass under I-95 Freeway onto Central Avenue			
0.4	1.6	Bear Right	To avoid Webster Street, stay on Central Avenue			
0.1	1.7	Bear Left	To avoid Cedar Street			
1.9	3.6	Cross	Great Plain Avenue at light - gets narrow	Moto Safety (single file)		
1.2	4.8	Right	Onto Pine Street			
0.4	5.2	Right	Onto Charles River Street at stop sign - Unmarked			
0.2	5.4	On right	Ridge Hill Reservation - Oasis 1	Needham Bureau of Conservation		
0.4	5.8	Forward	To avoid Grove Street			
0.9	6.7	Left	Onto Main Street	Moto Safety	Dover	

