

BOARD OF SELECTMEN
October 25, 2011
Needham Public Library Community Room
Agenda

	6:45	Informal Meeting with Citizens
1.	7:00	Public Hearing – Transfer of All Alcoholic License From: Restaurant Pomodoro To: Fusion Cuisine, Inc. d/b/a Gari
2.	7:00	Public Hearing- Verizon & NSTAR Webster Street <ul style="list-style-type: none"> • Ellen M. Joy, Verizon Communications
3.	7:00	Public Hearing- NSTAR Nehoiden Street <ul style="list-style-type: none"> • Maureen Carroll, NSTAR
4.	7:05	Department of Public Works <ul style="list-style-type: none"> • Public Hearing: Abandonment or Discontinuance of Eaton Square • Public Hearing: Layout Streets for Town Acceptance at: East Side of Reservoir Street in Front of 274 Reservoir Street
5.	7:25	Voice of the People Award – Police and Fire <ul style="list-style-type: none"> • Phil Droney, Chief of Police • Paul Buckley, Fire Chief
6.	7:35	Town Manager <ul style="list-style-type: none"> • Inter-municipal Agreements • Salt Shed Project User Agency Designation • Powers Hall Use Regulations • Minuteman School Capital Allocation Formula • Position on Warrant Articles/Special Town Meeting
7.	8:05	Board Discussion <ul style="list-style-type: none"> • MPO Election • Statewide Redistricting Proposal • Committee Reports
8.	8:15	Executive Session Exception 3 and 6

APPOINTMENTS

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CONSENT AGENDA *=Backup attached

1.*	Approve minutes from October 11, 2011 meeting.
2.	Approve service of alcohol on public property: Town Hall and Greene's Field for Needham Tercentennial Gala's to be held on November 5, 2011.
3.*	Approve two Special One Day All Alcohol Licenses for Rob Pelletier, Choice Catering & Events, caterer vendor of the Needham Tercentennial Committee to serve alcohol on Saturday, November 5, 2011 for two events: mini-gala at Powers Hall in Town Hall from 5:00pm to 10:00pm and gala at Greene's Field from 8:00pm to 1:00am on Sunday, November 6, 2011.
4.*	Water & Sewer Abatement Order #1132

Board of Selectmen
AGENDA FACT SHEET for October 25, 2011

Agenda Item: Public Hearing - Transfer All Alcohol License, Common Victualler License
Fusion Cuisine, Inc. d/b/a Gari located at 1019 Great Plain Avenue
Gary Huang, Manager

Presenter(s): Roy Cramer, Esq.
and Fusion Cuisine, Inc. d/b/a Gari proposed Manager, Gary Huang

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Roy Cramer will present an application for a transfer of the All Alcoholic License for his client, Fusion Cuisine, Inc. d/b/a Gari with Gary Huang, Manager. The License is currently held by Kevin Ryan, Restaurant Pomodoro. Mr. Huang is also seeking a Common Victualler License and a variance of Town of Needham, Regulations for the Sale of Alcoholic Beverages, Section 3.1 to allow seating at service bars with sale of alcoholic beverage while waiting for seating (10 seats). This restaurant will consist of a first floor and a basement totaling 3,480 square feet. The restaurant contains 100 seats, which includes limited seating at a service bar, a kitchen area, and restrooms. There is one main entrance and exit in front with an additional entrance and exit to the rear.

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

Suggested Motion: That the Board of Selectmen vote to approve the applications for a transfer of an All Alcohol License under the Town of Needham Regulations For The Sale of Alcoholic Beverages in Restaurants and Function Rooms with a Seating Capacity of Not Less than 100 Persons for Fusion Cuisine, Inc., Gary Huang, Manager, including waivers of the Town of Needham Regulations for the Sale of Alcoholic Beverages, Section 3.1 and a 2012 common victualler license and to forward the approved Alcohol License Transfer application to the ABCC for an approval.

3. BACK UP INFORMATION ATTACHED:

- a.. Form 43
- b. Application for License
- c. Articles of Organization
- d. Site Plan
- e. Vote of the Corporate Board - Manager
- f. Manager Application
- g. Petition for Transfer of Ownership
- h. Lease Agreement
- i. Legal notice information
- j. 2012 Common Victualler License Application

3. SIGN OFF/APPROVAL REQUIRED:

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

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

For Reconsideration

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

77000026

ABCC License Number

Needham

City/Town

10/25/2011

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

Name of Licensee

EIN of Licensee

D/B/A

Manager

ADDRESS:

CITY/TOWN:

STATE:

ZIP CODE:

Annual or Seasonal

Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)

Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

Premises is approximately 1740 square feet, and storage space in the basement. The entrance is located at 1019 Great Plain Avenue. The exit is located in the back of the building exiting to a parking lot. The restaurant contains 100 seats, which includes limited seating at a service bar.

Application Filed:

Date & Time

Advertised:

Date & Attach Publication

Abutters Notified: Yes No

Contact Person for Transaction

Phone:

ADDRESS:

CITY/TOWN:

STATE:

ZIP CODE:

Remarks:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

ABCC Remarks:

Application for Retail Alcoholic Beverage License

City/Town

Needham, MA

1. Licensee Information:

Legal Name/Entity of Applicant:(e.g Corporation, LLC, Individual) Fusion Cuisine, Inc.

Business Name (if different): Gari

Manager of Record: Gary Huang

ABBC License Number (for existing licenses only): 077000026

Address of Licensed Premises: 1019 Great Plain Ave.

CITY/TOWN: Needham

STATE: MA

ZIP: 02492

Business Phone: (781) 444-9200

Cell Phone: (781) 223-1988

Email: ghdc_boston@yahoo.com

Website: TBD

2. Transaction:

- New License New Officer/Director Transfer of Stock Issuance of Stock
 Transfer of License New Stockholder Management/Operating Agreement

The following transactions must be processed as new licenses:

- Seasonal to Annual 6-Day to 7-Day License Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS: The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. Type of License:

- §12 Restaurant §12 Hotel §12 Club §12 Veterans Club
 §12 General On-Premise §12 Tavern (No Sundays) §15 Package Store

4. License Category:

- All Alcoholic Beverages Wine & Malt Beverages Only Wine or Malt Only
 Wine & Malt Beverages with Cordials/Liqueurs Permit

5. License Class:

- Annual Seasonal

6. Contact Person concerning this application (attorney if applicable)

NAME: Attorney Roy A Cramer

ADDRESS: 60 Walnut Street

CITY/TOWN: Wellesley STATE MA ZIP CODE 02481

CONTACT PHONE NUMBER: 781-943-4030 FAX NUMBER: 781-943-4040

EMAIL: rac@128law.com

7. Description of Premises:

Please provide a complete description of the premises to be licensed. The description should include the location of all entrances and exits.

Premises is approximately 1740 square feet, together with the basement. The entrance is located at 1019 Great Plain Ave. The exit is located in the back of the building exiting to a parking lot.

IMPORTANT ATTACHMENTS: The applicant must attach a floor plan with dimensions and square footage for each floor & room.

Occupancy Number: 112 Seating Capacity: 100

8. Occupancy of Premises:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS: The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Trust Other

Name: Heffernan Associates Nominee Trust Phone: (781) 444-2736

Address: 99 Whitman Road City/Town: Needham State MA Zip 02492

Initial Lease Term: Beginning Date 3/1/2012 Ending Date 3/1/2022

Renewal Term: 10 years Options/Extensions at (2) 5 yr options Years Each

Rent: \$48,000.00 per year Rent: \$4,000.00 per month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes No

IMPORTANT ATTACHMENTS: If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest in the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.

9. Licensee Structure:

The Applicant is a(n):

Corporation

Other:

If the applicant is a Corporation or LLC, complete the following:

State of Incorporation/Organization: MA

Date of Incorporation/Organization: 8/16/2011

Is the Corporation publicly traded? Yes No **10. Interests in this License:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS: All individuals or entities listed below are required to complete a Personal Information Form.

Name	Title	Stock or % Owned	Other Beneficial Interest
Gary Huang	President	100%	

*If additional space is needed, please use last page.

11. Existing Interests in Other Licenses:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No **If yes, list said interest below:**

Name	License Type	Licensee Name & Address
Gary Huang	§12 Restaurant	Gari Cuisine Inc., 187 Harvard Street, Brookline, MA 02446
	Please Select	

*If additional space is needed, please use last page.

12. Previously Held Interests in Other Licenses:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No **If yes, list said interest below:**

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. Disclosure of License Disciplinary Action:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. Criminal Record:

Has any individual listed in §10 or who has a direct or indirect beneficial interest in this license ever been convicted of a municipal, state, federal or military crime? Yes No

If yes, the individual must provide an affidavit as to any and all charges as well as the disposition.

15. Citizenship and Residency Requirements for a (§15) Package Store License ONLY:

- Are all Directors/LLC Managers U.S. Citizens? Yes No
- Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
- Is the License Manager or Principal Representative a U.S. Citizen? Yes No
- Are all members and partners involved at least twenty-one years old? Yes No

16. Citizenship and Residency Requirements for (§12) Restaurant, Hotel, Club, General On Premise, Tavern, Veterans Club License ONLY:

- Are all Directors/LLC Managers U.S. Citizens? Yes No
- Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
- Is the License Manager or Principal Representative a U.S. Citizen? Yes No

17. Costs Associated with License Transaction:

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	\$119,000.00
C. Costs of Renovations/Construction:	\$25,000.00
D. Initial Start-Up Costs:	\$16,000.00
E. Purchase Price for Inventory:	
F. Other: (Specify)	
G: TOTAL COST	\$160,000.00
H. TOTAL CASH	\$22,000.00
I. TOTAL AMOUNT FINANCED	\$138,000.00

IMPORTANT ATTACHMENTS: Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash should include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

18. Provide a detailed explanation of the form(s) and source(s) of funding for the costs identified in §17 (include loans, mortgages, lines of credit, notes, personal funds, gifts):

Gari Cuisine, Inc. loan to President, Gary Huang - \$65,000
 Family gift total - \$73,000
 Personal funds - \$22,000

*If additional space is needed, please use last page.

19. List each lender and loan amount(s) from which "total amount financed" noted in subsections 17(I) will derive:

Name	Dollar Amount	Type of Financing
Gari Cuisine, Inc.	\$65,000.00	Loan

*If additional space is needed, please use last page.

Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

20. Pledge: (i.e. collateral for a loan)

Is the applicant seeking approval to pledge the license? Yes No

If **yes**, describe terms and conditions and to whom:

If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

If **yes**, to whom:

Number of Shares

Is the applicant pledging the inventory? Yes No

If **yes**, to whom:

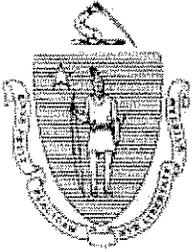
IMPORTANT ATTACHMENTS: If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

21. Construction of Premise

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

Currently an Italian restaurant, it will be remodeled to a Japanese restaurant. A sushi bar will be installed as well as some enhancements in the kitchen.

If all the information is not completed the application may be returned



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

August 16, 2011

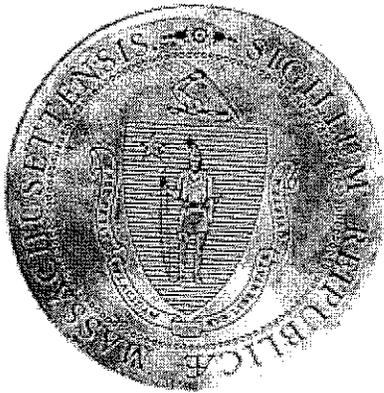
TO WHOM IT MAY CONCERN:

I hereby certify that

FUSION CUISINE, INC.

appears by the records of this office to have been incorporated under the General Laws of this Commonwealth on August 16, 2011.

I also certify that so far as appears of record here, said corporation still has legal existence.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

see Attachment v

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be amended by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
49 Green Street, Wakefield, MA 01880
- b. The name of its initial registered agent at its registered office: Gary Xiao Yong Huang
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Gary Xiao Yong Huang 49 Green street, Wakefield, MA 01880
 Treasurer: Gary Xiao Yong Huang same as above
 Secretary: Gary Xiao Yong Huang same as above
 Director(s): Gary Xiao Yong Huang same as above

- d. The fiscal year end of the corporation: July 31
- e. A brief description of the type of business in which the corporation intends to engage: Restaurant business

f. The street address of the principal office of the corporation:

49 Green Street, Wakefield, MA 01880

g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

49 Green Street, Wakefield, MA 01880

, which is

(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 15 day of August, 2011 by the incorporator(s):

Signature: X 

Name: Gary Xiao Yong Huang

Address: 49 Green street, Wakefield, MA 01880

ATTACHMENT 5

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or her, shall first offer it to the corporation through the Board of Directors, in the manner following:

He or she shall notify the Board of Directors of his/her desire to sell or transfer by notice in writing, which notice shall contain the price at which he or she is willing to sell or transfer. The directors shall within thirty (30) days thereafter, either accept or reject the offer on behalf of the corporation, by notice to him/her in writing of the Board of Directors' decision. In the event the selling stockholder did not receive any notice from the Board of Directors on his/her offer, said silence shall be deemed a rejection of the offer whereupon the selling stockholder shall have the right to sell or transfer said stock to any third party at the same price that was offered to the corporation. The selling stockholder will have to go through the aforementioned process if the price is different from that of the one offered to the corporation previously.

After the acceptance of the offer by the corporation through the Board of Directors, the parties shall enter into a purchase and sale agreement within fifteen (15) days of said notice of acceptance for said stock and complete the transaction within sixty (60) days of the date of the full execution of the purchase and sale agreement. If at the expiration of the aforementioned fifteen (15) days or sixty (60) days, no purchase and sale agreement has been fully executed or no closing has taken place in connection with said stock transfer (as the case may be), the selling stock holder shall be at liberty to dispose of the stock to any third party as herein provided.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20____, at _____ a.m./p.m. _____ time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

Name approval

TO BE FILLED IN BY CORPORATION
Contact Information:

C

M

Widdy S. Ho, Esq.
Ho & Moss Attorneys at Law
10 Tremont Street, Suite 200
Boston, MA 02108

Telephone: 617-728-4949

Email: widdyho@aol.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

FUSION CUISINE, INC.
ACTION OF SOLE DIRECTOR BY WRITTEN CONSENT

The undersigned, being the sole member of the Board of Directors of Fusion Cuisine, Inc., a Massachusetts corporation (the "Corporation"), hereby consents, pursuant to Section 8.21 of the Massachusetts Business Corporation Act, to the adoption of the following votes:

VOTED: That the Corporation apply to the Licensing Board for the Town of Needham, Massachusetts, for an alcoholic beverages license to be exercised on the premises located at 1019 Great Plain Avenue, Needham, Massachusetts (the "Premises").

VOTED: To authorize the Corporation's President to sign the application for the license and execute in the Corporation's behalf any necessary papers and to do all things required relative to the granting of the license.

VOTED: To appoint Gary Xiao Yong Huang, of Wakefield, Massachusetts, as the Corporation's manager, with as full authority and control of the Premises and of the conduct of all business therein relative to alcoholic beverages as the Corporation itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that said manager shall have all of the authority required by Sec. 26, Chap. 138, G.L.

IN WITNESS WHEREOF, this Consent, which may be signed in one or more counterparts (including by facsimile), all of which together shall constitute one instrument, has been executed by the undersigned and shall be filed with the Corporation's records to be treated for all purposes as votes taken at a meeting on the date first above stated.



Gary Xiao Yong Huang, Sole Director

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

Manager Application

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. Licensee Information:

Legal Name of Licensee: Fusion Cuisine, Inc. Business Name (d/b/a) Gari

Address: 1019 Great Plain Ave.

City/Town Needham State MA Zip Code 02492

ABCC License Number: 077000026 (If existing licensee) Phone Number of Premise (781) 444-9200

2. Manager Information:

Name: Gary Huang Cell Phone Number: (781) 223-1988

Are you a U.S. Citizen: Yes No Court and Date of Naturalization: 5/22/2008

(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

List the number of hours per week you will spend on the licensed premises: 40

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

If yes, attach an affidavit as to all charges and disposition.

Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe: Wine & Malt Beverages at 187 Harvard Street, Brookline, MA 02446

Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

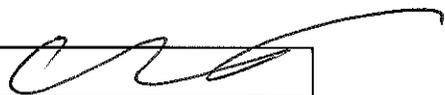
Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

2006-Present, President, Gari Cuisine, Inc., 187 Harvard Street, Brookline, MA 02446, 617-277-2999.

If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature



Date

9/18/2011

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

PETITION FOR TRANSFER OF OWNERSHIP

077000026

ABCC License Number

Needham, MA

City/Town

The licensee Restaurant Pomodoro, Inc. and the proposed transferee Fusion Cuisine, Inc. respectfully petition the Licensing Authorities to approve the following transfer of ownership.

Is the PRESENT licensee a Corporation/LLC duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Kevin Ryan	President	1 Howard Milton, MA	100
Kevin Ryan	Treasurer	Same	100
Kevin Ryan	Secretary	Same	100
Kevin Ryan	Director(s)	Same	100
Kevin Ryan	Stockholder(s)	Same	100

Is the PROPOSED transferee a Corporation/LLC, duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Gary Huang	President	49 Green Street, Wakefield, MA 01880	100%
Gary Huang	Treasurer	same as above	100%
Gary Huang	Secretary	same as above	100%
Gary Huang	Director(s)	same as above	100%
Gary Huang	Stockholder(s)	same as above	100%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:

Kevin Ryan

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

SIGNATURE OF PROPOSED TRANSFEREE:

[Signature]

Date Signed

9/19/2011

INDENTURE OF LEASE

8-31-2011 Rev 6

THIS INDENTURE OF LEASE made as of the Date of Lease below specified by and between Landlord and Tenant below specified. This lease is expressly subject to Tenant's buyout of existing Pomodoro Restaurant and shall not be valid or effective until the foregoing condition is met and satisfied which is to be completed no later than January 16, 2012.

WITNESSETH:

PART I

This Lease entered into this 31 day of August 2011 by and between HEFFERNAN ASSOCIATES NOMINEE TRUST, a Massachusetts Trust having its place of business at 99 Whitman Road, Needham, MA, 02492 (the "Landlord") and Fusion Cuisine, Inc., a Massachusetts corporation having its place of business at 1019 Great Plain Avenue, Needham, MA 02492 (the "Tenant").

1. DESCRIPTION OF PREMISES.

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant certain premises containing approximately 1740 square feet, together with the basement thereunder, located at 1019 GREAT PLAIN AVENUE, NEEDHAM, MA 02492 (the "Demised Premises"); any outdoor seating in the adjacent alley way is subject to all approvals including town of Needham to be obtained by tenant (the "Demised Premises").

The Demised Premises is leased "AS IS". After the date of commencement of the Term, Landlord shall have no obligation with respect to maintenance of any part of the Demised Premises or for any defect therein except as set forth herein. Landlord has not made and does not make any representations or warranties as to the physical condition, operation or legality of occupancy of the Demised Premises, all of which Tenant assumes the risk of, or any other matter or thing affecting or relating to the Demised Premises, except as in this Lease specifically set forth and Tenant hereby expressly acknowledges and represents that no such representations or warranties have been made or implied.

2. COMMENCEMENT DATE, RENT COMMENCEMENT DATE, DELIVERY, TERM.

- (a) The Commencement Date of this Lease is "Delivery" (as defined below).
- (b) The Rent Commencement Date is Ninety (90) days from Landlord Delivery, as is, or Tenant's opening for business, whichever shall occur first.
- (c) Delivery shall be, as is, upon Tenant's receipt of the "Permits" (as defined

X . Y . f . l

Ettt

below), which Tenant shall use diligent efforts to obtain, and Tenant's closing of the purchase of the assets of Pomodoro Restaurant (the "Closing"). "Permits" shall mean the approval of the Town of Needham of Tenant's application for parking waivers and building permit allowing Tenant to open for lunch in addition to dinner and that approval of the Alcoholic Beverages Control Commission for the transfer to Tenant of an All Alcoholic Beverages Restaurant License at the Premises, and all other licenses and permits, beyond the expiration of any appeal period without any appeal having been taken.

It is an express condition hereof that all Permits will be pursued with all due diligence and if not secured or if the Closing has not occurred by January 15, 2012, either Tenant or Landlord may terminate this Lease by giving written notice to the other prior to Tenant's receipt of the Permits and the Closing occurring.

(d) The term of this Lease shall be ten (10) years from the Rent Commencement Date (and if the Rent Commencement Date is not the first day a calendar month, then the first year shall include such partial month together with the next twelve months) with two (2) additional five (5) year options, as set forth in Exhibit "A", attached hereto. Landlord and Tenant agree to execute a Certificate confirming the Rent Commencement Date and the Lease Expiration date after Tenant opens for business in a form acceptable to Landlord

3. BASE RENT

Base Rent, payable in equal monthly installments, is as follows:

Year 1	\$4,000.00	Year 6	\$4,150.00
Year 2	\$4,050.00	Year 7	\$4,150.00
Year 3	\$4,050.00	Year 8	\$4,200.00
Year 4	\$4,100.00	Year 9	\$4,200.00
Year 5	\$4,100.00	Year 10	\$4,250.00

Commencing on the Rent Commencement date, all Base Rent, Real Estate taxes and operating expenses as independent, not mutually dependent obligations, shall be payable as provided herein on the first day of each and every month in advance during the term, without offset, deduction or demand.

4. REAL ESTATE TAXES; OPERATING EXPENSES.

Tenant shall pay, in addition to Base Rent, its "Pro Rata Share" of "Real Estate Taxes" and operating expenses (as such terms are defined below), which are collectively referred to as "Additional Rent". Landlord shall forward to Tenant Statements of usage and expenses. If Tenant shall have paid less than the amount set forth in the statement, Tenant shall pay the balance shown on the statement to Landlord within (30) days after the date of the Statement.

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For purposes of this Lease Real Estate Taxes are defined as all real estate taxes and assessments of any kind relating to the Property but not including income, intangible, franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions. There shall be excluded from Real Estate Taxes. Landlord represents that the annual fiscal year 2011 real estate tax bill on the entire Property of which the Demised Premises are a part was \$51,078.00 and the Property's annual operating expense budget with the property insurance for calendar year 2010 was \$5,421.48.

For purposes of this Article, Tenant's Pro Rata Share of real estate taxes and operating expenses is (15.36%) percent or annually at \$7,845.60 (\$653.80/month) and \$832.74 (\$69.40/month) respectively. It is understood and agreed that the actual amount will be adjusted annually based on the actual invoice.

4A. LATE PAYMENTS.

In the event any payments required of the Tenant under the terms of this Lease are not received by the Landlord within ten (10) days of the due date, the Tenant shall pay to Landlord a late charge in the amount of four (4) percent of said late payment for each month or a portion thereof that such payment shall remain unpaid, or the maximum amount permitted by law, whichever is less.

5. UTILITIES.

Tenant shall pay for all utilities directly to the utility company, which are separately metered, to the Demised Premises, including, but not limited to, gas, steam, water, electricity, sewer charges, telephone, transmission of intelligence and the like, including all utilities necessary for heating and air-conditioning the Demised Premises. Further, Tenant shall also pay for all utilities consumed on the Demised Premises from the date of delivery of possession thereof by Landlord to Tenant to the Rent Commencement Date. Landlord hereby represents that all utilities including the water to the Demised Premises are separately metered.

6. SECURITY DEPOSIT.

Tenant shall pay to Landlord the sum of \$8,000.00 (2 months) as security for the payment of rents and the performance and observance of the agreements and conditions in this Lease herein contained on the part of Tenant to be performed and observed, which sum shall be permitted to be co-mingled with all other Landlord's fund. One half of the security deposit shall be paid on the Commencement Date; the balance shall be paid on the Rent Commencement Date. In the event of any Default (as defined in Section 27), Landlord may apply said sum or any part thereof towards the curing of any such Default and/ or towards compensating Landlord for any loss or damage arising from any such Default, including, but not limited to, damage or deficiency in the reletting of the Demised Premises, whether such damage or deficiency accrued before or after summary proceeding or other reentry by Landlord. Landlord shall inform Tenant of the amount applied after the applicable grace period had expired with respect to the remaining balance of the security deposit only Upon the yielding up of the Demised Premises at the expiration or other termination of the term of this Lease, if Tenant shall not then be in default or otherwise liable to Landlord, said sum or the unapplied balance thereof shall be returned to Tenant. It is understood and agreed that Landlord shall always have the right to apply said sum, or any part thereof, as aforesaid in the event of any such Default, without prejudice to any other remedy or remedies which Landlord may have, or may

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pursue any other such remedy or remedies in lieu of applying said sum or any part thereof. In no instance shall the amount of such security deposit be considered a measure of liquidated damages. No interest shall be payable on said sum or any part thereof. If Landlord shall apply said sum or any part thereof as aforesaid, Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the security to its original amount.

Tenant further covenants that it will not assign or encumber or attempt to assign or encumber monies deposited herein as security, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

Whenever the holder of Landlord's interest in this Lease, whether it be the Landlord named in this Lease or any transferee of said Landlord, immediate or remote, shall transfer its interest in this Lease, said holder shall turn over to its transferee said sum of the unapplied balance thereof, and thereafter such holder shall be released from any and all liability to Tenant with respect to said sum, its application and return. Landlord shall inform Tenant of said transfer and the amount thereof in writing with respect to the security deposit only. The holder of any mortgage upon the property which includes the Demised Premises shall never be responsible to Tenant for said sum or its application or return unless said sum shall actually have received in hand by such holder.

7. USE AND PERMITS.

The Tenant shall have the right to occupy and use the Demised Premises solely for a full-service Sushi Style restaurant with all alcoholic beverages and never for any other purpose. Tenant shall conduct no auction, fire, bankruptcy, or going-out-of-business sale on the Demised Premises without the prior written consent of Landlord. Tenant covenants and agrees that Tenant promptly apply and pay for all licenses and permits which may be required for the Demised Premises. Landlord shall reasonably cooperate with Tenant in obtaining all licenses and permits in connection with such alterations, including without limitation, signing all applications for any licenses and permits within five (5) days of a request therefor.

Tenants covenants throughout the term, at Tenant's sole cost and expense, promptly to comply with, and cause the Demised Premises to be maintained in conformity with and not in any violation of, all laws, ordinances and by laws and the orders, rules, regulations and requirements of the federal, state and town governments and appropriate departments, commissions, boards, bureaus, agencies and offices thereof and the orders rules, regulations and requirements of the water, sewer, electrical, plumbing, zoning, buildings or other inspections departments of the Town of Needham, or the Board of Fire Underwriters (or any other body now or hereafter constituted exercising similar functions), provided however, that Tenant shall have no obligation to make structural changes to the Demised Premises (unless such structural alterations or repairs shall be required as a result of any alterations made by Tenant), to make alterations to the Building systems or otherwise make alterations that are the Landlord's responsibility elsewhere in this Lease. Tenant shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Demised Premises or the Building. Tenant, subject to local law, shall have access to the Demised Premises, 24 hours per day, and 7 days per week.

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8. **INSURANCE GENERALLY AND USE.**

The Tenant will not use or permit upon Demised Premises anything that will invalidate any policies of insurance now or hereafter carried on said Building. Tenant will pay all extra insurance premiums on said Building which may be caused by the use which said Tenant shall make of said Demised Premises. The Tenant will not use or permit on said Demised Premises anything that may be dangerous to life or limb; unreasonably objectionable noise or odor to escape or be emitted from said Demised Premises, or do anything or permit anything upon said Demised Premises in any way tending to create a nuisance; the Tenant will not use said Demised Premises in violation of any law, statute, municipal ordinance or by-law.

9. **INTENTIONALLY OMITTED.**

10. **SIGNS.**

Tenant, at its sole cost and expense, shall install a storefront sign on the Property however, in all instances, the size, type and location of said signage shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, and shall be in accordance with all Federal, State and Local Zoning Laws.

11. **KEYS.**

Landlord shall be released of any liability in the event Landlord has to enter the Demised Premises in emergency situations by various means, including but not limited to breaking down the door.

12. **ASSIGNMENT & SUBLETTING.**

Landlord shall not unreasonably withhold its consent to any proposed assignment or sublet (herein after referred to as a transfer). Tenant shall submit to Landlord in writing the terms and conditions of proposed transfer and the name of proposed Transferee, together with its most recent financial statement and other reasonable information, the nature and character of its business and the type of business to be operated at the leased premises, and the Landlord shall grant or withhold its consent to said transfer within (30) days thereafter.

In addition to a transfer as aforesaid, for the purpose of this lease, the term "transfer" shall also include (a) the sale or other transfer of a controlling interest in Tenant whether such sale or other transfer occurs at one time or in a series of related transactions, including without limitation, the sale, mortgage, pledge, hypothecation, encumbrance or other transfer of more than an aggregate of forty-nine percent (49%) of the shares or other ownership interests in Tenant other than to immediate family members by reason of gift or death.

If Tenant transfers this lease or sublets all or any part of the premises or requests consent of Landlord to any transfer, Tenant will pay Landlord as additional rent all of Landlord's cost related thereto, including, without limitation, Landlord's reasonable attorney's fees not to exceed \$750.00.

13. **ALTERATIONS & IMPROVEMENTS.**

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The Tenant shall not make alterations or additions to the Demised Premises, except for the installation of fixtures, security systems, equipment and cosmetic improvements that are necessary or desirable for the conduct of Tenant's business, unless the Landlord consents thereto in writing, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall provide Landlord with preliminary plans and specifications of expected improvement. All such allowed alterations shall be at Tenant's expense and shall be in quality at least equal to present construction. If alterations or improvements are to be substantial, Landlord reserves the right to reasonably approve the general contractor hired by the Tenant. Tenant shall not permit any mechanic's liens, or similar liens, to remain upon the Demised Premises for labor and material furnished to Tenant and shall in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith cost to Landlord. Tenant shall be responsible for obtaining all required permits for any such alterations and additions which shall meet all code requirements.

Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein, except that Tenant shall have the right to remove its trade fixtures and repair any damage resulting from such removal. All said removals and repairs shall be at the sole expense of the Tenant.

In the event the Landlord notifies Tenant in writing that unreasonable noise and/or odors are emanating from the Premises, Tenant shall, within ten (10) days after such notice from Landlord, commence to remedy such nuisance by various means, including installing, at its sole cost and expense, reasonable control devices or procedures to eliminate such noise and/or odors and shall complete such installations as expeditiously as possible by diligence and in good faith proceeding to completion. In the event Tenant fails to stop unreasonable noise and/or odors from emanating from the Premises in accordance with the preceding sentence, Landlord may, following written notice to Tenant, cure such failure on the part of the Tenant to eliminating such noise and/or odors and thereafter Tenant shall reimburse Landlord for the cost and expense incurred by Landlord within thirty (30) days after receipt of a reasonably detailed invoice.

Tenant shall, at its sole cost and expense, undertake all permitting, construction, fixturing, signage and improvements.

14. REPAIRS & MAINTENANCE.

Tenant shall keep the Demised Premises in a neat, clean, sanitary condition and shall keep it heated and in good repair, excepting only damage caused by fire or other casualty or taking by eminent domain, including but not limited to the following portions of the Demised Premises: the entire interior of the Demised Premises including walls and ceilings; all plumbing, electrical, sewage, air conditioning, ventilating and heating equipment and the wiring, pipes, motors and fixtures used in connection therewith; all plate glass, the exterior and interior portion of all doors and windows, molding and frames; floor coverings; all interior and exterior signs. For the purpose of this clause repairs shall be deemed to include replacement when necessary. Tenant shall be responsible for snow removal in front of the Demised Premises to the extent the same is not removed by the Town.

Tenant shall service and maintain the heating and air conditioning units. Tenant acknowledges that if Tenant does not obtain and maintain a contract for the regular service and maintenance of the heating and any air conditioning system (HVAC) in accordance with the

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manufacturer's recommended procedures, including at a minimum (a) periodic inspections and cleaning of entire system; (b) regular replacement of filters as necessary; (c) service calls as needed; and (d) repair and replacement of any part or component which proves defective during the term of the contract, Tenant runs a substantial risk of providing inadequate maintenance. At the end of the term, Tenant shall be required to yield up the Demised Premises, in the condition that would be reasonably expected had the system been serviced by a contract as described above.

The Landlord shall keep and maintain the following portions of the Building, foundation, roof, gutter, structural columns and beams, structural floors and joists, and exterior walls (excluding the interior surface thereof). The Landlord shall not be required to make repairs to any of the above described portions of the Building necessitated by act, default or negligence of the Tenant's officers, agents or employees, licensees, concessionaires or other occupants of the Demised Premises except as the result of casualty. The Landlord shall not be deemed to have committed a breach of any obligations to make any required repairs unless it shall have made such repairs negligently or unless it shall have received notice from the Tenant in writing designating the particular repairs needed and shall have failed to make such repairs within a reasonable time after the receipt of such notice; the Landlord's liability in either such case shall be limited to the cost of making the required repairs and in no event shall Landlord be liable for indirect or consequential damages. However Landlord, at its sole cost and expense, shall repair any roof leak.

15. INTENTIONALLY OMITTED.

16. INSURANCE

Tenant covenants and agrees with Landlord that during the term of this lease and for such time as Tenant shall hold the Demised Premises or any portion thereof, Tenant will maintain general commercial public liability insurance with respect to the Demised Premises, issued by insurance companies authorized to do business in Massachusetts, naming Landlord as additional insured and Tenant as insured, in single limit coverage of \$1,000,000 for injury or death to more than one person as a result of one accident and not less than \$100,000 for property damage. Tenant also agrees to obtain fire legal liability coverage on a so-called "special" form (formerly "all risks") agreed value in an amount equal to the replacement cost for improvements made by Tenant. Tenant shall also be required to replace the glass at the Demised Premises. Tenant shall have the option to either self-insure or purchase glass insurance. Tenant shall deliver to Landlord the policies of such insurance or certificates thereof, at least 15 days prior to the expiration of the policy it renews. Such policy shall require written notification to Landlord at least 15 days prior to any cancellation thereof.

Landlord shall maintain at all times during the term of this Lease (a) property insurance against direct physical loss or damage to the Building on a so-called "special" form (formerly "all risks") agreed value in an amount he reasonably determines advisable (b) reasonable amounts of liability insurance covering the Property.

Notwithstanding anything to the contrary in this Lease, Tenant and Landlord covenant that with respect to any fire or property insurance coverage carried by either Tenant or Landlord in connection with the Demised Premises or the Building, whether or not such insurance is required by the terms of this Lease, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against Landlord, its agents, servants and employees under Tenant's insurance policies or against Tenant, its agents, servants and employees under Landlord's insurance policies. Each party hereby releases the

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other with respect to any claim which it might otherwise have against the other party for loss, damage or destruction of or to its property to the extent such damage is or would be covered by policies of insurance required by this Lease to be carried by the respective party hereunder.

17. **INTENTIONALLY OMITTED.**

18. **INTENTIONALLY OMITTED.**

19. **INDEMNIFICATION.**

Tenant agrees to indemnify and save harmless the Landlord from and against (subject to the provisions of Massachusetts General Laws, Chapter 186, Section 15) any and all injury, loss or damage and any and all claims therefor, to any person or property of any nature caused wholly or in part by any action, omission or negligence of the Tenant, Tenant's employees, invitees, agents, contractors, suppliers, licensees or anyone claiming under Tenant, which should occur in or about the Demised Premises, the Building. Landlord shall not be liable for any injury, loss or damage to the person or property of the Tenant, Tenant's employees, invitees, agents, contractors, suppliers, licensees or anyone claiming under the Tenant, which is caused by any action, omission or negligence on the part of the Tenant.

Landlord shall give Tenant prompt notice of any injury, loss, claim or damage for which Tenant is alleged to be liable, and Tenant shall have the right to defend same.

20. **[INTENTIONALLY OMITTED]**

21. **LANDLORD'S ACCESS TO PREMISES.**

Upon reasonable notice and at reasonable times, Tenant agrees to permit the Landlord or its designees to enter the Demised Premises, or to exhibit same for purposes of sale, mortgage, or during the final six months of the Term, for lease. The Landlord reserves the right to enter the Demised Premises at any time in case of emergency.

22. **INTERRUPTION OF SERVICES.**

Tenant agrees not to hold the Landlord liable for cessation of any service rendered customarily to the Demised Premises or agreed to by the terms of this Lease, when such cessation is attributable to a cause or causes beyond the reasonable control of the Landlord, or is due to any accident, to the making of repairs, alterations or improvements if such service is restored with reasonable promptness.

Landlord shall not be liable for any compensation or reduction of rent by reason of inconvenience or annoyance or for the loss of business arising from the necessity of Landlord or its agents entering the Premises for any of the purpose authorized in this Lease or for maintaining any portion of the Building however the necessity may occur. If Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause beyond Landlord's reasonable control, Landlord shall not be liable to Tenant therefore, nor, except as expressly otherwise provided in case of casualty, shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure

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constitutes actual or constructive, total or partial, eviction from the Premises. In no event shall Landlord be liable for indirect or consequential damages.

23. LOSS OR DAMAGE TO PROPERTY.

Subject to the provisions of Massachusetts General Laws, Chapter 186, Section 15, all property of any kind that may be upon the Demised Premises during the continuance of the Lease shall be at the sole risk of the Tenant, or those claiming through or under Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the use or abuse of the water or by the leaking or bursting of water pipes or drains, or in any other way or manner, no part of said loss or damage shall be charged to or borne by the Landlord.

24. OIL AND HAZARDOUS MATERIAL INDEMNITY.

Tenant shall not cause or permit any Oil and Hazardous Material to be brought upon, kept, or used on or about the Demised Premises by Tenant, its agents, employees, contractors or invitees, without prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Oil and Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Oil and Hazardous Material so brought upon or used or kept in or about the Demised Premises). If Tenant breaches the obligations stated in the preceding sentence, or if presence of Oil and Hazardous Material on the Demised Premises caused or permitted by Tenant results in contamination of the Demised Premises, or if contamination of the Demised Premises by Oil and Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damages resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Oil and Hazardous Material present in the soil or ground water on or under the Demised Premises caused or permitted by Tenant. Without limiting the foregoing, if the presence of any Oil and Hazardous Material on the Demised Premises caused or permitted by Tenant results in any contamination of the Demised Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any Oil and Hazardous Material to the Demised Premises; provided that Landlord's approval of such actions shall be first obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Demised Premises. If Tenant receives from any federal, state or local governmental agency any notice of violation or alleged violation of any Hazardous Waste Law, including those listed below, or if Tenant is obligated to give any notice under any Hazardous Waste Law, Tenant agrees to forward to Landlord a copy of such notice within five (5) business days of Tenant's receipt or transmittal thereof. In the event that Landlord has reasonable grounds for believing that there has been a release of Oil and Hazardous Materials in the Demised Premises, at Landlord's request from time to time during, and upon the expiration of, the Term of this Lease, Tenant shall cause the Demised Premises and, if Tenant's activities may have affected the Building and Land related thereto, the Building and such Land to be inspected by a qualified professional satisfactory to Landlord for the presence of any material or substance prohibited or regulated under any hazardous Waste Law, including those listed below, and

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to obtain and forward to Landlord the professional's written report setting forth the scope and results of such inspection.

As used herein, the term "Oil and Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the Commonwealth of Massachusetts or the United States Government. The term "Oil and Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under Massachusetts General Laws, Chapter 21E, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1321, (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601), (vii) defined as a "regulated substance" pursuant to Subchapter D, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Sec. 6991 et seq.

Landlord hereby indemnifies and holds Tenant harmless from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature relating to the presence and/or release of any Oil and Hazardous Material (a) on or about the Property existing as of the date of this Lease, and (b) on or about the Property anytime after the date of this Lease and caused by Landlord, its agents, contractors, or employees.

25. QUIET ENJOYMENT.

The Landlord agrees that upon the Tenant's paying the rent and performing and observing the terms, provisions, conditions and covenants on its part to be performed and observed, the Tenant shall, and may, peaceably and quietly have, hold and enjoy the Demised Premises as herein provided without any manner of hindrance or molestation from the Landlord or anyone claiming under the Landlord.

26. PAYMENT OF COSTS.

The Tenant agrees to pay, on demand, Landlord's expenses, including reasonable attorneys' fees (and the allocable portion of salaries of employees of Landlord or of affiliates engaged in such enforcement), incurred in curing any default by Tenant under this Lease or, in enforcing any obligation of Tenant under this Lease, including without limitation expenses incurred pursuant to the following: (a) an administrative or legal action to recover rent, additional rent or other payments due under the Lease, (b) a lawsuit to terminate this Lease and to recover possession of the Demised Premises, and (c) a lawsuit brought by Tenant against Landlord (or any of its employees, agents or officers) in which Landlord obtains a final, unappealable judgment on all Tenant's allegations. Under no conditions shall either party be responsible for consequential, indirect or special damages. Landlord shall reimburse Tenant, on demand, for all reasonable attorneys' fees incurred by Tenant if Tenant prevails in any litigation against Landlord.

27. DEFAULT & ENTRY.

The following conditions shall each be considered a "Default" by Tenant:

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(a) A failure by Tenant to pay when due any installment of rent or any other payment required to be made by Tenant hereunder, provided, however, if any such failure shall occur only twice in a calendar year, such failure shall not be an event of default if payment is made within five (5) business days after notice of such failure is given to Tenant, it being agreed that any later failure of Tenant timely to pay any rent or any other payment required under this Lease which was due within such calendar year shall be an Event of Default without any requirement of notice and without any grace period; or

(b) if the estate hereby created shall be taken on execution or by other process of law; or

(c) if the Tenant shall be liquidated or dissolved or be declared insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, or if any proceedings, including without limitation proceeding for reorganization or for an "arrangement", shall be commenced by the Tenant, or against the Tenant under any bankruptcy or insolvency law now or hereunder enacted and the same shall not be dismissed within ninety (90) days from the time of their commencement provided Tenant is actively contesting the proceeding, or

(d) if a receiver, guardian, conservator, trustee or assignee, or any other similar officer or person shall be appointed to take charge of all or any part of the Tenant's property; or

(e) if any court shall enter an order with respect to the Tenant providing for the modification or alteration of the rights of creditors; or

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if Tenant shall fail to cure any other breach of any of the other terms, provisions, conditions, or covenants contained in this Lease on the Tenant's part to be performed or observed within thirty days after written notice from Landlord to Tenant unless the cure is impossible to achieve within thirty days, in which case the thirty day period shall be extended for the number of days required to cure.

In the event of a Default (notwithstanding any license, or any former breach of covenant or waiver of the benefit thereof, or consent in a former instance), the Landlord shall have the right at its election, then or at any time thereafter during the continuance of the Default, either (1) to give the Tenant written notice that this Lease is terminated on the date of such notice or on any later date specified therein, and on the date specified in such notice, the Tenant's right to possession of the Demised Premises shall cease and this Lease shall thereupon be terminated, or (2) without demand or notice, to re-enter and take possession of the Demised Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate and expel the Tenant and those claiming through or under the Tenant and remove the effects of both or either without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants. The Tenant hereby waives all statutory rights (including without limitation of redemption, if any) to the extent such rights may be lawfully waived. The Landlord, without notice to the Tenant, may store the Tenant's effects, and those of any person claiming through or under the Tenant at the expense and risk of the Tenant, and, if the Landlord so elects, may sell effects at public auction and apply the net proceeds to the payment of all sums due to the Landlord from the Tenant, if any, and pay over the balance, if any, to the Tenant. Should the Landlord elect to re-enter as herein provided or should the Landlord take possession pursuant to legal proceeding or pursuant to any notice provided for herein or by law, the Landlord may either

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terminate this Lease or, without terminating this Lease, re-let the Demised Premises or any thereof from time to time for such term or terms, which may be for a period extending beyond the terms of this Lease and at such rental or rentals and upon terms and conditions as the Landlord may deem advisable with the right to make alterations and repairs to the Demised Premises. No such re-entry or taking possession of the premises by the Landlord shall be construed as an election on the Landlord's part to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction. Landlord shall use reasonable efforts to mitigate damages hereunder or otherwise as required by applicable law.

No termination or repossession provided for in this clause shall relieve the Tenant of its liability and obligations under this Lease, all of which shall survive such termination or repossession. In the event of any such termination or repossession, the Tenant shall pay the rent and all Additional Rent and other sums as hereinbefore provided up to the time of such termination; and thereafter the Tenant, until the end of what would have been the term of this Lease in the absence of such termination or repossession and whether or not the Demised Premises shall have been re-let shall be liable to the Landlord for and shall pay the Landlord as liquidated current damages (a) the rent and other charges which would be payable hereunder if such termination or repossession had not occurred less (b) the net proceeds, if any, of any reletting of the Demised Premises, after deducting all the Landlord's expenses in connection with such reletting, including without implied limitation all repossession costs, warehouse charges, brokerage commissions, attorneys' fees, salaries or employees, alteration costs, and expense of preparation for such reletting. The Tenant shall pay such current damages to the Landlord on the days on which the Rent would have been payable hereunder if this Lease had not been terminated; and the Landlord shall be entitled to receive the same from the Tenant on each such day.

At any time after any such termination or repossession, whether or not the Landlord shall have collected any current damages, the Landlord shall be entitled to recover from the Tenant and the Tenant shall pay to the Landlord, on demand as liquidated final damages and in lieu of all current damages beyond the date of payment of the final damages, a sum equal to the present value of the amount, if any, by which the Rent and other charges which would be payable hereunder from the date of such payment (or, if it be earlier, the date to which the Tenant shall have satisfied in full its obligation under this Clause to pay current damages) for what would be the then unexpired term if the same had remained in effect shall exceed the then fair net rental value of the Demised Premises for the same period. If any statute or rule of law governing a proceeding in which such liquidated final damages are to be proved shall validly limit the amount thereof to an amount less than the amount allowable hereunder, then the amount of such liquidated final damages shall be limited to the maximum allowable under such statute or rule of law. For purpose of this clause, the rent reserved hereunder shall be deemed to be an amount equal to the highest of the total yearly Rent and Additional Rentals paid by the Tenant in any Lease Year preceding such termination or repossession.

If Tenant shall default in the performance or observance of any agreement or condition in this Lease other than an obligation to pay money to Landlord, and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter and upon prior written notice to Tenant, cure such default for the account of Tenant, and any amount paid of contractual liability incurred by Landlord in so doing

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shall be deemed paid or incurred thereof, or save Landlord harmless therefrom; provided, however, same is necessary to provide and to protect the real estate or Landlord's interest therein, or to prevent injury or damages to persons or property. Tenant shall reimburse Landlord upon thirty (30) days demand for any amount paid for the amount of Tenant.

28. MITIGATION OF DAMAGES.

(a) Both Landlord and Tenant shall each use commercially reasonable efforts to mitigate any damages resulting from a default of the other party under this Lease.

(b) Landlord's obligation to mitigate damages after a default by Tenant under this Lease shall be satisfied in full if Landlord undertakes to Lease the Demised Premises to another Tenant (a "Substitute Tenant") in accordance with the following criteria:

- (1) Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Demised Premises until Landlord obtains full and complete possession of the Demised Premises including, without limitation, the final unappealable legal right to re-let the Demised Premises free of any claim of Tenant.
- (2) Landlord shall not be obligated to offer the Demised Premises to a prospective tenant when other premises in the Building suitable for that prospective tenant's use are (or soon will be) available.
- (3) Landlord shall not be obligated to lease the Demised Premises to a Substitute Tenant for a rental less than the current fair market rental then prevailing for similar retail uses in comparable buildings in Needham, Massachusetts, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Building.
- (4) Landlord shall not be obligated to enter a lease with any proposed tenant whose use would:
 - (i) Disrupt the tenant mix or balance of the Building;
 - (ii) Violate any restriction, covenant, or requirement contained in the lease of another tenant of the Building;
 - (iii) Adversely affect the reputation of the Building; or
 - (iv) Be incompatible with the operation of the Building as a first class Building.
- (5) Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant which does not have, in Landlord's reasonable opinion sufficient financial resources or operating experience to operate the Demised Premises in a first class manner.

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(6) Landlord shall not be required to expend any amount of money to alter, remodel, or otherwise make the Demised Premises suitable for use by a proposed Substitute Tenant unless:

(i) Tenant pays any such sum to Landlord in advance of Landlord's execution of a Substitute Lease with such tenant (which payment shall not be in lieu of any damage or other sums to which Landlord may be entitled as a result of Tenant's default under this Lease); or

(ii) Landlord, in Landlord's sole discretion, determines that any such expenditure is financially justified in connection with entering into any such Substitute Lease.

(c) Upon compliance with the above criteria regarding the releasing of the Demised Premises after a default by Tenant, Landlord shall be deemed to have fully satisfied Landlord's obligation to mitigate damages under this Lease and under any law or judicial ruling in effect on the date of this Lease or at the time of Tenant's default, and Tenant waives and releases, to the fullest extent legally permissible, any right to assert in any action by Landlord to enforce the terms of this Lease, any defense, counterclaim, or rights of setoff or recoupment respecting the mitigation of damages by Landlord, unless and to the extent Landlord maliciously or in bad faith fails to act in accordance with the requirements of this Clause 28.

(d) Tenant's right to seek damages from Landlord as a result of a default by Landlord under this Lease shall be conditioned on Tenant taking all actions reasonably required, under the circumstances, to minimize any loss or damage to Tenant's property or business, or to any of Tenant's officers, employees, agents, invitees, or other third parties that may be caused by any such default of Landlord.

29. WAIVER.

No assent, express or implied, to any covenant or condition herein contained to be performed or observed, and no waiver, express or implied, of or failure to insist in the prompt performance or observance of any such covenant or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same or any other covenant or condition. The acceptance of rent by the Landlord or other payments hereunder or silence as to any breach shall not be construed as waiving any rights hereunder unless such waiver is in writing. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due on account of rent to the Landlord from the Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying said check shall not be deemed an accord and satisfaction, and the Landlord may accept said check without prejudice to recover the balance or pursue other remedy.

30. FIRE, CASUALTY OR EMINENT DOMAIN.

Should the Demised Premises or the Building be damaged by fire or other casualty to the extent of thirty percent or more of their insurable value, or should thirty percent or more of the Demised Premises or the Building, or access thereto, be taken by eminent domain, the Landlord may elect to terminate this Lease by giving Tenant written notice within thirty (30) days of such occurrence, and such termination shall be effective thirty (30) days following such notice. When

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such fire, casualty or taking renders the Demised Premises substantially unsuitable (as defined above of 30%) for their intended use, a just and proportionate abatement of rent shall be made as of the date of damage or taking, and notwithstanding any other provision in this Lease to the contrary, the Tenant may elect to terminate this Lease if:

- (a) Said fire, casualty or taking occurs within the last six months of the terms of this Lease, or
- (b) The Landlord fails to give written notice thirty (30) days of said fire, casualty or taking of its intention to restore Demised Premises, or
- (c) The Landlord fails to restore the Demised Premises to a condition substantially similar as prior to such occurrence within ninety (90) days of said fire, casualty or taking.

The Landlord reserves and the Tenant grants to the Landlord, all rights which Tenant may have for damages or injury to the Demised Premises or for taking by eminent domain, except for damage to the Tenant's fixtures, property or equipment, and except for relocation expenses.

Tenant shall, at Tenant's own expense, repair or replace such of Tenant's fixtures, furniture, improvements and equipment as may be required as a result of such damage or taking.

In the event that the whole of the Demised Premises shall be condemned or taken in any manner for any public or quasi-public use, this lease and the term and estate hereby granted shall forthwith cause and terminate as of the date of vesting of title.

In the event of any condemnation or taking hereinabove mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title, and interest of Tenant now and hereafter arising in or any part thereof, and Tenant shall be entitled to receive no part of such award. Notwithstanding the foregoing, Tenant shall be entitled to appear and claim, prove and receive in said condemnation proceeding an award that represents the then value of installations made by Tenant in the Demised Premises at Tenant's expense and for Tenant's trade fixtures.

Notwithstanding the provisions of this Clause 30, if the Demised Premises or any other portion of the Building is damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, contractors, licensees, or invitees, the Rent under this Lease will not be diminished during the repair of that damage.

31. RESTORATION OF PREMISES.

If the Demised Premises shall be damaged or destroyed by fire or other casualty or damaged, destroyed or appropriated by any such taking or act, and if this Lease is not terminated by or because of such damage, destruction or appropriation, Landlord, within sixty (60) days after the occurrence of such damage, destruction or appropriation, shall commence, at its sole cost and expense, to repair and restore the Demised Premises to their condition prior to such damage, destruction or appropriation.

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From the date of the vesting of title in such condemnation proceedings to the date of the completion of the repairs and restoration of the Demised Premises, there shall be an abatement of the annual minimum fixed rent, except for the portion of the Demised Premises, if any, that Tenant in its discretion shall determine to be usable for its business.

After the repairs and restoration have been completed following the partial taking, the annual minimum fixed rent for the unexpired term shall be reduced by that proportion which the area so taken shall bear to the entire area of the Demised Premises immediately prior to such taking.

32. EXPIRATION OF LEASE.

Tenant shall at the expiration of the term thereof, as the same may be extended, or upon the earlier termination of this Lease remove from the Demised Premises all its goods and effects, including any signs, and the goods and effects of all persons claiming under it and shall quit and deliver up the Premises and all erections, additions and improvements made to or upon the same to the Landlord or its attorney, peaceably and quietly in as good order and condition as the Demised Premises are in at the commencement of the term or as they may be put in during the term of this Lease, fire and unavoidable casualty and reasonable wear and tear only excepted.

33. REMOVAL OF TENANT'S TRADE FIXTURES AND OTHER PROPERTY.

Notwithstanding any provision herein to the contrary, all trade fixtures owned by Tenant may be removed by the Tenant at the expiration or sooner termination of this Lease, or any extension thereof. The Tenant shall repair in a good and workmanlike manner all damage caused by the installation or removal of such trade fixtures, and shall hold the Landlord harmless and indemnified from all costs and expenses which Landlord may incur as a result of Tenant's failure to so repair.

In the event of the Tenant's failure to remove any of Tenant's property other than trade fixtures from the Demised Premises, Landlord, after notice to the Tenant, is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, upon seven (7) days notice, any or all of the property not so removed and to apply the net proceeds or such sale to the payment of any sum due hereunder.

No surrender to Landlord of this Lease or of the Demised Premises or any part thereof or of any interest therein by Tenant shall be valid or effective unless required by the provision of this Lease or unless agreed to by and accepted in writing by Landlord. No act on the part of any representative or agent of Landlord, and no act on the part of Landlord other than such a written agreement and acceptance by Landlord, shall constitute or be deemed an acceptance of any such surrender.

34. SUBORDINATION.

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, and the lien or liens on the property of which the Demised Premises are a part. It shall be a condition of Tenant's obligation to subordinate this Lease as aforesaid that such holder or prospective holder shall agree

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with Tenant that if it shall succeed Landlord in this Lease by foreclosure or other action taken under its mortgage, it shall not disturb Tenant's right in possession of the Demised Premises and recognize all of the terms and provisions of this Lease.

In confirmation of the foregoing, such holder and Tenant shall execute and deliver any written instruments in commercially reasonable form.

Landlord hereby represents that as of the date of this Lease, there are no outstanding mortgages, deeds of trust or other instruments in the nature of a mortgage affecting the Property.

If any proceedings are brought for the foreclosure of the Premises, or if the power of sale under a mortgage is exercised, then Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease, provided such purchaser recognizes Tenant under this Lease.

No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to terminate this Lease, shall result in a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of which Tenant has been given written notice, if any, specifying the act on the part of Landlord which could or would give basis to Tenant's rights; and (ii) such mortgagee, after receipt of such notice, has failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Clause shall be deemed to impose any obligation on any such mortgagee to correct or cure any condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the mortgaged Premises if the mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist, provided however that "reasonable time" shall not exceed 120 days.

35. ESTOPPEL CERTIFICATE.

Within twenty days of request of any interested party, Landlord and Tenant shall execute an estoppel certificate addressed to the requesting party. The estoppel certificate shall include such information as the requesting party may reasonably request concerning the instruments comprising the Lease, parties to or interested in this Lease, payments, notices, exercises of extensions, and other actions taken or made pursuant to the Lease, defaults, claims or controversies under the Lease, and like matters.

36. HOLDING OVER.

If Tenant or anyone claiming under Tenant shall remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease without any agreement in writing between Landlord and Tenant with respect thereto prior to acceptance of rent by Landlord, the person remaining in possession shall be deemed a Tenant at Sufferance and after acceptance of rent by Landlord the person remaining in possession shall be deemed a Tenant at Will, subject to the provisions of this Lease, including liability for Additional Rent and real estate taxes and operating expenses, as provided for in Section 4, insofar as the same may be made applicable to a Tenancy at Will.

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37. **LANDLORD'S LIABILITY**

Tenant agrees to look only to Landlord's interest in the Property (and the proceeds thereof) for satisfaction of any claim or for the enforcement of a judgment, award or any other judicial decree against Landlord hereunder and not to any other property or assets of Landlord, it being intended that there will be absolutely no personal liability on the part of the Landlord, its shareholders, officers, employees or agents. If Landlord transfers its interest in the Property (or part thereof which includes the Demised Premises), the terms of this lease shall continue. Then from and after such transfer Tenant shall look solely to the interests in the Property (and proceeds thereof) of Landlord's transferee for the performance of all of the obligations of Landlord hereunder. The obligations of Landlord shall not be binding on any shareholders, partners (or trustees or beneficiaries), of Landlord.

38. **MISCELLANEOUS PROVISIONS.**

In the event that either party shall be delayed or hindered in or prevented from the performance of any act hereunder, other than paying money, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, newly enacted restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party of this Lease, then performance of such act shall be excused for the period of delay and the period of such party's performance of any such delay. The provisions of this Section shall in no event operate to excuse the Tenant from the prompt payment of Rent, Additional Rent or any other payments required by this Lease. In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payments, for the delays in the collection of such proceeds or awards. The party claiming the benefit of this section shall give prompt written notice thereof to the other party and use commercially reasonable efforts to minimize the time of such delay.

(b) The Tenant shall not record this Lease. Upon request by either party, the other party shall execute a notice of lease in statutory form setting forth the Commencement Date, Lease Term and Extension Options, if any, and such other information as may be required by Massachusetts General Laws, Chapter 183, Section 4 or any successor statute. The notice of lease shall include a statement that it is not intended to and shall not alter the terms of the Lease.

39. **SEPARABILITY OF PROVISIONS.**

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, and the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

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40. NOTICES.

Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be (i) by hand delivery, (ii) by registered or certified mail, return receipt requested, postage prepaid, or (iii) by a reliable overnight courier (such as Federal Express) furnishing a receipt upon delivery:

If intended for Landlord, addressed to it at Landlord's Address, at 99 Whitman Road, Needham, MA, 02492 with a copy to William M. O'Brien, Esq., 545 Concord Avenue, Suite 400, Cambridge, MA 02138, or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice;

If intended for Tenant, addressed to it at Tenant's Address, 49 Green Street, Wakefield, MA 01880 with a copy to Widdy S. Ho, Esq. Ho & Moss, 10 Tremont Street, Suite 200, Boston, MA 02108 or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice.

The same shall be deemed to be delivered on the earlier of (a) the date received, or (b) the date of delivery, refusal, or non-delivery if and as indicated on the return receipt of the United States Postal Service or of such overnight courier.

41. DEFINITIONS & INTERPRETATIONS

(a) The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or admits the persons named herein as Landlord and as Tenant respectively and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. Except as hereinafter provided otherwise, the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its heirs, legal representatives, successors and assigns, and shall ensure to the benefit of Tenant and its heirs, legal representatives, successors and assigns; and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and its heirs, legal representatives, successors and assigns and shall ensure to the benefit of Landlord and its heirs, legal representatives, successors and assigns. [covered by Sec. 37 above].

(b) If Tenant shall consist of more than one person or if there shall be a guarantor of Tenant's obligations, then the liability of all such persons, including the guarantor, if any, shall be joint and several and the word "Tenant" as used in this Lease, shall be deemed to mean any one of such persons.

(c) [INTENTIONALLY OMITTED]

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(d) This instrument contains the entire and only agreement between the parties, and no oral statements or representation or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing subscribed by both parties.

(e) Wherever in this Lease provisions is made for the doing of any act by person, it is understood and agreed that said act shall be done by such person at its own cost and expense unless a contrary intent is expressed.

(f) If all or any part of Landlord's interest in this Lease shall be held by a trust, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder, Landlord's covenants and agreements shall be binding upon the trustees of said trust as a trustees as aforesaid and not individually and upon the trust estate.

42. ARBITRATION.

Any and all controversies or claims arising out of this Lease or involving the interpretation thereof shall be settled by arbitration in the City of Boston in the Commonwealth of Massachusetts in accordance with the commercial arbitration rules of the American Arbitration Association.

The parties hereby irrevocably waive any and all rights to resolve a dispute in a manner which is contrary to the provisions of this Clause. The parties shall at all times conduct themselves in strict, full, complete, and timely accordance with the terms of this Clause and all attempts to circumvent the terms of this Clause shall be absolutely null and void and of no force or effect whatsoever.

The Arbitrator(s) shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The parties will submit discovery schedules to the Arbitrator(s) at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator(s). The Arbitrator(s) shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries or testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised so as to limit the scope of discovery to the amount of discovery which the Arbitrator(s) determines to be reasonable under the circumstances.

The parties may offer such evidence as is relevant to the dispute. The Arbitrator(s) shall be the judge of relevance and materiality.

The Arbitrator(s) shall issue the award as soon as reasonably possible following the conclusion of the arbitration hearing, but in no event later than thirty (30) days after the conclusion of the arbitration hearing. The Arbitrator's award shall be based on the evidence introduced at the hearing including all logical and reasonable inferences therefrom. The Arbitrator(s) may make any determination, and/or grant any remedy or relief that is just and equitable; provided, however, in no event may the Arbitrator(s) award punitive damages.

The Arbitrator may award costs, including, without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator(s) in the Arbitrator(s) discretion. The Arbitrator's fee and costs shall be paid by the non-prevailing party as determined by

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the Arbitrator(s) in his discretion. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of dispute is the closer to that adopted by the Arbitrator.

The award shall be conclusive and binding. This Clause shall be specifically enforceable and judgment upon the award rendered and may be entered in any court, state or federal, having jurisdiction of the parties. The award of the Arbitrators shall be a condition precedent to any legal action in conformity with M.G.L. c.251.

43. BROKERAGE

It is understood that Colliers International is the sole broker in this transaction and shall be paid directly by Landlord in a separate agreement whereas Atlantic Restaurant Group, Inc. is the sole broker for the restaurant transaction, the commission of which is paid by Kevin Ryan of Pomodoro.

44. Non-Competition. Landlord agrees not to lease, assign or sublet the whole or any part of the Property/Building of which the Demised Premises are a part to any other Asian restaurant, with the exception of the existing Bagels Best.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and common seals as the date first above written:

Landlord:

HEFFERNAN ASSOCIATES NOMINEE TRUST

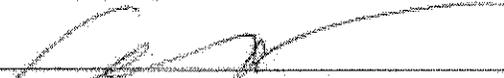


By: Elizabeth A. Heffernan

Title: General Partner

Tenant:

Fusion Cuisine, Inc.



By: Gary Huang

Title: President

INDIVIDUAL GUARANTEE:

For value received the receipt and sufficiency of which are acknowledged the undersigned Guarantor guarantees full and prompt payment of rent hereunder and performance of all terms and conditions in this lease not to exceed the sum of one (1) year of rent payment.

Signed this 31 day of August 2011.



GUARANTOR: GARY HUANG

Executed under seal

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Exhibit "A"

EXTENSION OPTION

If this Lease is in full force and effect, the Tenant shall have the right to extend the term of this Lease for two (5) year extension terms provided written notice of the election of such option shall be sent by Tenant to Landlord and received by landlord at least six (6) months prior to the expiration of the initial term of this Lease or of the successor term. The rent option for the periods shall be at Fair Market Rent, not to be less than the year ten rent for the first option but not to exceed three (3%) percent per year, and not less than the year fifteen (15) rent for the second option but not to exceed three (3%) percent per year, in addition to the terms herein. It shall be a condition of the validity of the exercise of such options that Tenant, at the time required herein for the exercise of said options, and upon the commencement of the option period, shall not be in default under this Lease beyond the expiration of any applicable grace period and if at either such time the applicable grace period shall not have expired, the condition shall be determined upon the expiration of the grace period. If said option is duly exercised, the term of this Lease shall be automatically extended without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in the Lease, except as set forth herein.

Fair Market Rent shall be the rent being paid for premises comparable to the Demised Premises in Needham, taking into account all relevant factors, including Tenant's obligation to pay its proportionate share of operating expenses and taxes, and any concessions then being offered in the market. Fair Market Rent will be determined in this way:

- (1) Landlord and Tenant will have thirty (30) days after Landlord received the Option Notice within which to agree on the then-fair market rental value of the Premises. If they agree on the Monthly Rent for the Option Period within thirty (30) days, they will amend this Lease by stating the Monthly Rent for the Option Period.
- (2) If they are unable to agree on the Monthly Rent for the Option Period within thirty (30) days, then, the Monthly Rent for the Option Period will be the then-fair market rental value of the Premises as determined in amounts by appraisers.
- (3) Within seven (7) days after the expiration of the thirty (30) day period, Landlord and Tenant will each appoint a real estate broker with at least five (5) years' full-time

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commercial brokerage experience in the area in which the Premises are located to appraise the then-fair market rental value of the Premises. If either Landlord or Tenant does not appoint a broker within ten (10) days after the other has given notice of the name of its broker, the single broker appointed will be the sole broker and will set the then-fair market rental value of the Premises. If two (2) brokers are appointed pursuant to this paragraph, they will meet promptly and attempt to set the then-fair market rental value of the Premises. If they are unable to agree within thirty (30) days after the second broker has been appointed, they will attempt to elect a third broker meeting the qualifications stated in this paragraph within ten (10) days after the last day the two (2) brokers are given to set the then-fair market rental value of the Premises. If they are unable to agree on the third broker, either Landlord or Tenant, by giving ten (10) days' prior notice to the other, can apply to the then-presiding judge of the Norfolk County Court for the selection of a third broker who meets the qualifications stated in this paragraph. Landlord and Tenant will bear one-half (1/2) of the cost of appointing the third broker and paying the third broker's fee.

Within thirty (30) days after the selection of the third broker a majority of the brokers will set the then-fair market rental value of the Premises. If a majority of the brokers are unable to set the then-fair market rental value of the Premises within thirty (30) days after selection of the third broker, the three (3) appraisals will be averaged and the average will be the then-fair market rental value of the Premises.

In all events the rent for the first option period shall not be less than the year ten rent, but not to exceed three (3%) percent per year and the rent for the second option period shall not be less than the years fifteen (15) rent but not to exceed three (3%) percent per year.

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LEGAL NOTICE

TOWN OF NEEDHAM

Application for All Alcoholic License in a Restaurant with 100 seats or more

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 138, which Fusion Cuisine, Inc., Gary Huang, Manager has applied for a transfer of license to sell alcoholic beverages of the following kind: All Alcoholic beverages (seven days) as a Restaurant at 1019 Great Plain Avenue. The premise has 1,740 sq. ft. on the first floor, and 1,740 sq. ft. in the basement. Included on the first floor is a dining room with a seating capacity for 100 seats including 10 seats located at a service bar; a kitchen area, restrooms, including two handicap accessible, and a small waiting area. The basement area will include a kitchen prep area and storage, mechanical and office space. There is one main entrance and exit in front with an additional entrance and exit to the rear.

IT IS ORDERED that a public hearing be held for said application at the office of the Board of Selectmen acting as the Needham Licensing Authority located at the Needham Public Library, 1139 Highland Avenue on the 25th day of October 2011 at 7:00 o'clock p.m.

Board of Selectmen
Licensing Board for the Town of Needham



TOWN OF NEEDHAM

For Calendar Year: 2011

APPLICATION/ RENEWAL FOR A COMMON VICTUALLER LICENSE

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

Name of Corporation: fusion cuisine inc

Name of Establishment (d/b/a): Gari

If business is a Corporation / Corporate Name and Officers: Gary XIAO YONG HUANG

If business is not a Corporation, Name of Owner:

Email Address: ghdcc - Boston @ Yahoo - com

Address of Establishment: 1019 Great plant Ave - Needham, MA 02492

Contact Person (name who will receive notices under this license): Gary XIAO YONG HUANG

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

Same above

Establishment's Days of Operation: 7 days a week

Establishment's Hours of Operation: Monday - Friday 11:00am - midnight Saturday Sunday 8:00am - midnight

Manager: Gary XIAO YONG HUANG # of Staff: 12 # of Seats: 100

Telephone Number: 781-223-1988 Fax Number: 617-232-6263

Signature of Owner: [Signature] Date: 9/20/2011

(If corporation, signature of a duly authorized agent of the corporation)

A certificate of insurance showing evidence that the applicant has workers' compensation insurance must be included with this completed application. If you currently hold an alcoholic beverages license, you must provide a copy of a certificate of liquor liability insurance in the minimum amount of \$100,000/person/\$1,000,000 aggregate for personal injury and \$100,000 per occurrence for property damage before your alcoholic beverages license will be renewed.

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

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

Signature of Applicant (Mandatory)

By Corporate Officer (if applicable)

45-3214640

9/20/2011

Either a Social Security Number

Date (required)

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

Board of Selectmen
AGENDA FACT SHEET for October 25,, 2011

Agenda Item: Public Hearing: Verizon and NSTAR Petition for Webster Street
Presenter(s): Ellen M. Joy, Verizon Communications

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

Verizon and NSTAR request permission to install a new pole location (03/11-27) on Webster Street in Needham. The petition is necessary to provide service to six new units on Putnam Street.

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

Suggested Motion: Move that the Board of Selectmen approve and sign petition from Verizon and NSTAR to install a new pole location (03/11-27) on Webster Street in Needham. The petition is necessary to provide service to six new units on Putnam Street.

3. BACK UP INFORMATION ATTACHED:

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

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:** _____

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN

2011 SEP 26 A 10:39

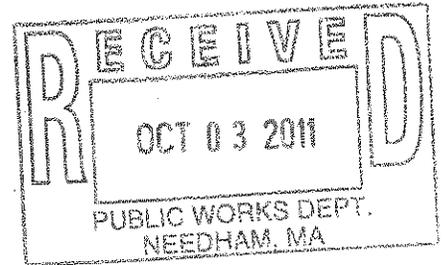
verizon

125 High Street/Oliver Tower, Floor 5
Boston, MA 02110

CY DPW
9/30/2011

August 24, 2011

Chairman
Board of Selectmen
Town of Needham
1471 Highland Avenue
Needham, MA 02492



Enclosed please find one joint petition (03/11-27) from Verizon New England Inc. and NSTAR Electric for a new pole location on Webster Street in Needham. This petition is necessary in order to provide service to six new units on Putnam Street. #14-32

Notice to abutters is required.

A public hearing is required.

Favorable action on the part of the selectmen is deeply appreciated.

Thank you.

Ellen M. Joy
Ellen M. Joy

Verizon Right of Way Manager

OK to proceed
TME
10/11/11
OK DPW Director
Rpm 10/11/11

enc.

PETITION FOR NEW JOINT POLE LOCATIONS

August 24, 2011

To the **Board of Selectmen**
of **Needham, Massachusetts**

VERIZON NEW ENGLAND INC. and NSTAR Electric request permission to locate poles, wires, cables and fixtures, including anchors, guys and other such necessary sustaining and protecting fixtures, along and across the following public way:

WEBSTER STREET

ONE (1) New Pole Location

The petition proposes to place one new pole, Pole 2/32-X, on Webster Street approximately 75 feet northwesterly of existing Pole 2/32 on Webster Street. This petition is necessary in order to provide service to six new units on Putnam Street.

Wherefore they ask that they be granted a joint location for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VERIZON No. **08/11-27** dated **7/19/2011**.

Also for permission to lay and maintain underground laterals, conduits, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles, conduits and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

VERIZON NEW ENGLAND INC.

By Ellen M. Goy
Manager Rights of Way

Dated this 24 day of August, 2011.

NSTAR ELECTRIC

By William P. Land
Supervisor Rights and Permits

Dated this 13th day of September, 2011.

ORDER FOR NEW JOINT POLE LOCATION

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

Notice having been given and a public hearing held, as provided by law,

ORDERED: That the VERIZON NEW ENGLAND INC. and NSTAR Electric be and they are hereby granted a joint location for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Company may deem necessary, in the public way hereinafter referred to, as requested in petition of said Company dated the 24th day of **August 2011**.

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

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked-VERIZON No. **08/11-27** dated **7/19/2011** - filed with said petition. There may be attached to said poles by said VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC wires and cables not to exceed the necessary amount of wires, cables and fixtures and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 16 feet elsewhere.

The following are the public ways or parts of ways along which the poles above referred to may be erected and the number of poles which may be erected thereon under this order:

WEBSTER STREET

ONE (1) New Pole Location

The petition proposes to place one new pole, Pole 2/32-X, on Webster Street approximately 75 feet northwesterly of existing Pole 2/32 on Webster Street. This petition is necessary in order to provide service to six new units on Putnam Street.

Also that permission be and hereby is granted to said Company to lay and maintain underground laterals, conduits, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles, conduits and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Needham**, Massachusetts, held on the _____ day of _____ 2011.

Clerk of Selectmen

We hereby certify that on _____ 2011, at _____ o'clock _____ m., at the _____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectmen of the Town of **Needham**, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of **Needham**, Massachusetts, on the _____ day of _____ 2011, and recorded with the records of location orders of said Town, Book _____, Page _____. this certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

Verizon No. 08/11-27

PETITION PLAN

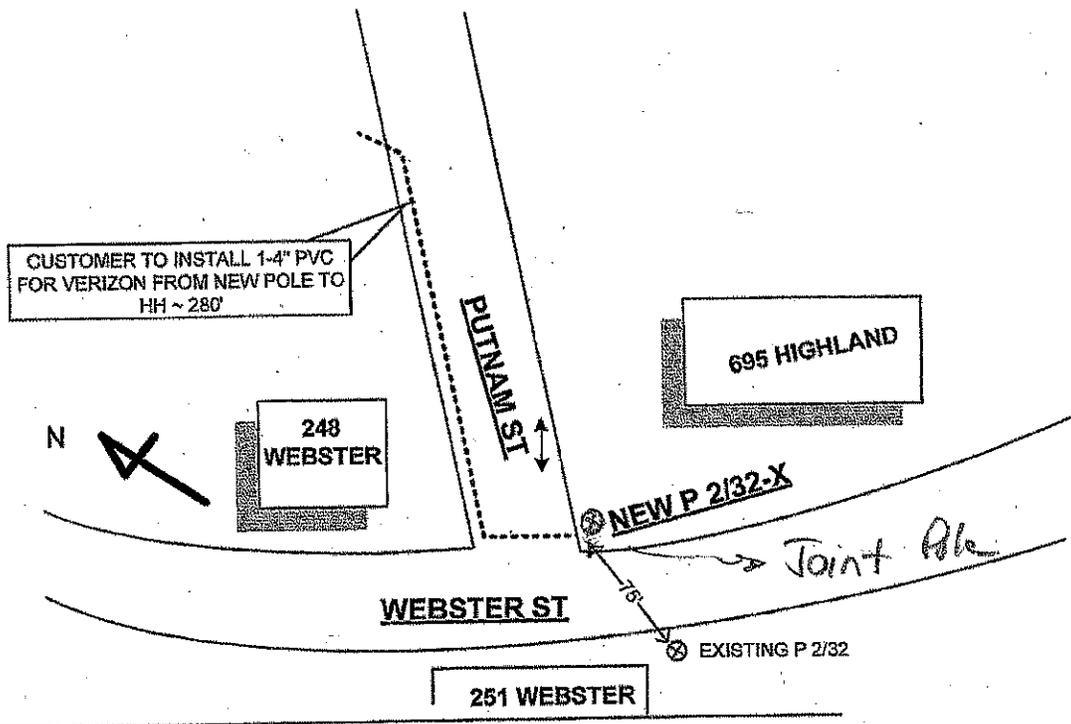
JOB No. 9AD1B1

Municipality **NEEDHAM** Date **07/19/2011**

VERIZON NEW ENGLAND INC NStar

Showing **A REQUEST TO PLACE NEW POLE 2/32 XAT PUTNAM AND WEBSTER ST**

Petion to install new pole 2/32-x
75' from existing pole 2/32 in the corner of Putnam and Webster St
Needed to bring util service to new 6 units on Putnam St



Prepared by P.Desroses DISTANCES SHOWN ARE APPROXIMATE Checked by

LEGEND

- - Proposed VERIZON Pole Location
- ⊙ - VERIZON- Location to be Abandoned
- - VERIZON Pole Location to Remain
- ⊗ - Proposed Joint Pole Location
- ⊗ - Existing Joint Pole to Remain
- ✕ - Power Co. Pole Location to be Abandoed
- ⊗ - Present Joint Pole Location to be Abandoned
- ⊗ - Power Co. Location to be Held Jointly
- ⊗ - VERIZON. Location to be Held Jointly
- ▭ - Existing VERIZON Manhole
- ▭ - Proposed VERIZON Manhole Location
- - Existing VERIZON Conduit
- - Proposed VERIZON Conduit Location
- - - - Existing VERIZON. Buried Cable
- Proposed VERIZON. Burled Cable Location



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Public Library Community Room, 1139 Highland Avenue, at 7:00 p.m. on October 25, 2011** upon joint petition of Verizon and NSTAR dated August 24, 2011 to place a new pole, (03/11-27) on Webster Street. The petition is necessary in order to provide service to six new units on Putnam Street. A public hearing is required and abutters should be notified.

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

BOARD OF SELECTMEN

Dated: October 13, 2011

WEBSTER ST @ PUTNAM

<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>	<u>OWNER ZIP</u>
199/070.0-0003-0000.0	245	WEBSTER ST	COLLINS, LETISIA E.	245 WEBSTER ST	NEEDHAM HTS	MA	02494
199/070.0-0004-0000.0	253	WEBSTER ST	BEDIGAN, SANDRA J	253 WEBSTER ST	NEEDHAM HTS	MA	02494
199/070.0-0005-0000.0	707	HIGHLAND AVE	TOWN OF NEEDHAM HEIGHTS FIRE STATION	1471 HIGHLAND AVE	NEEDHAM	MA	02492
199/077.0-0010-0000.0	673	HIGHLAND AVE	RITTENBERG, JORDAN, TR & TUCK, RICHARD L., TR & ET AL	25 BOUND BROOK RD	NEWTON	MA	02461
199/077.0-0011-0000.0	679	HIGHLAND AVE	NAHABEDIAN, WALTER R., TRUSTEE ROSEWOOD NOMINEE TRUST	679 HIGHLAND AVE	NEEDHAM	MA	02494
199/077.0-0012-0000.0	687	HIGHLAND AVE	HILLCREST CONDOMINIUM TRUST	687 HIGHLAND AVENUE	NEEDHAM	MA	02494
199/077.0-0012-0010.0	687	HIGHLAND AVE	MAGIER, EUGENE M., TRUSTEE ABM REALTY TRUST	35 BRANDEIS ROAD	NEWTON	MA	02459
199/077.0-0012-0012.0	687	HIGHLAND AVE	MAGIER, EUGENE M., TRUSTEE ABM REALTY TRUST	35 BRANDEIS ROAD	NEWTON	MA	02459
199/077.0-0012-0014.0	687	HIGHLAND AVE	BNS PROPERTIES, LLC	687 HIGHLAND AVE, SUITE 2	NEEDHAM	MA	02494
199/077.0-0012-0016.0	687	HIGHLAND AVE	113 UNION WHARF, LLC	45 KINGS RD	CANTON	MA	02021
199/077.0-0012-0018.0	687	HIGHLAND AVE	GLOU, ALAN B.	233 COUNTRY WAY	NEEDHAM	MA	02492
199/077.0-0012-0020.0	687	HIGHLAND AVE	HARUTUNIAN, EDWARD J.	P. O. BOX 850	NEEDHAM	MA	02494
199/077.0-0012-0030.0	687	HIGHLAND AVE	BNS PROPERTIES, LLC	687 HIGHLAND AVE, SUITE 2	NEEDHAM	MA	02494
199/077.0-0012-0032.0	687	HIGHLAND AVE	BNS PROPERTIES, LLC	687 HIGHLAND AVE, SUITE 2	NEEDHAM	MA	02494
199/077.0-0012-0034.0	687	HIGHLAND AVE	113 UNION WHARF LLC	45 KINGS RD	CANTON	MA	02021
199/077.0-0012-0036.0	687	HIGHLAND AVE	113 UNION WHARF LLC	45 KINGS RD	CANTON	MA	02021

<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>	<u>OWNER ZIP</u>
199/077.0-0012-0038.0	687	HIGHLAND AVE	113 UNION WHARF LLC	45 KINGS RD	CANTON	MA	02021	
199/077.0-0012-0040.0	687	HIGHLAND AVE	BNS PROPERTIES LLC	687 HIGHLAND AVE, SUITE 2	NEEDHAM	MA	02494	
199/077.0-0012-0042.0	687	HIGHLAND AVE	CPC HILLCREST, LLC	687 HIGHLAND AVE UNIT 16	NEEDHAM	MA	02494	
199/077.0-0012-0044.0	687	HIGHLAND AVE	CPC HILLCREST, LLC	687 HIGHLAND AVE UNIT 17	NEEDHAM	MA	02494	
199/077.0-0012-0050.0	687	HIGHLAND AVE	RABB, MICHAEL S	687 HIGHLAND AVE, UNIT 11	NEEDHAM	MA	02494	
199/077.0-0012-0052.0	687	HIGHLAND AVE	CASPER, ROBERT M., TRUSTEE SAMNIK REALTY TRUST	147 OXBOW RD	NEEDHAM	MA	02492	
199/077.0-0012-0054.0	687	HIGHLAND AVE	GLOU, ALAN B., TRUSTEE 687-13 HIGHLAND AVENUE REALTY TRUST	687 HIGHLAND AVENUE UNIT 13	NEEDHAM	MA	02494	
199/077.0-0014-0000.0	695	HIGHLAND AVE	S-BNK NEEDHAM HEIGHTS, LLC C/O TRAMMEL CROW CO.	P O BOX 14115	READING	PA	19612-4115	
199/077.0-0015-0000.0	248	WEBSTER ST	ROSSI, ALBERT H. & ROSSI, MARY A.	248 WEBSTER ST	NEEDHAM HTS	MA	02494	
199/077.0-0016-0000.0	0	PUTNAM ST	CRAFTSMAN VILLAGE NEEDHAM II, LLC	206 AYER ROAD, SUITE 5	HARVARD	MA	01451	
199/077.0-0017-0000.0	0	PUTNAM ST	CRAFTSMAN VILLAGE NEEDHAM II, LLC	206 AYER ROAD, SUITE 5	HARVARD	MA	01451	
199/077.0-0018-0000.0	0	PUTNAM ST	CRAFTSMAN VILLAGE NEEDHAM II, LLC	206 AYER RD, SUITE 5	HARVARD	MA	01451	
199/077.0-0031-0000.0	226	WEBSTER ST	226-228 WEBSTER ST CONDO	226-228 WEBSTER STREET	NEEDHAM	MA	02494	
199/077.0-0031-0226.0	226	WEBSTER ST	BARNET, DEBORAH J., TRUSTEE 226 WEBSTER STREET REALTY TRUST	226 WEBSTER STREET	NEEDHAM	MA	02494	
199/077.0-0031-0228.0	228	WEBSTER ST	HILL, JENNIFER M.	8710 PICCADILLY PLACE	SPRINGFIELD	VA	22151	

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 October 25, 2011

Agenda Item: Public Hearing: NSTAR Petition for Nehoiden Street
Presenter(s): Arletha Wade, NSTAR

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

NSTAR requests permission to install approximately 35 feet of conduit at Pole 45/24 on Nehoiden Street, Needham. This work is necessary to provide underground electric service for three new homes @ Nehoiden @ Armen Way.

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 35 feet of conduit at Pole 45/24 on Nehoiden Street, Needham. This work is necessary to provide underground electric service for three new homes @ Nehoiden @ Armen Way.

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:

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:** _____

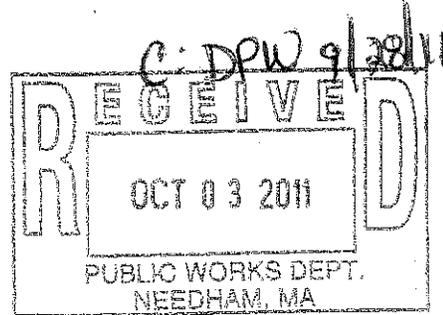


200 Calvary Street
Waltham, Massachusetts 02453

September 27, 2011

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

RE: **Nehoiden Street @ Armen Way**
Needham, MA
W.O. #1824516



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 35'± feet of conduit at pole 45/24 on Nehoiden Street, Needham.

This work is necessary to provide underground electric service for three (3) new homes @ Nehoiden @ Armen Way. #7, #15 #21

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

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

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

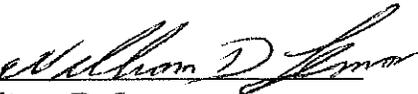
Respectfully represents **NSTAR Electric Company** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

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 September 22, 2011**, and filed herewith, under the following public way or ways of said Town:

Nehoiden Street - Northwesterly @ pole 45/24 approximately 68'± feet northwest of Newhall Ave a distance of about 35'± feet - conduit

(WO. 1824516)

NSTAR ELECTRIC COMPANY

BY 
William D. Lemos
Rights & Permits, Supervisor

Dated this 28th day of September 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:

Nehoiden Street - Northwesterly @ pole 45/24 approximately 68'± feet northwest of Newhall Ave a distance of about 35'± feet - conduit

(WO. 1824516)

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, Revised September 22, 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



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Public Library Community Room, 1139 Highland Avenue, at 7:00 p.m. on October 25, 2011** upon petition of NSTAR dated September 27, 2011 to install approximately 35 feet conduit at pole 45/24, Nehoiden Street, Needham. This work is necessary to provide underground electric service for three new homes at Nehoiden at Armen Way. A public hearing is required and abutters should be notified.

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

BOARD OF SELECTMEN

Dated: October 13, 2011

ARMEN WAY

<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 ZIP</u>
199/130.0-0001-0000.0	189	NEHOIDEN ST	LENAHAN, WILLIAM P. & LENAHAN, SHARON R.	189 NEHOIDEN ST	NEEDHAM MA	02492
199/130.0-0003-0000.0	195	NEHOIDEN ST	LEAHY, WILLIAM J. + LEAHY, KATHLEEN M.	195 NEHOIDEN STREET	NEEDHAM MA	02492
199/130.0-0024-0000.0	205	NEHOIDEN ST	CASEY, M. BETH	205 NEHOIDEN ST	NEEDHAM MA	02492
199/130.0-0025-0000.0	7	NEWELL AVE	BORROMEO, CARL J. & BORROMEO, NINA R.	7 NEWELL AVE	NEEDHAM MA	02492
199/225.0-0016-0000.0	208	NEHOIDEN ST	WOLFELD, BRUCE	208 NEHOIDEN ST	NEEDHAM MA	02492
199/225.0-0017-0000.0	200	NEHOIDEN ST	NEHOIDEN KNOLL, INC. C/O PINEWOOD DEVELOPMENTS & ASSOC.	PO BOX 920018	NEEDHAM MA	02492
199/225.0-0018-0000.0	198	NEHOIDEN ST	NEHOIDEN KNOLL, INC. C/O PINEWOOD DEVELOPMENTS & ASSOC.	PO BOX 920018	NEEDHAM MA	02492
199/225.0-0019-0000.0	190	NEHOIDEN ST	STEWART, ELIZABETH G C/O TURBAYNE, JAMES A	190 NEHOIDEN 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.....



Board of Selectmen

AGENDA FACT SHEET for 10/25/11

Agenda Item: 1. Abandonment or Discontinuance of Eaton Square

Presenter(s): Richard P. Merson, DPW Director
Anthony Del Gaizo, Town Engineer

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The discontinuance or abandonment of all or a portion of Eaton Square is proposed for the November 2011 Town Meeting.

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

Suggested Motion:

“That the Board vote to abandon or discontinue all or a portion of Eaton Square” as shown on the plan entitled “Street Discontinuance Plan, Eaton Square”

3. BACK UP INFORMATION ATTACHED:

Proposed plan of discontinuance of Eaton Square will be provided at the Selectmen’s Meeting.

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

a. Town Manager	Yes	<input checked="" type="radio"/> No	NA	_____
b. Town Counsel	Yes	<input checked="" type="radio"/> No	NA	_____
c. Finance Director	Yes	<input checked="" type="radio"/> No	NA	_____
d. Town Accountant	Yes	<input checked="" type="radio"/> No	NA	_____

Staff use: Disposition by BOS:

Action taken: _____

Present on future Agenda: _____

Refer to/Inform: _____

Report back to BOS by: _____

NOTICE OF INTENTION
OF STREET LAY-OUT



RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2011 OCT 14 A 8:59

RECEIVED TOWN CLERK
NEEDHAM, MA 02492

Town of Needham OCT 13 PM 1:17

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 the discontinuance or abandonment of Eaton Square should be laid out, graded and accepted ~~under the provisions of law authorizing the assessment of benefits~~

from Great Plain Avenue

to Garden Street

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 25th day of October, 2011 at 7 o'clock, P.M., in the Town Library, 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.

October 11, 2011


Clerk to the Board

Board of Selectmen

AGENDA FACT SHEET for 10/25/11

Agenda Item: 2. Layout Streets for Town Acceptance at :
East Side of Reservoir Street in Front of 274 Reservoir Street

Presenter(s): Richard P. Merson, DPW Director
Anthony Del Gaizo, Town Engineer

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

An alteration of a portion of Reservoir Street is proposed for Town acceptance at the November 2011 Town Meeting. The portion of Reservoir Street of interest is the east side of the road in front of 274 Reservoir Street (property currently occupied by the Town of Needham's sewage pumping station).

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

Suggested Motion:

"That the Board vote to lay out Reservoir Street as shown on the plan entitled, "Proposed Street Alteration, Reservoir Street" in front of 274 Reservoir Street."

3. BACK UP INFORMATION ATTACHED:

Proposed plans will be provided at the Selectmen's meeting.

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

a. Town Manager	Yes	<input checked="" type="radio"/> No	NA	_____
b. Town Counsel	Yes	<input checked="" type="radio"/> No	NA	_____
c. Finance Director	Yes	<input checked="" type="radio"/> No	NA	_____
d. Town Accountant	Yes	<input checked="" type="radio"/> No	NA	_____

Staff use: Disposition by BOS:

Action taken: _____ Present on future Agenda: _____

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

NOTICE OF INTENTION
OF STREET LAY-OUT



RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2011 OCT 14 8:54

RECEIVED TOWN CLERK
NEEDHAM, MA 02492

Town of Needham

OCT 13 PM 1:17

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 Reservoir Avenue should be laid out, graded and accepted ~~UNDER THE PROVISIONS OF LAW AUTHORIZING THE ASSESSMENT OF BETTERMENTS~~

from In front of 274 Reservoir Avenue
to

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 25th day of October, 2011 at 7 o'clock, P.M., in the Town Library 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.

October 11, 2011

[Handwritten Signature]
Clerk to the Board

Board of Selectmen

AGENDA FACT SHEET for 10/25/2011

Agenda Item: International City Management Association Voice of the People Award

Presenter(s): Kate Fitzpatrick, Town Manager
Fire Chief Paul Buckley
Police Chief Phil Droney

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

At the International City Management Association (ICMA) Annual Conference in Milwaukee, Wisconsin last month, the Town was awarded its second "Voice of the People" award for excellence in police services, fire services, and ambulance or emergency medical services. The award is based on the responses of residents in the bi-annual citizen survey conducted by the Town, and we have been recognized on both occasions that we have completed the survey process. The award is announced each year to jurisdictions with the highest rated services according to a representative sample of its own residents. The rating for service quality in Needham in these three areas was in the top 10% among over 500 jurisdictions in the National Research Center database of citizen surveys for 2010. In the Town's 2010 survey, residents rated police, fire and EMS services as excellent or good 97%, 99% and 97% of the time, respectively. The other jurisdictions that received the Voice of the People Award for Excellence in 2011 include: Bettendorf, IA, Chanhassen, MN, Novi, MI, Scottsdale, AZ, South Lake Tahoe, CA, Surprise, AZ, Suwanee, GA, Upper Arlington, OH, and Williamsburg, VA. Members of the Police and Fire Departments will attend to be recognized by the Town.

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 10/25/2011

Agenda Item: Statewide Mutual Aid Agreements

Presenter(s): Kate Fitzpatrick, Town Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

In 2010, the Commonwealth enacted two new mutual aid laws. The Statewide Public Safety Mutual Aid law provides for a comprehensive, multi-disciplinary mutual aid system to complement the systems that are already in place. The new law provides additional opportunities for shared services including emergency management, building inspection, health, water and sewer, parks, and medical reserve corps. In addition, the Public Works Mutual Aid law allows us to share public resources outside of emergency situations. Each of the mutual aid laws requires the Town to affirmatively "opt-in" in order to participate.

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

Suggested Motion:

That the Board vote to authorize participation in the Statewide Mutual Aid Agreement (M.G.L. c. 40 Section 4J) and the Statewide Public Works Municipal Mutual Aid Agreement (M.G.L. c. 40 Section 4K)

3. BACK UP INFORMATION ATTACHED:

- a. Letter from MEMA dated August 17, 2011 including summaries of both mutual aid laws.

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:** _____



8/30/11
DONE

CC: CHRIS -
status?
→KF

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road, Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

Kurt N. Schwartz
Director

August 17, 2011

TO: Elected Municipal Officials
Town/City Managers and Administrators
Police Chiefs
Fire Chiefs
Emergency Management Directors
Public Works Directors

Dear Municipal Official:

In a letter to you in January of 2011, I encouraged your city/town to formally adopt the Statewide Public Safety Mutual Aid Law (GL C. 40, §4J) that was enacted earlier in 2010. The Public Safety Mutual Aid Law provides a comprehensive multi-discipline mutual aid system for cities and towns which are impacted and overwhelmed by a public safety incident or disaster to ask for, and receive assistance from municipalities that may have resources to share. The Commonwealth is not immune to disasters: in the past 16 months we have received Presidential Disaster or Emergency Declarations for flooding (March 2010), a massive potable water shortage resulting from a failure in the MWRA system (May 2010), a threatened hurricane (September 2010), a record breaking snowstorm (January 2011), and tornadoes (June 2011). The Statewide Public Safety Mutual Aid Law enables cities and towns to request and receive mutual aid from other municipalities during these types of disasters and other public safety incidents, *but only if the city/town has formally opted-in as required by the law.*

Since I wrote to you in December of 2010, almost 100 cities and towns across the Commonwealth have opted-in to the Statewide Public Safety Mutual Aid Law. (See the current list attached to this letter.) Today, these cities and towns are able to request help from municipalities across the Commonwealth: in an emergency, municipal resources including emergency management; emergency medical services; building inspectors; engineers; health agents and inspectors; water and sewer officials; transportation officials and resources; communications capabilities; highway, parks and cemetery workers and equipment, Medical Reserve Corps and Community Emergency Response Teams, and police and fire are available to help respond to, and recover from disasters and other public safety incidents.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-1 Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

If your municipality has not opted-in to the Statewide Public Safety Mutual Aid Law, I urge you to do so: our comprehensive mutual aid system needs the participation of all 351 cities and towns in the Commonwealth.

I also would like to introduce you to another mutual aid law: the Public Works Municipal Mutual Aid Law (GL C. 40, §4K). This mutual aid law, which also was enacted in 2010, differs from the Statewide Public Safety Mutual Aid Law in that it allows municipal officials to share public works resources in support of every day, non-emergency operations. Participants in the Public Works Mutual Aid Law may be able to realize efficiencies and savings by sharing public works resources across municipal boundaries.

Like the Comprehensive Statewide Mutual Aid Law, the Public Works Mutual Aid Law requires a city, town or other governmental unit to affirmatively “opt-in” in order to participate in and enjoy the benefits of the law: a municipality may not ask for, or receive assistance under the law until it affirmatively acts.

The Public Works Mutual Aid Law established a statewide Advisory Committee consisting of the secretary of public safety, who serves as chair of the committee and representatives of each of the following public works professional associations: the Massachusetts Highway Association; the New England Chapter of the American Public Works Association, who is a resident of the commonwealth; the New England Water Environment Association, who is a resident of the commonwealth; the Massachusetts Tree Wardens' and Foresters' Association; the Massachusetts Water Works Association; and the Massachusetts Municipal Association. The Advisory Committee is responsible for the administration and coordination of the statewide mutual aid agreement. The advisory committee will be developing and making available to parties forms to facilitate requests for aid, including a form to track the movement of public works equipment and personnel.

The Advisory Committee has reviewed the Public Works Mutual Aid Law and unanimously recommends that all cities and towns in the Commonwealth participate by affirmatively opting-in. Ultimately, my hope is that your jurisdiction will opt-in to the Public Works Mutual Aid Law by taking the required vote.

With the enactment of the Public Safety and Public Works mutual aid laws, the Commonwealth has comprehensive multi-discipline mutual aid statutes that provide a mechanism, or system for cities and towns which are impacted and overwhelmed by a public safety incident or disaster to ask for, and receive assistance from municipalities that may have resources to share. In addition, the new Public Works mutual aid law allows communities to share public works resources in support of every day, non-emergency work.

Each of these mutual aid laws require a city, town or other governmental unit to affirmatively “opt-in” in order to participate in and enjoy the benefits of these mutual aid agreements. Each statute spells out the vote that a jurisdiction must take to opt-in to these mutual aid statutes. In order to maintain a central registry of cities and towns that have opted in to the mutual aid agreements, we ask that each jurisdiction notify MEMA, in writing, using the enclosed form, once it takes the required votes to opt-in to one or all of the mutual aid agreements.

Opting in to either of these agreements does not require a jurisdiction to provide mutual aid if doing so is not reasonable and practicable. A jurisdiction is permitted to withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction or if it does not wish to bear the expense of providing mutual aid. Opting in to the Public Safety or Public Works mutual aid agreements **does not** affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. Additionally, a party may enter into supplementary mutual aid agreements with other parties or jurisdictions. A jurisdiction may also opt out of the Public Safety and Public Works agreements at any time by providing 10 days written notice to MEMA.

In closing, I urge your jurisdiction to opt-in to these three mutual aid statutes by taking the required votes. I have enclosed the following documents to facilitate your jurisdiction's review of the three mutual aid statutes:

- Summaries of the two mutual aid statutes (Attachment A);
- Instructions on the steps/actions your jurisdiction must take to opt-in to the mutual aid agreements (Attachment B);
- Notification Form to complete and return to MEMA after your jurisdiction opts-in to one or more of the mutual aid agreements (Attachment C);

Should you have any questions, please contact MEMA's statewide mutual aid coordinator Allen Phillips at 508-820-1426 or at allen.phillips@state.ma.us.

Very truly yours,



Kurt N. Schwartz
Undersecretary for Homeland Security & Emergency Management
Director, Massachusetts Emergency Management Agency
Executive Office of Public Safety & Security

ATTACHMENT A
Summaries of Mutual Aid Laws

Chapter 40, Section 4J: Statewide Public Safety Mutual Aid

Creates a statewide public safety mutual aid agreement. Assistance provided under the agreement includes, but is not limited to, fire service, law enforcement, emergency medical services, transportation, communications, public works, engineering, building inspection, planning and information assistance, resource support, public health, health and medical services, search and rescue assistance and any other resource, equipment or personnel that a party to the agreement may request or provide in anticipation of, or in response to, a public safety incident.

Opt-in mutual aid agreement – If a city/town/governmental unit wishes to join the Agreement they must notify MEMA in writing. The city/town/governmental unit shall become a party to the agreement 30 days after MEMA's receipt of the written notification.

A city/town/governmental unit that has joined the agreement may opt out of the agreement by notifying MEMA in writing of its intention to opt out. A city/town/governmental unit's removal from the agreement takes effect 10 days after MEMA's receipt of the written notification.

A request by a party to receive mutual aid under this agreement shall be made, either orally or in writing, by an authorized representative of the requesting party to an authorized representative of the sending party or to MEMA. All oral requests shall be reduced to writing by the requesting party and delivered to the sending party at the earliest possible date, but not later than 72 hours after making the oral request.

The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by the sending party consistent with the incident command system. Unless otherwise agreed to, the sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party. Unless the requesting and sending parties agree otherwise, the sending party shall be responsible for the operation of its equipment and for any damage thereto.

Unless the requesting and sending parties agree otherwise, the sending party shall pay all expenses, including salary and overtime, incurred by the sending party. A sending party shall document its costs of providing mutual aid assistance under the agreement. Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the cost of responding to the public safety incident. The requesting party and each sending party shall receive,

based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

While providing mutual aid assistance under the agreement, employees of the sending party shall be afforded the same powers and duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location.

While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid under the agreement.

Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage and personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

Chapter 40, Section 4K: Statewide Public Works Municipal Mutual Aid

Creates a statewide public works municipal mutual aid agreement. Assistance provided under the agreement includes, but is not limited to, services related to public works, personnel, equipment, supplies and facilities to prepare for, prevent, mitigate, respond to and recover from public works incidents. Participation in the agreement is also available to governmental units in states contiguous to the Commonwealth. Creates a statewide public works municipal mutual aid advisory committee to be chaired by the secretary of public safety and security or his designee.

Opt-in mutual aid agreement – If a city/town/governmental unit wishes to join the Agreement they must notify the mutual aid advisory committee in writing. The city/town/governmental unit shall become a party to the agreement 30 days after the advisory committee's receipt of the written notification.

A city/town/governmental unit that has joined the agreement may opt out of the agreement by notifying the advisory committee in writing of its intention to opt out. A city/town/governmental unit's removal from the agreement takes effect 10 days after the advisory committee's receipt of the written notification.

A request by a party to receive mutual aid under this agreement shall be made, either orally or in writing, by the chief executive officer of the requesting party or one of its designated points of contact to the chief executive officer or a designated point of contact of the sending party. All oral requests shall be reduced to writing by the requesting party and delivered to the sending party at the earliest possible date, but not later than 72 hours after making the oral request.

A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested by the requesting party; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by the sending party. Unless otherwise agreed to, the sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party. Unless the requesting and sending parties agree otherwise, the sending party shall be responsible for the operation of its equipment and for any damage thereto.

Unless the requesting and sending parties agree otherwise, the sending party shall pay all expenses, including salary and overtime, incurred by the sending party. A sending party shall document its costs of providing mutual aid assistance under the agreement. Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the cost of responding to the public works incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

While providing mutual aid assistance under the agreement, employees of the sending party shall be afforded the same powers and duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location. While providing mutual aid assistance under the agreement, employees of the sending party shall be considered similarly licensed, certified or permitted in the requesting party's jurisdiction if the employee holds a valid license, certificate or permit issued by the employee's governmental unit.

While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of their employer. A sending

party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid under the agreement.

Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage and personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

All equipment requested and deployed pursuant to this agreement shall be insured by the sending party.

This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

**ATTACHMENT B
MUTUAL AID "OPT-IN" INSTRUCTIONS**

The statutory requirements for jurisdictions to opt-in to the mutual aid agreement(s) are set forth below.

MGL c. 40, §§ 4J & 4K – Public Works & Public Safety Mutual Aid Agreements

If a city or town wishes to join the Public Safety or Public Works agreement(s), the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chairman of the board of selectmen with the approval by a majority of the board of selectmen, may act on behalf of the city or town to join the agreement by notifying the director of MEMA in writing.

If a governmental unit that is not a city or town wishes to join the agreement(s), the chief executive officer of the governmental unit may act on its behalf to join the agreement by notifying the director of MEMA in writing.

Once a jurisdiction has properly authorized joining any or all of the above listed mutual aid agreements please complete each applicable section of the attached form. Upon completion, please return the form to:

Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702-5399
Attn: Allen Phillips

**ATTACHMENT C
MUTUAL AID "OPT-IN" FORM**

CITY/TOWN/ DISTRICT OF _____

I hereby certify by my signature(s) below that the city/town/district or other governmental unit has authorized, in accordance with each of the applicable statutes, its participation in each of the mutual aid agreements indicated below (each individual section below must be completed for each agreement authorized).

MGL c. 40, §4J – Statewide Public Safety Mutual Aid Agreement

Signature _____ Date of Vote/Execution _____

Title _____

MGL c. 40, §4K – Statewide Public Works Municipal Mutual Aid Agreement

Signature _____ Date of Vote/Execution _____

Title _____

Once each applicable section of this form is completed please return the form to:

Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702-5399
Attn: Allen Phillips

**CITIES AND TOWNS THAT
HAVE OPTED-IN TO THE
PUBLIC SAFETY MUTUAL AID
AGREEMENT AS OF AUGUST
17, 2011**

Abington
Agawam
Amesbury
Ashburnham
Ashland
Auburn
Belmont
Berlin
Blackstone
Boxborough
Boylston
Brewster
Brookfield
Carver
Charlemont
Charlton
Chelmsford
Chester
Chesterfield
Conway
Cummington
Dartmouth
Egremont
Essex
Franklin
Gill
Gloucester
Goshen
Grafton
Granville
Halifax
Hardwick
Hardwick
Holliston
Hudson
Huntington
Kingston
Lancaster

Lawrence
Leicester
Leyden
Lowell
Ludlow
Lynnfield
Marlborough
Melrose
Merrimac
Middleborough
Milford
Millbury
Millville
Montgomery
Mount Washington
Nahant
NEMLEC (NE Law Enforcement)
New Bedford
New Braintree
Orange
Peabody
Pelham
Petersham
Plymouth
Reading
Rehoboth
Revere
Rochester
Rockland
Russell
Sandisfield
Savoy
Seekonk
Sheffield
Southbridge
Spencer
Springfield Water & Sewer

Sterling
Stow
Sutton
Tolland
Townsend
Truro
Uxbridge
Walpole
Ware
Wayland
Wellesley
West Boylston
West Newbury
Westhampton
Whately
Wilbraham
Williamsburg
Yarmouth

Board of Selectmen

AGENDA FACT SHEET for 10/25/2011

Agenda Item: Salt Shed Project User Agency Designation

Presenter(s): Board Discussion

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The salt shed relocation feasibility study, funded in the amount of \$75,000 at the 2011 Annual Town Meeting, will be conducted under the jurisdiction of the Permanent Public Building Committee. The Board of Selectmen is responsible for designating two user agency representatives for the project. I recommend that the Board designate Rick Merson, Director of Public Works, and David Davison, Assistant Town Manager/Finance. The salt shed is proposed to be relocated from the DPW Complex on Dedham Avenue to Central Avenue adjacent to the RTS Facility.

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

Suggested Motion: That the Board vote to designate Rick Merson, Director of Public Works and David Davison, Assistant Town Manager/Finance as the User Agency Representatives to the PPBC for the Salt Shed Relocation Project.

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 10/25/2011

Agenda Item: Powers Hall Use Regulations

Presenter(s): Kate Fitzpatrick, Town Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

I will outline for the Board the final, proposed use regulations and fees for Powers Hall. I recommend that the rules and regulations be considered interim regulations at this time as situations will likely arise that will require modification during the first several years of operation.

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

Suggested Motion: That the Board vote to endorse the Interim Rules and Regulations for Use of Power Hall to be effective January 1, 2012.

3. BACK UP INFORMATION ATTACHED:

a. Interim Rules and Regulations for Use of Powers Hall Effective January 1, 2012

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:** _____

INTERIM RULES AND REGULATIONS FOR USE OF POWERS HALL

Effective Date: January 1, 2012

Approved by the Board of Selectmen _____

All authorized persons or organizations must comply with the following rules and regulations for use of Powers Hall and the Needham Town Hall. The Town reserves the right to make changes to these rules and regulations.

Policy:

1. It is the policy of the Town of Needham to permit use of Powers Hall and related Town Hall facilities to incorporated charitable or non-profit organizations engaged in municipal, educational, recreational, and/or cultural activities. Other activities, whose proceeds are directed entirely to the benefit of the Town of Needham, other municipalities, and/or government agencies, may be authorized by the Town Manager.
2. Powers Hall and related Town Hall facilities may be permitted to a religious organization for non-religious purposes on the same basis as those available to the general public. Permits for commercial activity, and for private use, including but not limited to, parties, recitals, receptions and other private uses, will not be authorized. Political campaign fundraising or other events will not be authorized.
3. Scheduling priority will be given to Town of Needham Departments, boards, commissions, and committees, and then to Needham-based charitable or non-profit organizations, and then to other organizations meeting the guidelines of these regulations.
4. Municipal events will take precedence over other activities and events for scheduling purposes. Special or unforeseen events may supersede previously scheduled permitted events. The Town reserves the right to cancel a permit in these circumstances.
5. Service of alcoholic beverages may be allowed in certain circumstances in accordance with the Board of Selectmen's One-Day Liquor License Regulations.

Procedures:

1. Appropriate Use
 - a. The Town Manager/designee will determine whether requested uses are in conformance with the policy, and will process appropriate permit requests for use of Powers Hall and related Town Hall facilities, and collect the designated fees.

- b. The Town Manager/designee will make the determination on the specific space available that is appropriate for the individual request.
- c. Except in extraordinary circumstances as determined by the Town Manager/designee, Powers Hall will be available for use after 6:00 p.m. on Friday evenings, and all day Saturday and Sunday. All events must be concluded by 11:00 p.m. on Friday and Saturday, and 9:00 p.m. on Sunday. Powers Hall will be available for municipal use Monday through Thursday in the evening. No non-municipal use will be allowed during the day Monday through Friday, or on recognized holidays.
- d. The room or facility occupancy capacity cannot be exceeded. Occupancy of Powers hall is as follows:

Seating capacity of the balcony: 92
Seating capacity of the hall (meeting style): 348
Seating capacity of the hall (8 sixty inch tables and chairs): 192. Please note that sixty inch round tables are not provided.
- e. The permit request may include a request for length of time allowed to keep sets, scenery, or equipment in place for performances. The final determination will be made by the Town Manager/designee and will be based on other known uses and needs for the space.
- f. Use of the hall includes access to 348 chairs and 12 rectangular folding tables. Overhead lighting is also available. The hall is approximately 49 feet wide and 72 feet long with hardwood floor throughout and a ceiling at 22 feet. The stage is approximately 28 feet wide and 17 feet deep with hardwood floor throughout and overhead clearance at the stage curtain of 18 feet.
- g. Performance-level stage lighting and sound system may only be operated by pre-qualified technicians.
- h. The Hall includes no kitchen facilities, and no food preparation will be allowed on site. Sale of food and beverages will be allowed with a permit from the Board of Health.
- i. Access to Powers Hall during the evening hours is limited to the front door facing the Town Common, and the accessible doors on Chapel Street and Highland Avenue at the glass connection between the original Town Hall and the addition. A lift providing access to the stage level is located at stage left.
- j. All areas used for a function, including floors, stairs and bathroom, must be left in the same condition as they were found.
- k. Access to areas beyond Powers Hall and any other permitted areas, except the bathrooms, is prohibited. Access to the balcony is prohibited unless specifically authorized by permit.

2. Permitting Requirements

- a. Applicant must be at least 21 years of age and a representative of an eligible organization as set forth above.
- b. Requests for permits must be submitted in writing or electronic format (OTM@needhamma.gov) and received at the Office of the Town Manager at least 10 business days (excluding holidays) in advance of the requested event. The Town Manager/Designee may waive this requirement at his or her discretion in unusual circumstances.
- c. Permit requests with an anticipated attendance level of more than 50 people, or with special circumstances that warrant review will be forwarded to the Needham Police Department and Needham Fire Department. In many instances, the Chief of Police and/or the Fire Chief will require a police detail and/or fire detail. Arranging for the police and/or fire detail will be the responsibility of the applicant, and a deposit for same may be required.
- d. The person submitting the permit request will be the primary contact for the program to be held under that permit. That person's signature on the final permit will signify understanding and acceptance of all rules and regulations, responsibility for payment of all designated fees, and the responsibility for ensuring that all rules are followed by participants in the event. Failure to follow regulations and/or make appropriate payments will affect the applicant's ability to obtain permits for the use of Powers Hall.
- e. A written notice of cancellation is due at least 24 hours prior to the scheduled use for weekday events, 48 hours prior to Saturday events, and 72 hours for Sunday or holiday events to the Office of the Town Manager or OTM@needhamma.gov. Failure to provide written cancellation notice will result in forfeiture of the deposit.
- f. A Certificate of Liability Insurance must be submitted to the Town Manager's Office prior to the issuance of the final permit. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability.
- h. Permit holders may not alter the premises or install equipment. Posting of signs or hanging of decorations of any type is prohibited without the approval of the Town Manager/designee.

i. The permit holder is responsible for the cost of repairs needed for damage occurring during his/her use. Failure to pay will lead to denial of future permits for that individual and organization.

j. The Town is not responsible for lost, stolen or damaged items.

3. Use Fee and Custodial and Monitoring Fees

a. A use fee, to account for energy, additional maintenance, and permitting costs will be charged to all groups, except those sponsored by Town departments, boards, commissions, and committees. The fee schedule for use of Powers Hall and related Town Hall facilities is included in Appendix A and is subject to change.

b. At least one custodian will be required for events in Powers Hall. Depending on the size and set-up of the event, more than one custodian will be required, at the sole determination of the Town Manager/Designee. There will be a four-hour minimum for custodial services. The custodial and building monitor fees are subject to change and are listed in Appendix B.

c. A custodian on regular duty will not be available for service during the time of the rental, except in cases of emergency. The responsibility of a regularly scheduled custodian will be limited to opening/closing the facility. In the event that extra duties are needed, the group holding the permit will be charged for the custodian's time needed for the activity or to clean up the facility.

d. Under no circumstances shall a custodian, either on regular duty or assigned for a specific program, be responsible for supervision of participants before, during, or after an activity. Adequate and responsible adult supervision shall be provided at all activities throughout the event. Entry into the facility will not be permitted until the responsible supervision is present, and at the conclusion, the supervisor must remain until the last participant has safely left Town Hall.

e. The custodian will only provide spaces/equipment that are approved on the permit, and will not authorize any other space/equipment without approval of the Town Manager or his/her designee.

4. Service of Alcohol

a. Service of alcoholic beverages may be allowed in certain circumstances in accordance General By-laws Section XXX

b. A One-Day Liquor License will be required as outlined on Appendix C.

- c. A dedicated Police Detail will be required when alcoholic beverages is allowed.
- d. Service of alcoholic beverages will only be allowed in certain areas as set forth in Appendix C.

5. Fire Safety Regulations

- a. Use of a smoke machine may be allowed with a permit from the Needham Fire Department. Use of matches, candles, incense, and pyrotechnics are strictly prohibited.
- b. Each permit with expected attendance of more than 50 people or with special circumstances will be forwarded to the Needham Fire Department for compliance with the Massachusetts Board of Fire Prevention Regulations (527 CMR) and the Needham Board of Selectmen's Policy on Fire Details dated 10/28/03 for a determinations as to whether fire detail is required. The Firefighter's role will be to insure that occupancy limits have not been exceeded; to monitor that all egress areas remain available for use and are marked; to check that all fire protection devices are working; to insure that all fire codes are followed; to respond to any immediate fire emergency and evacuation; and to perform as first responder to any medical emergency.
- c. In the event that a fire detail is required, the applicant will comply with Fire Department rules and regulations governing details and a deposit may be required.
- d. Use of any equipment/material that is judged to potentially jeopardize fire safety will require review, permission and a permit from the Needham Fire Department.

5. Police Safety Regulations

- a. Each permit with expected attendance will be forwarded to the Needham Police Department for compliance with Massachusetts General Laws and local regulations to determine whether a police detail is required. The Police Officer's role will be to provide security to the facility; insure that vehicles are parked legally; insure that emergency vehicles have access to the facility; and provide first responder first aid in the event of an accident or injury.
- b. In the event that a police detail is required, the applicant will comply with Police Department rules and regulations governing details and a deposit may be required.

- c. In accordance with MGL, Chapter 138, Section 1, no person shall possess or consume an alcoholic beverage within the limits of any park, playground, public land or public building owned or under the control of the Town of Needham, except with written permission of the appropriate controlling Town tribunal. In the event that a one-day license for the sale of alcohol is approved by the Board of Selectmen, a Police detail will be required.
6. Board of Health Regulations
 - a. Smoking is not permitted in Town Hall in accordance with Article 1 of the Needham Board of Health regulations.
 - b. A temporary food permit and license fee is required for any event that involves the sale or distribution of food, in accordance with Article 1 of the Needham Board of Health regulations.
7. Raffle and Bazaar Regulations
 - a. A request for a permit must be submitted to the Needham Town Clerk's Office in order to hold a raffle or bazaar, according to MGL, Chapter 271. A raffle is defined as "an arrangement for raising money by the sale of tickets, certain among which, as determined by chance after the sale, entitle the holders to prizes." A bazaar is defined as "a place maintained by the sponsoring organization for disposal by means of chance of one or both of the following types of prizes: (1) merchandise, of any value, (2) cash awards, not to exceed twenty-five dollars each." An example of a bazaar is a Las Vegas Night. There is a permit fee charged at time of application.
 - b. Any person wishing to hold an auction must apply for a permit through the Needham Town Clerk's Office, according to MGL, Chapter 100. A copy of the application will be reviewed by the Needham Police Chief and returned to the Town Clerk with a recommendation. There is a permit fee charged at time of application.
8. Use of Technology and Audio Visual Equipment
 - a. Available equipment includes the following: screen, projector, microphones with stands, wireless microphones, DVD player, CD player, and iPod docking station. Appendix D includes a description of the sound and AV systems. Performance-level systems may only be operated by pre-qualified technicians.

9. Accidents and Damage to Town Facilities

- a. In the event of an accident during the time of the permit, the permit holder must complete an accident form and submit it to the Office of the Town Manager within twenty-four hours of the accident or on the first business day after the accident. A blank accident form will be provided with the permit.
- b. The permit holder is responsible for the cost of repairs needed for damage occurring during his/her use. Failure to pay will lead to denial of future permits for that individual and organization.
- c. The permit holder is responsible for surveying the room(s) provided by the permit prior to use, and notifying the custodian immediately if there are any problems that could jeopardize the safety of any individual.
- d. In the event that damage to the facility or equipment occurs, the custodian must be notified immediately. Permit holders may not make any repairs without the approval of the Director of Facility Operations or his/her designee.

APPENDIX A
USE FEES
1/1/2012

Powers Hall	Base fee of \$50 per hour not to exceed \$250 plus 5% of ticket sales, if any
Other	Base Fee of \$10 per hour

The Use fee is payable each day of use. The base fee is payable at the time of application.

APPENDIX B
HOURLY RATES FOR CUSTODIAL AND MONITORING STAFF
9/1/2011
Rates Subject to Change

<u>Staff</u>	<u>Weekdays/Saturdays</u>	<u>Sundays/Holidays</u>
Security/Custodian	\$38.00	\$50.00

APPENDIX C

Town of Needham
Board of Selectmen
One Day Special License Guidelines
Events Held on Public Property

M.G.L. Ch. 138 Section 14, 23; 204 CMR 7.04 authorizes the local licensing authority (Needham Board of Selectmen) to issue special licenses for the *sale of wines and/or malt* beverages to a responsible manager of any indoor activity or enterprise (for profit or non-profit organizations).

Special licenses may be issued by the Board of Selectmen for the *sale of all alcoholic* beverages for non-profit organizations only.

- **If the alcohol is given to the attendees at no charge: No charge includes the applicant NOT charging admission to the event and NOT charging for the alcohol and the applicant has NOT purchased the alcohol with funds collected from the attendees to the event, including dues to an organization:**
 - a one-day special license from the Board of Selectmen will **NOT** be required.
 - Applicant will need to furnish a certificate of insurance naming Town of Needham as additional insured for the event only, since the event will be held on Town property.
 - Written permission from the appropriate controlling Town tribunal for applicant to hold event with alcohol/beer/wine on Town property. (Town of Needham By-law 3.1.9)

- **If the applicant will be charging admission to the event and/or will be charging for the alcohol and/or the applicant has purchased the alcohol with funds collected from the attendees to the event including dues to an organization:**
 - a one-day special license from the Board of Selectmen **WILL** be required. Applicant will need to provide all of the required supporting documentation with their application (See Attachment – One Day Special Liquor License Application)
 - Applicant will need to include with one-day special alcohol license an insurance certificate naming Town of Needham as additional insured for the event only, since the event will be held on Town property.
 - Written permission from the appropriate controlling Town tribunal for applicant to hold event with alcohol/beer/wine on Town property. (Town of Needham By-law 3.1.9)
 - ABCC guideline states "Persons holding a special license (1 day) must purchase alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery or special permit holder. A person holding a

Section 14 license (one day special license) cannot purchase alcoholic beverages from a package store."

- A four week lead time should be sufficient except in the summer, when the Selectmen meet only once each month in July and August.

Town of Needham
Application for Use of James Hugh Powers Hall
1471 Highland Avenue

Description of Function

Date(s) of Function

Friday _____/_____/_____
 Saturday _____/_____/_____
 Sunday _____/_____/_____

Hours of Function *(no earlier than 6:00 pm on Friday, no later than midnight on Friday and Saturday, no later than 9:00 on Sunday)*

Friday: _____ to _____
 Saturday: _____ to _____
 Sunday: _____ to _____

Name of Organization

Person Responsible for Function

Address

Phone (Day):

Phone (Evening):

Email:

Will alcohol be served/sold? YES NO

Please read and comply with attached guidelines.

Has one day special license been granted by Board of Selectmen?

YES Date: _____ NO N/A (no alcohol will be served/sold)

Will snacks and non-alcoholic beverages be sold/provided?

YES Permit from Board of Health Date: _____ NO N/A

Do you require space other than Powers Hall? YES NO

Is Certificate of Liability Insurance attached to this application? YES NO

Do you require the use of Technology or Audio/Visual Equipment? YES NO
 If yes, please use the space below to detail your request.

Do you require the use of stage Audio/Visual Equipment YES NO

Number of estimated attendees:

**Town of Needham
Application for Use of James Hugh Powers Hall
Fee Information**

Rental Fees:

Alcohol One Day Special Permit:

Security Deposit

Custodian

Building Monitor

IT Staff

Total:

A Reservation Fee of one-half the total fee must be paid within 10 days of booking. This fee will be applied toward the rental or forfeited if the event is cancelled. \$ _____

By signing this form, the applicant indicates that he or she understands and agrees to abide and be bound by the Rules and regulations for Use of Powers Hall dated September 1, 2012 and by A floor plan showing the proposed placement of chairs, tables and other furnishings must be attached. The facility is not available for commercial activities or promotions.

Applicant's Signature _____

Date _____

Board of Selectmen

AGENDA FACT SHEET for 10/11/11

Agenda Item: Minuteman School Capital Project Cost Allocation Models
Presenter(s): Kate Fitzpatrick, Town Manager

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

I will update the Board on the various proposals for allocating potential future capital costs for the Minuteman Regional School, and recommend that the Board endorse Model "E." Any recommendation for approval of a facility improvement project is dependent on resolution of the method by which non-member communities will contribute to the project, and the amount of reimbursement from the MSBA.

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

Suggested Motion: That the Board vote to endorse and recommend to the Minuteman School Committee the adoption of Model E for the purposes of cost allocation among member towns.

3. BACK UP INFORMATION ATTACHED:

- a. Summary of Findings by Town Manager's Working Group, prepared by Carl Valente, Town Manager, Lexington and presented to the Minuteman School Committee on October 18, 2011
- b. Preliminary Minuteman School Enrollment for 2009, 2010, and 2011
- c. Information on Minuteman Capital Financing Proposal Memo to the Board dated October 14, 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:** _____

Summary of Findings by Town Manager's Working Group

If the Minuteman School Committee can get a positive financial resolution to the issue of non-member towns not contributing to the propose renovation project OR the project is resized so that its enrollment is derived almost completely from member towns, then the Town Managers/Administrators of the member towns, by a supermajority of the managers present (10 of 12 present) at a meeting on October 3, 2011 make the following findings, recommendations and report to the Selectmen and other officials in the Minuteman member communities.

Findings/Recommendations Regarding New Capital Assessment Model

- I. Model B shortcomings make it unacceptable in our view
 - a. Outcomes are problematic
 - i. Vertical equity problems
 - ii. Horizontal equity problems
 - b. Inputs are problematic
 - i. Use of K – 12 student enrollment as a predictor of future use of Minuteman not reliable
 1. Many towns have had their K-12 population grown considerable over last 15 years but their Minuteman enrollment has gone down over same period.
 2. If it is argued a new school facility will attract more students, that impact should apply across the board, not just to towns with large school populations
 - ii. Use of Combined Yield for ability to pay, without normalizing for number of students to educate, is misleading and unreliable and not in concert with how Combined Yield is used for operating budgets in the Chapter 70 formula
 - iii. Roger Hatch of DESE agreed that Combined Yield can be used to measure ability to pay but should be used correctly, as reflecting how much can be spent PER PUPIL within a town

- II. Model D, E, and F have been developed as alternatives for consideration
 - a. Goals of compromise Models – D, E and F
 - i. Use the correct ability to pay calculation (normalizing for enrollment demands on a town's wealth).

- ii. Drop the use of K-12 enrollment as predictor of future demand
- iii. Reduce the vertical and horizontal inequities produced by Model B
- b. Ability to pay is normalized for the number of students in Minuteman as a percent of each Town's overall enrollment, and then applied to Combined Yield calculation
- c. Enrollment is set at least at 50% weight in Models D and E, so as not to deviate too much from the current regional agreement, which is all enrollment driven
- d. Enrollment was not included in Model F as an input
- e. Capital base contribution ranges from 1% per town of total in Model E to 2% per town in Model D. This was added at the request of the town of Arlington.

III. Of these three models, Model E is recommended by a super majority of Town Managers/Administrators present at meeting (10 of 12 supported this model – 4 managers were not in attendance, and two – Bolton and Arlington – indicated they did not believe their town officials would see Model E as preferable to Model B or perhaps a different model altogether. **All managers agreed that the issue of best cost allocation model was predicated on solving the problem of the impact of nonmembers not contributing to the capital project first.**

- a. Model E reduces the per pupil inequitable extremes produced by Model B
- b. The inputs into Model E are more understandable and parallel the ability to pay as used in the Chapter 70 formula.
- c. By using a minimum of 5 students for smaller towns, as well as the ability to pay measure, even the smallest towns with low enrollment would be paying nearly 2% of the cost of the project. Since these towns are sending less than 5 students, they are not driving the size of the building as the larger enrollment towns are. And they are paying more per pupil than larger sending towns.

Carl F. Valente, Town Manager, Lexington, on behalf of the Town Managers from Wayland, Weston, Sudbury and Lexington who worked on developing alternatives to Model B.

We want to specifically recognize the assistance of Dr. Bouquillon and Camia Lamica in developing the additional Models and Roger Hatch of the Department of Secondary and Elementary Education who helped us to understand the existing Chapter 70 funding model.

October 18, 2011

Minuteman Career & Technical High School

Enrollment Over Three Years

TOWN	Enrollment October 1, 2009							Enrollment October 1, 2010							Enrollment October 1, 2011						
	2013	2012	2011	2010	PG	AM	Total	2014	2013	2012	2011	PG	AM	Total	2015	2014	2013	2012	PG	AM	Total
Acton	2	9	7	1	4		23	7	2	9	5	8		31	10	7	1	7	5		30
Arlington	24	26	28	33	20		131	31	22	26	23	13		115	45	35	21	23	16		140
Belmont	7	11	12	5	3		38	8	9	10	10	4		41	12	8	7	10	4		41
Bolton	1	1	4	1			7	2	3	2	2	1		10	2	3	3	2			10
Boxborough	1	7	2	4			14	2	1	7	2	4		16		1	1	5	1		8
Carlisle	1	3	1	2	1	1	8	2	1	2				5	2	2	1	2			7
Concord	5	6	9	3	3		26	2	6	4	8	2		22	2	3	6	4	3		18
Dover	1						1		1					1	1		1				2
Lancaster	4	8	9	5	1		27	3	4	7	7	2		23	6	1	5	6	1		19
Lexington	13	15	15	14	11	11	79	14	14	15	14	21	11	89	11	15	12	13	8	8	67
Lincoln		1	2				3		1	1	1		2	4		1	1	1	1		4
Needham	3	8	2	2	2		17	12	3	6	3	2		26	10	12	3	6	3		34
Stow	5	2	10	5	3		25	8	7	3	11			29	6	6	5	3	3		23
Sudbury	2		3	3	2		10	6	1	1	3	3	4	18	4	6	1				11
Wayland	1	6	2	6	2	2	19	3	5	5	3	1		12	2	2	1	2	3	3	13
Weston				1	1		2	3						3							3
In District																					
Total:	70	103	106	85	52	14	430	103	74	98	92	61	17	445	113	105	69	84	48	11	430
Boston	5	8	7	8			28	20	7	10	6	3		46	12	16	11	9	1		49
Medford	7	19	6	6	1		39	11	7	17	7	3		45	14	11	7	17	6		55
Waltham	3	8	11	3	2		27	11	5	7	9	5		37	17	11	3	5	6		42
Watertown	8	14	14	22	1		59	14	8	15	13	1		51	17	12	10	14	2		55
Other	20	20	15	15	24	3	97	25	19	25	14	47		130	27	23	20	22	59		151
Non Member	43	69	53	54	28	3	250	81	46	74	49	59		309	87	73	51	67	74		352
Total:	113	172	159	139	80	17	680	184	120	172	141	120	17	754	200	178	120	151	122	11	782
TOTAL	Enrolled:	113	172	159	139	80	17	184	120	172	141	120	17	754	200	178	120	151	122	11	782



TOWN OF NEEDHAM

TOWN HALL
1471 Highland Avenue
Needham, MA 02492-2669

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

Office of the
TOWN MANAGER

TO: Board of Selectmen
FROM: Kate Fitzpatrick
DATE: October 14, 2011
RE: Information on Minuteman Capital Financing Proposal

A group of town managers from Minuteman School communities have been considering the proposed capital project for the Minuteman Vocational Regional High School for several months. There seems to be a sense that a renovated facility is warranted, and the MVRHS School Committee has secured a commitment from the Massachusetts School Building Authority to fund a portion of the project.

However, there are three troubling aspects to this project that challenge our ability to recommend this project to our towns. First is the impact of the high percentage of non-member students on the project's financing plan. There is no legal mechanism to compel non-member communities to pay a share of the capital cost, yet non-member students make up 35% of the student body and contribute to the size of the school that is being contemplated. Second, the School has been invited to participate with the MSBA at the minimum (40%) contribution. It appears that the regional nature of the school, and the demographics of the non-member communities, are not factored into the contribution percentage calculation. MVRHS staff, in connection with several town managers from member towns and their legislative delegations, has been examining different approaches to meeting these concerns.

The third problematic issue is the challenge of reaching agreement on a cost allocation method among the 16 member towns, so that this project may have a reasonable chance of being approved by each of the towns. The MRVHS School Committee recently voted to change the current allocation method contained in the District Agreement. The method voted by the School Committee is known as the Model B cost allocation model.

Several managers have been studying Model B, and find that it inadvertently creates inequities, both vertically and horizontally, among the member towns. If Model B is used, one member town could be paying as much as \$644,000 per pupil over the 30 years of the life of the debt, another as little as \$120,000. Towns with similar abilities to pay would be assessed significantly different amounts per pupil. All of the managers who participated in our discussions were uncomfortable with this degree of difference between member communities for per pupil costs of the capital project and felt further work should be undertaken to develop an alternate cost allocation model for consideration.

We understand the argument that the current agreement does not recognize that each community has a different ability to pay for the capital costs of this project. We agree with including an ability to pay component as recognized by the Chapter 70 formula. A subcommittee of

managers met with MRVHS staff and Roger Hatch of the Department of Elementary and Secondary Education (DESE) in August. At that meeting, three goals for creating an alternative model were proposed:

- a) Increase the horizontal and vertical equity in per pupil cost,
- b) Use the DESE Chapter 70 approach to measure ability to pay, and
- c) Try to get every town to a minimum share of at least 2% of the project cost.

Since that meeting, three alternative models (Models D, E and F) were developed based on these principles. These models were calculated by Camie Lamica, Director for Business and Operations for Minuteman, working with Roger Hatch to ensure that the ability to pay aspect of the models is in line with the application of Chapter 70 to the operational budget of the High School.

Of these three models, the majority of managers are most comfortable recommending that Model E be considered as an alternative to Model B. Model E has the following features:

- a) The enrollment basis is the same as in the current regional agreement (prior October 1 enrollment based, 5 student minimum),
- b) A 1% minimum contribution is set for each town to contribute to the total cost of the project. This provides for the first 16% of the annual cost,
- c) The next 50% of the cost is allocated by enrollment, and
- d) The balance – 34% - is apportioned based on the relative ability of each town to pay, using the Chapter 70 Combined Effort formula. This approach “normalizes” the ability to pay of each town for the relative percent of students attending the school.

Based on the work of the managers’ group, I have concluded that Model E is the appropriate formula for allocating costs among the member towns. It is my understanding that the Minuteman School Committee may be receptive to alternative approaches to this issue based on input from member communities. I will share this information with the Town’s Sub-committee to Study the Minuteman School at its meeting on October 17th. If you have any questions or need additional information, please feel free to contact me.

Minuteman Capital Cost Allocation Options Needham Comparison	Current Method	Model B	Model E	Model D	Model F
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	(voted by Task Force)	(favored by Managers)	(favored by Arlington)	(ability to pay driven)
Financial Comparisons				
Annual Total Capital Cost	\$ 146,566	\$ 211,735	\$ 149,742	\$ 121,182
Difference To Current Method	\$	\$ 65,169	\$ 3,176	\$ (25,384)
Per Student Capital Cost	\$ 6,106	\$ 8,822	\$ 6,239	\$ 5,049
Difference To Current Method	\$	\$ 2,716	\$ 133	\$ (1,057)
Per Student Cost Over 30 Year Bonds	\$ 183,207	\$ 264,668	\$ 187,177	\$ 151,470

Assumptions:

A) Weight Given to Minuteman Enrollment	100%	50%	50%	50%	0
B) Establishes 5 Student Minimum	Yes	No - as voted by school committee puts in rolling actual 3 year average	Yes	Yes	Yes
C) Establishes Minimum % Allocation of Capital Cost	n/a	n/a	1% = 16% weight	2% = 32% weight	1% = 16% weight
D) Establishes Variable Based on Enrollment K-12 (as predictor of probability of future Minuteman Enrollments)	n/a	25%	n/a	n/a	n/a
E) Establishes Ability to Pay Variable (i.e., c. 70)	n/a	25%, but on non-standardized use of combined effort	34% of standardized combined effort	18% of standardized combined effort	84% (balance) of standardized combined effort

*****For analysis use by Town Managers only*****

	Enrollment Count** as of October 2010	CURRENT AGREEMENT METHOD				MODEL E - 1% Capital Base, 50% Enrollment, 34% Ch. 70 Combined Effort							Model B - 50% Enrollment, 25% Combined Effort, 25% Town Student Population***								
		*Current Method	Annual Per pupil Cost	30 Year Per Pupil Cost	Annual Share of Project Cost	Combined Effort Yield DESE FY12	Minuteman Student Allocation %	Allocated Combined Effort Yield	% of Total	Model E Proposed Method	Annual Per pupil Cost	30 Year Per Pupil Cost	Annual Share of Project Cost	Annual Difference (Model E to Current Method)	Model B Proposed ** Method	Annual Per pupil Cost	30 Year Per Pupil Cost	Annual Share of Project Cost	Annual Difference (Model B to Current Method)	Impact Residential Tax Rate per \$1000	Impact Annually Total Tax Bill Single Family Home
Acton	23	\$140,459	\$6,107	\$183,207	6.00%	\$ 29,689,203	1.16%	\$ 344,395	4.75%	\$131,497	\$5,717	\$171,518	5.61%	(\$8,961)	\$166,436	\$7,236	\$217,091	7.11%	\$25,977	\$0.0337	\$19.48
Arlington	102	\$622,905	\$6,107	\$183,207	26.60%	\$ 49,914,957	4.04%	\$ 2,016,564	27.83%	\$556,487	\$5,456	\$163,673	23.76%	(\$66,418)	\$436,835	\$4,283	\$128,481	18.65%	(\$186,070)	\$0.0566	\$28.05
Belmont	37	\$225,956	\$6,107	\$183,207	9.65%	\$ 40,214,551	1.84%	\$ 739,948	10.21%	\$217,716	\$5,884	\$176,526	9.30%	(\$8,240)	\$214,152	\$5,788	\$173,637	9.14%	(\$11,803)	\$0.0340	\$25.70
Bolton	9	\$54,962	\$6,107	\$183,207	2.35%	\$ 7,420,644	1.64%	\$ 121,699	1.68%	\$64,275	\$7,142	\$214,251	2.74%	\$9,313	\$50,933	\$5,659	\$169,778	2.17%	(\$4,029)	\$0.0484	\$22.79
Boxborough	12	\$73,283	\$6,107	\$183,207	3.13%	\$ 7,073,765	2.63%	\$ 186,040	2.57%	\$80,507	\$6,709	\$201,267	3.44%	\$7,224	\$58,941	\$4,912	\$147,352	2.52%	(\$14,342)	\$0.0549	\$28.76
Carlisle	5	\$30,535	\$6,107	\$183,207	1.30%	\$ 11,231,581	0.85%	\$ 95,468	1.32%	\$49,179	\$9,836	\$295,074	2.10%	\$18,644	\$42,112	\$8,422	\$252,673	1.80%	\$11,578	\$0.0340	\$22.67
Concord	20	\$122,138	\$6,107	\$183,207	5.22%	\$ 45,384,531	1.37%	\$ 621,768	8.58%	\$152,820	\$7,641	\$229,229	6.53%	\$30,681	\$151,405	\$7,570	\$227,108	6.46%	\$29,267	\$0.0263	\$22.84
Dover	1	\$30,535	\$6,107	\$183,207	1.30%	\$ 21,306,244	0.15%	\$ 31,959	0.44%	\$42,200	\$8,440	\$253,197	1.80%	\$11,665	\$50,425	\$10,085	\$302,548	2.15%	\$19,890	\$0.0189	\$20.18
Lancaster	21	\$128,245	\$6,107	\$183,207	5.48%	\$ 6,104,975	4.02%	\$ 245,420	3.39%	\$114,514	\$5,453	\$163,591	4.89%	(\$13,732)	\$86,228	\$4,106	\$123,183	3.68%	(\$42,017)	\$0.0989	\$30.55
Lexington	62.5	\$381,682	\$6,107	\$183,207	16.30%	\$ 62,143,845	2.06%	\$ 1,280,163	17.67%	\$354,947	\$5,679	\$170,375	15.16%	(\$26,735)	\$351,271	\$5,620	\$168,610	15.00%	(\$30,411)	\$0.0332	\$23.92
Lincoln	3	\$30,535	\$6,107	\$183,207	1.30%	\$ 18,280,617	0.40%	\$ 73,122	1.01%	\$46,723	\$9,345	\$280,339	2.00%	\$16,189	\$40,536	\$8,107	\$243,216	1.73%	\$10,002	\$0.0176	\$18.21
Needham	24	\$146,566	\$6,107	\$183,207	6.26%	\$ 56,779,373	0.85%	\$ 482,625	6.66%	\$149,742	\$6,239	\$187,177	6.39%	\$3,176	\$211,735	\$8,822	\$264,668	9.04%	\$65,169	\$0.0193	\$14.11
Stow	29	\$177,100	\$6,107	\$183,207	7.56%	\$ 8,949,637	4.12%	\$ 368,725	5.09%	\$152,492	\$5,258	\$157,750	6.51%	(\$24,608)	\$116,569	\$4,020	\$120,589	4.98%	(\$60,531)	\$0.0769	\$34.07
Sudbury	13	\$79,390	\$6,107	\$183,207	3.39%	\$ 37,328,692	0.56%	\$ 209,041	2.89%	\$86,088	\$6,622	\$198,664	3.68%	\$6,698	\$141,818	\$10,909	\$327,273	6.06%	\$62,429	\$0.0286	\$18.53
Wayland	11	\$67,176	\$6,107	\$183,207	2.87%	\$ 37,777,762	0.79%	\$ 298,444	4.12%	\$89,806	\$8,164	\$244,926	3.83%	\$22,630	\$115,190	\$10,472	\$314,155	4.92%	\$48,014	\$0.0356	\$21.79
Weston	3	\$30,535	\$6,107	\$183,207	1.30%	\$ 59,228,702	0.22%	\$ 130,303	1.80%	\$53,007	\$10,601	\$318,043	2.26%	\$22,473	\$107,413	\$21,483	\$644,476	4.59%	\$76,878	\$0.0167	\$24.01
Total	375.5	\$2,342,000			100.00%	\$ 495,829,079		\$ 7,245,685		\$2,342,000		100.00%	\$0	\$2,342,000			100.00%		\$0.0396	\$23.48	
																			Average	Average	

Analysis based on October 1, 2010 actual enrollment; all models would reflect annual changes in enrollment and Model B & E Combined Effort

*Current Method based on 10/1/2010 actual enrollment data (with 5 minimum)

**Enrollment = Oct 2010 student counts (with minimum of 5 students) used for this analysis only: proposed language would change enrollment to 3 year rolling average and No minimum of 5 students

*** Student population = PreK - 12 member town student enrollment

Tax Impact figures calculated based on utilizing \$300,000 tuition towards estimated annual bond payment of \$2,342,000

Project based on a 30 year pay back, \$60 mil, 40% reimbursement with a 5% interest rate



*****For use by Town Managers analysis only*****

MODEL E (1% Each Member CBC, 50% ENROLLMENT, 34% CHAPTER 70 COMBINED EFFORT,)												
	Enrollment Count as of October 2010	*Current Method	**Enrollment (Oct 2010 only) with 5 min	Per Pupil Cost	Chapter 70 - Combined Effort	Per Pupil Cost (based on actual enrollment)	Capital Base Contribution	Per Pupil Cost (based on actual enrollment)	New Capital Assessment	Difference (New Method - Current Method)	Impact Residual Tax Rate per \$1000	Impact Annually Total Tax Bill Single Family Home
Acton	23	\$140,459	\$70,229	\$3,053	\$37,848	\$1,646	\$23,420	\$1,018	\$131,497	(\$8,961)	\$0.0337	\$19.48
Arlington	102	\$622,905	\$311,452	\$3,053	\$221,615	\$2,173	\$23,420	\$230	\$556,487	(\$66,418)	\$0.0566	\$28.05
Belmont	37	\$225,956	\$112,978	\$3,053	\$81,318	\$2,198	\$23,420	\$633	\$217,716	(\$8,240)	\$0.0340	\$25.70
Bolton	9	\$54,962	\$27,481	\$3,053	\$13,374	\$1,486	\$23,420	\$2,602	\$64,275	\$9,313	\$0.0484	\$22.79
Boxborough	12	\$73,283	\$36,641	\$3,053	\$20,445	\$1,704	\$23,420	\$1,952	\$80,507	\$7,224	\$0.0549	\$28.76
Carlisle	5	\$30,535	\$15,267	\$3,053	\$10,492	\$2,098	\$23,420	\$4,684	\$49,179	\$18,644	\$0.0340	\$22.67
Concord	20	\$122,138	\$61,069	\$3,053	\$68,331	\$3,417	\$23,420	\$1,171	\$152,820	\$30,681	\$0.0263	\$22.84
Dover	1	\$30,535	\$15,267	\$3,053	\$3,512	\$3,512	\$23,420	\$23,420	\$42,200	\$11,665	\$0.0189	\$20.18
Lancaster	21	\$128,245	\$64,123	\$3,053	\$26,971	\$1,284	\$23,420	\$1,115	\$114,514	(\$13,732)	\$0.0989	\$30.55
Lexington	62.5	\$381,682	\$190,841	\$3,053	\$140,686	\$2,251	\$23,420	\$375	\$354,947	(\$26,735)	\$0.0332	\$23.92
Lincoln	3	\$30,535	\$15,267	\$3,053	\$8,036	\$2,679	\$23,420	\$7,807	\$46,723	\$16,189	\$0.0176	\$18.21
Needham	24	\$146,566	\$73,283	\$3,053	\$53,039	\$2,210	\$23,420	\$976	\$149,742	\$3,176	\$0.0193	\$14.11
Stow	29	\$177,100	\$88,550	\$3,053	\$40,522	\$1,397	\$23,420	\$808	\$152,492	(\$24,608)	\$0.0769	\$34.07
Sudbury	13	\$79,390	\$39,695	\$3,053	\$22,973	\$1,767	\$23,420	\$1,802	\$86,088	\$6,698	\$0.0286	\$18.53
Wayland	11	\$67,176	\$33,588	\$3,053	\$32,798	\$2,982	\$23,420	\$2,129	\$89,806	\$22,630	\$0.0356	\$21.79
Weston	3	\$30,535	\$15,267	\$3,053	\$14,320	\$4,773	\$23,420	\$7,807	\$53,007	\$22,473	\$0.0167	\$24.01
Total	375.5	\$2,342,000	\$1,171,000		\$796,280		\$374,720		\$2,342,000	\$0	\$0.0396	\$23.48
								x-foot	\$2,342,000		Average	Average

Per Pupil Capital Cost EXISTING	Per Pupil Capital Cost NEW
\$6,106.91	\$5,717.28
\$6,106.91	\$5,455.76
\$6,106.91	\$5,884.22
\$6,106.91	\$7,141.71
\$6,106.91	\$6,708.89
\$6,106.91	\$9,835.80
\$6,106.91	\$7,640.98
\$6,106.91	\$8,439.90
\$6,106.91	\$5,453.02
\$6,106.91	\$5,679.16
\$6,106.91	\$9,344.64
\$6,106.91	\$6,239.25
\$6,106.91	\$5,258.35
\$6,106.91	\$6,622.15
\$6,106.91	\$8,164.20
\$6,106.91	\$10,601.44

*Current Method based on 10/1/2010 actual enrollment data (with 5 minimum)

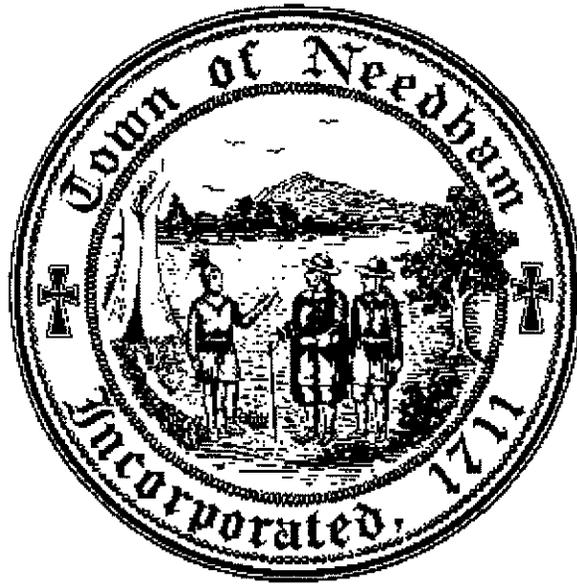
**Enrollment = Oct 2010 student counts (with minimum of 5 students) used for this analysis only: proposed language would change enrollment to 3 year rolling average

*** Student population = PreK - 12 member town student enrollment

Project based on a 30 year pay back, \$60 mil, 40% reimbursement with a 5% interest rate

SPECIAL TOWN MEETING

WARRANT



TOWN OF NEEDHAM

MONDAY, NOVEMBER 7, 2011

7:30 P. M.

NEEDHAM TOWN HALL

HIGHLAND AVENUE

NEEDHAM

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

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COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

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

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Needham qualified to vote in elections and in Town affairs to meet at the Town Hall:

MONDAY, THE SEVENTH OF NOVEMBER, 2011

At seven-thirty in the afternoon, then and there to act upon the following articles, viz:

ARTICLE 1: ABANDON EATON SQUARE RIGHT OF WAY

To see if the Town will vote to abandon and/or discontinue the following streets or portion thereof, previously constructed and as laid out by the Board of Selectmen according to plans on file with the Town Clerk, including the abandonment, discontinuance, taking or acceptance of easements as shown on said plan: Eaton Square from Great Plain Avenue to Garden Street; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: The Needham Bank is proposing to design and construct a building addition, public plaza, and new public/private parking lot by combining the Eaton Square parking lot with adjacent private properties. The project will result in an increase in the number of available public parking spaces in the area. In order for the properties to be combined, the layout of Eaton Square has to be abandoned and/or discontinued to allow for the new parking lot, public plaza and building addition to be constructed. The request will establish new property lines to redefine property ownerships. This transaction will eliminate the layout of Eaton Square on file with the Town and Registry of Deeds.

ARTICLE 2: LAYOUT OF RESERVOIR STREET

To see if the Town will vote to accept the following streets or portion thereof, previously constructed and as laid out by the Board of Selectmen according to plans on file with the Town Clerk, including the taking or acceptance of easements as shown on said plan: a Portion of Reservoir Street; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: The design of the new Reservoir B Sewage Pumping Station requires a modification to the layout of Reservoir Street in order for the Station to be constructed outside of the 100-year flood plain associated with the Charles River. The request will establish a new property line that will follow the front wall of the new pumping station. This transaction will amend the layout of Reservoir Street on file with the Town and Registry of Deeds, but will have no impact on the road structure itself.

ARTICLE 3: AMEND ZONING BY-LAW/APARTMENT-2 ZONING DISTRICT

To see if the Town will vote to amend the Needham Zoning By-Law, Section 4.3, Dimensional Regulations for Apartment Districts, as follows:

To add a third and fourth sentence to footnote* in Section 4.3.1 Table of Regulations (applicable to Apartment Districts) that states: "Provided further, however, in the Apartment-2 Zoning District, there shall be a maximum of 4 stories, a maximum height of 50 feet, and four (4) floors may be used for human occupancy, if (i) the structure or portion of the structure that is four stories and permitted to be used for human occupancy is utilized as a convalescent or nursing home and uses that are supportive and/or accessory to such convalescent or nursing home, and (ii) the height of the structure that exceeds 40 feet is utilized as a convalescent or nursing home and supportive and/or accessory uses thereto provided further that the maximum square footage of the structure or structures benefitting from the provisions of this section shall be limited to 110,000 square feet. If a structure contains two or more uses, then only that portion of the structure that is utilized as a convalescent or nursing home, and supportive and/or accessory uses thereto, can reach a maximum height of 50 feet."

or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The Apartment-2 Zoning District is comprised entirely of the North Hill Continuing Care Retirement Community, which is in the process of modernizing and expanding its facility. One of the components of that effort is the replacement of its existing 72-bed nursing home with a new 72-bed nursing home. The existing nursing home is comprised mainly of double-occupancy rooms. Since it was designed in the early 1980s, it has more of an institutional look than what North Hill would like to provide for its residents. The new nursing home will have single rooms and will be divided into smaller "communities" of approximately ten residents each to create a more residential environment. In order to accomplish this goal, the nursing home will be divided into two wings. Due in part to the topography of the site and the fact that approximately half of the site is subject to a conservation restriction that prohibits the construction of any new building, one of the "wings" of the new nursing home needs to be four stories in height. All four stories would be occupied by residents. The roof of the building would remain at the same elevation as it would as if it were a three-story building; the fourth story is created by essentially excavating much of the lowest level of the building. Were it not to be excavated, the lowest level would be described as a "walk-out basement", if it were in a residential context.

In the Apartment-2 Zoning District, two zoning changes are required to accomplish the desired result. The present limitation on the number of occupied stories in the Apartment-2 Zoning District is three. The amendment would permit an increase in the number of occupied stories from three to four. In addition, the maximum height allowed in the Apartment-2 Zoning District is 40 feet. Due to the creation of the fourth story, the average height of the proposed nursing home would be slightly less than 50 feet, which is why the second zoning request is an increase in the maximum height of a structure from 40 feet to 50 feet.

In an effort to limit any potential impacts in the zoning district, the proposed amendment has been written narrowly so that the increase in the number of occupied stories and the increase in height shall only be applicable to structures or portions of structures that are to be utilized as convalescent or nursing homes (and supportive and/or accessory uses) and provided further that the maximum square footage of the structure or structures benefitting from the provision is limited to 110,000 square feet. In that way, it is

made clear that any expansion will not be applicable to the apartments that make up the bulk of the North Hill Continuing Care Retirement Community.

**ARTICLE 4: AMEND ZONING BY-LAW/ DIMENSIONAL REGULATIONS
FOR NEW ENGLAND BUSINESS CENTER**

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

1. In Section 4.8 Dimensional Regulations for New England Business Center

Amend 4.8 Table

By changing Front Setback from 20 feet to 15 feet.

By changing Maximum Lot Coverage from 50% to 65%

By changing Floor Area Ratio from 0.40 to 1.00

By changing Maximum Height from 68 feet to 72 feet

Amend Footnote (1)

By changing the first sentence to read: “If the Planning Board determines that the proposed structure is properly accessible to fire fighting equipment, it may allow by special permit a maximum height of up to 84 feet.”

By changing the third sentence to read: “In no instance shall any building exceed 41 feet in height unless it is more than 350 feet from a General Residence or Single Residence B zoning district boundary.” [Adds the words “or Single Residence B”]

Amend Footnote (2)

By changing first sentence to read: “Maximum lot coverage shall be 65% for all projects.” [65% replaces 50%]

By changing second sentence to read: “However, if a project is designed such that at least 65% of the required landscaped area immediately abuts at least 65% of the required landscaped area of an adjoining project for a distance of at least 50 feet the maximum lot coverage may be increased to 75%.” [75% replaces 60%]

Amend Footnote (4)

By changing the sentence to read: “A 25-foot front yard setback must be maintained for structured parking.” [25-foot replaces 30-foot.]

Amend Footnote (6)

By changing first sentence to read: “A floor area ratio of up to 1.75 may be allowed by a special permit from the Planning Board.” [1.75 replaces 1.1]

By changing third sentence to read: “Further, the Planning Board may allow a floor area ratio of up to 2.0, by special permit, where the applicant demonstrates, to the Board’s satisfaction, that the proposed use will not generate peak hour trips in excess of 0.6 trips per 1,000 square feet of total development area.” [2.0 replaces 1.5]

2. In Section 4.8.1 Supplemental Dimensional Regulations for New England Business Center

Amend subsection (4)

By adding the following sentence at the end of this subsection 4: “Notwithstanding the preceding sentence, open space shall include pervious surfaces used for ways, access streets, parking areas, driveways, aisles, walkways, or other constructed approaches or service areas. (Pervious surfaces shall not preclude porous pavement, porous concrete, and/or other permeable pavers.)”

3. In Section 4.8.2 Floor Area Ratio, Incentives

Amend Section 4.8.2

By changing the first sentence to read: “In the New England Business Center District the maximum floor to area ratio (FAR) permitted by right shall be 1.00.” [1.00 replaces 0.4.]

4. Add New Section 4.8.3

The Planning Board may, by special permit, waive any or all dimensional requirements set forth above in this Section 4.8 (including sections 4.8.1 and 4.8.2), by relaxing each by up to a maximum percentage of 25% if it finds that, given the particular location and/or configuration of a project in relation to the surrounding neighborhood, such waivers are consistent with the public good, that to grant such waiver(s) does not substantially derogate from the intent and purposes of the By-Law or the Goals of the District Plan cited in Section 6.8.1(b) of these Zoning By-Laws, and that such waivers are consistent with the requirements of Section 6.8. This section does not authorize the Planning Board to waive the maximum height regulations. (By way of example, the 15’ front yard setback could be waived to 11.25’; the 65% lot coverage could be waived to 81.25%; or the 40,000 sq. ft. minimum lot area could be waived to 30,000 sq. ft.)

[The words in brackets are not part of the change but are an explanation of the change.]

Or take any other action relative thereto.

INSERTED BY: Planning Board

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: Pursuant to the appropriation of funds for a planning study at the 2010 Annual Town Meeting, the Council of Economic Advisors (“CEA”), a committee established by the Board of Selectmen to evaluate Town-wide economic conditions and make recommendations to promote and encourage new and existing businesses, and the Planning Board, sought the services of an interdisciplinary team lead by a qualified planning, economic development, urban design and traffic firm to undertake a follow-up study of the New England Business Center (“NEBC”) to that originally completed by Goody, Clancy & Associates in 2001. The purpose of the study was to explore recurrent issues raised by local businesses, developers, real estate brokers and tenants during symposia sponsored

by the CEA in regards to expanding the type and mix of allowable uses, including medical uses; expanding the allowable amount of restaurant, retail and other consumer service uses on the first floor of multi-story buildings; analyzing which dimensional controls were restraining development; and assessing the traffic and other impacts of proposed changes. In May 2011, Town Meeting adopted zoning change recommendations expanding allowed uses, including and clarifying allowed medical uses, and expanding the allowed mix of retail, restaurant and consumer services on the first floor of multi-story buildings. Because the study was not finalized by that Town Meeting, the dimensional changes were withdrawn and promised for consideration in the near future. Based on the fiscal, traffic, and dimensional analysis and information provided by the study, the CEA confirmed that certain dimensional requirements, including front setback, maximum lot coverage, height, floor area ratio, and minimum open space, were constraining development and that the lack of flexibility in the existing zoning was compounding those constraints. The dimensional changes proposed are recommended by the study consultants and by the CEA. Information regarding specific changes is as follows.

The amendments to the Section 4.8 Table would change in the NEBC the front setback to 15 feet (from 20 feet), the maximum lot coverage to 65% (from 50%), the floor area ratio to 1.0 (from 0.4), and the as of right height to 72 feet (from 68 feet). Under the amendment, the sole issue for increasing the height up to a maximum of 84 feet would be the Planning Board's determination that the proposed structure is properly accessible to fire fighting equipment. The existing limitation on height within 350 feet of a river or lake (54 feet) would remain unchanged. The 41 feet height limitation within 350 feet of the General Residence district boundary would also be unchanged, but the sentence is proposed to be modified so as to impose that limitation within 350 feet of the Single Residence B district boundary as well.

The adjoining lot landscaping provision, which provides a bonus for combined open space, would be changed from the existing 60% to 75%, so that if a project is designed so that at least 65% of the required landscaped area immediately abuts at least 65% of the required landscaping of an adjoining project for at least a distance of 50 feet, the maximum lot coverage can be increased to 75%.

The amendments also propose to decrease the front setback for structured parking to 25 feet (from the existing 30 feet). They also increase the floor area ratio by special permit to 1.75 (from 1.1) and the floor area ratio for low traffic generating uses to 2.0 (from 1.5). Open space would also be defined to include pervious surfaces used for walkways, access streets, parking areas, ways, driveways, aisles, or other constructed approaches or service areas.

Because the CEA and study consultants have concluded that the future development of the NEBC depends on Needham's ability to be responsive to the requirements of new or proposed uses, they have recommended a new section 4.8.3. Successful office parks, such as those located in Waltham and Burlington, have flourished due to the flexibility of their zoning provisions. This amendment would impart greater flexibility into the Zoning By-Law by allowing the Planning Board to relax dimensional requirements up to a maximum of 25%, except height, by special permit, after making specific findings as to the propriety of the waivers for a particular project and location.

**ARTICLE 5: FUND COLLECTIVE BARGAINING AGREEMENT – NEEDHAM
INDEPENDENT TOWN WORKERS ASSOCIATION**

To see if the Town will vote to approve the funding of a collective bargaining agreement between the Town and the Independent Town Workers Association, and to appropriate a sum of money to defray the cost of salary and wages provided for under the agreement for fiscal year 2012; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted
PERSONNEL BOARD RECOMMENDS THAT: Article be Adopted

Article Information: The Town and the Independent Town Workers Association have reached agreement on contract provisions that would require the conversion of all members of the bargaining unit to so called Rate Saver health insurance plans effective January 1, 2012 with a corresponding increase in wages of 1%, a one time payment of \$500 in fiscal year 2012, a change in the employer match to employees' personal retirement savings plans, a 2% increase in base wages in fiscal year 2013, and a 2.5% increase in base wages in fiscal year 2014.

ARTICLE 6: FUND COLLECTIVE BARGAINING AGREEMENT – POLICE SUPERIOR OFFICERS ASSOCIATION

To see if the Town will vote to approve the funding of a collective bargaining agreement between the Town and the Needham Police Superior Officers Association, and to appropriate a sum of money to defray the cost of salary and wages provided for under the agreement for fiscal year 2012; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT: Recommendation to be made at Town Meeting
PERSONNEL BOARD RECOMMENDS THAT: Recommendation to be made at Town Meeting

Article Information: At the time of the printing of the warrant, the parties had not reached agreement on this contract.

ARTICLE 7: APPROPRIATE TO WORKERS COMPENSATION FUND

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$344,288 to the Workers Compensation Reserve Fund, said sum to be raised from the Tax Levy; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: As noted at the 2011 Annual Town Meeting, the Town has a plan to replenish the Workers Compensation Fund, which is the Town's reserve fund for paying workers compensation claims of a prior year and for lump sum settlements for both School and General Government employees. The target balance of the fund is \$800,000. This past spring, the Town was notified that it will be receiving a payment of \$32,969 from Walgreens. This payment is the result of a settlement between Walgreens and the Office of the Attorney General after an investigation revealed that the company was overcharging public entities for prescription drugs under the workers compensation system. In addition, the Town has been notified of a one-time reimbursement for Medicare Part D premiums for fiscal year 2007 in the amount of \$311,319. The September 30, 2011 balance in the Workers Compensation Fund is \$395,721.

ARTICLE 8: ADOPTION OF STRETCH ENERGY CODE

To see if the Town will vote to amend its General By-Laws by adding thereto Section 3.10 entitled "Stretch Energy Code" for the purpose of regulating the design and construction of buildings for the effective use of energy, pursuant to Appendix 115.AA of the Massachusetts Building Code, 780 CMR, the "Stretch Energy Code", including amendments or modifications thereto, as set forth below; or take any action relative thereto.

Section 3.10 STRETCH ENERGY CODE

3.10.1 Definitions

International Energy Conservation Code (IECC) The International Energy Conservation Code (IECC) is a building energy code created by the International Code Council. It is a model code adopted by many state and municipal governments in the United States for the establishment of minimum design and construction requirements for energy efficiency, and is updated on a three year cycle. Since July 1, 2010, the baseline energy conservation requirements of the MA State Building Code defaulted to the latest published edition, currently the IECC 2009, with Massachusetts amendments as approved by the Board of Building Regulations and Standards.

Stretch Energy Code Codified by the Board of Building Regulations and Standards as 780 CMR Appendix 115.AA of the 8th edition Massachusetts building code, the Stretch Energy Code is an appendix to the Massachusetts building code, based on further amendments to the International Energy Conservation Code (IECC) to improve the energy efficiency of buildings built to this code.

3.10.2 Purpose The purpose of 780 CMR 115.AA is to provide a more energy efficient alternative to the base energy code applicable to the relevant sections of the building code for both new construction and existing buildings.

3.10.3 Applicability This code applies to residential and commercial buildings. Buildings not included in this scope shall comply with 780 CMR 13, 34, 51, as applicable.

3.10.4 Authority A municipality seeking to ensure that construction within its boundaries is designed and built above the energy efficiency requirements of 780 CMR may mandate adherence to this appendix. 780 CMR 115.AA may be adopted or rescinded by any municipality in the Commonwealth in the manner prescribed by law.

3.10.5 Stretch Code The Stretch Code, as codified by the Board of Building Regulations and Standards as 780 CMR Appendix 115.AA, including any future editions, amendments or modifications, is herein incorporated by reference into this Section.

3.10.6 Enforcement The Stretch Code shall be enforced by the Building Inspector.

INSERTED BY: Board of Selectmen

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

Article Information: The "Stretch Code" is an appendix to the Massachusetts building energy code (Base Code) that enhances the energy efficiency of the Base Code. It can only be adopted through a local option vote of Town Meeting. The Stretch Code applies to new residential, municipal and commercial buildings, as well as to residential additions and to certain renovations. In new buildings, it achieves

efficiency by moving to a performance-based code, where developers design buildings so as to reduce energy use by a given percentage below Base Code, rather than being required to install specific efficiency measures. For additions and renovations the owner and/or developer can choose between the performance-based approach and a prescriptive approach with specific requirements. If approved by Town Meeting, the amended code would take effect January 1st, but would run concurrently with the Base Code until July 1st, when the amended code would become the requirement. Homeowners and developers could choose which code they want to use during the concurrent period.

ARTICLE 9: AMEND THE FY 2012 OPERATING BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2012 Operating Budget adopted under Article 25 of the May 2011 Annual Town Meeting, by deleting the amounts of money appropriated under some of the line items and appropriating new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From:</u>	<u>Changing To:</u>
3	Health Insurance	\$ 9,601,203	\$ 9,519,724
6	Debt Service	\$10,843,572	\$10,883,020
10	Reserve Fund	\$ 1,059,763	To be determined
22A	Building Inspector Salary and Wages	\$ 452,113	\$ 440,113
22B	Building Inspector Expenses	\$ 16,095	\$ 28,095
24	Needham Public Schools	\$48,436,371	\$48,501,371
25A	Public Works Salary and Wages	\$ 3,025,205	\$ 3,041,684

And that \$39,448 is appropriated from premiums reserved for debt exclusion offsets; or take any other action relative thereto.

INSERTED BY: Finance Committee

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

Article Information: The proposed reduction to the Health Insurance line is to transfer funds to the Needham Public Schools and the Public Works Salary and Wages lines to fund the Collective Bargaining Agreements reached with employee bargaining groups in those two departments. The employees in those groups are converting to the lower premium, higher out-of-pocket health insurance plans. The contract with the NIPEA group (DPW Employees) was approved at the 2011 Annual Town Meeting. The School Committee reached agreements with the employee bargaining groups, Units B, C, D, and E earlier in the year. The increase to the Debt Service budget is to reflect the premiums the Town received on excluded debt as a funding source and the repayment of that amount. The reduction to the Building Inspector Salary and Wage is to transfer the funds to the Building Inspector Expenses line. The Town has changed the manner in which the weights and measures work is accomplished from an in-house part-time employee to a service agreement with the Commonwealth of Massachusetts. The required inspections are done by employees from the office of the Division of Standards which sends out field inspectors to certify that weights and measurements for commercial products are accurate and meet the regulatory standards. The Town anticipates that the State will be making a one-time payment (approximately \$100,000) to the Town within the next couple of weeks so a placeholder for the Reserve Fund line is included so that the budget line can be amended to reflect the actual amount received.

ARTICLE 10: AMEND THE FY 2012 RTS ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2012 RTS Enterprise Fund Budget adopted under Article 26 the May 2011 Annual Town Meeting, by deleting the amounts of money appropriated under some of the line items and appropriating new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From:</u>	<u>Changing To:</u>
101A	Personnel	\$639,479	\$643,582

or take any other action relative thereto.

INSERTED BY: Board of Selectmen/Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The proposed amendment to the personnel line item is to implement the provisions of the collective bargaining agreement (approved at the 2011 Annual Town Meeting), which provided a 1% increase in wages at the time of conversion to the lower premium, higher out-of-pocket cost health insurance plans.

ARTICLE 11: AMEND THE FY 2012 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2012 Sewer Enterprise Fund Budget adopted under Article 27 the May 2011 Annual Town Meeting, by deleting the amounts of money appropriated under some of the line items and appropriating new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From:</u>	<u>Changing To:</u>
201A	Personnel	\$881,180	\$886,973
201D	MWRA Assessment	\$5,337,491	\$5,291,080

or take any other action relative thereto.

INSERTED BY: Board of Selectmen/Finance Committee
FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The proposed amendment to the personnel line item is to implement the provisions of the collective bargaining agreement (approved at the 2011 Annual Town Meeting), which provided a 1% increase in wages at the time of conversion to the lower premium, higher out-of-pocket cost health insurance plans. In addition, the final assessment voted by the Massachusetts Water Resources Authority was slightly lower than the preliminary estimate that was available at the time of the Annual Town Meeting.

ARTICLE 12: AMEND THE FY 2012 WATER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2012 Water Enterprise Fund Budget adopted under Article 28 the May 2011 Annual Town Meeting, by deleting the amounts of money appropriated under some of the line items and appropriating new amounts as follows:

<u>Line Item</u>	<u>Appropriation</u>	<u>Changing From:</u>	<u>Changing To:</u>
301A	Personnel	\$1,016,863	\$1,023,091
301D	MWRA Assessment	\$605,448	\$610,028

or take any other action relative thereto.

INSERTED BY: Board of Selectmen/Finance Committee
 FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: The proposed amendment to the personnel line item is to implement the provisions of the collective bargaining agreement (approved at the 2011 Annual Town Meeting), which provided a 1% increase in wages at the time of conversion to the lower premium, higher out-of-pocket cost health insurance plans. In addition, the final assessment voted by the Massachusetts Water Resources Authority was slightly higher than the preliminary estimate that was available at the time of the Annual Town Meeting.

ARTICLE 13: **APPROPRIATE FOR PAYMENT OF UNPAID BILLS OF PRIOR YEARS**

To see if the Town will vote to raise and appropriate \$2,728.57 for the payment of unpaid bills of previous years, incurred by the departments, boards and officers of the Town of Needham, as follows:

<u>Department</u>	<u>Vendor</u>	<u>Description</u>	<u>Fiscal Year</u>	<u>\$ Amount</u>
Water Enterprise	Ricca Chemical Company	Drinking Water Chemicals	2011	\$ 461.22
Water Enterprise	Ricca Chemical Company	Drinking Water Chemicals	2011	\$ 111.57
RTS Enterprise	E.L. Harvey & Sons	Trucking Service Rental	2011	\$2,155.78

and to meet this appropriation that \$2,155.78 be raised from RTS receipts and that \$572.79 be raised from Water receipts; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
 FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

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

ARTICLE 14: **APPROPRIATE FOR NEW SENIOR CENTER**

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$8,075,000 for construction of a Senior Center, said sum to be to be spent under the direction of the Town Manager/Permanent Public Building Committee, and to meet this appropriation, that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under Chapter 44 of the General Laws or any other enabling authority, and further that \$23,192 be transferred from Article 33 of the May

1993 Annual Town Meeting; or take any other action relative thereto.

INSERTED BY: Board of Selectmen

FINANCE COMMITTEE RECOMMENDS THAT: Article be Adopted

Article Information: This Article seeks to appropriate monies to construct a new building to house the Town's Senior Center and Council on Aging. A Senior Center is the focal point for aging service issues in a community and serves residents of all ages in responding to these issues. The Center is the gateway to information and services that support and enable this multigenerational group (ages ranging from 60 to over 100) to maintain health, independence and optimal level of functioning in many aspects of life. This new building will also house the staff of the Council on Aging and its many active volunteers, all of whom contribute to the fulfillment of that department's mission and goals. The existing Senior Center and Council on Aging is located in a basement that has environmental issues as well as inadequate parking, programming and office/counseling space to support its core missions. From 2008 – 2010, a Senior Center Study Committee held numerous public meetings, conducted research and made recommendations on these matters, and the Town has spent \$121,016 to conduct Feasibility Studies on five potential building sites. In accordance with the appropriation of \$500,000 by the November 8, 2010 Special Town Meeting, a design has been completed for a new Senior Center at the Needham Heights MBTA commuter parking lot location. Town Meeting also approved a transfer of land between the Town and the MBTA that will enable the Town to construct the Center at this site. The requested funding will allow for the construction of the approximately 20,000 square-foot Senior Center building to begin in the winter of 2012. Construction is estimated to be completed in 18 months.

ARTICLE 15: APPROPRIATE FOR SEWER PUMP STATION/RESERVOIR B

To see if the Town will vote to raise, and/or transfer and appropriate a sum for renovations and improvements to the Reservoir B sewer pump station, including without limitation all costs thereof as defined in Section 1 of G.L. c.29C; to be spent under the direction of the Town Manager, and to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under G.L. c.44, §7, G.L. c.29C or any other enabling authority; that the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow all or a portion of the amount from the Massachusetts Water Pollution Abatement Trust (MWPAT) established pursuant to G.L. c.29C and/or the Massachusetts Water Resources Authority (MWRA) and in connection therewith, to enter into a loan agreement and/or security agreement with the MWPAT and/or a loan agreement and financial assistance agreement with the MWRA with respect to such loan; that the Town Manager is authorized to contract with the MWPAT, the MWRA and the Department of Environmental Protection with respect to such loan and for any federal, state or other aid available for the project or for the financing thereof; that the Town Manager is authorized to enter into a project regulatory agreement with the Department of Environmental Protection; and that the Town Manager is authorized to expend all funds available to the project, or take any other action relative thereto.

INSERTED BY: Board of Selectmen

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

Article Information: As part of the Wastewater System Master Plan, the Reservoir B Sewage Pumping Station was evaluated to determine its current physical condition, capacity vs. current and future flow projections, and compliance with current codes and standards of operation. The Reservoir Street "B" Sewage Pumping Station is the second oldest station in the system. Its back-up auxiliary engine has failed, and its pumps have been replaced with refurbished pumps until the station can be replaced. The

station suffered a catastrophic failure almost a year before the refurbished pumps were installed and portable pumps had to be brought in to pump the sewage until the station could be temporarily repaired. The zoning changes instituted over the past decade to spur growth in the Needham Business Center will result in a significant increase in sewage flow to the station; however, the station must be replaced in order for the development of the business center to occur.

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

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

Given under our hands at Needham aforesaid this 27th day of September, 2011.

Maurice P. Handel, Chairman
Gerald A. Wasserman, Vice Chairman
Daniel P. Matthews, Clerk
John A. Bulian
James G. Healy

A TRUE COPY

Attest:

Constable:

(This page has been left blank intentionally.)

**Town Clerk's Office
Needham, MA 02492**

**First Class Mail
U.S. Postage Paid
Needham, MA
Permit No. 58224**

ATTN: SPECIAL TOWN MEETING WARRANT

November 7, 2011 Special Town Meeting/Positions on Warrant Articles

Article	Title	Status	BOS Rec.	FC Rec.	BOS Member	FC Member
1	Abandon Eaton Square				Dan M.	
2	Lay-out Reservoir Street				Jim H.	
3	Zoning/Apartment District			Adopt	Moe H.	
4	Zoning/NEBC			Adopt	Moe H.	
5	Collective Bargaining/ITWA		Adopt	Adopt	Dan M.	
6	Collective Bargaining/PSO				Dan M.	
7	Appropriate to WC Fund			Adopt	Jim H.	
8	Adopt Stretch Energy Code		Adopt		Jerry W.	
9	Amend FY2012 Operating Budget				Moe H.	
10	Amend FY2012 RTS Enterprise Fund Budget		Adopt	Adopt	John B.	
11	Amend FY2012 Sewer Enterprise Fund Budget		Adopt	Adopt	John B.	
12	Amend FY2012 Water Enterprise Fund Budget		Adopt	Adopt	John B.	
13	Appropriate for Unpaid Bills		Adopt	Adopt	Moe H.	
14	Appropriate for Senior Center			Adopt	Jim H.	
15	Appropriate for Pump Station/Reservoir B		Adopt		John B.	

Board of Selectmen

AGENDA FACT SHEET for 10/25/2011

Agenda Item: Boston Region Metropolitan Planning Organization Election

Presenter(s): Board Discussion

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The Board will discuss the election for open seats on the Boston Region Metropolitan Planning Organization. Chairman Moe Handel will attend the MPO election on Wednesday, October 26, 2011.

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

Suggested Motion: That the Board vote to authorize the chair to vote for the Towns of Needham and _____ for the two At-large Town seats; for the cities of Everett and Newton for the two At-Large City Seats; for the Town of _____ for the SWAP seat; for the Town of Norwood for the TRIC seat; for the City of Beverly for the NSTF seat; and for the City of Woburn for the NSPC seat.

3. BACK UP INFORMATION ATTACHED:

- a. Election Instructions dated October 7, 2011
- b. 2011 MPO Absentee Ballot
- c. Statements of Candidacy

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:** _____



RECEIVED
OFFICE OF NEEDHAM
OFFICE OF SELECTMEN

2011 OCT 12

MBTA Advisory Board

177 Tremont Street, Boston, MA 02111

Tel: (617) 426-6054 Fax: (617) 451-2054

October 7, 2011

TO: Chief Elected Officials

FR: Paul Regan, Executive Director, MBTA Advisory Board
Marc Draisen, Executive Director, Metropolitan Area Planning Council

RE: Municipal Elections to the Boston Region Metropolitan Planning Organization

We are pleased to forward the 2011 MPO Ballot, the candidates' statements of candidacy, and the election procedures for the elected municipal seats on the Boston Region Metropolitan Planning Organization (MPO). This year there are eight (8) such municipal open seats on the MPO, with contested races for the two At-Large Town seats and the South West Area Planning Committee (SWAP) seat.

Key Dates and Locations:

- | | |
|------------------|--|
| October 12, 2011 | Candidates Forum
4:30 PM, State Transportation Building, Conference Rooms 2 & 3
10 Park Plaza, Boston. |
| October 25, 2011 | Absentee Ballots Due
5:00 PM delivered by mail or in person (<u>No Fax or Email</u>) to:
BOSTON REGION MPO ELECTIONS
Metropolitan Area Planning Council
60 Temple Place, 6 th Floor
Boston, MA 02111 |
| October 26, 2011 | MPO Municipal Election
At MAPC Fall Council Meeting, 8:30 – 11:30 AM.
Cambridge Marriott, Two Cambridge Center, 50 Broadway,
adjacent to the Kendall Square MBTA Red Line station.
Designee letters due 9:30 AM. |

Voting Rules:

One vote may be cast by each of the Chief Elected Officials of the 101 municipalities in the Boston region, for each open seat (there are 8 open seats). Ballots may be cast by one of the following ways:

1. By the CEO, in-person, on October 26, 2011 at MAPC Fall Council Meeting.
2. By Absentee Ballot, delivered by mail or in-person to MAPC by 5:00 PM on October 25, 2011.
3. By a designee, in-person, on October 26, 2011 at MAPC Fall Council Meeting.

Each Chief Elected Official or their designee, regardless of which sub-region they are in, or whether they represent a city or a town, may cast one vote for each of the eight open MPO seats (for a total of 8 votes cast).

Appointing Designees:

Designees shall present a signed letter or signed MPO Ballot by the CEO of the municipality they are representing, to MAPC staff prior to the election or by 9:30 AM on the day of the election. Designees may represent only one community in the election.

Election:

- The designated officials of MAPC and of the MBTA Advisory Board shall supervise the election.
- Ballots shall be tallied and the results shall be reported to the assembly.
- For sub-regional seats, the municipality with the most votes shall be elected.
- For at-large seats, the two cities and two towns with the most votes shall be elected.
- For both the at-large city and town seats, the city and the town with the most votes shall serve a fourth year.

Certification of Results:

- The results of the election shall be certified by the Chairman of the MPO by 12 noon on Friday October 28, 2011.

First MPO Meeting:

The Boston Region MPO regularly meets at 10:00 AM on the first and third Thursdays of every month. Candidates that are elected to the MPO are asked to plan to attend their first MPO meeting on November 3, 2011 at 10:00 AM. The meeting is estimated to last two hours but may last longer. It will be held in conference rooms 2 and 3 in the State Transportation Building, 10 Park Plaza, Boston. If you have questions about the meeting, please contact Pam Wolfe, Manager, Certification Activities, 617-973-7141 or pwolfe@bostonmpo.org.

We appreciate the interest shown by the candidates in choosing to serve in these seats on the MPO and for your interest in this important matter. We look forward to your participation. Please contact Eric Bourassa at MAPC (617-451-2770 x 2043) or Paul Regan, Executive Director of the MBTA Advisory Board (617-426-6054), if you have any questions concerning this election.

Attachments:

- 2011 MPO Absentee Ballot
- Election Procedures Boston MPO
- Statement of Candidacy – Clarissa Rowe, Arlington
- Statement of Candidacy – Maurice P. Handel, Needham
- Statement of Candidacy – Hank Manz, Lexington
- Statement of Candidacy – Charles M. Hughes, Natick
- Statement of Candidacy – Carlo DeMaria, Everett
- Statement of Candidacy – Setti Warren, Newton
- Statement of Candidacy – Richard Dunne, Medway
- Statement of Candidacy – Todd A. Cestari, Hopkinton
- Statement of Candidacy – Michael J. Lyons, Norwood
- Statement of Candidacy – William Scanlon, Beverly
- Statement of Candidacy – Scott D. Galvin, Woburn

2011 MPO Absentee Ballot

The MPO Election will be held on Wednesday, October 26, 2011
MAPC Fall Council Meeting, 8:30 AM – 11:30 AM.
Cambridge Marriott, Two Cambridge Center, 50 Broadway.

**Absentee ballots must be delivered by October 25, 2011
via mail or in person (No Fax or Email) by 5 PM to:**
BOSTON REGION MPO ELECTIONS
Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

Each Chief Elected Official, regardless of which sub-region they are in, or whether they represent a city or a town, may cast one vote for each of the eight open MPO seats.

Chief Elected Official may:

Vote for only two At-Large Town seats

At-Large Town Ballot

- Arlington Clarissa Rowe, Selectman
- Needham Maurice P. Handel, Selectman
- Lexington Hank Manz, Selectman
- Natick Charles M. Hughes, Selectman

Vote for only two At-Large City seats

At-Large City Ballot

- Everett Carlo DeMaria, Mayor
- Newton Setti D. Warren, Mayor

Vote for only one South West Area Planning Committee (SWAP) seat

SWAP Ballot

- Medway Richard Dunne, Selectman
- Hopkinton Todd A. Cestari, Selectman

Vote for only one Three Rivers Interlocal Council (TRIC) seat

TRIC Ballot

- Norwood Michael J. Lyons, Selectman

OVER

Vote for only one North Shore Task Force (NSTF) seat

NSTF Ballot	
<input type="checkbox"/>	Beverly William Scanlon, Mayor

Vote for only one North Suburban Planning Council (NSPC) seat

NSPC Ballot	
<input type="checkbox"/>	Woburn Scott D. Galvin, Mayor

Municipality _____ Chief Elected Official _____
(Signature)

(Print or type name)

Fill this box out only if you (Mayor or Chair Board of Selectman) are appointing someone to vote in your place in person on October 26th.

Designation of alternate (by Mayor or Chair Board of Selectman):	
I hereby authorize _____ to cast the ballot for _____ (name) (municipality)	
_____ Chief Elected Official (signature)	_____ Date

DO NOT REPRODUCE AND DISTRIBUTE BALLOTS TO INFLUENCE THE ELECTION PROCESS.

Absentee ballots must be delivered via mail or in person (No Fax or Email) by 5 p.m. on October 25, 2011 to:

BOSTON REGION MPO ELECTIONS
Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

Vote for only one North Shore Task Force (NSTF) seat

NSTF Ballot		
<input type="checkbox"/>	Beverly	William Scanlon, Mayor

Vote for only one North Suburban Planning Council (NSPC) seat

NSPC Ballot		
<input type="checkbox"/>	Woburn	Scott D. Galvin, Mayor

Municipality _____ Chief Elected Official _____
(Signature)

(Print or type name)

Fill this box out only if you (Mayor or Chair Board of Selectman) are appointing someone to vote in your place in person on October 26th.

Designation of alternate (by Mayor or Chair Board of Selectman):	
I hereby authorize _____ to cast the ballot for _____	
(name)	(municipality)
_____ Chief Elected Official (signature)	_____ Date

DO NOT REPRODUCE AND DISTRIBUTE BALLOTS TO INFLUENCE THE ELECTION PROCESS.

Absentee ballots must be delivered via mail or in person (No Fax or Email) by 5 p.m. on October 25, 2011 to:

BOSTON REGION MPO ELECTIONS
Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

Official Notice

2011 Boston Region MPO Municipal Election Procedures

On Wednesday October 26, 2011, elections will be held for eight (8) of the twelve (12) total local municipal seats on the Boston Region Metropolitan Planning Organization (MPO). The election will be convened at the MAPC Fall Council meeting, which will be held at the Cambridge Marriott, Two Cambridge Center, 50 Broadway, Cambridge MA 02142, adjacent to the Kendall Square MBTA Red Line station, 8:30 – 11:30 AM. At that time eight (8) municipalities will be elected to the MPO by the chief elected officials of the 101 municipalities which constitute the Boston metropolitan region. Pursuant to the Memorandum of Understanding, approved on July 7, 2011 detailing the restructuring of the MPO, the Metropolitan Area Planning Council (MAPC) and the MBTA Advisory Board (Advisory Board) will administer the election of the municipal representatives to the MPO.

New MPO Structure

The new MPO will be made up of twenty two (22) seats, which include:

Massachusetts Department of Transportation (MassDOT) with three seats appointed by the Secretary of Transportation, at least one of which is from its Highway Division;
Massachusetts Bay Transit Authority (MBTA);
Massachusetts Port Authority (Massport);
Metropolitan Area Planning Council (MAPC);
MBTA Advisory Board;
Regional Transportation Advisory Council (RTAC);
City of Boston with two MPO seats;
Eight (8) elected municipalities, one seat each from the eight MAPC sub-regions;
Two (2) cities filling at-large seats;
Two (2) towns filling at-large seats.

MPO Seats Up For Election

One (1) from the North Shore Task Force sub-region
One (1) from the North Suburban sub-region
One (1) from the South West Advisory Planning Committee (SWAP) sub-region
One (1) from the Three Rivers Interlocal Council (TRIC) sub-region
Two (2) at-large town seats
Two (2) at-large city seats

Terms of election on the new MPO are for three years, however adjusting to the new membership will call for a few anomalies in the terms for several of the elected municipalities. For the 2011 elections, the city and the town running for an at-large seat that receive the most votes will serve an additional (fourth) year on the MPO. The North Suburban and TRIC representatives will also serve a fourth year. These communities will serve an additional year in order to stagger the MPO elections in future years so that there are four (4) municipal seats up for election each year.

Nomination Process

Nominees for the elected municipal seats shall be the chief elected official of the municipality. In cities, this is the Mayor or, if the city does not have the office of Mayor, then the Chairman of the Council, with the exception of Plan E cities (Cambridge) in which case it shall be the City Manager. In towns, the chief elected official is the Chairman of the Board of Selectmen. The MPO will accept the Chairman's nomination regardless if the full Board of Selectman has not voted it.

A nominee for an open municipal seat must receive five nominations made by any chief elected official from the Boston region. A chief elected official may nominate his or her municipality and that nomination shall count as one of the five nominations needed to place a municipality on the ballot.

Each chief elected official may only sign nomination papers for one municipality per sub-region for the four open sub-regional seats, and one nomination paper for each of the at-large seats (two cities and two towns). Nomination papers must be filed by 5 PM on Friday September 23, 2011 with the Executive Director of the Metropolitan Area Planning Council (MAPC) who will coordinate the certification of the nominations with the Executive Director of the Advisory Board.

Nomination papers shall include a statement of candidacy (250 word limit) of the community.

Nominations papers are due on Friday, September 23, 2011 to MAPC by 5:00 PM and must be filed in person or by mail at MAPC, 60 Temple Place, 6th Floor, Boston, MA 02111, Attn: MPO Elections. Faxes or emails will not be accepted.

Voting Process

Each of the 101 communities may vote for one (1) municipality from each of the four (4) open sub-regional seats, one (1) town for each of the two (2) open at-large town seats, and one (1) city for each of the two (2) open at-large city seats, for a total of eight (8) votes that each of the 101 municipalities may cast.

MAPC Sub-regions

Attached for your reference is a list and map of towns and cities by sub-region. (Attachment A). Because Bedford (Minuteman Advisory Group on Interlocal Coordination), Somerville (Inner Core Committee), Framingham (Metro West Regional Collaborative), and Braintree (South Shore Coalition) already serve on the MPO until at least 2012, only communities from the North Suburban Planning Council, North Shore Task Force, South West Advisory Planning Committee, and Three Rivers Interlocal Council can run for the open sub-regional seats. However, any municipality not currently serving on the MPO may run for one of the two open at-large town seats and two at-large city seats.

Ballot

A ballot will be prepared by MAPC and the Advisory Board based on the certification of nomination papers for the communities. The ballot shall contain a list of the nominated municipalities. Candidate communities shall appear on the ballot in an order drawn by lot by designated officers of MAPC and the Advisory Board. The subregion of each of the communities, as well as the communities running for at-large seats, shall be identified on the ballot. A candidates' booklet shall be issued that shall contain the statement of candidacy of the communities. The list of communities shall appear in the booklet in the same order that they appear on the ballot. In the second mailing, MAPC and the Advisory Board will include an absentee ballot and instructions for how municipalities can cast their vote.

Opportunities for Discussion with Representatives of the Candidate Communities

The Metropolitan Area Planning Council and the MBTA Advisory Board shall provide appropriate opportunities for the electorate to meet representatives of candidate communities and discuss issues. In 2011, this will be accomplished by holding a Candidates Night approximately two weeks before the MPO election. The date, time, and location of the Candidates Night will follow in a second mailing.

Election

The election will be held at MAPC's Fall Council Meeting on Wednesday October 26, 2011 at the Cambridge Marriott, Two Cambridge Center, 50 Broadway, Cambridge MA 02142, adjacent to the Kendall Square MBTA Red Line station, 8:30 – 11:30 AM. On that day, the designated officers of

MAPC and the Advisory Board shall supervise the election to the municipal seats. Ballots shall be cast by the chief elected official of the community (as defined by the rules for nominees), or that person's designee. Designees shall present a letter signed by the chief elected official to the designated officers of MAPC and of the Advisory Board 30 minutes prior to the convening of the election on election day. This letter will appoint the designee and confirm his or her authority to cast the community's ballot. Such a designation shall be delivered in person or by mail. Designees may represent only one community in the election. The designation may require the designee to vote for specific individuals or may vest discretion in the designee.

If the chief elected official is unable to attend the election and does not designate another individual to attend, an absentee ballot may be filed. Such an absentee ballot must be filed by 5 PM on Tuesday October 25, 2011 with the Metropolitan Area Planning Council, 60 Temple Place, Boston, MA 02111. **No faxes will be accepted.** This ballot is valid for any election (e.g. run off election in case of a tie) held on the day of the MPO election for which the candidates selected on the ballot are still eligible to receive votes.

The eight municipalities that receive the most votes, from the 101 cities and towns in the region, for the open seats for which they are running, shall be elected to a three-year term. The exception, for the 2011 elections, is that the city and the town running for an at-large seat that receive the most votes will serve an additional (fourth) year on the MPO.

The seats are held by the municipality and the chief elected official (or their official designee) shall represent the municipality throughout the municipality's term of office.

The designated officers of MAPC and of the Advisory Board shall certify the results of the election to the chairman of the MPO by 12 noon on Friday October 28, 2011.

MAPC Sub-regions

SUBREGION	COMMUNITIES
North Shore Task Force	Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Manchester-by-the-Sea, Marblehead, Middleton, Nahant, Peabody, Rockport, Salem, Swampscott, Topsfield, Wenham
North Suburban Planning Council	Burlington, Lynnfield, North Reading, Reading, Stoneham, Wakefield, Wilmington, Winchester, Woburn
Minuteman Advisory Group Interlocal Coordination (MAGIC)	Acton, Bedford, Bolton, Boxborough, Carlisle, Concord, Hudson, Lexington, Littleton, Lincoln, Maynard, Stow, Sudbury
MetroWest Regional Collaborative	Ashland, Framingham, Holliston, Marlborough, Natick, Southborough, Wayland, Wellesley, Weston
South West Advisory Planning Committee (SWAP)	Bellingham, Dover, Franklin, Hopkinton, Medway, Milford, Millis, Norfolk, Sherborn, Wrentham
Three Rivers (TRIC)	Canton, Dedham, Dover, Foxborough, Medfield, Milton, Needham, Norwood, Randolph, Sharon, Stoughton, Walpole, Westwood
South Shore Coalition	Braintree, Cohasset, Duxbury, Hanover, Hingham, Holbrook, Hull, Marshfield, Norwell, Pembroke, Rockland, Scituate, Weymouth
Inner Core	Arlington, Belmont, Boston, Brookline, Cambridge, Chelsea, Everett, Lynn, Malden, Medford, Melrose, Milton, Newton, Quincy, Revere, Saugus, Somerville, Waltham, Watertown, Winthrop

Metropolitan Area Planning Council 101 Cities and Towns

Cities

Beverly	Lynn	Revere
Boston	Malden	Salem
Braintree	Marlborough	Somerville
Cambridge	Medford	Waltham
Chelsea	Melrose	Watertown*
Everett	Newton	Weymouth
Franklin*	Peabody	Woburn
Gloucester	Quincy	

**MAPC Legal Counsel has rendered an opinion that Franklin and Watertown are defined as cities for the purpose of the MPO Election.*

Towns

Acton	Hopkinton	Randolph
Arlington	Hudson	Reading
Ashland	Hull	Rockland
Bedford	Ipswich	Rockport
Bellingham	Lexington	Saugus
Belmont	Lincoln	Scituate
Bolton	Littleton	Sharon
Boxborough	Lynnfield	Sherborn
Brookline	Manchester	Southborough
Burlington	Marblehead	Stoneham
Canton	Marshfield	Stoughton
Carlisle	Maynard	Stow
Cohasset	Medfield	Sudbury
Concord	Medway	Swampscott
Danvers	Middleton	Topsfield
Dedham	Milford	Wakefield
Dover	Millis	Walpole
Duxbury	Milton	Wayland
Essex	Nahant	Wellesley
Foxborough	Natick	Wenham
Framingham	Needham	Weston
Hamilton	Norfolk	Westwood
Hanover	North Reading	Wilmington
Hingham	Norwell	Winchester
Holbrook	Norwood	Winthrop
Holliston	Pembroke	Wrentham

Overview of MPO Member Responsibilities

Background:

The Metropolitan Planning Organization is established as a required part of the transportation planning process under federal law. It is responsible for planning and programming financial resources for a multi-modal transportation system for the Boston region. The MPO was established in 1973. In 2011 the MPO Memorandum of Understanding (MOU) was updated to reflect the new Massachusetts Department of Transportation (MassDOT) and the new MPO membership.

The Boston MPO Memorandum of Understanding (MOU) that details the governing structure and process of the MPO can be viewed at www.bostonmpo.org/mou

Specific Responsibilities:

The MPO must prepare and approve several plans and programs on an annual basis. These include:

- The Unified Planning Work Program (UPWP), which programs funds for transportation planning programs in the region;
- The Transportation Improvement Program (TIP), which programs federal, state, and local funding for surface transportation projects (highway and transit).

The MPO also prepares and approves several other plans and programs as necessary. These include:

- The Regional Transportation Plan (RTP), which provides a 25-year plan for the Region's transportation needs and priorities and;
- The conformity of all surface transportation plans and programs with applicable federal laws (including air quality, and the Americans with Disabilities Act).

MPO Meetings:

Meetings are held as needed to accomplish the MPO's business. There are approximately two MPO related meetings a month that are held in Boston, during the day, at the state transportation building. Four of these meeting will be held quarterly outside of Boston. These meetings typically occur at 10am on the first and third Thursday of the month, and last approximately three hours. The MPO has the authority to establish necessary committees to accomplish its responsibilities. Recent experience suggests that the municipal members of the MPO or their designees attend at least two meetings per month to accomplish the work of the committees.

MPO Statement of Candidacy

(250 Word Limit)

Community: Arlington

Chief Elected Official: Clarissa Rowe, Chair, Board of Selectmen

(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Metropolitan Planning Organization)

The Town of Arlington is interested in representing the region's municipalities on the Metropolitan Planning Organization (MPO), as one of two At-large Town MPO members. The Town of Arlington has participated in MPO board decision-making for the past two years, through its participation in the Regional Transportation Advisory Council (RTAC). As chair of RTAC, Arlington's Senior Planner Laura Wiener has been involved in MPO deliberations and decisions.

Arlington's Selectmen Chair Clarissa Rowe is a landscape architect and planner, with 36 years of experience in urban design and planning. She is co-owner of the landscape architecture firm Brown, Richardson, & Rowe. As a selectman, she has taken the lead on issues related to land use and transportation, including the redesign of Mass. Ave. in Arlington. That project involves making Mass. Ave. into a complete street that accommodates pedestrians, transit users, bike riders and drivers. She strongly supports good urban design, regional planning and economic development, and strategic use of limited public resources.

Arlington will support transportation planning that supports smart growth by encouraging development where infrastructure already exists, and discouraging it in undeveloped and environmentally sensitive locations. Arlington strongly supports public transit and strategic highway and road improvements to promote economic development.

The MPO will need to continue to work smarter, in order to make the best use of severely limited resources. That includes making small changes that can open up bottlenecks, and open up important areas for growth.

MPO Statement of Candidacy

(250 Word Limit)

Community: NEEDHAM

Chief Elected Official: Maurice P. Handel, Chair, Board of Selectmen

(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Metropolitan Planning Organization)

Needham Board of Selectman Chair Maurice (Moe) Handel is a candidate for election to one of the two At-Large Town MPO seats to be filled at the MAPC Fall Council Meeting.

Although the eight MPO vacancies are allocated as "city," "town," and "regional" seats, they are each to be filled by vote of all MAPC representatives. The Needham Board of Selectman has unanimously voted to support Moe Handel's candidacy, and asks the consideration of all 101 voting communities.

In addition to service as a Selectman, Moe's local government experience includes 12 years on the Needham Planning Board, membership on the town's Council of Economic Advisors, and numerous task and study committees. He has worked for the Development Authority of Pittsburgh, Montefiore Hospital, Pittsburgh, and the Newton Wellesley Hospital, and as a healthcare and planning consultant in the Boston area. A native of Boston, Moe grew up in Newton, and is a United States Army veteran. He is a graduate of the Pennsylvania Military College (BA, Political Science), University of Pittsburgh (MPH), and Cornell University (MRP, Regional Planning).

Moe has a strong interest in regional planning and transportation issues, especially promoting regional economic growth through prioritized investment of available mass transportation and infrastructure improvement funding.

In local and regional governance, Moe has shown himself to work well in groups with diverse interests and viewpoints, to listen and help build consensus, and to help groups achieve their long term goals. He will be a strong addition to the MPO board's membership.

MPO Statement of Candidacy

(250 Word Limit)

Community: Town of Lexington

Chief Elected Official: Hank Manz, Chair, Board of Selectmen

(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Metropolitan Planning Organization)

Lexington is seeking a Boston MPO at-large Town membership. Lexington has a deep interest and significant record in regional transportation issues, and believes that it strongly contributes to effective regional transportation planning and programming. Lexington is a long-time member of the Regional Transportation Advisory Council (Advisory Council), and several of our residents play key transportation roles.

Lexington is located on Route 128 and at the edge of the T's service area. Our residents (and thousands of others who work in Lexington) rely on both transit and roadway infrastructure to get around the metropolitan area. We are oriented equally towards both Boston and to the outer suburbs. As a MAGIC subregion member, we understand transportation needs of developing and mature suburbs.

Lexington was instrumental in creating a coalition of five communities that is pursuing multi-modal solutions to key sections of Route 128. Lexington is at the forefront in local transit services and bikeways, especially in our local Lexpress mini-bus system, and the Minuteman Commuter Bikeway. Lexington collaborates with area towns in improving inter-town transit services, and participates in public/private partnerships.

Hank Manz, Selectmen Chair, will designate Richard Canale, Planning Board Chair, to represent Lexington. Richard, as a former Advisory Council chair, served on the Boston MPO (FFY02/03) as its representative. Thus, he directly understands MPO member responsibilities and need for regional collaboration/solutions. Richard, representing MAGIC, currently serves on several Advisory Council MPO committees. He impartially represents all 101 MPO communities and has an emphasis on public participation, equity, transparency, and consistency.

MPO Statement of Candidacy

Community: Natick

Chief Elected Official: Charles M. Hughes

Natick seeks an at-large Town seat on the Boston MPO to help ensure fair and farsighted funding of transportation improvements throughout the region. Natick is a regionally important community for employment and commerce, and is impacted by the need to maintain and improve the Boston area's transportation system to support economic recovery and growth.

If elected, our priorities are to ensure equitable funding of transportation projects; to work for visibility, transparency and credibility of the TIP process; to advocate for federal and state funding to sustain and modernize our transportation infrastructure; and to collaborate effectively with the communities and organizations represented on the MPO.

Natick is committed to regional partnerships. As among the first communities to join the MetroWest RTA, as an active member of our MAPC subregion, and as home to leaders who work to strengthen the entire region and the commonwealth, we can participate productively on the expanded MPO.

Natick understands the importance of every mode of travel: whether passenger or freight; bus, rail, auto, bicycle and pedestrian; mobility and disability issues; and the challenges of working within inherited systems and cultures. The Town supports infrastructure investment, with a track record of engaging the public on strategic issues.

We are grateful for community support for Natick's nomination and candidacy as an at-large Town member of the MPO.

We encourage interested officials to contact our Chair, Charlie Hughes at 508 596-5990 or BOS member Joshua Ostroff at 508 654-3330 with any questions, comments or concerns or ideas.

Statement of Candidacy for At Large City Seat

Community: City of Everett

Chief Elected Official: Carlo DeMaria

It is with great pleasure that I formally announce my candidacy for election to the Metropolitan Planning Organization as the At Large City seat candidate.

The City of Everett has been an active member of the MPO for over twelve years. As a past City representative, we have worked closely with other MPO members on the development of the Transportation Improvement Program, to ensure the implementation of much needed transportation projects in our region. Everett has been and active member of the UPWP and the TIP Criteria Subcommittee and was informed on every federal, state and local transportation issue. I strongly believe that our past experience allows me to be a well-educated representative working for you and the region.

Today, the benefits of a comprehensive system of mass transit are of utmost importance to the working people, businesses and the environment. If elected to the MPO, I will continue to work with my fellow MPO members to propose and indorse projects that will benefit the residents and businesses within the MPO region. My past experience and skills will prove to be beneficial as we work together to effectively stand for our regions' interests and communicate these interests in order to support local economics and improve our quality of life and the environment.

As the Mayor of the City of Everett, I am particularly aware of transportation issues facing the 101 communities in our region. Planning and overseeing local and regional transportation improvements has been and continues to be one of my top priorities. It will be my privilege to represent all of the 101 communities in our region and I look forward to working with you and your staff on future transportation issues.

I was born and raised in Everett where me and my wife, Stacy, have raised our three children, Carlo, Caroline and Alexandra Rose. For the last 14 years, I represented Everett, first, as a Ward 2 Councilor, then, as Alderman at Large. As an elected official, I work hard to serve the best interests of all of Everett's residents. I always put politics aside to solve real problems and I always put the families of Everett first.

I coached Little League and Pop Warner Football, taught Sunday-school at my local parish, and am successful small business owner. I graduated from Everett High School and Northeastern University, working multiple jobs to pay my way through school.

Currently, I am Vice Chairperson of the Mystic Valley Development Commission, the agency overseeing the development of the River's Edge Project. I serve on the United States Conference of Mayors.

MPO Statement of Candidacy

(250 Word Limit)

Community: City of Newton

Chief Elected Official: Mayor Setti D. Warren

(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Metropolitan Planning Organization)

- Mayor of Newton, 2010 – current
- Chair, U.S. Conference of Mayors' Community Development and Housing Committee, 2010-current
- Tour of duty in Iraq as a Navy Intelligence Specialist, 2007-2008
- Deputy State Director for the Office of Sen. Kerry in Massachusetts, 2005-2007
- National Trip Director for Senator Kerry's presidential campaign, 2003-2004
- Founding Member of the Newton Community Preservation Committee, 2002
- New England Director of FEMA, 1999-2000
- Special Assistant in the Office of Cabinet Affairs, 1996

The City of Newton brings the following strengths to the MPO:

- A proven commitment to the MPO and its subcommittees
- Knowledge of the MPO process, transportation projects across the region, and funding realities
- The ability to help address divergent interests and develop consensus among the municipalities in the region
- Support for the renewal of the federal gas tax in addition to the federal infrastructure bank, proposed by Senators Kerry and Hutchinson

An increasingly diverse and nearly built-out City of over 85,000, Newton is characterized by a patchwork of 13 Village Centers and has always been defined by water, rail and highway corridors. The City's Comprehensive Plan places great value in an active and constructive role in regional planning. As an elected member of the MPO since 1997, Newton has always recognized that each transportation decision impacts the health of our entire region, and has based its votes on the practicality and readiness of each project, environmental justice and geographic equity.

I sincerely look forward to continuing to serve on the Boston Region MPO and can assure you of Newton's commitment to a regional vision and mutual cooperation in the decision-making process.

MPO Statement of Candidacy

Community: Town of Medway

Chief Elected Official: Richard J. Dunne, Chairman of the Board of Selectmen

Medway Board of Selectman Chairman Richard Dunne is a candidate for election to the SWAP sub-regional seat on the MPO. In addition to the unanimous support of the Medway Board of Selectmen, he has been endorsed by communities from several sub-regions and seeks the support of all 101 voting MPO communities.

Mr. Dunne has served on the Medway Board of Selectmen since 2006 and is currently its chair. During his tenure, Rich has focused on improving efficiency in local government. He has had a major hand in reshaping Medway's municipal operations helping to bring the town into a solid financial position and develop long-term capital planning strategies to support Medway's vision for its future within common municipal budgeting constraints.

Rich is a results oriented entrepreneur with experience in acquisitions, turnarounds, finance, and strategic planning. Originally from Ireland and a former resident of Germany, he brings an international perspective to local and regional issues. As the chief operating officer of a local company, Rich understands the need for businesses to have access to the best available talent. The role of the MPO to provide transportation connections between the region's residents and employment opportunities is paramount to the economic growth and prosperity of the Boston metropolitan area. His innovation skills will inject creative energy to the planning and programming of financial resources for the region's multi-modal transportation system.

Sept. 20, 2011

MPO Statement of Candidacy

(250 Word Limit)

Community: **Town of Hopkinton**

Chief Elected Official: **Todd A. Cestari**

(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Metropolitan Planning Organization.)

I, Todd Cestari, Chair of the Hopkinton Board of Selectmen, am pleased to announce the Town of Hopkinton's candidacy for the sub-regional Southwest Area Planning (SWAP) open seats on the Boston Metropolitan Planning Organization (MPO). Since the establishment of the Boston MPO, Hopkinton has been elected for 13 years to represent the 101 cities and towns and is honored to currently serve as one of the elected local town representatives.

The Town has a strong history of representing all 101 communities fairly and impartially on matters of transportation planning and programming, and the allocation of funding resources. I believe the Town of Hopkinton shares the MPO's mission and shared values and vision expressed in the MetroFuture regional plan.

The Town of Hopkinton has selected its Director of Public Works, John Westerling, as its current representative to the MPO. If elected, the Town will continue to listen to the views of others, seek feedback, and work cooperatively and responsibly to approach the work of the MPO in a forward-looking manner.

The Town of Hopkinton wishes to continue for the SWAP sub-regional seat. I thank you for your vote of support of the Town of Hopkinton's candidacy, so that we may work together to implement our shared regional values and goals.

Town of Norwood – Statement of Candidacy – Boston MPO

The Town of Norwood wishes to serve as the sub regional seat for the Three Rivers Interlocal Council (TRIC). We need your vote to do this. Situated geographically in the center of the sub-region, Norwood is well qualified to represent TRIC as well as the entire Boston Region MPO.. Norwood has been an active participant in TRIC for many years and works closely with the surrounding communities on regional transportation issues. Norwood also participates in the Regional Working Group (RWG), a collaborative effort among several towns in the region and the Neponset Valley Chamber of Commerce. The RWG has been instrumental in advancing transportation projects such as the Route 128 add-a-lane, Route 1/95 Corridor study and the Route 93/95 interchange.

Transportation in the TRIC region is important for a number of reasons as the area includes Routes 128, 95, 93, 1, 1A and others as well as several commuter rail stops and stations, an airport and bus service from the T.

Norwood looks forward to being an active and committed member of the MPO and to bringing a perspective of regional stewardship to the table in a way that benefits all communities served by the Boston Region MPO.

MPO Statement of Candidacy

(250 Word Limit)

Community: City of Beverly

Chief Elected Official: William F. Scanlon, Jr., Mayor

(Suggestions include a brief statement of qualifications; comments on the importance of transportation to the region; and expectations for the Metropolitan Planning Organization)

A civil engineer by training and degree, I am now in my sixteenth year as Mayor of the City of Beverly. I have a good understanding of the transportation needs of our region. As the former President of the Massachusetts Municipal Association and the current chair of the North Shore Coalition of Mayors and Town Managers, I am familiar with the workings of government at both the local and State level.

We need to ensure that our transportation needs are well defined and that the solutions to these needs are pursued in a diligent manner, fair to all parties.

I reference my being the fortunate recipient in 2008 of the Theodore Mann Award for furthering regional planning and inter-governmental cooperation only to underscore my commitment to fairly and thoroughly represent the entire region if I am elected.

I would be pleased to talk to anyone who has questions. I am readily accessible now and will continue to be so if elected. You can be sure that I will attend all relevant meetings personally and that I will put forth my best efforts on projects important to your community and our region. My office direct line number is 978-921-8398. Thank you for your consideration.



Scott D. Galvin
Mayor

City of Woburn Massachusetts

City Hall
10 Common Street
Woburn, MA 01801

Tel: 781-897-5901
www.cityofwoburn.com

Statement of Candidacy for the North Suburban Planning Council Sub-Region Seat on MPO

As Mayor of the City of Woburn, I am a candidate to be the Representative of the North Suburban Planning Council sub-region of the Metropolitan Planning Organization. I am strongly aware of the infrastructure and public transportation issues affecting the nine communities in the North Suburban region, particularly as they relate to Routes 93 and 128.

My experience as Mayor, combined with my legal background, make me a solid candidate for the position. I have interacted with many state and federal agencies, and have attended numerous local transportation sessions. I am committed to ensuring that the North Suburban sub-region is well represented, and will advocate your interests through the UPWP, TIP and RTP.

Thank you for your consideration. I respectfully request your support on Wednesday, October 26, 2011. If you have any questions, please feel free to call me.

Board of Selectmen

AGENDA FACT SHEET for 10/25/2011

Agenda Item: Legislative Redistricting

Presenter(s): Board Discussion

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED:

The Board will discuss the legislative redistricting proposal.

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

3. BACK UP INFORMATION ATTACHED:

- a. Town of Needham Voter Precinct Map

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:** _____

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**Town of
Needham
Massachusetts**

Voter Precinct Map

Anthony L. Del Galzo, P.E. Town Engineer
Revised - April, 2003

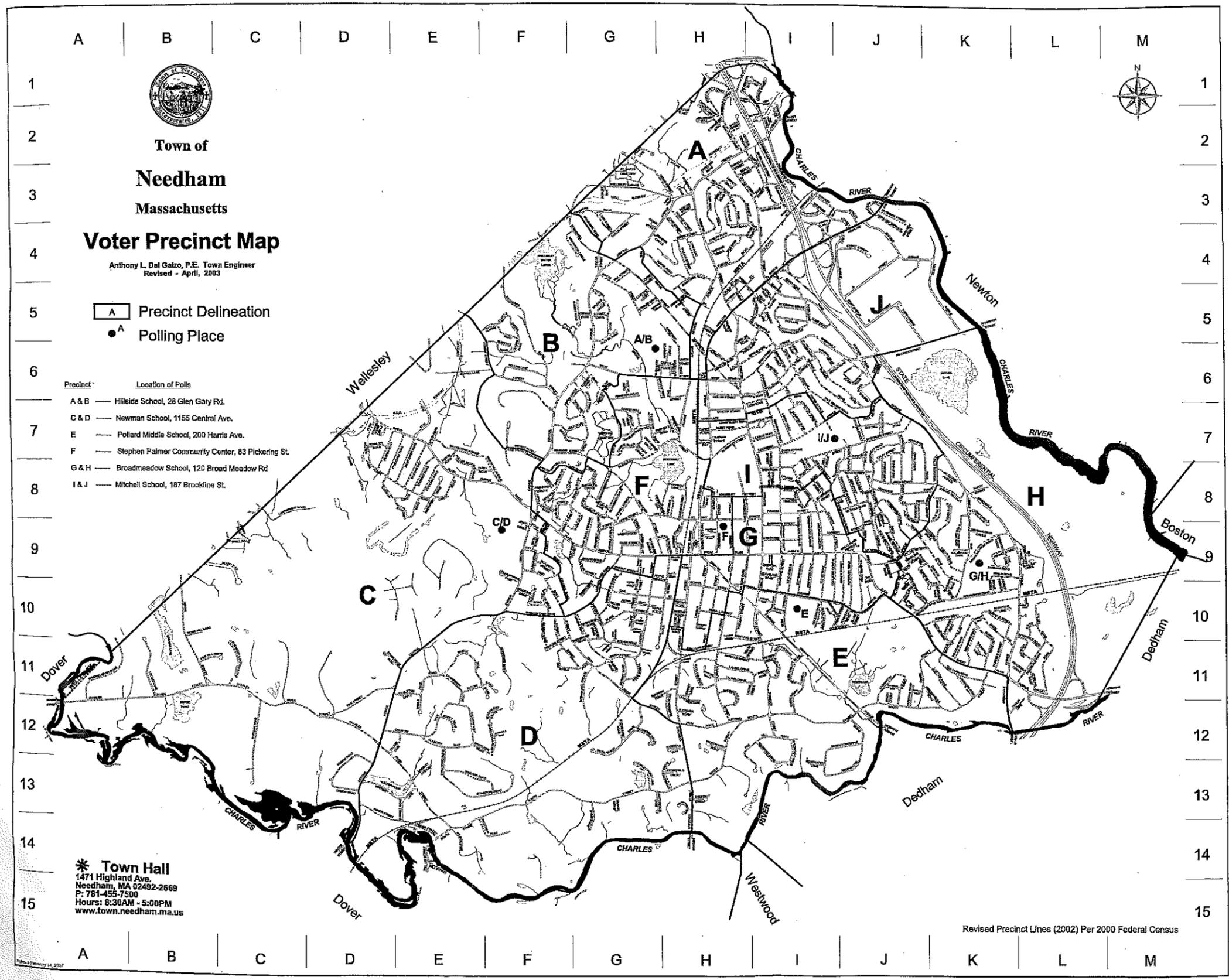
- A Precinct Delineation
- ^A Polling Place

Precinct	Location of Polls
A & B	Hillside School, 28 Glen Gary Rd.
C & D	Newman School, 1155 Central Ave.
E	Pollard Middle School, 200 Harris Ave.
F	Stephen Palmer Community Center, 83 Pickering St.
G & H	Broadmeadow School, 120 Broad Meadow Rd.
I & J	Mitchell School, 187 Brookline St.

* **Town Hall**
 1471 Highland Ave.
 Needham, MA 02492-2669
 P: 781-455-7500
 Hours: 8:30AM - 5:00PM
www.town.needham.ma.us

Revised February 14, 2003

A B C D E F G H I J K L M



Revised Precinct Lines (2002) Per 2000 Federal Census

Board of Selectmen

AGENDA FACT SHEET for 10/25/2011

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:** _____

**Town of Needham
Board of Selectmen
Minutes for October 11, 2011
Needham Public Library Community Room**

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. Mr. Healy arrived at 7:05pm.

7:00 p.m.

Proclamation - Needham High School's Class of 1961:

Mr. Matthews read a proclamation recognizing the 50th reunion of Needham High School's Class of 1961 on the weekend of October 14-16, 2011. He offered class members congratulations and best wishes for the many years ahead.

**Motion by Mr. Matthews that the Board of Selectmen vote to sign a proclamation recognizing the 50th reunion of Needham High School's Class of 1961 occurring during the Town of Needham's 300th Anniversary.
Second: Mr. Bulian. Unanimously approved 4-0.**

7:05 p.m.

Change of Manager, Bertucci's Restaurant:

Letiana Yin-Tate, proposed General Manager appeared before the Board. Mr. Handel noted Ms. Yin-Tate meets the statutory requirements to serve as a manager of a facility licensed to dispense alcohol. Ms. Fitzpatrick said the Town received a satisfactory CORI check.

**Motion by Mr. Wasserman that the Board of Selectmen approve and sign an application, for a Change in Manager to Letiana Yin-Tate, at Bertucci's Restaurant, 1257 Highland Avenue and to forward this application to the ABCC for approval pending receipt of satisfactory CORI check.
Second: Mr. Bulian. Unanimously approved 5-0.**

Mr. Matthews reminded Ms. Yin-Tate of Needham's historically dry status. He told Ms. Yin-Tate that she has an obligation to the public and that rules must be followed. He welcomed Ms. Yin-Tate to Needham and wished her well.

7:07 p.m.

Consent Agenda and Appointments:

Motion by Mr. Bulian that the Board of Selectmen vote to accept the Consent Agenda as presented.

APPOINTMENTS

- | | |
|--|---|
| 1. Cultural Council | Betty M. Mosley (6/30/2014)
David Ecsedy (6/30/2014) |
| 2. Needham Community Television
Development Corporation | Peter Hess (6/30/2014) |

CONSENT AGENDA *=Backup attached

- 1.* Approve minutes from August 16, 2011 and September 27, 2011 open meetings; Approve June 14, 2011, August 16, 2011, September 13, 2011, and September 27, 2011 executive session minutes.
2. Approve request from Park and Recreation Commission to host their annual "Spooky Walk" on Saturday, October 22nd, 2011 which commences on Town Common at 10:45am, with a rain date for Saturday, October 29th, 2011.
3. Accept the following donations made to the Needham Public Library for the period August 5, 2011- October 6, 2011: The following people made donations to the library in memory of Ruth Vincent: Gildenberg Family (\$100.00), Anthony John Turco & Family (\$50.00); Needham Author James Kreidler gave the library a copy of his new book, Zack's Daughters (\$25.00); Gail Hedges donated 35 science review books(\$1,113.77); Tap My Trees donated a copy of Maple Sugaring at Home by Joe McHale (\$7.95); Sarah Alexander sent the library \$50.00, commission from the sale of a painting that hung in the Friends' Galler; Brad Pitman gave the library a copy of his book, Ma Is Back! (\$13.95); Catherine and Barbara Collishaw made a donation in memory of Lillian Yen Chen (\$25.00); The Middlesex Savings Bank donated library information book marks (price not known); Ellen Taub gave the library four wooden children's puzzles (\$55.00)
4. Grant permission for the Needham 300 to use Garrity Way and the Town Common for a dance performance and carnival games and street performers to be held as part of the Town Hall Rededication day on November 5, 2011. Times to be utilized would be from 12:00 noon until 3:00 pm.
5. Accept a gift of an eight foot American Elm tree from the Town of Wellesley as part of the Town's 300th anniversary.
6. Vote to designate Ian Mason, Christine Mason, Ray Darnell, and the Mayor and Mayoress, Martin and Dawn Spurling, as honorary citizens of the Town of Needham.

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

7:08 p.m.

Senior Center Update:

George Kent, Chairman, PPBC and Steve Popper, Director of Design and Construction appeared before the Board with an update on the progress of the design for the new Senior Center. Mr. Kent showed the Board an illustration of what the new Senior Center will look like. Mr. Kent outlined the most recent cost estimate and said two firms provided estimates for the project at the design and development phase, as well as during the construction document phase. He stated that the design and development estimate went up due to the increased scope of work necessary for grading and storm water management. Mr. Kent said the original project cost was approximately \$8.7 million and increased to \$8.9 million. He discussed the value engineering process to reduce the cost of the project, and said some elements of the project, not related to the construction of the building, have been reduced or eliminated to lower the project budget. Mr. Kent spoke about the possibility of private fundraising for some items. Mr. Kent said the total amount for the project recommended by the PPBC is \$8,575,000, including \$500,000 for work already done. He recommended that the amount requested in the Warrant Article is \$8,075,000. Mr. Kent mentioned it is an excellent bidding climate and the costs of material have come down in recent months.

Mr. Wasserman asked for clarification on proposed items cut from the budget, specifically about furniture. Mr. Kent explained some items were either accepted or rejected as a value engineered item cost. Mr. Popper said it makes more sense to fundraise for certain items, including furniture, pictures and equipment. Ms. Fitzpatrick clarified that basic furniture for staff and participants is included in the project budget.

Mr. Healy said he agrees with the decision on the contingency and asked how much it will be decreased. Mr. Kent said that the construction contingency is usually 7.5%, but has been reduced to 6%. Mr. Healy asked what the deadline is to have funds committed to restore some items important to the initial phases of construction? Mr. Popper said December 31, 2011 would be the deadline.

Mr. Handel thanked Mr. Kent and Mr. Popper for their work.

7:30 p.m.

Intention to Abandon or Discontinue Eaton Square:
Richard P. Merson, DPW Director, Anthony DelGaizo, Town Engineer, and Lee Newman Director of Planning and Community Development appeared before the Board regarding the discontinuance or abandonment of all or a portion of Eaton Square as proposed for the November 2011 Town Meeting.

Mr. Healy recused himself from the discussion as he is a member of the Advisory Council for the Needham Bank.

Ms. Newman stated the Needham Bank is proposing an addition of approximately 7,500 sq. ft. to the bank. Ms. Newman said the Town is considering consolidating properties and reconfiguring Eaton Square to increase the number of parking spaces. Ms. Newman showed the Board the proposed plan.

Motion by Mr. Matthews that the Board vote to approve and sign Form 2 and Form 2A indicating its intention to discontinue or abandon all or a portion of Eaton Square.

Second: Mr. Bulian. Unanimously approved 4-0.

7:35 p.m.

Intention to Layout Streets for Town Acceptance at East side of Reservoir Street in front of 274 Reservoir Avenue:

Richard P. Merson, DPW Director and Anthony DelGaizo, Town Engineer appeared before the Board regarding an alteration of a portion of Reservoir Street proposed for Town acceptance at the November 2011 Town Meeting. Mr. Merson said the portion of Reservoir Street of interest is the east side of the road in front of 274 Reservoir Street (property currently occupied by the Town of Needham's sewage pumping station). Mr. DelGaizo confirmed only the lot line is moving, the road surface will remain as is.

Motion by Mr. Wasserman that the Board vote to approve and sign Form 2 and Form 2A indicating its intention to layout the east side of Reservoir Avenue in front of 274 Reservoir Avenue.

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

7:40 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager appeared before the Board with 5 items to discuss:

1. Approve Sale of Bonds and Notes:

Dave Davison ATM/Finance Director and Evelyn Poness, Treasurer appeared before the Board to review the results of the bond sale and discuss the S&P rating.

Motion A

Motion by Mr. Matthews that the Board vote to approve the sale of \$5,762,000 1.50 percent General Obligation Bond Anticipation Notes of the Town dated October 14, 2011, payable June 15, 2012 (the "Notes"), to Eastern Bank at par and accrued interest plus a premium of \$47,869.58.

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

Motion B

Motion by Mr. Matthews that the Board vote to approve the sale of the \$2,460,000 General Obligation Municipal Purpose Loan of 2011 Bonds of the Town dated October 18, 2011 (the "Bonds"), to Roosevelt & Cross, Inc. at the price of \$2,482,738.55 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on August 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2012	\$235,000	2.00%	2020	\$180,000	2.50%
2013	200,000	2.00	2021	180,000	2.50
2014	200,000	2.00	2022	105,000	2.75
2015	200,000	2.00	2023	105,000	3.00
2016	200,000	2.00	2024	105,000	3.00
2017	180,000	2.00	2025	105,000	3.00
2018	180,000	2.00	2026	105,000	3.125
2019	180,000	2.25			

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

Motion C

Motion by Mr. Matthews that the Board vote to approve 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 September 28, 2011, and a final Official Statement dated October 5, 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.

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

Motion D

Motion by Mr. Matthews that the Board vote to approve that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated September 28, 2011, and a final

Official Statement dated October 5, 2011, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

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

Motion E

Motion by Mr. Matthews that the Board vote to approve 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.

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

Motion F

Motion by Mr. Matthews that the Board vote to approve that the consent to the financial advisor bidding for the Bonds and Notes as executed prior to the bidding for the Bonds and Notes is hereby confirmed.

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

Motion G

Motion by Mr. Matthews that the Board vote to approve that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver continuing and Significant events disclosure undertakings in compliance with SEC Rule 15c2-12 in such forms as may be approved by bond counsel to the Town, which undertakings shall be incorporated by reference in the Bonds and Notes, as applicable, for the benefit of the holders of the Bonds and Notes from time to time.

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

Motion H

Motion by Mr. Matthews that the Board vote to approve that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

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

Mr. Davison noted that Tedi Eaton, Town Clerk is in attendance to witness the vote.

2. Memorandum of Agreement, Needham Building Custodian and Tradesmen Independent Association:

Ms. Fitzpatrick told the Board the Town and the Needham Building Custodian and Tradesmen Independent Association have reached agreement on the transition of bargaining unit members to the Rate Saver health insurance plans. She said the

Agreement calls for a base wage increase of 1% effective January 1, 2012 and the implementation of a Health Reimbursement Arrangement through FY2014.

Motion by Mr. Matthews that the Board approve the Memorandum of Agreement between the Town and the Needham Building Custodian and Tradesmen Independent Association.

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

3. Powers Hall Use Regulations:

Ms. Fitzpatrick outlined for the Board the proposed use regulations and fees for Powers Hall. She reviewed "Rules and Regulations for Use of Powers Hall, Effective January 1, 2012". She stated the regulations are in draft form, as there may be situations in the future requiring further consideration by the Board. Ms. Fitzpatrick suggests the Board approve the regulations at its meeting on October 25, 2011.

Mr. Matthews reiterated his concern that the primary purpose of Town Hall is to the work of Town government, which must take precedence over any use of the Hall.

4. Position on Warrant Articles:

Lee Newman, Director of Planning and Community Development and Devra Bailin, Director of Economic Development appeared before the Board with an update on several zoning items.

Mr. Healy reiterated his concern that the warrant is too long for the November Special Town Meeting and requested if there are articles, including zoning, that do not rise to the level of emergency or critical need, then those articles should be moved to the May Town Meeting.

Mr. Bulian stated he is fine with the length of the warrant articles.

Mr. Wasserman commented the town is a major organization and that waiting until May to address everything that is not critical does not make sense from a management standpoint. He said the Town needs to do business in the fall as it is part of the flow of the Town, and suggested the November Town Meeting should no longer be called "Special".

Mr. Matthews commented on the zoning articles, specifically Article 5 – Dimensional Regulations for New England Business Center, and said the key concepts to apply is that zoning can prevent things from happening and it can make things possible to happen, but it does not make them happen. He said the Town needs to look at ways to make significant improvements at the NEBC. Mr. Matthews agreed with Mr. Healy, and requested no zoning by-laws, other than those timely and important, appear in the fall Town Meeting warrant. He asked the Planning Board to review the articles. He suggested further discussion regarding the number of warrant articles appropriate for future fall Special Town meetings.

Mr. Healy suggests the Chair and the Vice-Chair should work with the Town Manager to find out the interest in the articles. He suggested waiting to hear from the Planning Board and continue the due diligence. Mr. Handel said that nothing should be on the

warrant that does not need to be on the warrant, and agreed that the Planning Board should decide which articles should go forward.

The Board took positions on Special Town Meeting Warrant Articles:

Abandon Eaton Square Right of Way
Defer Action.

Layout of Reservoir Street
Defer Action.

Amend Zoning By-Law/Apartment-2 Zoning District
Defer Action.

Amend Zoning By-Law/Definitions
Defer Action.

Amend Zoning By-Law/Dimensional Regulations for New England Business Center
Defer Action.

Amend Zoning By-Law/Dimensional Regulations
Defer Action.

Amend Zoning By-Law/Off Street Parking Requirements
Defer Action.

Fund Collective Bargaining Agreement Needham Independent Workers Association
Motion by Mr. Matthews that the Board of Selectmen vote to recommend adoption of this Article in the Special Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 5-0.

Fund Collective Bargaining Agreement – Police Union
Defer Action.

Fund Collective Bargaining Agreement Police Superior Officers Association
Defer Action.

Appropriate to Workers Compensation Fund
Defer Action.

Adoption of the Stretch Energy Code
Motion by Mr. Bulian that the Board vote to recommend adoption of this Article in the Special Town Meeting Warrant.
Second: Mr. Wasserman. Approved 3-2. Mr. Healy and Mr. Matthews voted nay.

Amend the FY2012 Operating Budget
Defer Action.

Amend the FY2012 RTS Enterprise Fund Budget

Motion by Mr. Bulian that the Board vote to recommend adoption of this Article in the Special Town Meeting Warrant.

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

Amend the FY2012 Sewer Enterprise Fund Budget

Motion by Mr. Bulian that the Board vote to recommend adoption of this Article in the Special Town Meeting Warrant.

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

Amend the FY2012 Water Enterprise Fund Budget

Motion by Mr. Bulian that the Board vote to recommend adoption of this Article in the Special Town Meeting Warrant.

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

Appropriate for Payment of Unpaid Bills of Prior Years

Motion by Mr. Bulian that the Board vote to recommend adoption of this Article in the Special Town Meeting Warrant.

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

Appropriate for New Senior Center

Motion by Mr. Bulian that the Board vote to recommend adoption of this Article in the Special Town Meeting Warrant.

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

Appropriate for Sewer Pump Station – Reservoir B
Defer Action.

5. Minuteman School Capital Project Update:

Kate Fitzpatrick updated the Board on the status of the Minuteman School capital renovation project. She said the school has created a task force to study the funding mechanism for the capital project and has filed a statement of interest with the MSBA. She said the appropriation for the school will require unanimous support of all of the member communities, which has been a very difficult hurdle in the past. She said there may be a way for all member communities to support the allocation, but it could be very difficult to find a way to solve the non-member capital apportionment. She noted Mr. Matthews and Mr. Wasserman are members of the Town's Minuteman Study Committee and will meet with Dr. Bouquillion, Superintendent Minuteman Regional Vocational & Technical High School, next week.

9:30 p.m. Board Discussion:

1. Town Hall Rededication:

Mr. Handel commented on the events scheduled for the weekend of November 5, 2011 and said the rededication of Town Hall will take place on Saturday at 3:30 p.m., and the gala will be held that evening. Mr. Bulian said the Rotary Pancake Breakfast will also be held that morning. Ms. Fitzpatrick said there will be many family events throughout the day.

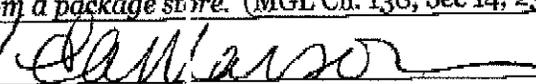
2. Committee Reports: No reports were made.

9:35 p.m. Adjourn:

Motion by Mr. Bulian that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of October 11, 2011.

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

**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)	CHOICE CATERING & EVENTS - Rob Pelletier	
Event Manager Address	LIZ MARSHON EVENTS 301 RESERVATION STREET, NEEDHAM 9 PARK AVE, DOVER, MA	
Event Manager Phone Number	CHOICE - 781-444-0100 LIZ MARSHON 617-901-5600	
Organization Representing (if applicable)	NEEDHAM TERCENTENNIAL COMMITTEE	
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	NEEDHAM TERCENTENNIAL GALA	
Date of Event	NOVEMBER 5, 2011	
License is for Sale of:	<input type="checkbox"/> Wines & Malt Beverages Only <input checked="" type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)	
Requested Time for Liquor License	FROM: 5:00 \$1.00	TO: 10:00 pm - Includes Registration For Gala @ TH 1:00 Gala @ Greene's Field
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES \$ 39.00/per ticket mini 77.00 main <input type="checkbox"/> NO	
Is there an admission fee for this event?	<input checked="" type="checkbox"/> YES \$ /per ticket <input checked="" type="checkbox"/> NO must have purchased a ticket - see above	
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?	300 Mini Gala 1100 Main Gala	
Name & address of event location. Please attach proof of permission to use this facility.	Main Gala: GREENE FIELD, NEEDHAM, MA Mini Gala: Powers Hall Needham Town Hall.	
Who will be serving the alcohol to your guests?	TIPS CERTIFIED BARTENDER PROVIDED BY CHOICE CATERING & EVENTS	
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). CHOICE CATERING & EVENTS WILL BE PROVIDING TIPS CERTIFIED BARTENDERS TIPS certificates on file in TM OFFICE.		
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. Patrons will PURCHASE TICKETS then go to bar to redeem for drink. Under 21 attendees will have hand stamped and bartender will not serve these patrons.		
<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: 10.7.11

DON'T MISS
**NEEDHAM'S PARTY
OF THE CENTURY**



NEEDHAM 300 TRICENTENNIAL GALA
NOVEMBER 5, 2011

COME CELEBRATE THE FOUNDING OF NEEDHAM
HEATED TENT WITH FLOOR
DECORATIVE FESTIVE LIGHTING
LIVE 8 PIECE BAND ♦ PERFORMING ARTISTS
♦ FULL CASH BAR ♦ BIRTHDAY CAKE
GOURMET HORS D'OEUVRES ♦ SOUVENIR PHOTOS

♦♦♦ MINI GALA ♦♦♦

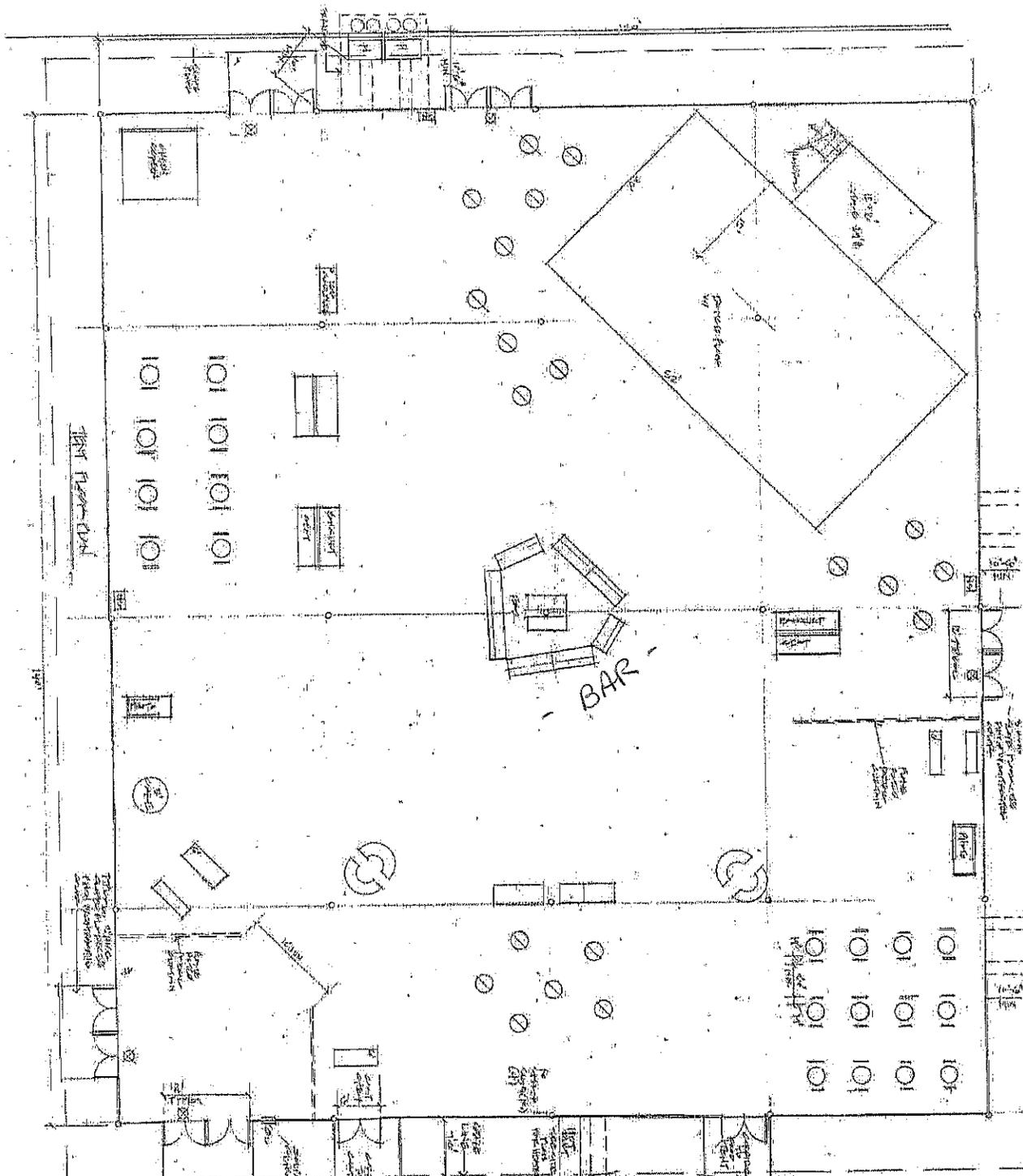
5PM - 7PM AT THE TOWN HALL \$39

♦♦♦ GRAND GALA ♦♦♦

8PM - 1AM

AT THE TOWN HALL & THE TENT ON GREENE'S FIELD \$79

FOR TICKET ORDERS VISIT NEEDHAM300.ORG
OR PICK UP AN ORDER FORM AT TOWN HALL,
NEEDHAM BANK, ROCHE BROS., SUDBURY FARMS,
LIBRARY OR THE SENIOR CENTER.



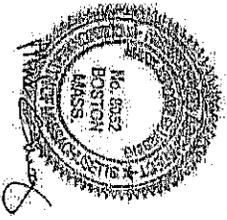
Temporary Tent Structure
 Needham 000 Cals. at Greene Field

- 30" round table
- 48" round table
- 60" round table
- 72" round table
- 84" round table
- 96" round table
- 108" round table
- 120" round table
- 132" round table
- 144" round table
- 156" round table
- 168" round table
- 180" round table
- 192" round table
- 204" round table
- 216" round table
- 228" round table
- 240" round table
- 252" round table
- 264" round table
- 276" round table
- 288" round table
- 300" round table
- 312" round table
- 324" round table
- 336" round table
- 348" round table
- 360" round table
- 372" round table
- 384" round table
- 396" round table
- 408" round table
- 420" round table
- 432" round table
- 444" round table
- 456" round table
- 468" round table
- 480" round table
- 492" round table
- 504" round table
- 516" round table
- 528" round table
- 540" round table
- 552" round table
- 564" round table
- 576" round table
- 588" round table
- 600" round table
- 612" round table
- 624" round table
- 636" round table
- 648" round table
- 660" round table
- 672" round table
- 684" round table
- 696" round table
- 708" round table
- 720" round table
- 732" round table
- 744" round table
- 756" round table
- 768" round table
- 780" round table
- 792" round table
- 804" round table
- 816" round table
- 828" round table
- 840" round table
- 852" round table
- 864" round table
- 876" round table
- 888" round table
- 900" round table
- 912" round table
- 924" round table
- 936" round table
- 948" round table
- 960" round table
- 972" round table
- 984" round table
- 1000" round table



Tent for Rent, Dedham, MA

Mass. State Seal
 Seal of the Commonwealth of Massachusetts



Greene's Field

Headroom Zoning

Zone S8-B

25 foot setbacks required for non-residential structures

2009 International Building Code

Section 3103.1 Temporary Structures

3103.1.1 Temporary other maintenance structures erected for a period of less than 180 days shall comply with the International Fire Code

Temporary tent structures in place for approximately 9 days; fire analysis follows

3103.4 Temporary structures to conform with means of egress in Chapter 10 and have maximum tent distance of 100 feet.

IFC requirements for egress are more stringent than IBC Chapter 10. Structure to comply with IFC requirements. Maximum egress distances approximately 75 feet.

2009 International Fire Code

2403.12 Means of Egress

2403.1.4 Occupant load determined by Chapter 10

1004.1.1 Where approved by the building official, the actual number of occupants for whom the space is designed, although less than those determined by calculation, shall be permitted to be used in the determination of the design occupant load.

Assembly use calculation for a combination of standing space and unobstructed (chairs and chairs) give an occupant load of 2750. After review with the Needham Fire Department, the occupant load was approved at 1200 occupants maximum.

1005.1.0 Seches per occupant required 750 inches (62.5) required. See 2403.12.2 for additional requirements.

1008.3 Emergency lighting required

Combination emergency lights and exit signs provided

1007.1 One accessible entrance required

Three accessible entrances provided

1011.1 Exit signs required

Highlighted Exit signs/emergency lights provided at each exit.

2403.12.2 Number of exits

Occupant load of 1200 requires 5 exits, each exit a minimum of 10 feet wide.

5 exits provided, each 12 feet in width.

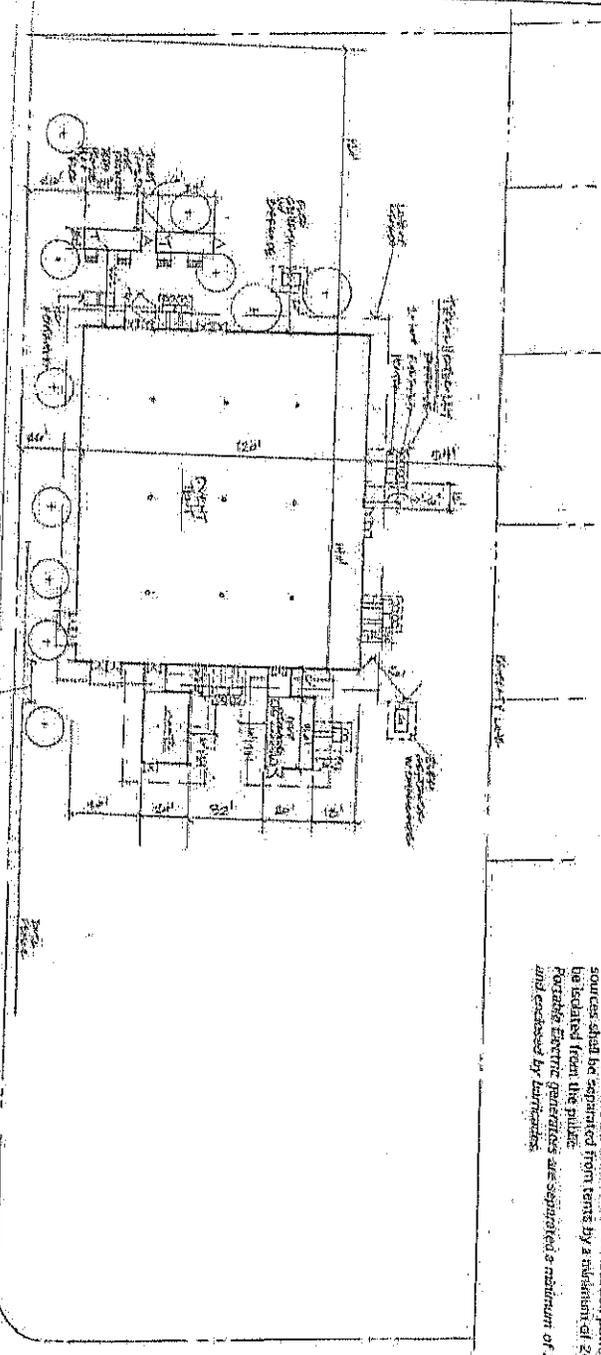
2403.12.4 Exit doors to swing in the direction of travel. Doors swing to exit travel direction.

2403.12.5 Exit signs required

Highlighted exit signs/emergency lights provided at each exit.

2404.1.6.2 Portable LP gas containers of 500 gallons or less shall have a minimum separation of 10 feet from the structure. Heating units with 2-100 gal LP tanks are located 7' OTC or more from structure. Heat sources will be installed surrounding the heaters and fuel tanks.

2404.1.9 Generators and other internal combustion power sources shall be separated from tents by a minimum of 20 feet. Portable electric generators are separated a minimum of 20 feet and enclosed by tarps.



TENT PLAN

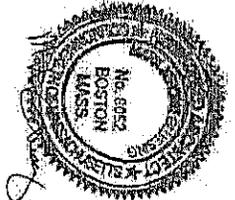
SETBACKS

SITE PLAN



Rent Dadhian, MA

NEEDHAM BARRIERS ACTING AS BUILDING OFFICIAL



Temporary Tent Structure
Needham 300 Gals. at Greenie Field.

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

TO: TOWN TREASURER AND COLLECTOR
(cc: TOWN COMPTROLLER)

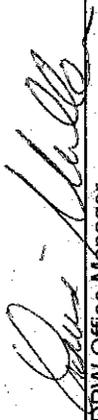
WHEREAS the appropriate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer revenue and

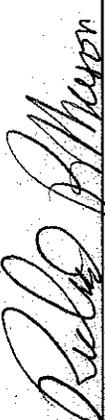
WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	-\$1,063.30
Water Irrigation:	-\$774.30
Water Service:	\$0.00
Sewer Sales:	-\$3,258.15
Transfer Station Charges:	\$0.00
Total Abatement:	-\$5,095.75

Order #: 1132

Read and Approved: 10/21/2011


DPW Office Manager


Director of Public Works

For the Board of Selectmen

Date: 10/25/2011

**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
By:			ID#	ID#	Number		Water	Water				Y/N
PC	Wheldon	John	22517	3372	107	Brookline St	\$0.00	-\$105.75	-\$249.45	-\$355.20	COA	N
PC	Zadroga	Joseph	20691	11008	235	Central Ave	\$0.00	-\$105.75	-\$249.45	-\$355.20	COA	N
PC	Snyder	Ruth	32155	10156	16	Yale	\$0.00	-\$105.75	-\$249.45	-\$355.20	COA	N
PC	Greendale Commons		25185	24030		Greendale Ave	-\$774.30	\$0.00	\$0.00	-\$774.30	OI	Y
PC	Fagan	Vivian	11185	2402	74	Hilcrest rd.	\$0.00	-\$105.75	-\$249.45	-\$355.20	COA	
PC	Altshuler	Inessa	35749	25356	23	High St U4	\$0.00	-\$130.25	-\$290.05	-\$420.30	NF	
PC	Smith	Brian	31039	14890	40	Oak Knoll Ter	\$0.00	\$0.00	-\$198.25	-\$198.25	LEAK	
PC	Batt	Martin	27905	2526	39	Wachusett RD	\$0.00	\$0.00	-\$454.95	-\$454.95	LEAK	
PC	Segupta	Sisir	3315	4810	978	Webster St	\$0.00	-\$170.80	-\$376.80	-\$547.60	OI	
PC	Challis	Helene	13747	292	27	Valley Rd	\$0.00	-\$22.00	-\$49.15	-\$71.15	UE	
PC	Norton	Alice	9979	6402	361	Manning St	\$0.00	\$0.00	-\$142.80	-\$142.80	LEAK	
PC	Mahoney	Marcia	10717	3598	53	Bond St	\$0.00	-\$105.75	-\$249.45	-\$355.20	COA	
PC	Kresse	Frederick	17621	14132	66	Bess Rd	\$0.00	-\$105.75	-\$249.45	-\$355.20	COA	
PC	Savignano	Beatrice	16465	8406	30	West St	\$0.00	-\$105.75	-\$249.45	-\$355.20	COA	
										Total:	-\$5,095.75	

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
 H.E. = High estimation of consumption to have customer respond to meter upgrade/exchange request
 T.W.N = Town Project caused damage to private property
 E.Q. = Equipment Malfunction
 M.P. = Meters programmed incorrectly causing reading to be transferred incorrectly to billing system
 U.E. = Under-estimated during town wide estimate
 U.W. = Unexplained water loss
 P.F. = Pool Fill
 M.R.E. = Meter Reading Error
 S. = Steps were charged incorrectly
 C.O.A. = Council On Aging