

BOARD OF SELECTMEN
April 23, 2013
Needham Town Hall
Revised Agenda

	6:45	Informal Meeting with Citizens <i>One or more members of the Board of Selectmen will be available between 6:45 and 7:00 p.m. for informal discussion with citizens. While not required, citizens are encouraged to call the Selectmen's Office at (781) 455-7500 extension 204 in advance to arrange for an appointment. This enables the Board to better assure opportunities for participation and respond to citizen concerns.</i>
1.	7:00	Massachusetts Selectmen's Association <ul style="list-style-type: none"> • Josh Ostroff, Natick Board of Selectmen
2.	7:00	Greene's Field Play Structure Donation <ul style="list-style-type: none"> • Alison Borrelli, President, Greene's Field Fundraising • Alison Richards, Treasurer, Greene's Field Fundraising
3.	7:00	Recognition of Needham Police Department
4.	7:00	Proclamation – Arbor Day
5.	7:00	Shade Tree Hearing – 389 Grove Street <ul style="list-style-type: none"> • Ed Olsen, Parks and Forestry Superintendent
6.	7:20	Design and Construction Warrant Articles <ul style="list-style-type: none"> • Steve Popper, Director of Design and Construction • George Kent, Chairman, PPBC
7.	7:30	Rail Trail Feasibility Update <ul style="list-style-type: none"> • Patty Carey, Director of Park & Recreation • Tad Staley, Bay Colony Rail Trail Association
8.	7:45	Carol-Brewster Property Status Update <ul style="list-style-type: none"> • Patty Barry, Director of Conservation • Ed Olsen, Parks and Forestry Superintendent
9.	8:00	Town Manager <ul style="list-style-type: none"> • TIF Agreement Technical Amendment • Positions on Warrant Articles
10.	8:15	Board Discussion <ul style="list-style-type: none"> • Committee Reports

CONSENT AGENDA *=Backup attached

1.*	Approve Special One Day All Alcoholic Beverages license for Ed Davis of St. Sebastian's School to hold its 25 th and 50 th Reunion Dinner from 6:00pm to 10:00pm on Friday, May 17, 2013 in Ward Hall at St. Sebastian's School, 1191 Greendale Avenue, Needham.
2.*	Approve Special One Day All Alcoholic Beverages license for Ed Davis of St. Sebastian's School to hold its 2013 Reunion Weekend events from 6:00 p.m. to 10:00 p.m. on Saturday, May 18, 2013 in Ward Hall at St. Sebastian's School, 1191 Greendale Avenue, Needham.

3.	Approve and sign the 2013 Arbor Day Proclamation, which proclaims the last Friday in April as Arbor Day in the Town of Needham and encourages residents to support all efforts to protect our trees and woodlands for future generations to come.																												
4.*	Approve Special One Day Wines & Malt Beverages licenses from Steve Volante of Volante Farms to hold “Dinner in the Field” events on Saturday, July 13, 2013, Saturday, July 3, 2013 and Saturday, July 24, 2013 from 6:00 p.m. to 10:00 p.m. at Volante Farms, 292 Forest Street, Needham. The events will be held in the field and not in the building at Volante Farms.																												
5.*	Approve a request from the Natick Rotary to hold its Tour de Natick bike event on Sunday, June 16, 2013. The Needham portion of the route involves only a short leg of the longer, 25 mile course which begins at 8:00 am. The section of the route going through Needham is from Charles River Street at the Dover line to South Street at the Dover line. The route that the riders will take through Needham has been approved by the following departments: DPW, Police, Fire and Park and Recreation.																												
6.	<p>Approve the calendar year 2013 Spring Licenses as follows. This approval is predicated on the receipt of all completed required paperwork before April 30, 2013.</p> <table border="0"> <thead> <tr> <th>Establishment</th> <th>License Type</th> </tr> </thead> <tbody> <tr> <td>Veteran’s Taxi of Newton, LLC</td> <td>Taxi/Livery</td> </tr> <tr> <td>Alami Rides</td> <td>Taxi/Livery</td> </tr> <tr> <td>Lt. Manson H. Carter Post 2498 VFW Building Association, Inc.</td> <td>Pool Table</td> </tr> <tr> <td>Above and Beyond Consignment</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Second Time Around</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Closet Exchange – Best of the Mall</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Closet Exchange – Designer & Boutique</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Closet Exchange – Consignment Drop Off</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Closet Exchange – Last Chance Store</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Cherry Picked</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Crosby Jewelers, Inc.</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Janet Cotter Design</td> <td>Sale of Second Hand Articles</td> </tr> <tr> <td>Needham Bowl Away</td> <td>Bowling Alley</td> </tr> </tbody> </table>	Establishment	License Type	Veteran’s Taxi of Newton, LLC	Taxi/Livery	Alami Rides	Taxi/Livery	Lt. Manson H. Carter Post 2498 VFW Building Association, Inc.	Pool Table	Above and Beyond Consignment	Sale of Second Hand Articles	Second Time Around	Sale of Second Hand Articles	Closet Exchange – Best of the Mall	Sale of Second Hand Articles	Closet Exchange – Designer & Boutique	Sale of Second Hand Articles	Closet Exchange – Consignment Drop Off	Sale of Second Hand Articles	Closet Exchange – Last Chance Store	Sale of Second Hand Articles	Cherry Picked	Sale of Second Hand Articles	Crosby Jewelers, Inc.	Sale of Second Hand Articles	Janet Cotter Design	Sale of Second Hand Articles	Needham Bowl Away	Bowling Alley
Establishment	License Type																												
Veteran’s Taxi of Newton, LLC	Taxi/Livery																												
Alami Rides	Taxi/Livery																												
Lt. Manson H. Carter Post 2498 VFW Building Association, Inc.	Pool Table																												
Above and Beyond Consignment	Sale of Second Hand Articles																												
Second Time Around	Sale of Second Hand Articles																												
Closet Exchange – Best of the Mall	Sale of Second Hand Articles																												
Closet Exchange – Designer & Boutique	Sale of Second Hand Articles																												
Closet Exchange – Consignment Drop Off	Sale of Second Hand Articles																												
Closet Exchange – Last Chance Store	Sale of Second Hand Articles																												
Cherry Picked	Sale of Second Hand Articles																												
Crosby Jewelers, Inc.	Sale of Second Hand Articles																												
Janet Cotter Design	Sale of Second Hand Articles																												
Needham Bowl Away	Bowling Alley																												
7.	Accept donation of trees made to the Department of Public Works’ Parks and Forestry Division from Needham resident, Bill Gallagher. Donation includes: 5 River Birch tree clumps from Bigelow Nurseries valued at \$115; 2 Swamp White Oak trees from Bigelow Nurseries valued at \$128; and 5 Red Maple trees from Bigelow Nurseries valued at \$185.																												
8.	Accept a \$150 donation made to Needham Youth Services from the Girl Scout Troop #73136 at the Eliot School. They would like the monies to go towards the Babysitting Program that is run by Youth Services.																												
9.*	Water & Sewer Abatement Order #1160																												
10.*	Approve minutes from March 19, 2013 and April 10, 2013.																												

11.*	Approve Employment Agreement between the Town and the Town Manager for the period May 6, 2013 through May 5, 2016.
------	--



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

MEETING DATE: 4/23/2013

Agenda Item	Massachusetts Selectmen's Association
Presenter(s)	Josh Ostroff, Natick Selectman

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	Josh Ostroff, President of the Massachusetts Selectmen's Association and member of the Board of Selectmen in Natick will discuss issues of importance to the Selectmen's Association with the Board.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO



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

MEETING DATE: 4/23/2013

Agenda Item	Greene's Field Donation
Presenter(s)	Alison Borrelli, President, Greene's Field Fundraising Committee Alison Rivers, Treasurer, Greene's Field Fundraising Committee

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>Ms. Borrelli and Ms. Rivers will present the Town with a donation of \$181,612.25 to support the replacement of the Greene's Field play structure.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<p>Suggested Motion: That the Board accept with gratitude the donation of \$181,612.25 from the Needham Sports Council on behalf of the Greene's Field Fundraising Committee.</p>			
3.	BACK UP INFORMATION ATTACHED	YES	NO
<p>a. Letter from Ms. Borrelli and Ms. Rivers dated April 17, 2013 b. Concept plan of the new play structure</p>			



PO Box 920682
Needham, MA 02492
www.greenesfield.org

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
2013 APR 17 P 4:43

April 17, 2013

Kate Fitzpatrick, Town Manager
Patty Carey, Director, Park and Recreation
Needham Board of Selectmen
Needham Town Hall
1471 Highland Ave.
Needham, MA 02492

Dear Kate, Patty and the Board of Selectmen:

On behalf of the Greene's Field Fundraising Committee, we are so pleased to enclose a check for \$181,612.25 to purchase playground equipment for Greene's Field.

As you know, this has been a town-wide effort, with hundreds of people contributing their time and money towards the project. It has been extremely rewarding for the committee to see how members of our community can come together to create and build something that will be used by our children for years to come.

Thank you, Patty and Kate, for all of the time and effort you have contributed to the project.

We look forward to watching the transformation of Greene's Field and especially can't wait to see our children playing on the new structure soon!

Best regards,

Alison Borrelli
President
Greene's Field Fundraising Committee

Alison Rivers
Treasurer
Greene's Field Fundraising Committee

GREENE'S FIELD

NEEDHAM, MA April 12, 2013 66958-1-1



Custom products are shown as conceptual only. Custom product manufacturing time for this project will be 6 weeks from the time of LSI order acceptance.



**Better playgrounds.
Better world.™**

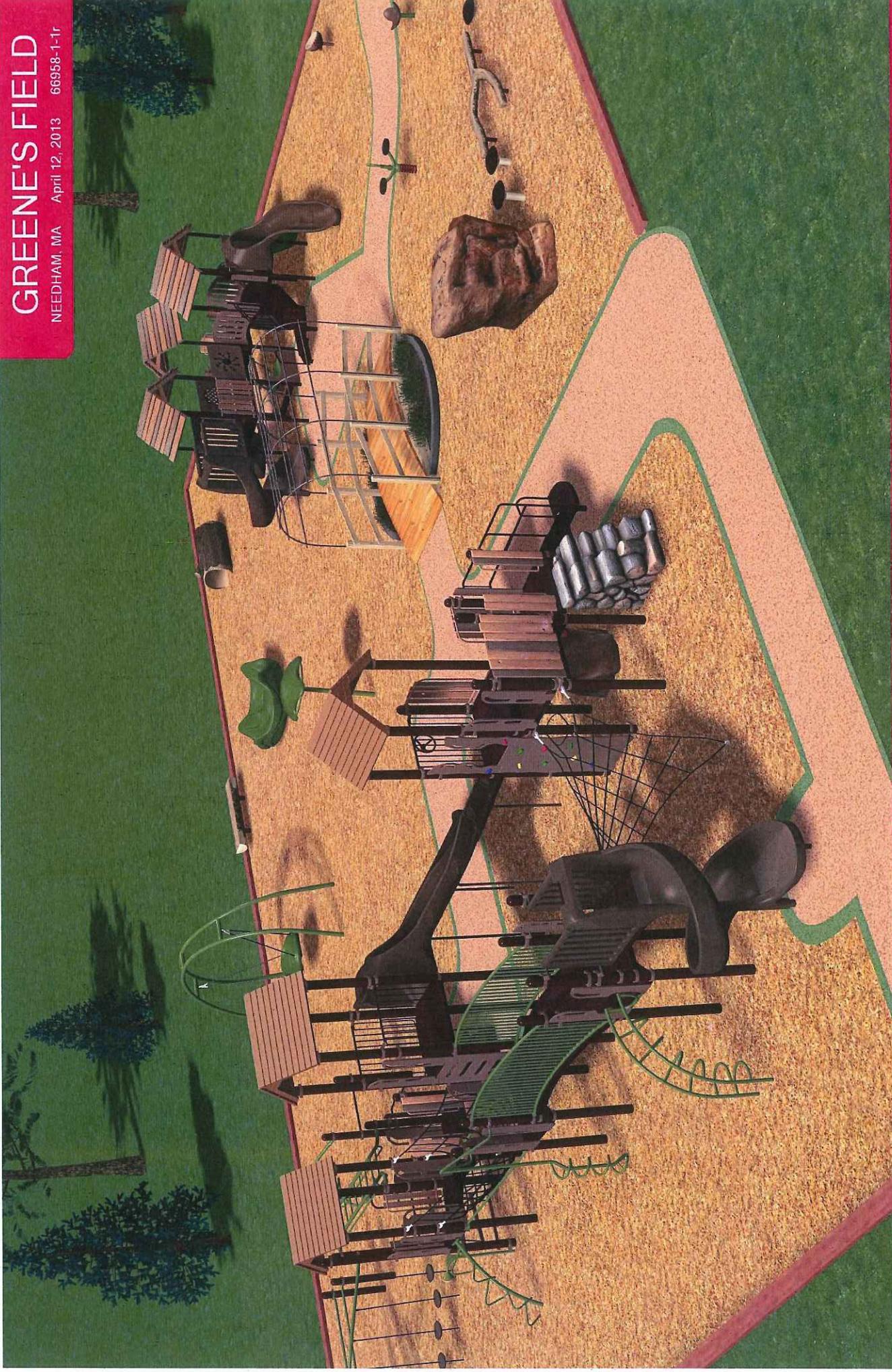
playlsi.com

Proudly presented by:
MEGHAN O'BRIEN



GREENE'S FIELD

NEEDHAM, MA April 12, 2013 66958-1-1r



Custom products are shown as conceptual only. Custom product manufacturing time for this project will be 6 weeks from the time of LSI order acceptance.

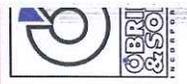


**Better playgrounds.
Better world.™**

playlsi.com



Proudly presented by:
MEGHAN O'BRIEN



2013
ARBOR DAY PROCLAMATION

- WHEREAS,** In the year 1646 in the then Town of Boston of the Massachusetts Bay Colony the first recorded Public Tree planting in the New World took place as a Community effort involving men, women and children and
- WHEREAS,** The planting was not accomplished for private gain or individual benefit but rather it was public in nature for the relief of travelers because trees had long been recognized as providing tremendous benefits to the well being of mankind and
- WHEREAS,** When Needham became the 88th incorporated community in the Commonwealth of Massachusetts in 1711, its inhabitants were mostly land hungry settlers from Boston who had come to the wilderness to farm on the open land of the Great Plain and
- WHEREAS,** The Lessons of the Settlers had been learned. The practice of tree planting had continued on the Plain to reduce the erosion of the precious topsoil by wind and water and
- WHEREAS,** Trees are one of our greatest resources. They provide food and shelter, moderate temperatures, reduce noise pollution, provide wind breaks, establish a habitat for wildlife and
- WHEREAS,** Trees in our Town of Needham help beautify the area by providing Summer and Fall colors, interesting sizes and shapes, beautiful flowers and fruit and increased property value and
- WHEREAS,** The Town of Needham wishes to be recognized as a Tree City U.S.A. by the National Arbor Day Foundation and desires to continue its tree planting ways.

NOW, THEREFORE, We the Board of Selectmen of the Town of Needham do hereby proclaim the last Friday in April as Arbor Day in the Town of Needham and we encourage our residents to support all efforts to protect our trees and woodlands for future generations to come.

Our Children, our Trees, our Future.

BOARD OF SELECTMEN

Board of Selectmen

AGENDA FACT SHEET for 04/23/13

Agenda Item: 7:00 pm Public Hearing for the removal of three (1) Public Shade Tree at 389 Grove St.

Presenter: Edward Olsen, Tree Warden / Parks & Forestry Superintendent

1. BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED: The Town of Needham pertaining to 389 Groove St. has petitioned for the removal of one White Pine tree located on Town Property. The Town of Needham was informed by a resident of Grove St., of a tree that he felt was endangering safe travel. Upon my inspection of this tree, I found evidence that supported the residents claim. This tree shows evidence of multiple wounds received from impacts it has received from vehicles. The tree is located within the Town layout on the roadway. The Tree Warden can see no way of ensuring safe vehicular traffic without removing the tree and recommends granting permission for the removal of the this tree.

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

Under M.G.L. Ch 87, Requires a Vote by the Board of Selectmen

Suggested Motions:

1. "That the Board vote to approve and sign the Public Shade Tree Hearing Form for the removal of one tree in front of 389 Groove St."

3. BACK UP INFORMATION ATTACHED:

1. Legal Ad published in Needham Times, issues 4/04/13, 4/11/13
2. List of Notified Abutters
3. Public Shade Tree Hearing Approval Form
4. Approval Letter from Tree Warden E. Olsen to B.O.S. dated 4/23/13

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

- a. Town Admin. Yes No NA _____
- b. Town Counsel Yes No NA _____
- c. Finance Director Yes No NA _____
- d. Comptroller Yes No NA _____

Staff use: Disposition by BOS:

Action taken: _____ Present on future Agenda: _____

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

Needham Times Paper
4/4/13
Legal Ad

TREE REMOVAL
LEGAL NOTICE
NOTICE
TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that The Department of Public Works has petitioned for the removal of one (1) PUBLIC SHADE TREE at 389 Grove St. in the front of the property.

SPECIES- White Pine

DIAMETER- 30 INCH

CONDITION- Good

Permission is respectfully requested to remove one (1) Public Shade Tree, due to its close proximity to vehicular traffic.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, 1471 Highland Ave, Needham, Massachusetts at 7:15 P.M., Tuesday the 23rd day of April, 2013, at which time and place all interested persons may appear and be heard.

Needham Board of Selectmen

AD#12918515
Needham Times 4/4, 4/11/13

Needham Times
4/11/13
Legal Ad

TREE REMOVAL
LEGAL NOTICE
NOTICE
TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that The Department of Public Works has petitioned for the removal of one (1) PUBLIC SHADE TREE at 389 Grove St. in the front of the property.

SPECIES- White Pine

DIAMETER- 30 INCH

CONDITON- Good

Permission is respectfully requested to remove one (1) Public Shade Tree, due to its close proximity to vehicular traffic.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, 1471 Highland Ave, Needham, Massachusetts at 7:15 P.M., Tuesday the 23rd day of April, 2013. at which time and place all interested persons may appear and be heard.

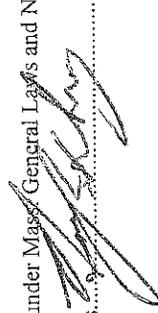
Needham Board of Selectmen

AD#12918515
Needham Times 4/4, 4/11/13

389 GROVE ST

<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>	
199/220.0-0002-0002.0	348	GROVE ST	LANE, FREDERICK C. & LANE, WENDY E.	348 GROVE STREET	NEEDHAM	MA 02492
199/221.0-0007-0002.0	426	GROVE ST	COLASACCO, DOMENIC & SALETT, MARSHA C.	426 GROVE ST	NEEDHAM	MA 02492
199/221.0-0008-0000.0	402	GROVE ST	BADAVAS, ROBERT P. & BADAVAS, KALLIOPE D.	402 GROVE ST	NEEDHAM	MA 02492
199/221.0-0009-0000.0	390	GROVE ST	SCHMIDT-SCHEUBER, ELISABETH	390 GROVE ST	NEEDHAM	MA 02492
199/221.0-0010-0000.0	380	GROVE ST	ALDEN, JOAN K. C/O ELIZABETH ALDEN	6 HAWTHORNE LANE	DOVER	MA 02030
199/223.0-0003-0000.0	359	GROVE ST	HEAVEY, DAVID & HEAVEY, KRISTINE	359 GROVE ST	NEEDHAM	MA 02492
199/223.0-0004-0000.0	389	GROVE ST	PASCO-ANDERSON, JAMES A. & PASCO-ANDERSON, MINDY H.	389 GROVE ST	NEEDHAM	MA 02492
199/223.0-0015-0000.0	403	GROVE ST	KUEHN, MARTHA A. C/O SPITTLER, CARRIE L. & BENET, JOSHUA	26 WORCESTER SQUARE APT #4	BOSTON	MA 02118

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.....





**Town of Needham -DPW
Parks and Forestry Division
500 Dedham Ave.
Needham, MA 02492
781-455-7550**

ABUTTER'S NOTICE

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that The Department of Public Works has petitioned for the removal of one (1)

PUBLIC SHADE TREE

As follows: At 389 Grove St . in the front of the property

<u>SPECIES</u>	<u>DIAMETER</u>	<u>CONDITION</u>
----------------	-----------------	------------------

<u>White Pine</u>	<u>30 inches</u>	<u>Good</u>
-------------------	------------------	-------------

Permission is respectfully requested to remove one (1) Public Shade Tree.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, 1471 Highland Ave, Needham, Massachusetts at 7:00 P.M., Tuesday the 23rd day of April, 2013, at which time and place all interested persons may appear and be heard.

If you have any questions, please call my office at 781-455-7550, ext 316.

Edward Olsen
Tree Warden / Supt. Parks and Forestry Div.

NOTICE

TOWN OF NEEDHAM
PUBLIC WORKS DEPARTMENT

NOTICE is hereby given that The Department of Public Works pertaining to 389 Grove St has petitioned for the removal of one (1) PUBLIC SHADE TREE

As follows: At 389 Grove St . in the front of the property

<u>SPECIES</u>	<u>DIAMETER</u>	<u>CONDITION</u>
<u>White Pine</u>	<u>30 inches</u>	<u>Good</u>

Permission is respectfully requested to remove one (1) Public Shade Tree, which will impact replacement of water service and sidewalk repair.

A PUBLIC HEARING will be held in the Office of the Board of Selectmen, Town Hall, Needham, Massachusetts at 7:00 P.M., Tuesday the 23rd day of April, 2013 , at which time and place all interested persons may appear and be heard.

Tree Removal Petition:

APPROVED

NOT APPROVED

Needham Board of Selectmen



Town of Needham-DPW
Parks and Forestry Division

500 Dedham Ave.
Needham, MA 02492
781-455-7550, ext. 316

April 23, 2013

Board of Selectmen
Town Hall
Needham, MA 02492

RE: TREE REMOVAL AT 389 GROVE STREET.

Dear Members of the Board:

The Town of Needham, pertaining to 389 Grove St., has petitioned for the removal of one tree located on Town Property. I was recently informed by Paul Geddis, of 461 Grove St., about a public safety concern he had concerning a Pine tree locating close by his home. Because of this tree's proximity to the road it has been stuck several times by vehicular traffic traveling southbound on Grove St.. The tree is located within the Town layout on the roadway. I agree with Mr. Geddes in that this tree does pose of threat of potential danger to motor vehicle traffic but since I found the tree in good condition, a Public Shade Tree Hearing is required.

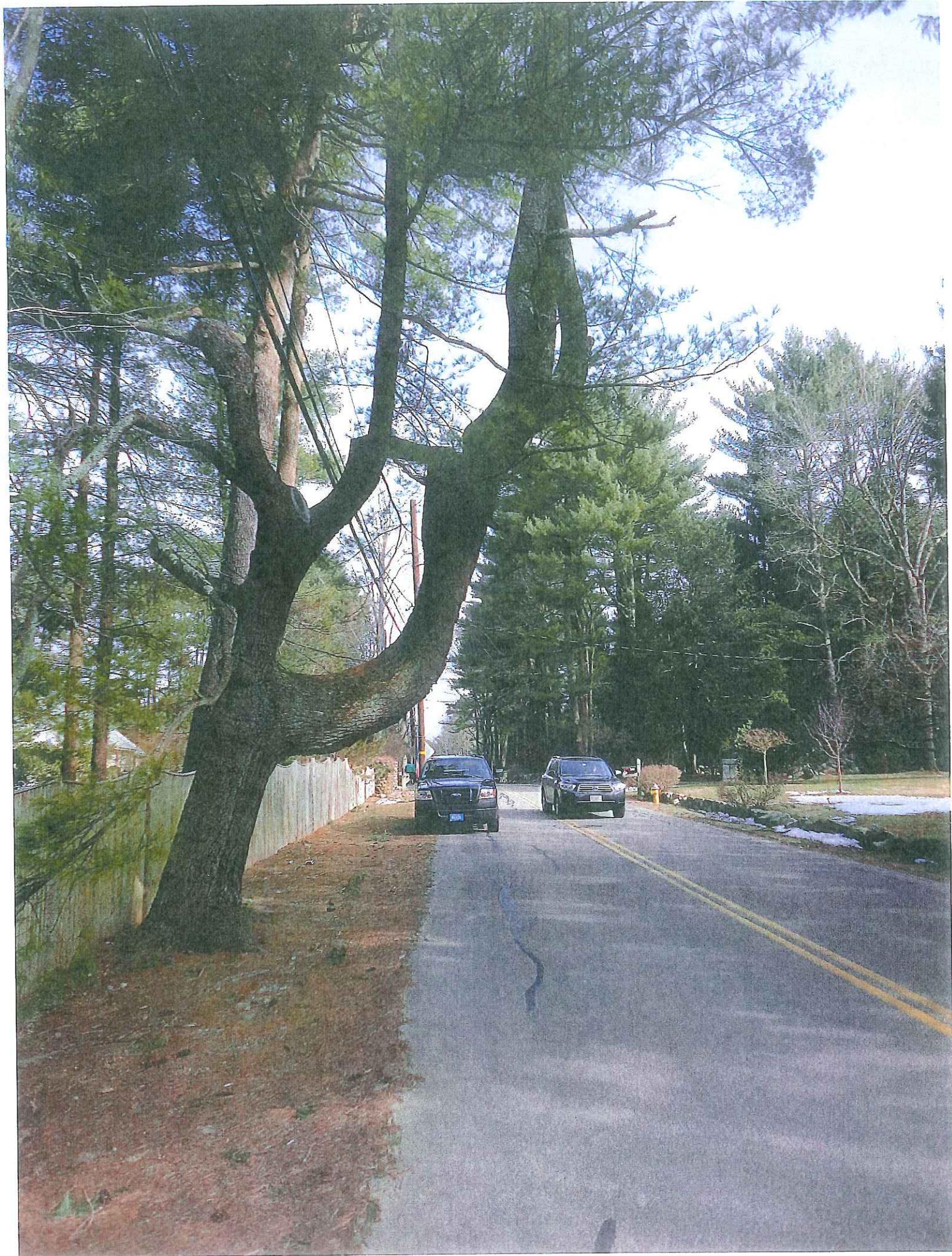
Therefore, in keeping with previous Town policy on the removal of live trees, and in accordance with Massachusetts General Laws Chapter 87 Section 3, and after public hearing, I recommend granting permission for the removal of this one tree.

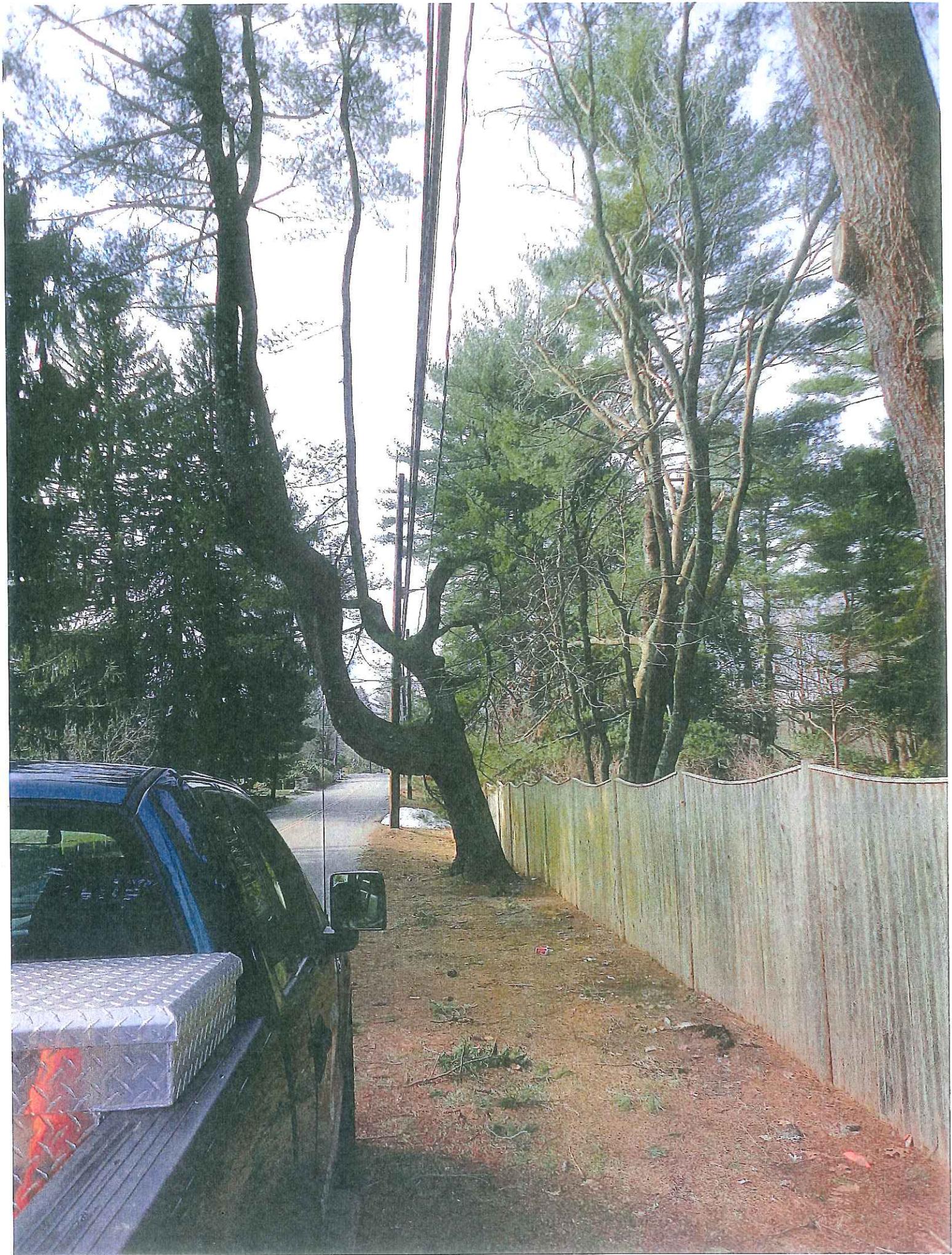
Sincerely,

Edward Olsen

Tree Warden / Superintendent, Parks and Forestry Division









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

MEETING DATE: 4/23/2013

Agenda Item	Design and Construction Articles in the 2013 Annual Town Meeting Warrant
Presenter(s)	George Kent, Chairman, PPBC Steve Popper, Director of Design and Construction

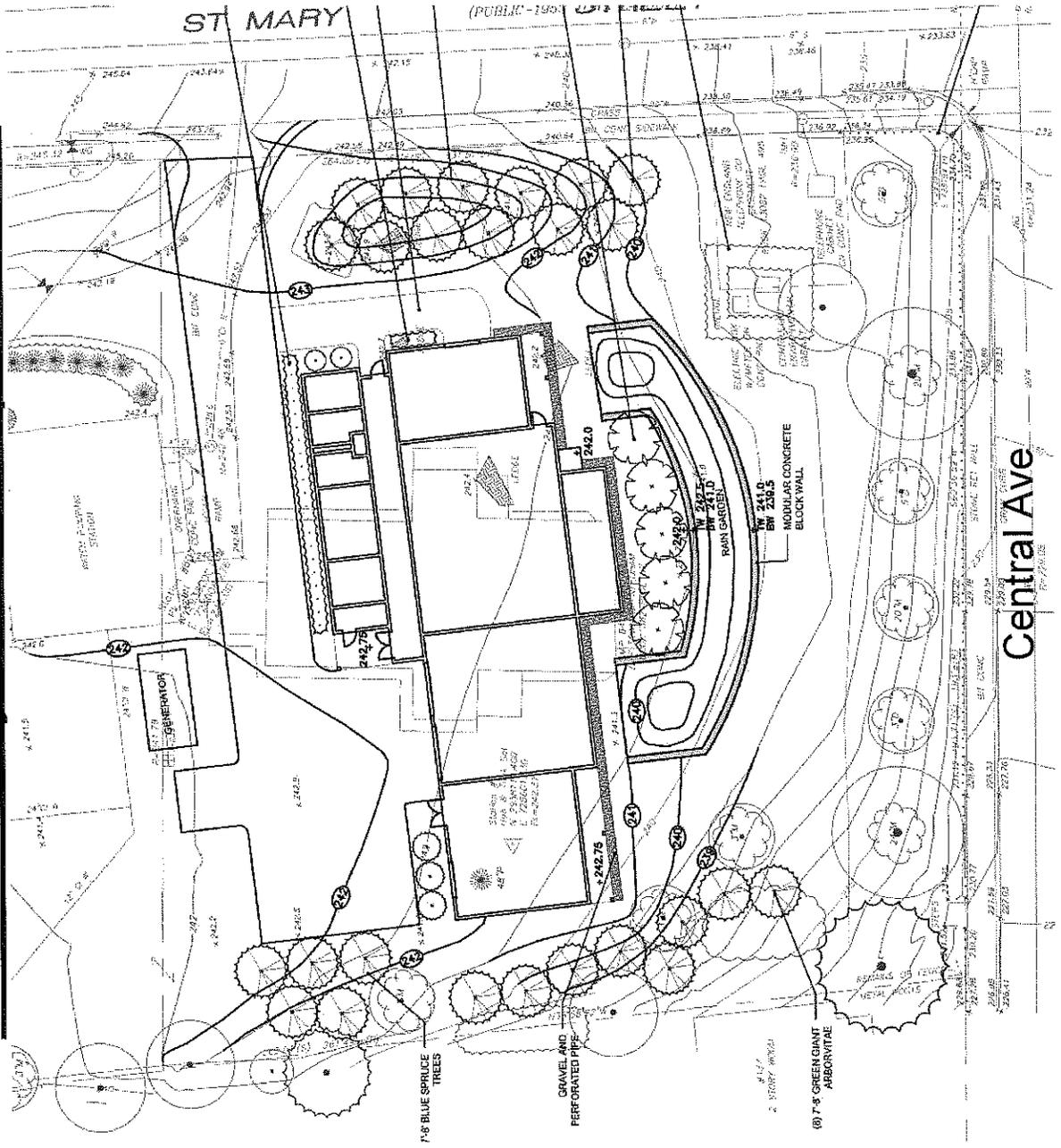
1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	Mr. Kent and Mr. Popper will provide background information about the design and construction articles in the Annual Town Meeting Warrant, and will answer any questions that the Board may have.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	a. Review of three PPBC Projects PowerPoint		

Board of Selectmen Presentation – April 23, 2013

Review of three PPBC Projects

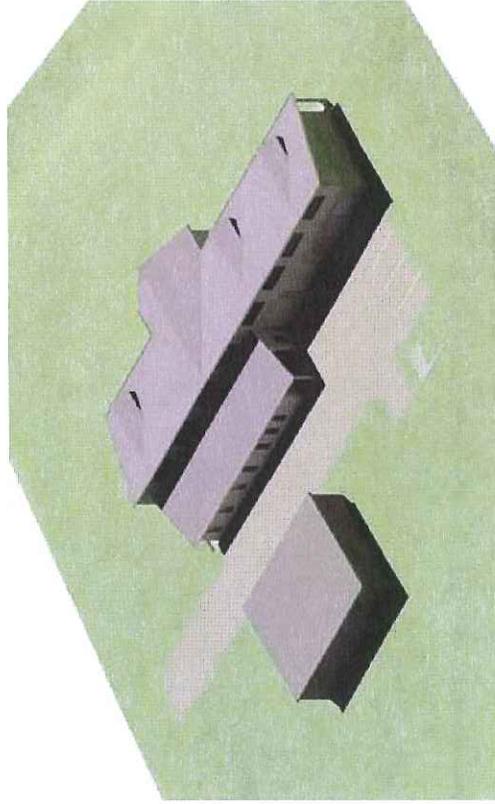
Saint Mary Street Pump Station
Pollard School Boiler Replacement
New DPW Garage

Saint Mary St. Pump Station

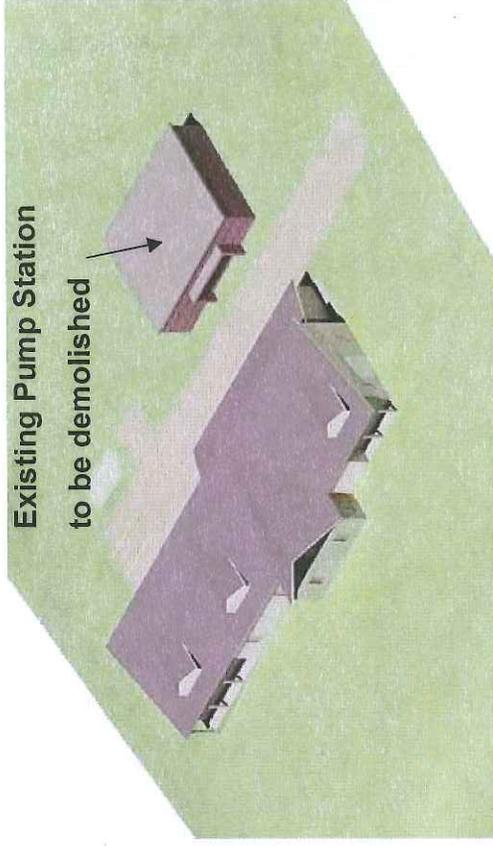


Site Plan

3D Views of Proposed Pump Station



View toward East



View toward West



View toward Entrance, Garage and Meter Workshop



View along Central Avenue

Saint Mary Street Pump Station

Schedule

- Schematic Design & Cost Est. – April 2013
- Design Dev & Contract Docs. – May to Oct 2013
- Award of Contract – Jan 2014
- Project Complete – Aug 2014

Project Cost

- Construction Cost Estimate is \$4.70m
- Soft Costs & Contingency - \$1.15m
(Including \$285,000 remaining
in original appropriation)
- Total Appropriation Request - \$5.565m

Pollard School Boiler Replacement Project



Pollard Boiler - Schedule

- Schematic Design – Jan 2013
- Design Dev. – Feb 2013
- Contract Documents – March 2013
- General Bids due – April 22, 2013
- Approve Funding - May Town Meeting
- Start on Site – June 27, 2013
- Substantial Completion – August 28, 2013

Pollard Boiler – Scope & Cost

- Replace 2 existing Dual Fuel Boilers with 3 High Efficiency Gas Condensing Boilers
- Replace existing Domestic Hot-water Tank with 2 high efficiency Hot-water Tanks
- Remove 20+ year-old Underground Oil Storage Tank (UST)
- Est. Construction Costs - \$685,000
- Soft Costs & Contingency - \$115,000
- Total Appropriation Request - \$800,000

DPW Garage - Schedule

- Feasibility Study – December 2012
- Schematic Design – April 2013
- Town Meeting Warrant - May 2013
- Contract Documents – Aug 2013
- Contract Award – Sept 2013
- Substantial Completion – Jan 2014

DPW Garage Costs

- Est. Construction Cost - \$925,000
- Design, Permitting & Contingency- \$175,000
- Total Appropriation Request - \$1.1m



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

MEETING DATE: 4/23/2013

Agenda Item	Rail Trail Feasibility Study Update
Presenter(s)	Patty Carey, Director of Park and Recreation Tad Staley, Bay Colony Rail Trail Association

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	Ms. Carey and Mr. Staley will provide an update on the status of the Rail Trail Feasibility Study.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	a. Rail Trail PowerPoint		

Recommendation After Study

- FST study has been very helpful, highlighting a number of issues and details to address.

Recommendation:

- Move forward with the Town Meeting article, in spite of open issues (next page).
- Use additional time to work toward resolution of those issues.
- Continue to engage abutters, build support and raise funds.



Looking across the trestle bridge to Dover

Issues Still Open

1. Indemnification for the MBTA if lease is approved.
 - Most towns recently have gone without Insurance
 - Insurance available for \$22K, with 50% matched by state
 - Newton went for double \$5M the insurance cap
2. Where lease begins
 - MBTA wants to retain tracks between Needham Junction and just past High Rock St.
 - Yet access to Chestnut St from the trail would provide great value.
 - Negotiations ahead

3. Nstar Relationship Undefined

- The easement along the right of way
- Access to the trail from Chestnut St and High Rock along Nstar property

4. The Charles River Bridge

- FST Structural Engineers determined that the Trestle Bridge is not sound.
- It will need to be replaced, likely cost around \$1,000,000.
- However . . .
- The bridge isn't part of this phase, especially as Dover is delaying their approval, and wants to defer on the bridge initially.



Recommended replacement bridge type

FST Proposed Design at High Rock Street Trailhead

With MBTA retaining tracks to High Rock, this becomes the trailhead.

Makes use of existing but follow access road off High Rock.

Provides access to Town Forest and High Rock as well as the trail.

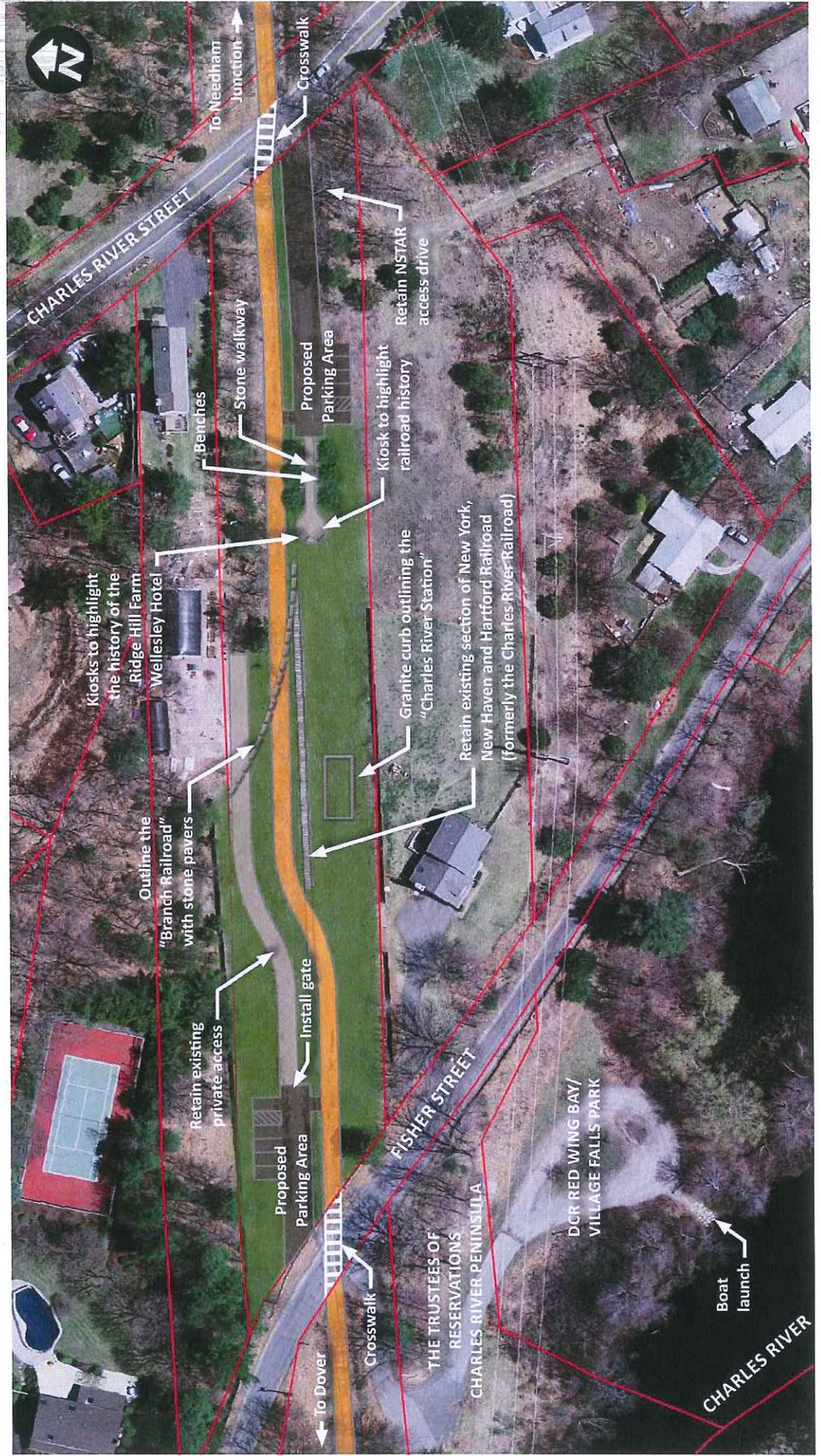


FST Proposed Design: Parking at Charles River and Fisher Streets

Small parking lots off both streets, with nice open park in between.

Historical markers and kiosks to highlight railroad background.

Abutter concerns: properties along right of way between streets.





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

MEETING DATE: 4/23/2013

Agenda Item	Carol-Brewster Property Status Update
Presenter(s)	Patty Barry, Director of Conservation Ed Olsen, Parks and Forestry Superintendent

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	<p>Ms. Barry and Mr. Olsen will update the Board on the status of the Carol-Brewster Property. The property was acquired in 2009 with Community Preservation Act Funds to preserve and protect open space.</p> <p>RESTORATION MONITORING – The Conservation Department, Parks and Forestry Department and GIS Department worked collaboratively to monitor the restoration of the Carol Brewster Property in the Spring of 2012. Each planted species was identified with a round aluminum numbered tag along with the location using a hand-held GPS unit and a GIS database was created. The GIS database includes information on the status of the species as required by the Conservation Commission Order of Conditions and will also provide an educational tool for future activities on the property. Plants are required to be monitored for a period of two years and any plants that have died will be replaced by Parks and Forestry Department. Additionally, the Order of Conditions required the establishment of permanent monitoring plots consisting of 3 plots in the undisturbed buffer zone and 3 plots within the restoration area. Plot centers are marked in the field with PVC pipe and locations identified by GPS. Plots shall be monitored annually for five years. Currently, the Conservation Department is in the third year of monitoring.</p> <p>INVASIVE SPECIES CONTROL – Every fall, the Parks & Forestry Department hires a qualified herbicide contractor to conduct invasive species control on-site. Four years of invasive species control is required by the Order of Conditions. Parks & Forestry Department is in the fourth year of invasive species control.</p> <p>NEXT STEPS – Next steps include the creation of an annual mowing plan for the property for the meadow and trail maintenance, the creation of a collaborative partnership with community groups regarding the creation and installation of a property sign and educational plant signage, and the creation of a trail connection to the Newman School Eastman Conservation Area through the Conservation Commission Anna Volante Property. CPC funding has been requested for the design and permitting of the proposed trail connection in accordance with the Final Trail Master Plan (November 2008).</p>		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO



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

MEETING DATE: 4/23/2013

Agenda Item	TripAdvisor TIF Technical Amendment
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>The final design for the TripAdvisor building being developed by Normandy Partners is now complete, and a Special Permit has been issued by the Planning Board. The building is larger than the previously envisioned building, and has been re-oriented on the property. As a result, a technical amendment to the Tax Increment Financing Plan recognizing these modifications is necessary. There is no material change to any of the provisions of the Agreement presented to the December 3, 2013 Special Town Meeting.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<p><i>Suggested Motions:</i></p> <p>MOVE that, subject to ratification by Town Meeting, the Board of Selectmen vote to approve the parcel labeled 'Site Area' on the Plan titled "Exclusive Use Plan – Building #3," dated March 5, 2013 and prepared by Tetra Tech, said parcel to consist of approximately 206,516 square feet and to comprise a portion of the parcels shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29 with the street addresses 410 First Avenue, 66 B Street, 37 A Street and 360 First Avenue respectively, as the 'Amended Center 128 Economic Opportunity Area' (the "Amended Center 128 EOA") for a period of 13 years, pursuant to M.G.L. c. 23A, §3E, and to approve the submission of an application of the Amended Center 128 EOA to the Massachusetts Economic Assistance Coordinating Council (EACC) for approval.</p> <p>MOVE that, subject to ratification by Town Meeting, the Board of Selectmen vote to amend the 13-year Tax Increment Financing (TIF) Plan and Agreement, adopted pursuant to M.G.L. c. 40, §59, between TripAdvisor Inc., Normandy Gap-V Development Needham, LLC, and the Town of Needham so as to apply to property located as delineated by the Amended Center 128 EOA and to authorize the submission of the Amended TIF Plan and Amended TIF Agreement to the EACC for approval.</p> <p>MOVE that the Board of Selectmen vote to execute the amended Host Community Agreement between TripAdvisor, Inc. and the Town of Needham, as well as the amended Host Community Agreement between Normandy Gap-V Development Needham, LLC and the Town of Needham.</p>			



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

3.	BACK UP INFORMATION ATTACHED	YES	NO
<p>a. Amended TIF Agreement b. Amended TIF Plan and Zone c. EOA Application for the Amended Center 128 EOA d. Amended Host Community Agreement between the Town and TripAdvisor e. Amended Host Community Agreement between the Town and Normandy</p>			

**AMENDED TAX INCREMENT FINANCING AGREEMENT
BY AND BETWEEN
THE TOWN OF NEEDHAM,
TRIPADVISOR LLC and
NORMANDY GAP-V DEVELOPMENT NEEDHAM, LLC**

This AGREEMENT is made this ____ day of April, 2013 by and between the TOWN OF NEEDHAM, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at Town Hall, 1471 Highland Avenue, Needham, MA 02492 (the "TOWN") and TRIPADVISOR LLC, a Massachusetts limited liability company with a principal place of business at 141 Needham Street, Newton, MA 02464 (the "COMPANY"), duly authorized to do business in Massachusetts, and NORMANDY, GAP-V DEVELOPMENT NEEDHAM, LLC, a Delaware limited liability company, with a principal place of business at 53 Maple Avenue, Morristown, NJ 07960 or an affiliate/subsidiary or the nominee, successor or assignee thereof (the "PROPERTY OWNER").

PRELIMINARY STATEMENTS

WHEREAS, the PROPERTY OWNER owns approximately 13.68 acres of real estate, consolidating four previously separate parcels, shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29, with the respective street addresses of 410 First Avenue, 66 B Street, 37 A Street and 360 First Avenue;

WHEREAS, the PROPERTY OWNER and COMPANY intend to develop a portion of that real estate, comprising the area delineated as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013, prepared by Tetra Tech, and consisting of approximately 206,516 square feet of land located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street (hereinafter the "PROPERTY");

WHEREAS, the PROPERTY is to be developed with an approximately 287,855 gross square-foot office building, together with associated improvements (collectively, the "PROJECT");

WHEREAS, the PROPERTY OWNER intends to lease an approximately 287,855 gross square feet of the PROJECT to the COMPANY;

WHEREAS, the PROPERTY is located within the boundaries of the Needham Economic Target Area (the "ETA") as designated by the Massachusetts Economic Assistance Coordinating Council (the "EACC") pursuant to Chapter 23A, Section 3D(a)(ii)(J) of the General Laws;

WHEREAS, the PROPERTY is located within and occupies the entire Center 128 Economic Opportunity Area (the "EOA"), and will be located within and occupy the entire Amended Center 128 Economic Opportunity Area which is the subject of an application to amend the EOA from the TOWN to be submitted to the EACC, pursuant to Chapter 23A, Section 3E of the General Laws;

WHEREAS, through the PROJECT, the COMPANY is expected to create 250 new, permanent, full-time jobs (collectively, "NEW JOBS"), and retain and relocate 450 permanent full-time jobs from its Newton offices to the PROJECT ("JOBS RELOCATED");

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the PROPERTY OWNER, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY;

WHEREAS, the Town, the COMPANY and the PROPERTY OWNER entered into a Tax Increment Financing Agreement on November 14, 2012 (the "Original TIF Agreement"), pursuant to which the COMPANY and the PROPERTY OWNER received a Tax Increment Financing Exemption from the TOWN, in accordance with the Massachusetts Economic Development Incentive Program and Chapters 23A, 40 and 59 of the General Laws;

WHEREAS, the TOWN, the COMPANY and the PROPERTY OWNER desire to amend the Original TIF Agreement to allow for a reconfiguration of the office building on the PROPERTY while still allowing the PROJECT to take full advantage of the exemptions in the Original TIF Agreement;

WHEREAS, the TOWN strongly supports increased economic development in the TOWN, to expand commercial and industrial activity within the TOWN, and to develop a healthy economy and stronger tax base;

WHEREAS, the COMPANY has received status as a Certified Project pursuant to Chapter 23A, Section 3F of the General Laws and intends to apply to amend its status as necessary to reflect the reconfiguration of the office building;

WHEREAS, the PROJECT furthers the economic development goals and the criteria established for the ETA and EOA; and

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, each to the other paid, the receipt of which is hereby acknowledged, the parties hereby agree to amend the Original TIF Agreement as follows:

1. The Board of Selectmen of the Town of Needham will execute this amended AGREEMENT on behalf of the TOWN. This execution is subject to ratification by the Town Meeting. Should the Town Meeting fail to ratify this AGREEMENT, it will not be binding on any of the parties and the terms of the Original TIF Agreement shall remain in full force and effect.
2. This is a thirteen (13) year incentive, to commence in the later of (a) Fiscal Year 2016 (begins July 1, 2015) or (b) the first Fiscal Year in which the Project is placed in service (as evidenced by a certificate of occupancy) and

ending thirteen full Fiscal Years thereafter (i.e., in Fiscal Year 2028 (ends June 30, 2028) if the commencement is Fiscal Year 2016), which shall include any real estate development associated with the PROJECT. In no event shall such incentive commence subsequent to Fiscal Year 2018. The COMPANY and the PROPERTY OWNER agree that development will be considered to be part of the PROJECT only if the building permits for the building envelope have been applied for on or before June 30, 2014. The COMPANY reaffirms that it will not seek additional tax increment financing for any expansion involving the building referred to as "Building 2" in the Major Project Special Permit dated April 2, 2013.

3. The Tax Increment Financing Exemption formula for the PROPERTY shall be calculated as prescribed by Chapter 23A, Section 3E; Chapter 40, Section 59 and Chapter 59, Section 5, Clause 51st of the General Laws. The Tax Increment Financing Exemption formula shall apply to the incremental difference in the assessed valuation of the PROPERTY created by the PROJECT, excluding parking, landscaping and accessory facilities associated therewith (the "REAL ESTATE INCREMENT").
 - a. The parties hereby agree that the base valuation for the PROPERTY is the value used for the calculation of property taxes owed in Fiscal Year 2013. The parties agree that, for the purposes of calculating the base valuation, the PROPERTY shall be valued at \$44.80 per square foot. This is the same rate as utilized to calculate the base valuation set forth in the Original TIF Agreement. For a PROPERTY area of 206,516 square feet, this calculation would result in a base valuation of \$9,251,916.80.
 - b. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the General Laws.
 - c. The REAL ESTATE INCREMENT created by the PROJECT is the amount eligible for exemption from real estate taxation.
 - d. Specifically, except as otherwise provided below, this AGREEMENT calls for an exemption from real estate taxation on the REAL ESTATE INCREMENT, commencing on the date described in Section 2 above according to the following TIF SCHEDULE:

Year 1	76%
Year 2	76%
Year 3	76%
Year 4	76%
Year 5	76%
Year 6	1%
Year 7	1%
Year 8	1%

Year 9	1%
Year 10	1%
Year 11	1%
Year 12	1%
Year 13	1%

- e. The parties agree that there shall be no exemption from taxes on personal property pursuant to this AGREEMENT.
4. The TOWN is granting the Tax Increment Financing Exemption in consideration of the COMPANY'S commitment to:
- a. Create a minimum of 250 NEW JOBS within five (5) years after the commencement described in Section 2 above. The COMPANY shall consider in its hiring of new employees, subject to applicable law and assuming equal qualification, the hiring of qualified residents of the TOWN. For the purposes of this AGREEMENT, a NEW JOB shall be newly created in the Commonwealth. In order to facilitate such employment, the COMPANY shall advertise in the local newspapers and online encouraging such residents to apply for employment with the COMPANY any time advertisements are otherwise placed by the COMPANY for employment at the facility. The COMPANY, however, will retain all authority regarding hiring decisions and recruitment activities;
 - b. Retain 450 jobs to be located at the PROJECT.
 - c. Retain jobs as necessary to maintain a total number of employees at the PROJECT equal to the sum of the JOBS RELOCATED and the NEW JOBS created in the prior calendar years ("JOBS RETAINED").
 - d. Invest \$17.5 million for leasehold improvements and \$9.7 million for personal property as part of the PROJECT. It is anticipated that the PROPERTY OWNER will invest \$95.6 million for construction costs and \$12.4 million for land and related costs in connection with the PROJECT, for an aggregate total anticipated PROJECT investment of approximately \$135.2 million; and
 - e. Subject to applicable law and assuming equal qualification, to explore opportunities to hire qualified local contractors, vendors and suppliers, in connection with the construction and operation of the PROJECT. The COMPANY, however, will retain all authority regarding the hiring of contractors, vendors and suppliers.
5. The COMPANY commits to implement the job creation according to the following schedule. For the purposes of this section, the "First Calendar Year" is the year in which the certificate of occupancy is issued, the "Second Calendar Year" is the next year, and so on.:

On or before December 31 of the First Calendar Year	50 NEW JOBS created at the PROJECT. 450 JOBS RELOCATED to the PROPERTY.
On or before December 31 of the Second Calendar Year	50 NEW JOBS created at the PROJECT. 500 JOBS RETAINED at the PROJECT.
On or before December 31 of the Third Calendar Year	50 NEW JOBS created at the PROJECT. 550 JOBS RETAINED at the PROJECT.
On or before December 31 of the Fourth Calendar Year	50 NEW JOBS created at the PROJECT. 600 JOBS RETAINED at the PROJECT.
On or before December 31 of the Fifth Calendar Year	50 NEW JOBS created at the PROJECT. 650 JOBS RETAINED at the PROJECT.

The COMPANY commits to retain at least 700 jobs at the PROJECT for the remainder of the term of the AGREEMENT.

6. The COMPANY agrees to submit annual reports on job creation, retention and new investment to the State Economic Assistance Coordinating Council and TOWN Board of Assessors on or before January 30 of each year for the duration of the Tax Increment Financing Exemption. These reports shall include:
 - a. The number of NEW JOBS created at the PROJECT, the number of JOBS RETAINED at the PROJECT, and the number of people hired from within the ETA for the annual time period ending December 31 and on a cumulative basis; and
7. Should the COMPANY fail to submit a required annual report, or should the annual report indicate that the COMPANY has failed to meet its scheduled target for EXISTING JOBS and NEW JOBS, the exemption from real property taxation shall be zero percent (0%) for the subsequent fiscal year.
8. The PROPERTY OWNER shall pass on all real estate tax savings resulting from this AGREEMENT to the COMPANY.
9. Neither the COMPANY nor the PROPERTY OWNER will seek a real estate tax abatement for the PROJECT, or any portion thereof, with respect to any fiscal year covered by this AGREEMENT.

10. Should the COMPANY be in default of this AGREEMENT, the TOWN, acting through its Board of Selectmen, may, at its sole discretion, after providing the notice and the opportunity to the COMPANY and to the PROPERTY OWNER to cure described below in this Section 10, notify the EACC and/or take action to request decertification of the project by the EACC. Prior to any decertification proceeding, however, the COMPANY shall have the opportunity to cure, correct or remedy its default. Upon receiving written notice of such a default from the TOWN (with a copy to the PROPERTY OWNER), the COMPANY shall have thirty (30) days to commence to cure, correct or remedy such failure or default, and shall complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, provided that the COMPANY exercises due diligence in the remedying of such default. Should the COMPANY opt not to cure the default, the COMPANY agrees that it will not oppose request for decertification by the Town based upon such default. In any event, in addition to the COMPANY's right to cure such default, the PROPERTY OWNER shall have the right (but not the obligation) to commence to cure, correct or remedy such failure or default within thirty (30) days of receiving the aforementioned written notice from the TOWN. Should the PROPERTY OWNER elect to exercise its right to cure under this Section, it shall give notice to the TOWN and to the COMPANY of its intention to do so, and shall complete such cure, correction or remedy within one hundred and twenty (120) days of the receipt of the aforementioned written notice from the TOWN, or, with respect to defaults that cannot be remedied within such one hundred and twenty (120) day period, within such additional time as is required to reasonably remedy such default, provided that the PROPERTY OWNER exercises due diligence in the remedying of such default.
11. This AGREEMENT is being executed simultaneously with two Host Community Agreements, as amended, one between the TOWN and the PROPERTY OWNER (the "PROPERTY OWNER HCA") and one between the TOWN and the COMPANY (the "COMPANY HCA"). Application of the tax exemptions in this AGREEMENT shall be contingent upon the COMPANY and the PROPERTY OWNER undertaking all actions as are required in the COMPANY HCA and PROPERTY OWNER HCA, as amended, respectively, prior to the expiration of any notice and cure periods. Any default by the COMPANY or PROPERTY OWNER that continues beyond the expiration of any applicable notice and cure periods under the terms of the HCA, as amended, shall be deemed to be a default of this AGREEMENT as well.
12. If and to the extent that either party is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this AGREEMENT, the term force majeure shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected

party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

13. The COMPANY shall give written notice to the TOWN at least thirty (30) days prior to any relocation of operations from the PROPERTY, or of any transfer of its leasehold on the PROPERTY or its business to any entity other than designated as the COMPANY in this AGREEMENT; provided that if the Company determines in good faith that such notice cannot be given thirty (30) days in advance because of the requirements of securities laws or related regulations, or any contractual, regulatory, or other similar types of obligations or prohibitions, such notice shall be given promptly after such prohibitions no longer apply. Such notice shall not operate to terminate any obligation set forth in this AGREEMENT.
14. In endorsing this document, the TOWN also authorizes the submittal of the related Amended TIF Plan and amended EOA application to the Massachusetts Office of Business Development and the EACC.
15. This AGREEMENT shall be binding upon all parties to it and, in addition, shall be binding upon and inure to the benefit of subsequent owners of the PROPERTY and to the successors and assigns of the COMPANY.
16. If any provision of this contract shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the contract shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this contract.

AGREED TO:

TOWN OF NEEDHAM
BY ITS BOARD OF SELECTMEN

TRIPADVISOR LLC

Daniel P. Matthews, Vice Chairman

By: _____
Name:
Title:

John A. Bulian, Clerk

Date

Maurice P. Handel

Matthew D. Borrelli

Date

NORMANDY, GAP-V DEVELOPMENT
NEEDHAM, LLC

By: _____
Name:
Title:
Date:

AMENDED TAX INCREMENT FINANCING PLAN and ZONE

TOWN OF NEEDHAM

&

TRIPADVISOR LLC.

&

NORMANDY GAP-V DEVELOPMENT NEEDHAM, LLC

360 First Avenue, 410 First Avenue, 37 A Street and 66 B Street

Town of Needham
Town Hall
1471 Highland Avenue
Needham, Massachusetts 02492

Introduction

TripAdvisor is an online travel research company, empowering users to plan and enjoy the ideal trip. TripAdvisor's travel research platform aggregates reviews and opinions of members about destinations, accommodations (including hotels, B&Bs, specialty lodging and vacation rentals), restaurants and activities throughout the world through its flagship TripAdvisor brand.

Currently based in Newton, Massachusetts, TripAdvisor is planning to consolidate its operations and relocate to newly constructed office space located in the New England Business Center in the Town of Needham, Massachusetts. The company plans to move its principal executive offices to a new six-story office building, with a floor area of approximately 287,855 gross square feet, as well as an accompanying parking structure, to be constructed by the owner of the property in question, Normandy GAP-V Development Needham, LLC (the "Property Owner") with contribution from TripAdvisor. The property will be designed with an upscale campus-style atmosphere and many on-site amenities for employees. The TripAdvisor buildings will be attractive and include an employee café and a fitness and wellness center. The building will be completed in 2015, with the relocation to commence soon after that.

Under a lease arrangement, the Property Owner would pay for the land and construction costs. Leasehold improvements and personal property costs would be paid for by the Company, including furniture, fixtures, computers, and servers. The project investment is estimated at \$135.2 million, including \$95.6 million for construction costs, \$12.4 million for land and related costs, \$17.5 million for leasehold improvements, and \$9.7 million for personal property.

TripAdvisor intends to retain and relocate its 450 employees to Needham from its Newton offices, and then expand its operations by hiring an additional 250 full-time employees in the five years following the relocation.

The land to be used for the project is within the New England Business Center Zoning District in the Town of Needham, Massachusetts. Specifically, it includes portions of four separate lots shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29 with the respective street addresses of 410 First Avenue, 66 B Street, 37 A Street and 360 First Avenue. All of the land is under the control of the Property Owner, and is subject to a Major Site Plan Special Permit granted by the Needham Planning Board on April 2, 2013. The Property Owner will hold the buildings under a condominium form of ownership, and TripAdvisor will lease the space it needs from the Property Owner.

In order to reduce certain costs of the proposed investments, TripAdvisor has requested and received local approval for an amended Tax Increment Financing Agreement (the "Amended TIF Agreement") between TripAdvisor, the Property Owner and the Town, whereby the Property Owner will receive certain reductions in real estate tax and these savings will be passed on to TripAdvisor to make its expansion and improvements more cost-effective. In addition, the Town has executed Host Community Agreements with both TripAdvisor and the Property

Owner to memorialize each party's obligations and commitment to mitigating the impacts of this proposed development, and has subsequently amended those Host Community Agreements to align them with this Amended TIF Plan. The details of the Amended TIF Agreement and Host Community Agreements are described below. TripAdvisor's eligibility for the tax increment exemption will commence on the later of July 1, 2016 or the first day of the Fiscal Year in which the Project is placed in service or as soon thereafter as the TIF Plan is approved by the EACC, whichever is latest, but shall in no event commence subsequent to Fiscal Year 2018.

I. Location

a. Needham Economic Target Area

The EACC has approved the establishment of the Center 128 Economic Opportunity Area (the "EOA") and a Tax Increment Financing Zone (the "TIF Zone") within the Needham Economic Target Area (the "ETA"). The EOA consisted of approximately 3.5 acres of land located at portions of 410 First Avenue and 66 B Street, specifically delineated as "Site Area" on a Plan entitled "Exclusive Use Plan – Building #3," dated September 21, 2012 and prepared by Tetra Tech. The Town of Needham proposes to amend the EOA and the TIF Zone so as to consist of approximately 4.7 acres of land located at portions of 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, and collectively delineated as "Site Area" on a Plan entitled "Exclusive Use Plan - Building #3," dated March 5, 2013 and prepared by Tetra Tech. A copy of that plan is attached as Exhibit A.

b. Municipality

Town of Needham, Norfolk County, Massachusetts

c. TIF Zone

i. Location and Map

The amended TIF Zone is contiguous with the Amended Center 128 EOA, as described above.

ii. Legal Description

A legal description of the amended EOA and the corresponding amended TIF Zone is attached as Exhibit B.

iii. Potential TIF Zone Issues

There are no new TIF Zone issues raised by the proposed amendment. The TIF Zone is located in close proximity to Route 128/I-95 and is a site that can easily accommodate the planned expansion. It also offers excellent access to regional commuter rail and MBTA rapid transit. The Company plans to participate in the

128 Business Council shuttle service or another similarly constituted service, allowing employees to commute using the commuter rail stop in the Needham Town Center.

iv. Property Owners within the proposed Zone

The parcel in question is owned by Normandy GAP-V Development Needham, LLC.

II. Duration of TIF Zone and Plan

There are no proposed changes to the duration of the TIF Zone and Plan. The duration of the amended TIF Zone and Amended TIF Plan will be for a period of thirteen years (Fiscal Years 2016 through 2028). TripAdvisor has agreed to yearly commitments of job retention and creation, and will submit annual reports detailing how it has met these commitments as well as its commitment to invest in improving and expanding its facilities within the TIF Zone. If these commitments are not met, or if TripAdvisor fails to submit a required annual report, it will be ineligible for any exemption from real property taxation for the subsequent fiscal year. TripAdvisor's eligibility for the tax increment exemption will commence on the later of July 1, 2016 or the first day of the Fiscal Year in which the Project is placed in service or as soon thereafter as the Amended TIF Plan is approved by the EACC, whichever is latest, but shall in no event commence subsequent to Fiscal Year 2018.

III. TIF Zone and Economic Development

a. New Economic Development Opportunity

There are no changes to the new economic development opportunity as a result of the proposed amendment. TripAdvisor, together with the Property Owner, intends to invest approximately \$135.2 million in real estate and personal property improvements to the amended TIF Zone over the life of the Amended TIF Plan. TripAdvisor intends to create 250 New permanent full-time Jobs within the amended TIF Zone, while also retaining and relocating its 450 jobs to the amended TIF Zone from its Newton offices.

b. Net Economic Benefit to Needham

There is no change to the benefits accruing to Needham as a result of the proposed amendment. The benefits of TripAdvisor's expansion and investments in workforce, real estate and equipment that will accrue to the Town and the Commonwealth of Massachusetts are considerable. These benefits include:

- attraction of new high-technology firms to Needham;
- growth of the local and statewide economy;

- net growth in the local commercial property and state income tax base;
- increased wages and family income and decreased unemployment in Needham and the surrounding area;
- reduction of Needham’s commercial vacancy rate;
- an economic ripple effect resulting from the introduction of new jobs and personal income into the local and state economy; and
- increased prominence and prestige in the global marketplace due to the affirmative decision of an international company to move a major division to the Town.

Revenue projections made by the Town suggest that the planned improvements will lead to a net increase in commercial taxes of almost \$4.347 million over the lifespan of the amended TIF Zone, net of the incremental exemption proposed in the Amended TIF Agreement.

c. Analysis of Proposed and Potential Land Uses and Zoning

The amended TIF Zone is located in the New England Business Center Zoning District under the Town of Needham’s Zoning Bylaws. TripAdvisor’s proposed investments will conform with the intent of that zoning district.

IV. TIF Zone Project

a. The TripAdvisor building is the only project envisioned for the amended TIF Zone. It will consist of a new six-story office building, with a floor area of approximately 287,855 gross square feet building, as well as an accompanying parking structure and associated improvements.

b. Evidence of TripAdvisor’s Commitment

TriAdvisor has committed to contributing approximately \$27.2 million towards real estate and personal property investments at the property.

c. TripAdvisor has committed to implement the following schedule of job creation, relocation and retention. For the purposes of this section, the “First Calendar Year” is the year in which the certificate of occupancy is issued, the “Second Calendar Year” is the next year, and so on.

On or before December 31 of the First Calendar Year	50 new jobs created at the project. 450 Jobs relocated to the property.
On or before December 31 of the Second Calendar Year	500 existing jobs retained and 50 new jobs created.
On or before December 31 of the	550 existing jobs retained and 50

Third Calendar Year	new jobs created.
On or before December 31 of the Fourth Calendar Year	600 existing jobs retained and 50 new jobs created.
On or before December 31 of the Fifth Calendar Year	650 existing jobs retained and 50 new jobs created.

TripAdvisor further commits to retain at least 700 existing jobs for the remainder of the term of the duration of the TIF Zone.

d. Estimated Tax Revenues Based on Increased Valuation

The estimated tax revenues, after the TIF Agreement exemption, are set forth on the chart attached hereto as Exhibit C.

- e. Financing for the TripAdvisor project is in place. It will come from self-financed, private sources.
- f. No other projects, public or private, are anticipated for the amended TIF Zone.

V. Tax Increment Financing

a. Authorization to Use TIF Financing

A resolution setting forth the amended TIF Agreement, which has been approved by the Needham Board of Selectmen, and ratified by Town Meeting, pursuant to *M.G.L. c. 40, §59* and *M.G.L. c. 59, §5*, is attached hereto as Exhibit D.

b. TIF Exemption from Property Taxes

The Town shall grant a Tax Increment Financing exemption to TripAdvisor, in accordance with *M.G.L. c. 40, §59*, *M.G.L. c. 59, §5*, *M.G.L. c. 23A, §3*, for real estate improvements made to the property within the Center 128 EOA, as amended. The base valuation for determining assessed value of the property is the value used for the calculation of property taxes owed in Fiscal Year 2013, and the parties have agreed that, for purposes of calculating the base valuation, the property shall be valued at a rate of \$44.80 per square foot. This is the same rate as utilized to calculate the base valuation set forth in the Original TIF Agreement. For a property area of 206,516 square feet, this would result in a base valuation of \$9,251,916.80. The base value shall be adjusted annually pursuant to *M.G.L. c. 40, §59*, as may be subsequently amended. The exemption shall be valid for the thirteen years of the TIF Agreement.

The proposed Amended TIF Agreement calls for an exemption from real estate taxation on the REAL ESTATE INCREMENT, according to the following TIF SCHEDULE:

Year 1	76%
Year 2	76%
Year 3	76%
Year 4	76%
Year 5	76%
Year 6	1%
Year 7	1%
Year 8	1%
Year 9	1%
Year 10	1%
Year 11	1%
Year 12	1%
Year 13	1%

VI. Approval of the TIF Project

a. Approval Process

The approval process complies with the relevant statutory provisions governing the approval of Tax Increment Financing Agreements, as cited elsewhere in this application.

The Needham Board of Selectmen approved the terms of the Amended TIF Agreement, Amended TIF Plan and Zone, and amended EOA Application on April 23, 2013.

The Needham Special Town Meeting ratified the vote of the Board of Selectmen to enter into an amended Tax Increment Financing Agreement between the Town, the Property Owner and TripAdvisor on May 13, 2013.

b. Persons authorized to execute the Amended TIF Agreement with TripAdvisor and the Property Owner

The Town's Board of Selectmen is authorized to execute the Amended TIF Agreement, subject to ratification by vote of the Town Meeting on May 13, 2013.

c. Evidence of Local Approval

Attached as Exhibit E is the certified vote from the Special Town Meeting of May 13, 2013, ratifying the vote of the Board of Selectmen to enter into the Amended TIF Agreement with TripAdvisor and the Property Owner.

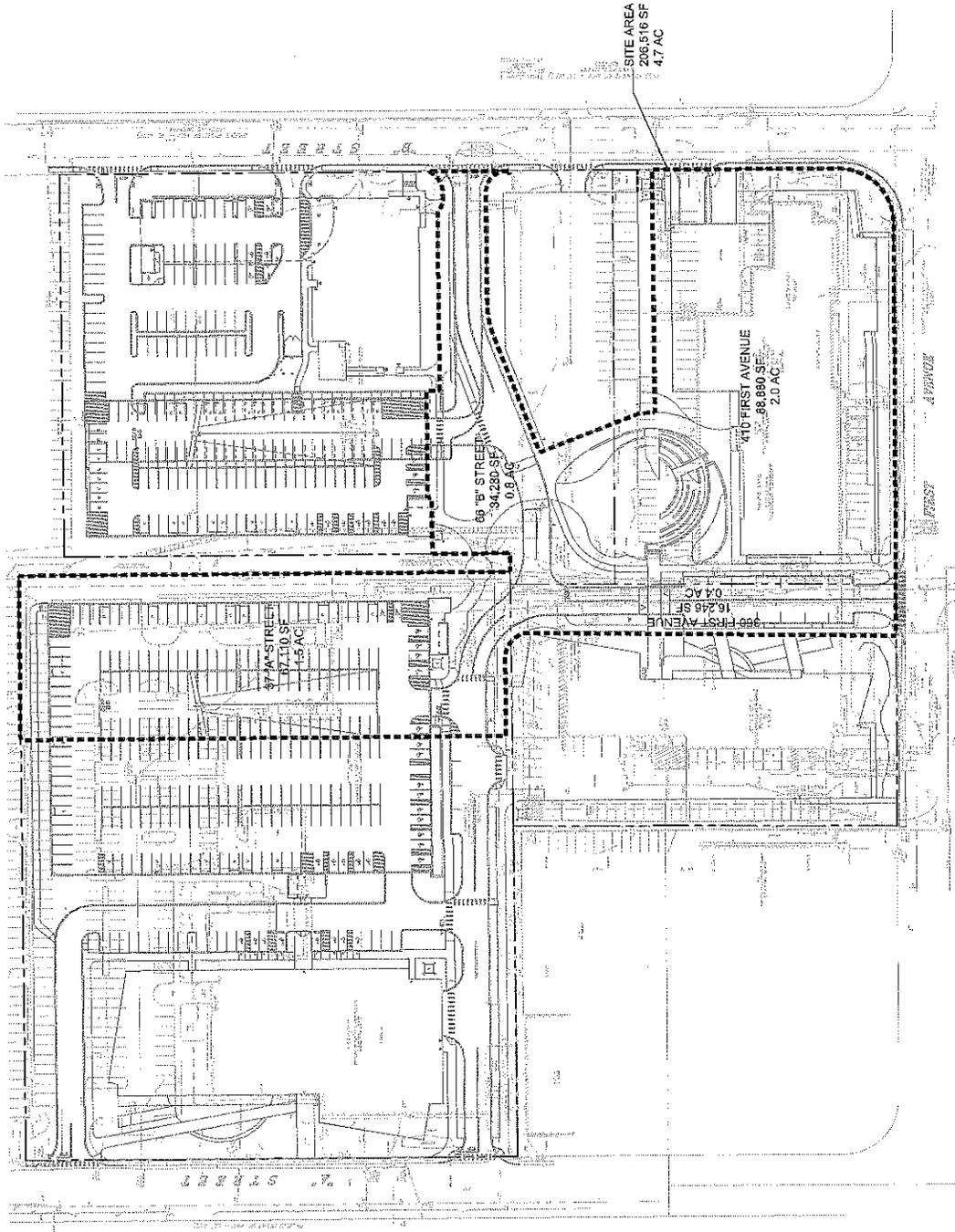
Attached as Exhibit F is the Amended TIF Agreement between the Town of Needham, the Property Owner and TripAdvisor, as approved by a vote of the Board of Selectmen on April 23, 2013.

Attached as Exhibit G is the amended Host Community Agreement between the Town of Needham, the Property Owner and TripAdvisor.

d. EACC Approval

The request to the EACC for approval of the amended TIF Plan and Zone and amended EOA Application is provided as part of this document.

Exhibit A
(Maps showing location of Amended Center 128 EOA and TIF Zone)



Project No.: 1722127-12001
Diler: 0309573
Designed By: SCV
FIGURE
1

TETRA TECH
www.tetrattech.com
One Canal Street
Framingham, Massachusetts 01701
Phone: 508.893.2000 Fax: 508.893.2001

Center 128
Needham, MA
Exclusive Use Plan
Building #3

Bar Measures 1 Inch

EXHIBIT B

LEGAL DESCRIPTION OF THE TIF ZONE/AMENDED CENTER 128 EOA

The TIF Zone consists of the area delineated as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013, prepared by Tetra Tech, consisting of approximately 206,516 square feet of land and comprising portions of the properties located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29, respectively

Exhibit C
(Estimated Tax Revenues)

13 year Town of Needham Tax Increment Financing (TIF) Proposal Assumptions

PHASE I	
Initial Square Footage =	206,516
Initial Base Assessed Value* = \$	9,251,917
Initial Incremental Assessed Value = \$	27,018,083
New Square Footage =	287,855
Phase I Assessed Value = \$	36,270,000
Estimated Annual Base Tax Payment = \$	198,916
FY12 Tax Rate per \$1000 = \$	21.50
Initial Incremental Annual Tax = \$	580,889

Percentage of assessed land values of 37 A Street, 66 B Street, 370 First Avenue and 410 First Avenue

Year	Estimated Current Property Tax (Base Only)	Estimated Incremental Assessed Value	Estimated New Incremental Annual Property Tax	% Exempt	Estimated TIF Savings to Company	Estimated Incremental Tax Payment w/TIF to Town	Estimated Total RE Taxes to Town (Base + New)
1	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
2	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
3	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
4	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
5	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
6	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
7	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
8	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
9	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
10	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
11	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
12	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
13	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
Est. Real Property	2,585,908			30%	2,253,852	5,297,705	7,883,613
TOTALS					2,253,852	8,698,613	815,000

TOTALS	2,253,852	8,698,613
Tax Savings To Company	Total	Revenue To Town

**Est. Additional Revenue to Town	
permit fees	\$230,000
personal property	\$419,250
Hotel tax	\$117,000
Meal tax	\$48,750
Total	\$815,000

Projected assessed values shown are estimated, actual assessed values to be determined by local Assessor Assumptions based on no annual increase in assessed property values or tax rate

Property Address: 400 First Avenue, Needham, MA

*Assumes a percentage of land value based on project scope

**Estimated Permit Fees @ \$230,000, Personal Property Tax @ \$32,250/yr, Hotel Tax @ \$9,000/yr and Meal Tax @ \$3,750/yr

Exhibit D
(Board of Selectmen Resolution Putting Forth Amended TIF Agreement)

Exhibit E
(Certified Town Meeting Vote)

Exhibit F
(Amended Tax Increment Financing Agreement)

**AMENDED TAX INCREMENT FINANCING AGREEMENT
BY AND BETWEEN
THE TOWN OF NEEDHAM,
TRIPADVISOR LLC and
NORMANDY GAP-V DEVELOPMENT NEEDHAM, LLC**

This AGREEMENT is made this ____ day of April, 2013 by and between the TOWN OF NEEDHAM, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at Town Hall, 1471 Highland Avenue, Needham, MA 02492 (the "TOWN") and TRIPADVISOR LLC, a Massachusetts limited liability company with a principal place of business at 141 Needham Street, Newton, MA 02464 (the "COMPANY"), duly authorized to do business in Massachusetts, and NORMANDY, GAP-V DEVELOPMENT NEEDHAM, LLC, a Delaware limited liability company, with a principal place of business at 53 Maple Avenue, Morristown, NJ 07960 or an affiliate/subsidiary or the nominee, successor or assignee thereof (the "PROPERTY OWNER").

PRELIMINARY STATEMENTS

WHEREAS, the PROPERTY OWNER owns approximately 13.68 acres of real estate, consolidating four previously separate parcels, shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29, with the respective street addresses of 410 First Avenue, 66 B Street, 37 A Street and 360 First Avenue;

WHEREAS, the PROPERTY OWNER and COMPANY intend to develop a portion of that real estate, comprising the area delineated as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013, prepared by Tetra Tech, and consisting of approximately 206,516 square feet of land located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street (hereinafter the "PROPERTY");

WHEREAS, the PROPERTY is to be developed with an approximately 287,855 gross square-foot office building, together with associated improvements (collectively, the "PROJECT");

WHEREAS, the PROPERTY OWNER intends to lease an approximately 287,855 gross square feet of the PROJECT to the COMPANY;

WHEREAS, the PROPERTY is located within the boundaries of the Needham Economic Target Area (the "ETA") as designated by the Massachusetts Economic Assistance Coordinating Council (the "EACC") pursuant to Chapter 23A, Section 3D(a)(ii)(J) of the General Laws;

WHEREAS, the PROPERTY is located within and occupies the entire Center 128 Economic Opportunity Area (the "EOA"), and will be located within and occupy the entire Amended Center 128 Economic Opportunity Area which is the subject of an application to amend the EOA from the TOWN to be submitted to the EACC, pursuant to Chapter 23A, Section 3E of the General Laws;

WHEREAS, through the PROJECT, the COMPANY is expected to create 250 new, permanent, full-time jobs (collectively, "NEW JOBS"), and retain and relocate 450 permanent full-time jobs from its Newton offices to the PROJECT ("JOBS RELOCATED");

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the PROPERTY OWNER, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY;

WHEREAS, the Town, the COMPANY and the PROPERTY OWNER entered into a Tax Increment Financing Agreement on November 14, 2012 (the "Original TIF Agreement"), pursuant to which the COMPANY and the PROPERTY OWNER received a Tax Increment Financing Exemption from the TOWN, in accordance with the Massachusetts Economic Development Incentive Program and Chapters 23A, 40 and 59 of the General Laws;

WHEREAS, the TOWN, the COMPANY and the PROPERTY OWNER desire to amend the Original TIF Agreement to allow for a reconfiguration of the office building on the PROPERTY while still allowing the PROJECT to take full advantage of the exemptions in the Original TIF Agreement;

WHEREAS, the TOWN strongly supports increased economic development in the TOWN, to expand commercial and industrial activity within the TOWN, and to develop a healthy economy and stronger tax base;

WHEREAS, the COMPANY has received status as a Certified Project pursuant to Chapter 23A, Section 3F of the General Laws and intends to apply to amend its status as necessary to reflect the reconfiguration of the office building;

WHEREAS, the PROJECT furthers the economic development goals and the criteria established for the ETA and EOA; and

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, each to the other paid, the receipt of which is hereby acknowledged, the parties hereby agree to amend the Original TIF Agreement as follows:

1. The Board of Selectmen of the Town of Needham will execute this amended AGREEMENT on behalf of the TOWN. This execution is subject to ratification by the Town Meeting. Should the Town Meeting fail to ratify this AGREEMENT, it will not be binding on any of the parties and the terms of the Original TIF Agreement shall remain in full force and effect.
2. This is a thirteen (13) year incentive, to commence in the later of (a) Fiscal Year 2016 (begins July 1, 2015) or (b) the first Fiscal Year in which the Project is placed in service (as evidenced by a certificate of occupancy) and

ending thirteen full Fiscal Years thereafter (i.e., in Fiscal Year 2028 (ends June 30, 2028) if the commencement is Fiscal Year 2016), which shall include any real estate development associated with the PROJECT. In no event shall such incentive commence subsequent to Fiscal Year 2018. The COMPANY and the PROPERTY OWNER agree that development will be considered to be part of the PROJECT only if the building permits for the building envelope have been applied for on or before June 30, 2014. The COMPANY reaffirms that it will not seek additional tax increment financing for any expansion involving the building referred to as "Building 2" in the Major Project Special Permit dated April 2, 2013.

3. The Tax Increment Financing Exemption formula for the PROPERTY shall be calculated as prescribed by Chapter 23A, Section 3E; Chapter 40, Section 59 and Chapter 59, Section 5, Clause 51st of the General Laws. The Tax Increment Financing Exemption formula shall apply to the incremental difference in the assessed valuation of the PROPERTY created by the PROJECT, excluding parking, landscaping and accessory facilities associated therewith (the "REAL ESTATE INCREMENT").
 - a. The parties hereby agree that the base valuation for the PROPERTY is the value used for the calculation of property taxes owed in Fiscal Year 2013. The parties agree that, for the purposes of calculating the base valuation, the PROPERTY shall be valued at \$44.80 per square foot. This is the same rate as utilized to calculate the base valuation set forth in the Original TIF Agreement. For a PROPERTY area of 206,516 square feet, this calculation would result in a base valuation of \$9,251,916.80.
 - b. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the General Laws.
 - c. The REAL ESTATE INCREMENT created by the PROJECT is the amount eligible for exemption from real estate taxation.
 - d. Specifically, except as otherwise provided below, this AGREEMENT calls for an exemption from real estate taxation on the REAL ESTATE INCREMENT, commencing on the date described in Section 2 above according to the following TIF SCHEDULE:

Year 1	76%
Year 2	76%
Year 3	76%
Year 4	76%
Year 5	76%
Year 6	1%
Year 7	1%
Year 8	1%

Year 9	1%
Year 10	1%
Year 11	1%
Year 12	1%
Year 13	1%

- e. The parties agree that there shall be no exemption from taxes on personal property pursuant to this AGREEMENT.
4. The TOWN is granting the Tax Increment Financing Exemption in consideration of the COMPANY'S commitment to:
- a. Create a minimum of 250 NEW JOBS within five (5) years after the commencement described in Section 2 above. The COMPANY shall consider in its hiring of new employees, subject to applicable law and assuming equal qualification, the hiring of qualified residents of the TOWN. For the purposes of this AGREEMENT, a NEW JOB shall be newly created in the Commonwealth. In order to facilitate such employment, the COMPANY shall advertise in the local newspapers and online encouraging such residents to apply for employment with the COMPANY any time advertisements are otherwise placed by the COMPANY for employment at the facility. The COMPANY, however, will retain all authority regarding hiring decisions and recruitment activities;
 - b. Retain 450 jobs to be located at the PROJECT.
 - c. Retain jobs as necessary to maintain a total number of employees at the PROJECT equal to the sum of the JOBS RELOCATED and the NEW JOBS created in the prior calendar years ("JOBS RETAINED").
 - d. Invest \$17.5 million for leasehold improvements and \$9.7 million for personal property as part of the PROJECT. It is anticipated that the PROPERTY OWNER will invest \$95.6 million for construction costs and \$12.4 million for land and related costs in connection with the PROJECT, for an aggregate total anticipated PROJECT investment of approximately \$135.2 million; and
 - e. Subject to applicable law and assuming equal qualification, to explore opportunities to hire qualified local contractors, vendors and suppliers, in connection with the construction and operation of the PROJECT. The COMPANY, however, will retain all authority regarding the hiring of contractors, vendors and suppliers.
5. The COMPANY commits to implement the job creation according to the following schedule. For the purposes of this section, the "First Calendar Year" is the year in which the certificate of occupancy is issued, the "Second Calendar Year" is the next year, and so on.:

On or before December 31 of the First Calendar Year	50 NEW JOBS created at the PROJECT. 450 JOBS RELOCATED to the PROPERTY.
On or before December 31 of the Second Calendar Year	50 NEW JOBS created at the PROJECT. 500 JOBS RETAINED at the PROJECT.
On or before December 31 of the Third Calendar Year	50 NEW JOBS created at the PROJECT. 550 JOBS RETAINED at the PROJECT.
On or before December 31 of the Fourth Calendar Year	50 NEW JOBS created at the PROJECT. 600 JOBS RETAINED at the PROJECT.
On or before December 31 of the Fifth Calendar Year	50 NEW JOBS created at the PROJECT. 650 JOBS RETAINED at the PROJECT.

The COMPANY commits to retain at least 700 jobs at the PROJECT for the remainder of the term of the AGREEMENT.

6. The COMPANY agrees to submit annual reports on job creation, retention and new investment to the State Economic Assistance Coordinating Council and TOWN Board of Assessors on or before January 30 of each year for the duration of the Tax Increment Financing Exemption. These reports shall include:
 - a. The number of NEW JOBS created at the PROJECT, the number of JOBS RETAINED at the PROJECT, and the number of people hired from within the ETA for the annual time period ending December 31 and on a cumulative basis; and
7. Should the COMPANY fail to submit a required annual report, or should the annual report indicate that the COMPANY has failed to meet its scheduled target for EXISTING JOBS and NEW JOBS, the exemption from real property taxation shall be zero percent (0%) for the subsequent fiscal year.
8. The PROPERTY OWNER shall pass on all real estate tax savings resulting from this AGREEMENT to the COMPANY.
9. Neither the COMPANY nor the PROPERTY OWNER will seek a real estate tax abatement for the PROJECT, or any portion thereof, with respect to any fiscal year covered by this AGREEMENT.

10. Should the COMPANY be in default of this AGREEMENT, the TOWN, acting through its Board of Selectmen, may, at its sole discretion, after providing the notice and the opportunity to the COMPANY and to the PROPERTY OWNER to cure described below in this Section 10, notify the EACC and/or take action to request decertification of the project by the EACC. Prior to any decertification proceeding, however, the COMPANY shall have the opportunity to cure, correct or remedy its default. Upon receiving written notice of such a default from the TOWN (with a copy to the PROPERTY OWNER), the COMPANY shall have thirty (30) days to commence to cure, correct or remedy such failure or default, and shall complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, provided that the COMPANY exercises due diligence in the remedying of such default. Should the COMPANY opt not to cure the default, the COMPANY agrees that it will not oppose request for decertification by the Town based upon such default. In any event, in addition to the COMPANY's right to cure such default, the PROPERTY OWNER shall have the right (but not the obligation) to commence to cure, correct or remedy such failure or default within thirty (30) days of receiving the aforementioned written notice from the TOWN. Should the PROPERTY OWNER elect to exercise its right to cure under this Section, it shall give notice to the TOWN and to the COMPANY of its intention to do so, and shall complete such cure, correction or remedy within one hundred and twenty (120) days of the receipt of the aforementioned written notice from the TOWN, or, with respect to defaults that cannot be remedied within such one hundred and twenty (120) day period, within such additional time as is required to reasonably remedy such default, provided that the PROPERTY OWNER exercises due diligence in the remedying of such default.
11. This AGREEMENT is being executed simultaneously with two Host Community Agreements, as amended, one between the TOWN and the PROPERTY OWNER (the "PROPERTY OWNER HCA") and one between the TOWN and the COMPANY (the "COMPANY HCA"). Application of the tax exemptions in this AGREEMENT shall be contingent upon the COMPANY and the PROPERTY OWNER undertaking all actions as are required in the COMPANY HCA and PROPERTY OWNER HCA, as amended, respectively, prior to the expiration of any notice and cure periods. Any default by the COMPANY or PROPERTY OWNER that continues beyond the expiration of any applicable notice and cure periods under the terms of the HCA, as amended, shall be deemed to be a default of this AGREEMENT as well.
12. If and to the extent that either party is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this AGREEMENT, the term force majeure shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected

party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

13. The COMPANY shall give written notice to the TOWN at least thirty (30) days prior to any relocation of operations from the PROPERTY, or of any transfer of its leasehold on the PROPERTY or its business to any entity other than designated as the COMPANY in this AGREEMENT; provided that if the Company determines in good faith that such notice cannot be given thirty (30) days in advance because of the requirements of securities laws or related regulations, or any contractual, regulatory, or other similar types of obligations or prohibitions, such notice shall be given promptly after such prohibitions no longer apply. Such notice shall not operate to terminate any obligation set forth in this AGREEMENT.
14. In endorsing this document, the TOWN also authorizes the submittal of the related Amended TIF Plan and amended EOA application to the Massachusetts Office of Business Development and the EACC.
15. This AGREEMENT shall be binding upon all parties to it and, in addition, shall be binding upon and inure to the benefit of subsequent owners of the PROPERTY and to the successors and assigns of the COMPANY.
16. If any provision of this contract shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the contract shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this contract.

AGREED TO:

TOWN OF NEEDHAM
BY ITS BOARD OF SELECTMEN

TRIPADVISOR LLC

Daniel P. Matthews, Vice Chairman

By: _____
Name:
Title:

John A. Bulian, Clerk

Date

Maurice P. Handel

Matthew D. Borrelli

Date

NORMANDY, GAP-V DEVELOPMENT
NEEDHAM, LLC

By: _____
Name:
Title:
Date:

Exhibit G
(Host Community Agreements)

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into by and between the Town of Needham (the "TOWN"), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen (the "SELECTMEN"), and TripAdvisor LLC., a Massachusetts limited liability company with a principal place of business at 141 Needham Street, Newton, MA 02464 (the "COMPANY"),

This HCA represents the understanding between the TOWN and the COMPANY (the "PARTIES") with respect to the commitments arising from the planned development of a tract of land within the New England Business Center in the Town of Needham. The tract of land (the "PROPERTY") is shown as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013 and prepared by Tetra Tech. The development of the PROPERTY is the subject of a Tax Increment Financing Agreement (the "TIF AGREEMENT"), entered into contemporaneously with this HCA, intended to provide an exemption from a portion of the real property taxes owed to the TOWN for the improvements made in the planned development of the PROPERTY.

RECITALS

WHEREAS, the COMPANY plans to transfer its operations to a six story, 287,855 gross square foot office building located on the PROPERTY, said building together with associated improvements (collectively, the "PROJECT") to be constructed by the owner thereof with contribution from the COMPANY; and

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the property owner, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY; and

WHEREAS, pursuant to a vote of the members of the December 2012 Special Town Meeting, the TOWN entered into the TIF AGREEMENT, and pursuant to a vote of the members of the May 2013 Special Town Meeting, the TOWN amended the TIF AGREEMENT; and

WHEREAS, the TIF AGREEMENT is a 13-year incentive, commencing in the later of (a) Fiscal Year 2016 or (b) the Fiscal Year in which the PROJECT is placed into service (as evidenced by a certificate of occupancy), but in no event after Fiscal Year 2018, that provides for a percentage exemption from the real estate taxes applicable to incremental increase in the value of the PROPERTY due to the PROJECT, in exchange for a commitment by the COMPANY to: (1) create 250 permanent, full-time jobs on the PROPERTY; and (2) retain and relocate 450 permanent, full-time jobs to the PROPERTY; and

WHEREAS, the TOWN recognizes that this development will benefit the TOWN and its citizens through increased economic development, additional employment opportunities for residents and a strengthened local tax base; and

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the construction of the expanded and improved facilities on the PROPERTY, as well as their subsequent operation; and

WHEREAS, on April 2, 2013 the Town of Needham Planning Board approved the request of the property owner for a Major Project Special Permit for property located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, also shown on the Needham Town Assessor's Plan No. 300 as parcels 29, 15, 16 and 28, respectively (the "MPSP"), which includes the PROPERTY; and

WHEREAS, the PARTIES intend to enter this HCA as a means of memorializing their obligations with respect to the mitigation of these impacts, as well as their intention to collaborate to the fullest extent possible to insure that the proposed expansion and improvements occur efficiently;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as set forth herein.

1. The COMPANY shall use good faith efforts to provide or make available shuttle service between the PROJECT and public transportation stations during the hours of 7:00 a.m.-9:00 a.m. and 4:00-6:00 p.m. Mondays through Fridays, through utilization of the 128 Business Council Shuttle Service or other similarly constituted service.
2. The COMPANY and TOWN shall cooperate to formulate a system of locally focused internships and scholarships for Needham residents and students of the Needham Public Schools.
3. The PARTIES recognize that the COMPANY's plans in the future may include expansion and/or improvements of the facilities on the PROPERTY beyond what is the subject of this HCA and the associated TIF AGREEMENT. The COMPANY agrees that it shall not seek additional tax increment financing for any expansion involving the building referred to as "Building 2" in the MPSP.
4. The PARTIES respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
 - b. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding

pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

5. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the TOWN as follows:

Town Manager
Town of Needham
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492

with a copy to:

David S Tobin
Tobin & Grunebaum
55 William St
Wellesley, MA 02481

If to the COMPANY:

David Morris
Senior Corporate Counsel
TripAdvisor LLC
141 Needham Street
Newton, MA 02464

Each of the PARTIES shall have the right by notice to the other to designate additional persons to whom copies of notices must be sent, and to designate changes in address.

6. Failure by the COMPANY to perform its material obligations under any provision of this HCA beyond applicable notice and cure periods shall constitute a breach of the associated TIF AGREEMENT, following which the TOWN shall be entitled to pursue all remedies available to it pursuant to the TIF AGREEMENT. In addition, the TOWN shall be entitled to seek injunctive relief to cause the COMPANY to perform the COMPANY's obligations under this HCA. Such remedies shall be the TOWN's sole and exclusive remedies with respect to breaches by the COMPANY of its obligations under this HCA.
7. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect

to appropriate modifications to the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

8. Failure by COMPANY to perform any term or provision of this HCA shall not constitute a default under this HCA unless COMPANY fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the TOWN and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, if the COMPANY is exercising due diligence in the remedying of such default.
9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
10. Except for the TIF AGREEMENT, this HCA sets forth the entire agreement of the PARTIES with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA may be modified only in a written instrument signed by the SELECTMEN and COMPANY. This HCA shall be binding upon the PARTIES and their successors and assigns.

Executed under seal.

TRIPADVISOR LLC

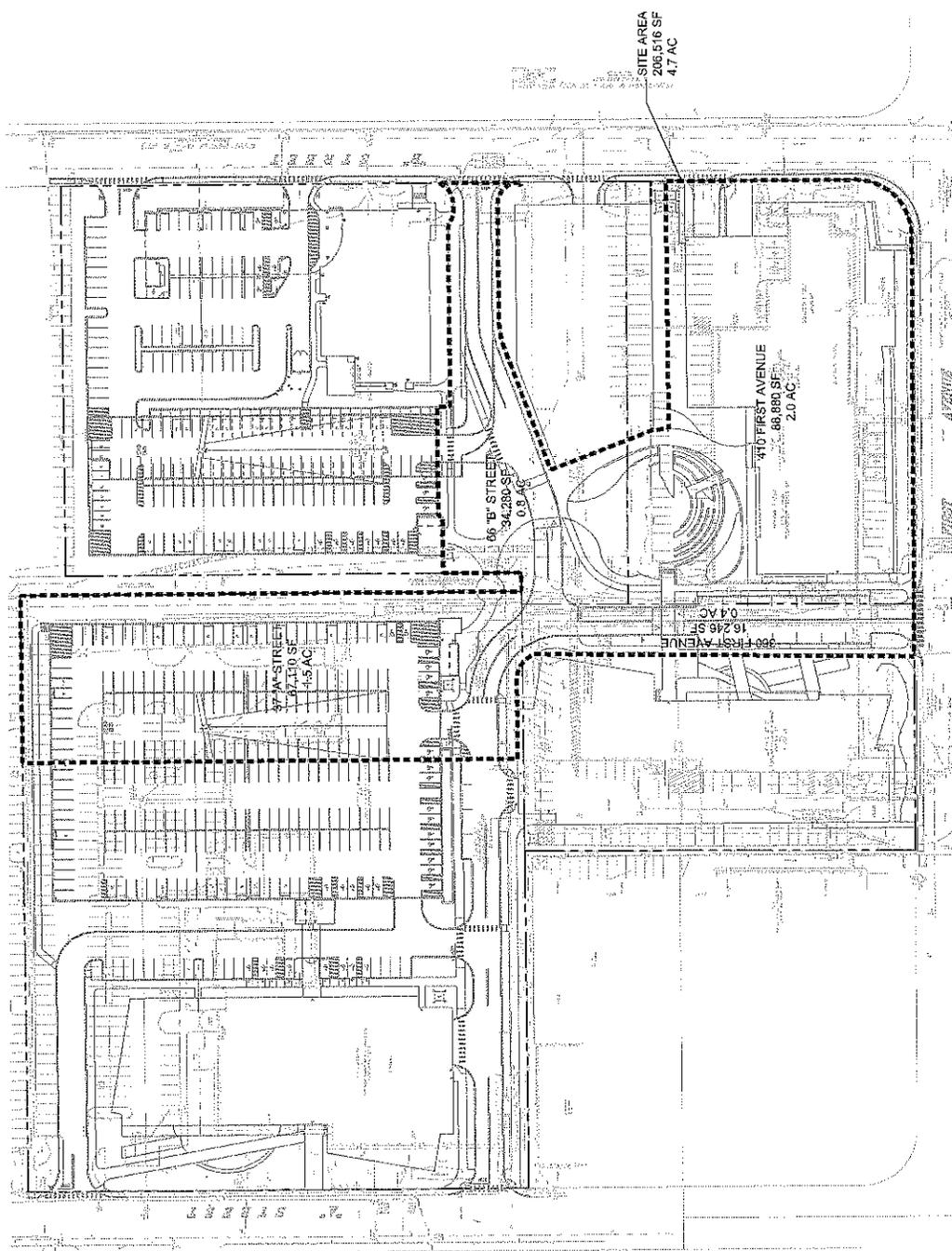
By: _____
Name:
Title:

TOWN OF NEEDHAM BOARD OF SELECTMEN

By: _____
Town Counsel as to Form

By: _____
Its Vice-Chair
Hereunto duly authorized

EXHIBIT A
EXPANSION PLAN
For
TRIPADVISOR



Project No.: 127-21127-2001
 Date: 03/05/13
 Designed By: SCV

Center 128
 Needham, MA
Exclusive Use Plan
 Building #3

TETRA TECH
 www.tetra-tech.com
 One Oak Street
 Framingham, Massachusetts 01701
 Phone: 508.503.2000 Fax: 508.902.2001

FIGURE
 1

Bar Measures 1 inch

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into by and between the Town of Needham (the "TOWN"), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen (the "SELECTMEN"), and Normandy Gap-V Development Needham, LLC c/o Normandy Real Estate Partners, LLC a private company, with a principal place of business at 53 Maple Avenue, Morristown, NJ 07960, or an affiliate/subsidiary or the nominee, successor or assignee thereof (the "PROPERTY OWNER").

This HCA represents the understanding between the TOWN and the PROPERTY OWNER (the "PARTIES") with respect to the commitments arising from the planned development of a tract of land within the New England Business Center in the Town of Needham. The tract of land (the "PROPERTY") is shown as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013 and prepared by Tetra Tech. The development of the PROPERTY is the subject of a Tax Increment Financing Agreement (the "TIF AGREEMENT"), entered into contemporaneously with this HCA, intended to provide an exemption from a portion of the real property taxes owed to the TOWN for the improvements made in the planned development of the PROPERTY.

RECITALS

WHEREAS, TripAdvisor LLC plans to transfer its operations to a six story, 287,855 gross square foot office building located on the PROPERTY, said building together with associated improvements (collectively, the "PROJECT") to be constructed by the PROPERTY OWNER with contribution from TripAdvisor LLC; and

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the PROPERTY OWNER, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY; and

WHEREAS, pursuant to a vote of the members of the December 2012 Special Town Meeting, the TOWN entered into the TIF AGREEMENT, and pursuant to a vote of the members of the May 2013 Special Town Meeting, the TOWN amended the TIF AGREEMENT; and

WHEREAS, the TIF AGREEMENT is a 13-year incentive, commencing in the later of (a) Fiscal Year 2016 or (b) the Fiscal Year in which the PROJECT is placed into service (as evidenced by a certificate of occupancy), but in no event after Fiscal Year 2018, that provides for a percentage exemption from the real estate taxes applicable to incremental increase in the value of the PROPERTY due to the PROJECT, in exchange for a commitment by TripAdvisor LLC to: (1) create 250 permanent, full-time jobs on the PROPERTY; and (2) retain and relocate 450 permanent, full-time jobs to the PROPERTY; and

WHEREAS, the TOWN recognizes that this development will benefit the TOWN and its citizens through increased economic development, additional employment opportunities for residents and a strengthened local tax base; and

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the construction of the expanded and improved facilities on the PROPERTY, as well as their subsequent operation; and

WHEREAS, on April 2, 2013 the Town of Needham Planning Board approved the request of the PROPERTY OWNER for a Major Project Special Permit for property located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, also shown on the Needham Town Assessor's Plan No. 300 as parcels 29, 15, 16 and 28, respectively (the "MPSP"), which includes the PROPERTY; and

WHEREAS, the PARTIES intend to enter this HCA as a means of memorializing their obligations with respect to the mitigation of these impacts, as well as their intention to collaborate to the fullest extent possible to insure that the proposed expansion and improvements occur efficiently;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as set forth herein.

1. The PROJECT shall be constructed to conform with the MPSP in size, layout, placement on the lot, materials, color, massing, and all other design features; provided, however, that any amendments made to the MPSP subsequent to the execution of the HCA shall not be construed to waive the requirements of this Section with respect to design features that significantly reduce the taxable value of the PROJECT.
2. The PROPERTY OWNER shall construct the PROJECT in a manner suitable for, and shall obtain, LEED Gold Certification pursuant to the U.S. Green Building Council LEED Certification standard.
3. The PROPERTY OWNER shall apply for all building permits necessary to complete the real estate improvements shown in Exhibit A no later than June 30, 2014. Thereafter, construction shall proceed forthwith and Certificates of Occupancy for all components of the real estate improvements shall be obtained no later than January 1, 2017, subject to *force majeure* (as defined in Section 7 below).
4. The PARTIES respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument

to which either is a party or by which either party may be bound or affected; and

b. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

5. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the TOWN as follows:

Town Manager
Town of Needham
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492

with a copy to:

David S Tobin
Tobin & Grunebaum
55 William St
Wellesley, MA 02481

If to the PROPERTY OWNER:

Normandy GAP-V Development Needham, LLC
c/o Normandy Real Estate Partners, LLC
99 Summer Street
Boston, MA 02109
Attention: Justin D. Krebs

With a copy to:
Normandy GAP-V Development Needham, LLC
c/o Greenfield Partners
50 North Water Street
South Norwalk, CT 06854
Attention: Bary P. Marcus

Each of the PARTIES shall have the right by notice to the other to designate additional persons to whom copies of notices must be sent, and to designate changes in address.

6. Failure by the PROPERTY OWNER to perform its material obligations under any provision of this HCA beyond applicable notice and cure periods shall constitute a breach of the associated TIF AGREEMENT and, in addition to any and all remedies that may be available to enforce this HCA directly, the TOWN shall be entitled to pursue all remedies available to it pursuant to the TIF AGREEMENT.
7. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
8. Failure by PROPERTY OWNER to perform any term or provision of this HCA shall not constitute a default under this HCA unless PROPERTY OWNER fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the TOWN and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, if PROPERTY OWNER is exercising due diligence in the remedying of such default.
9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
10. Except for the TIF AGREEMENT, this HCA sets forth the entire agreement of the PARTIES with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA may be modified only in a written instrument signed by the SELECTMEN and the PROPERTY OWNER. This HCA shall be binding upon the PARTIES and their successors and assigns.

Executed under seal.

TOWN OF NEEDHAM BOARD OF SELECTMEN

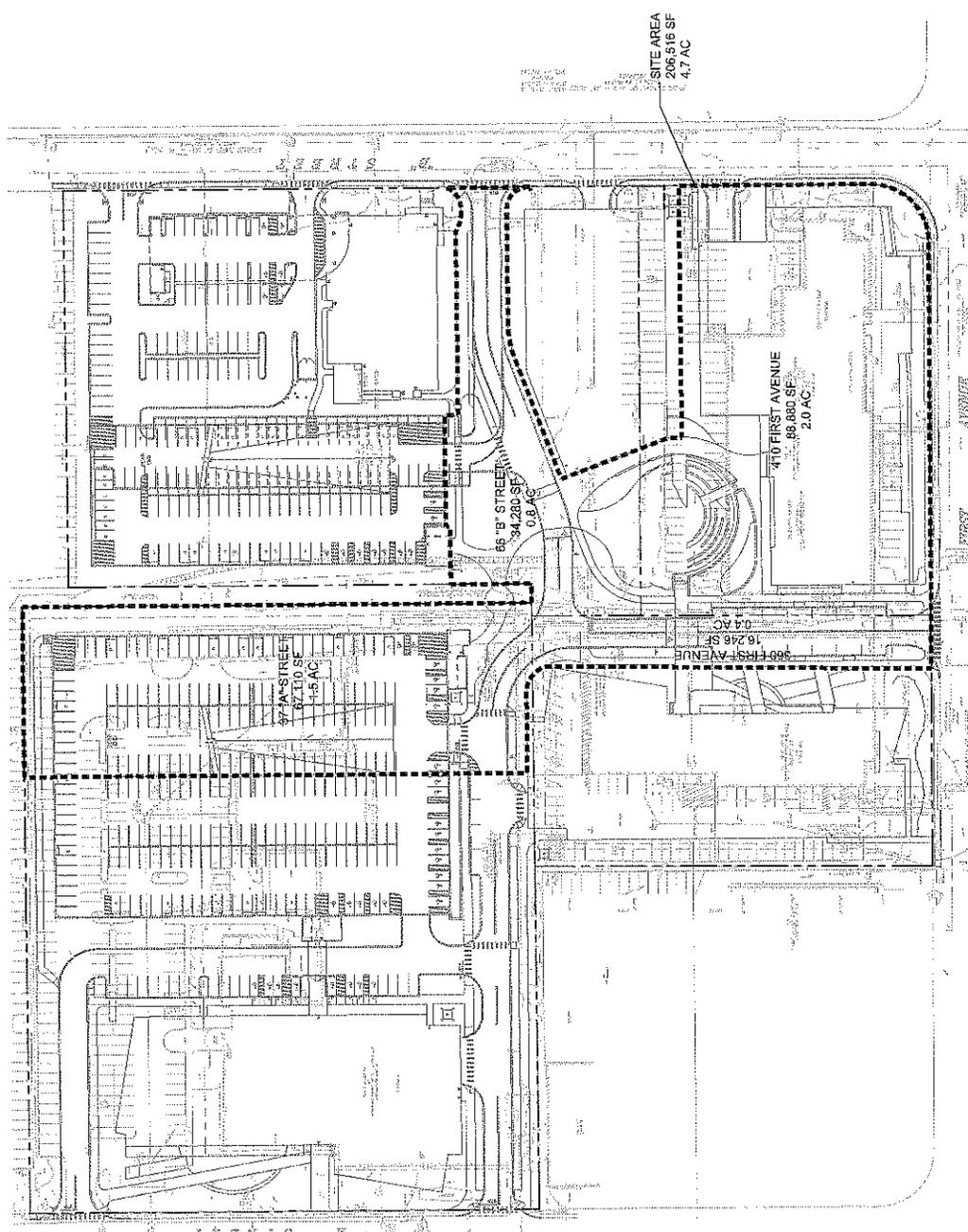
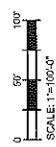
By: _____
Town Counsel as to Form

By: _____
Its Vice-Chair
Hereunto duly authorized

Normandy Gap-V Development Needham, LLC

By: _____
Name:
Title:

EXHIBIT A
EXPANSION PLAN
For
TRIPADVISOR



Project No.: 127-2127-1201
 Date: 03/05/13
 Designed By: SCV
 FIGURE
 1

Center 128
 Needham, MA
Exclusive Use Plan
 Building #3

TETRA TECH
 www.tetra-tech.com
 One Coast Street
 Framingham, Massachusetts 01701
 Phone: 508.583.2009 Fax: 508.583.2001

Bar Measures 1 Inch

The Massachusetts Economic Development Incentive Program

APPLICATION FOR DESIGNATION OF ECONOMIC OPPORTUNITY AREA(S)

PART A: Applicant Information

1. Please check one:

This is an application for designation of a new EOA within a previously approved ETA.

2. Community submitting this application:

Town of Needham

Name of proposed EOA(s): Amended Center 128

PART B: MANDATORY REQUIREMENTS FOR THE PROPOSED EOA

1. Location of Proposed EOA(s):

Provide a detailed map of each proposed EOA, indicating the existing streets, highways, waterways, natural boundaries, and other physical features, along with a legally binding written description of the EOA boundaries (with parcel numbers if appropriate).

A copy of the Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013 and prepared by Tetra Tech is attached. The Amended Center 128 EOA is the area delineated as 'Site Area'. It comprises portions of four separate lots shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29 with the respective street addresses of 410 First Avenue, 66 B Street, 37 A Street and 360 First Avenue, comprising approximately 4.7 acres.

2. Description of EOA(s):

Describe why each proposed EOA was chosen for designation. Include a brief, descriptive narrative of each area, which helps to explain the particular situations, issues, or reasons why EOA designation is requested.

The EOA is an underutilized property proposed to be used by TripAdvisor LLC (alternatively, "TripAdvisor" or the "Company") for a project as described below. The proposed project consists of the Company leasing an estimated 287,855 gross square feet of space that is intended for new construction within the new EOA. The project investment is estimated at \$135.2million including \$95.6 million for construction costs, \$12.4 million for land and related costs and \$17.5 million for leasehold improvements and \$9.7 million for personal property.

TripAdvisor expects to retain and relocate 450 permanent full-time jobs to Needham from its Newton offices and create 250 new net permanent full-time jobs. The proposed EOA has been targeted because it meets the definition of a "blighted open" area whereby the property is costly to redevelop by the ordinary operations of private enterprise. Factors that make the site eligible for EOA designation include expensive excavation, drainage, flood prevention measures, faulty platting, deterioration of site improvements, and inadequate transportation facilities.

3. **Basis for EOA Designation:** Check the applicable category or categories (see definitions in attachment at back of application) for each proposed EOA:

The area proposed for designation as an EOA is a "blighted open area."

The area proposed for designation as an EOA is a "decadent area."

The area proposed for designation as an EOA is a "substandard area."

The area proposed for designation as an EOA has experienced a plant closing or permanent layoffs resulting in a cumulative job loss of 2,000 or more full-time employees within the four years prior to the date of filing this application.

4. **Effective Time Period for EOA Designation:** How long do you propose to maintain the EOA designation? The EOA designation may remain in effect for a minimum of five (5) years and a maximum of twenty (20) years.

The Economic Opportunity Area designation will be effective for a period of thirteen (13) years commencing when the Project is placed in service.

5. **Local Criteria for Designation of EOAs:** Describe how each proposed EOA meets your criteria for designation of EOAs, as specified in your application for designation of the ETA.

The Town of Needham has identified the Amended Center 128 EOA as an area that is vacant and underutilized. The area meets the requirements for designation of an EOA as described in the application for Economic Target Area designation. Needham's application for ETA designation states that the Town intends to designate an EOA within the New England Business Center because it is close to regional transportation facilities and highway routes, has underutilized commercial land, and is home to many high-tech and life science-related businesses – therefore best suiting it to accept similar businesses.

Other criteria met by the proposed EOA include:

- **Encourage the expansion of existing or attraction of new high-technology firms.**
- **Facilitate reduction of commercial or industrial vacancies.**
- **Encourage the development/expansion of businesses which will improve the economic viability of other businesses within the proposed EOA.**
- **Encourage the use of public transportation.**

- **Promote the utilization and expansion of regional workforce skills.**

6. **Economic Development Goals:** Describe the economic development goals for each proposed EOA during the first five years of EOA designation.

The EOA addresses the following economic goals of the ETA.

- **Create a substantial enclave of innovative industry and research within the New England Business Center by building upon the many technological enterprises already in the Center.**
 - The development planned for the Amended Center 128 EOA will, together with the other development planned for the New England Business Center, create a “campus-like” character for the immediate vicinity. In addition, the Amended Center 128 EOA will create a “sense of address” for the surrounding properties, leading to increased visibility into the project and surrounding buildings. The Town believes that this will lead to further development as more technology firms opt to expand or relocate to the New England Business Center.
- **Identify high quality enterprises and actively encourage them to relocate to Needham.**
 - TripAdvisor is a world leader in travel planning, and the Company’s website attracts over 60 million monthly visitors.
- **Promote commercial/industrial/technical development that offers high-paying jobs for residents available to residents of both Needham and the region.**
 - The Company’s proposed plan includes the construction of an estimated 287,855 gross square foot facility planned for office and research and development space. The Company is proposing a state of the art facility which would be LEED-certified building. The Company expects to retain 450 permanent full-time positions and to create 250 new net permanent full-time positions, which would first be open to qualified residents of Needham, followed by residents in other locations of the Commonwealth.
- **Increase the use of public transit in connection with traveling to and from work by working with the local TMA, the Route 128 Business Council, which serves the local communities.**
 - Trip Advisor has an active transportation program to reduce traffic, as well as safety measures to reduce risk to commuters and visitors. The Company intends to participate in the Route 128 Business Council shuttle service to allow employees to commute more easily using the Needham Heights commuter rail station, supplementing the shuttle service as necessary to account for increased usage.
- **Grow the tax base further in order to cushion it from economic downturns.**
 - The proposed TripAdvisor project would generate significant new revenue to the town.

- **Have the ability to offer both state and local tax incentives to make such development attractive to quality companies.**
 - TripAdvisor is seeking state and local tax incentives. The proposed tax incentives would help offset project investment costs.
- **Support principles of smart growth, mixed use development and transit oriented development where appropriate.**

7. **Local Services:** Describe the manner and extent to which the municipality intends to provide for an increase in the efficiency of the delivery of local services within the proposed EOA(s) (i.e. streamlining permit application and approval procedures, increasing the level of services to meet new demand, changing management structure for service delivery).

The level of public utility services within the EOA is adequate to meet the needs of development in the proposed EOA.

The Planning Board is the Special Permit Granting Authority for large scale commercial developments. Findings and recommendation of police, fire and public works that fall within the purview of the permit are coordinated through the Planning Board. The Design Review Board also recommends to the Planning Board through this process.

The Town of Needham is analyzing various funding options through the Massachusetts Department of Transportation and the MassWorks Infrastructure Grant Program for traffic and roadway improvements.

8. **Compliance with Community Reinvestment Act:** Include a copy of a municipal plan or policy, if any exists, which links the municipality's choice of banking institutions to the bank's compliance with the requirements of the Community Reinvestment Act.

The Town does not currently have a policy.

9. **Project Approval:**

- (a) Identify the municipal official or group/board, which shall be authorized to review project proposals for and on behalf of the municipality.

The Town Manager, with the assistance but not limited to the Economic Development Director, Planning Director, Assistant Town Manager for Finance, Personnel Director and Town Counsel, will review project proposals for and on behalf of the municipality.

- (b) Indicate the standards and procedures for review of project proposals, including the application procedures, the timeframe for review and determination, and the criteria and process for approval of project proposals. If you intend to use supplemental application material (i.e. municipal cover letter with instructions, job commitment signoff sheet, supplemental questions to be required by the municipality, etc.), it must be mentioned here and must be approved by the Economic Assistance Coordinating Council (EACC). Please attach (if appropriate).

Businesses seeking EDIP incentives within the proposed EOA will be required to submit a proposal to the Town of Needham. Town staff shall negotiate an agreement with the proponent of the proposal for property tax relief and present to the Board of Selectmen for its recommendation to Town Meeting. Needham has a representative Town Meeting form of government, the Town Meeting will have final local approval of all projects. If the project is approved by Town Meeting, the application will be presented to the state's Economic Assistance Coordinating Council for final approval.

10. Intent of Businesses to Locate in EOA:

Identify the names and the nature of businesses, if any, that have indicated an intention to locate or expand in the proposed EOA(s). If possible, include letters of intent from the businesses, outlining the number of jobs that would likely be created and providing a timetable for development of the projects.

TripAdvisor, headquartered in Newton, Massachusetts, was founded in 2000. While planning a trip to the Caribbean with his wife, founder Stephen Kaufer recognized an unmet need for real-life reviews and candid photos from travelers instead of the generic and overused company descriptions. TripAdvisor was launched as an online forum for travelers and diners to search for and read the reviews of other users who had already visited prospective destinations. A year later, the company recognized the opportunity to offer online advertising for online travel agencies alongside it users' reviews.

TripAdvisor has since grown to become the world leader in travel planning. The Company offers the world's largest online travel site, providing its customers with a wide variety of planning features and booking tools to create the perfect trip, including hotel accommodations pricing and availability, vacation rentals, restaurants, and other vacation activities. TripAdvisor also offers users a tool to present various trip ideas based on their personal preferences. The Company offers mobile applications for smartphones and tablets, and the Company's travel website now attracts over 60 million monthly visitors.

TripAdvisor currently leases and occupies an estimated 116,000 square feet in Newton, Massachusetts. Due to an increased customer demand, TripAdvisor has realized a need for additional space. TripAdvisor has conducted a real estate site search in Massachusetts and has evaluated out-of-state and global options. The Company has identified a vacant property located at the New England Business Center in Needham, Massachusetts as a viable option. The Company plans to consolidate and relocate its operation to this proposed location.

The Company's proposed expansion plan consists of leasing an estimated 287,855 gross square feet of space that is intended for new construction. The expansion is expected to be used for office and research and development space. The property is planned to be designed with an upscale campus-style atmosphere and many on-site amenities for employees. The TripAdvisor buildings will be attractive and include an employee café and a fitness and wellness center. Under a lease arrangement, the land and construction costs would be paid for by the Property Owner. Leasehold improvements and personal property costs would be paid for by the Company, including furniture, fixtures, computers, and servers.

The project investment is estimated at \$135.2 million including \$95.6 million for construction costs, \$12.4 million for land and related costs and \$17.5 million for leasehold improvements and \$9.7 million for personal property.

The Company expects to retain and relocate 450 permanent full-time jobs to Needham from its Newton offices. The Company shall create 250 permanent full-time positions. These jobs are a blend of talent and skills, including Administration, Sales & Marketing, Customer Service, IT, and Engineering.

Should the project proceed, construction is expected to commence in the 2nd quarter of 2013 with occupancy expected to be completed by early 2015.

PART C: SPECIAL REQUIREMENTS FOR LARGE MUNICIPALITIES

This section must be completed by any municipality or member of a regional ETA with a population that exceeds fifty thousand (50,000) people. The population threshold should be calculated based on the most recent statistics available from the U.S. Bureau of the Census.

N/A

PART D: COMMITMENT TO PROVIDE LOCAL PROPERTY TAX RELIEF

The municipality completing this application must provide a **binding written offer** to provide either tax increment financing or a special tax assessment to each certified project located within the proposed EOA(s).

Please attach a copy of the municipality's binding written offer.

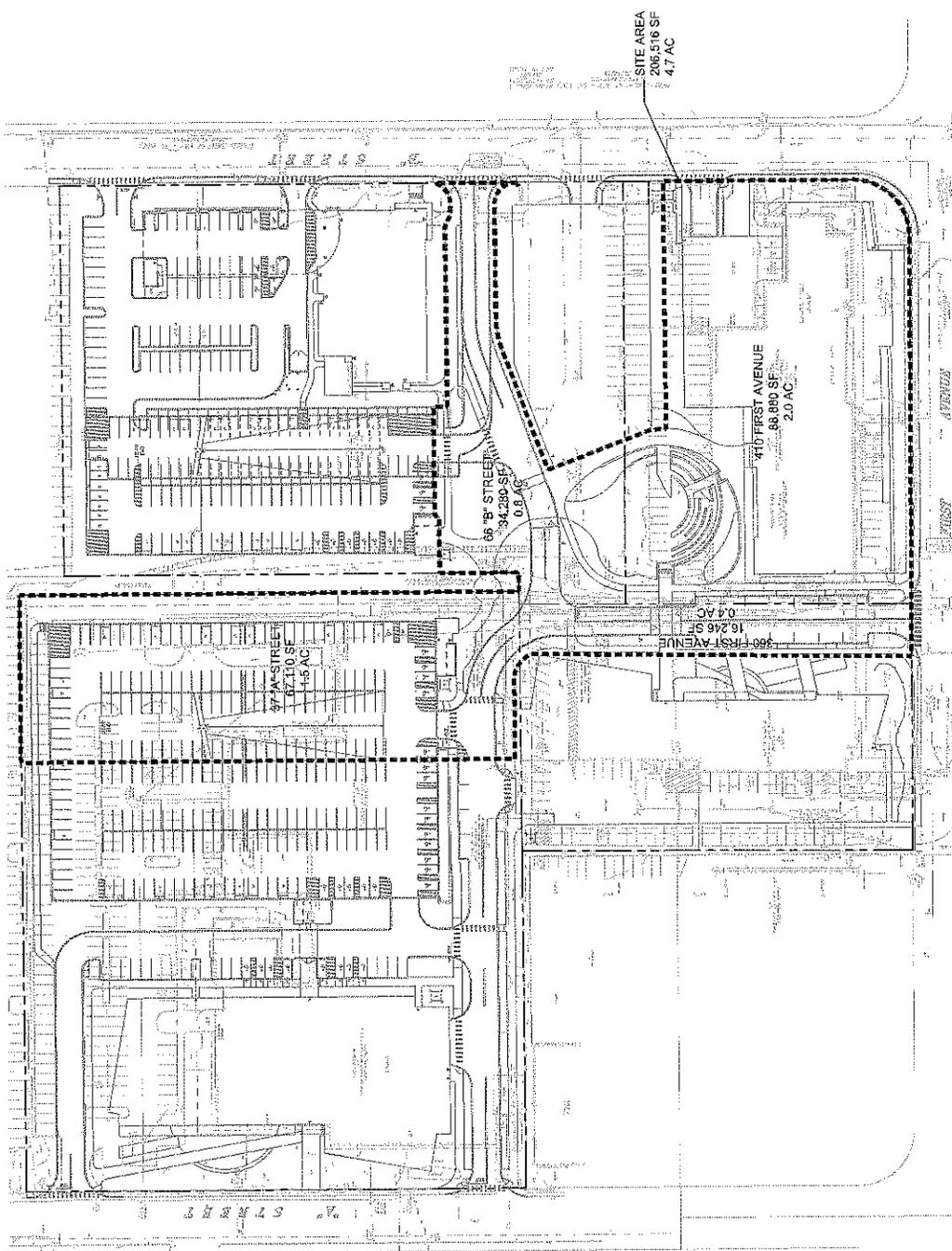
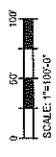
- In cities, this shall be in the form of a City Council Order or Resolution, along with a Certified Vote by the City Clerk.
- In towns with Town Meeting form of government, this shall be in the form of a Town Meeting Motion, along with a Certified Vote by the Town Clerk.
- In towns with Town Council form of government, this shall be in the form of a Town Council Order or Resolution, along with a Certified Vote by the Town Clerk.

The Town of Needham has offered a binding TIF Agreement to the Company. A copy of the TIF Plan and Agreement, as amended in April 2013 are attached hereto.

The Town of Needham Town Meeting voted on May 13, 2013 to approve the TIF Plan and Agreement, as amended. Copies of the motion and a certified vote are attached hereto.

ATTACHMENT

Plan Showing Location of EOA



Project No.:	127-21127-2001
Date:	03/25/13
Designed By:	SCY
FIGURE	1

Center 128
Needham, MA
Exclusive Use Plan
Building #3



www.tetra.tech.com
One Oval Street
Framingham, Massachusetts 01701
Phone: 508.533.2000 Fax: 508.592.2801

5/2/13

Bar Measures 1 inch

ATTACHMENT
TIF AGREEMENT
TIF PLAN
TOWN MEETING MOTION & CERTIFIED VOTE

**AMENDED TAX INCREMENT FINANCING AGREEMENT
BY AND BETWEEN
THE TOWN OF NEEDHAM,
TRIPADVISOR LLC and
NORMANDY GAP-V DEVELOPMENT NEEDHAM, LLC**

This AGREEMENT is made this ____ day of April, 2013 by and between the TOWN OF NEEDHAM, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at Town Hall, 1471 Highland Avenue, Needham, MA 02492 (the "TOWN") and TRIPADVISOR LLC, a Massachusetts limited liability company with a principal place of business at 141 Needham Street, Newton, MA 02464 (the "COMPANY"), duly authorized to do business in Massachusetts, and NORMANDY, GAP-V DEVELOPMENT NEEDHAM, LLC, a Delaware limited liability company, with a principal place of business at 53 Maple Avenue, Morristown, NJ 07960 or an affiliate/subsidiary or the nominee, successor or assignee thereof (the "PROPERTY OWNER").

PRELIMINARY STATEMENTS

WHEREAS, the PROPERTY OWNER owns approximately 13.68 acres of real estate, consolidating four previously separate parcels, shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29, with the respective street addresses of 410 First Avenue, 66 B Street, 37 A Street and 360 First Avenue;

WHEREAS, the PROPERTY OWNER and COMPANY intend to develop a portion of that real estate, comprising the area delineated as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013, prepared by Tetra Tech, and consisting of approximately 206,516 square feet of land located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street (hereinafter the "PROPERTY");

WHEREAS, the PROPERTY is to be developed with an approximately 287,855 gross square-foot office building, together with associated improvements (collectively, the "PROJECT");

WHEREAS, the PROPERTY OWNER intends to lease an approximately 287,855 gross square feet of the PROJECT to the COMPANY;

WHEREAS, the PROPERTY is located within the boundaries of the Needham Economic Target Area (the "ETA") as designated by the Massachusetts Economic Assistance Coordinating Council (the "EACC") pursuant to Chapter 23A, Section 3D(a)(ii)(J) of the General Laws;

WHEREAS, the PROPERTY is located within and occupies the entire Center 128 Economic Opportunity Area (the "EOA"), and will be located within and occupy the entire Amended Center 128 Economic Opportunity Area which is the subject of an application to amend the EOA from the TOWN to be submitted to the EACC, pursuant to Chapter 23A, Section 3E of the General Laws;

WHEREAS, through the PROJECT, the COMPANY is expected to create 250 new, permanent, full-time jobs (collectively, "NEW JOBS"), and retain and relocate 450 permanent full-time jobs from its Newton offices to the PROJECT ("JOBS RELOCATED");

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the PROPERTY OWNER, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY;

WHEREAS, the Town, the COMPANY and the PROPERTY OWNER entered into a Tax Increment Financing Agreement on November 14, 2012 (the "Original TIF Agreement"), pursuant to which the COMPANY and the PROPERTY OWNER received a Tax Increment Financing Exemption from the TOWN, in accordance with the Massachusetts Economic Development Incentive Program and Chapters 23A, 40 and 59 of the General Laws;

WHEREAS, the TOWN, the COMPANY and the PROPERTY OWNER desire to amend the Original TIF Agreement to allow for a reconfiguration of the office building on the PROPERTY while still allowing the PROJECT to take full advantage of the exemptions in the Original TIF Agreement;

WHEREAS, the TOWN strongly supports increased economic development in the TOWN, to expand commercial and industrial activity within the TOWN, and to develop a healthy economy and stronger tax base;

WHEREAS, the COMPANY has received status as a Certified Project pursuant to Chapter 23A, Section 3F of the General Laws and intends to apply to amend its status as necessary to reflect the reconfiguration of the office building;

WHEREAS, the PROJECT furthers the economic development goals and the criteria established for the ETA and EOA; and

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, each to the other paid, the receipt of which is hereby acknowledged, the parties hereby agree to amend the Original TIF Agreement as follows:

1. The Board of Selectmen of the Town of Needham will execute this amended AGREEMENT on behalf of the TOWN. This execution is subject to ratification by the Town Meeting. Should the Town Meeting fail to ratify this AGREEMENT, it will not be binding on any of the parties and the terms of the Original TIF Agreement shall remain in full force and effect.
2. This is a thirteen (13) year incentive, to commence in the later of (a) Fiscal Year 2016 (begins July 1, 2015) or (b) the first Fiscal Year in which the Project is placed in service (as evidenced by a certificate of occupancy) and

ending thirteen full Fiscal Years thereafter (i.e., in Fiscal Year 2028 (ends June 30, 2028) if the commencement is Fiscal Year 2016), which shall include any real estate development associated with the PROJECT. In no event shall such incentive commence subsequent to Fiscal Year 2018. The COMPANY and the PROPERTY OWNER agree that development will be considered to be part of the PROJECT only if the building permits for the building envelope have been applied for on or before June 30, 2014. The COMPANY reaffirms that it will not seek additional tax increment financing for any expansion involving the building referred to as "Building 2" in the Major Project Special Permit dated April 2, 2013.

3. The Tax Increment Financing Exemption formula for the PROPERTY shall be calculated as prescribed by Chapter 23A, Section 3E; Chapter 40, Section 59 and Chapter 59, Section 5, Clause 51st of the General Laws. The Tax Increment Financing Exemption formula shall apply to the incremental difference in the assessed valuation of the PROPERTY created by the PROJECT, excluding parking, landscaping and accessory facilities associated therewith (the "REAL ESTATE INCREMENT").
 - a. The parties hereby agree that the base valuation for the PROPERTY is the value used for the calculation of property taxes owed in Fiscal Year 2013. The parties agree that, for the purposes of calculating the base valuation, the PROPERTY shall be valued at \$44.80 per square foot. This is the same rate as utilized to calculate the base valuation set forth in the Original TIF Agreement. For a PROPERTY area of 206,516 square feet, this calculation would result in a base valuation of \$9,251,916.80.
 - b. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the General Laws.
 - c. The REAL ESTATE INCREMENT created by the PROJECT is the amount eligible for exemption from real estate taxation.
 - d. Specifically, except as otherwise provided below, this AGREEMENT calls for an exemption from real estate taxation on the REAL ESTATE INCREMENT, commencing on the date described in Section 2 above according to the following TIF SCHEDULE:

Year 1	76%
Year 2	76%
Year 3	76%
Year 4	76%
Year 5	76%
Year 6	1%
Year 7	1%
Year 8	1%

Year 9	1%
Year 10	1%
Year 11	1%
Year 12	1%
Year 13	1%

- e. The parties agree that there shall be no exemption from taxes on personal property pursuant to this AGREEMENT.
4. The TOWN is granting the Tax Increment Financing Exemption in consideration of the COMPANY'S commitment to:
- a. Create a minimum of 250 NEW JOBS within five (5) years after the commencement described in Section 2 above. The COMPANY shall consider in its hiring of new employees, subject to applicable law and assuming equal qualification, the hiring of qualified residents of the TOWN. For the purposes of this AGREEMENT, a NEW JOB shall be newly created in the Commonwealth. In order to facilitate such employment, the COMPANY shall advertise in the local newspapers and online encouraging such residents to apply for employment with the COMPANY any time advertisements are otherwise placed by the COMPANY for employment at the facility. The COMPANY, however, will retain all authority regarding hiring decisions and recruitment activities;
 - b. Retain 450 jobs to be located at the PROJECT.
 - c. Retain jobs as necessary to maintain a total number of employees at the PROJECT equal to the sum of the JOBS RELOCATED and the NEW JOBS created in the prior calendar years ("JOBS RETAINED").
 - d. Invest \$17.5 million for leasehold improvements and \$9.7 million for personal property as part of the PROJECT. It is anticipated that the PROPERTY OWNER will invest \$95.6 million for construction costs and \$12.4 million for land and related costs in connection with the PROJECT, for an aggregate total anticipated PROJECT investment of approximately \$135.2 million; and
 - e. Subject to applicable law and assuming equal qualification, to explore opportunities to hire qualified local contractors, vendors and suppliers, in connection with the construction and operation of the PROJECT. The COMPANY, however, will retain all authority regarding the hiring of contractors, vendors and suppliers.
5. The COMPANY commits to implement the job creation according to the following schedule. For the purposes of this section, the "First Calendar Year" is the year in which the certificate of occupancy is issued, the "Second Calendar Year" is the next year, and so on.:

On or before December 31 of the First Calendar Year	50 NEW JOBS created at the PROJECT. 450 JOBS RELOCATED to the PROPERTY.
On or before December 31 of the Second Calendar Year	50 NEW JOBS created at the PROJECT. 500 JOBS RETAINED at the PROJECT.
On or before December 31 of the Third Calendar Year	50 NEW JOBS created at the PROJECT. 550 JOBS RETAINED at the PROJECT.
On or before December 31 of the Fourth Calendar Year	50 NEW JOBS created at the PROJECT. 600 JOBS RETAINED at the PROJECT.
On or before December 31 of the Fifth Calendar Year	50 NEW JOBS created at the PROJECT. 650 JOBS RETAINED at the PROJECT.

The COMPANY commits to retain at least 700 jobs at the PROJECT for the remainder of the term of the AGREEMENT.

6. The COMPANY agrees to submit annual reports on job creation, retention and new investment to the State Economic Assistance Coordinating Council and TOWN Board of Assessors on or before January 30 of each year for the duration of the Tax Increment Financing Exemption. These reports shall include:
 - a. The number of NEW JOBS created at the PROJECT, the number of JOBS RETAINED at the PROJECT, and the number of people hired from within the ETA for the annual time period ending December 31 and on a cumulative basis; and
7. Should the COMPANY fail to submit a required annual report, or should the annual report indicate that the COMPANY has failed to meet its scheduled target for EXISTING JOBS and NEW JOBS, the exemption from real property taxation shall be zero percent (0%) for the subsequent fiscal year.
8. The PROPERTY OWNER shall pass on all real estate tax savings resulting from this AGREEMENT to the COMPANY.
9. Neither the COMPANY nor the PROPERTY OWNER will seek a real estate tax abatement for the PROJECT, or any portion thereof, with respect to any fiscal year covered by this AGREEMENT.

10. Should the COMPANY be in default of this AGREEMENT, the TOWN, acting through its Board of Selectmen, may, at its sole discretion, after providing the notice and the opportunity to the COMPANY and to the PROPERTY OWNER to cure described below in this Section 10, notify the EACC and/or take action to request decertification of the project by the EACC. Prior to any decertification proceeding, however, the COMPANY shall have the opportunity to cure, correct or remedy its default. Upon receiving written notice of such a default from the TOWN (with a copy to the PROPERTY OWNER), the COMPANY shall have thirty (30) days to commence to cure, correct or remedy such failure or default, and shall complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, provided that the COMPANY exercises due diligence in the remedying of such default. Should the COMPANY opt not to cure the default, the COMPANY agrees that it will not oppose request for decertification by the Town based upon such default. In any event, in addition to the COMPANY's right to cure such default, the PROPERTY OWNER shall have the right (but not the obligation) to commence to cure, correct or remedy such failure or default within thirty (30) days of receiving the aforementioned written notice from the TOWN. Should the PROPERTY OWNER elect to exercise its right to cure under this Section, it shall give notice to the TOWN and to the COMPANY of its intention to do so, and shall complete such cure, correction or remedy within one hundred and twenty (120) days of the receipt of the aforementioned written notice from the TOWN, or, with respect to defaults that cannot be remedied within such one hundred and twenty (120) day period, within such additional time as is required to reasonably remedy such default, provided that the PROPERTY OWNER exercises due diligence in the remedying of such default.
11. This AGREEMENT is being executed simultaneously with two Host Community Agreements, as amended, one between the TOWN and the PROPERTY OWNER (the "PROPERTY OWNER HCA") and one between the TOWN and the COMPANY (the "COMPANY HCA"). Application of the tax exemptions in this AGREEMENT shall be contingent upon the COMPANY and the PROPERTY OWNER undertaking all actions as are required in the COMPANY HCA and PROPERTY OWNER HCA, as amended, respectively, prior to the expiration of any notice and cure periods. Any default by the COMPANY or PROPERTY OWNER that continues beyond the expiration of any applicable notice and cure periods under the terms of the HCA, as amended, shall be deemed to be a default of this AGREEMENT as well.
12. If and to the extent that either party is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this AGREEMENT, the term force majeure shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected

party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

13. The COMPANY shall give written notice to the TOWN at least thirty (30) days prior to any relocation of operations from the PROPERTY, or of any transfer of its leasehold on the PROPERTY or its business to any entity other than designated as the COMPANY in this AGREEMENT; provided that if the Company determines in good faith that such notice cannot be given thirty (30) days in advance because of the requirements of securities laws or related regulations, or any contractual, regulatory, or other similar types of obligations or prohibitions, such notice shall be given promptly after such prohibitions no longer apply. Such notice shall not operate to terminate any obligation set forth in this AGREEMENT.
14. In endorsing this document, the TOWN also authorizes the submittal of the related Amended TIF Plan and amended EOA application to the Massachusetts Office of Business Development and the EACC.
15. This AGREEMENT shall be binding upon all parties to it and, in addition, shall be binding upon and inure to the benefit of subsequent owners of the PROPERTY and to the successors and assigns of the COMPANY.
16. If any provision of this contract shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the contract shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this contract.

AGREED TO:

TOWN OF NEEDHAM
BY ITS BOARD OF SELECTMEN

TRIPADVISOR LLC

Daniel P. Matthews, Vice Chairman

By: _____
Name:
Title:

John A. Bulian, Clerk

Date

Maurice P. Handel

Matthew D. Borrelli

Date

NORMANDY, GAP-V DEVELOPMENT
NEEDHAM, LLC

By: _____
Name:
Title:
Date:

AMENDED TAX INCREMENT FINANCING PLAN and ZONE

TOWN OF NEEDHAM

&

TRIPADVISOR LLC.

&

NORMANDY GAP-V DEVELOPMENT NEEDHAM, LLC

360 First Avenue, 410 First Avenue, 37 A Street and 66 B Street

Town of Needham
Town Hall
1471 Highland Avenue
Needham, Massachusetts 02492

Introduction

TripAdvisor is an online travel research company, empowering users to plan and enjoy the ideal trip. TripAdvisor's travel research platform aggregates reviews and opinions of members about destinations, accommodations (including hotels, B&Bs, specialty lodging and vacation rentals), restaurants and activities throughout the world through its flagship TripAdvisor brand.

Currently based in Newton, Massachusetts, TripAdvisor is planning to consolidate its operations and relocate to newly constructed office space located in the New England Business Center in the Town of Needham, Massachusetts. The company plans to move its principal executive offices to a new six-story office building, with a floor area of approximately 287,855 gross square feet, as well as an accompanying parking structure, to be constructed by the owner of the property in question, Normandy GAP-V Development Needham, LLC (the "Property Owner") with contribution from TripAdvisor. The property will be designed with an upscale campus-style atmosphere and many on-site amenities for employees. The TripAdvisor buildings will be attractive and include an employee café and a fitness and wellness center. The building will be completed in 2015, with the relocation to commence soon after that.

Under a lease arrangement, the Property Owner would pay for the land and construction costs. Leasehold improvements and personal property costs would be paid for by the Company, including furniture, fixtures, computers, and servers. The project investment is estimated at \$135.2 million, including \$95.6 million for construction costs, \$12.4 million for land and related costs, \$17.5 million for leasehold improvements, and \$9.7 million for personal property.

TripAdvisor intends to retain and relocate its 450 employees to Needham from its Newton offices, and then expand its operations by hiring an additional 250 full-time employees in the five years following the relocation.

The land to be used for the project is within the New England Business Center Zoning District in the Town of Needham, Massachusetts. Specifically, it includes portions of four separate lots shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29 with the respective street addresses of 410 First Avenue, 66 B Street, 37 A Street and 360 First Avenue. All of the land is under the control of the Property Owner, and is subject to a Major Site Plan Special Permit granted by the Needham Planning Board on April 2, 2013. The Property Owner will hold the buildings under a condominium form of ownership, and TripAdvisor will lease the space it needs from the Property Owner.

In order to reduce certain costs of the proposed investments, TripAdvisor has requested and received local approval for an amended Tax Increment Financing Agreement (the "Amended TIF Agreement") between TripAdvisor, the Property Owner and the Town, whereby the Property Owner will receive certain reductions in real estate tax and these savings will be passed on to TripAdvisor to make its expansion and improvements more cost-effective. In addition, the Town has executed Host Community Agreements with both TripAdvisor and the Property

Owner to memorialize each party's obligations and commitment to mitigating the impacts of this proposed development, and has subsequently amended those Host Community Agreements to align them with this Amended TIF Plan. The details of the Amended TIF Agreement and Host Community Agreements are described below. TripAdvisor's eligibility for the tax increment exemption will commence on the later of July 1, 2016 or the first day of the Fiscal Year in which the Project is placed in service or as soon thereafter as the TIF Plan is approved by the EACC, whichever is latest, but shall in no event commence subsequent to Fiscal Year 2018.

I. Location

a. Needham Economic Target Area

The EACC has approved the establishment of the Center 128 Economic Opportunity Area (the "EOA") and a Tax Increment Financing Zone (the "TIF Zone") within the Needham Economic Target Area (the "ETA"). The EOA consisted of approximately 3.5 acres of land located at portions of 410 First Avenue and 66 B Street, specifically delineated as "Site Area" on a Plan entitled "Exclusive Use Plan – Building #3," dated September 21, 2012 and prepared by Tetra Tech. The Town of Needham proposes to amend the EOA and the TIF Zone so as to consist of approximately 4.7 acres of land located at portions of 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, and collectively delineated as "Site Area" on a Plan entitled "Exclusive Use Plan - Building #3," dated March 5, 2013 and prepared by Tetra Tech. A copy of that plan is attached as Exhibit A.

b. Municipality

Town of Needham, Norfolk County, Massachusetts

c. TIF Zone

i. Location and Map

The amended TIF Zone is contiguous with the Amended Center 128 EOA, as described above.

ii. Legal Description

A legal description of the amended EOA and the corresponding amended TIF Zone is attached as Exhibit B.

iii. Potential TIF Zone Issues

There are no new TIF Zone issues raised by the proposed amendment. The TIF Zone is located in close proximity to Route 128/I-95 and is a site that can easily accommodate the planned expansion. It also offers excellent access to regional commuter rail and MBTA rapid transit. The Company plans to participate in the

128 Business Council shuttle service or another similarly constituted service, allowing employees to commute using the commuter rail stop in the Needham Town Center.

iv. Property Owners within the proposed Zone

The parcel in question is owned by Normandy GAP-V Development Needham, LLC.

II. Duration of TIF Zone and Plan

There are no proposed changes to the duration of the TIF Zone and Plan. The duration of the amended TIF Zone and Amended TIF Plan will be for a period of thirteen years (Fiscal Years 2016 through 2028). TripAdvisor has agreed to yearly commitments of job retention and creation, and will submit annual reports detailing how it has met these commitments as well as its commitment to invest in improving and expanding its facilities within the TIF Zone. If these commitments are not met, or if TripAdvisor fails to submit a required annual report, it will be ineligible for any exemption from real property taxation for the subsequent fiscal year. TripAdvisor's eligibility for the tax increment exemption will commence on the later of July 1, 2016 or the first day of the Fiscal Year in which the Project is placed in service or as soon thereafter as the Amended TIF Plan is approved by the EACC, whichever is latest, but shall in no event commence subsequent to Fiscal Year 2018.

III. TIF Zone and Economic Development

a. New Economic Development Opportunity

There are no changes to the new economic development opportunity as a result of the proposed amendment. TripAdvisor, together with the Property Owner, intends to invest approximately \$135.2 million in real estate and personal property improvements to the amended TIF Zone over the life of the Amended TIF Plan. TripAdvisor intends to create 250 New permanent full-time Jobs within the amended TIF Zone, while also retaining and relocating its 450 jobs to the amended TIF Zone from its Newton offices.

b. Net Economic Benefit to Needham

There is no change to the benefits accruing to Needham as a result of the proposed amendment. The benefits of TripAdvisor's expansion and investments in workforce, real estate and equipment that will accrue to the Town and the Commonwealth of Massachusetts are considerable.

These benefits include:

- attraction of new high-technology firms to Needham;
- growth of the local and statewide economy;

- net growth in the local commercial property and state income tax base;
- increased wages and family income and decreased unemployment in Needham and the surrounding area;
- reduction of Needham’s commercial vacancy rate;
- an economic ripple effect resulting from the introduction of new jobs and personal income into the local and state economy; and
- increased prominence and prestige in the global marketplace due to the affirmative decision of an international company to move a major division to the Town.

Revenue projections made by the Town suggest that the planned improvements will lead to a net increase in commercial taxes of almost \$4.347 million over the lifespan of the amended TIF Zone, net of the incremental exemption proposed in the Amended TIF Agreement.

c. Analysis of Proposed and Potential Land Uses and Zoning

The amended TIF Zone is located in the New England Business Center Zoning District under the Town of Needham’s Zoning Bylaws. TripAdvisor’s proposed investments will conform with the intent of that zoning district.

IV. TIF Zone Project

a. The TripAdvisor building is the only project envisioned for the amended TIF Zone. It will consist of a new six-story office building, with a floor area of approximately 287,855 gross square feet building, as well as an accompanying parking structure and associated improvements.

b. Evidence of TripAdvisor’s Commitment

TripAdvisor has committed to contributing approximately \$27.2 million towards real estate and personal property investments at the property.

c. TripAdvisor has committed to implement the following schedule of job creation, relocation and retention. For the purposes of this section, the “First Calendar Year” is the year in which the certificate of occupancy is issued, the “Second Calendar Year” is the next year, and so on.

On or before December 31 of the First Calendar Year	50 new jobs created at the project. 450 Jobs relocated to the property.
On or before December 31 of the Second Calendar Year	500 existing jobs retained and 50 new jobs created.
On or before December 31 of the	550 existing jobs retained and 50

Third Calendar Year	new jobs created.
On or before December 31 of the Fourth Calendar Year	600 existing jobs retained and 50 new jobs created.
On or before December 31 of the Fifth Calendar Year	650 existing jobs retained and 50 new jobs created.

TripAdvisor further commits to retain at least 700 existing jobs for the remainder of the term of the duration of the TIF Zone.

d. Estimated Tax Revenues Based on Increased Valuation

The estimated tax revenues, after the TIF Agreement exemption, are set forth on the chart attached hereto as Exhibit C.

- e. Financing for the TripAdvisor project is in place. It will come from self-financed, private sources.
- f. No other projects, public or private, are anticipated for the amended TIF Zone.

V. Tax Increment Financing

a. Authorization to Use TIF Financing

A resolution setting forth the amended TIF Agreement, which has been approved by the Needham Board of Selectmen, and ratified by Town Meeting, pursuant to *M.G.L. c. 40, §59* and *M.G.L. c. 59, §5*, is attached hereto as Exhibit D.

b. TIF Exemption from Property Taxes

The Town shall grant a Tax Increment Financing exemption to TripAdvisor, in accordance with *M.G.L. c. 40, §59*, *M.G.L. c. 59, §5*, *M.G.L. c. 23A, §3*, for real estate improvements made to the property within the Center 128 EOA, as amended. The base valuation for determining assessed value of the property is the value used for the calculation of property taxes owed in Fiscal Year 2013, and the parties have agreed that, for purposes of calculating the base valuation, the property shall be valued at a rate of \$44.80 per square foot. This is the same rate as utilized to calculate the base valuation set forth in the Original TIF Agreement. For a property area of 206,516 square feet, this would result in a base valuation of \$9,251,916.80. The base value shall be adjusted annually pursuant to *M.G.L. c. 40, §59*, as may be subsequently amended. The exemption shall be valid for the thirteen years of the TIF Agreement.

The proposed Amended TIF Agreement calls for an exemption from real estate taxation on the REAL ESTATE INCREMENT, according to the following TIF SCHEDULE:

Year 1	76%
Year 2	76%
Year 3	76%
Year 4	76%
Year 5	76%
Year 6	1%
Year 7	1%
Year 8	1%
Year 9	1%
Year 10	1%
Year 11	1%
Year 12	1%
Year 13	1%

VI. Approval of the TIF Project

a. Approval Process

The approval process complies with the relevant statutory provisions governing the approval of Tax Increment Financing Agreements, as cited elsewhere in this application.

The Needham Board of Selectmen approved the terms of the Amended TIF Agreement, Amended TIF Plan and Zone, and amended EOA Application on April 23, 2013.

The Needham Special Town Meeting ratified the vote of the Board of Selectmen to enter into an amended Tax Increment Financing Agreement between the Town, the Property Owner and TripAdvisor on May 13, 2013.

b. Persons authorized to execute the Amended TIF Agreement with TripAdvisor and the Property Owner

The Town's Board of Selectmen is authorized to execute the Amended TIF Agreement, subject to ratification by vote of the Town Meeting on May 13, 2013.

c. Evidence of Local Approval

Attached as Exhibit E is the certified vote from the Special Town Meeting of May 13, 2013, ratifying the vote of the Board of Selectmen to enter into the Amended TIF Agreement with TripAdvisor and the Property Owner.

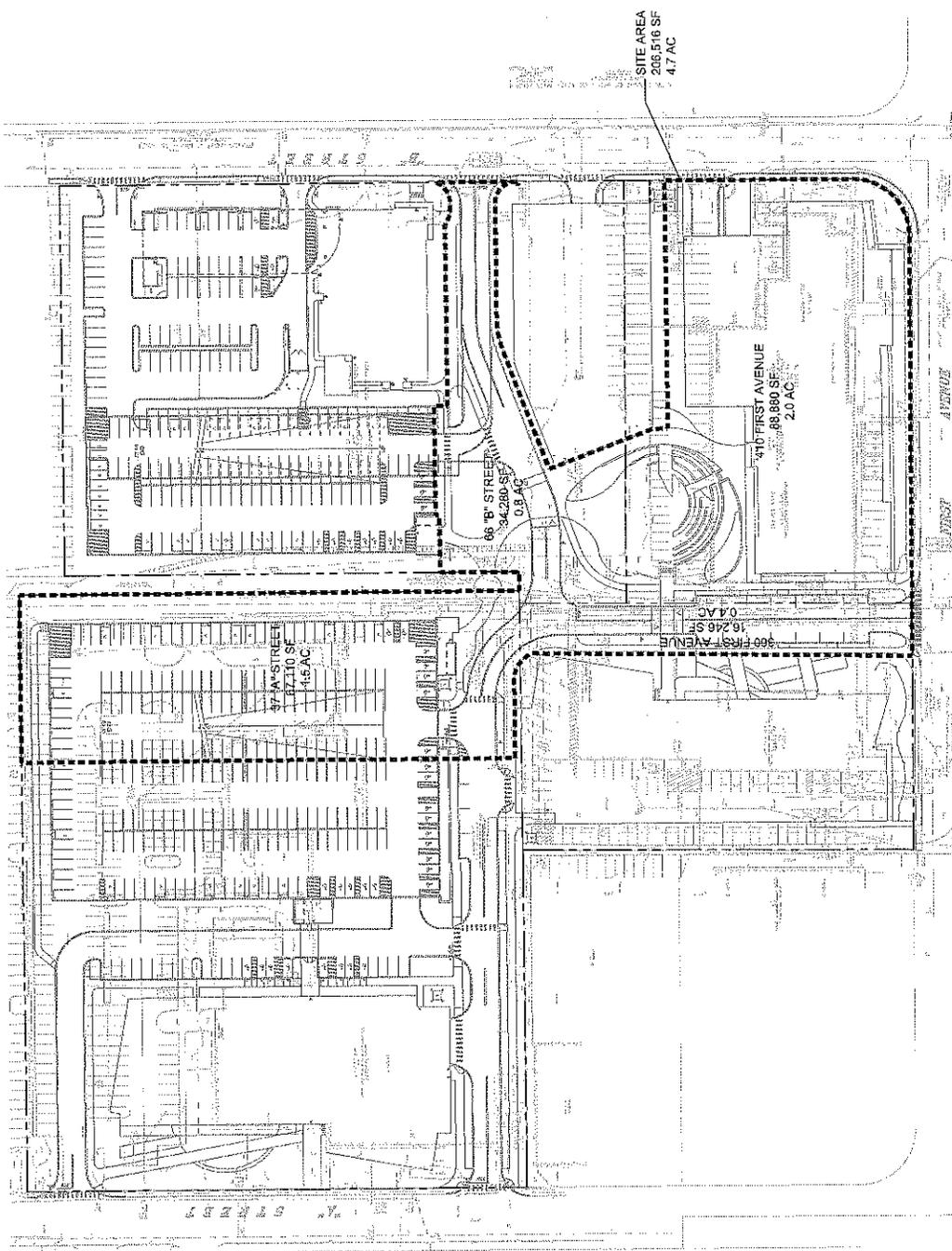
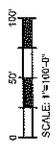
Attached as Exhibit F is the Amended TIF Agreement between the Town of Needham, the Property Owner and TripAdvisor, as approved by a vote of the Board of Selectmen on April 23, 2013.

Attached as Exhibit G is the amended Host Community Agreement between the Town of Needham, the Property Owner and TripAdvisor.

d. EACC Approval

The request to the EACC for approval of the amended TIF Plan and Zone and amended EOA Application is provided as part of this document.

Exhibit A
(Maps showing location of Amended Center 128 EOA and TIF Zone)



Project No.: 127-21127-12001
 Date: 03/25/13
 Designed By: SCV
 FIGURE
 1

Center 128
 Needham, MA
 Exclusive Use Plan
 Building #3



www.tetrattech.com
 One Grant Street
 Framingham, Massachusetts 01701
 Phone: 508.853.2030 Fax: 508.853.2001

30273

Ben Measures 1/13/13

EXHIBIT B

LEGAL DESCRIPTION OF THE TIF ZONE/AMENDED CENTER 128 EOA

The TIF Zone consists of the area delineated as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013, prepared by Tetra Tech, consisting of approximately 206,516 square feet of land and comprising portions of the properties located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29, respectively

Exhibit C
(Estimated Tax Revenues)

13 year Town of Needham Tax Increment Financing (TIF) Proposal Assumptions

PHASE I	
Initial Square Footage =	206,516
Initial Base Assessed Value* = \$	9,251,917
Initial Incremental Assessed Value = \$	27,018,083
New Square Footage =	287,855
Phase I Assessed Value = \$	36,270,000
Estimated Annual Base Tax Payment = \$	198,916
FY12 Tax Rate per \$1000 = \$	21.50
Initial Incremental Annual Tax = \$	580,889

Percentage of assessed land values of 37 A Street, 66 B Street, 370 First Avenue and 410 First Avenue

Year	Estimated Current Property Tax (Base Only)	Estimated Incremental Assessed Value	Estimated New Incremental Annual Property Tax	% Exempt	Estimated TIF Savings to Company	Estimated Incremental Tax Payment w/TIF to Town	Estimated Total RE Taxes to Town (Base + New)
1	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
2	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
3	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
4	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
5	198,916	27,018,083	580,889	76%	441,476	139,413	338,329
6	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
7	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
8	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
9	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
10	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
11	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
12	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
13	198,916	27,018,083	580,889	1%	5,809	575,080	773,996
Est. Real Property	2,585,908			30%	2,253,852	5,297,705	7,883,613
Est. Additional Revenue to Town					2,253,852		815,000
TOTALS					Total	Total	Total

Tax Savings To Company	Revenue To Town
Total	Total

**Est. Additional Revenue to Town	
permit fees	\$230,000
personal property	\$419,250
Hotel tax	\$117,000
Meal tax	\$48,750
Total	\$815,000

Projected assessed values shown are estimated, actual assessed values to be determined by local Assessor
 Assumptions based on no annual increase in assessed property values or tax rate
 Property Address: 400 First Avenue, Needham, MA
 *Assumes a percentage of land value based on project scope
 **Estimated Permit Fees @ \$230,000, Personal Property Tax @ \$32,250/yr, Hotel Tax @ \$9,000/yr and Meal Tax @ \$3,750/yr

Exhibit D
(Board of Selectmen Resolution Putting Forth Amended TIF Agreement)

Exhibit E
(Certified Town Meeting Vote)

Exhibit F
(Amended Tax Increment Financing Agreement)

**AMENDED TAX INCREMENT FINANCING AGREEMENT
BY AND BETWEEN
THE TOWN OF NEEDHAM,
TRIPADVISOR LLC and
NORMANDY GAP-V DEVELOPMENT NEEDHAM, LLC**

This AGREEMENT is made this ____ day of April, 2013 by and between the TOWN OF NEEDHAM, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at Town Hall, 1471 Highland Avenue, Needham, MA 02492 (the "TOWN") and TRIPADVISOR LLC, a Massachusetts limited liability company with a principal place of business at 141 Needham Street, Newton, MA 02464 (the "COMPANY"), duly authorized to do business in Massachusetts, and NORMANDY, GAP-V DEVELOPMENT NEEDHAM, LLC, a Delaware limited liability company, with a principal place of business at 53 Maple Avenue, Morristown, NJ 07960 or an affiliate/subsidiary or the nominee, successor or assignee thereof (the "PROPERTY OWNER").

PRELIMINARY STATEMENTS

WHEREAS, the PROPERTY OWNER owns approximately 13.68 acres of real estate, consolidating four previously separate parcels, shown on Needham Town Assessor's Plan No. 300 as parcels 15, 16, 28 and 29, with the respective street addresses of 410 First Avenue, 66 B Street, 37 A Street and 360 First Avenue;

WHEREAS, the PROPERTY OWNER and COMPANY intend to develop a portion of that real estate, comprising the area delineated as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013, prepared by Tetra Tech, and consisting of approximately 206,516 square feet of land located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street (hereinafter the "PROPERTY");

WHEREAS, the PROPERTY is to be developed with an approximately 287,855 gross square-foot office building, together with associated improvements (collectively, the "PROJECT");

WHEREAS, the PROPERTY OWNER intends to lease an approximately 287,855 gross square feet of the PROJECT to the COMPANY;

WHEREAS, the PROPERTY is located within the boundaries of the Needham Economic Target Area (the "ETA") as designated by the Massachusetts Economic Assistance Coordinating Council (the "EACC") pursuant to Chapter 23A, Section 3D(a)(ii)(J) of the General Laws;

WHEREAS, the PROPERTY is located within and occupies the entire Center 128 Economic Opportunity Area (the "EOA"), and will be located within and occupy the entire Amended Center 128 Economic Opportunity Area which is the subject of an application to amend the EOA from the TOWN to be submitted to the EACC, pursuant to Chapter 23A, Section 3E of the General Laws;

WHEREAS, through the PROJECT, the COMPANY is expected to create 250 new, permanent, full-time jobs (collectively, "NEW JOBS"), and retain and relocate 450 permanent full-time jobs from its Newton offices to the PROJECT ("JOBS RELOCATED");

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the PROPERTY OWNER, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY;

WHEREAS, the Town, the COMPANY and the PROPERTY OWNER entered into a Tax Increment Financing Agreement on November 14, 2012 (the "Original TIF Agreement"), pursuant to which the COMPANY and the PROPERTY OWNER received a Tax Increment Financing Exemption from the TOWN, in accordance with the Massachusetts Economic Development Incentive Program and Chapters 23A, 40 and 59 of the General Laws;

WHEREAS, the TOWN, the COMPANY and the PROPERTY OWNER desire to amend the Original TIF Agreement to allow for a reconfiguration of the office building on the PROPERTY while still allowing the PROJECT to take full advantage of the exemptions in the Original TIF Agreement;

WHEREAS, the TOWN strongly supports increased economic development in the TOWN, to expand commercial and industrial activity within the TOWN, and to develop a healthy economy and stronger tax base;

WHEREAS, the COMPANY has received status as a Certified Project pursuant to Chapter 23A, Section 3F of the General Laws and intends to apply to amend its status as necessary to reflect the reconfiguration of the office building;

WHEREAS, the PROJECT furthers the economic development goals and the criteria established for the ETA and EOA; and

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, each to the other paid, the receipt of which is hereby acknowledged, the parties hereby agree to amend the Original TIF Agreement as follows:

1. The Board of Selectmen of the Town of Needham will execute this amended AGREEMENT on behalf of the TOWN. This execution is subject to ratification by the Town Meeting. Should the Town Meeting fail to ratify this AGREEMENT, it will not be binding on any of the parties and the terms of the Original TIF Agreement shall remain in full force and effect.
2. This is a thirteen (13) year incentive, to commence in the later of (a) Fiscal Year 2016 (begins July 1, 2015) or (b) the first Fiscal Year in which the Project is placed in service (as evidenced by a certificate of occupancy) and

ending thirteen full Fiscal Years thereafter (i.e., in Fiscal Year 2028 (ends June 30, 2028) if the commencement is Fiscal Year 2016), which shall include any real estate development associated with the PROJECT. In no event shall such incentive commence subsequent to Fiscal Year 2018. The COMPANY and the PROPERTY OWNER agree that development will be considered to be part of the PROJECT only if the building permits for the building envelope have been applied for on or before June 30, 2014. The COMPANY reaffirms that it will not seek additional tax increment financing for any expansion involving the building referred to as "Building 2" in the Major Project Special Permit dated April 2, 2013.

3. The Tax Increment Financing Exemption formula for the PROPERTY shall be calculated as prescribed by Chapter 23A, Section 3E; Chapter 40, Section 59 and Chapter 59, Section 5, Clause 51st of the General Laws. The Tax Increment Financing Exemption formula shall apply to the incremental difference in the assessed valuation of the PROPERTY created by the PROJECT, excluding parking, landscaping and accessory facilities associated therewith (the "REAL ESTATE INCREMENT").
 - a. The parties hereby agree that the base valuation for the PROPERTY is the value used for the calculation of property taxes owed in Fiscal Year 2013. The parties agree that, for the purposes of calculating the base valuation, the PROPERTY shall be valued at \$44.80 per square foot. This is the same rate as utilized to calculate the base valuation set forth in the Original TIF Agreement. For a PROPERTY area of 206,516 square feet, this calculation would result in a base valuation of \$9,251,916.80.
 - b. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the General Laws.
 - c. The REAL ESTATE INCREMENT created by the PROJECT is the amount eligible for exemption from real estate taxation.
 - d. Specifically, except as otherwise provided below, this AGREEMENT calls for an exemption from real estate taxation on the REAL ESTATE INCREMENT, commencing on the date described in Section 2 above according to the following TIF SCHEDULE:

Year 1	76%
Year 2	76%
Year 3	76%
Year 4	76%
Year 5	76%
Year 6	1%
Year 7	1%
Year 8	1%

Year 9	1%
Year 10	1%
Year 11	1%
Year 12	1%
Year 13	1%

- e. The parties agree that there shall be no exemption from taxes on personal property pursuant to this AGREEMENT.
4. The TOWN is granting the Tax Increment Financing Exemption in consideration of the COMPANY'S commitment to:
- a. Create a minimum of 250 NEW JOBS within five (5) years after the commencement described in Section 2 above. The COMPANY shall consider in its hiring of new employees, subject to applicable law and assuming equal qualification, the hiring of qualified residents of the TOWN. For the purposes of this AGREEMENT, a NEW JOB shall be newly created in the Commonwealth. In order to facilitate such employment, the COMPANY shall advertise in the local newspapers and online encouraging such residents to apply for employment with the COMPANY any time advertisements are otherwise placed by the COMPANY for employment at the facility. The COMPANY, however, will retain all authority regarding hiring decisions and recruitment activities;
 - b. Retain 450 jobs to be located at the PROJECT.
 - c. Retain jobs as necessary to maintain a total number of employees at the PROJECT equal to the sum of the JOBS RELOCATED and the NEW JOBS created in the prior calendar years ("JOBS RETAINED").
 - d. Invest \$17.5 million for leasehold improvements and \$9.7 million for personal property as part of the PROJECT. It is anticipated that the PROPERTY OWNER will invest \$95.6 million for construction costs and \$12.4 million for land and related costs in connection with the PROJECT, for an aggregate total anticipated PROJECT investment of approximately \$135.2 million; and
 - e. Subject to applicable law and assuming equal qualification, to explore opportunities to hire qualified local contractors, vendors and suppliers, in connection with the construction and operation of the PROJECT. The COMPANY, however, will retain all authority regarding the hiring of contractors, vendors and suppliers.
5. The COMPANY commits to implement the job creation according to the following schedule. For the purposes of this section, the "First Calendar Year" is the year in which the certificate of occupancy is issued, the "Second Calendar Year" is the next year, and so on.:

On or before December 31 of the First Calendar Year	50 NEW JOBS created at the PROJECT. 450 JOBS RELOCATED to the PROPERTY.
On or before December 31 of the Second Calendar Year	50 NEW JOBS created at the PROJECT. 500 JOBS RETAINED at the PROJECT.
On or before December 31 of the Third Calendar Year	50 NEW JOBS created at the PROJECT. 550 JOBS RETAINED at the PROJECT.
On or before December 31 of the Fourth Calendar Year	50 NEW JOBS created at the PROJECT. 600 JOBS RETAINED at the PROJECT.
On or before December 31 of the Fifth Calendar Year	50 NEW JOBS created at the PROJECT. 650 JOBS RETAINED at the PROJECT.

The COMPANY commits to retain at least 700 jobs at the PROJECT for the remainder of the term of the AGREEMENT.

6. The COMPANY agrees to submit annual reports on job creation, retention and new investment to the State Economic Assistance Coordinating Council and TOWN Board of Assessors on or before January 30 of each year for the duration of the Tax Increment Financing Exemption. These reports shall include:
 - a. The number of NEW JOBS created at the PROJECT, the number of JOBS RETAINED at the PROJECT, and the number of people hired from within the ETA for the annual time period ending December 31 and on a cumulative basis; and
7. Should the COMPANY fail to submit a required annual report, or should the annual report indicate that the COMPANY has failed to meet its scheduled target for EXISTING JOBS and NEW JOBS, the exemption from real property taxation shall be zero percent (0%) for the subsequent fiscal year.
8. The PROPERTY OWNER shall pass on all real estate tax savings resulting from this AGREEMENT to the COMPANY.
9. Neither the COMPANY nor the PROPERTY OWNER will seek a real estate tax abatement for the PROJECT, or any portion thereof, with respect to any fiscal year covered by this AGREEMENT.

10. Should the COMPANY be in default of this AGREEMENT, the TOWN, acting through its Board of Selectmen, may, at its sole discretion, after providing the notice and the opportunity to the COMPANY and to the PROPERTY OWNER to cure described below in this Section 10, notify the EACC and/or take action to request decertification of the project by the EACC. Prior to any decertification proceeding, however, the COMPANY shall have the opportunity to cure, correct or remedy its default. Upon receiving written notice of such a default from the TOWN (with a copy to the PROPERTY OWNER), the COMPANY shall have thirty (30) days to commence to cure, correct or remedy such failure or default, and shall complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, provided that the COMPANY exercises due diligence in the remedying of such default. Should the COMPANY opt not to cure the default, the COMPANY agrees that it will not oppose request for decertification by the Town based upon such default. In any event, in addition to the COMPANY's right to cure such default, the PROPERTY OWNER shall have the right (but not the obligation) to commence to cure, correct or remedy such failure or default within thirty (30) days of receiving the aforementioned written notice from the TOWN. Should the PROPERTY OWNER elect to exercise its right to cure under this Section, it shall give notice to the TOWN and to the COMPANY of its intention to do so, and shall complete such cure, correction or remedy within one hundred and twenty (120) days of the receipt of the aforementioned written notice from the TOWN, or, with respect to defaults that cannot be remedied within such one hundred and twenty (120) day period, within such additional time as is required to reasonably remedy such default, provided that the PROPERTY OWNER exercises due diligence in the remedying of such default.
11. This AGREEMENT is being executed simultaneously with two Host Community Agreements, as amended, one between the TOWN and the PROPERTY OWNER (the "PROPERTY OWNER HCA") and one between the TOWN and the COMPANY (the "COMPANY HCA"). Application of the tax exemptions in this AGREEMENT shall be contingent upon the COMPANY and the PROPERTY OWNER undertaking all actions as are required in the COMPANY HCA and PROPERTY OWNER HCA, as amended, respectively, prior to the expiration of any notice and cure periods. Any default by the COMPANY or PROPERTY OWNER that continues beyond the expiration of any applicable notice and cure periods under the terms of the HCA, as amended, shall be deemed to be a default of this AGREEMENT as well.
12. If and to the extent that either party is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this AGREEMENT, the term force majeure shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected

party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

13. The COMPANY shall give written notice to the TOWN at least thirty (30) days prior to any relocation of operations from the PROPERTY, or of any transfer of its leasehold on the PROPERTY or its business to any entity other than designated as the COMPANY in this AGREEMENT; provided that if the Company determines in good faith that such notice cannot be given thirty (30) days in advance because of the requirements of securities laws or related regulations, or any contractual, regulatory, or other similar types of obligations or prohibitions, such notice shall be given promptly after such prohibitions no longer apply. Such notice shall not operate to terminate any obligation set forth in this AGREEMENT.
14. In endorsing this document, the TOWN also authorizes the submittal of the related Amended TIF Plan and amended EOA application to the Massachusetts Office of Business Development and the EACC.
15. This AGREEMENT shall be binding upon all parties to it and, in addition, shall be binding upon and inure to the benefit of subsequent owners of the PROPERTY and to the successors and assigns of the COMPANY.
16. If any provision of this contract shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the contract shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this contract.

AGREED TO:

TOWN OF NEEDHAM
BY ITS BOARD OF SELECTMEN

TRIPADVISOR LLC

Daniel P. Matthews, Vice Chairman

By: _____
Name:
Title:

John A. Bulian, Clerk

Date

Maurice P. Handel

Matthew D. Borrelli

Date

NORMANDY, GAP-V DEVELOPMENT
NEEDHAM, LLC

By: _____
Name:
Title:
Date:

Exhibit G
(Host Community Agreements)

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into by and between the Town of Needham (the "TOWN"), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen (the "SELECTMEN"), and TripAdvisor LLC., a Massachusetts limited liability company with a principal place of business at 141 Needham Street, Newton, MA 02464 (the "COMPANY"),

This HCA represents the understanding between the TOWN and the COMPANY (the "PARTIES") with respect to the commitments arising from the planned development of a tract of land within the New England Business Center in the Town of Needham. The tract of land (the "PROPERTY") is shown as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013 and prepared by Tetra Tech. The development of the PROPERTY is the subject of a Tax Increment Financing Agreement (the "TIF AGREEMENT"), entered into contemporaneously with this HCA, intended to provide an exemption from a portion of the real property taxes owed to the TOWN for the improvements made in the planned development of the PROPERTY.

RECITALS

WHEREAS, the COMPANY plans to transfer its operations to a six story, 287,855 gross square foot office building located on the PROPERTY, said building together with associated improvements (collectively, the "PROJECT") to be constructed by the owner thereof with contribution from the COMPANY; and

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the property owner, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY; and

WHEREAS, pursuant to a vote of the members of the December 2012 Special Town Meeting, the TOWN entered into the TIF AGREEMENT, and pursuant to a vote of the members of the May 2013 Special Town Meeting, the TOWN amended the TIF AGREEMENT; and

WHEREAS, the TIF AGREEMENT is a 13-year incentive, commencing in the later of (a) Fiscal Year 2016 or (b) the Fiscal Year in which the PROJECT is placed into service (as evidenced by a certificate of occupancy), but in no event after Fiscal Year 2018, that provides for a percentage exemption from the real estate taxes applicable to incremental increase in the value of the PROPERTY due to the PROJECT, in exchange for a commitment by the COMPANY to: (1) create 250 permanent, full-time jobs on the PROPERTY; and (2) retain and relocate 450 permanent, full-time jobs to the PROPERTY; and

WHEREAS, the TOWN recognizes that this development will benefit the TOWN and its citizens through increased economic development, additional employment opportunities for residents and a strengthened local tax base; and

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the construction of the expanded and improved facilities on the PROPERTY, as well as their subsequent operation; and

WHEREAS, on April 2, 2013 the Town of Needham Planning Board approved the request of the property owner for a Major Project Special Permit for property located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, also shown on the Needham Town Assessor's Plan No. 300 as parcels 29, 15, 16 and 28, respectively (the "MPSP"), which includes the PROPERTY; and

WHEREAS, the PARTIES intend to enter this HCA as a means of memorializing their obligations with respect to the mitigation of these impacts, as well as their intention to collaborate to the fullest extent possible to insure that the proposed expansion and improvements occur efficiently;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as set forth herein.

1. The COMPANY shall use good faith efforts to provide or make available shuttle service between the PROJECT and public transportation stations during the hours of 7:00 a.m.-9:00 a.m. and 4:00-6:00 p.m. Mondays through Fridays, through utilization of the 128 Business Council Shuttle Service or other similarly constituted service.
2. The COMPANY and TOWN shall cooperate to formulate a system of locally focused internships and scholarships for Needham residents and students of the Needham Public Schools.
3. The PARTIES recognize that the COMPANY's plans in the future may include expansion and/or improvements of the facilities on the PROPERTY beyond what is the subject of this HCA and the associated TIF AGREEMENT. The COMPANY agrees that it shall not seek additional tax increment financing for any expansion involving the building referred to as "Building 2" in the MPSP.
4. The PARTIES respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
 - b. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding

pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

5. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the TOWN as follows:

Town Manager
Town of Needham
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492

with a copy to:

David S Tobin
Tobin & Grunebaum
55 William St
Wellesley, MA 02481

If to the COMPANY:

David Morris
Senior Corporate Counsel
TripAdvisor LLC
141 Needham Street
Newton, MA 02464

Each of the PARTIES shall have the right by notice to the other to designate additional persons to whom copies of notices must be sent, and to designate changes in address.

6. Failure by the COMPANY to perform its material obligations under any provision of this HCA beyond applicable notice and cure periods shall constitute a breach of the associated TIF AGREEMENT, following which the TOWN shall be entitled to pursue all remedies available to it pursuant to the TIF AGREEMENT. In addition, the TOWN shall be entitled to seek injunctive relief to cause the COMPANY to perform the COMPANY's obligations under this HCA. Such remedies shall be the TOWN's sole and exclusive remedies with respect to breaches by the COMPANY of its obligations under this HCA.
7. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect

to appropriate modifications to the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

8. Failure by COMPANY to perform any term or provision of this HCA shall not constitute a default under this HCA unless COMPANY fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the TOWN and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, if the COMPANY is exercising due diligence in the remedying of such default.
9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
10. Except for the TIF AGREEMENT, this HCA sets forth the entire agreement of the PARTIES with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA may be modified only in a written instrument signed by the SELECTMEN and COMPANY. This HCA shall be binding upon the PARTIES and their successors and assigns.

Executed under seal.

TRIPADVISOR LLC

By: _____

Name:

Title:

TOWN OF NEEDHAM BOARD OF SELECTMEN

By: _____

Its Vice-Chair

Hereunto duly authorized

By: _____

Town Counsel as to Form

EXHIBIT A
EXPANSION PLAN
For
TRIPADVISOR

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into by and between the Town of Needham (the "TOWN"), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen (the "SELECTMEN"), and Normandy Gap-V Development Needham, LLC c/o Normandy Real Estate Partners, LLC a private company, with a principal place of business at 53 Maple Avenue, Morristown, NJ 07960, or an affiliate/subsidiary or the nominee, successor or assignee thereof (the "PROPERTY OWNER")..

This HCA represents the understanding between the TOWN and the PROPERTY OWNER (the "PARTIES") with respect to the commitments arising from the planned development of a tract of land within the New England Business Center in the Town of Needham. The tract of land (the "PROPERTY") is shown as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013 and prepared by Tetra Tech. The development of the PROPERTY is the subject of a Tax Increment Financing Agreement (the "TIF AGREEMENT"), entered into contemporaneously with this HCA, intended to provide an exemption from a portion of the real property taxes owed to the TOWN for the improvements made in the planned development of the PROPERTY.

RECITALS

WHEREAS, TripAdvisor LLC plans to transfer its operations to a six story, 287,855 gross square foot office building located on the PROPERTY, said building together with associated improvements (collectively, the "PROJECT") to be constructed by the PROPERTY OWNER with contribution from TripAdvisor LLC; and

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the PROPERTY OWNER, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY; and

WHEREAS, pursuant to a vote of the members of the December 2012 Special Town Meeting, the TOWN entered into the TIF AGREEMENT, and pursuant to a vote of the members of the May 2013 Special Town Meeting, the TOWN amended the TIF AGREEMENT; and

WHEREAS, the TIF AGREEMENT is a 13-year incentive, commencing in the later of (a) Fiscal Year 2016 or (b) the Fiscal Year in which the PROJECT is placed into service (as evidenced by a certificate of occupancy), but in no event after Fiscal Year 2018, that provides for a percentage exemption from the real estate taxes applicable to incremental increase in the value of the PROPERTY due to the PROJECT, in exchange for a commitment by TripAdvisor LLC to: (1) create 250 permanent, full-time jobs on the PROPERTY; and (2) retain and relocate 450 permanent, full-time jobs to the PROPERTY; and

WHEREAS, the TOWN recognizes that this development will benefit the TOWN and its citizens through increased economic development, additional employment opportunities for residents and a strengthened local tax base; and

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the construction of the expanded and improved facilities on the PROPERTY, as well as their subsequent operation; and

WHEREAS, on April 2, 2013 the Town of Needham Planning Board approved the request of the PROPERTY OWNER for a Major Project Special Permit for property located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, also shown on the Needham Town Assessor's Plan No. 300 as parcels 29, 15, 16 and 28, respectively (the "MPSP"), which includes the PROPERTY; and

WHEREAS, the PARTIES intend to enter this HCA as a means of memorializing their obligations with respect to the mitigation of these impacts, as well as their intention to collaborate to the fullest extent possible to insure that the proposed expansion and improvements occur efficiently;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as set forth herein.

1. The PROJECT shall be constructed to conform with the MPSP in size, layout, placement on the lot, materials, color, massing, and all other design features; provided, however, that any amendments made to the MPSP subsequent to the execution of the HCA shall not be construed to waive the requirements of this Section with respect to design features that significantly reduce the taxable value of the PROJECT.
2. The PROPERTY OWNER shall construct the PROJECT in a manner suitable for, and shall obtain, LEED Gold Certification pursuant to the U.S. Green Building Council LEED Certification standard.
3. The PROPERTY OWNER shall apply for all building permits necessary to complete the real estate improvements shown in Exhibit A no later than June 30, 2014. Thereafter, construction shall proceed forthwith and Certificates of Occupancy for all components of the real estate improvements shall be obtained no later than January 1, 2017, subject to *force majeure* (as defined in Section 7 below).
4. The PARTIES respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument

to which either is a party or by which either party may be bound or affected; and

- b. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

- 5. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the TOWN as follows:

Town Manager
Town of Needham
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492

with a copy to:

David S Tobin
Tobin & Grunebaum
55 William St
Wellesley, MA 02481

If to the PROPERTY OWNER:

Normandy GAP-V Development Needham, LLC
c/o Normandy Real Estate Partners, LLC
99 Summer Street
Boston, MA 02109
Attention: Justin D. Krebs

With a copy to:
Normandy GAP-V Development Needham, LLC
c/o Greenfield Partners
50 North Water Street
South Norwalk, CT 06854
Attention: Bary P. Marcus

Each of the PARTIES shall have the right by notice to the other to designate additional persons to whom copies of notices must be sent, and to designate changes in address.

6. Failure by the PROPERTY OWNER to perform its material obligations under any provision of this HCA beyond applicable notice and cure periods shall constitute a breach of the associated TIF AGREEMENT and, in addition to any and all remedies that may be available to enforce this HCA directly, the TOWN shall be entitled to pursue all remedies available to it pursuant to the TIF AGREEMENT.
7. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
8. Failure by PROPERTY OWNER to perform any term or provision of this HCA shall not constitute a default under this HCA unless PROPERTY OWNER fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the TOWN and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, if PROPERTY OWNER is exercising due diligence in the remedying of such default.
9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
10. Except for the TIF AGREEMENT, this HCA sets forth the entire agreement of the PARTIES with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA may be modified only in a written instrument signed by the SELECTMEN and the PROPERTY OWNER. This HCA shall be binding upon the PARTIES and their successors and assigns.

Executed under seal.

TOWN OF NEEDHAM BOARD OF SELECTMEN

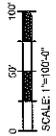
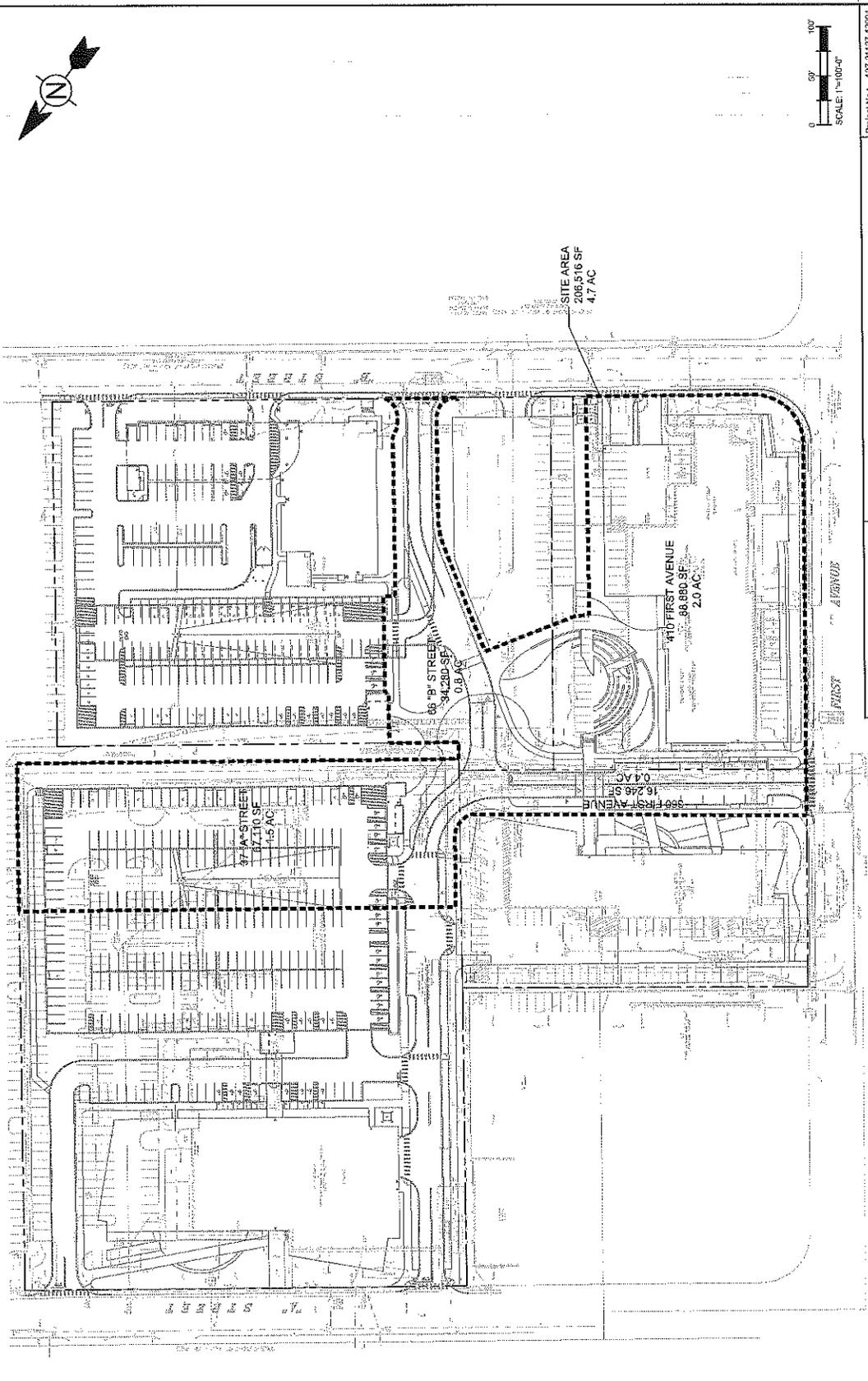
By: _____
Town Counsel as to Form

By: _____
Its Vice-Chair
Hereunto duly authorized

Normandy Gap-V Development Needham, LLC

By: _____
Name:
Title:

EXHIBIT A
EXPANSION PLAN
For
TRIPADVISOR



Project No.: 127-2127-12001
 Date: 09/05/13
 Designed By: SCV
 FIGURE 1
 Bar Measures 1 Inch

Center 12B
 Needham, MA
 Exclusive Use Plan
 Building #3

TETRA TECH
 www.tetratech.com
 One Grant Street
 Framingham, Massachusetts 01701
 Phone: 508.533.2000 Fax: 508.533.2001

5071

DEFINITIONS, as specified in 402 CMR 2.03:

Blighted Open Area - a predominantly open area which is detrimental to the safety, health, welfare or sound growth of a community and which is predominantly open because it is unduly costly to develop it soundly through the ordinary operations of private enterprise. Factors which might make an area unduly expensive to develop include, but are not limited to, existence of hazardous materials or other contaminants; existence of ledge, rock, unsuitable soil, or other physical conditions; need for unduly expensive excavation, fill or grading; need for unduly expensive foundations or retaining walls, need for unduly expensive waterproofing, drainage or flood prevention measures; need for unduly expensive measures to protect adjacent areas and the water tables therein; need for unduly expensive measures incident to building around or over rights-of-way through the area; existence of obsolete, inappropriate or otherwise faulty platting or subdividing; deterioration of site improvements or facilities; division of the area rights-of-way; diversity of ownership; inadequate transportation facilities; inadequate utility systems; tax and special assessment delinquencies; a substantial change in business or economic conditions or practices; an abandonment or cessation of work begun on improvements; any combination of the above; or any other condition or conditions which are detrimental to the safety, health, or sound growth of a community.

Decadent Area - an area which is detrimental to safety, health, welfare or sound growth of a community because of the existence of buildings which are out of repair, physically deteriorated, unfit for human habitation, obsolete, or in need of major maintenance or repair; or because much of the real estate in recent years has been sold or taken for non-payment of taxes or upon foreclosure of mortgages; or because buildings have been torn down and not replaced and in which under existing conditions it is improbable that the buildings will be replaced; or because of a substantial change in business or economic conditions; or because of inadequate light, air, or open space; or because of excessive land coverage; or because diversity of ownership, irregular lot sizes, or obsolete street patterns make it improbable that the area will be redeveloped by the ordinary operations of private enterprise; or by reason of any combination of the foregoing conditions.

Substandard Area - an area wherein dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light, or sanitation facilities, or any combination of these factors, are detrimental to safety, health, welfare or sound growth of a community.

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into by and between the Town of Needham (the "TOWN"), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen (the "SELECTMEN"), and TripAdvisor LLC., a Massachusetts limited liability company with a principal place of business at 141 Needham Street, Newton, MA 02464 (the "COMPANY"),

This HCA represents the understanding between the TOWN and the COMPANY (the "PARTIES") with respect to the commitments arising from the planned development of a tract of land within the New England Business Center in the Town of Needham. The tract of land (the "PROPERTY") is shown as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013 and prepared by Tetra Tech. The development of the PROPERTY is the subject of a Tax Increment Financing Agreement (the "TIF AGREEMENT"), entered into contemporaneously with this HCA, intended to provide an exemption from a portion of the real property taxes owed to the TOWN for the improvements made in the planned development of the PROPERTY.

RECITALS

WHEREAS, the COMPANY plans to transfer its operations to a six story, 287,855 gross square foot office building located on the PROPERTY, said building together with associated improvements (collectively, the "PROJECT") to be constructed by the owner thereof with contribution from the COMPANY; and

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the property owner, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY; and

WHEREAS, pursuant to a vote of the members of the December 2012 Special Town Meeting, the TOWN entered into the TIF AGREEMENT, and pursuant to a vote of the members of the May 2013 Special Town Meeting, the TOWN amended the TIF AGREEMENT; and

WHEREAS, the TIF AGREEMENT is a 13-year incentive, commencing in the later of (a) Fiscal Year 2016 or (b) the Fiscal Year in which the PROJECT is placed into service (as evidenced by a certificate of occupancy), but in no event after Fiscal Year 2018, that provides for a percentage exemption from the real estate taxes applicable to incremental increase in the value of the PROPERTY due to the PROJECT, in exchange for a commitment by the COMPANY to: (1) create 250 permanent, full-time jobs on the PROPERTY; and (2) retain and relocate 450 permanent, full-time jobs to the PROPERTY; and

WHEREAS, the TOWN recognizes that this development will benefit the TOWN and its citizens through increased economic development, additional employment opportunities for residents and a strengthened local tax base; and

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the construction of the expanded and improved facilities on the PROPERTY, as well as their subsequent operation; and

WHEREAS, on April 2, 2013 the Town of Needham Planning Board approved the request of the property owner for a Major Project Special Permit for property located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, also shown on the Needham Town Assessor's Plan No. 300 as parcels 29, 15, 16 and 28, respectively (the "MPSP"), which includes the PROPERTY; and

WHEREAS, the PARTIES intend to enter this HCA as a means of memorializing their obligations with respect to the mitigation of these impacts, as well as their intention to collaborate to the fullest extent possible to insure that the proposed expansion and improvements occur efficiently;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as set forth herein.

1. The COMPANY shall use good faith efforts to provide or make available shuttle service between the PROJECT and public transportation stations during the hours of 7:00 a.m.-9:00 a.m. and 4:00-6:00 p.m. Mondays through Fridays, through utilization of the 128 Business Council Shuttle Service or other similarly constituted service.
2. The COMPANY and TOWN shall cooperate to formulate a system of locally focused internships and scholarships for Needham residents and students of the Needham Public Schools.
3. The PARTIES recognize that the COMPANY's plans in the future may include expansion and/or improvements of the facilities on the PROPERTY beyond what is the subject of this HCA and the associated TIF AGREEMENT. The COMPANY agrees that it shall not seek additional tax increment financing for any expansion involving the building referred to as "Building 2" in the MPSP.
4. The PARTIES respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
 - b. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding

pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

5. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the TOWN as follows:

Town Manager
Town of Needham
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492

with a copy to:

David S Tobin
Tobin & Grunebaum
55 William St
Wellesley, MA 02481

If to the COMPANY:

David Morris
Senior Corporate Counsel
TripAdvisor LLC
141 Needham Street
Newton, MA 02464

Each of the PARTIES shall have the right by notice to the other to designate additional persons to whom copies of notices must be sent, and to designate changes in address.

6. Failure by the COMPANY to perform its material obligations under any provision of this HCA beyond applicable notice and cure periods shall constitute a breach of the associated TIF AGREEMENT, following which the TOWN shall be entitled to pursue all remedies available to it pursuant to the TIF AGREEMENT. In addition, the TOWN shall be entitled to seek injunctive relief to cause the COMPANY to perform the COMPANY's obligations under this HCA. Such remedies shall be the TOWN's sole and exclusive remedies with respect to breaches by the COMPANY of its obligations under this HCA.
7. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect

to appropriate modifications to the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

8. Failure by COMPANY to perform any term or provision of this HCA shall not constitute a default under this HCA unless COMPANY fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the TOWN and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, if the COMPANY is exercising due diligence in the remedying of such default.
9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
10. Except for the TIF AGREEMENT, this HCA sets forth the entire agreement of the PARTIES with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA may be modified only in a written instrument signed by the SELECTMEN and COMPANY. This HCA shall be binding upon the PARTIES and their successors and assigns.

Executed under seal.

TRIPADVISOR LLC

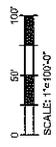
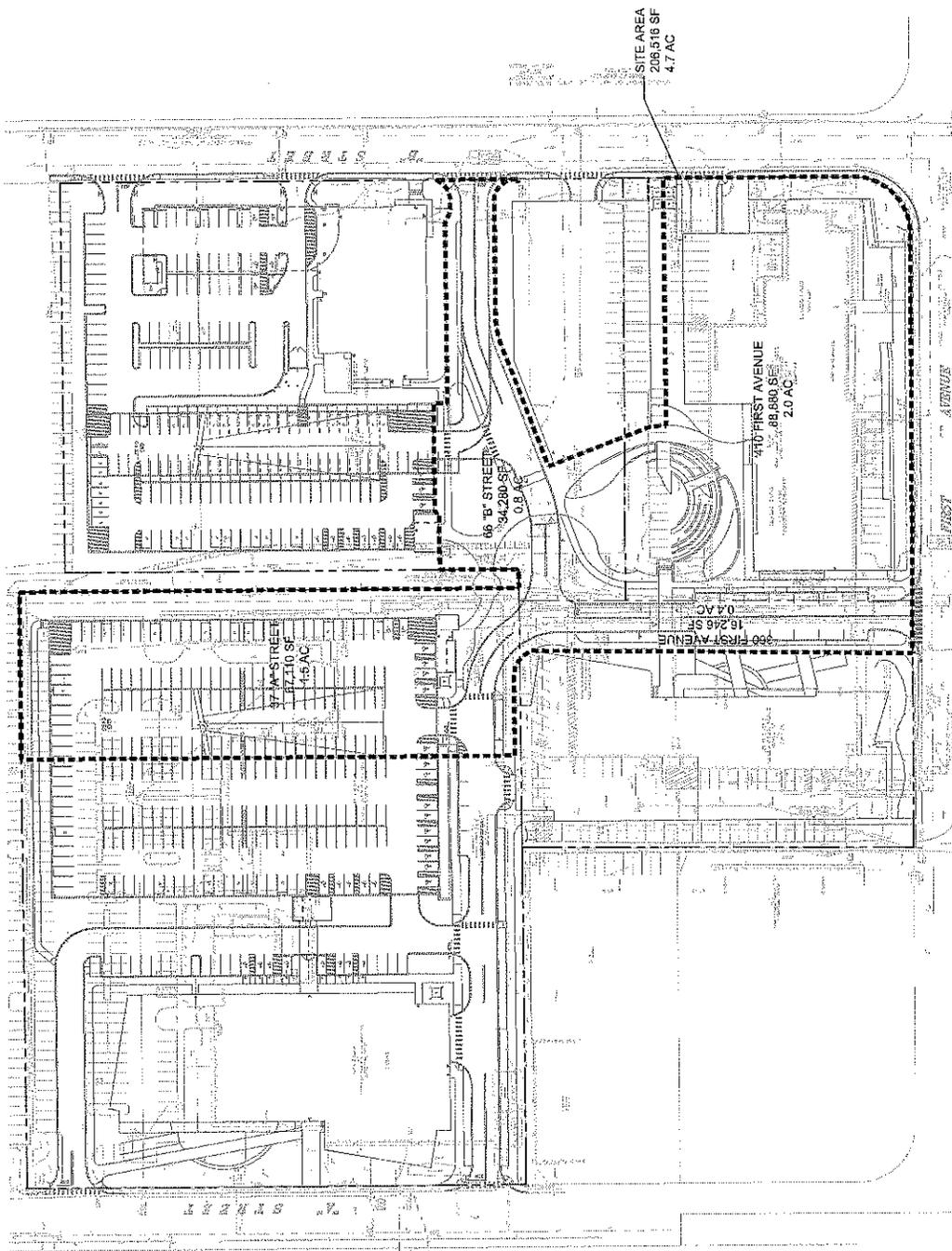
By: _____
Name:
Title:

TOWN OF NEEDHAM BOARD OF SELECTMEN

By: _____
Town Counsel as to Form

By: _____
Its Vice-Chair
Hereunto duly authorized

EXHIBIT A
EXPANSION PLAN
For
TRIPADVISOR



Copyright Tetra Tech
 Project No.: 127-21127-12001
 Date: 08/05/13
 Designed By: SCV
 FIGURE 1

Center 128
 Needham, MA
Exclusive Use Plan
 Building #3

TETRA TECH
 www.tetra-tech.com
 One Grant Street
 Framingham, Massachusetts 01701
 Phone: 508.863.2000 Fax: 508.863.2001

5027

Bar Measures 1 inch

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into by and between the Town of Needham (the "TOWN"), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen (the "SELECTMEN"), and Normandy Gap-V Development Needham, LLC c/o Normandy Real Estate Partners, LLC a private company, with a principal place of business at 53 Maple Avenue, Morristown, NJ 07960, or an affiliate/subsidiary or the nominee, successor or assignee thereof (the "PROPERTY OWNER").

This HCA represents the understanding between the TOWN and the PROPERTY OWNER (the "PARTIES") with respect to the commitments arising from the planned development of a tract of land within the New England Business Center in the Town of Needham. The tract of land (the "PROPERTY") is shown as 'Site Area' on a Plan entitled "Exclusive Use Plan – Building #3," dated March 5, 2013 and prepared by Tetra Tech. The development of the PROPERTY is the subject of a Tax Increment Financing Agreement (the "TIF AGREEMENT"), entered into contemporaneously with this HCA, intended to provide an exemption from a portion of the real property taxes owed to the TOWN for the improvements made in the planned development of the PROPERTY.

RECITALS

WHEREAS, TripAdvisor LLC plans to transfer its operations to a six story, 287,855 gross square foot office building located on the PROPERTY, said building together with associated improvements (collectively, the "PROJECT") to be constructed by the PROPERTY OWNER with contribution from TripAdvisor LLC; and

WHEREAS, the PROJECT is expected to result in an estimated capital investment of approximately \$135.2 million including \$95.6 million for construction costs and \$12.4 million for land and related costs paid for by the PROPERTY OWNER, \$17.5 million for leasehold improvements and \$9.7 million for personal property paid for by the COMPANY; and

WHEREAS, pursuant to a vote of the members of the December 2012 Special Town Meeting, the TOWN entered into the TIF AGREEMENT, and pursuant to a vote of the members of the May 2013 Special Town Meeting, the TOWN amended the TIF AGREEMENT; and

WHEREAS, the TIF AGREEMENT is a 13-year incentive, commencing in the later of (a) Fiscal Year 2016 or (b) the Fiscal Year in which the PROJECT is placed into service (as evidenced by a certificate of occupancy), but in no event after Fiscal Year 2018, that provides for a percentage exemption from the real estate taxes applicable to incremental increase in the value of the PROPERTY due to the PROJECT, in exchange for a commitment by TripAdvisor LLC to: (1) create 250 permanent, full-time jobs on the PROPERTY; and (2) retain and relocate 450 permanent, full-time jobs to the PROPERTY; and

WHEREAS, the TOWN recognizes that this development will benefit the TOWN and its citizens through increased economic development, additional employment opportunities for residents and a strengthened local tax base; and

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the construction of the expanded and improved facilities on the PROPERTY, as well as their subsequent operation; and

WHEREAS, on April 2, 2013 the Town of Needham Planning Board approved the request of the PROPERTY OWNER for a Major Project Special Permit for property located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, also shown on the Needham Town Assessor's Plan No. 300 as parcels 29, 15, 16 and 28, respectively (the "MPSP"), which includes the PROPERTY; and

WHEREAS, the PARTIES intend to enter this HCA as a means of memorializing their obligations with respect to the mitigation of these impacts, as well as their intention to collaborate to the fullest extent possible to insure that the proposed expansion and improvements occur efficiently;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as set forth herein.

1. The PROJECT shall be constructed to conform with the MPSP in size, layout, placement on the lot, materials, color, massing, and all other design features; provided, however, that any amendments made to the MPSP subsequent to the execution of the HCA shall not be construed to waive the requirements of this Section with respect to design features that significantly reduce the taxable value of the PROJECT.
2. The PROPERTY OWNER shall construct the PROJECT in a manner suitable for, and shall obtain, LEED Gold Certification pursuant to the U.S. Green Building Council LEED Certification standard.
3. The PROPERTY OWNER shall apply for all building permits necessary to complete the real estate improvements shown in Exhibit A no later than June 30, 2014. Thereafter, construction shall proceed forthwith and Certificates of Occupancy for all components of the real estate improvements shall be obtained no later than January 1, 2017, subject to *force majeure* (as defined in Section 7 below).
4. The PARTIES respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument

to which either is a party or by which either party may be bound or affected; and

b. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

5. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the TOWN as follows:

Town Manager
Town of Needham
Needham Town Hall
1471 Highland Avenue
Needham, MA 02492

with a copy to:

David S Tobin
Tobin & Grunebaum
55 William St
Wellesley, MA 02481

If to the PROPERTY OWNER:

Normandy GAP-V Development Needham, LLC
c/o Normandy Real Estate Partners, LLC
99 Summer Street
Boston, MA 02109
Attention: Justin D. Krebs

With a copy to:
Normandy GAP-V Development Needham, LLC
c/o Greenfield Partners
50 North Water Street
South Norwalk, CT 06854
Attention: Bary P. Marcus

Each of the PARTIES shall have the right by notice to the other to designate additional persons to whom copies of notices must be sent, and to designate changes in address.

6. Failure by the PROPERTY OWNER to perform its material obligations under any provision of this HCA beyond applicable notice and cure periods shall constitute a breach of the associated TIF AGREEMENT and, in addition to any and all remedies that may be available to enforce this HCA directly, the TOWN shall be entitled to pursue all remedies available to it pursuant to the TIF AGREEMENT.
7. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.
8. Failure by PROPERTY OWNER to perform any term or provision of this HCA shall not constitute a default under this HCA unless PROPERTY OWNER fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the TOWN and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, if PROPERTY OWNER is exercising due diligence in the remedying of such default.
9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
10. Except for the TIF AGREEMENT, this HCA sets forth the entire agreement of the PARTIES with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This HCA may be modified only in a written instrument signed by the SELECTMEN and the PROPERTY OWNER. This HCA shall be binding upon the PARTIES and their successors and assigns.

Executed under seal.

TOWN OF NEEDHAM BOARD OF SELECTMEN

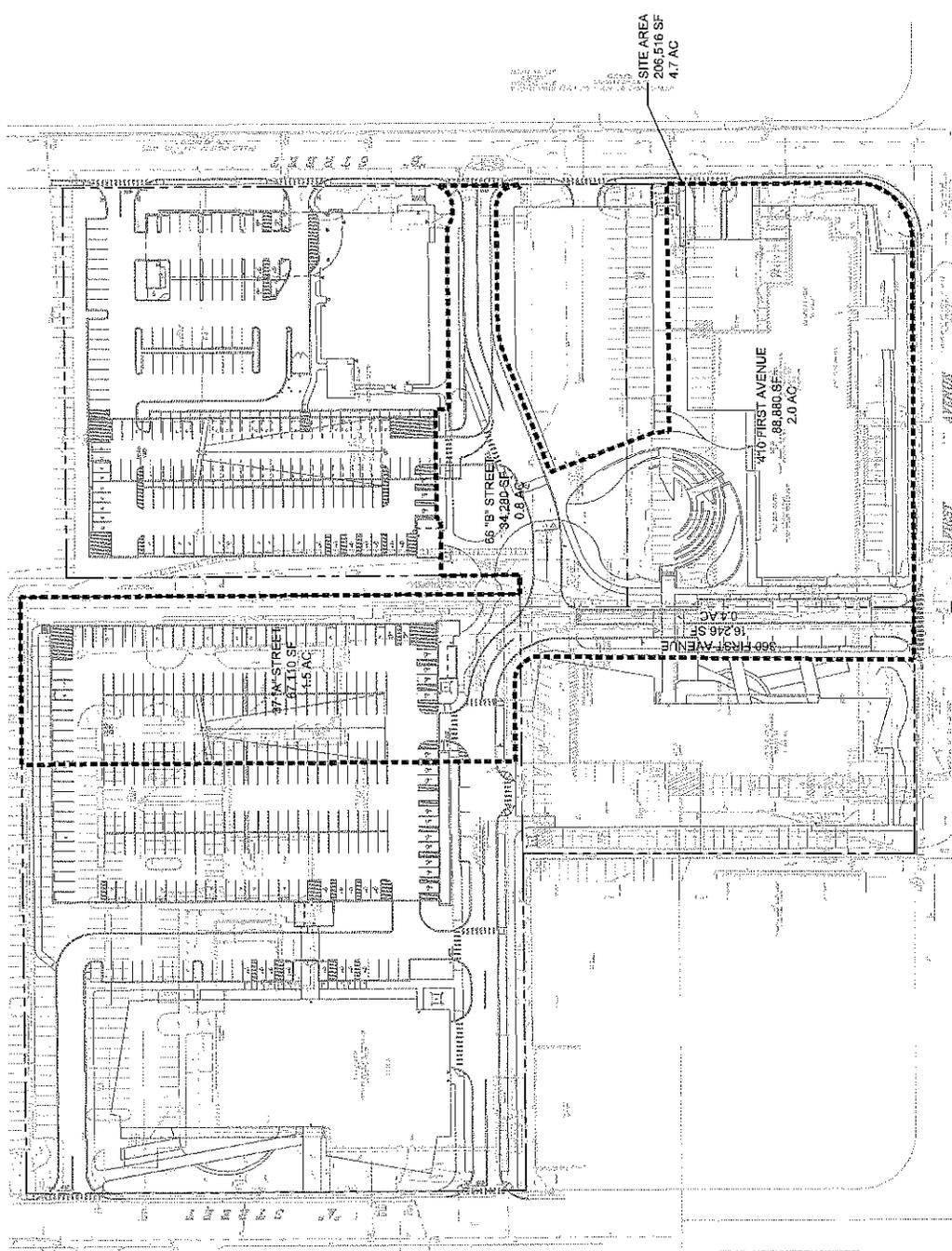
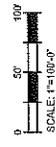
By: _____
Town Counsel as to Form

By: _____
Its Vice-Chair
Hereunto duly authorized

Normandy Gap-V Development Needham, LLC

By: _____
Name:
Title:

EXHIBIT A
EXPANSION PLAN
For
TRIPADVISOR



Project No.: 127-2127-13001
 Date: 03/09/13
 Designed By: SCV
 FIGURE 1

Center 128
 Needham, MA
 Exclusive Use Plan
 Building #3

TETRA TECH
 www.tetra-tech.com
 One Grand Street
 Framingham, Massachusetts 01701
 Phone: 508.969.2000 Fax: 508.969.2001

Bar Measures 1 inch



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

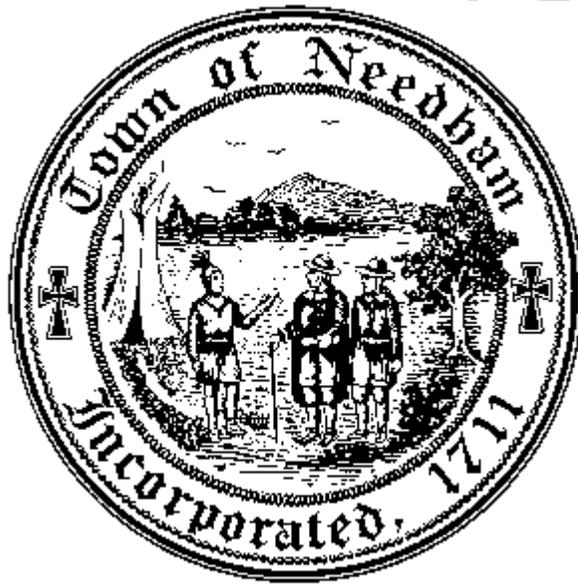
MEETING DATE: 4/23/2013

Agenda Item	Positions on Warrant Articles
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
The Board will review articles contained in the Annual and Special Town Meeting Warrants.			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<i>Suggested Motion:</i> That the Board vote to support (not to support) article _____ in the Annual Town Meeting Warrant. That the Board vote to support (not to support) article _____ in the Special Town Meeting Warrant.			
3.	BACK UP INFORMATION ATTACHED	YES	NO
a. Draft Special Town Meeting Warrant (4/19/13) b. Status of Articles (4/19/13) c. 2013 Annual Town Meeting Warrant provided under separate cover			

SPECIAL TOWN MEETING

WARRANT



TOWN OF NEEDHAM

MONDAY, MAY 13, 2013

7:30 P. M.

JAMES HUGH POWERS HALL, NEEDHAM TOWN HALL

1471 HIGHLAND AVENUE

NEEDHAM

DRAFT 4.19.13

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.

**May 13, 2013 Special Town Meeting Warrant
Table of Contents**

	PAGE
Article 1 APPROPRIATE FOR TREE INVENTORY GRANT MATCHING FUNDS	
Article 2 APPROPRIATE FOR WASTE CONTAINERS	
Article 3 AMEND THE FY2013 OPERATING BUDGET	
Article 4 AMEND THE FY2013 SEWER ENTERPRISE FUND BUDGET	
Article 5 AMEND ZONING BY-LAW: LOT WIDTH DEFINITION/MEASUREMENT	
Article 6 AMEND GENERAL BY-LAW TYPE AND LENGTH OF CONTRACTS	
Article 7 AMEND TAX INCREMENT FINANCING PLAN AND TIF AGREEMENT	
Article 8 RESCIND BOND AUTHORIZATION	
Article 9 APPROPRIATE FOR GENERAL FUND CASH CAPITAL	
Article 10 APPROPRIATE FOR SEWER LINE RECONSTRUCTION	
Article 11 ACCEPT M.G.L. c. 40 SECTION 13D – COMPENSATED ABSENCE FUND	

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 THIRTEENTH DAY OF MAY, 2013

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

ARTICLE 1: APPROPRIATE FOR TREE INVENTORY GRANT MATCHING FUNDS

To see if the Town will vote to raise and/or transfer and appropriate the sum of \$30,000 as matching funds for an Urban Forestry Grant to create a tree inventory, said sum to be spent under the direction of the Town Manager and that \$5,523 be transferred from Article 64 of the 2000 Annual Town Meeting and that \$24,477 be transferred from Article 38 of the 2003 Annual Town Meeting; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Commonwealth of Massachusetts Department of Conservation and Recreation provided the Town with a \$30,000 Urban Forestry grant. The grant, which will fund a tree inventory program in the town of Needham, requires a matching contribution by the Town. The program will include a complete inventory of the public shade trees along the Town’s rights of way, and will be maintained through a work order system to keep it up-to-date. The inventory will include geographic location, genus, species, condition, and maintenance needs. Inventory will help the Town develop maintenance plans and will provide condition and ownership information.

ARTICLE 2: APPROPRIATE FOR WASTE CONTAINERS

To see if the Town will vote to raise and /or transfer and appropriate the sum of \$34,000 for purchase of open and dome top waste containers, said sum to be spent under the direction of the Town Manager, and to meet this appropriation that \$15,000 be transferred from Article 59 of the 2001 Annual Town Meeting, and that \$19,000 be transferred from Article 5 of the May 2001 Special Town Meeting; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The RTS presently has 30 roll-off containers – both open and dome-top types. The expected life for a container is 10 – 15 years. None of the containers that are presently in use are new, and

many of the containers are in poor condition. This article would provide two years of initial funding for a replacement program. It is anticipated that the program will be incorporated into the RTS operating budget in future years, and will consist of replacement of two containers per year.

ARTICLE 3: AMEND THE FY2013 OPERATING BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2013 Operating Budget adopted under Article 10 of the May 2012 Annual Town Meeting and amended under Article 4 of the October 29, 2012/November 13, 2012 Special 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	Group Health Insurance & Benefits	\$9,908,775	To be Determined
4	Retiree Insurance & Insurance Liability Fund	\$4,523,887	To be Determined
10	Reserve Fund	\$1,309,072	\$1,258,431
20C	Police Department Capital	\$228,018	\$266,948
21C	Fire Department Capital	\$0	\$11,711

or take any other action relative thereto.

INSERTED BY: Finance Committee
 FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 4: AMEND THE FY2013 SEWER ENTERPRISE FUND BUDGET

To see if the Town will vote to amend and supersede certain parts of the fiscal year 2013 Sewer Enterprise Fund Budget adopted under Article 12 of the May 2012 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	Salary & Wages	\$902,938	To be Determined
201B	Expenses	\$475,056	To be Determined
201C	Capital Outlay	\$25,000	To be Determined

or take any other action relative thereto.

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

Article Information:

ARTICLE 5: AMEND ZONING BY-LAW: LOT WIDTH DEFINITION/MEASUREMENT

To see if the Town will vote to amend the Needham Zoning By-Law, Section 4.1 Basic Requirements, Subsection 4.1.5, Minimum Required Lot Width, by revising the paragraph, so that the entire subsection shall now read as follows: (new language underlined):

“4.1.5 Minimum Required Lot Width

Building lots in all zoning districts recorded or endorsed after January 9, 1986 shall be required to have a minimum lot width for a distance that extends from the front line throughout the primary building or structure not less than the applicable minimum frontage for the district in which said lot is located, as specified in Sections 4.2.1, 4.3.1, 4.4.1, and 4.6.1; except, however, in the Single Residence A District such minimum required lot width shall be at least 120 feet. To measure lot width, start at a front corner (where a sideline meets the lot's line of frontage) and, at a right angle to that sideline, measure straight across the lot to the other sideline. This measurement need not be at a right angle from more than one sideline but it must cross the lot to meet the opposite sideline. Then take a series of measurements parallel to that first measured line, through the full depth of the primary building or structure on the lot. If any lot line on the side chosen for the starting point is a convex line, draw a straight line connecting the two far points of the convex line, and measure across the lot from that straight line; and if any lot line on the side chosen for the starting point is a concave line, draw a straight line connecting the two far points of that line and begin there, but measure across the lot from the point where the perpendicular line crosses the concave side lot line. For corner lots, the measurement shall be taken from front corners along both frontage lines.”

Or take any other action relative thereto.

INSERTED BY: Planning Board
FINANCE COMMITTEE RECOMMENDS:

Article Explanation: Presently the Needham Zoning By-Law requires all building lots to have a minimum lot width for a distance that extends from the front line throughout the building or structure of not less than the applicable minimum frontage for the district in which the lot is located, except in the case of the Single Residence A District where the minimum required lot width is 120 feet. The present requirement was adopted in 1986 to further control the irregular configuration of lots. The 1986 amendment was offered in response to a development built in the mid 1980's which exposed the inadequacy of the then present lot width rule. Prior to the 1986 amendment lot width was limited to a minimum of one-half the applicable frontage requirement.

The proposed amendment seeks to clarify how the lot width measurement is to be made and states the following: To measure lot width, start at a front corner (where a sideline meets the lot's line of frontage) and, at a right angle to that sideline, measure straight across the lot to the other sideline. This measurement need not be at a right angle from more than one sideline but it must cross the lot to meet the opposite sideline. Then take a series of measurements parallel to that first measured line, through the full depth of the primary

building or structure on the lot. If any lot line on the side chosen for the starting point is a convex line, draw a straight line connecting the two far points of the convex line, and measure across the lot from that straight line; and if any lot line on the side chosen for the starting point is a concave line, draw a straight line connecting the two far points of that line and begin there, but measure across the lot from the point where the perpendicular line crosses the concave side lot line. For corner lots, the measurement shall be taken from the front lot corners along both frontage lines.

ARTICLE 6: AMEND GENERAL BY-LAW TYPE AND LENGTH OF CONTRACTS

To see if the Town will vote to amend Section 2.1.3 of the General By-laws by inserting at the end of the Section the following:

“Software License and/or Maintenance Agreements	10
Online Subscription Services for Curriculum	10”

or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: Unless otherwise determined in the General By-laws, the maximum length of contracts for software licenses, software maintenance agreements, and online curriculum subscriptions is three years. The Town can experience savings, and perhaps better terms, by entering into longer-term agreements with providers. This By-law amendment would allow such agreements to be executed for a maximum of ten years.

ARTICLE 7: AMEND TAX INCREMENT FINANCING PLAN AND TIF AGREEMENT

To see if the Town will vote to amend the vote taken under Article 1 of the Special Town Meeting of December 3, 2012; and to approve the technical changes shown in the Amended Tax Increment Financing (TIF) Plan and Amended TIF Agreement among TripAdvisor LLC, Normandy GAP-V Development Needham, LLC and the Town of Needham for property at the New England Business Center, to allow for a reconfiguration of the office building on the property while still allowing the project to take full advantage of the exemptions in the original TIF Agreement, including the designation of an amended TIF Zone delineated as ‘Site Area’ on a Plan entitled “Exclusive Use Plan – Building #3,” dated March 5, 2013, prepared by Tetra Tech, and consisting of approximately 206,516 square feet of land located at 360 First Avenue, 410 First Avenue, 66 B Street and 37 A Street, a copy of which is on file at the office of the Town Clerk, subject to approval by the Economic Assistance Coordinating Council of the Commonwealth of Massachusetts (“EACC”); and to ratify the Board of Selectmen’s execution of the Amended TIF Agreement and submission to the EACC of an amended EOA Application, the Amended TIF Plan, the Amended TIF Agreement; and any necessary documents relating thereto; and to authorize the Board of Selectmen to take such other actions as are necessary or appropriate to implement the amended documents; or take any other

action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The final design for the TripAdvisor building being developed by Normandy Partners is now complete, and a Special Permit has been issued by the Planning Board. The building is larger than the previously envisioned building, and has been re-oriented on the property. As a result, a technical amendment to the Tax Increment Financing Plan recognizing these modifications is necessary. There is no material change to any of the provisions of the Agreement presented to the December 3, 2013 Special Town Meeting.

ARTICLE 8: RESCIND BOND AUTHORIZATION

To see if the Town will vote to rescind a portion of certain authorizations to borrow, which were approved at prior town meetings, where the purposes of the borrowing have been completed, and/or it was unnecessary to borrow the full authorization:

Project	Town Meeting	Article	Authorized	Rescind
High Rock and Pollard School	2007 ATM	41	\$20,475,000	\$269,000
Water Storage Tank Cleaning & Painting	2008 ATM	48	\$730,000	\$75,000
Sewer Pump Station Richardson Drive	2002 STM (Nov)	20	\$500,000	\$81,290
Total				\$425,290

or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: When a project is financed by borrowing, the project has been completed, and the bills have been paid, the balance of the authorization that was not borrowed and not reserved for other project obligations may be rescinded. A Town Meeting vote to rescind prevents the Town from borrowing the amount rescinded, and frees up borrowing capacity. In some cases, the full appropriation for a project is not required, due to changes in scope, cost saving measures, or favorable bids.

ARTICLE 9: APPROPRIATE FOR GENERAL FUND CASH CAPITAL

To see if the Town will vote to raise and/or transfer and appropriate \$1,707,081 for General Fund Cash

Capital, to be spent under the direction of the Town Manager, and to meet this appropriation that said sum be transferred from available funds; or take any other action relative thereto.

General Fund	Description	Recommended	Amendment
General Government	Election Equipment	\$ 85,000	
General Government	Network Hardware Servers & Switches	\$ 30,000	
Public Facilities	Core Fleet	\$ 33,600	
Public Facilities	Energy Efficiency Upgrade Improvements	\$ 113,078	
Public Facilities	Facilities Maintenance Program	\$ 33,581	
Public Facilities	Portable Generator	\$ 61,250	
Public Safety	Core Fleet (Building)	\$ 45,042	
Public Safety	Core Fleet (Fire)	\$ 49,200	
Public Safety	Wireless Municipal Radio Master Box	\$ 164,000	
Public Schools	Furniture & Equipment	\$ 79,250	
Public Schools	School Copier Replacement	\$ 59,620	
Public Schools	Technology	\$ 223,751	
Public Works	Core Fleet	\$ 387,000	
Public Works	Two Way Radio Upgrade	\$ 27,509	
Public Works	Small Specialty Equipment	\$ 104,900	
Public Works	Snow & Ice Equipment	\$ 210,300	
	Total Appropriation	\$ 1,707,081	

INSERTED BY: Board of Selectmen
 FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: This article contains those cash capital items not recommended for funding in the Annual Town Meeting. They are included in the Special Town Meeting warrant in the event that funds become available. If funds are not available in May, these items will be considered at a fall Special Town Meeting.

Election Equipment The purpose of replacing the Accuvote Electronic Voting System is to update and replace the Town's current voting system purchased in 1994. These machines and the black plastic ballot boxes that hold the machines are currently 19 years old and are beginning to require more and more frequent repairs. There are currently 11 Accuvote machines – one for each of the ten precincts plus one spare machine. Both the read heads and scanner cannot be upgraded due to the age of the equipment. The new

Accuvote Voting Machines will have more features. The ballot boxes will be smaller making storage more convenient and accessibility at the polls will be easier. Absentee voters will no longer require special marking pens in order to vote thus making voting easier. Within the next few years, all the machines will be handicapped accessible. The new DS200 Voting Machine is the next generation Optical Scan voting equipment. This voting machine will have a paper ballot and the memory cards have been replaced with memory sticks. Approval of new equipment by the Elections Division of the Secretary of the Commonwealth is required, and has not yet been granted.

Network Hardware Servers and Switches *The fiscal year 2014 funding request for network servers and switches will support the replacement of older servers, spam filter, virus firewall, and internet filtering, and also the replacement of older network switches to connect buildings, departments, and workstations throughout the Town. Newer models of both servers and switches are better able to take advantage of the Town's fiber and will increase the speed of data within the Town's fiber network. Older servers, both application and data, will be replaced with newer, faster, and more energy efficient servers and attached storage configured for virtualization of hardware and software. Not replacing or updating this equipment can affect Town wide access to email, financial applications, Internet, and data.*

Public Facilities Core Fleet *The Core fleet consists of passenger vehicles such as sedans and wagons, vans, pick-up trucks, small dump trucks, and utility trucks. Unless circumstances require otherwise, the vehicle scheduled to be replaced in FY2014 is a 2001 Ford F250 Pick-Up Truck with a cab that is primarily used by the Town's carpenter. The current vehicle has an odometer reading of over sixty thousand miles and is due for replacement as it is currently beyond its useful life.*

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
702	PFD	2001	Ford 250 Pick up With Cab	Same	65,780	\$33,600

Energy Efficiency Upgrade Improvements *The Town conducted an engineering study for energy upgrades in 10 key buildings in the summer of 2011. The results of this study revealed that if the Town makes an initial investment in selected and recommended energy upgrades, the cost of these upgrades will pay for themselves within 10 years. FY2014 funding is planned for some of the more involved projects at the Eliot and Broadmeadow Schools, which will upgrade the already modern buildings and improve their energy usage. Some of these items include retro-commissioning the HVAC system at Broadmeadow, installing motion sensors for the lighting at Broadmeadow, installing timers on the roof top exhaust fans in both buildings, and converting the lighting to more energy efficient lighting in both buildings.*

Public Facilities Maintenance Program *This request funds annual maintenance of public buildings throughout the Town and School Department including but not limited to: asbestos abatement, small equipment replacement, duct cleaning, painting, and other repairs and necessary upgrades. FY2014 funding is planned for duct cleaning at the C & D Buildings of the High School, asbestos abatement at Hillside and Mitchell Schools, flooring replacement at the Eliot and Broadmeadow Schools, and xeriscaping at the High School. Flooding issues at the Hillside School will be addressed as will containment of fuel oil, accessible routes to and from the building, and water fountain replacement at the Pollard School. With the natural gas*

line installation on Brookline Street and the replacement of the Pollard boilers, the Department will convert the existing Mitchell School boilers to natural gas using remaining parts from the old Pollard boilers.

Portable Generator It has been determined by emergency planning personnel that the new Senior Center will be an ideal location for use as a respite shelter for residents during power outages. This request will fund the purchase of a 100kW portable generator that can be temporarily installed at the Senior Center to ensure comfort and safety to those occupying the site. The Center has been designed to accommodate the use of an external, portable generator.

Building Department Core Fleet The Core fleet consists of passenger vehicles such as sedans and wagons, vans, pick-up trucks, small dump trucks, and utility trucks. The FY2014 – 2018 Capital Plan included a recommendation for the replacement of Unit #456, a 2002 Ford Taurus Sedan, with a Ford Hybrid Escape. Since that time, the Department has experienced a reduction in the availability of Unit#454 due to the number of repairs. As a result, the Building Commissioner has evaluated the previous request, and proposes the elimination of the request for a Ford Escape, and the replacement of two Ford Taurus vehicles (units 456 and 454) with Ford Fusion vehicles. The MPG for the Fusion is a combined 28 MPG.

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
456	Building	2002	Ford Taurus	Ford Fusion	68,707	\$22,521
454	Building	2005	Ford Taurus	Ford Fusion	48,714	\$22,521

Fire Department Core Fleet The Core fleet consists of passenger vehicles such as sedans and wagons, vans, pick-up trucks, small dump trucks, and utility trucks. This request is to replace a 2004 Ford pick-up truck with a utility body. The truck functions primarily as a brush fire truck, but has many other uses. In the winter months, the modular brush unit and water tank is removed, and the truck is used to transport materials and emergency equipment. This vehicle is also used to tow fire department rescue boats, the hazardous materials trailer, the firefighting foam trailer, the mass decontamination trailer, and the Health Department Emergency Dispensing Trailer. Presently, this truck has over 29,000 miles of service on it, and at the time of replacement mileage is estimated to be approximately 35,000.

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
C-6	Fire	2004	Pick-up with Utility Body	Same	27,531	\$49,200

Wireless Municipal Radio Master Fire Box System The long-term plan is to eliminate the older style fire alarm master boxes and install wireless radio master box systems where needed. All pole mounted fire alarm boxes (222) would be permanently removed. Building master boxes (129) would be replaced with radio box transmitters. The 129 master boxes are privately owned, and property owners pay the Town an annual monitoring fee of \$480. Privately owned buildings would not be required to change over to the new municipal system if they chose to use their own private alarm company. Of the \$164,000 requested for this project, \$52,000 would be for the head-end equipment to be located within the fire dispatch center. An additional \$112,000 would be to purchase radio boxes for 28 Town buildings at approximately \$4,000 each. This cost

would be for the box and installation at each Town building. With this new system, the fire dispatch center will be capable of monitoring alarms, troubles, security/intrusion, and any other alarm or status that uses a contact closure. Wireless systems are more reliable in storm conditions when often times overhead lines are out of service. Once the wireless system is complete, the Fire Department will evaluate the continued need for staffing and equipment in the Fire Alarm Division.

School Furniture, Musical Instruments, Fitness Equipment and Graphic Arts Equipment

Musical Equipment The purpose of this program is to replace musical instruments, especially large string instruments and pianos, which are over 25 years old. After decades of heavy use, many of the School Department's string instruments are no longer usable or repairable. The older pianos, while still usable, are costly to repair and maintain. The Department is in the ninth year of the replacement cycle, and continues to see major improvement in the quality of musical instruments available for student use. Funding in the final year of the replacement cycle (FY2014) would replace the grand piano in the Newman School Auditorium. The Department intends to change the replacement program to an expansion program due to population growth in fiscal years 2015 – 2018 and beyond.

School Furniture This purpose of this program is to continue the replacement cycle for school furniture in poor and fair condition at Hillside, Mitchell, Newman and Pollard. In these schools, furniture is 10-20+ years old and in a state of disrepair after decades of heavy use. By FY2015, all furniture in poor condition will have been replaced at these schools. Unless circumstances dictate otherwise, the FY2014 funding is planned for the Newman School.

Fitness Equipment The Needham High School renovation project budget included a large amount of fitness equipment for student use, which will need to be replaced as the components age and the equipment reaches the end of its useful life. In addition, the Pollard Middle School owned a number of strength circuit machines, which will need to be replaced on a regular basis going forward. The manufacturer's estimated life cycle is five (5) years for treadmills, six (6) years for cross trainers, eight (8) years for recumbent and upright bicycles, 23 years for rowing machines, and 25 years for circuit training equipment. The Department's request is based on a longer replacement cycle of: five to seven (5 – 7) for treadmills, nine (9) years for cross trainers, eight (8) years for recumbent bikes, 12 years for upright bikes, 19-20 years for rowing machines and 11-16 years for circuit training equipment. Unless circumstances dictate otherwise, the FY2014 funding is planned for three spinning bikes and one treadmill.

High School Graphics Production Room This program continues the equipment replacement cycle for equipment used in the Graphics Production Center at Needham High School. This program provides convenient and cost effective service, and also provides hands-on educational training in the field of professional graphics and printing production for students. Unless circumstances dictate otherwise, the FY2014 funding is intended for purchase of a vinyl cutter – heavy duty, a thermal transfer press, a flash dryer, and a paper jogging machine.

School Copier Replacement Photocopiers are located in all of the schools and the administration building, and are used both by administrative and teaching staff. Teachers use the machines to reproduce classroom materials, including homework sheets, exams, teaching packets, etc. Currently, the School Department owns 44 copiers and 4 RISO duplicating machines. Copier replacement is planned on a lifecycle analysis, which projects when a copier should be replaced based on actual usage and the manufacturer's total estimated

capacity. Copiers that are heavily used are replaced more frequently than copiers that are lightly used. A seven-year maximum duty life is assumed for most machines, even if they have not yet reached maximum copy allowances, given the additional operating expense associated with servicing and maintaining older equipment, as well as the difficulty in obtaining replacement parts. This analysis assumes that copiers are re-deployed around the District, as needed, to match copier use with equipment capacity. The requested funding will support the replacement of eight (8) copiers/RISO machines.

School Technology

Interactive Whiteboard Technology This program funds the purchase and installation of whiteboard technology in the Needham schools. Unless circumstances dictate otherwise, the FY2014 funding is planned for Broadmeadow, Mitchell and Pollard. The overall number of whiteboards to be installed at Pollard and Broadmeadow has increased due to the reallocation of rooms and the use of the modular classrooms at the Pollard School.

School Department NPS 1:1 Initiative This program continues the initiative to introduce tablet technology on a 1:1 basis at Pollard, High Rock and Needham High School. The FY2014 funding is planned for the expansion of the program to all grade eight students during the 2013 – 2014 school year, and preparation for expansion to students in the seventh grade and current students attending the High School in the following year. The FY2014 request will support the installation of additional wireless access points at Pollard and Needham High School and the purchase of tablet devices for the remaining Pollard Grade Eight teachers as well as High School teachers and Pollard Grade Seven teachers preparing for the implementation.

Technology Innovation In years past, the School Technology Request has been organized as funding for computer replacements, interactive whiteboards, and, most recently, inclusion of the NPS 1:1 Initiative. The funds received are earmarked for the replacement cycle, as guided by the constraints of the technology plan. This framework does not allow School staff to evaluate and experiment with emerging technologies to foster student learning and achievement in the District. The requested funding will support experimentation on a small scale, which will be useful for assessment and for building staff capacity. The FY2014 funding is for the purchase of eReaders, such as Kindles and Nooks, for use in School libraries, and for the purchase of iPads for experimentation at the elementary school level.

Technology Replacement The FY2014 school technology funding request includes the replacement of 313 teacher, administrator, student, lab and laptop computers that have reached or are functioning beyond the end of their seven-year lifecycle. A total of 124 of these computers are for teachers and administrators throughout the District. Another 163 are lab and classroom computers at Eliot, Hillside, Newman, Pollard and the High School. The majority of the computers being purchased will be deployed at the High School. FY2014 represents the second year of the anticipated five-year timeframe to replace the High School computers. The request also includes the replacement of four school-based servers, the High School Foreign Language lab server and five district data servers that are housed at the ETC. These servers have been running 24/7 for three and four years and will be repurposed to less critical functions for two and three years respectively. This category also includes the replacement of eight UPS batteries that support critical servers throughout the District. Other requested items are the replacement of 47 printers across the District, and funding to analyze the impact of the recent operating system conversion to Apple's new operating system, Lion, on the hundreds of software packages owned by the District.

DPW Core Fleet The Core fleet consists of passenger vehicles such as sedans and wagons, vans, pick-up trucks, small dump trucks, and utility trucks. Unless circumstances require otherwise, the vehicles scheduled to be replaced in FY2014 include:

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
65	Parks & Forestry	2008	4WD F350 Pick-up Truck	Same	41,393	\$51,900
66	Highway	2007	One Ton Dump Truck	Same	46,749	\$78,300
6	Highway	2000	Six Wheel Dump Truck	Same	39,895	\$178,400
72	Parks & Forestry	2007	One Ton Dump Truck	Same	42,106	\$78,400

Two-Way Radio Upgrade Effective January 2013, the Federal Communications Commission has mandated that all existing licensees must convert their wideband (25kHz systems) radio systems to narrowband (12.5kHz). The majority of the two-way radios installed in DPW vehicles have been converted to radios that are capable of functioning on narrowband. This proposal would provide for the purchase of ten two-way radios to be installed in vehicles that have radios that do not presently comply with the narrowband requirement and are not up for replacement. An additional six radios will be purchased to provide the DPW Garage with replacement narrowband compliant two-way radios should any of the existing radios fail. Twelve portable radios and chargers will be purchased to be used during snow and emergency events. Additionally, base radios for the first floor of the PSAB and portable radios for Public Facilities and Building Department Staff are included in this request.

Small Specialty Equipment This program provides funding to purchase new and replace existing Public Works specialty equipment. This equipment is critical for the efficient operation of the Department's maintenance programs. The purchase of this equipment will increase productivity and expand the use of maintenance dollars. Unless circumstances require otherwise, the equipment scheduled to be replaced in FY2014 includes:

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
186	Parks & Forestry	1963	Leaf Collector	Same	N/A	\$25,900
303	Parks & Forestry	1985	Tractor	Same	2,749	\$74,900
356	Parks & Forestry	1985	Aerator	Same	N/A	\$30,000

Snow and Ice Equipment This request will provide funding for equipment used primarily in the Snow and Ice Program. Unless circumstances require otherwise, the vehicles and equipment proposed for replacement in FY2014 are as follows:

Unit	Division	Year	Description – Existing	Description – Request	Miles	Cost
6A	Highway	2000	Material Spreader	Same	N/A	\$32,200
116	Highway	1998	Sidewalk Tractor (Track)	Same	3,609	\$169,300
66A	Highway	2006	Material Spreader	Same	N/A	\$8,800

ARTICLE 10: APPROPRIATE FOR SEWER LINE RECONSTRUCTION

To see if the Town will vote to raise and/or transfer and appropriate a sum for sewer line reconstruction, to be spent under the direction of the Town Manager, including without limitation all costs thereof as defined in Section 1 of M.G.L. Chapter 29C, and that to meet this appropriation the Treasurer, with the approval of the Board of Selectmen, is authorized to borrow said sum under M.G.L. Chapter 44, Chapter 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 M.G.L. Chapter 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 loan agreement and financial assistance agreement with the MWRA with respect to such loan; that the Town Manager be 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 for the project; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information:

ARTICLE 11: ACCEPT M.G.L. c. 40 SECTION 13D – COMPENSATED ABSENCE FUND

To see if the Town will vote to accept the provisions of M.G.L. c. 40 Section 13D for the purpose of establishing, appropriating and/or transferring funds to the reserve fund for the future payment of accrued

liabilities for compensated absences; or take any other action relative thereto.

INSERTED BY: Board of Selectmen
FINANCE COMMITTEE RECOMMENDS THAT:

Article Information: The Town has a long-standing practice of setting aside funds for the payment of compensated absences at the time of retirement. While the Town has taken steps to modify and some cases eliminate this exposure, there are still employees who are eligible for these payments. The Town's practice has been to appropriate for this liability through financial warrant articles. The Town has received guidance from the Massachusetts Department of Revenue indicating that cities and towns must take advantage of the statute allowing for the establishment of a compensated absence fund for this purpose. Funds remaining in existing financial warrant articles will be transferred to the new fund and requests for appropriation to the fund will be presented from time to time as needed.

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

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

Given into our hands at Needham aforesaid this 10th day of April 2013.

DANIEL P. MATTHEWS, Chairman
JOHN A. BULIAN, Vice Chairman
MAURICE P. HANDEL, Clerk
MATTHEW D. BORRELLI

Selectmen of Needham

A TRUE COPY

Attest:

Constable:

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

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

ATTN: SPECIAL TOWN MEETING WARRANT

2013 Annual Town Meeting Status of Articles April 19, 2013

Article	Title	Status	BOS Rec.	FC Rec.	BOS Member	FC Member	CPC Member
3	Establish Elected Officials' Salaries		Adopt	Adopt	Dan	Richard Creem	
4	Accept Chap 73, Acts of 1986		Adopt	Adopt	Matt	Gary McNeill	
5	Property Tax Assistance Program		Adopt	Adopt	Dan	Gary McNeill	
6	Facility Master Plan Study		Adopt	Adopt	MPH	John Connelly	
7	Warner Field Renovation		Adopt	Adopt	Matt	Dick Reilly	
8	LED Conversion		Adopt	Adopt	Matt	Rick Zimbone	
9	FY2014 GF Operating Budget		Adopt	Adopt	(Kate) Dan	Dick Reilly	
10	FY2014 RTS Enterprise Fund Budget		Adopt	Adopt	John	Rick Zimbone	
11	FY2014 Sewer Enterprise Fund Budget		Adopt	Adopt	John	Dick Reilly	
12	FY2014 Water Enterprise Fund Budget		Adopt	Adopt	John	Rick Lunetta	
13	Continue Dept Revolving Funds		Adopt	Adopt	Dan	John Connelly	
14	Estab. Revolving Fund - Facility Activity		Adopt	Adopt	Dan	Rick Lunetta	
15	Expend State Funds for Public Ways		Adopt	Adopt	Matt	Gary McNeill	
16	Betterment Street - Booth St.		Adopt	Adopt	Matt	Louise Miller	
17	Extinguish Sewer Easement - Dale St.		Adopt	No position	John	---	
18	Interim Regs for Medical Marijuana		Adopt	No position	MPH	---	
19	Zoning - Dimensional Regulations		Adopt	Adopt	MPH	John Connelly	
20	Zoning - Definitions		Adopt	No position	MPH	---	
21	Zoning - Dimens'l Ctrl's Exempt Uses		Adopt	Adopt	MPH	Gary McNeill	
22	Zoning - Dimens'l Regs Mixed Use 128		Adopt	Adopt	MPH	John Connelly	
23	By-Law - Marijuana on Public Prop		Adopt	Adopt	MPH	Richard Creem	
24	By-Law - Alcoholic Bevs on Public Prop		Adopt	Adopt	MPH	Richard Creem	
25	Gen. By-Law - Type/Length of Contracts		Adopt	Adopt	Dan	Dick Reilly	
26	Gen. By-Law - Private Ways		Adopt	Adopt	Dan	John Connelly	
27	Gen. By-Law - Signs	Amend	Adopt	RATM	MPH	Dick Reilly	
28	Lease of Rails Corridor			RATM	John	Dick Reilly	
29	Re-determine Sewer Betterment Rate		Adopt	Adopt	John	Richard Creem	
30	CPA: Community Housing Specialist		Adopt	Adopt	Dan	Lisa Zappala	Janet Bernardo
31	CPA: Open Space and Recreation Plan		Adopt	Adopt	MPH	Lisa Zappala	Gary Crossen
32	CPA: Trail Design - Reservoir, Ridge Hill		Adopt	Adopt	MPH	Lisa Zappala	Lita Young
33	CPA: Newman Fields/Eastman Conserv.		Adopt	Adopt	Matt	Lisa Zappala	Paul Siegenthaler or Gary Crossen
34	CPA: Newman Presch Playgd Resurf		Adopt	Adopt	Matt	Lisa Zappala	Sam Bass Warner
35	CPA: Mills Field Park Design		Adopt	Adopt	MPH	Lisa Zappala	Reg Foster
36	CPA: Community Farm Soil Imprvments			Adopt	MPH	Richard Creem	Mike Foster
37	CPA: Approp. to Comm. Preserv Fund		Adopt	Adopt	Dan	Louise Miller	
38	Rescind Debt Authorizations		Adopt	Adopt	Matt	Gary McNeill	
39	General Fund Cash Capital		Adopt	Adopt	Matt	Dick Reilly	
40	Pollard Boiler Replacement			Adopt	Matt	Rick Zimbone	
41	Pub. Works Infrastructure Program		Adopt	Adopt	Matt	Louise Miller	
42	DPW Complex Renovations			Adopt	Matt	Louise Miller	
43	RTS Enterpr. Fund Cash Capital		Adopt	Adopt	John	Rick Zimbone	
44	Appropriate for RTS Construction Equip		Adopt	Adopt	John	Rick Zimbone	
45	Sewer Enterpr. Fund Cash Capital		Adopt	Adopt	John	Rick Lunetta	
46	Water Enterpr. Fund Cash Capital		Adopt	Adopt	John	Rick Lunetta	
47	St. Mary's Pump Station			Adopt	John	Richard Creem	
48	Athletic Facility Fund		Adopt	Adopt	John	Rick Lunetta	
49	Capital Improvement Fund			RATM	Matt	Rick Lunetta	
50	Capital Facility Fund			RATM	Dan	Rick Lunetta	
51	Omnibus			RATM	Dan	--	

2013 SPECIAL TOWN MEETING STATUS OF ARTICLES April 19, 2013

Article	Title	Status	BOS Rec.	FC Rec.	BOS Member	FC Member	CPC Member
1	Appropriate for Tree Inventory Grant Matching Funds				MPH	Lisa Zappala	
2	Appropriate for Waste Containers				John	Rick Zimbone	
3	Amend the FY 2013 Operating Budget				Matt	Dick Reilly	
4	Amend FY 13 Sewer Enterprise Fund Budget				John	Louise Miller	
5	Amend Zoning By-Law Lot Width Definition				MPH	John Connelly	
6	Amend General By-Law Type and Length of Contracts				Dan	Richard Creem	
7	Amend TIF Plan & Agreement				Dan	Dick Reilly	
8	Rescind Bond Authorization				MPH	Gary McNeill	
9	General Fund Cash Capital				Matt	Dick Reilly	
10	Appropriate for Sewer Line Construction				John	Richard Creem	
11	Compensated Absence Fund				Dan	Rick Lunetta	



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

MEETING DATE: 04/23/2013

Agenda Item	Committee Reports
Presenter(s)	Board Discussion

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	<i>Board members will report on the progress and / or activities of their Committee assignments.</i>		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	(Describe backup below)		
	None		

**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)	Ed Davis
Event Manager Address	1191 Greendale Ave
Event Manager Phone Number	781-247-0158
Organization Representing (if applicable)	St. Sebastian's School
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	25 th + 50 th Reunion Dinner
Date of Event	5/17/13
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: 6:00 TO: 10:00
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES \$ 30 /per ticket <input type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES \$ /per ticket <input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
How many people are you expecting at this event?	75
Name & address of event location. Please attach proof of permission to use this facility.	
Ward Hall	
Who will be serving the alcohol to your guests?	
Sage Dining Services	
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	
The Bartenders	
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.	
Bartenders will serve drinks to guests at the bar	
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))	
Event Manager Signature:	Date:
	4/17/13

Friday, May 17

25th Reunion Reception & Dinner (1988)

6:00 p.m.

50th Reunion Reception & Dinner (1963)

6:00 p.m.

* both receptions and dinners will be held in the Birmingham Academic Building

Saturday, May 18

Headmaster's Luncheon (Classes of 1945-63)

12:00 p.m.

* to be held at the Headmaster's House (57 South Street, behind Athletic Fields)

Campus Tours and Sporting Events

2:00 p.m.

* tours to start from the Birmingham Academic Building

* Arrows baseball and lacrosse games will be on the fields

Alumni Memorial Mass (All Reunion Years)

4:30 p.m.

* to be held in the Chapel of St. Sebastian

Reunion Cocktail Reception (All Reunion Years)

5:15 p.m.

* to be held in Arrows Hall outside the Flynn Family Gymnasium

* Class photos to be taken

Reunion Clambake (All Reunion Years)

6:30 p.m.

* to be held in Ward Hall (Birmingham Academic Building)

Directions

From 128 North

- Exit 18 (Great Plain Ave.)
- Right off ramp
- Left at light onto Greendale Ave.

From 128 South

- Exit 18 (Great Plain Ave.)
- Left off ramp
- Left at light onto Greendale Ave.



Parking = P
* Direction at Church



Register by completing this form and submitting with payment in the envelope provided.

You can also register online at www.stsebastiansschool.org.*

* A link to Reunion information can be found under the "Quicklinks" tab.

Personal Information

Name _____ Class _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

Spouse/Guest _____

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 3/12/2013 Expires: 3/2/2016
ID#: 3422647 D.O.B.: XXXXXXXXX

NICOLE PHILLIPS
13 W End Ave
Middleboro, MA 02346-1920

For service visit us online at www.gettips.com
Michael Marcantonio, 64

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 3/12/2013 Expires: 3/2/2016
ID#: 3422642 D.O.B.: XXXXXXXXX

BRIANNA L ALBERT
13 W End Ave
Middleboro, MA 02346-1920

For service visit us online at www.gettips.com
Michael Marcantonio, 64

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 3/12/2013 Expires: 3/2/2016
ID#: 3422643 D.O.B.: XXXXXXXXX

CHIARA PHILLIPS
13 W End Ave
Middleboro, MA 02346-1920

For service visit us online at www.gettips.com
Michael Marcantonio, 64

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 3/12/2013 Expires: 3/2/2016
ID#: 3422644 D.O.B.: XXXXXXXXX

JENNIFER L PETTEY
13 W End Ave
Middleboro, MA 02346-1920

For service visit us online at www.gettips.com
Michael Marcantonio, 64

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 3/12/2013 Expires: 3/2/2016
ID#: 3422639 D.O.B.: XXXXXXXXX

DEBORAH G CARLINO
13 W End Ave
Middleboro, MA 02346-1920

For service visit us online at www.gettips.com
Michael Marcantonio, 64

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 3/12/2013 Expires: 3/2/2016
ID#: 3422640 D.O.B.: XXXXXXXXX

MICHAEL E RAYNER
13 W End Ave
Middleboro, MA 02346-1920

For service visit us online at www.gettips.com
Michael Marcantonio, 64

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 3/12/2013 Expires: 3/2/2016
ID#: 3422641 D.O.B.: XXXXXXXXX

ALLISON J PICKERING
13 W End Ave
Middleboro, MA 02346-1920

For service visit us online at www.gettips.com
Michael Marcantonio, 64

TIPS On Premise SSN: XXX-XX-XXXX
Issued: 3/12/2013 Expires: 3/2/2016
ID#: 3422638 D.O.B.: XXXXXXXXX

NICOLE M RILEY
13 W End Ave
Middleboro, MA 02346-1920

For service visit us online at www.gettips.com
Michael Marcantonio, 64

Ward Hall

5-27-13

25th/50th Reunion

Cocktail Hour

6-7 PM

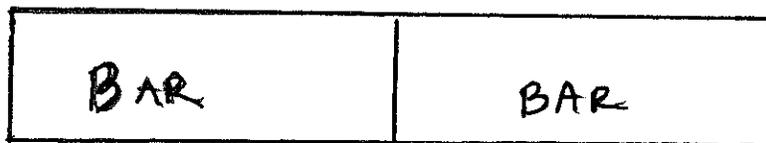
Registration Table
in
foyer

- Both Reunion Yrs meet in Ward Hall
- A/C on low
- Keep Hardwood Floor lights dim during Cocktail Hour

- Flowers are coming
- Linens are Black cloth to floor w/white napkins

Hor d'œuvres

White linen w/black
skirting



Podium
(Video)

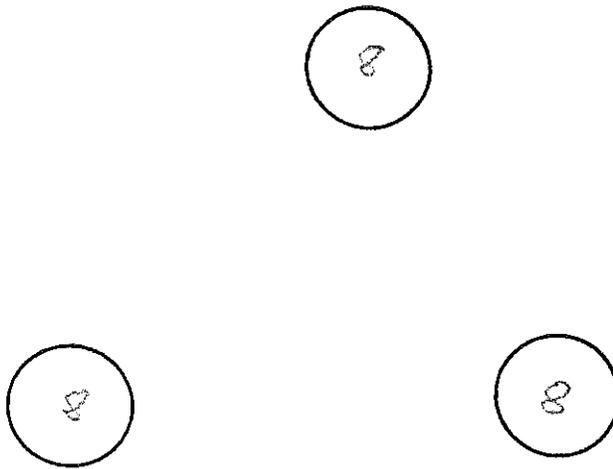
Screen
Down

McCulloch Room
25th Reunion
5-17 @ 7 PM

- All other tables removed from room
- Bathrooms across hall should be cleaned

- A/C on low
- Black cloth to floor w/ white napkins
- Flowers Coming

Gift Table



BAR

Coffee (sample)



Buffet

- White Lines
- Black Skirting

* Piano out of room
into back room

Ward Hall
50th Reunion Dinner
5-27-13 7PM

Video
Podium

Podium

8

8

8

8

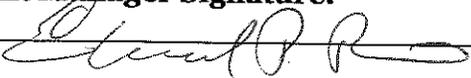
6

6

Gift Table

BAR	BAR
-----	-----

**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)	Ed Davis		
Event Manager Address	1191 Greendale Ave		
Event Manager Phone Number	781-247-0158		
Organization Representing (if applicable)	St. Sebastian's School		
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	Reunion 2013		
Date of Event	5/18/13		
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: 6	TO: 10	
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES \$ 60 /per ticket	<input type="checkbox"/> NO	
Is there an admission fee for this event?	<input type="checkbox"/> YES \$ /per ticket	<input checked="" type="checkbox"/> NO	
Are you using dues collected to purchase alcohol for this event?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
How many people are you expecting at this event?	250		
Name & address of event location. Please attach proof of permission to use this facility.	Ward Hall		
Who will be serving the alcohol to your guests?	Sage Dining Services		
Bartenders and/or servers of alcohol, beer and/or wine must have completed in the past three years an appropriate Massachusetts alcoholic beverages server-training program. Please state below who will be serving alcohol, beer and/or wine and attach proof of their training (certificate).	The bartenders.		
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.	Bartenders will serve the guests drinks at the bar		
<input checked="" type="checkbox"/> I understand that the alcohol purchased for this event must be purchased from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer-brewery or special permit holder and that I have received a current list of wholesalers. (A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. (MGL Ch. 138, Sec 14, 23; 204 CMR 7.04))			
Event Manager Signature:	Date:		
	4/5/13		

TENNIS COURTS

Hors D'Oeuvres

STAIRS FACING FRONT TOWARD DRIVEWAY

TRIPLE BAR
IN FRONT OF SEAMS
OFFICE

House

walkway

walkway

REGISTRATION TABLE

driveway

sidewalk

ART CENTER

REUNION COCKTAIL HOUR
ARROWS HALL/OUTSIDE
5-17-13

video podium

screen down podium w/ mic

gifts

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

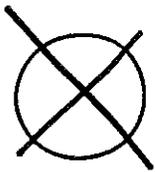
10

10

10

10

10



* put Class Years on tables

10

10

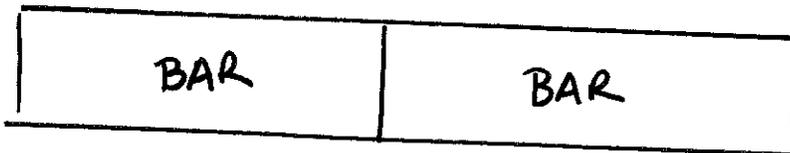
10



* white cloths red + black napkins

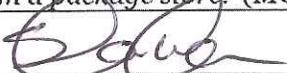


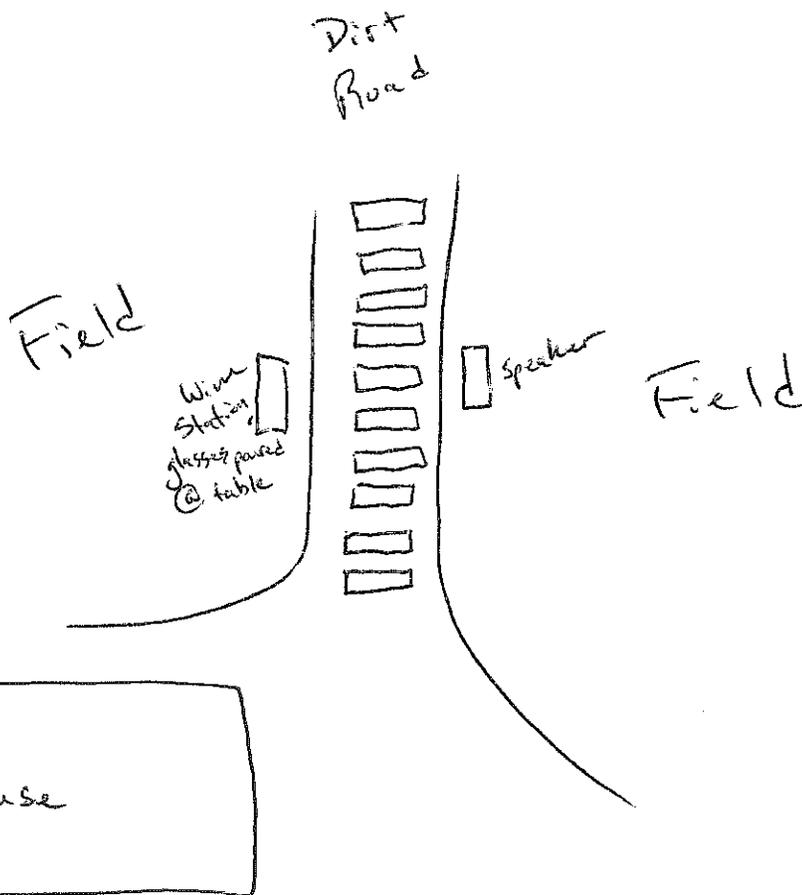
* outside Ward Hall gift table



**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)	Steve Volante		
Event Manager Address	799 Central Ave Needham, MA 02492		
Event Manager Phone Number	781-964-1821		
Organization Representing (if applicable)	Volante Farms		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input type="checkbox"/> Non-profit	<input checked="" type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	Dinner in the Field		
Date of Event	7/13/13		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM:	TO:	
	6 pm	10 pm	
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES	\$ 120/per ticket	<input type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES	\$ /per ticket	<input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
How many people are you expecting at this event?	100 - 125		
Name & address of event location. Please attach proof of permission to use this facility.	Volante Farms, XXXXXXXXXX 226 Brookside Rd, In the field		
Who will be serving the alcohol to your guests?	Steve Volante: Tips Certified		
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).	see above and attached.		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	Guests will be served a small wine pairing with each course at their table.		
<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: 4/11/13



Store
(Volante Farms)



TIPS On Premise 2.0 SSN: XXX-XX-XXXX

Issued: 7/31/2012

Expires: 7/31/2015

ID#: 3285670

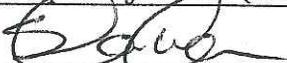
D.O.B.: XX/XX/XXXX

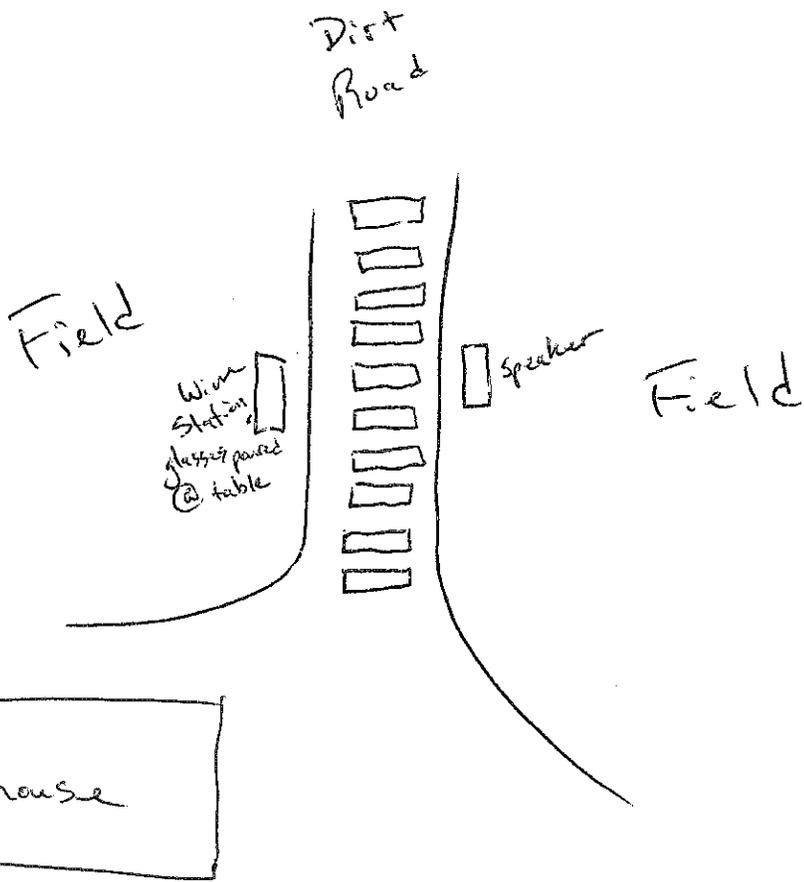
Steven Volante
Volante Farms
799 Central Ave
Needham, MA 02492-2013

For service visit us online at www.gettips.com

**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)	Steve Volante		
Event Manager Address	799 Central Ave Needham, MA 02492		
Event Manager Phone Number	781-964-1821		
Organization Representing (if applicable)	Volante Farms		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input type="checkbox"/> Non-profit	<input checked="" type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	Dinner in the Field		
Date of Event	8/3/13		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM: 6pm	TO: 10pm	
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES	\$120/per ticket	<input type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES	\$ /per ticket	<input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO
How many people are you expecting at this event?	100 - 125		
Name & address of event location. Please attach proof of permission to use this facility.	Volante Farms, XXXXXXXXXX , 226 Brooks Rd. In the field		
Who will be serving the alcohol to your guests?	Steve Volante: Tips Certified		
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).	see above and attached		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	Guests will be served a small winepairing with each course at their table.		
<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: 4/11/13



TIPS TIPS On Premise 2.0 SSN: XXX-XX-XXXX
 Issued: 7/31/2012 Expires: 7/31/2015
 ID#: 3285670 D.O.B.: XX/XX/XXXX

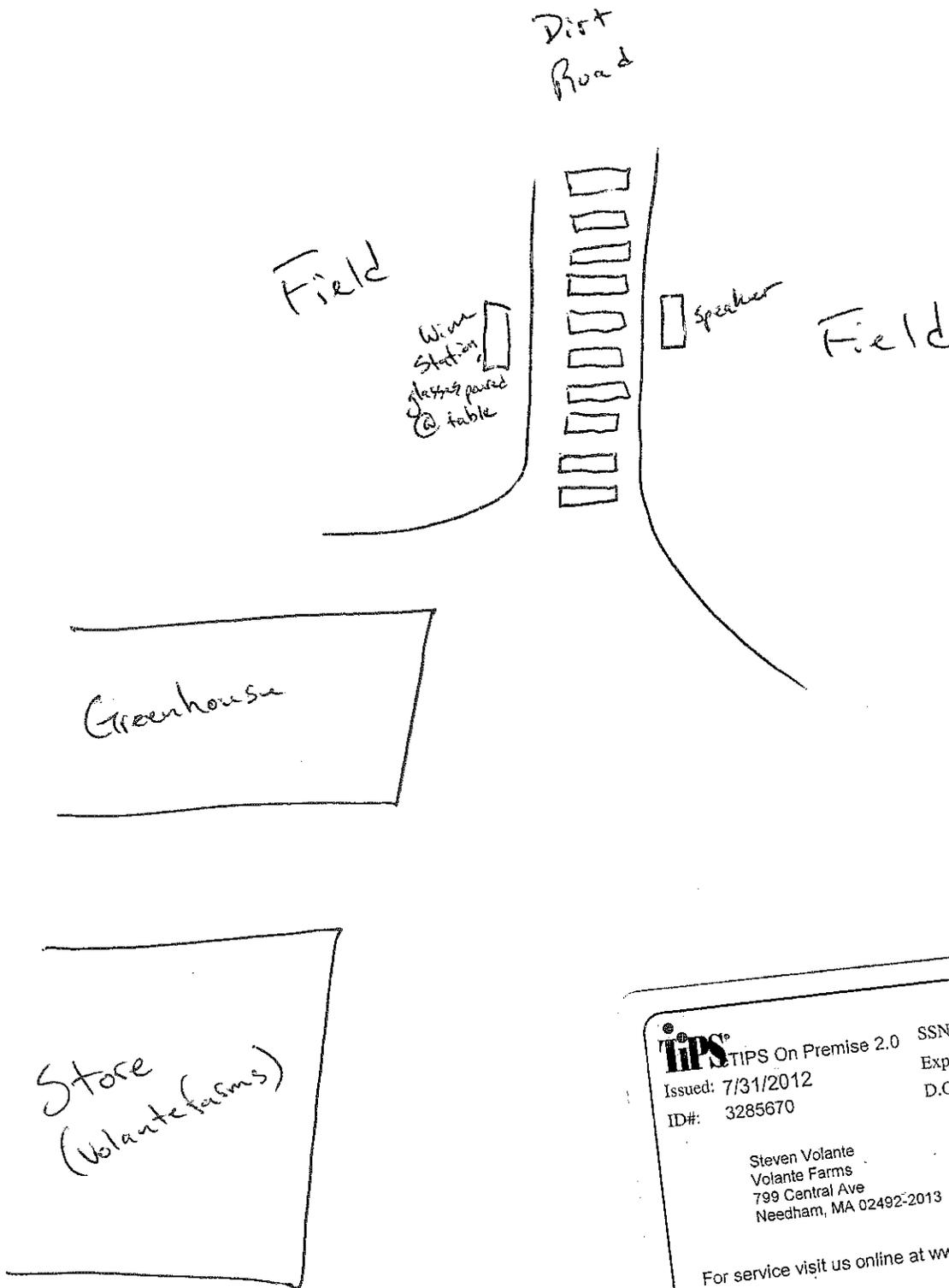
Steven Volante
 Volante Farms
 799 Central Ave
 Needham, MA 02492-2013

For service visit us online at www.gettips.com

**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)	Steve Volante		
Event Manager Address	799 Central Ave Needham, MA 02492		
Event Manager Phone Number	781-964-1821		
Organization Representing (if applicable)	Volante Farms		
Is the organization (if applicable) you are representing non-profit? If so, please attach proof of non-profit status.	<input type="checkbox"/> Non-profit	<input checked="" type="checkbox"/> For profit	
	<input type="checkbox"/> Proof of non-profit status is attached Form of Proof: _____		
Name of Event	Dinner in the Field		
Date of Event	8/24/13		
License is for Sale of:	<input checked="" type="checkbox"/> Wines & Malt Beverages Only <input type="checkbox"/> All Alcoholic Beverages (for non-profit groups only)		
Requested Time for Liquor License	FROM: 6pm	TO: 10pm	
Are tickets being sold in advance for this event?	<input checked="" type="checkbox"/> YES	\$120/per ticket	<input type="checkbox"/> NO
Is there an admission fee for this event?	<input type="checkbox"/> YES	\$ /per ticket	<input checked="" type="checkbox"/> NO
Are you using dues collected to purchase alcohol for this event?	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO
How many people are you expecting at this event?	100 - 125		
Name & address of event location. Please attach proof of permission to use this facility.	Volante Farms, XXXXXXXXXX 226 Brookside Rd, In the field		
Who will be serving the alcohol to your guests?	Steve Volante: Tips Certified		
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).	See above and attached.		
Please use the space below to describe the manner in which alcohol will be served to your guests. (For example, will guests be served alcohol or will they need to purchase it from the bar?) Please attach floorplan (can be hand drawn) of the event facility with liquor delivery plan.	Guests will be served a small winepairing with each course at their table.		
<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: 4/11/13



TIPS TIPS On Premise 2.0
 Issued: 7/31/2012
 ID#: 3285670

SSN: XXX-XX-XXXX
 Expires: 7/31/2015
 D.O.B.: XX/XX/XXXX

Steven Volante
 Volante Farms
 799 Central Ave
 Needham, MA 02492-2013

For service visit us online at www.gettips.com



ROTARY CLUB OF NATICK, INC.
P.O. BOX 16, NATICK, MASSACHUSETTS 01760

police ✓ PRR ✓
Fire ✓ DPW ✓

April 4, 2013

Chief Philip E. Droney
Needham Police Department
99 School Street
Needham, MA 02492

RE: 10th Annual "Tour de Natick"

Dear Chief Droney:

Natick Rotary is planning for its 10th Annual "Tour de Natick" bike ride on Sunday, Father's Day, June 16, 2013. The event is to raise money for scholarships and other support to Natick Students. We are hoping for a turnout of 400+ riders.

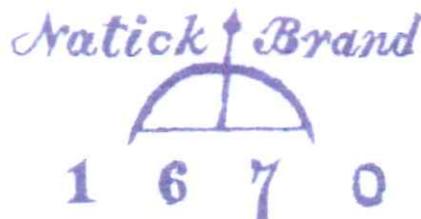
The Rotary Club of Natick has supported the students of Natick over the years by awarding scholarships to our graduating seniors and providing every third grader in the Natick School system with their own personalized dictionary.

The event will be held "rain or shine" and the start and finish lines will be at the Natick Common. There will be two routes, a 25-mile and a 6-mile course. The 25-mile ride will start at 8:00 a.m. and the 6-mile ride will start at 11:00 a.m. The 25-mile course will go through parts of Natick, Dover, Needham, and Sherborn. We expect the entire event to be finished by 2:00 p.m.

Registration fees will differ pursuant to each event as follows:

- Six mile ride: \$55 family, \$30 individual rider, teachers ride free; includes t-shirt for all riders, commemorative ribbon, and food at the finish line.
- 25-mile ride: \$65 rider, teachers ride free; includes t-shirt for all riders, commemorative ribbon, and food at the finish line.

The Tour de Natick will require that all riders wear helmets and sign appropriate waiver forms. Food and t-shirts will be available for sale for non-participants of the Ride. There will be a barbeque and entertainment at the finish line.



Chief Philip E. Droney
Needham Police Department
Page Two
April 4, 2013

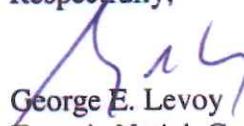
RE: 10th Annual "Tour de Natick"

For further information, please see our website at <http://www.tourdenatick.org>
Registrations will be available through mail, website and on-site the day of the event.
Cash, credit cards or checks made out to Natick Rotary will all be accepted.

Since this ride will be going through the Towns indicated above, I would
respectively request that you contact me with any concerns.

If there should be any questions, kindly do not hesitate to contact me at (508) 655-
1960. Thank you for your anticipated cooperation with this important event.

Respectfully,



George E. Levoy
Tour de Natick Committee
Natick Rotary
74 West Central Street
Natick, MA 01760
Daytime Ph. (508) 655-1960
Cell Ph. (508) 320-7877

Nikki Witham

From: Matthew Forbes
Sent: Tuesday, April 16, 2013 12:00 PM
To: Nikki Witham
Subject: Natick rotary "Tour de Natick"
Attachments: 04152013142316432.pdf

Hi Nikki – Not sure if you rec'd this letter from the Natick Rotary bike ride 6/16/2013. I've attached a copy of the letter we rec'd. I think last year this was all that we required them to submit. The PD does approve the route/event. It is their 10th year and the route has a minimal impact on Needham. It does require some police assistance from our shift. There is also a 2nd event that day Have2Run, but they shouldn't interfere with each other.

I talked to Natick Rotary organizer George Levoy he expects about 40-50 riders through Needham and the route is the same as last year.

Route: Coming from Dover: down Charles River St. to South, back up Fisher St; left on Central Ave to Dover.

Matt

Town of Needham
Water Sewer Billing System
Adjustment Form

DEPARTMENT OF PUBLIC WORKS

TO: TOWN TREASURER AND COLLECTOR
cc: TOWN ACCOUNTANT, WATER AND SEWER SUPERINTENDENT

WHEREAS the appropriate divisions of the Department of Public Works have submitted to you the following commitment(s) on the dates listed below for the collection of water, sewer revenue and

WHEREAS certain inadvertent error(s) were made in said commitment(s), it is hereby requested that you abate these particular account(s) in the amount(s) stated below.

Water Sales:	-\$211.50
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$2,642.95
Transfer Station Charges:	\$0.00
Total Abatement:	-\$2,854.45

Order #: 1160

Read and Approved: 4/19/2013


Assistant Director of Public Works


Director of Public Works

For the Board of Selectmen

Date: 4/23/2013

**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
DB	Kaplan	John	5435	18488	125	Oxbow Road	\$0.00	\$0.00	-\$1,174.05	-\$1,174.05	ACC	N
DB	Akar	John	31537	9858	69	Franklin Street	\$0.00	\$0.00	-\$970.00	-\$970.00	ACC	N
JO	Council on Aging (2)						\$0.00	-\$211.50	-\$498.90	-\$710.40	COA	N

Total: -\$2,854.45

ALSO, LET THIS SERVE AS AUTHORIZATION TO ABATE ANY PENALTY OR INTEREST WHICH HAS ACCRUED DUE TO THE NON-PAYMENT OF AMOUNTS AS STATED ABOVE.

Legend:

- O.I. = O.I. reading slower than inside meter causing large bill when inside meter is read.
- TWN = Town Project caused damage to private property
- EC = Extenuating Circumstances
- Equip = Equipment Malfunction
- UEW = Unexplained water loss
- ACC = Accidental Water Loss
- BP = Billing Period beyond 100 days
- COA = Council on Aging

**Town of Needham
Board of Selectmen
Minutes for March 19, 2013
Needham Town Hall**

- 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 Vice Chairman Daniel P. Matthews. Those present were John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.
- 7:00 p.m. Public Hearing - New Wine & Malt Beverages Permit for a Restaurant - 669 Highland Avenue - 3 Squares:
Roy Cramer, Attorney, Aaron Krug, Proprietor, and Sheila Perino, Manager appeared before the Board to discuss an application for a new Wine & Malt Alcoholic License for Rockets Restaurant Group LLC d/b/a 3 Squares, located at 669 Highland Avenue. Mr. Cramer told the Board Mr. Krug purchased the premises formerly occupied by Bickford's Restaurant. He said Mr. Krug has not operated a restaurant for the 12 month period immediately preceding the application and is asking the Board for a waiver on this requirement, as may be granted per Town of Needham Liquor Regulations. Mr. Cramer said Ms. Perino has restaurant experience and is TIPS and ServSafe certified, and that Mr. Krug will be TIPS certified within a few weeks. Mr. Cramer said Temple Beth Shalom received an abutter notification by certified mail. He said there has been no communication by the Temple regarding the notice.
- Motion by Mr. Bulian that (a) the Board of Selectmen approve the application for a Common Victualler license, grant the request for a waiver for not operating a restaurant for the 12 months immediately preceding this application, and approve the application for a new Wine & Malt Alcoholic License under the Town of Needham Rules and Regulations Applicable to the Sale of Alcoholic Beverages in Restaurants and Function Rooms with a Seating Capacity of Less than 100 Persons for Rockets Restaurant Group, d/b/a 3 Squares, Aaron M. Krug Manager, and forward the approved application to the ABCC for an approval of the liquor license and (b) that the Board of Selectmen determine that the granting of the license is not detrimental to the educational and/or spiritual activities of Temple Beth Shalom.**
Second: Mr. Handel. Unanimously approved 4-0.
- 7:10 p.m. Public Hearing - Special Permit - 24 Hour Operation for Retail Sale of Food:
George Guinta, Attorney appeared before the Board to discuss an application submitted by 7-Eleven, 173 Chestnut Street, Needham, MA for a Special Permit for a 24 Hour Operation for Retail Sale of Food. Ryan Lawler and Chuck Polechronis, representatives for 7-Eleven were in attendance. Mr. Guinta said most 7-Eleven shops are open 24 hours. He stated with the close proximity to the hospital, 7-

Eleven believes it makes good business sense to be open 24 hours. He stated that several inquiries have been received asking when the 7-Eleven will be open for 24 hours service.

Mr. Bulian suggested the store be in business for one full year before requesting a special permit for extended hours. He asked if neighbors have been contacted.

Mr. Borrelli asked about employees working the late night shift, and why a 24 hour permit was not requested as part of the original application.

Mr. Handel said it is a change in use to the location, and it is prudent to let the business become more accepted by neighbors before issuing a special permit.

Mr. Matthews concurs with the Board that it would be better to have some experience before extending the hours.

Mr. Guinta and representatives from 7-Eleven decided to withdraw the application.

7:30 p.m.

On-Line Payment:

David Davison, Assistant Town Manager/Director of Finance, Roger MacDonald, Director of MIS, and Evelyn Poness, Treasurer/Collector appeared before the Board to discuss phase one of the Town's future offerings to customers to pay certain bills online. Ms. Poness said Needham residents can now pay water and sewer bills online through the Town's website to a secure online site. She said the customer has the option to make an electronic debit payment from their bank account with no added fee by the Town, or pay by credit card with a processing fee charged by the online service. The new site was viewed and the Board discussed future plans for the service. The Board thanked Mr. Davison, Mr. MacDonald, and Ms. Poness for their work.

7:45 p.m.

Town Manager:

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

1. Statement of Interest

Ms. Fitzpatrick told the Board the School Committee voted on March 5, 2013 to authorize the Superintendent to submit to the MSBA Statements of Interest for the Hillside School, Mitchell School, and Pollard School. She said a vote of the Board of Selectmen is also required.

Motion by Mr. Handel that Board of Selectmen vote as follows:

Resolved: Having convened in an open meeting on March 19, 2013, the Board of Selectmen of Needham, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated March 5, 2013 for the Hillside School located at 28 Glen Gary Road, Needham, Massachusetts, which describes and explains the following deficiencies and the

priority categories for which an application may be submitted to the Massachusetts School Building Authority in the future; Priority No. 2: Elimination of severe overcrowding, and Priority No. 7: Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town to filing an application for funding with the Massachusetts School Building Authority.

Resolved: Having convened in an open meeting on March 19, 2013, the Board of Selectmen of Needham, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated March 5, 2013 for the Mitchell School located at 187 Brookline Street, Needham, Massachusetts, which describes and explains the following deficiencies and the priority categories for which an application may be submitted to the Massachusetts School Building Authority in the future; Priority No. 2: Elimination of severe overcrowding, and Priority No. 7: Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town to filing an application for funding with the Massachusetts School Building Authority.

Resolved: Having convened in an open meeting on March 19, 2013, the Board of Selectmen of Needham, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated March 5, 2013 for the Pollard School located at 200 Harris Avenue, Needham, Massachusetts, which describes and explains the following deficiencies and the priority categories for which an application may be submitted to the Massachusetts School Building Authority in the future; Priority No. 2: Elimination of severe overcrowding, and Priority No. 7: Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements; and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or

commits the Town to filing an application for funding with the Massachusetts School Building Authority.

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

7:50 p.m.

Consent Agenda:

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

APPOINTMENTS

Bob Hentschel Downtown Streetscape Working Group (Term Expires 12/31/2013)

Ann Cosgrove Registrar of Voters (Term Expires 6/30/2015)

Ashok Mehta Human Rights Committee (Term Expires 6/30/2015)

CONSENT AGENDA

- 1. Accept \$50 donation made to the Needham Fire Department's Student Awareness of Fire Education program from Jeanne and Stephen Carey.**
- 2. Accept \$300 donation made to the Needham Cultural Council from the Needham Running Club. The Council would like to use the funds on a future Council event.**
- 3. Approve a Special One Day Wines and Malt Beverages license from Sheila Eisenstadt of the Broadmeadow PTC, to hold its "It's a Spring Thing" event on Friday, April 5, 2013 from 6:30 p.m. to 12:00 a.m. in Powers Hall at Needham Town Hall, 1471 Highland Avenue, Needham.**
- 4. Accept \$750 donation made to the Needham Health Department's Gift of Warmth fund from the Missions & Outreach Ministry at the First Baptist Church in Needham.**
- 5. Accept donation made to the Revitalization Trust Fund from the following resident: Daniel Matthews- \$ 100.**
- 6. Sign the Warrant for the Annual Special State Primary scheduled for April 30, 2013.**
- 7. Approve a request from the Needham Track Club to hold "The Great Bear Run" road race on Sunday, May 5, 2013 from 10:00 a.m. to 2:45 p.m. on the grounds of the Pollard Middle School. The route has been approved by the following departments, DPW, Police, Fire and Park and Recreation.**
- 8. Approve a request from Sean Madsen of Bikes Not Bombs for its event to be held on June 2, 2013. It is a bike-a-thon event that will have cyclists riding through a portion of Needham during the 40 mile route of the ride, as well as the return path of the 60 mile ride. The Needham portion of the route has been approved by the DPW, Police, Fire and Park and Recreation departments.**
- 9. Designate the Online TIPS Off Premise Course and the Safe ID Check Alcohol Server Training offered by J.B.S. Professional Services, LLC as approved courses in alcohol safety training, which are required in sections 10.1.5 and 10.1.6 in the Town Of Needham Regulations For The Sale Of Alcoholic Beverages.**
- 10. Approve the experimental Traffic Regulation in accordance with the Needham Traffic Rules and Regulations Section 3-6 for Great Plain Avenue; One**

Handicap Parking spot, and one 15 minute Parking spot, in front of the former Eaton Square Right of Way adjacent to MBTA Right of Way as shown on the attached sketch.

11. Approve and forward with all supporting documents, to the ABCC, a Petition for Change of License: Pledge of License/Stock for Lianos Liquors, Inc. d/b/a Needham Center Wine and Spirits, 1013 Great Plain Avenue. Application was submitted at the request of ABCC investigator Brad Doyle.
12. Water & Sewer Abatement Order #1158
13. Approve minutes from January 8, 2013, February 26, 2013 and March 5, 2013.
14. Grant permission for the following residents to hold a Block Party:

Name	Address	Party Location	Date	Rain Date	Time
Debra Boyer	21 Sterling Rd.	Sterling Rd.	6/8/13	6/9/13	12:00-8:00pm

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

2. Highland Avenue/Needham Street Corridor

Ms. Fitzpatrick told the Board that the staff of the Boston Region MPO recently completed its evaluation of projects being considered for the federal fiscal years (FFY's) 2014-2017. She said the evaluation criteria are based on the MPOs visions and priorities; system preservation, modernization and efficiency, livability and economic benefit, mobility, environment and climate change, environmental justice, and safety and security. She said the Highland Avenue/Needham Street corridor received the highest ranking on the list. Ms. Fitzpatrick recommended the Board send a letter of support to the MPO for the project and the project ranking.

Motion by Mr. Borrelli that the Board vote to approve and authorize the chairman to sign a letter of support for the MPO evaluation of the Highland Avenue/Needham Street corridor.

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

3. Mixed Use 128 Zoning Proposal

Ms. Fitzpatrick recommended that the Board of Selectmen forward a letter to the Planning Board in support of the proposal to amend the zoning for the Mixed Use 128 Zoning District.

Motion by Mr. Handel that the Board endorse a letter to the Planning Board in support of the proposal to amend the zoning By-law for the Mixed Use 128 District under Article 23.

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

4. Open Special Town Meeting Warrant

Ms. Fitzpatrick reviewed a draft of the Special Town Meeting Warrant for the May 13, 2013 Special Town Meeting. Ms. Fitzpatrick discussed appropriations for tree inventory grant matching funds, a waste container request from the RTS, line item transfers, zoning items from the Planning Board, and amendment of general by-law

regarding type and length of contracts. She asked the Board to open the Special Town Meeting warrant.

Motion by Mr. Bulian that the Board vote to call for a Special Town Meeting and open the warrant for the meeting to be held on May 13, 2013 at the Needham Town Hall.

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

5. Annual Town Meeting Warrant

Ms. Fitzpatrick reviewed with the Board the revised draft of the Annual Town Meeting Warrant. Ms. Fitzpatrick mentioned a change to include all capital items in the cash capital, per the request of the Finance Committee, and changes in funding requests for Article 43 - Appropriate for DPW Complex Renovations and Article 41 - Appropriate for Pollard Boiler Replacement. She asked the Board to accept the revised Annual Town Meeting Warrant dated March 15, 2013.

Motion by Mr. Bulian that the Board vote to accept the revised Annual Town Meeting Warrant dated March 15, 2013 subject to technical corrections.

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

8:00 p.m. Board Discussion:

1. Special Election

The Board discussed the process for filling the vacancy on the Board of Selectmen created by the untimely death of Jerry Wasserman. Mr. Matthews noted June 25, 2013, is election day to fill the U.S. Senate seat in Massachusetts, and suggested this date for the special election.

Motion by Mr. Bulian that the Board of Selectmen vote to call for a Special Town Election to be held on Tuesday, June 25, 2013 for the purpose of filling the vacancy on the Board of Selectmen until the Annual Town Election on April 8, 2014.

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

2. Town Manager Performance Evaluation

Mr. Matthews stated in accordance with the Board's policies, the Board of Selectmen prepared an annual performance evaluation of the Town Manager. He said each member of the Board completes an evaluation that is then compiled into a consensus evaluation document containing a numerical average for each point of evaluation and a summary of the overall evaluation comments. The Board's policy, he said, calls for the overview to be released at a meeting of the Board of Selectmen. Mr. Matthews commented the evaluation is very strong. Mr. Handel commented it was an excellent evaluation and that Ms. Fitzpatrick is an asset to the Town. Mr. Bulian agreed with the comments made by Mr. Matthews and Mr. Handel. Ms. Fitzpatrick said it is a privilege to serve the Board and the Town.

**Motion by Mr. Handel that the Board vote to approve the Town Manager Consensus Evaluation Overview Document dated March, 19, 2013.
Second: Mr. Bulian. Unanimously approved 4-0.**

3. Committee Reports
No Reports were made.

8:10 p.m. Adjourn:
**Motion by Mr. Borrelli that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of March 19, 2013.
Second: Mr. Bulian. Unanimously approved 4-0.**

A list of all documents used at this Board of Selectmen meeting are available at:

<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>

**Town of Needham
Board of Selectmen
Minutes for April 10, 2013
Needham Town Hall**

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 Vice Chairman Daniel P. Matthews. Those present were John A. Bulian, Maurice P. Handel, Matthew D. Borrelli, Town Manager Kate Fitzpatrick, and Recording Secretary Mary Hunt.

7:00 p.m. Reorganization of the Board:
Tedi Eaton, Town Clerk, swore in newly elected Officials: Mr. Daniel P. Matthews.

The Board accepted nominations for re-organization of the Board of Selectmen:

**Motion by Mr. Bulian that the Board of Selectmen vote to nominate Daniel P. Matthews to serve as Chairman of the Town of Needham Board of Selectmen.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to nominate John A. Bulian to serve as Vice-Chairman of the Town of Needham Board of Selectmen.
Second: Mr. Borrelli. Unanimously approved 4-0.**

**Motion by Mr. Bulian that the Board of Selectmen vote to nominate Maurice P. Handel to serve as Clerk of the Town of Needham Board of Selectmen.
Second: Mr. Borrelli. Unanimously approved 4-0.**

**Motion by Mr. Bulian that the Board of Selectmen vote to approve the regular meeting schedule for the year.
Second: Mr. Borrelli. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board of Selectmen vote to appoint Sandy Cincotta to serve as Committee Secretary for the Town of Needham Board of Selectmen.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Bulian that the Board of Selectmen vote to appoint Mary Hunt to serve as Recording Secretary for the Town of Needham Board of Selectmen.
Second: Mr. Handel. Unanimously approved 4-0.**

7:05 p.m. Public Hearing - Level 3 Communications Petition for 128 A Street:

Fred York, Phoenix Communications appeared before the Board to discuss a petition from Level 3 Communications requesting permission to install a handhole and approximately 130 feet of conduit down A Street, Needham.

Motion by Mr. Bulian that the Board of Selectmen approve and sign a petition from Level 3 Communications to place a handhole in the sidewalk and then install approximately 130 feet of 4" sch 40 pvc conduit down A Street to another smaller handhole. Level 3 will cross A Street for approximately 90' to 77 A Street in Needham, and at this location will provide General Dynamics a fiber optic circuit.

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

7:08 p.m.

Appointments and Consent Agenda:

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

APPOINTMENTS

1. **Needham Community Revitalization Trust Fund** Bill Dermody (term expires 6/30/2014)

CONSENT AGENDA

1. **Approve continuation of the experimental Traffic Regulation in accordance with the Needham Traffic Rules and Regulations Section 3-6 for Great Plain Avenue for the period April 17, 2013 to May 16, 2013: One Handicap Parking spot, and one 15 minute Parking spot, in front of the former Eaton Square Right of Way adjacent to MBTA Right of Way.**
2. **Ratify a Special One Day Liquor License for Kathryn Lozano of the YMCA to have a "Going Away Celebration" on Wednesday, April 3, 2013 from 6:00 p.m. to 8:00 p.m. at the Charles River YMCA, located at 863 Great Plain Avenue, Needham.**
3. **Approve application for a 2013 Common Victualler license from Volante Farms Inc. located at 292 Forest Street, Needham.**
4. **Approve a request from Emma Bagnell of Have2Run Productions to hold its Father's Day 5K road race on Sunday, June 16, 2013 from 9:00 a.m. to 12:00 p.m. on the grounds of the LT. Mason Carter VFW Post on Junction Street and the surrounding streets. The route has been approved by the following departments, DPW, Police, Fire and Park and Recreation.**
5. **Grant permission for the Needham Business Association to use the Town Common and surrounding area for its Street Fair on Saturday, June 1, 2013 and Harvest Fair on Saturday, October 5, 2013. Permission includes any changes as recommended by the Needham Police Department.**
6. **Grant permission for free meter parking in the downtown area on Saturday, June 1, 2013 and Saturday, October 5, 2013 so that residents may enjoy the Street Fair and Harvest Fairs.**
7. **Approve Application for Deferral of Water & Sewer User Fees.**

8. **Accept a donation of \$700 made to Needham Youth Services from the Needham Community Council. They would like the monies to be used to sponsor the Youth Services' Project VAN.**
9. **Accept the following donations made to Needham Youth Services this year to date, to enhance Youth Services overall programming: \$5 from Carolyn Guttilla; \$50 from Sara Silva; \$100 from Sara Fruman; \$25 from Martha Gowetski; and \$5 from Stacie Shapiro.**
10. **Water & Sewer Abatement Order No.1159**
11. **Special Sewer Assessment Order No. 590**

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

7:09 p.m.

Babson College Scholarships:

Melissa Shaak, Director of Financial Aid, Babson College appeared before the Board to discuss scholarship recommendations to local residents from a fund made available to the Town of Needham from Babson College. Mr. Matthews acknowledged the relationship the Town has with Babson College in providing scholarships to Needham residents. Ms. Shaak said it is a pleasure for Babson College to support Needham residents with scholarships.

Motion by Mr. Borrelli that the Board of Selectmen vote to award the Town of Needham Babson Scholarships to the following applicants:

Kelsey Bronski	Current junior
Lauren Confort	Current junior
Anthony Elian	Current junior
Susanna Kroll	Current junior
Matthew Leskani	Current first-year student
Julia Salamone	Current sophomore
Nicholas Wong	Current sophomore

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

7:12 p.m.

Public Works Articles in 2013 Annual Town Meeting Warrant:

Rick Merson, Director of Public Works appeared before the Board to provide background information about Public Works articles in the Annual Town Meeting Warrant. Mr. Merson commented on Article 7 - Appropriate For Warner Field Renovation, Article 8 - Appropriate For LED Conversion, Article 16 - Betterment Street Acceptance - Booth Street, Article 17 - Extinguish Sewer Easement - Dale Street, and Article 26 - Amend General By-Law - Private Ways. The Board thanked Mr. Merson for the update.

7:25 p.m.

Zoning Articles in 2013 Annual Town Meeting Warrant:

Bruce Eisenhut, Chairman, Planning Board and Lee Newman, Director of Planning and Community Development appeared before the Board to provide background information about Planning Board articles in the Annual Town Meeting Warrant.

Ms. Newman commented on Article 19 - Amend Zoning By-Law - Dimensional Regulations, Article 20 - Amend Zoning By-Law - Definitions, Article 21 - Amend Zoning By-Law - Dimensional Controls for Exempt Uses, and Article 22 - Amend Zoning By-Law/Dimensional Regulations for Mixed-Use 128 Zoning District. Ms. Newman noted that one additional article noticed for public hearing, concerning the definition of lot width will be finalized at the Planning Board's meeting on April 16, 2013 and will appear on the Special Town Meeting Warrant. The Board thanked Ms. Newman and Mr. Eisenhut for the update.

Mr. Matthews commented on the medical marijuana by-law moratorium, sponsored by the Board of Selectmen. He noted an email and referenced comments made by the Planning Board concerning the moratorium. He wanted to clarify that a perceived view of the moratorium is to prevent marijuana dispensaries in Town or the law from being implemented. Mr. Matthews restated the view of the Selectmen is to work within the existing law and that the will of the voters stands. He noted however, ambiguity as to how the State was going to use its regulatory authority under the statute. He noted draft regulations from the state have been issued, and the framework assigns very broad authority to local authorities in implementing the statute providing the Town in no way interferes with people whose physicians have prescribed marijuana for health reasons and having access to it. He stated he believes no one in Town government is seeking to deny access to medical marijuana. He noted concern of public safety, substance abuse prevention, and the right of the public to the quiet enjoyment of their neighborhood. Mr. Matthews said many agencies in Town must consider by-laws consistent with the new statute. He also commented Town government and agencies must also consider the implications should the State of Massachusetts move to legalization of marijuana for recreational use in the Commonwealth. Mr. Matthews said the Board of Selectmen believes the Planning Board has a role in framing policies to address the issues.

Mr. Handel and Mr. Bulian concurred with the comments made by Mr. Matthews. Mr. Handel said the purpose of the moratorium is to gain time to implement the will of the voters in a meaningful way.

7:45 p.m.

Town Manager:

Kate Fitzpatrick, Town Manager appeared before the Board with 2 items to discuss:

1. Close Special Town Meeting Warrant

Motion by Mr. Bulian that the Board approve and close the May 13, 2013 Special Town Meeting Warrant as presented by the Town Manager subject to minor technical corrections to be made by the Town Manager, Town Counsel, and Bond Counsel.

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

2. Positions on Warrant Articles

The Board took positions on 2013 Annual Town Meeting Warrant Articles.

Motion by Mr. Bulian that the Board vote to support Article 3 - Establish Elected Officials' Salaries in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 4 - Accept Chapter 73, Section 4 of the Acts of 1986 in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board vote to support Article 5 - Appropriate for Needham Property Tax Assistance Program in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 6 - Appropriate for Facility Master Plan Study in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 7 - Appropriate for Warner Field Renovation in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 8 - Appropriate for LED Conversion in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 9 - Appropriate the FY2014 Operating Budget in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 10 - Appropriate the FY2014 RTS Enterprise Fund Budget in the Annual Town Meeting Warrant.

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

Motion by Mr. Borrelli that the Board vote to support Article 11 - Appropriate For FY2014 Sewer Enterprise Fund Budget in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 12 - Appropriate The FY2014 Water Enterprise Fund Budget in the Annual Town Meeting Warrant.

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

**Motion by Mr. Handel that the Board vote to support Article 13 - Continue Departmental Revolving Funds in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Bulian that the Board vote to support Article 14 - Establish Revolving Fund - Facility Activity Use in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Bulian that the Board vote to support Article 15 - Authorization To Expend State Funds for Public Ways in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board vote to support Article 16 - Betterment Street Acceptance - Booth Street in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board vote to support Article 17 - Extinguish Sewer Easement - Dale Street in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board vote to support Article 18 - Amend Zoning By-Law - Interim Regulations For Medical Marijuana Uses in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Borrelli that the Board vote to support Article 19 - Amend Zoning By-Law - Dimensional Regulations in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Bulian that the Board vote to support Article 20 - Amend Zoning By-Law - Definitions in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board vote to support Article 21 - Amend Zoning By-Law - Dimensional Controls For Exempt Uses in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board vote to support Article 22 - Amend Zoning By-Law/Dimensional Regulations for Mixed Use 128 Zoning District in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

Motion by Mr. Borrelli that the Board vote to support Article 23 - Amend General By-Law - Marijuana Consumption on Public Property in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 24 - Amend General By-Law - Alcoholic Beverages on Public Property in the Annual Town Meeting Warrant.

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

8:05 p.m.

NEF Spelling Bee Recognition:

The Board recognized members of the winning team at the 2013 NEF Spelling Bee, representing the Board of Selectmen including Lindsay Kaiser, Dan Matthews, and John Bulian. Georgina Ruetenik of the Needham Education Foundation also attended.

The Board resumed taking positions on warrant articles.

Motion by Mr. Handel that the Board vote to support Article 25 - Amend General By-Law - Type and Length of Contract in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 26 - Amend General By-Law - Private Ways in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 27 - Amend General By-Law - Sign By-Law as amended in the Annual Town Meeting Warrant.

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

Article 28 - Defer

Motion by Mr. Bulian that the Board vote to support Article 29 - Re-Determine Sewer Betterment Rate in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 30 - Appropriate For Community Housing Specialist in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 31 - Appropriate For Open Space and Recreation Plan in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 32 - Appropriate For Trail Design for Reservoir ADA Trail and Ridge Hill Loop in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 33 - Appropriate For Newman Fields and Eastman Conservation Area Design in the Annual Town Meeting Warrant.

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

Motion by Mr. Handel that the Board vote to support Article 34 - Appropriate For Newman Preschool Playground Surfacing in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 35 - Appropriate For Mills Field Park Design in the Annual Town Meeting Warrant.

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

Article 36 - Defer

Motion by Mr. Bulian that the Board vote to support Article 37 - Appropriate To Community Preservation Fund in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 38 - Rescind Debt Authorizations in the Annual Town Meeting Warrant.

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

Motion by Mr. Bulian that the Board vote to support Article 39 - Appropriate For General Fund Cash Capital in the Annual Town Meeting Warrant.

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

Article 40 - Defer

Motion by Mr. Bulian that the Board vote to support Article 41 - Appropriate For Public Works Infrastructure Program in the Annual Town Meeting Warrant.

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

Article 42 - Defer

Motion by Mr. Handel that the Board vote to support Article 43 - Appropriate For RTS Enterprise Fund Cash Capital in the Annual Town Meeting Warrant.

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

**Motion by Mr. Bulian that the Board vote to support Article 44 - Appropriate For RTS Construction Equipment in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board vote to support Article 45 - Appropriate For Sewer Enterprise Cash Capital in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

**Motion by Mr. Handel that the Board vote to support Article 46 - Appropriate For Water Enterprise Fund Cash Capital in the Annual Town Meeting Warrant.
Second: Mr. Bulian. Unanimously approved 4-0.**

Article 47 - Defer

**Motion by Mr. Bulian that the Board vote to support Article 48 - Appropriate To Athletic Facility Improvement Fund in the Annual Town Meeting Warrant.
Second: Mr. Handel. Unanimously approved 4-0.**

Article 49 - Defer

Article 50 - Defer

Article 51 - Defer

8:25 p.m.

Board Discussion:

1. Committee Reports

Mr. Matthews reported continued efforts working on the Minuteman School. He commented on possible adjustments to the agreement with member Towns and potential capital renovations. He mentioned the Needham Minuteman committee met recently and had a productive meeting.

Mr. Handel reported the Streetscape committee met with business interests in the affected areas of the Town with the hope that more people get involved in the work of the committee.

8:30 p.m.

Adjourn:

Motion by Mr. Bulian that the Board of Selectmen vote to adjourn the Board of Selectmen meeting of April 10, 2013.

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

A list of all documents used at this Board of Selectmen meeting are available at:

<http://www.needhamma.gov/Archive.aspx?AMID=99&Type=&ADID=>

EMPLOYMENT AGREEMENT

between
Town of Needham
and
Town Manager

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 23rd day of April, 2013, by and between the Town of Needham, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called the "Board", and Kate Fitzpatrick, hereinafter called the "Town Manager", as follows:

WITNESSETH:

Whereas, the Town appointed Kate Fitzpatrick as Town Manager of the Town of Needham on February 22, 2005 to be effective May 6, 2005; and,

Whereas, the Town Manager is the Chief Executive Officer and Chief Financial Officer of the Town; and,

Whereas, the Board, under Chapter 41, Section 108N of the Massachusetts General Laws, may contract with the Town Manager regarding her salary, benefits, and severance pay; and,

Whereas, it is the desire of the Board to have a written contract which will establish the benefits, terms, conditions, and obligations of employment for the Town Manager; and,

Whereas, it is the desire of the Board to retain the services of the Town Manager and to provide inducement for her to remain in such Office; and,

Whereas, Kate Fitzpatrick agrees to accept the Office of Town Manager of said Town.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Duties

- 1.1 The Town hereby agrees to reappoint Kate Fitzpatrick as Town Manager of said Town to perform the functions and duties specified in the Town Charter, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.
- 1.2 The Town Manager shall supervise, direct and be responsible for the efficient administration of all functions under her control as authorized by Town Charter.

Section 2. Term

- 2.1 The Town Manager's term of office shall be in accordance with the Town Charter, Section 20A (a) (1).
- 2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Manager in accordance with the Town Charter, subject only to the provisions set forth in Section 4 of this Agreement.
- 2.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Manager to resign at any time from her position with the Town, subject only to the provisions set forth in Section 4.5 of this Agreement.
- 2.4 This Agreement shall become effective May 6, 2013, and shall be in full force and effect until May 5, 2016, subject to the provisions of Section 4 of this Agreement.
- 2.5 In the event that written notice is not given by either party to the other one hundred and eighty (180) days prior to the termination date as herein above provided, this Agreement shall be extended on the same terms and conditions as herein provided, for an additional period of one year. Said Agreement shall continue thereafter for one year periods unless either party hereto gives one hundred eighty (180) days written notice to the other party that the party does not wish to extend this Agreement for an additional one year term.

Section 3. Suspension

- 3.1 The Town may suspend the Town Manager for just cause, without pay and benefits, at any time during the term of this Agreement by the affirmative vote of a majority of the Board, but only after a public hearing, and provided further, that the Town Manager shall have been given written notice at least ten (10) days prior to such hearing, setting forth in detail the particulars of any just cause alleged to exist against her and the name of the party alleging the charges, if any. Just cause as used in this paragraph shall mean failure to carry out, through malfeasance, misfeasance, or nonfeasance, the responsibilities of the Office of Town Manager, the commission of a felony, and/or or the violation of any Federal or State felony law or statute.
- 3.2 The Town may place the Town Manager on Administrative Leave without just cause, but with pay and benefits, at any time during the term of this Agreement by the affirmative vote of a majority of the Board, but only provided that the Board is at that time investigating the Town Manager for some alleged act, conduct or omission amounting to malfeasance, misfeasance, or nonfeasance relating to the responsibilities of the office of Town Manager, and/or the commission of a felony, and/or or the violation of any Federal or State felony law or statute, and provided further, that this "paid" Administrative Leave cannot be longer than sixty (60) days.
- 3.3 Nothing contained in these Sections with respect to suspension or administrative leave shall be construed to violate any provision of the United States Fair Labor Standards Act or invalidate

the exempt status of the Office of Town Manager, and if necessary, this language shall be reformed such that no such violation or invalidation will occur or result.

Section 4. Termination and Severance Pay

- 4.1 The Town may terminate the services of the Town Manager before the expiration of the aforesaid term of employment, with or without just cause, by an affirmative vote of a majority of the Board in accordance with Section 20A (c) of the Town Charter, provided that the Board initiates the termination by adopting a resolution to this effect by the affirmative vote of a majority of the Board. A copy of the resolution shall be delivered to the Town Manager who shall have five (5) workdays after receipt in which to request a public hearing. If a hearing is requested, it shall be scheduled within two (2) weeks by the Board and be held in a public place. The Chairman of the Board of Selectmen shall conduct the hearing. The Town Manager and Board may call witnesses and subpoena Town records. The Board shall, at the conclusion of that hearing or at its next meeting, vote on said termination.
- 4.2 In the event that the Town Manager is terminated by the Board, except for just cause as hereinafter provided, before expiration of the aforesaid term of employment and during such time that the Town Manager is willing and able to perform her duties under this Agreement, then in that event, the Town agrees to provide two (2) months termination notice and to pay the Town Manager a lump sum cash severance payment of six (6) months salary upon her termination. Additionally, the Town Manager shall be paid a lump sum cash payment in lieu of all accumulated vacation leave, and will be entitled to sick leave buy-back in accordance with the Town's Personnel Administration Plan. Any "hearing" that the Town Manager requests under Section 4.1 will not stay or lengthen the two (2) month termination notice described above.
- 4.3 If the Board seeks to avoid its obligations with respect to the payment of the severance sum and sick leave buy-back in Section 4.2, the termination must be found to have been for just cause (failure to carry out, through malfeasance, misfeasance, or nonfeasance, the responsibilities of the office of Town Manager, the commission of a felony, and/or or the violation of any Federal or State felony law or statute). In this circumstance, the Board, in its resolution under Section 4.1 must itself call for a hearing and thereafter schedule and conduct same in accordance with Section 4.1. In the event that the Town Manager is terminated for just cause as voted by a majority of the Board, then the Town shall have no obligation to pay the aggregate severance sum or sick leave buy-back designated in section 4.2.
- 4.4 In the event that the Town, at any time during the term of this Agreement, reduces the salary or other financial benefits of the Town Manager (except as provided in section 12), or eliminates the position of Town Manager, or in the event that the Town refuses, following written notice, to comply with any other provisions benefiting the Town Manager herein, or if the Town Manager resigns following a request by the Board that she resign, then, in those events, the Town Manager may, at her option to be exercised within six (6) weeks of the occurrence of the event, be deemed to have been terminated

on the date she gives notice of such reduction, refusal to comply, or resignation, and the severance pay and sick leave buy-back provisions as stated in Section 4.2 shall be applicable.

- 4.5 In the event that the Town Manager voluntarily resigns her position with the Town before expiration of the aforesaid term of her employment, then the Town Manager shall give the Town three (3) months notice in advance unless the parties otherwise agree. A copy of the resignation shall be filed with the Town Clerk. During this three (3) month notice period, the Town Manager may not take vacation leave unless approved by the Chairman of the Board of Selectmen. In the event that the Town Manager voluntarily resigns, without having been requested to do so by the Board, she shall not be eligible for severance benefits as set forth in Section 4.2, or sick leave buy-back, unless otherwise eligible under the Town's Personnel Administration Plan, but will be eligible for lump sum payment of accumulated vacation leave as set forth in Section 7.1.
- 4.6 This Section shall survive the termination of this Agreement.

Section 5. Compensation

- 5.1 The Town agrees to pay the Town Manager for services rendered under this Agreement a base salary, subject to applicable withholdings and deductions and payable in weekly installments, as follows:

<u>Effective Date</u>	<u>Increase</u>	<u>Salary</u>
Effective May 6, 2013	2.5%	\$167,801
Effective July 1, 2014	2.5%	\$171,995
Effective July 1, 2015	2.5%	\$176,295

- 5.2 The Town Manager is not eligible for reimbursement for the use of a personal automobile for Town business. The Town Manager is eligible for reimbursement for out-of-pocket expenses such as parking and tolls. The Town Manager agrees to maintain automobile insurance coverage including the following minimum amounts:

- Damage to Someone Else's Property \$100,000
- Optional Bodily Injury to Others \$250,000/\$500,000

as well as a Personal Liability Umbrella Policy in the minimum amount of \$1,000,000.

- 5.3 The Town will make an annual payment of 6% of base pay to the 401A deferred compensation plan offered by the Town and selected by the Town Manager. The Town Manager shall notify the Town Accountant in writing of the deferred compensation plan in which the payment is to be made.
- 5.4 The Town shall reimburse the Town Manager up to \$3,000 toward the cost of disability, life, and/or liability insurance policies, as selected by the Town Manager. In filing for this

reimbursement, the Town Manager shall provide a copy of the relevant insurance policy, Coverage Selections Page and/or Declaration Page, and evidence of her payment for the disability, life, and/or liability insurance premiums.

Section 6. Hours of Work

- 6.1 The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board and in accordance with the Town Charter. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable compensatory time off as she shall deem appropriate during said normal office hours.
- 6.2 The Town Manager shall be a salaried officer of the Town.

Section 7. Authorized Leave

- 7.1 The Town Manager shall accrue 2.08 days of vacation leave each month (25 days per year). Any earned but unused vacation as of June 30 of each contract year shall be carried forward to the next contract year. No more than twenty (20) weeks of vacation leave, however, may be accumulated in total. Upon termination for whatever cause, the Town Manager shall be paid for all unused earned vacation leave. The Town Manager, at her option, may elect to have the Town "buy back" up to ten (10) vacation days (two weeks pay) per year. This buy-back will be subject to all legally required withholdings.
- 7.2 Bereavement Leave, civic duty leave, and legal holiday provisions of the Town's Personnel Administration Plan shall be applicable to the Town Manager.
- 7.3 The Town Manager shall receive three (3) personal days per fiscal year during the term of this Agreement. These may not be accumulated from one year to the next.
- 7.4 The Town Manager shall be allowed one and one-quarter ($1\frac{1}{4}$) day's sick leave for each month of service. Any portion of such leave not used in any year may be accumulated without limit. Sick leave buy-back provisions of the Town's Personnel Administration Plan shall be applicable to the Town Manager.

Section 8. Expenses

- 8.1 The Board hereby agrees to request in its budget sufficient funds for expenses of the Town Manager that can be used, at the discretion of the Town Manager, for out-of-state travel, professional development, educational expenses, professional and civic association dues, official meetings and customary office expenses. All out-of-state expenses shall require prior authorization of the Chairman of the Board of Selectmen or his/her designee.

- 8.2 The Board supports the Town Manager's attendance at the ICMA/Senior Executive Institute for local government managers at the University of Virginia once during the duration of this Agreement at Town's expense.
- 8.3 The Town Manager shall be reimbursed for any expenses incurred in the performance of her duties, or as an official representative of the Town including attendance by her at civic or social events.
- 8.4 Any expenses that the Town Manager submits for such reimbursement must be accompanied by some written document, invoice, memo and/or evidence of payment supporting the reimbursement request.

Section 9. Performance Evaluations

- 9.1 The Board shall review and evaluate the Town Manager at least annually during this Agreement. This evaluation shall be based on goals and objectives developed jointly by the Board and Town Manager. Further, the Board may provide the Town Manager with a summary written statement of the findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss her evaluation with the Board.
- 9.2 Annually, the Board, in conjunction with the Town Manager, shall define such goals and performance objectives which they deem necessary for the proper operation of the Selectmen's department and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

Section 10. Indemnification

- 10.1 The Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Town Manager, even if said claim is brought/filed following her termination from employment, provided that at the time of the alleged act or omission the Town Manager was then acting within the scope of her approved duties. Under these circumstances only, the Town (and/or its insurer) shall pay the amount of any settlement or judgment rendered thereon, and further, the Town (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.
- 10.2 In connection with those claims or suits involving the Town Manager in her professional capacity and covered under Section 10.1 above, the Town, at its sole option, shall either retain and pay for an attorney to represent the Town Manager (including all fees and costs) or reimburse the Town Manager for any attorneys' fees and costs incurred by the Town Manager in connection with same, providing the Town Manager submits proper invoices and evidence of payment of same.

10.3 This Section shall survive the termination of this Agreement.

Section 11. General Provisions

- 11.1 The text herein shall constitute the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth herein. This Employment Agreement may be amended or modified only by a written instrument executed by the parties hereto or by their successors and assigns.
- 11.2 All provisions of the laws of the Commonwealth of Massachusetts relating to retirement, health, insurance, and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- 11.3 The provisions of the Town's Personnel Administration Plan and policies shall apply in those instances not otherwise addressed by this Employment Agreement. This Agreement shall prevail over any conflicting personnel provisions of the Town By-laws or personnel policies.
- 11.4 This Agreement shall become effective at 12:00 a.m. on May 6, 2013.
- 11.5 If any provision, or any portion thereof, contained in this Agreement, is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 11.6 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- 11.7 For the purposes of the United States Fair Labor Standards Act, the Town Manager shall be considered an exempt employee.
- 11.8. This Employment Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.
- 11.9 This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

12. No Reduction in Benefits

- 12.1 The Town shall not at any time during the term of the Agreement reduce the salary, compensation, or other benefits of the Town Manager, except to the degree that such a reduction is across the board for all other general government employees of the Town.

13. Notices

13.1 Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TOWN: Chairman of the Board of Selectmen
Town Hall
1471 Highland Avenue
Needham, MA 02492

TOWN MANAGER: Ms. Kate Fitzpatrick
38 Church Street
Holliston, MA 01746

IN WITNESS WHEREOF, the Town of Needham, Massachusetts has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate, on the day and year first above written.

TOWN MANAGER

BOARD OF SELECTMEN

Kate Fitzpatrick

Date

Attested:

Town Clerk: _____

Date: _____

Approved as to Legal Form:

Town Counsel: _____

Date: _____

