

BOARD OF SELECTMEN

December 22, 2015

Needham Town Hall

Revised Agenda

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

	6:45	<p>Informal Meeting with Citizens</p> <p><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></p>
1.	7:00	<p>Swearing in of Police Chief John Schlittler</p> <ul style="list-style-type: none"> • Tedi Eaton, Town Clerk • Phil Droney, Outgoing Police Chief
2.	7:00	<p>Public Hearing- Eversource: High Rock Street</p> <ul style="list-style-type: none"> • Maureen Carroll, Eversource Representative
3.	7:10	<p>Solar Project Update</p> <ul style="list-style-type: none"> • Hank Haff, Senior Project Manager
4.	7:25	<p>Director of Public Works</p> <ul style="list-style-type: none"> • Traffic Regulation for Central Avenue School Zone
5.	7:30	<p>Town Manager</p> <ul style="list-style-type: none"> • Solar Kiosk Naming • Approve Building Department Permit Fees • West Suburban Health Group Joint Purchase Agreement • Acceptance of Declaration of Restrictive Covenant and Back-Up Easement • FY2017 – FY2021 Capital Improvement Plan
6.	7:45	<p>Board Discussion</p> <ul style="list-style-type: none"> • Committee Reports
7.	8:00	<p>Executive Session Exceptions 3 & 6</p>

APPOINTMENTS

There are no appointments for this meeting.

CONSENT AGENDA *=Backup attached

1.	<p>Approve for calendar year 2016 requests for license renewals of Restaurant – All Alcoholic Licenses and request for a license addendum to allow for the premises to have designated waiting areas for the service of alcoholic or wine and malt beverages only to those patrons who are waiting to dine (Section 3.1 of Needham Regulations for the Sale of Alcoholic Beverages) for each of the following establishments (subject to receipt of required completed paperwork):</p> <ul style="list-style-type: none"> • Cerritos, Inc. d/b/a Acapulco's Mexican Family Restaurant
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	<ul style="list-style-type: none"> • Zucchini Gold, LLC d/b/a The Rice Barn • Bertucci's Restaurant Corporation d/b/a Bertucci's Brick Oven Ristorante • Gibbous Moon, Inc d/b/a The Center Café Needham • Mount Blue Two, LLC d/b/a Blue on Highland • New Garden, Inc. d/b/a New Garden Restaurant • Not Your Average Joe's Inc. d/b/a Not Your Average Joe's • Petit Robert Needham, LLC d/b/a Petit Robert Bistro • Fusion Cuisine, Inc. d/b/a Gari • SAI Restaurants, Inc. d/b/a Masala Art • Fu Yuan, Inc. d/b/a Fuji Steak House
2.	<p>Approve for calendar year 2016 requests for license renewals of Restaurant – All Alcoholic Licenses for the following establishments – no waiting area addendum (subject to receipt of required completed paperwork):</p> <ul style="list-style-type: none"> • Low and Zhang Co. d/b/a Mandarin Cuisine Locus • Rockets Restaurant Group, LLC d/b/a 3 Squares • Eat Farmhouse LLC d/b/a The Farmhouse
3.	<p>Approve for calendar year 2016 requests for license renewals of Restaurant – Wine and Malt Beverage Licenses for the following establishments (subject to receipt of required completed paperwork) :</p> <ul style="list-style-type: none"> • Sol Soul Family Foods LLC d/b/a Hearth Pizzeria • Spiga, LLC d/b/a Spiga
4.	<p>Approve for calendar year 2016 requests for license renewals of Package Stores- All Alcoholic Beverages for the following establishments (subject to receipt of required completed paperwork) :</p> <ul style="list-style-type: none"> • Innovative Distributing Concepts, LLC d/b/a Bin Ends • Lianos Liquors, LLC d/b/a Needham Center Wine & Spirits • Needham Wine & Spirits, LLC d/b/a Needham Wine & Spirits • vinodivino 3, LLC d/b/a vinodivino
5.	<p>Approve for calendar year 2016 requests for license renewals of Package Stores- Wine and Malt Beverages for the following establishment:</p> <ul style="list-style-type: none"> • Volante Farms
6.	<p>Approve for calendar year 2016 request for Innholder – All Alcoholic License Renewal for the following establishments:</p> <ul style="list-style-type: none"> • Colwen Management, Inc. d/b/a Residence Inn • HST Lessee Needham Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel
7.	<p>Approve for calendar year 2016 requests for license renewals of Club – All Alcoholic Beverage Licenses for the following establishments (subject to receipt of required completed paperwork) :</p> <ul style="list-style-type: none"> • The Needham Golf Club • Village Club Building Assoc. Inc. • Lt. Manson Carter Post #2498 V.F.W. of U.S.
8.	<p>Approve for calendar year 2016 requests for license renewals of Common Victualler Licenses for the following establishments (subject to receipt of required completed paperwork):</p> <ul style="list-style-type: none"> • Cerritos, Inc. d/b/a Acapulco's Mexican Family Restaurant • Acorns Bakery & Café, Inc. • Bagels' Best, Inc. d/b/a Bagels' Best Café

- Bertucci's Restaurant Corp. d/b/a Bertucci's Brick Oven Ristorante
- Beth Israel Deaconess – Glover Café
- Mount Blue Two, LLC d/b/a Blue on Highland
- C & D Management, Inc. d/b/a Brothers Pizza & Restaurant
- Café Fresh Bagel
- 1095, LLC d/b/a Comella's Restaurant
- The Simpson Corp. d/b/a Cutler Lake Café
- Delops, Inc. d/b/a D'Angelo Sandwich Shop
- Your Other Oven, Inc. d/b/a Domino's Pizza
- New Hong Kong IV, Inc. d/b/a Dragon Chef Restaurant
- Chestnut Street Donuts d/b/a Dunkin Donuts
- Fred's Coffee Shop d/b/a Dunkin Donuts
- Highland Avenue Donuts, Inc. d/b/a Dunkin Donuts
- Eat Farmhouse, LLC d/b/a The Farmhouse
- French Press LLC d/b/a French Press Bakery & Café
- Select Group, Inc. d/b/a Fresco Restaurant
- Fu Yuan, Inc. d/b/a Fuji Steak House
- Fusion Cuisine d/b/a Gari
- Gibbous Moon, Inc. d/b/a The Center Cafe Needham
- Three Sons, Inc. d/b/a Kosta's Pizza & Seafood
- Low and Zhang Co. d/b/a Mandarin Cuisine Locus
- SAI Restaurants, Inc. d/b/a Masala Art
- McDonald's Restaurant – Needham
- D & L Enterprises, Inc. d/b/a Mighty Subs
- The Needham Golf Club, Inc.
- International Needham House of Pizza d/b/a Needham House of Pizza
- New Garden Inc. d/b/a New Garden Restaurant
- Select Pizza d/b/a Nicholas' Pizza
- Not Your Average Joe's, Inc. d/b/a Not Your Average Joe's
- Rowden, LLC. d/b/a Orange Leaf Frozen Yogurt
- Boston Bread LLC d/b/a Panera
- Petit Robert Needham LLC d/b/a Petit Robert Bistro
- ~~Essence of Punjab Inc. d/b/a Pronti Bistro~~
- Colwen Management, Inc. d/b/a Residence Inn
- Zucchini Gold, LLC d/b/a The Rice Barn
- Rockets Restaurant Group, LLC d/b/a 3 Squares
- ~~HST Lessee Needham~~ Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel
- Spiga, LLC
- Stacy's Juice Bar, LLC d/b/a Stacy's Juice Bar
- Starbucks Coffee Company
- Sol Soul Family Foods LLC d/b/a Hearth Pizzeria
- Kamaya, LLC d/b/a Subway
- Yeat Inc. d/b/a Sweet Basil
- Sweet Corner Bakery and Cafe
- H & B Pizza, Inc. d/b/a Sweet Tomatoes Pizza
- J & J Pizza, Inc. d/b/a Town House of Pizza
- Treat LLC d/b/a Treat Cupcake Bar

	<ul style="list-style-type: none"> • Treat LLC d/b/a The Dessert Workshop • Lt. Manson Carter Post 2498 V.F.W. of U.S. • Village Club Building Assoc. Inc. • Volante Farms
9.	<p>Approve for calendar year 2016 requests for various license renewals as detailed below for the following establishments (subject to receipt of required completed paperwork):</p> <ul style="list-style-type: none"> • Colwen Management, Inc. d/b/a Residence Inn - Innkeeper • HST Lessee Needham Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel – Innkeeper • Olin College – Lodging License • Babson College – Lodging License • HST Lessee Needham Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel – Sunday Entertainment • HST Lessee Needham Needham Cabot Concessions, LLC d/b/a Sheraton Needham Hotel – Weekday Entertainment • 7-Eleven – Special Permit (24 hr. retail sale of food) • Yeat Inc. d/b/a Sweet Basil – Special Permit (Carry In Beer/Wine) • Rockets Restaurant Group, LLC d/b/a 3 Squares – Weekday Entertainment • SAI Restaurants, Inc. d/b/a Masala Art – Weekday Entertainment • Mount Blue Two, LLC d/b/a Blue on Highland – Weekday Entertainment • Mount Blue Two, LLC d/b/a Blue on Highland – Sunday Entertainment • Gibbous Moon Inc. d/b/a The Center Cafe Needham – Weekday Entertainment • Zucchini Gold, LLC d/b/a The Rice Barn- Weekday Entertainment
10.	<p>Approve for calendar year 2016 the following requests for Class I & Class II Used Car Dealer Licenses (subject to receipt of required completed paperwork):</p> <ul style="list-style-type: none"> • Auto International Ltd.- Class II • Beth L Auto Sales – Class II • Center Automotive – Class II • Copley Motorcars – Class II • R&R Automotive – Class II • Muzi Chevrolet – Class I • Muzi Motors, Inc. – Class I
11.*	<p>In accordance with Section 20B of the Town Charter, and upon the recommendation of the Town Manager and the Personnel Board, amend the classification and compensation plan for Schedule C.</p>
12.	<p>Approve the following donations made to the Needham Health Department’s INTERFACE Referral Service Program: \$6,000 from the Beth Israel Deaconess Hospital- Needham, and \$6,000 from the Kyle W. Shapiro Foundation.</p>
13.	<p>Accept the following donations made to the Needham Public Health Department’s Gift of Warmth: \$300 from Shahin Sagafi and \$50 from Ann MacFate.</p>
14.*	<p>Water & Sewer Abatement Order #1209</p>



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

MEETING DATE: 12/22/2015

Agenda Item	Swearing in of New Police Chief
Presenter(s)	Tedi Eaton, Town Clerk Phil Droney, Chief of Police

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	Town Clerk Tedi Eaton will swear in John Schlittler as the next Chief of Police in the Town of Needham. Out-going Police Chief Phil Droney will make a few remarks.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
3.	BACK UP INFORMATION ATTACHED	YES	NO
	(Describe backup below)		



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

MEETING DATE: 12/22/2015

Agenda Item	Public Hearing- Eversource Energy: High Rock Street
Presenter(s)	Maureen Carroll, Eversource Representative

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>Eversource Energy requests permission to install 3 feet of conduit in High Rock Street. This work is necessary to provide underground electric service at 275 High Rock Street, Needham.</p> <p>The Department of Public Works has approved this petition, based on Eversource Energy's commitment to adhere to the Town's regulation that all conduit installed must be 3" schedule 40 minimum; and, that when buried, the conduit must be placed at 24" below grade to the top of the conduit.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<p><u>Suggested Motion:</u></p> <p>Move that the Board of Selectmen approve and sign a petition from Eversource Energy to install 3 feet of conduit in High Rock Street. This work is necessary to provide underground electric service at 275 High Rock Street, Needham.</p>			
3.	BACK UP INFORMATION ATTACHED	YES	NO
<p>(Describe backup below)</p> <ul style="list-style-type: none"> a. Letter of Application b. Petition c. Order d. Petition Plan e. Notice Sent to Abutters f. List of Abutters 			

EVERSOURCE
ENERGY

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN
200 Calvary Street
Waltham, MA 02453
2015 DEC 11 11:31

December 1, 2015

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

275
RE: High Rock Street
Needham, MA
W/O #2101855

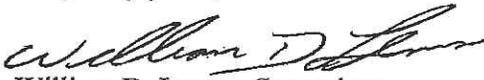
Dear Members of the Board:

The enclosed petition and plan is being presented by the NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY for the purpose of obtaining a Grant of Location to install about 3 feet of conduit in High Rock Street.

The reason for this work is to provide underground electric service to 275 High-Rock Street.

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

Very truly yours,


William D. Lemos, Supervisor
Rights and Permits

WDL/kj
Attachments

OK TO
Proceed
Twyler, Engr.
12/10/15
OK R.P. Merson
DPW Director
12/10/15

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

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

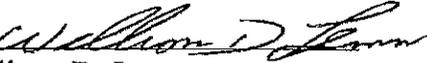
Respectfully represents **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **A. Debenedictis Dated November 30, 2015** and filed herewith, under the following public way or ways of said Town:

High Rock Street – Northeasterly from pole 31/35 approximately 22 feet southeast of Murphy Road a distance of about 3 feet of conduit.

(W.O. 2101855)

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

BY 
William D. Lemos
Rights & Permits, Supervisor

Dated this 30th day of November

Town of **NEEDHAM** Massachusetts

Received and filed _____ 2015

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of NEEDHAM**

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

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

**High-Rock Street -- Northeasterly from pole 31/35 approximately 22 feet southeast of
Murphy Road a distance of about 3 feet of conduit.**

(W.O. 2101855)

Hearing Required

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

1. Conduits and manholes shall be located as shown on the plan made by **A. Debenedictis, Dated November 30, 2015** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

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

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2015 at _____ in said Town.

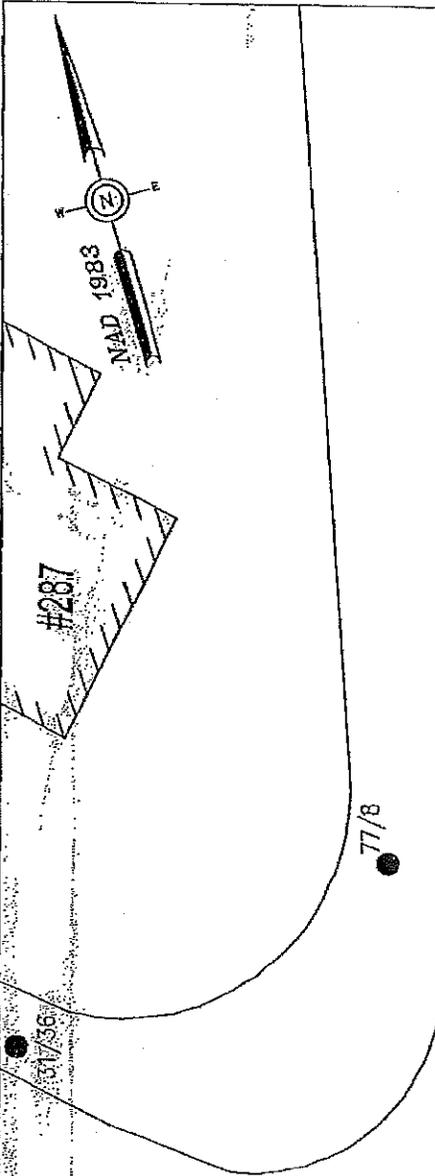
1	_____	
2	_____	
3	_____	Board of Selectmen
4	_____	the Town of
5	_____	NEEDHAM

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Board of Selectmen** of the Town of **NEEDHAM**, Massachusetts, duly adopted on the _____ day of _____, 2015 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.) and any additions thereto or amendments thereof, as the same appear of record.

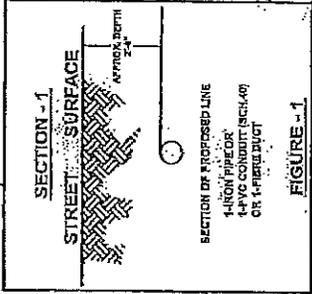
Attest: _____
Clerk of the Town of **NEEDHAM**, Massachusetts

HIGH ROCK STREET



CUSTOMER-TO-INSTALL
1 - 2" PVC PIPE
SCHEDULE 40, NO CONCRETE
SECTION - 1, FIGURE - 1

MURPHY ROAD



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS (INCLUDING THE NSTAR ENTITIES) SHALL BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND OR NATURE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE INFORMATION TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A QUOTE. ANY USE AS THE BASIS FOR ANY OTHER TO MAKE WITHOUT NOTICE ANY CLAIMS ASSUMED FOR THE ACCURACY OF THE INFORMATION EITHER EXPRESSED OR IMPLIED, UNAUTHORIZED ATTEMPTS TO REPLY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING IN ANY ONE LOCATION. SEE 94A CMR 27.00(4)(2)(b)

Ward #	2101855
Work Order #	2101855
Surveyed by:	—
Researched by:	SC
Plotted by:	ES
Proposed Structures:	SC
Approved:	A. DEBENEDICTIS
Scale	1"=20'
Date	NOVEMBER 30, 2015
SHEET	1 of 1

NSTAR EVERSOURCE
2101855
1105 MASSACHUSETTS AVE. DORCHESTER, MASS. 02122

Plan of HIGH-ROCK STREET
NEEDHAM
Showing PROPOSED CUSTOMER-TO-INSTALL CONDUIT LOCATION



NOTICE

To the Record

You are hereby notified that a public hearing will be held at the **Needham Town Hall, 1471 Highland Avenue, at 7:00 p.m. on December 22, 2015** upon petition of Eversource Energy dated **November 30, 2015** to install 3 feet of conduit in High Rock Street, Needham. This work is necessary to provide underground electric service at 275 High Rock Street, Needham.

A public hearing is required and abutters should be notified.

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

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

BOARD OF SELECTMEN

Dated: December 14, 2015

275 HIGH ROCK ST

OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY	STATE	ZIP	PARCEL ID	PROPERTY ADDRESS
CONDON, PAMELA		287 HIGH ROCK ST	NEEDHAM	MA	02492	199135000010000	287 HIGH ROCK ST
CEYHAN, MEHMET E. & TOWN OF NEEDHAM	SUNNETCI, AYSUN	257 HIGH ROCK ST	NEEDHAM	MA	02492	199134000010000	257 HIGH ROCK ST
NEEDHAM HOUSING AUTHORITY	VETERAN'S HOUSING	1471 HIGHLAND AVE	NEEDHAM	MA	02492	199303000070000	0 HIGH ROCK ST
NEEDHAM HOUSING AUTHORITY		28 CAPT. ROBERT COOK DR	NEEDHAM	MA	02494	199134000040000	58 MURPHY RD
OPITZ, MARGUERITE C. TR.	C/O KOGAN, ANNA & VYGRAN, LARIS	28 CAPT. ROBERT COOK DR	NEEDHAM	MA	02494	199134000410000	5 CHAMBERS ST
PISHCHIK, LEONID &	ZABOROVSKY, ANNA N.	267 HIGH ROCK ST	NEEDHAM	MA	02492	199134000030000	275 HIGH ROCK ST
			NEEDHAM	MA	02492	199134000020000	267 HIGH ROCK ST

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



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

MEETING DATE: 12/22/2015

Agenda Item	Solar Update
Presenter(s)	Hank Haff, Senior Project Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	Senior Project Manager Hank Haff will provide the Board with an update on the Solar project at the Town's capped landfill.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
	<i>Discussion Only</i>		
3.	BACK UP INFORMATION ATTACHED	YES	NO
	a. Needham Solar I PowerPoint		

Needham Solar I

Needham RTS – on top of capped landfill

- 11,780 panels
- 12 Acres +/-
- 3.592 MW DC
- As-built is 97.797% of original proposal
- Approvals at Nov 2013 STM
- Anticipated Interconnection – Jan. 2016
- Progress photos follow

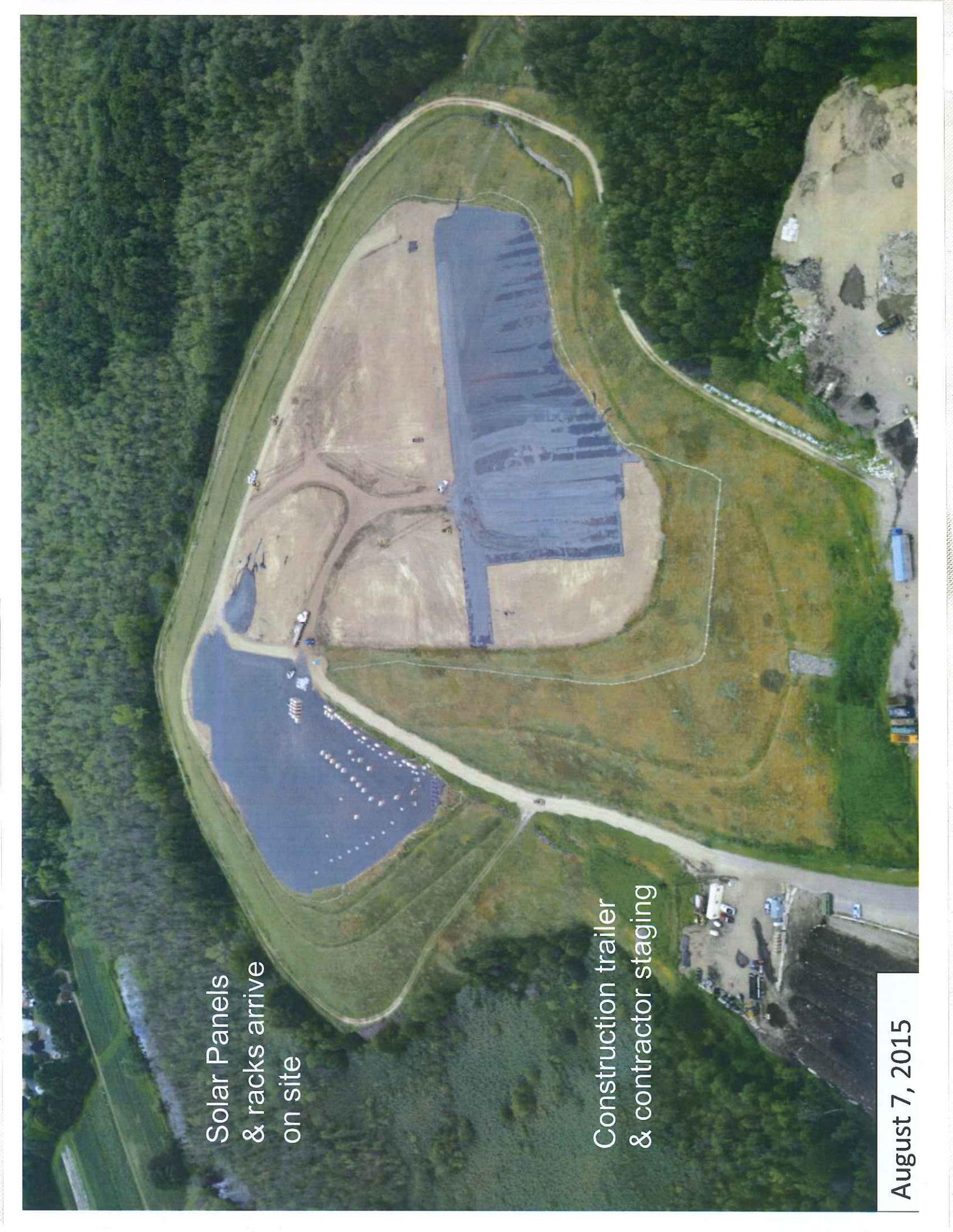
Leveling of surface & installation of landscape fabric

Installation
of Gravel

Erosion Control

July 31, 2015





Solar Panels
& racks arrive
on site

Construction trailer
& contractor staging

August 7, 2015

Solar Panel
installation
begins on
west side

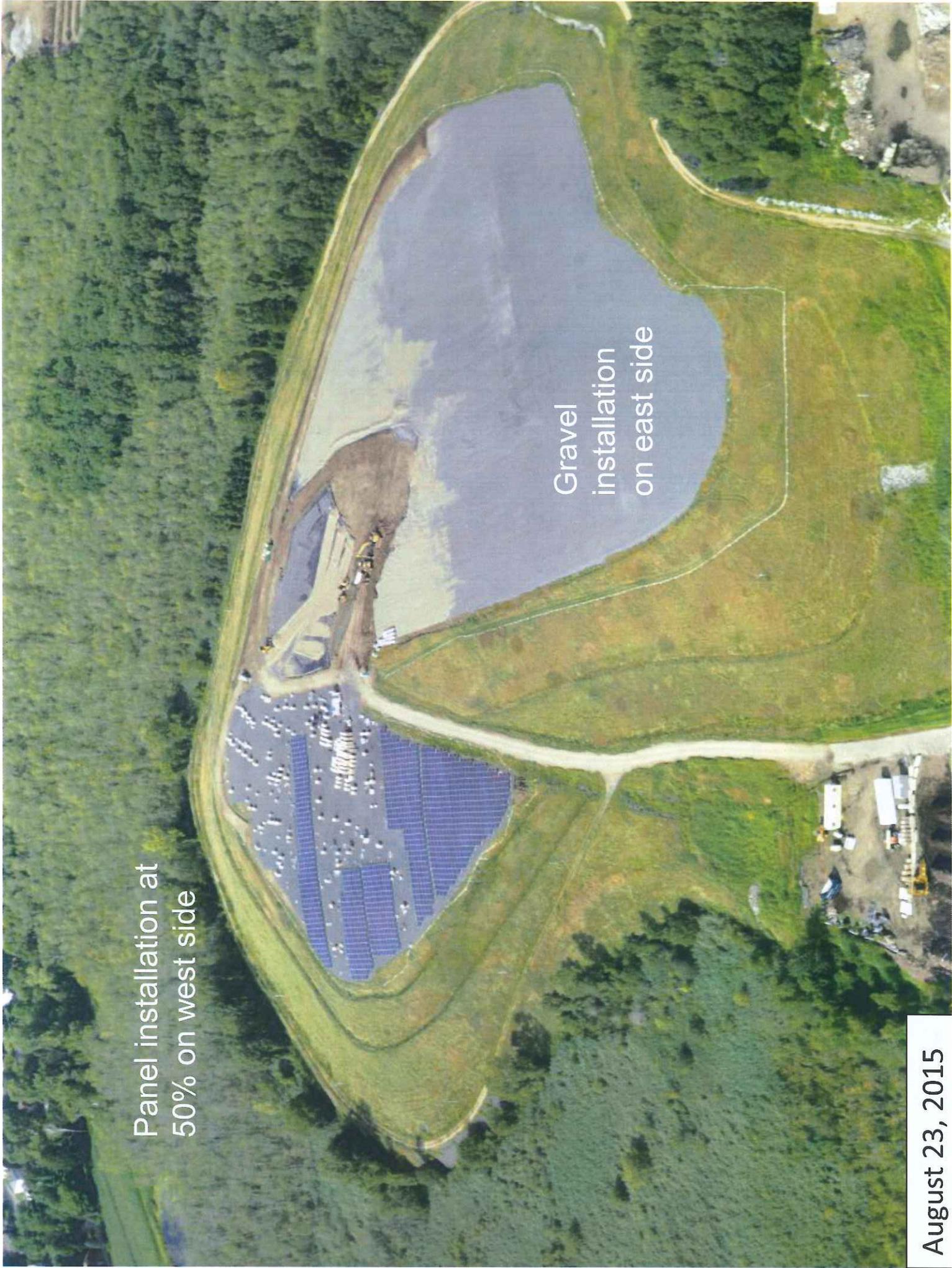
August 16, 2015

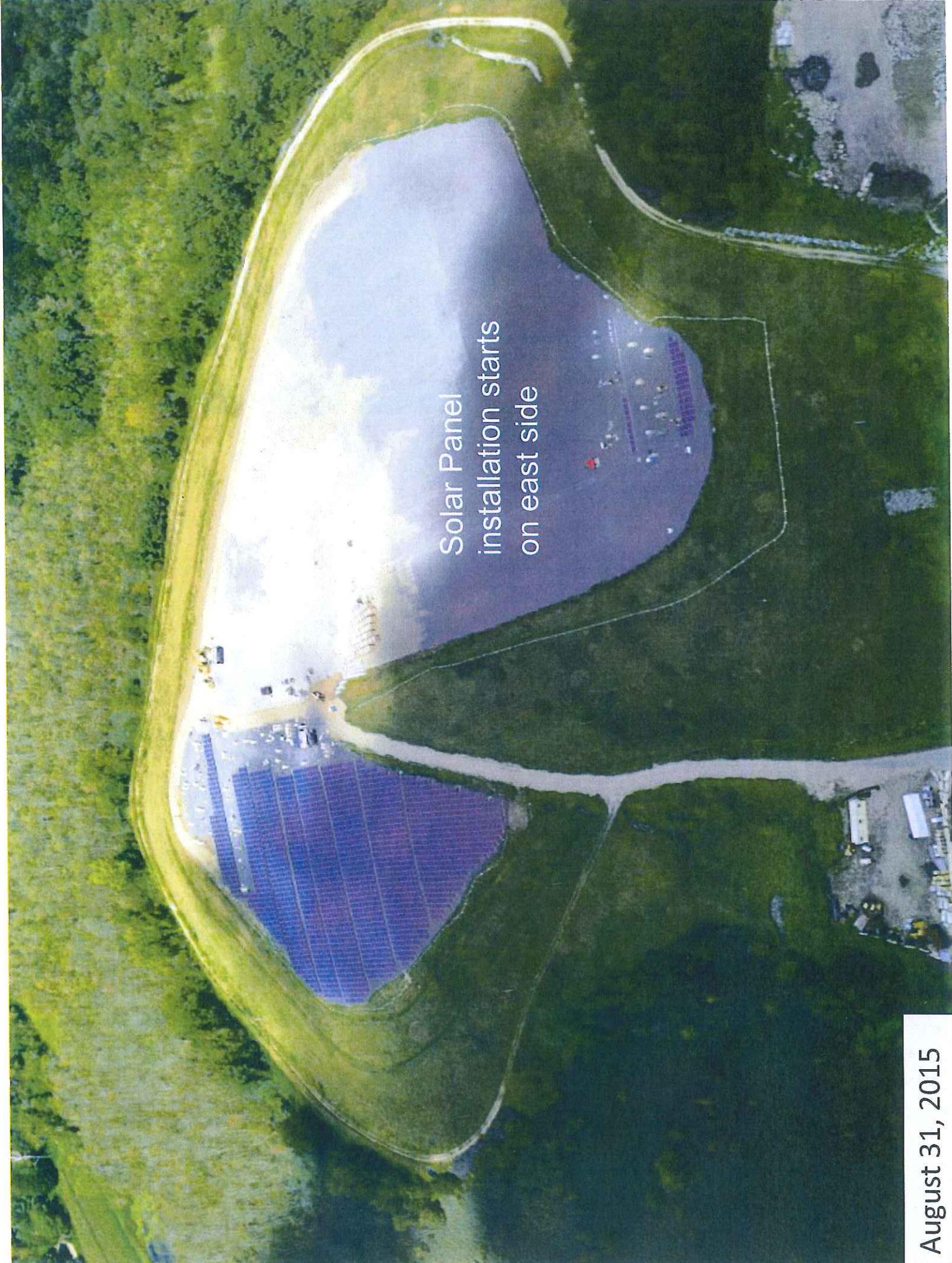


Panel installation at
50% on west side

Gravel
installation
on east side

August 23, 2015





Solar Panel
installation starts
on east side

August 31, 2015

West side
panel
installation
complete

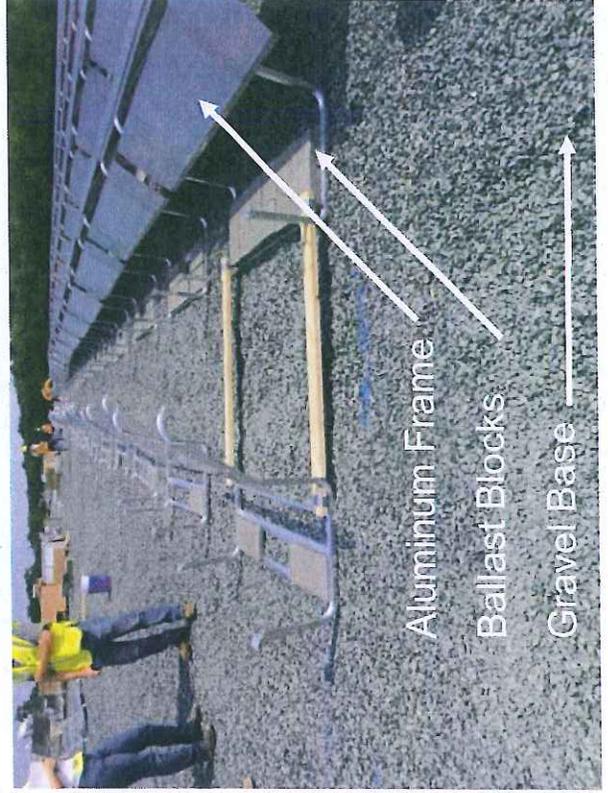
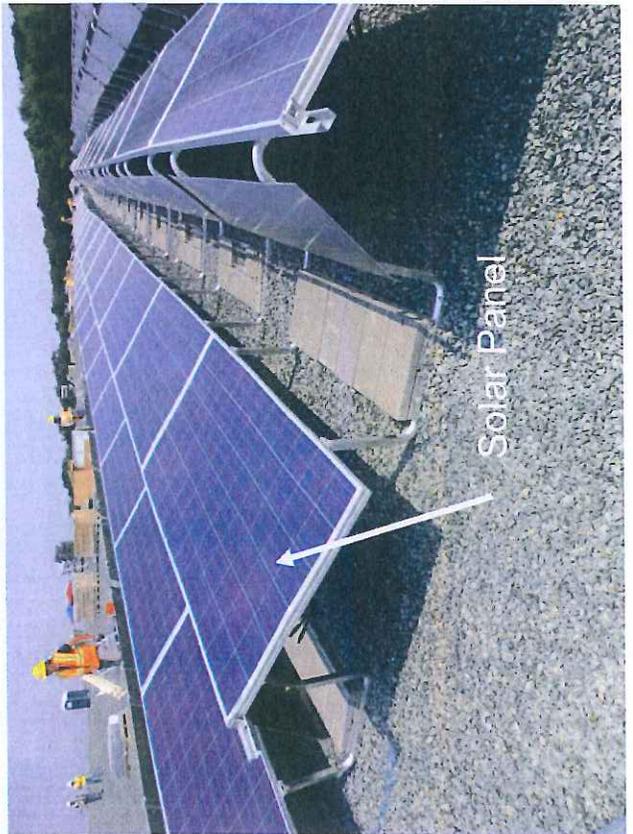
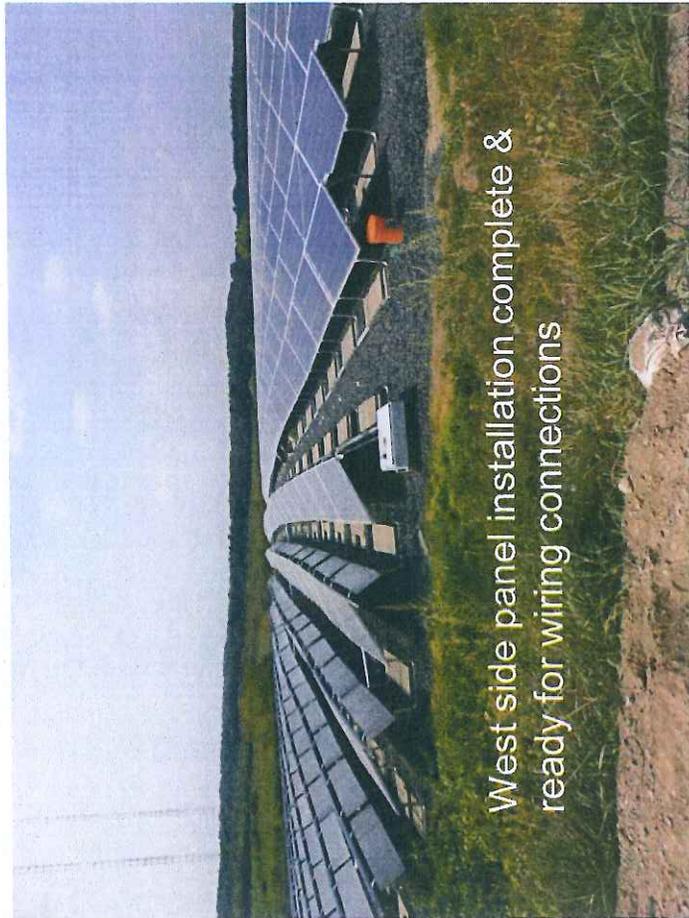
Service drive on north



September 8, 2015

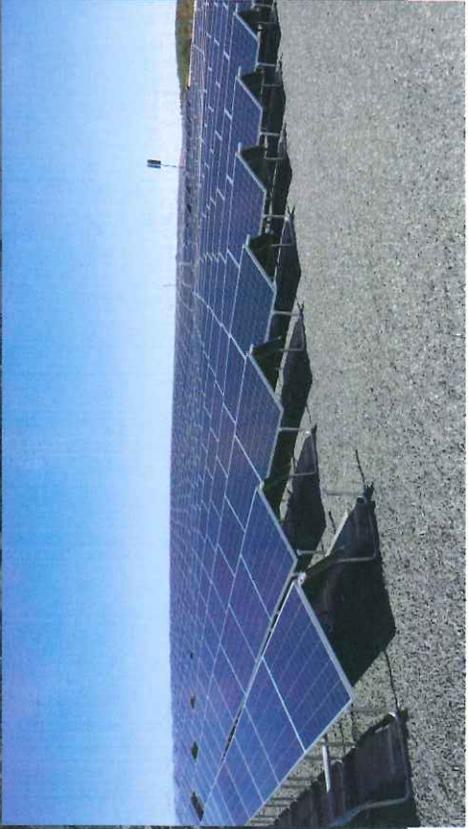


Needham Solar I - Construction Progress Photos— 9/3/2015



East Side panel installation in progress (about 500 panels / day)

Needham Solar I - Construction Progress Photos - 10/16/2015



Solar Panel Racking System Detail

Inverters & progress wiring

Newman Elementary School

Inverters &
transformers and
wiring in process



Needham Solar I – 10/21/2015 – Panel Installation complete

Next Steps

- Complete Interconnection and testing
- Compete fencing and jersey barriers
- Closeout Permitting- DEP/Planning/Building
- Public Safety briefing – week of 12/21/2015
- As-built adjustments to EMSC - in progress
- Commercial Operation – January 2016
- Information Kiosk at RTS (Naming Discussion)
- Information Monitor at Needham Public Library
- Educational content for Needham Public Schools
- Benefits to the Town – Net metering, tax and lease income
- A step toward a more [Sustainable Needham](#)
- Ceremonial Ribbon cutting – Earth Day or Vernal Equinox



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

MEETING DATE: 12/22/2015

Agenda Item	Sign Notice of Traffic Regulation – Central Avenue
Presenter(s)	Richard P. Merson, DPW Director

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>The Traffic Management Advisory Committee (TMAC) is asking that a school zone be established on Central Avenue in the vicinity of the Eliot School.</p> <p style="padding-left: 40px;">A school zone is defined as “an area in the roadway which is posted and marked in accordance with the standards prescribed by MassHighway and the Town of Needham Traffic Rules and Regulations to indicate the applicability of the statutory speed limit of twenty (20) miles per hour for all vehicles within the zone”</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	<u>X</u> YES	<u> </u> NO
<p><u>Suggested Motion:</u></p> <p style="padding-left: 40px;">“That the Board vote to approve and sign the Notice of Traffic Regulation Permit #Z15-12-22 for the establishment of a school zone on Central Avenue from 45 feet south of Cedar Street northerly, for a distance of 700 feet, during the hours of 7:45 – 8:30 AM and 2:30 – 3:30 PM Monday through Friday.”</p>			
3.	BACK UP INFORMATION ATTACHED	<u>X</u> YES	<u> </u> NO
<p>(Describe backup below)</p> <p style="padding-left: 20px;">1. Copy of Traffic Regulation Z15-12-22</p>			

SEP

TOWN OF NEEDHAM
BOARD OF SELECTMEN

NOTICE OF TRAFFIC REGULATION

By virtue of the authority vested in the Board of Selectmen of the Town of Needham, it is hereby

VOTED: That the Town of Needham Traffic Rules and Regulations adopted by the Board of Selectmen February 14, 1989 and subsequent amendments thereto be and are hereby further amended as follows:

By adding to Schedule XIV – SCHOOL ZONE of Article III, Section 3-7, the following:

CENTRAL AVENUE – From 45 feet south of Cedar Street northerly, for a distance of 700 feet, during the hours of 7:45 AM - 8:30 AM and 2:30 PM – 3:30 PM, Monday through Friday, dated 12/22/15, Permit No. Z15-12-22.

BOARD OF SELECTMEN
Permit No. Z15-12-22

Date of Passage _____

Attest of Town Clerk _____

ADD



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

MEETING DATE: 12/22/2015

Agenda Item	Solar Kiosk Naming
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>The Town Manager will recommend that the Board consider naming the new kiosk intended to provide the public with information about the solar array at the RTS in honor of Sam (“Solar Sam”) Weihe. Solar Sam devoted his retirement years to educating students about the power of the sun. A man ahead of his time, his innovation and creativity led him to design products that were educational, recreational and inspirational.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<p>The Board’s naming policy requires that any vote on a request to name a facility may occur no sooner than the next regularly scheduled meeting.</p>			
3.	BACK UP INFORMATION ATTACHED	YES	NO
<p>a. Naming of Facilities and Placement of Materials b. Background Information about Solar Sam</p>			

Town of Needham Board of Selectmen

Policy Number:	BOS-DIS-003
Policy:	Naming of Facilities and Placement of Materials
Date Approved:	April 13, 2005
Date Revised:	May 11, 2010
Approved:	 Chairman, Board of Selectman

Policy:

1. The Board of Selectmen is responsible for the naming (or renaming) of any facilities located on parcels of land under the jurisdiction of the Board. A facility is defined as a building, portion of a building, driveway, intersection, walkway, or other parcel or portion of a parcel of land and places or natural features contained therein. Once a facility has been named, renaming will be approved only in extraordinary circumstances.
2. The Board of Selectmen is responsible for approval of the placement of memorial objects, artwork, signs or other fixtures on parcels of land under the jurisdiction of the Board. Examples include, but are not limited to, plaques, memorial or ornamental signs, sculptures, banners, benches, trees or other plantings, fountains, detached structures, and walls.

Procedure:

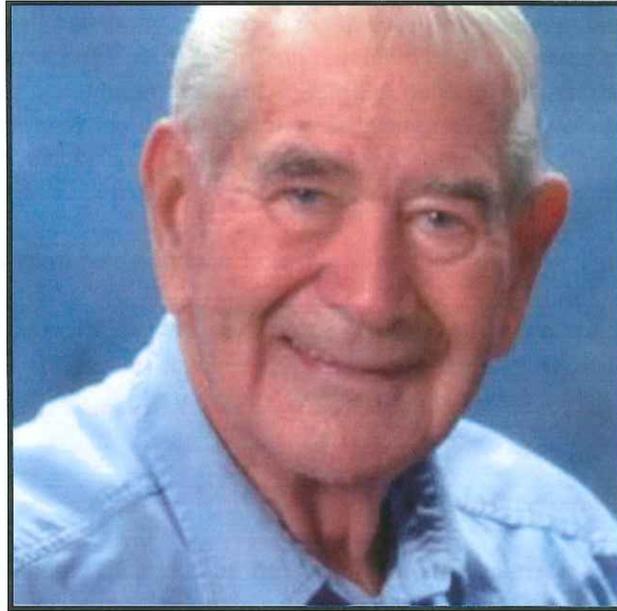
1. A proposal to name a facility must be submitted in writing to the Board of Selectmen and must include a summary outlining the merits of the proposal. The proponent or his or her designee will present the request to the Board of Selectmen at a regularly scheduled meeting. The Board will vote on the proposal no sooner than the next regularly scheduled meeting, after allowing a period of time for public comment. The Board of Selectmen may appoint a committee to assist with its review of any proposal.
2. A proposal for the placement of a memorial object, piece of artwork, sign, or other fixture must be submitted in writing to the Board of Selectmen and must include a summary outlining the merits of the proposal. The Board will vote on the proposal at a regularly scheduled meeting.
3. The Board of Selectmen shall review existing facility names to avoid duplication, confusing similarity or inappropriateness.
4. Approval of the placement of a memorial object, artwork, sign or other fixture will only be made after a determination by the Board of Selectmen that the proposal will not: limit physical access to the site; endanger the peace or safety of the public; interfere with any utility or access thereto; be limited by unacceptable special restrictions, conditions or

covenants; or create a significant budgetary obligation on the Town for which no provision has been made.

5. Donation of funds, memorial objects, artwork, signs, fixtures, or in-kind services must be formally accepted by the Board of Selectmen in accordance with Massachusetts General Laws.
6. Requests for naming of facilities or placement of memorials on land not under the jurisdiction of the Board will be referred to the appropriate Board.

Sam Weihe
"Solar Sam"

March 24, 1918 – February 7, 2010



Sam Weihe, a Needham resident for over 56 years, was known to thousands of students, teachers and parents as "Solar Sam." He engaged us in understanding that, "Every hour, enough sunlight energy reaches the Earth to meet the world's energy demand for a whole year."

– U.S Department of Energy

Document prepared by David E. Svendsen, October 2015.

SAM'S BEGINNINGS:

Sam was born in 1918, the year the Red Sox won the pennant. He grew up just south of Pittsburg, PA, the coal mining capital of the world. The area had the best coke in the world – coal that had been burned to get rid of the impurities, which, in turn, made the best steel. Sam served in the Merchant Marine in the North Atlantic during World War 2. He moved to Harrisburg, PA in 1950 to work for a chemical firm that made commercial dishwashing detergents, and 4 years later, relocated to Needham, MA. Over the years, Sam found innovative ways to improve the dishwashing machines he had observed while selling his product. Sam worked away in his garage on Lindberg Street, his home for over 56 years, building a prototype of a revolutionary "new" commercial dishwasher.

Previously, a restaurant had to have two separate machines – one for glass and one for dishes. All the food that came off dishes was recycled, and occasionally the soiled dish water would splash over into the rinsing areas. This was not visible on the dishes, but it was on the glassware. It was conventional wisdom that this was the best that could be hoped for from a machine. According to Sam, it didn't have

to be that way. Time to be creative. Sam tried to convince his company that there was a better way, but shortly thereafter he was fired. As the leading supplier of detergents, Sam's company worked closely with the Hobart company, the leading supplier of dishwashing machines. Hobart was not interested in Sam's theories, and did all they could to derail his efforts.

Sam was now 40, with two daughters, one heading off to college, with a family to support and no job. He had borrowed \$5K from a bank in PA to build his "dream." Within 2 to 3 months after losing his job, Sam had perfected his machine. He founded Adamation Inc., a company that revolutionized commercial dishwashing. Adamation dishwashers were used all over the world, including Howard Johnson's, the House of Commons, Selfridge's Department Store, TWA, Waldorf Astoria in NY, MIT, Harvard, Glover Memorial Hospital, and across the world. Sam's invention was a success!

Sam described himself as a "gadgeteer," not an engineer. He was an inventor and gadgeteer who held 27 patents.

Auxiliary Solar Powered Auto Drive System Pat. # 5,680,907 Oct. 28, 1997

Auxiliary solar-powered automobile drive system

<https://patentimages.storage.googleapis.com/pdfs/US5680907.pdf>

From Jane Weihe and the Needham Youth Commission:

Sam's interest in solar power started shortly after Sam retired at age 75, when one of his daughters enthusiastically introduced him to solar energy. Being a gadgeteer, Sam quickly purchased a few 12 volt solar panels and thought of an application he could test. In Sam's own words, "Gee, I thought, this panel is 12 volt DC current, and I have a little pump in the cellar that's 12 volt DC. I wondered if this could possibly go directly from the sun to that pump? Well, when the water shot eight feet in the air, my heart jumped eight feet along with it. From that moment on, I've been seeing how many uses I can find for solar energy." Sam was dubbed "Solar Sam" by his wife Kate, and is thus known to a generation of Needham youth, whom he taught about the benefits of solar energy.

Sam wanted to show as many people as possible, and particularly young people/students that sunlight could be converted into energy. He did this with a 4 volt solar panel, some wire and a small motor. Once the sun hit the solar panel, students could see the gear in the motor rotate. Then they were given materials (spoons, popsicle sticks, pipe cleaners, etc.) and asked to create a mini-solar project. Soon, students were bringing in their own materials from home and building more interesting and exciting solar projects.

The simplicity of it all. Take an abstract concept and make it tangible and accessible to all ... then unleash the creative process. Ingredients: a 4 volt panel, some wires, a motor, Solar Sam, and a pinch of creativity.

Steve Maas, Editor of Metro West, wrote:

"Sam poured his heart and soul into developing things that run on rays."

"He made himself a presence in schools, spreading the gospel of solar energy."

"Imagine if someone with Sam's devotion were to occupy the White House."

Dan McCulloch of the Cape Cod Times wrote about Sam in 1994:

“The future has arrived already – and it looks sunny.”

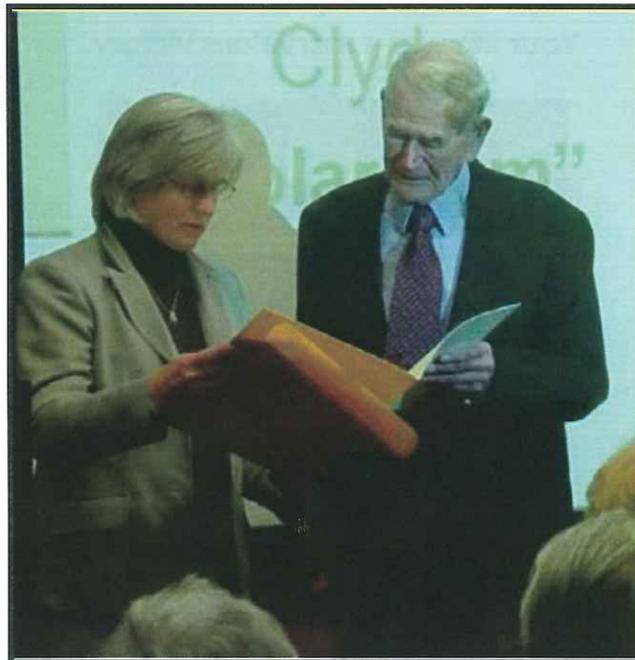
“He’s a guy of boundless energy, like Johnny Appleseed, spreading the seeds of solar energy. He’s a natural teacher with the body of a retired tennis pro, the disposition of Mr. Rogers and the enthusiasm of a barker at a carnival sideshow. His mission in life is to show the future of solar power to young people.”

2009 Recipient of the Patrick C. Forde “Good Person Award” from the Needham Youth Commission

For his dedication to solar energy and science education. Sharon Pickering, head of the science department at Pollard Middle School and Weihe’s nominator said, “He is Needham’s own Bill Nye, the science guy. The kids love him.”

https://www.youtube.com/watch?v=nCOF3_vaP4U

<http://www.needhamma.gov/DocumentCenter/Home/View/2158>



SAM'S TEACHING LEGACY:

Sam was able to show that sunshine can be turned into energy, and that today's sunshine can be saved with renewable batteries, and stored for tomorrow's needs.

In 2010 when it was announced at Needham High School that Sam had died at age 91, my wife, Guna, observed a sadness in the students in her class. They all remembered "Solar Sam," having met him in elementary or middle school ... "the nice man who made a difference."

Most of all, Sam loved children – young and old ... and children loved Sam!

Sam's teaching style was: learn by doing – "lessons that were educational, inspirational and recreational." A simple lesson, taught simply.

Sam was an optimist. He believed that change came from the bottom up. He believed that everyone, no matter who they were, could make a difference. Every day he was determined to do just that ... to make a difference. Sam did not wait for knowledge of alternative energy sources to work their way into mainstream culture. Sam shared that knowledge, day after day after day. Once he understood the power of the sun's energy, he was determined to share that knowledge with students and anyone else who would listen.

**Mr. Weihe, Sam, "Solar Sam" ...
Your life was a marvelous victory.**



3 OF SAM'S SOLAR INVENTIONS:

Solar Sam's Lawn Mower

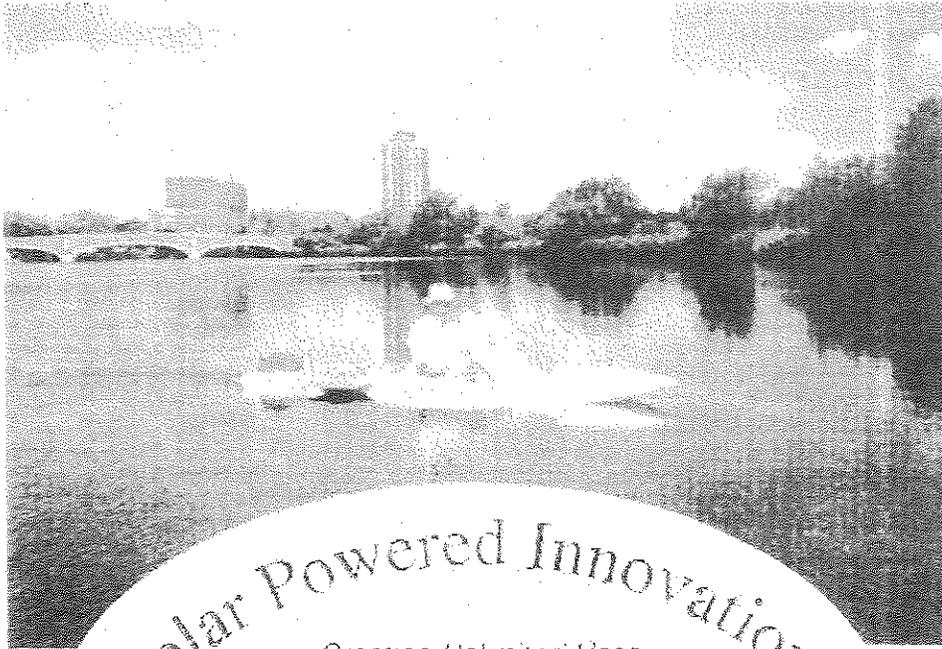
No Rope to Pull!
No gas to make it run!
Sunshine powers the  of a gun!



Solar Powered Innovations
*Creating Unlimited Uses For
Unlimited Solar Energy.*

Solar Sam's Products
17 Lindbergh Avenue
Needham, MA 02494

SOLAR CRUISING ON THE CHARLES



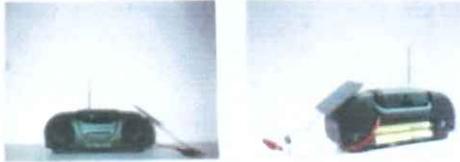
Solar Powered Innovations

*Create Unlimited Uses
for Unlimited Solar Energy
Solar Sense Products*

...the number of city...
...CONS...
...S... L...

...SOLAR...
...INNOVATIONS...
...SOLAR SENSE...

You can
REPLACE EXPENSIVE BATTERIES
 with wood substitutes and a
SOLAR PANEL THAT WILL
LAST FOR YEARS!



Did You Know?

"The amount of sunshine energy that hits the surface of the earth every minute is greater than the total amount of energy that the world's human population consumes in a year."
 U.S. Department of Energy

SOLAR POWERED INNOVATIONS
 Needham, MA 02464
 781-444-7966

SOLAR SAM'S



SOLAR BALL

Compatible with 21st Century Plus
 800mAh Rechargeable Batteries
 11 Cambridge Avenue, Needham, MA 02464



**MADE WITH REUSABLE
 SOLAR COMPONENTS**
 You can use Solar Balls to make better
 recycling and environmental
 your planet's choices.

RETROFIT FRIENDLY

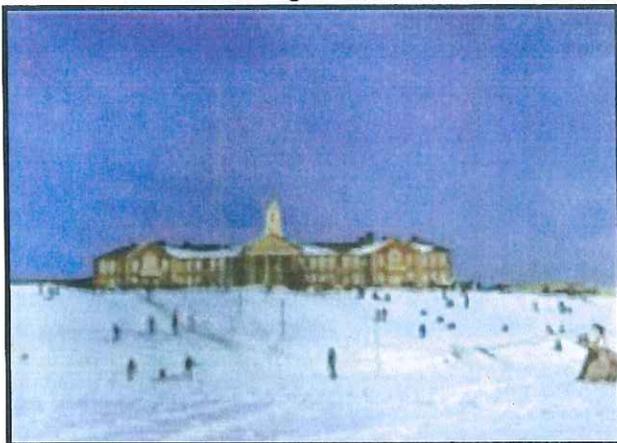
Solar Powered Innovations

Creating Unlimited Uses for Unlimited Solar Energy
 Solar Sam Products

11 Cambridge Avenue, Needham, MA 02464 781-444-7966

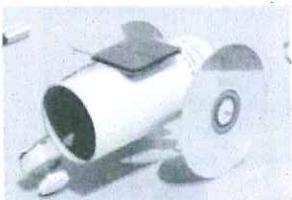
SAM'S CONTRIBUTIONS TO THE NEEDHAM COMMUNITY:

1962 – He built a rope tow and produced artificial snow for kids of all ages to enjoy winter on the High School hill



“Solar Sam” fostered solar awareness in the young and young at heart for over 20 years. He invented the Solar Explorer, his version of a solar powered car satisfying his vision to design products that were “educational, recreational and inspirational.”

◆ Extra! Extra! Extra! — CD Wheels!



- ◆ CD wheels on your Solar Explorer will run better — It's all in the mechanics —
 - The CD's are well rounded and stiff so will roll more evenly on the ground.
 - The CD wheels are bigger. Large wheels can roll easier than smaller wheels.
 - The narrow edge minimizes contact with the ground so minimizes friction.

◆ Using 2 old CD's you can modify your Solar Explorer as shown.

- Disassemble the rear wheels of your explorer and remove the hubs.
- Apply glue to the CD's and attach the hub as close to the center as possible.
- Allow the glue to dry then reassemble your Solar Explorer.

◆ Do you need detailed directions?

- View and download free directions at www.SolarSam.com.



Did you know?
 Every hour, enough sunlight energy reaches the Earth to meet the world's energy demand for a whole year.
 U.S. Department of Energy

◆ You can create many other great things with the parts in your Solar Explorer Science Kit.

Picture using motor as a generator to light a small light bulb	Picture of a juice bottle car with CD wheels
Picture of a radio running on the panel	Picture of the Solar power demo: Running a gear and recharging a battery

◆ We would love to hear about your creations. Email them to ideas@SolarSam.com

Solar Sam® Products: Designed to be Educational, Recreational and Inspirational
www.SolarSam.com

© 2011 by Alternative Energy, Needham Heights, Needham, MA

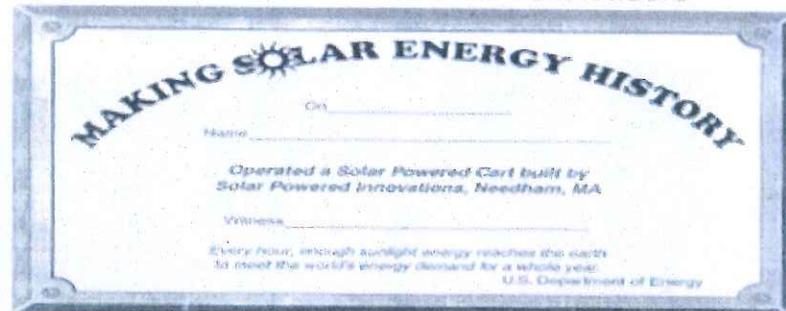
Sam created the world's largest Solar Powered Valentine with the Pollard Middle School Solar Club:
 "My Heart Rocks for You."
 (Appeared in the Needham Times)



He also built a Solar Powered Cart with a solar electric filling station ... goal 1 million rides
 (Needham Times Front Page, January 15, 1998)



SOLAR SAM'S GOAL — One Million Cart Riders



Needham Mitchell Elementary School

sets a record for introducing Solar Energy AWARENESS.

On April 5th and 6th 2004, 400 students Kindergarten thru 6th Grade experienced having a 100% solar powered ride.

A solar powered merry go round was provided for the Kindergarten kids and solar powered chariots gave the grade one to six a solar ride. The Principal and Teachers rode on a solar powered "Chair Mobile."

Dr. Mike Schwinden (Principal), Mike Toronto and Solar Sam (Clyde Weihe) provided the supervision to make it all happen.

Solar Sam provided the equipment and thoroughly enjoyed the excitement as 400 kids got a taste of Solar Energy. Solar Sam's daughter, Jane, started school as a 1st grader at Mitchell 50 years ago. Jane is now a teacher at Burnt Hills, NY. She has been responsible for Solar Sam's interest in promoting non-polluting, INEXHAUSTIBLE Solar Energy.



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

MEETING DATE: 12/22/2015

Agenda Item	Approve Building Department Permit Fees
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	David Roche, Building Commissioner, presented the Board with a proposal for increasing Building Department fees at the Board's meeting on November 10, 2015. The Board held a hearing on the proposed fee schedule on December 8, 2015. No additional feedback has been received.		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
	<i>Suggested Motion:</i> That the Board vote to approve the attached Building Permit Fee Schedule effective January 1, 2016.		
3.	BACK UP INFORMATION ATTACHED	YES	NO
	a. Proposed Permit Fee Schedule effective January 1, 2016		



Town of Needham
 Building Department
 500 Dedham Ave., Needham, MA 02492

Phone
 781-455-7550
 Fax
 781-453-2510

Permit Fee Schedule

Effective January 1, 2016

The fees for all permits shall be computed at a rate of \$10.00 per one thousand (\$1,000.00) of estimated construction cost of any fraction thereof, provided however, that in no event shall the fee be less than the minimum fee set out below.

Rounded up to the nearest thousand

Permit

Fee

Building Permits

Building Permit (including signs)	Per \$1,000.00 of construction of fraction thereof	\$10.00
Demolition Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Minimum Permit Fee; Residential (1 & 2 Family)	Flat Rate	\$150.00
Minimum Permit Fee; Residential (3 Family & Up)	Flat Rate	\$200.00
Minimum Permit Fee; Commercial	Flat Rate	\$200.00

Mechanical Permits

Electrical Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Plumbing Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Gas Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Sheet Metal Permit	Per \$1,000.00 of construction of fraction thereof	\$10.00
Sprinkler & Alarm Permit Fee; Commercial	Per \$1,000.00 of construction of fraction thereof	\$10.00
Minimum Permit Fee; Residential 1 & 2 Family	Flat Rate	\$100.00
Minimum Permit Fee; Residential 3 Family & up	Flat Rate	\$100.00
Minimum Permit Fee; Commercial	Flat Rate	\$100.00
After Business Hours /Facility Shut Down Insp.	Hourly Rate-minimum 4 hours	\$50.00 hr.

Other

All other work requiring permits	Per \$1,000.00 of construction of fraction thereof	\$10.00
Re-Inspection ; First re-inspection	Flat Rate	\$50.00
Re-Inspection; Second or subsequent	Flat Rate	\$100.00
Certificate of Use & Occupancy; no renovation	Flat Rate	\$ 100.00
Certificate of Use & Occupancy; Temporary or Partial; per unit, per month	Flat Rate	\$ 100.00
Certificate of Inspection per MSBC Section 106	Per place of Assembly	varied
Zoning Opinion; in writing	Flat Rate	\$100.00
Replacement permit card	Flat Rate	\$100.00
WORK STARTED WITHOUT PERMIT		DOUBLE FEE

Municipal Properties are exempt from all Building Department Fees



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

MEETING DATE: 12/22/2015

Agenda Item	West Suburban Health Group Joint Purchase Agreement
Presenter(s)	Kate Fitzpatrick, Town Manager Christopher Coleman, Assistant Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>Assistant Town Manager Christopher Coleman will recommend that the Board vote to approve changes to the Joint Purchase Agreement recommended by the West Suburban Health Group. The proposed changes primarily concern the method by which participating governmental units enter and exit the group, and the method by which the fund balance surplus or deficit is calculated. The Agreement may be amended upon the vote of 2/3rds of the governmental units after the Appropriate Public Authority (in this case the Board of Selectmen) has been provided with 30 days written notice. We received the final recommendation on December 4th.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<p><i>Suggested Motion:</i> That the Board vote to approve the revised West Suburban Health Group Agreement for Joint Negotiation and Purchase of Health and Life Coverages</p>			
3.	BACK UP INFORMATION ATTACHED	YES	NO
<p>a. West Suburban Health Group Agreement for Joint Negotiation and Purchase of Health and Life Coverages proposed revision draft.</p>			

DRAFT

WEST SUBURBAN HEALTH GROUP

**AGREEMENT for JOINT NEGOTIATION
and PURCHASE OF HEALTH and LIFE COVERAGES**

AS AMENDED THROUGH _____

Deleted: JANUARY 19, 2007

Article 1. Authority and Purpose.

This agreement is entered into in accordance with M.G.L. Chapter 32B, Section 12, to enable the governmental units executing this agreement as indicated in Article 17 hereof, and any additional governmental units accepted for participation in accordance with the procedures described in Articles 2 and 13 hereof, hereinafter referred to as the "Participating Governmental Units," to join together in negotiating and purchasing policies authorized under M.G.L. Chapter 32B, Section 3, including health, dental, and life insurance, Health Maintenance Organization coverage as authorized by M.G.L. Chapter 32B, Section 16, as well as Administrative Services Only coverage as authorized by G. L Chapter 32B, section 3A, which may include Preferred Provider Arrangements or other methods of self-funding as may be allowed by law. The economies of scale and other benefits derived through joint negotiation and purchase anticipated by the authority granted to the participants by M.G.L. Chapter 32B, Section 12, constitute the purpose of this agreement. The legal entity established by this agreement shall be known as the West Suburban Health Group ("the Group").

Article 2. Eligibility and Participating Governmental Units

A. Participants

The participants in this joint negotiation and purchase agreement are those listed as signatories to this agreement on each page of Article 17. Additional governmental unit participants may be added pursuant to this Article 2, Section C and Article 13.

B. Eligibility

Participants shall be Massachusetts governmental units as the term is defined in M.G.L. Chapter 32B, section 2(f).

C. Application for Participation

Membership in the Group is granted at the discretion of the Board of the Group. A governmental unit that wishes to participate in the Group must submit a written application to the Chairman of the Board of the Group. ~~The governmental unit must submit information and data as required by the Group. Upon acceptance into the Group, the Appropriate Public Authority of the new member unit must sign this agreement and fulfill all other obligations for participation as described in this agreement.~~

Deleted: New members must have adopted MGL Chapter 32B, Section 18 prior to the effective date of participation in the Group.

Deleted: also

D. Entry Fee

The Board may establish a one-time entry fee for each new member.

Article 3. Term of Agreement and Participation.

A. Duration

This agreement goes into full force and effect as of succeeding the April 1989 agreement and the 1995, 2006, and 2007 amended agreements of the West Suburban Health Group and shall continue in full force and effect for an indefinite period, subject to amendment as agreed upon in accordance with the terms of Article 13 of this agreement, so long as three or more governmental units elect to continue participation. This agreement shall continue unless and until terminated pursuant to law or by an instrument in writing executed by the Appropriate Public Authorities of at least two-thirds (2/3rds) of the Participating Governmental Units of the Group.

Deleted: succeeds and extends the April 1989 agreement and 1995 amended agreement of the West Suburban Health Group and shall continue in

B. Withdrawal of a Participating Governmental Unit

A Participating Governmental Unit may withdraw participation at its discretion on the anniversary of the active employee plan health plan contracts, i.e. withdrawal effective midnight on June 30th of any year. A governmental unit contemplating withdrawal from the Group must submit written notification to the Board of such intent to withdraw no later than December 31st (for a withdrawal date of June 30th, midnight). Any election by a governmental unit to terminate participation in this agreement requires written notification to the Board of such vote to withdraw no later than February 15th (for a withdrawal date of June 30th, midnight). A withdrawing Governmental Unit shall be subject to the liabilities described in Article 14.A.

Deleted: , but a withdrawal may only be effective on June 30th of any year.

Deleted: January 30th

Deleted: March 31st

Deleted: participating

A governmental unit may terminate its participation in the Group off-anniversary. Off-anniversary withdrawal may take place only on December 31st, midnight. Notification to the Board of the Unit's intent to withdraw off-anniversary must be made by the governmental unit in writing to the Board and received by July 1st. Any election by a governmental unit to terminate participation in this Agreement off-anniversary requires written notification to the Board of such vote to withdraw no later than September 30th for a withdrawal date of December 31st, midnight.

A withdrawing governmental unit shall be subject to the liabilities described in Article 14 of this Agreement.

A governmental unit that does not comply with the provisions of this Article, Article 14, or any other provision of the Agreement applicable to withdrawing from the Group, including its post-withdrawal financial obligations, may be subject to additional financial penalties, as determined by the Board.

A Participating Governmental Unit that has withdrawn participation from the Group shall not be eligible to reapply for membership until after the second anniversary date of the Group's health plan contracts following the unit's withdrawal of participation. The terms and requirements of Article 2.C. of this Agreement shall apply. A governmental unit that has withdrawn its membership twice or that has been terminated from the Group under Article 3.C., shall not be eligible to reapply for membership.

- C. Termination of a Participating Governmental Unit by the Group
Any Participating Governmental Unit which is 60 days in arrears for the payments due under Article 8 and Article 9 of this agreement may be terminated from participation in this Agreement for Joint Negotiation and Purchase of Health Coverage at the Board's discretion. Such termination shall not limit the Board from obtaining payment of all monies in arrears under Articles 8 and 9. A Governmental Unit that is terminated by the Group shall be subject to the liabilities described in Article 14.A.

- D. Termination of the Group
In the event that the Group terminates and there is a trust fund deficit as certified by the audited financial statements, each Participating Governmental Unit agrees to make payment of its share of such deficit. Such payments, if required, will be assessed on the basis set forth below.

In the event that the Group terminates and there is a trust fund surplus as certified by the audited financial statements, once all obligations of the Group have been met, surplus funds shall be distributed to the Participating Governmental Units on the basis set forth below.

The determination of a Participating Governmental Unit's proportionate share of the trust fund surplus or deficit as certified by the audited financial statements shall be calculated as follows:

The proportionate share of a Participating Governmental Unit shall be the sum of the Unit's active employee Self-only plan subscribers plus 2.35 times the number of Family plan subscribers, plus 0.35 times the number of self-funded medical-only senior plan subscribers, participating in the West Suburban Health Group plans for each month of the one-year period immediately prior to the effective date of termination of the Group divided by the sum of all subscribers (number of active employee plan Self-only subscribers plus 2.35 times the number of Family plan subscribers plus 0.35 times the number of self-funded medical-only senior plan subscribers), in the West Suburban Health Group plans for this same period. This formula shall also be applied to determine each Unit's proportionate share of a certified trust fund surplus or deficit for purposes described in Article 8, Section A. and in that case will

Deleted: (employees and retirees)

Deleted: (employees and retirees)

[Redacted]

be based on enrollments in the year for which the surplus or deficit has been certified.

Distributions will be made as soon as all obligations have been met but not more than twenty-four (24) months following the termination of the Group.

Deleted: thirty

Deleted: 30

Upon termination of the Group, the Board shall continue to serve to conclude the affairs of the Group.

Article 4. Administration and Governance/ Board and Committees

Administrative and governing authority shall be vested in a Board to be known as the West Suburban Health Group Board, hereinafter referred to as the "Board". The Appropriate Public Authority, as defined in M.G.L. Chapter 32B section 2(a), of each Participating Governmental Unit shall appoint one primary member of the Board, who shall have one vote, and one alternate representative who shall assume all of the responsibilities of the primary member in the event of the primary member's absence. Said appointments shall be made within thirty (30) days following the execution of this agreement by the Participating Governmental Unit. The Board Member representative of each governmental unit shall serve until replaced by the Appropriate Public Authority of the Participating Governmental Unit. It is understood and agreed that the Group may rely on the authority of each Board Member, or alternate representative, to represent the respective Participating Governmental Unit, and any vote of any individual Board Member shall be deemed to be binding upon the Participating Governmental Unit represented by such Board Member or alternate representative.

If both the primary and alternate representative attend a meeting, only the primary member may vote.

The West Suburban Health Group Board shall have full discretion to elect from its membership a chairman and any other officers that it deems appropriate and may elect to establish any committee for whatever purpose it deems appropriate and consistent with the terms of this agreement.

A. Steering Committee

The Board may elect from its membership (both primary and alternate members) a steering committee of up to seven (7) persons representing seven different Participating Governmental Units, hereinafter referred to as "the Steering Committee." The Steering Committee members shall serve for a term of one year or until removed by the Board, provided the members remain members of the Board. Steering Committee members may be elected for succeeding terms. In the event that a Steering Committee member is removed from the Board by the Appropriate Public Authority of the Participating Governmental Unit or by the Board, the Board may elect a replacement. The Steering Committee shall have whatever authority is granted to it by the Board including the establishment of advisory sub-committees. Such authority may include the authority to negotiate and contract with the insurance carriers or other health and dental coverage providers, claims administrators, reinsurers, consultants, and any other individuals or organizations deemed to be appropriate by the Steering Committee on behalf of and for the benefit of

the Board and each Participating Governmental Unit concerning the subject of this agreement.

The Steering Committee may be empowered to review annual rate renewals and negotiate health coverage renewal contracts, negotiate funding and other financial arrangements, including adoption of an Administrative Service Only financial arrangement, as authorized by M.G.L. Chapter 32B, Section 3A, recommend levels of coverage to the Board, and undertake any other matter authorized by M.G.L. Chapter 32B which is not specifically reserved to each respective Participating Governmental Unit.

The Steering Committee shall elect a chairperson.

B. Finance Committee

In addition, the Board may elect from its membership (both primary and alternate members) a finance committee of three (3) persons, representing three different Participating Governmental Units, hereinafter referred to as the "Finance Committee". The Finance Committee members shall serve for a term of one year or until removed by the Board provided the members remain members of the Board. Finance Committee members may be elected for succeeding terms. In the event that a Finance Committee member is removed from the Board by the Appropriate Public Authority of the Participating Governmental Unit or by the Board, the Board may elect a replacement. The Finance Committee shall have authority to select one or more banks for the deposit of premiums, capitation charges, and other payments required to administer this agreement. The Finance Committee shall also be authorized to invest funds administered by the Board and recommend to the Board and the Participating Governmental Units the amounts to be allocated to claims trust funds and other funds and accounts relating directly or indirectly to this agreement. The Finance Committee shall have such additional authority as may be granted to it by the Board. The Finance Committee shall elect a chairperson.

C. Centralized Administration

The Board, either directly or acting through its Steering Committee, may establish a central administrative office and employ such personnel or contract for such administrative services as may be necessary to carry out the provisions of M.G.L. Chapter 32B and this agreement.

Article 5. Quorum.

The Board shall adopt a schedule of meeting dates and times for the conduct of ordinary business and shall establish a reasonable procedure for notice to the members of the Board and Appropriate Public Authorities concerning special meetings. The Steering Committee and the Finance Committee shall, in a like manner, establish a procedure for adequate notice to each member for all meetings to be conducted. A quorum of the Board, the Steering Committee, and the Finance Committee shall consist of a majority of the members of the Board with reference to Board meetings, and a majority of the members of the Steering Committee with reference to the Steering Committee, and a majority of the members of the Finance Committee with reference to the Finance Committee. A majority vote of the members in attendance at a duly called meeting shall

be deemed to be a vote of the Board, the Finance Committee and the Steering Committee respectively except where a two-thirds (2/3s) vote is required by this Agreement. In the event of a tie vote, the motion shall be deemed to have been defeated.

The Board and all Committees are subject to the requirements of M.G.L. Chapter 39, Section 23 B (Open Meeting Law).

Article 6. Chairperson.

The Board, the Steering Committee, and the Finance Committee shall each elect from their respective memberships, by majority vote of the members at a duly called meeting at which a quorum is present, a Chairperson, who shall serve for a term of twelve (12) months, unless replaced prior to termination of such twelve-month period by a vote of respective majorities of the Board, Steering Committee and Finance Committee members in attendance at a duly called meeting. The Chairperson may be elected for succeeding twelve month terms at the discretion of the Board, the Steering Committee and the Finance Committee, respectively.

The elected Chairperson of the Board may be a candidate for election as Chairperson of the Steering Committee if he or she is a member of the Steering Committee, and may be a candidate for election as Chairperson of the Finance Committee if he or she is a member of the Finance Committee. No person, however, shall serve simultaneously as Chairperson of both the Finance Committee and the Steering Committee.

It shall be the duty of the respective Chairpersons to call meetings of the Board and the Committees, including designation of the date, place, and time of such meetings, and to perform other duties and functions as delegated by the Board and Committees respectively.

The Board and the Committees of the Board may elect any other officers for their respective bodies whom the Board and the Committees respectively deem appropriate, by vote of a majority in attendance at a duly called meeting at which a quorum is present. The term of office of any such additional officers or chairpersons shall be determined at the discretion of the Board or Committees respectively.

Article 7. Communication with Participating Governmental Units.

It shall be the duty of each member of the Board, and in the primary member's absence, the duty of the alternate member, to communicate all matters relating to the action of the Board to the member's respective Participating Governmental Unit's Appropriate Public Authority. Copies of the minutes of Board and Steering Committee meetings shall be sent to each participant's Appropriate Public Authority and Town or District Clerk. In the event that both the primary and alternate members representing a governmental unit are absent, it is the duty of the Chairperson, acting directly or through the central administrative office or other designee of the Chairperson, to communicate in writing and in a timely manner to the absent Board member's respective Appropriate Public Authority any action taken by the Board.

It shall be the duty of the Chairperson of each Committee of the Board to report to the Board through the Chairperson of the Board all actions taken by the Committee. In

addition, it shall be the duty of each Committee to report to the Board membership at a duly called meeting of the Board, the actions of the Committee and, in any event, such reports shall be made no less than two times during each fiscal year.

Article 8. Determination of Contributions to the Trust Fund(s)

- A. Determination of contributions for plans offered by the Group
The Board, either directly or through the Steering Committee, shall determine the monthly funding rates, or contributions, payable by each Participating Governmental Unit. Those rates shall be set at amounts which, in the aggregate, will fully satisfy the funding requirements of the claims trust fund, which requirements shall include all expected claims, claims administration, and reinsurance costs.

Deleted: WSHG

The Board may decide to reduce the contribution rates by use of Trust Fund unencumbered funds (surplus) or may decide to increase contribution rates to make up for any Trust Fund deficit.

In the case of a certified surplus in the health trust fund (or other trust fund, if applicable), the Board will determine whether some or all of the excess funds will remain in the Trust Fund as working capital, or will be used for the purpose of reducing future contribution rates, or be distributed to the Participating Governmental Units through the Joint Negotiation and Purchase Agreement according to each Participating Governmental Unit's proportionate share as outlined in Article 3, Section D of this agreement.

In the case of a certified deficit, the Board will determine whether it will resolve the deficit through increasing participants' future contributions or whether additional revenue will be raised from direct assessment of the Participating Governmental Units on the basis of each Participating Governmental Unit's proportionate share as outlined in Article 3, Section D of this agreement.

The Steering Committee shall have authority to negotiate monthly premiums with health, life, and dental insurance carriers, health maintenance organizations, and preferred provider organizations. Rates negotiated by the Steering Committee must be approved by a majority vote of the Board present at a duly called meeting at which there is a quorum.

- B. Negotiation and Assessment of Administration and Other Expenses
The Steering Committee shall have the authority to negotiate claims administration fees, program management and central benefit administration fees, consulting fees, COBRA administration fees, reinsurance premiums, and other fees and payments related to the ongoing operation of the Group and the benefits programs sponsored by the Group.

It is agreed that program management and central benefit administration fees, consulting fees, COBRA administration fees, audit fees, treasurer's fees, and other fees and expenses related to the ongoing operation of the Group and the benefits programs sponsored by the Group shall be assessed annually to the Participating Governmental Units on a proportional basis.

C. Annual Independent Financial Audit and Certification of the Trust Fund Balance

The Board, either directly or through the Steering Committee, shall engage an independent certified public accounting firm to determine within six (6) months of the end of the policy year, a reconciliation of the trust fund balance for the joint purchase group. If the Group is self-funding more than one benefit coverage authorized by M.G.L. Chapter 32B, ex. health and dental plan coverage, the fund balances for these lines of coverage shall be separately certified.

In establishing the reconciled balance, the auditor shall include a factor to represent the cost of claims incurred within the Plan Year but which had not been paid as of the reconciliation date.

The Board shall provide one copy of the auditor's report to the Appropriate Public Authority of each of the Participating Governmental Units.

Article 9. Payment of Contributions to the Trust Fund(s) by Participating Governmental Units

A. Monthly Payments to the Trust Fund(s)

A Participating Governmental Unit shall make payment on a monthly basis of contributions and assessments allocated to it. The central administrative office or other designee of the Board shall determine the appropriate payment due from each participating governmental unit each month.

Each Participating Governmental Unit shall receive quarterly reconciliation reports detailing the basis for such payment

requirements, and all such payments are subject to independent audit by each Participating Governmental Unit.

B. Additional Payments as May Be Required

In the event that the Board determines that additional funds are required to meet the plans' benefit obligations as contemplated in Article 8, Section A., the Board shall be authorized to obtain funds through borrowing or through requiring Participating Governmental Units to make advance payments of contributions.

C. Due Date for Payments

All payments described in this Article 9 shall be due and payable on the due date specified on the monthly trust fund invoice. Interest at a rate determined by the Board or its designee may begin to accrue starting on the 8th day following the due date on the invoice.

Article 10. Establishment and Operation of the Group's Trust Fund(s)

A. Appointment of Treasurer

The Board may appoint a Treasurer and an Assistant Treasurer to receive and hold all contributions described in Articles 8 and 9 and other funds of the Group as provided in this Article 10.

The Treasurer shall be required to obtain a fidelity bond for himself/herself and for the Assistant Treasurer in an amount designated by the Board. The premium expense for said bond shall be paid by the Group.

B. Trust Fund Bank Accounts and Investments

The Board, or Treasurer if designated by the Board, shall contract with one or more banks to act as depository of payments contemplated by Article 9, and accounts established shall be interest bearing accounts. Each designated bank shall be required, as a precondition to service as such depository, to act under the direction of the Board or its designee for the benefit of the Participating Governmental Units and the Board and shall provide for periodic reports and statements of accounts as required by the Board or its designee.

The Board, or Treasurer if designated by the Board, shall establish one or more checking accounts, which may be interest or non-interest-bearing accounts. Said checking accounts shall be funded from the Trust Fund depository account(s). The Board, or Treasurer if authorized by the Board, shall make deposits as required from the Trust Fund depository(ies) into the checking account(s) and the Board may authorize the Treasurer to draw on such checking accounts for the payment of covered benefits to plan members and for administrative and reinsurance expenses, and other expenses associated with the operation of the Group.

All payments for covered benefits for eligible plan members, all administrative fees, health plan premiums, reinsurance premiums, consulting fees, attorney's fees, Treasurer's fees, banking fees, and other expenses related to the operation and development of the Group and its programs shall be paid from the Group's Trust Fund.

The Board, or the Treasurer upon authorization by the Board, may invest a portion of the Group's Trust Fund monies in certain investments as permitted by law and this agreement. The Treasurer will report to the Board on the status of investments at least once per quarter-year.

C. Investment Policy

The Treasurer shall be responsible for the investment of cash generated from the operations of the trust fund and maintained as part of the working capital of the trust fund(s).

The Treasurer is authorized to invest available funds in a prudent manner considering quality, liquidity, safety and yield. The Treasurer may, with the approval of the Board, enter into banking agreements with the Massachusetts Municipal Depository Trust, and/or a commercial bank for the investment of available funds through a cash management program such as a daily "sweep account"; purchase a short-term commercial paper at no less than AA rated quality by a recognized rating service; employ a Trust Department of a commercial bank, familiar with non-profit organizations, to invest such funds as the Treasurer believes can be

prudently set aside for a longer period of time, not to exceed a weighted average maturity of 2.5 years.

D. Financial Accounting and Reporting

The Treasurer shall maintain a general ledger and shall report to the Board at least once per quarter-year on receipts and disbursements, assets and liabilities, and perform all matters of recording and reporting according to generally accepted accounting principles.

The Treasurer shall keep separate records and provide separate reports on health, life, dental (and any other coverage lines authorized by M.G.L. Chapter 32B) receipts and disbursements, if applicable.

Article 11. Autonomy of Participating Governmental Units in Collective Bargaining and Eligibility Determination

A. Collective Bargaining

Notwithstanding any other provisions of this agreement, a governmental unit maintains its autonomy and responsibility for collective bargaining. Each Participating Governmental Unit shall determine the level of contribution that it will make towards benefits provided to its employees/retirees through this agreement provided that said contribution is in conformance with M.G.L. Chapter 32B.

B. Eligibility Determination

Nothing contained in this Agreement for Joint Negotiation and Purchase of Health and Life Coverages shall in any way limit the authority of a Participating Governmental Unit to determine that a person is eligible for participation in the health coverage program, provided that the person is eligible under M.G.L. Chapter 32B. Unless the Group specifically contracts for centralized services regarding notification of eligibility, including notification to and from affected parties of eligibility rights under M.G.L. Chapter 32B, the Consolidated Omnibus Reconciliation Act (COBRA) of 1985, and any other applicable federal and state statutes, these functions and tasks, as well as employee direct billing, shall be the responsibility of and determined by the Participating Governmental Unit.

Article 12. Participation in Health Benefits Program

A. Requirements for Participation in Plans Sponsored by the Group

1. Employee plans

Participating Governmental Units agree to offer to employees at least one Exclusive Provider Organization (EPO)/Health Maintenance Organization (HMO) health plan from each health plan provider organization with which the Group contracts. Each year by January 5th or the first business day thereafter, each Participating Governmental Unit shall report to the

West Suburban Health Group Chair or to his/her designee the names of the employee plans that the Unit will offer for the next policy year that commences on July 1 of that year. If, because of ongoing collective bargaining, the Unit is not able to report the plan offerings by January 5th, the Unit will do so as soon as this information is known. Each year at least sixty (60) days prior to the health plan anniversary date, a Participating Governmental Unit may request the Board to make an exception to this requirement if a particular health plan provider organization's network of providers does not serve the geographical area represented by the Unit or its workforce. A majority vote of the members of the Board present at a duly called meeting at which a quorum is present is required to override these participation requirements.

2. Senior plans for retirees with Medicare Part A and Part B

Participating governmental units agree to offer all senior plans sponsored by the Group.

B. Exclusive Participation Requirement

Participating Governmental Units may offer to employees only those health plans sponsored by the Group. Each year at least sixty (60) days prior to the health plan anniversary date, a Participating Governmental Unit may request that the Board make an exception to this requirement by permitting the Unit to offer a plan not sponsored by the Group, but only to those employees and retirees who were enrolled in the Plan in the year immediately prior to the Plan Year for which the request for exception is sought (frozen enrollment basis). A majority vote of the members of the Board present at a duly called meeting at which a quorum is present is required to override the requirement of exclusive participation.

Article 13. Amendment Procedure

A. Language of this Agreement

This agreement may be amended at any time, provided that the Board representatives of two-thirds (2/3rds) of the governmental units then participating in this agreement vote to accept such amendment. However, no vote on an amendment shall take place until the Appropriate Public Authority has been provided with at least thirty (30) days written notice of the substance of the proposed amendment.

B. Addition of new Governmental Units

Additional governmental unit participants may be added commencing on a date mutually agreed upon, provided that the Board members representing no less than two-thirds (2/3rds) of the Participating Governmental Units vote to accept such additional participants.

Article 14. Liability Following Termination of Participation

A. Participating Governmental Unit's Liability

A Participating Governmental Unit shall have no liability for contributions and assessments for any period following the effective date of termination of its participation under this agreement, except for (1) the governmental unit's proportionate share of any trust fund deficit as certified by the audited financial statements in the applicable trust fund as of the effective date of the governmental unit's termination, (2) unpaid contributions or assessments attributable to periods prior to the effective date of the governmental unit's termination, and/or (3) subsequent expense for its covered members still on the plan after termination (where required by law).

A withdrawing participating governmental unit ("the Unit") that withdraws from the Group on anniversary, i.e. on June 30th, midnight of any year as described in Article 3, Section B, agrees to reimburse the Group for the full amount of the first month of run-out claims (claims paid by the Group in the first month of the Unit's withdrawal, i.e. July, for services incurred while the Unit was a participant of the Group) for covered services rendered to the Unit's covered employees, retirees, other eligibles as described in MGL Chapter 32B, and their dependents who had been enrolled in the Group's self-funded health plans prior to midnight on June 30 of the year of the Unit's withdrawal. The Group will submit a request for payment to the Unit in August for claims paid in July for services to the Unit's members. Payment by the Unit will be due to the Group no later than September 30 of the same year. A final settlement of the one-month of run-out claims liability will take place six (6) months after the Unit has withdrawn and will be based on actual claims paid in July following withdrawal.

A withdrawing governmental unit ("the Unit") that withdraws off-anniversary, i.e. on December 31 at midnight of any year, agrees to reimburse the Group in full for the Unit's run-out claims paid through June 30 of the following calendar year, i.e. six (6) months of run-out claims. A unit terminating its Agreement with the Group off-anniversary agrees to pay an up-front deposit ("the run-out claims deposit") for the Unit's estimated run-out claims. The run-out claims deposit will be calculated by multiplying the Unit's average monthly paid claims for the Unit's last six (6) months of participation in the Group by 1.5. The run-out claims deposit will be billed to the Unit in January, the effective month of withdrawal, and payment by the Unit will be due by February 28 of the same year. A final settlement of actual claims paid compared to the run-out claims deposit will be determined eight (8) months after the Unit's withdrawal/termination.

If a settlement on the post-withdrawal/termination run-out claims deposit compared to actual run-out claims for the six-month run-out period indicates an amount is due by the Unit to the Group or that an amount is due by the Group to the Unit, payment by either party shall be made within thirty (30) days of delivery to the Unit of the settlement data and calculation.

A withdrawing or terminated Participating Governmental Unit shall not be entitled to any surplus in the trust fund(s).

Deleted: Any payment owed by the terminated governmental unit to the Group for its proportionate share (as defined in Article 3, Section D) of a trust fund deficit as certified by the audited financial statements shall be paid within sixty (60) days following the Board's acceptance of the annual audited financial statements unless another date is mutually agreed upon by the Group and the terminating governmental unit.¶

B. Liability of the Group after Termination or Withdrawal of a Participating Governmental Unit

The Group shall have no liability for coverage for benefits received by a plan member of a terminated or withdrawn governmental unit after the date of termination/withdrawal, except as may be provided in the Plan Document of the applicable health plan.

Article 15. Hold Harmless Protection

A. Personal Protection for Board Members

Each Participating Governmental Unit agrees that it is its responsibility to assure that each primary representative and alternate representative designated by the Participating Governmental Unit to service on the Board and any committee established by the Board shall be indemnified and held harmless from personal financial loss and expense, including reasonable legal fees and costs, if any, to the full extent permitted by all applicable statutes, including M.G.L. Chapter 258, Sections 8, 9, and 13.

Indemnification should be provided for liability arising from all activities directly related to the establishment of this agreement and all related activities, commencing on and after the effective date of the April 1989 agreement and this agreement through and including the date which such designated representative terminates his or her position as a delegate or alternate delegate to the Board and the Board's committees. This hold harmless protection should include indemnification for any claim, demand, suit, or judgment relating to any act or omission arising as a result of such person's service to the West Suburban Health Group Board, except for intentional violation of the civil rights of any person. This hold harmless status should include any and all activities relating to such Board participation, including, but not limited to, serving on any related committee, holding an office as a member of the Board or Committee established by the Board, traveling to and from meetings relating to the designee's service, communications and all other acts related to the appointment as a delegate or alternate delegate of the Participating Governmental Unit.

B. For West Suburban Health Group

Each Participating Governmental Unit agrees to hold the Group harmless from any and all charges, including legal fees, judgments, administrative expenses, and benefit payment requirements, that may result at any time arising from or in connection with any and all negligent or willful acts or omissions (including failure to comply with any laws or regulations), fraud or criminal conduct of the Participating Governmental Unit and its employees, past or present.

Article 16. Miscellaneous

- A. Entire understanding
This agreement represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof and may not be changed or modified except as described in Article 13 of this agreement. No inferences shall be drawn from any variance between this agreement and any prior written agreement.
- B. Governing law
This agreement and all notices, instruments and documents executed pursuant hereto or in connection herewith shall be deemed to be governed by the laws of the Commonwealth of Massachusetts.
- C. Binding effect
All the terms and provisions of this agreement shall be binding on and inure to the benefit of and be enforceable by the respective parties hereto, their successors, and legal representatives.
- D. Counterparts
This agreement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but also such counterparts shall together constitute one and the same agreement.
- E. Severability
If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then the affected provision shall be curtailed and limited only to the extent necessary to bring said provision within the legal requirements, and this Agreement as so modified shall continue in full force and effect.

Article 17. Signatories to Agreement

By our signatures, we, the undersigned Appropriate Public Authority (M.G.L. Chapter 32B, Section 2(a)) evidence our acceptance of the terms of this Agreement for Joint Negotiation and Purchase of Health and Life Coverages on behalf of our governmental unit.

For:

Participating Governmental Unit (M.G.L. Chapter 32B, Section 2(f))

Signature of Board member

Date

WSHG Agreement for Joint Negotiation & Purchase of Health and Life Coverages as amended through

(Name of Board member printed)



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

MEETING DATE: 12/22/2015

Agenda Item	Acceptance of Declaration of Restrictive Covenant and Back-Up Easement
Presenter(s)	Kate Fitzpatrick, Town Manager

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
	<p>The Planning Board has requested that the Board of Selectmen accept and execute a Declaration of Restrictive Covenant by Jorge L. Oslan, Manager, Oak Street LLC, to the Town of Needham, Massachusetts and a Grant of Back-up Easement by Jorge L. Oslan, Manager, Oak Street LLC, to the Town of Needham, Massachusetts, Judson A. Trask and Florence E. Trask, Kathryn L. Daddesio and Paul S. McSweeney.</p> <p>The Declaration of Restrictive Covenants establishes the conditions placed on Lot 2 as a result of the creation of the private way as follows: (1) prohibits further subdivision of the property and limits land use; (2) limits house foot print size to 2,600 square feet and building height to 32 feet; (3) establishes maintenance responsibilities and means of construction on the private way; (3) lays out rights of access to the private way; and (4) grants to the Town the right to use the private way for all purposes for which public ways are used. The Back-Up Easement is included in the roadway layout for Cypress Street. The Back-up Easement grants to the Town and abutters with rights in Cypress Street the right to use the back-up area for the purpose of turning vehicles around.</p>		
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
	<p><i>Suggested Motion:</i> At the request of the Planning Board, that the Board accept and authorize the Chairman to sign the Declaration of Restrictive Covenant by Jorge L. Oslan, Manager, Oak Street LLC, to the Town of Needham, Massachusetts and a Grant of Back-up Easement by Jorge L. Oslan, Manager, Oak Street LLC, to the Town of Needham, Massachusetts, Judson A. Trask and Florence E. Trask, Kathryn L. Daddesio and Paul S. McSweeney.</p>		
3.	BACK UP INFORMATION ATTACHED	YES	NO
	<ul style="list-style-type: none"> a) Letter from Lee Newman, Director of Planning & Community Development b) Declaration of Restrictive Covenant by Jorge L. Oslan, Manager, Oak Street LLC, to the Town of Needham, Massachusetts c) Grant of Back-up Easement by Jorge L. Oslan, Manager, Oak Street LLC, to the Town of Needham, Massachusetts, Judson A. Trask and Florence E. Trask, Kathryn L. Daddesio and Paul S. McSweeney (for information only) d) Definitive Subdivision Decision, 66 Oak Street, dated August 10, 2015, recorded in the Norfolk County Registry of Deeds, Book 33458, Page 494 (for information only) e) Subdivision Covenant Under Provisions of General Laws, Chapter 41, Section 81-U by Jorge L. Oslan, Manager, Oak Street LLC (for information only) f) Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham, Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, Sheet 1 of 5, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015 and November 5, 2015 (for information only) 		



TOWN OF NEEDHAM, MA

PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT

500 Dedham Ave
Needham, MA 02492
781-455-7550

PLANNING

December 17, 2015

Ms. Kate Fitzpatrick
Town Manager
1471 Highland Avenue
Needham, MA 02492

Re: DEFINITIVE SUBDIVISION
66 Oak Street, Needham, MA

Dear Ms. Fitzpatrick:

Enclosed please find the following documents:

1. Declaration of Restrictive Covenant by Jorge L. Oslan, Manager, Oak Street LLC, to the Town of Needham, Massachusetts;
2. Grant of Back-up Easement by Jorge L. Oslan, Manager, Oak Street LLC, to the Town of Needham, Massachusetts, Judson A. Trask and Florence E. Trask, Kathryn L. Daddesio and Paul S. McSweeney;
3. Definitive Subdivision Decision, 66 Oak Street, dated August 10, 2015, recorded in the Norfolk County Registry of Deeds, Book 33458, Page 494;
4. Subdivision Covenant Under Provisions of General Laws, Chapter 41, Section 81-U by Jorge L. Oslan, Manager, Oak Street LLC; and
5. Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham, Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, Sheet 1 of 5, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015 and November 5, 2015.

The above-named documents were required by the Needham Planning Board as a condition of the Board's approval of the 66 Oak Street Definitive Subdivision. Please have the Board of Selectmen accept and execute items 1 and 2 above at their meeting of Tuesday, December 22, 2015. I will drop off the original executed documents at your office on Monday, December 21 for the noted purpose.

Finally, I have included the remainder of the subdivision documents under items 3 thru 5 for your reference.

Ms. Kate Fitzpatrick
December 17, 2015
Page 2

Please return the executed documents to the Planning Office. Should you have any questions regarding this matter, please feel free to contact me directly. Thank you for your assistance.

Very truly yours,

NEEDHAM PLANNING BOARD



Lee Newman
Director of Planning and Community Development

cc: David Tobin
Rick Merson
Tony Del Gaizo

DECLARATION OF
RESTRICTIVE COVENANT

This Declaration is made this day of December, 2015, by Oak Street, LLC, a Massachusetts limited liability company with an address of 235 Billerica Road, Chelmsford, MA 01824 (hereinafter, the "Declarant").

WHEREAS the Declarant is the fee owner of a portion of the un-constructed private way known and designated as Cypress Street (the "Private Way"), as well as certain land situated in Needham, Norfolk County, Massachusetts, shown as Lot 1 and Lot 2, on plan consisting of five (5) sheets as follows: "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham, Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749: Sheet 1 of 5, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015 and November 5, 2015; Sheet 2 of 5, Contour Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, February 25, 2015, March 23, 2015, April 6, 2015 and November 5, 2015; Sheet 3 of 5, Plan and Profile, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015 and November 5, 2015; Sheet 4 of 5, Details, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, March 24, 2015, April 6, 2015 and November 5, 2015; and Sheet 5 of 5, House Footprint Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, March 24, 2015, April 6, 2015 and November 5, 2015, which Sheet 1 shall be recorded herewith, and all of which Sheets are hereinafter referred to as the "Plan";

WHEREAS the Town of Needham Planning Board approved the Plan subject to certain conditions and waivers as set forth in the Board's decision dated July 21, 2015, entitled "Definitive Subdivision Decision, 66 Oak Street" (hereinafter the "Decision"), said Decision recorded with Norfolk County Registry of Deeds in Book 33458, Page 494;

NOW THEREFORE, the Declarant hereby declares, pursuant to the Decision, that Lots 1 and 2, as shown on the Plan, (hereinafter referred to as the "Lots"), shall be held, sold and conveyed subject to the following restrictions and conditions, for the benefit of the Town of Needham, its successors and assigns, and for the benefit of the owners of said Lots, their heirs, successors and assigns, said restrictions and conditions to run with the Lots and to be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, in perpetuity.

1. Neither the Declarant, nor any successor owner or owners of Lot 1 or Lot 2, as shown on the Plan, shall use the Lots for any purpose other than single-family residential use, or lot owner

home occupations as allowed under the Zoning By-Law, and there shall be no further division of Lot 1 or Lot 2 without the prior written approval of the Planning Board.

2. Until such time as any other house is served by the Private Way ("served by" means the primary driveway/vehicular access of the other house is oriented towards and connects with the Private Way), each and every owner or owners of Lot 2 shall be responsible and liable for the costs of the maintenance, repair and reconstruction of the Private Way shown on the Plan and designated thereon and all services, the installation of which are required in connection with the Decision, or which may be installed at any time, including, without limitation, maintenance, repair and reconstruction of the roadway, water, sewer and drainage facilities and other utilities and related equipment, turfstone grid pavers, monuments, landscaping and street signs, as and whenever necessary, and including all actions of any kind or nature necessary or appropriate in order to maintain the Private Way in a good, safe and passable condition, including snow plowing and mowing, providing access from Lot 2 to the public way shown on the Plan, and providing adequate services to Lot 2, all in accordance with these conditions. The turfstone grid pavers shall be maintained by the owner or owners of Lot 2 free of debris and with the grass regularly mowed so as not to disturb the flow and drainage of rainwater and so as to provide for continued access for emergency vehicles and so as to not be an aesthetic detriment to the neighborhood. If, in the future, other houses shall become served by the Private Way, the owner or owners of Lot 2 shall thereafter be responsible and liable for their proportionate share of any such maintenance, repair and reconstruction.

3. Until such time as any other house is served by the Private Way, each and every owner or owners of Lot 2 shall perform all maintenance, repairs and reconstruction required for or on the Private Way in compliance with and in conformity with requirements of the Town of Needham and other requirements imposed by law or governmental authority. If, in the future, other houses shall become served by the Private Way, the owner or owners of Lot 2 shall thereafter be responsible and liable for their proportionate share of any such maintenance, repair and reconstruction.

4. The respective owner or owners of Lot 2 shall not use or permit their guests and invitees to use the Private Way for any purpose other than ingress and egress from Lot 2, such use to be limited to pedestrian and private-passenger vehicular traffic, and such other vehicular traffic as is necessary from time to time in cases of emergency, delivery of customary and usual household services and equipment or in connection with the maintenance, repair or reconstruction of the Private Way, the Lots, and any structures thereon and services installed thereon, or hereunder. No owner or owners of Lot 2 shall park or cause to be parked any motor vehicle on the Private Way.

5. Any and all maintenance, repair or reconstruction work performed on or to the Private Way or in connection with services installed thereon or hereunder shall be carried out so as to ensure that no fill material nor any products or excavation or erosion resulting from or arising in connection with such work shall be discharged into any storm drainage system. Soil and other material or debris shall be removed from the site only to the extent necessary in connection with such work.

6. No owner or owners of Lot 1 or Lot 2 shall at any time request that the Private Way be laid out or accepted as a public way in the Town of Needham unless such owner(s) at its or their sole expense, perform and complete such work as is necessary to cause the Private Way to comply with all standards and regulations of the Town of Needham without waiver, and obtain all permits and approvals required by law in connection therewith. If the Private Way is accepted by the Town of Needham as a public way, at any time, then the provisions hereof applicable to ownership and maintenance of the Private Way shall thereupon terminate.

7. No owner of Lot 1 or Lot 2, shall at any time request or petition that any drainage system, water pipes, sewer pipes or related equipment or any other improvement within the subdivision for which design or improvement requirements have been waived by the Board as provided herein, be accepted or maintained by the Town of Needham.

8. Buildings and structures placed on either Lot 1 or Lot 2 shall be limited to a maximum height of 32 (thirty-two) feet and a maximum building footprint, including garage, of not more than 2,600 square feet.

9. The Town of Needham and its designees shall have the right to enter upon and use the Private Way for all purposes for which public ways are used in the Town of Needham.

10. In any sale or transfer of Lot 1 or Lot 2, the deed or other instrument shall refer to and incorporate the above conditions, and any conveyance shall include transfer of a fee interest or the perpetual right and easement to use the Private Way in common with others lawfully entitled thereto for all purposes for which public ways in the Town of Needham may now or hereafter be used consistent with the provisions hereof, and the subsurface areas, equipment and facilities used and maintained in connection with the provision of water, sewer, drainage and other utility services provided to the conveyed premises. Any deed or other instrument purporting to transfer or convey any interest in Lot 1 or Lot 2 which does not expressly refer to and incorporate these conditions shall nevertheless be deemed to contain the same and in all events shall be subject thereto.

This Restrictive Covenant incorporating conditions 3 through 13 of the Decision will be recorded in the Registry of Deeds and shall run with the land and shall be enforceable by the Town of Needham. This Restrictive Covenant shall be referenced on the Plan and shall be recorded therewith. This Restrictive Covenant shall be enforceable in perpetuity or for the longest period permitted by law and in any event for 100 years.

For Declarant's title see Deed recorded with Norfolk County Registry of Deeds in Book 30985, Page 362.

IN WITNESS WHEREOF, the said Oak Street, LLC, has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by the aforesaid Jorge L. Oslan, its Manager, hereto duly authorized, this day of December, 2015.

Oak Street, LLC

By: _____
Jorge L. Oslan
Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

December , 2015

Then personally appeared before me the above named Jorge L. Oslan, Manager of Oak Street, LLC, personally known to me or proved to me through the production of sufficient evidence to be the person whose signature is affixed above, and acknowledged that he signed the foregoing document freely for its stated purpose as Manager of Oak Street, LLC.

Notary Public
My commission expires:

Approved as to Form:

David Tobin
Town Counsel

ACCEPTANCE BY THE TOWN OF NEEDHAM

The foregoing Declaration of Restrictive Covenants hereby is accepted by the Town of Needham, subject to the terms and conditions set forth therein.

TOWN OF NEEDHAM
By Its Board of Selectmen

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

December , 2015

On this ___ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, Selectman of the Town of Needham, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ACKNOWLEDGMENT AND ASSENT OF MORTGAGEE

Dedham Institution for Savings, holder of a mortgage interest in the above described premises pursuant to mortgage dated January 31, 2013, recorded in the Norfolk County Registry of Deeds at Book 30985, Page 367, hereby acknowledges, assents to, and agrees to be bound by the foregoing Declaration of Restrictive Covenants, and agrees that same shall have the same status, force and effect as though executed and recorded before taking of the mortgage interests and further agrees that the mortgage interests shall be subordinate to same.

IN WITNESS WHEREOF the said Dedham Institution for Savings has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by _____, its (title of corporate officer), duly authorized, this _____ day of December, 2015.

Dedham Institution for Savings

by:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

December _____, 2015

Then personally appeared the above named _____ of Dedham Institution for Savings as aforesaid, personally known to me or proved to me through the production of sufficient evidence, namely to be the person whose signature is affixed above, and acknowledged that s/he signed the foregoing document voluntarily for its stated purpose as of Dedham Institution for Savings, before me,

Notary Public
My commission expires:

GRANT
OF
BACK-UP EASEMENT

WHEREAS, Oak Street, LLC, a Massachusetts limited liability company with an address of 235 Billerica Road, Chelmsford, MA 01824 (the "Owner"), is the owner of certain land situated in Needham, Norfolk County, Massachusetts, shown as Lot 1 and Lot 2, on plan consisting of five (5) sheets as follows: "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham, Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749: Sheet 1 of 5, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015 and November 5, 2015; Sheet 2 of 5, Contour Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, February 25, 2015, March 23, 2015 April 6, 2015 and November 5, 2015; Sheet 3 of 5, Plan and Profile, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015 and November 5, 2015; Sheet 4 of 5, Details, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, March 24, 2015, April 6, 2015 and November 5, 2015; and Sheet 5 of 5, House Footprint Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, March 24, 2015, April 6, 2015 and November 5, 2015, which Sheet 1 shall be recorded herewith, and all of which Sheets are hereinafter referred to as the "Plan";

WHEREAS appurtenant to the aforesaid Lot 2, the Owner also holds a partial fee interest in and to "Cypress Street", an un-constructed private way, as shown on the said Plan (the "Private Way");

WHEREAS pursuant to Paragraphs 14 and 39 of that certain Definitive Subdivision, 66 Oak Street, dated July 21, 2015, recorded with Norfolk County Registry of Deeds in Book 33458, Page 494, the Planning Board for the Town of Needham, Massachusetts, required, in pertinent part, that the Owner deliver to the Board, a duly executed back-up access easement for the hammerhead turnaround as shown on the Plan, granting access rights to abutters having rights in the Private Way;

WHEREAS Judson A. Trask and Florence E. Trask are the owners of certain property bounded by the Private Way, known and numbered 98 Linden Street;

WHEREAS Kathryn L. Daddesio is the owner of certain property bounded by the Private Way, known and numbered 110 Linden Street;

WHEREAS Paul S. McSweeney is the owner of certain property bounded by the Private Way, known and numbered 13 Maple Place.

WHEREAS, the within grant of back-up easement by the Owner is intended to comply with the aforesaid requirement of the Planning Board, as stated in Paragraphs 14 and 39 of the Decision;

NOW THEREFORE, the Owner hereby grants to Judson A. Trask and Florence E. Trask, Kathryn L. Daddesio and Paul S. McSweeney, their heirs, successors and assigns (hereinafter, collectively, the "Abutters"), as appurtenant to their properties referenced above, and to the Town of Needham, the non-exclusive right and perpetual easement and right of way over that portion of Lot 2 shown as a portion of Cypress Street and designated as "Turnaround Area" on the Plan (hereinafter the "Easement Area"); for the purpose of turning, backing-up, and otherwise transiting to and from Cypress Street by vehicle, consistent with the manner in which streets and ways are customarily used in the Town of Needham; subject to applicable laws, statutes, rules, regulations, by-laws, and ordinances. It is the Owner's intent that the Easement Area shall hereafter be used, treated and considered as a part of the private way known and identified as Cypress Street.

As a condition of the exercise of the rights granted hereunder, the grantees, their heirs, successors and assigns, shall not act inconsistent with the intent and purpose of this easement nor create any nuisance or commit any act or waste which will be materially harmful or which will substantially interfere with the adjoining land or premises of Owner.

As a further condition for the exercise of the rights granted hereunder, the Abutters, for themselves, their heirs, successors and assigns, shall hold Owner and its heirs, successors and assigns, harmless and indemnified from all claims, losses or damage for property damage or personal injury or liability, or either, resulting in any way by reason of the grantees own activities in the Easement Area, excepting therefrom only claims, losses or damage resulting, directly or indirectly from the reckless or deliberate actions or omissions of Owner.

Furthermore, the Owner and the Town of Needham agree to hold each other harmless and indemnified from all claims, losses or damage for property damage or personal injury or liability, or either, resulting in any way by reason of their own activities within the said Easement Area, or the activities of their respective agents, servants and employees, it being understood that the Town's liability shall not exceed the limit of One Hundred Thousand (\$100,000.00) Dollars per claim, or such other different amount for which the Town may be liable by the provisions of M.G.L.c.258, Sec. 2, at the time of such damage or injury.

The within grant of easement shall be binding upon Owner and all its respective heirs, successors and assigns and shall inure to the benefit of the Abutters and the Town of Needham, subject to all the terms and conditions hereof. The burdens hereof shall run with the aforesaid Lot 2 and the benefits hereof shall run with the aforesaid Abutting Properties.

For Owner's title see Deed recorded with Norfolk County Registry of Deeds in Book 30985, Page 362.

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IN WITNESS WHEREOF, the said Oak Street, LLC, has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by the aforesaid Jorge L. Oslan, its Manager, hereto duly authorized, this day of December, 2015 .

Oak Street, LLC

By: _____
Jorge L. Oslan
Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

December , 2015

Then personally appeared before me the above named Jorge L. Oslan, Manager of Oak Street, LLC, personally known to me or proved to me through the production of sufficient evidence to be the person whose signature is affixed above, and acknowledged that he signed the foregoing document freely for its stated purpose as Manager of Oak Street, LLC.

Notary Public
My commission expires:

Approved as to Form:

David Tobin
Town Counsel

ACCEPTANCE BY THE TOWN OF NEEDHAM

The foregoing Back-up Easement hereby is accepted by the Town of Needham, subject to the terms and conditions set forth therein.

TOWN OF NEEDHAM
By Its Board of Selectmen

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

December , 2015

On this ___ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, Selectman of the Town of Needham, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ACKNOWLEDGMENT AND ASSENT OF MORTGAGEE

Dedham Institution for Savings, holder of a mortgage interest in the above described premises pursuant to mortgage dated January 31, 2013, recorded in the Norfolk County Registry of Deeds at Book 30985, Page 367, hereby acknowledges, assents to, and agrees to be bound by the foregoing Grant of Backup Easement, and agrees that same shall have the same status, force and effect as though executed and recorded before taking of the mortgage interests and further agrees that the mortgage interests shall be subordinate to same.

IN WITNESS WHEREOF the said Dedham Institution for Savings has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by _____, its
(title of corporate officer), duly authorized, this _____ day of December, 2015.

Dedham Institution for Savings

by:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

December _____, 2015

Then personally appeared the above named _____,
of Dedham Institution for Savings as aforesaid, personally known to me or proved to me through the production of sufficient evidence, namely to be the person whose signature is affixed above, and acknowledged that s/he signed the foregoing document voluntarily for its stated purpose as _____ of Dedham Institution for Savings, before me,

Notary Public
My commission expires:



TOWN OF NEEDHAM, MA

PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT

RECEIVED TOWN CLERK
NEEDHAM, MA 02492

2015 AUG 10 PM 2:26
500 Dedham Ave
Needham, MA 02492
781-455-7500

DEFINITIVE SUBDIVISION DECISION
66 Oak Street
July 21, 2015

PLANNING

DECISION of the Planning Board of the Town of Needham, Massachusetts, (hereinafter together with any entity succeeding the powers of said Planning Board referred to as the Board) on the petition of Oak Street LLC, 235 Billerica Road, Chelmsford, MA, 01824 (to be referred to hereinafter as the Petitioner) for property located at 66 Oak Street, Needham, Massachusetts. Said property is shown on Needham Assessors Plan No. 132 as Parcel 68 further described as follows:

Northerly by Oak Street, One Hundred and Twenty and no/100 (120.00) feet; Easterly by land now or formerly of Eric and Jennifer Handt, Edward J. and Regina Sharpe, and Joseph J. and Gertrude L. McSweeney, on four courses totaling Two Hundred and Forty Three and 20/100 (243.20) feet; Southerly by land now or formerly of Kathryn L. D'Addesio, One Hundred and Eighty Four and 56/100 (184.56) feet; Westerly by Linden Street, Forty and 04/100 (40.04) feet; Northerly by land now or formerly of Judson A. and Florence E. Trask, Eighty and no/100 (80.00) feet; and Westerly by land of Judson A. and Florence E. Trask and Graham G. and Kathryn H. Schooling, Three Hundred and no/100 (300.00) feet. The described premise contains an area of approximately 31,496 square feet, more or less.

This decision is in response to an application by the Petitioner for approval of a Definitive Subdivision Plan submitted to the Board on July 21, 2014, under Massachusetts General Laws, Chapter 41, Sections 81-K through 81-GG, inclusive. If approved, the Plan would create two (2) building lots; one with frontage on Oak Street, a public way, and one with frontage on a portion of Cypress Street, an unconstructed private way (hereinafter referred to as the "Private Way").

After causing notice of the time and place of its public hearing and of the subject matter thereof to be published, posted and mailed to the Petitioner, abutters and other parties in interest, as required by law, Martin Jacobs, Chairperson of the Board, called the hearing to order on Tuesday, September 16, 2014, at 7:30 p.m. in the Charles River Room, first floor, Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Wednesday, November 5, 2014 at 7:30 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Tuesday, December 2, 2014 at 8:15 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Tuesday, January 6, 2015 at 7:30 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Tuesday, February 10, 2015 at 7:30 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Tuesday, February 24, 2015 at 7:30 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Tuesday, March 10, 2015 at 8:00 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Tuesday, March 24, 2015 at 7:30 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Tuesday, April 7, 2015 at 7:45 p.m. in

the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. The hearing was continued to Tuesday, May 26, 2015 at 7:00 p.m. in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts. Board members Martin Jacobs, Jeanne S. McKnight, Bruce T. Eisenhut and Elizabeth J. Grimes were present throughout the proceedings. The deadline for action on the application was extended by the Board upon request of the Petitioner until August 17, 2015. The record of the proceedings and submissions upon which this approval is based may be referred to in the office of the Town Clerk or the Planning Board Office.

The Board met on July 21, 2015, to deliberate on the proceedings and to consider the evidence. Submitted for their deliberations prior to the close of the public hearing were the following exhibits.

- Exhibit 1 - Application for Approval of a Definitive Subdivision Plan, dated June 4, 2014, date stamped with Town Clerk on July 21, 2014 with Exhibit A, List of Waivers.
- Exhibit 2 - Plan entitled "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749, consisting of 4 sheets: Sheet 1 of 4, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014; and Sheet 2 of 4, Drainage Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014; Sheet 3 of 4, Plan and Profile, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014; Sheet 4 of 4, Details, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014.
- Exhibit 3 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated June 6, 2014.
- Exhibit 4 - Letter directed to Lee Newman, Director of Planning and Community Development, from Jorge L. Oslan, Manager, Oak Street LLC, dated June 4, 2014.
- Exhibit 5 - Legal Description of the Land proposed to be subdivided.
- Exhibit 6 - Report entitled "Drainage Summary, Parcel B, Cypress Road, Needham Massachusetts," prepared by Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749, dated August 26, 2011, revised December 20, 2011, November 7, 2013 and April 1, 2014.
- Exhibit 7 - Letter from Attorney Robert T. Smart, Jr., dated September 16, 2014, with exhibits.
- Exhibit 8 - Email from Jeanne S. McKnight dated September 19, 2014, with attached information on Case *Anarpet Realty Corp. v. Stutz Motor Car Co.*

- Exhibit 9 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated October 31, 2014.
- Exhibit 10 - Letter directed to Theodora K. Eaton, Needham Town Clerk, from Lee Newman, Director of Planning and Community Development, dated November 17, 2014.
- Exhibit 11 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated November 25, 2014.
- Exhibit 12 - Letter directed to Theodora K. Eaton, Needham Town Clerk, from Lee Newman, Director of Planning and Community Development, dated December 3, 2014.
- Exhibit 13 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated January 2, 2015.
- Exhibit 14 - Letter directed to Theodora K. Eaton, Needham Town Clerk, from Lee Newman, Director of Planning and Community Development, dated January 9, 2015.
- Exhibit 15 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated January 22, 2015.
- Exhibit 16 - Plan entitled "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749, consisting of 4 sheets: Sheet 1 of 4, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014 and December 30, 2014; and Sheet 2 of 4, Drainage Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014 and December 30, 2014; Sheet 3 of 4, Plan and Profile, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014 and December 30, 2014; Sheet 4 of 4, Details, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014 and December 30, 2014.
- Exhibit 17 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated February 19, 2015, with exhibits.
- Exhibit 18 - Letter from Attorney Robert T. Smart, Jr., dated February 20, 2015, with exhibits.
- Exhibit 19 - Report entitled "Drainage Summary, Parcel B, Cypress Road, Needham Massachusetts," prepared by Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749, dated August 26, 2011, revised December 20, 2011, November 7, 2013, April 1, 2014 and December 29, 2014.
- Exhibit 20 - Plan entitled "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview

Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749: Sheet 2 of 4, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014 and February 25, 2015.

- Exhibit 21 - Letter from Attorney Robert T. Smart, Jr., dated March 9, 2015, with exhibits.
- Exhibit 22 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated March 10, 2015.
- Exhibit 23 - Letter directed to Theodora K. Eaton, Needham Town Clerk, from Lee Newman, Director of Planning and Community Development, dated March 12, 2015.
- Exhibit 24 - Plan entitled "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749: Sheet 2 of 4, Drainage Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, February 25, 2015 and March 23, 2015.
- Exhibit 25 - Email from Paul Beaulieu, Field Resources, dated March 23, 2015.
- Exhibit 26 - Specifications for Turfstone Grid Pavers.
- Exhibit 27 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated March 23, 2015, with exhibits.
- Exhibit 28 - Report entitled "Drainage Summary, Parcel B, Cypress Road, Needham Massachusetts," prepared by Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749, dated August 26, 2011, revised December 20, 2011, November 7, 2013, April 1, 2014, December 29, 2014 and March 23, 2015.
- Exhibit 29 - Letter from Attorney Robert T. Smart, Jr., dated March 24, 2015, with exhibits.
- Exhibit 30 - Letter from Attorney Robert T. Smart, Jr., dated April 3, 2015, with exhibits.
- Exhibit 31 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated April 7, 2015.
- Exhibit 32 - Letter directed to Lee Newman, Director of Planning and Community Development, from George Giunta Jr., Attorney, dated April 16, 2015.
- Exhibit 33 - Letter directed to Theodora K. Eaton, Needham Town Clerk, from Lee Newman, Director of Planning and Community Development, dated April 16, 2015.
- Exhibit 34 - Plan entitled "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview

Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749; Sheet 1 of 4, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015; Sheet 2 of 4, Drainage Plan, (showing revisions bubbled in red) dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, February 25, 2015, March 23, 2015 and April 6, 2015; Sheet 2 of 4, Drainage Plan, (not showing revisions bubbled) dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, February 25, 2015, March 23, 2015 and April 6, 2015; Sheet 3 of 4, Plan and Profile, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014 and April 6, 2015; Sheet 4 of 4, Details, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, March 24, 2015 and April 6, 2015.

Exhibit 35 - Plan prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492 entitled "Pavement Detail Plan, Cypress Street, Needham, Mass." dated April 6, 2015.

Exhibit 36 - Letter from Attorney Robert T. Smart, Jr., dated May 26, 2015, with exhibits.

Exhibit 37 - A series of 6 plans printed from the Town's GIS system on March 30, 2015. The plans show the subject site, Falcon Street, property off Great Plain Avenue near Carol Road, property off Frank Street and William Street, property off Harris Avenue and a property off Hillcrest Road and Wyoming Road for a total of 6 plans.

Exhibit 38 - Interdepartmental Communication (IDC) to the Board from Anthony DelGaizo, Town Engineer, dated September 12, 2014, February 20, 2015, April 1, 2015 and May 26, 2015; IDC to the Board from Thomas Ryder, Assistant Town Engineer, dated May 26, 2015; IDC to the Board from Matthew Varrell, Director of Conservation, dated August 14, 2014; IDC to the Board from Paul F. Buckley, Chief, Needham Fire Department, dated August 12, 2014 and August 20, 2014; IDC to the Board from Dennis Condon, Chief, Needham Fire Department, dated March 10, 2015, March 24, 2015 and May 20, 2015; IDC to the Board from John Kraemer, Police Lt., Needham Police Department, dated August 25, 2014 and February 3, 2015; and IDC to the Board from Tara Gurge, Agent, Needham Board of Health, dated September 11, 2014.

Submitted for their deliberations following the close of the public hearing were the following exhibits.

Exhibit 39 - Memorandum to the Planning Board from Kate Fitzpatrick, Town Manager, dated July 2, 2015.

Exhibits 1, 3, 4, 5, 26, 28, 34 and 35 are referred to hereinafter as the Plan.

The Board by a vote of 3-1 hereby APPROVES the Subdivision, as shown on the Plan, as modified by this Decision, located in Needham, Norfolk County, Massachusetts, to be recorded

herewith, for the reasons and subject to the plan modifications, conditions and waivers herein set forth. On the motion to approve the Subdivision Board members Bruce T. Eisenhut, Martin Jacobs, and Jeanne S. McKnight voted in the affirmative with Board member Elizabeth J. Grimes voting in the negative. The approval herein granted is based on the Plan entitled "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749: Sheet 1 of 4, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015; Sheet 2 of 4, (showing revisions bubbled in red) dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, February 25, 2015, March 23, 2015 and April 6, 2015; Sheet 2 of 4, Lotting Plan (not showing revisions bubbled) dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, February 25, 2015, March 23, 2015 and April 6, 2015; Sheet 3 of 4, Plan and Profile, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014 and April 6, 2015; Sheet 4 of 4, Details, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, March 24, 2015 and April 6, 2015 and Plan prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492 entitled "Pavement Detail Plan, Cypress Street, Needham, Mass." dated April 6, 2015.

1. The Board hereby waives compliance with the following requirements of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board, having found that such action is in the public interest and is not inconsistent with the intent and purposes of the Subdivision Control Law.

a) The Board hereby waives the requirements of Section 3.3.1 of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board, which would otherwise require that all streets be laid out to a width of 50 feet and approves instead a 40-foot wide right-of-way, as shown on the Plan, as modified by this Decision and as specifically authorized in the case of a two lot subdivision. The above-named waiver is subject to the provisions of paragraphs 3 through 14 of this Decision. In the granting of this waiver, the Board acknowledged that Cypress Street although not a way in physical existence when the Subdivision Control Law became effective in the Town was an unconstructed private way (paper street) first shown on a "Plan of Nehoiden Park, Needham, Mass.", prepared and recorded in 1895 and that retaining the current 40-foot wide right-of-way for Cypress Street was appropriate. The Board specifically found the current 40-foot wide right-of-way for Cypress Street to be sufficient to accommodate the one new residential house lot proposed to be serviced by an upgraded Cypress Street and the presumed rights of abutting property owners for access over and parking on the upgraded street and the ability of emergency vehicles to access the site.

b) The Board hereby waives the requirements of Section 3.3.1 and Section 3.6.1 of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board, which would otherwise require that all streets be paved with bituminous concrete in accordance with the "Standard Specifications" of the Town to a width of 24 feet and approves instead a pavement width of 24 feet with 12 feet of bituminous concrete plus 6 feet of turfstone grid pavers on both sides of the bituminous concrete pavement, as shown on the Plan, as modified by this Decision. The above-named waiver is subject to the provisions of paragraphs 3 through 14 of this Decision. In the granting of this waiver, the Board considered the Plan and the specific goal of limiting the amount of impervious surface on the site so as to minimize off-site drainage impacts on

neighboring properties and the visual impact the 24 feet of bituminous concrete paving would have on the existing landscape. The Board specifically found a bituminous concrete pavement width of 12 feet with 6 feet of turfstone grid pavers on both sides of the new 12-foot bituminous concrete paved roadway to be sufficient to accommodate the one new residential house lot proposed to be serviced by the subdivision, the presumed rights of abutting property owners for access over and parking on the upgraded street, and the ability of emergency vehicles to access the site.

c) The Board hereby waives the requirements of Section 3.3.16 of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board, which would otherwise require the construction of a sidewalk in accordance with the "Standard Specifications" along both sides of the Private Way and approves instead no walkways, as shown on the Plan, as modified by this Decision. The above-named waiver is subject to the provisions of paragraphs 3 through 14 of this Decision. In the granting of this waiver, the Board considered the Plan. The Board further finds that by means of limiting the amount of impervious surface on the site, drainage impact to the abutting properties would be limited. Additionally, a sidewalk will not be necessary to service one new residential lot.

d) The Board hereby waives the requirements of Section 3.3.5 of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board, which would otherwise require that all cul-de-sacs have a minimum radius of 60 feet and approves instead a hammerhead design, as shown on the Plan, as modified by this Decision. The above-named waiver is subject to the provisions of paragraphs 3 through 14 of this Decision. In the granting of this waiver, the Board acknowledged that Cypress Street, though not a way that was physically in existence when the Subdivision Control Law was accepted by the Town, was an unconstructed 40-foot wide private way (paper street) first shown on a "Plan of Nehoiden Park, Needham, Mass.," prepared and recorded in 1895 and that requiring construction of the 60-foot radius cul-de-sac would prevent the upgrade of the paper street. The Board specifically finds the hammerhead design as shown on the Plan, to be sufficient to accommodate the one new residential house lot proposed to be serviced by the Private Way, the presumed rights of abutting property owners for access over and parking on the upgraded roadway and the ability of emergency vehicles to access the site. The Board finds that the Petitioner's agreement to improve the drainage system within Linden Street in the vicinity of the proposed property and to limit the footprint and height of the proposed houses on Lots 1 and 2 is in the public interest and therefore the Board finds the granting of the waiver is justified to address the unusual circumstance. The Board also finds that the situation constitutes "unusual circumstances" and will likely not be repeated within the Town at other locations.

e) The Board hereby waives the requirements of Section 3.6.1 of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board, which would otherwise require that all streets be constructed in accordance with the standard street cross-section and approves instead the cross-section as shown on the Plan, as modified by this decision, showing a 24 foot pavement width consisting of 12-foot bituminous concrete pavement with 6 feet of turfstone grid pavers on both sides of the Private Way and no sidewalks. The above-named waiver is subject to the provisions of paragraphs 3 through 14 of this Decision. In the granting of this waiver, the Board considered all matters described in sections 1.a, 1.b, 1.c, and 1.d above.

f) The Board hereby waives the requirements of Section 3.3.6 of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board, which would otherwise require that bituminous concrete berms be installed along both sides of the Private Way at the edge of pavement in a continuous manner, as shown on the Plan, as modified by this Decision. The

above-named waiver is subject to the provisions of paragraphs 3 through 14 of this Decision. In the granting of this waiver, the Board considered the need to allow the drainage on either side of the 12-foot bituminous concrete pavement to flow unimpeded to the 6 feet of turfstone grid pavers located on both sides of the pavement as shown on the Plan, as modified by this Decision.

2. Petitioner shall cause the Plan to be revised to show the following additional or revised information which modifications shall be subject to review and approval of the Board prior to endorsement of the Plan:

- a) The Plan shall be modified to designate Parcel A as Lot 1 and Parcel B as Lot 2.
- b) The Plan shall be modified to show the location and dimensions of the proposed houses on both Lot 1 and Lot 2 with the calculated footprint designated which footprint shall not exceed 2,600 square feet.
- c) The Plan shall be modified to show a landscape buffer utilizing non-deciduous plantings at least 6 feet in height, and spaced tightly enough, along the southern edge of the roadway, so as to provide an effective vegetative buffer between the D'Addesio property and the Private Way. Said landscape buffer shall be located within the layout for Cypress Street but shall not encroach upon the 24-foot paved roadway width. Said landscape buffer shall be maintained by the owner of Lot 2, unless the owner of the D'Addesio property chooses to do so.

3. The waiver of street construction requirements, as fully set forth in paragraphs 1.a, 1.b, 1.c, 1.d, 1.e, and 1.f, is expressly conditioned upon and subject to the restriction that neither the owner nor any successor owner or owners of Lot 1 or Lot 2 as shown on the Plan shall use the Lots for any purpose other than single-family residential use or Lot owner home occupations as allowed under the Zoning By-Law, as shown on the Plan, as approved by the Board and recorded herewith, and there shall be no further division of Lot 1 or Lot 2 as shown thereon without the prior written approval of the Planning Board.

4. Until such time as any other house is served by the Private Way ("served by" means the primary driveway/vehicular access of the other house is oriented towards and connects with the Private Way), each and every owner or owners of Lot 2 shall be responsible and liable for the costs of the maintenance, repair and reconstruction of the Private Way shown on the Plan and designated thereon and all services, the installation of which are required in connection with this approval, or which may be installed at any time, including, without limitation, maintenance, repair and reconstruction of the roadway, water, sewer and drainage facilities and other utilities and related equipment, turfstone grid pavers, monuments, landscaping and street signs, as and whenever necessary, and including all actions of any kind or nature necessary or appropriate in order to maintain the Private Way in a good, safe and passable condition, including snow plowing and mowing, providing access from Lot 2 to the public way shown on the Plan, and providing adequate services to Lot 2, all in accordance with these conditions. The turfstone grid pavers shall be maintained by the owner or owners of Lot 2 free of debris and with the grass regularly mowed so as not to disturb the flow and drainage of rainwater and so as to provide for continued access for emergency vehicles and so as to not be an aesthetic detriment to the neighborhood. If, in the future, other houses shall become served by the Private Way, the owner or owners of Lot 2 shall thereafter be responsible and liable for their proportionate share of any such maintenance, repair and reconstruction.

5. Until such time as any other house is served by the Private Way, each and every owner or owners of Lot 2 shall perform all maintenance, repairs and reconstruction required for or on the Private Way in compliance with and in conformity with requirements of the Town of Needham

and other requirements imposed by law or governmental authority. If, in the future, other houses shall become served by the Private Way, the owner or owners of Lot 2 shall thereafter be responsible and liable for their proportionate share of any such maintenance, repair and reconstruction.

6. The respective owner or owners of Lot 2 shall not use or permit their guests and invitees to use the Private Way for any purpose other than ingress and egress from Lot 2, such use to be limited to pedestrian and private-passenger vehicular traffic, and such other vehicular traffic as is necessary from time to time in cases of emergency, delivery of customary and usual household services and equipment or in connection with the maintenance, repair or reconstruction of the Private Way, said lots, and any structures thereon and services installed thereon, or hereunder. No owner or owners of Lot 2 shall park or cause to be parked any motor vehicle on the Private Way. Notwithstanding the above, other abutting land owners with legal rights in the paper Cypress Street shall retain their rights of use in Cypress Street unaffected by this Decision.

7. Any and all maintenance, repair or reconstruction work performed on or to the Private Way or in connection with services installed thereon or hereunder shall be carried out so as to ensure that no fill material nor any products or excavation or erosion resulting from or arising in connection with such work shall be discharged into any storm drainage system. Soil and other material or debris shall be removed from the site only to the extent necessary in connection with such work.

8. No owner or owners of Lot 1 or Lot 2 shall at any time request that the Private Way be laid out or accepted as a public way in the Town of Needham unless such owner at its or their sole expense, perform and complete such work as is necessary to cause the Private Way to comply with all standards and regulations of the Town of Needham without waiver, and obtain all permits and approvals required by law in connection therewith. If the Private Way is accepted by the Town of Needham as a public way at any time, then the provisions hereof applicable to ownership and maintenance of the Private Way shall thereupon terminate.

9. No owner of Lot 1 or Lot 2, shall at any time request or petition that any drainage system, water pipes, sewer pipes or related equipment or any other improvement within the subdivision for which design or improvement requirements have been waived by the Board as provided herein, be accepted or maintained by the Town of Needham.

10. Buildings and structures placed on either Lot 1 or Lot 2 shall be limited to a maximum height of 32 (thirty-two) feet and a maximum building footprint, including garage, of not more than 2,600 square feet.

11. The Town of Needham and its designees shall have the right to enter upon and use the Private Way for all purposes for which public ways are used in the Town of Needham.

12. In any sale or transfer of Lot 1 or Lot 2, the deed or other instrument shall refer to and incorporate conditions 3 through 12 inclusive and any conveyance shall include transfer of a fee interest or the perpetual right and easement to use the Private Way in common with others lawfully entitled thereto for all purposes for which public ways in the Town of Needham may now or hereafter be used consistent with the provisions hereof, and the subsurface areas, equipment and facilities used and maintained in connection with the provision of water, sewer, drainage and other utility services provided to the conveyed premises. Any deed or other instrument purporting to transfer or convey any interest in Lot 1 or Lot 2 which does not expressly refer to and incorporate these conditions shall nevertheless be deemed to contain the same and in all events shall be subject thereto.

13. The Petitioner shall deliver to the Board a Restrictive Covenant incorporating conditions 3 through 12 inclusive of this Decision in a form suitable for recording in the Registry of Deeds that shall run with the land and shall be enforceable by the Town. Such restriction shall be referenced on the Plan and shall be recorded therewith. Said covenant shall be enforceable in perpetuity or for the longest period permitted by law and in any event for 100 years.

14. The Petitioner shall deliver to the Board a back-up access easement for the hammerhead turnaround as shown on the Plan. Said easement shall grant to all abutters having rights in the Private Way the non-exclusive right and perpetual easement and right of way over and across the hammerhead back-up easement for the purpose of backing-up, turning around, and otherwise maneuvering vehicles, together with the right of ingress to and egress from the same for said purpose.

15. Lot 1 shall be accessed solely from Oak Street with no vehicular access for said Lot provided from the Private Way.

16. The cutting of trees and removal of vegetation shall be kept to a minimum in the construction and development of the Subdivision. All trees having a caliber of 6 inches as measured three feet off the ground bordering the Private Way and on the site shall be retained and not disturbed or destroyed during construction of the subdivision except for those trees which must be removed for the construction of the proposed way, driveways, utilities, and dwellings and uses accessory thereto.

17. Off-street drainage surety in the amount of \$7,000.00 shall be posted (\$3,500.00 per lot) prior to the release of Lots 1 and 2 for purposes of building or conveyance. As recommended in the memo of the Board of Health dated September 11, 2014, both lots shall be graded to the limits of construction so as to have no standing water and/or otherwise to not create a public health nuisance. Grading shall not improperly shed or illegally increase drainage onto adjacent properties. All subsequent developers or builders shall be notified of the off-street drainage bond and the specific off-street drainage requirements. If required by the Board of Health, an as-built certified grading plan(s) of either or both of the lots shall be submitted prior to release of the drainage surety.

18. Each record owner of Lots 1 and 2 shall maintain and keep operational their respective roof drainage system in accordance with the Plan, as approved by this decision and as further described in the "Drainage Summary, Parcel B, Cypress Road, Needham Massachusetts," prepared by Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749, dated August 26, 2011, revised December 20, 2011, November 7, 2013, April 1, 2014, December 29, 2014 and March 23, 2015.

19. Prior to Plan endorsement and in keeping with Phase II NPDES, Town of Needham as filed July 30, 2003, the Petitioner shall submit a letter indicating they are committed to providing a response under the NPDES requirement: Control Measure #1- "Public Education and Outreach" and Control Measure #2, "Public Participation/Involvement" and shall implement said measures prior to the release of the subdivision lots.

20. A Department of Environmental Protection sewer extension permit may be required to service the subdivision and abutting lots. If required, approval of this subdivision is subject to the granting by the Board of Selectmen and the Department of Environmental Protection of a Sewer Extension and Connection Permit.

21. Any and all special permits required by the Massachusetts Water Resources Authority shall be obtained at the expense of the applicant.
22. A special sewer connection permit program fee shall be provided for all lots within the subdivision.
23. Grade adjustment rings are not permitted to adjust gate boxes and/or other castings. The Petitioner shall use appropriately sized castings.
24. All catch basins shall remain functional at all times. Rims shall be set at binder elevation and shall be adjusted to finish course elevation prior to placement of the top course of pavement.
25. If the binder course of pavement is exposed to one winter season, it shall be chipsealed prior to September 1 of the following winter season. If the roadway work is not completed prior to the third winter season, road reconstruction may be required by the Highway Superintendent.
26. No openings to the chipseal shall be made between the months of November 30 and April 1 prior to the placement of the top course of pavement.
27. The construction, operation and maintenance of the subdivision shall be conducted in accordance with the EPA's Memorandum of Understanding signed by the Board of Selectmen.
28. "As-built" construction plans of the sewer, water and drainage utilities shall be submitted to the Department of Public Works and the Board for review and approval prior to release of the respective performance bond amounts.
29. All future sewer tie-ins to properties located outside of this subdivision shall be accomplished in a manner consistent with the "Town of Needham Master Plan of Connection to the MWRA Sewer" dated January 8, 1988, (as revised) and prepared by the Needham Public Works, Sewer Division.
30. Prior to the commencement of any street construction within the subdivision, the location of future street lighting, location of fire alarm circuits and outlets, and the location of underground power to serve these shall be shown on an amended version of the definitive utility plan to be filed with the Board and Public Works Department.
31. The provisions of M.G.L., Chapter 131, Section 40 and 40A and the Needham Wetlands Protection By-Law shall be satisfied.
32. All construction staging shall be on-site. Construction vehicles parking on Cypress Street may not unreasonably block or impede access by the lots having rights to use the Private Way. Said vehicles shall park on the side of Cypress Street closest to Lot 2, and shall to the extent feasible park adjacent to the boundary line between Lot 2 and Cypress Street. No construction parking shall be permitted on Linden or Oak Street or on any other public street.
33. All utilities shall be placed underground as shown on the Plan. All areas where utilities are proposed shall be compacted to the satisfaction of the Public Works Department.

34. The Petitioner shall cooperate and coordinate with the property owner at 110 Linden Street so that the outflow from the sump pumps at 110 Linden Street may be connected to the storm drainage system in Cypress Street and shall further allow for the noted connection.

35. In the absence of any details or waivers set forth herein, the current Subdivision Regulations and Procedural Rules of the Planning Board shall govern and are hereby made a part of this Decision. All construction details not specifically shown on the approved Plan shall conform to Department of Public Works specifications.

36. The developer is directed to submit the Subdivision Inspection Form during all phases of construction as required, in accordance with Appendix E of the Subdivision Regulations and Procedural Rules of the Planning Board.

37. Notwithstanding the provisions of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board, the Petitioner shall have two years from the date of endorsement of the Plan to complete the installation and construction of the Private Way, and the services provided therein, in accordance with the applicable Subdivision Regulations and Procedural Rules of the Planning Board. Failure to so complete shall automatically rescind approval of the Subdivision Plan.

38. The Petitioner shall enter a written agreement to guarantee completion, once commenced, of the required improvements for all lots in the Subdivision, as shown on the Plan, with such construction and installation to be additionally secured by one of the methods delineated under the provisions of Section 3.5.1. Such agreement shall be subject to review and approval of the Board prior to endorsement of the Plan.

39. The Petitioner shall deliver to the Board or its designee for its approval a duly executed Subdivision Covenant, Restrictive Covenant and Hammerhead Back-up Easement, all as may be required and as shown on the Plan. Such documents shall be subject to review and approval of the Board prior to endorsement of the Plan. The Subdivision Covenant, Restrictive Covenant, and Hammerhead Back-up Easement shall be referenced on the Plan and all documents shall be recorded with the Plan.

40. Prior to the release of any lots for building or sale, copies of the recorded instruments described in paragraphs 13, 14 and 39 of this Decision and copies of the recorded Plan shall be provided to the Director of Planning and Community Development.

41. The Petitioner shall present the Plan to the Board for proper endorsement within ninety (90) days of the date this Decision is executed unless such time period is extended, in writing, by the Board. The Board reserves the right to rescind its approval if said Plan is not presented to the Board for endorsement within the time period herein specified. Further, the Petitioner or his authorized representative shall submit the Plan to the Planning Director fourteen (14) days in advance of its presentation to the Board to allow adequate time to review the revised Plan for compliance with the Conditions of this Decision.

The foregoing have been stated for the purpose of emphasizing their importance and are not intended to be all inclusive or to negate any provision of the Town of Needham, Subdivision Rules and Procedural Rules of the Planning Board.

Under the provisions of the Town of Needham, Subdivision Regulations and Procedural Rules of the Planning Board and Massachusetts General Laws, Chapter 41, Sections 81-K through 81-GG,

inclusive, the Board shall have the power to modify or amend the terms and conditions of this approval after due notice on the application of the owner, lessee or mortgagee of the premises or upon its own motion. All the provisions of the Subdivision Control Law applicable to approval shall, where appropriate, be applicable to such modification or amendment. Such power is hereby reserved. Appeals, if any, shall be made pursuant to Section 81-BB of the Massachusetts General Laws, Chapter 41, and shall be filed within twenty (20) days after the date of filing this decision with the Town Clerk.

The provisions of this Approval and Conditions shall be binding upon every owner or owners of each of the lots, as shown on the Plan, and the executors, administrators, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with said land in full force and effect for the benefit of and enforceable by the Town of Needham. Reference to this Approval shall be entered upon the Plan and this Approval shall be recorded in the Norfolk Registry of Deeds with the Plan. The Lot Owner agrees to reimburse the Town for its reasonable costs in connection with the enforcement of and/or the correction of violations of the conditions of this permit. Counsel for the Petitioner shall certify to the Town that this approval and all easements and restrictive covenants required hereunder have been recorded and are effective record encumbrances upon the subject property. Said certification shall be provided prior to the release of any of the subdivision lots for purposes of building or conveyance.

Witness our hands this 21th day of July, 2015

NEEDHAM PLANNING BOARD

[Signature]
Jeane S. McKnight, Chairman

[Signature]
Bruce T. Eisenhut

[Signature]
Martin Jacobs

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

July 21 2015

On this 21 day of July, 2015, before me, the undersigned notary public, personally appeared Jeane McKnight, one of the members of the Planning Board of the Town of Needham, Massachusetts, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the proceeding or attached document, and acknowledged the foregoing to be the free act and deed of said Board before me.

[Signature]
Notary Public

My Commission Expires: March 18, 2022

TO WHOM IT MAY CONCERN: This is to certify that the 20-day appeal period on the decision on the petition of Oak Street LLC, 235 Billerica Road, Chelmsford, MA, 01824 (to be referred to hereinafter as the Petitioner) for property located 66 Oak Street, Needham, Massachusetts, has passed and there have been no appeals made to this office. (All Judicial Appeals taken from this decision have been dismissed).

Date _____ Theodora K. Eaton, Town Clerk

- Copy sent to:
- Petitioner - Certified Mail #
 - Town Clerk
 - Building Inspector
 - Director, DPW
 - Board of Health
 - Conservation Commission

- Engineering
- Police Department
- Fire Department
- George Giunta, Jr.

SUBDIVISION COVENANT
UNDER PROVISIONS OF GENERAL LAWS CHAPTER 41, SECTION 81-U

WHEREAS Oak Street, LLC, of 235 Billerica Road, Chelmsford, MA 01824 (the "Developer"), has filed with the Planning Board of the Town of Needham, hereinafter referred to as the "Town," a certain subdivision plan of land in said Needham, consisting of five (5) sheets as follows: "Definitive Plan of the Subdivision of Land in the Town of Needham, 66 Oak Street, Needham, Massachusetts," prepared by Field Resources, Inc., 281 Chestnut Street, Needham, MA 02492, Lakeview Engineering Associates, Civil Engineers, P.O. Box 787, Hudson, Massachusetts, 01749: Sheet 1 of 5, Lotting Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015 and November 5, 2015; Sheet 2 of 5, Contour Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, February 25, 2015, March 23, 2015, April 6, 2015 and November 5, 2015; Sheet 3 of 5, Plan and Profile, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, April 6, 2015 and November 5, 2015; Sheet 4 of 5, Details, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, March 24, 2015, April 6, 2015 and November 5, 2015; and Sheet 5 of 5, House Footprint Plan, dated August 15, 2011, revised August 30, 2011, November 29, 2011, December 21, 2011, December 11, 2013, March 31, 2014, December 30, 2014, March 24, 2015, April 6, 2015 and November 5, 2015, which Sheet 1 shall be recorded herewith, and all of which Sheets are hereinafter referred to as the "Plan";

WHEREAS the said Oak Street, LLC (hereinafter also referred to as the "Owner") is also the current record owner of the land shown on the Plan;

NOW THEREFORE, the said Owner, hereby covenants and agrees with the said Town as follows:

- I. The said Owner is the current owner of record of the premises shown on said definitive plan.
- II. This Covenant shall run with the land and shall be binding upon the executor, administrators, heirs, and assigns of the Owner and the Owner's successors in title to the Premises, as shown on said Plan.
- III. In addition to the regular requirements relative to the grading and construction of streets and the installation of municipal services, the said subdivision shall be subject to all of the 41 findings and conditions and any subsequent amendments to the Definitive Subdivision Decision, 66 Oak Street, dated July 12, 2015, filed with the Town Clerk on August 10, 2015, a copy of which is on file with the Town Clerk's office, Needham Town Hall, and a copy of which is recorded with Norfolk County Registry of Deeds in Book 33458, Page 494,

And whereas the said Owner has agreed to subdivide the land, to construct ways and to install municipal services therein in accordance with the Plan in accordance with all approvals

imposed by the Town and whereas the Owner has elected to give a Covenant to the said Town to insure the construction of ways and installation of municipal services as shown on said Plan as authorized by Subsection (2) of Section 81-U of General Laws, including all conditions as set forth in:

- (1) Board of Health Drainage Conditions
- (2) Conservation Commission - Order of Conditions as may be issued pursuant to Chapter 131, Section 40, Massachusetts General Laws,
- (3) Board of Selectmen - Sanitary Sewer Conditions

are herewith made part of this Covenant as set forth in the Planning Board's Definitive Subdivision Decision dated July 21, 2015. It is further agreed by the Owner that by signing the within Covenant the Owner agrees to such requirements and also waives all rights of appeal. And further the Board of Health drainage surety referred to in the Definitive Subdivision Decision shall be in a form of surety acceptable to the Planning Board and Board of Health. The Board of Health shall have the right to increase the amount above the Seven Thousand Dollar (\$7,000.00) total based upon the term of completion of the lots affected by such drainage surety and the number of lots that will be involved by the surety. This drainage surety will be determined upon request by the Owner for release of the lot for building and sale and upon execution of the Agreement required.

IV. Except as provided in the Decision or otherwise hereinafter provided, until the following improvements and conditions have been completed or fulfilled in accordance with the specifications and requirements referred to or enumerated below, with respect to any of the lots in the subdivision, which in the opinion of the Town are affected by such conditions and improvements, no such lot shall be built upon or conveyed, except by a mortgage deed, nor shall building permits for such lot or lots be applied for or issued:

A. Except as to those standards that were waived by the Planning Board in its "Definitive Subdivision Decision, 66 Oak Street, July 21, 2015", all streets, including walks, berms, curbing, street name signs, bounds, retaining walls slopes and fences, and all utilities, including but not limited to storm drains, sanitary sewers, water mains and their appurtenances such as manholes, catch basins, curb inlets, gate valves, hydrants, and headwalls, shall be constructed or installed at the expense of the Owner to the entire limits of the subdivision in strict compliance with the "Subdivision Regulations and Procedural Rules of the Planning Board of the Town of Needham, Massachusetts, as most recently amended, including the "Standard Specifications for Highways" and the "Standard Cross-Section for Street Construction" referred to therein, as most recently revised, which Subdivision Regulations and Procedural Rules and Standard Specifications are specifically incorporated herein by reference, and to the satisfaction of the Director of Public Works of the Town of Needham, including all maintenance and repairs necessary to maintain said streets and utilities in a condition satisfactory to the Town until all lots and all sureties, as provided in Section IV herein, have been released by the Town upon the completion of all terms and conditions of this Covenant, except as otherwise presented in said definitive Plan or set forth in the Decision.

B. Street construction work shall conform with the details as noted on the approved plans and conditioned in the Definitive Subdivision Decision, 66 Oak Street, July 21, 2015. Where applicable, excavation and fill to the surface of the sub-grade fifteen (15) inches below the finished surface grade for the roadway and the necessary excavation and fill for sidewalks and berms within the total width of the street; application of ten (10) inch depth of gravel sub-base and a two (2) inch depth of crushed bank gravel base, the surface of which shall be treated with one (1) application of bitumen; application of bituminous concrete pavement Type I-1 to be constructed in two (2) courses top course of 1" bituminous concrete and bottom course of 2" bituminous concrete, application of eight (8) inch depth of gravel sidewalks with bituminous concrete surface applied in two (2) one-inch courses four and one-half (4 ½) feet wide as indicated in paragraph "A" above and including all driveway entrances; application of six (6) inch depth of loam and seeding for grass plots between the edge of the roadway and the walk or the sidelines of the street; granite or reinforced concrete curbing to be installed on all curves having a radius of sixty (60) feet or less, except for temporary turnarounds.

C. A contractor approved by the Superintendent of the Water Division shall be engaged by the Developer at their expense for the installation of any water mains in accordance with the requirements of and to the satisfaction of the Superintendent of said Water Division.

- (i) A certified check covering the estimated cost of all materials to be furnished by the Town, including all pipes, hydrants, gate valves, boxes and fittings as required, shall be deposited with the Town of Needham.
- (ii) Upon the completion of such installation a final estimate, including the cost of supervision, inspection, and labor furnished by the Town shall be given.
- (iii) This estimate shall also include the cost of all materials plus a 20% overhead charge on all materials furnished by the Town.
- (iv) The Developers shall pay the total cost less any amounts deposited before the water shall be turned into the new main.

D. Sanitary sewers shall be constructed by an approved contractor at the expense of the Developers as shown on approved plans and profiles, in accordance with the standard specifications of the Town of Needham, and to the satisfaction of the Director of Public Works.

- (i) The Town shall have the right to extend said sewer without cost to the Developers, beyond the limits of the sewer as shown on the development plans and profiles.
- (ii) The Developer shall pay to the town a fee equal to \$1.50 per linear foot of sewer to be constructed, to pay for the cost of the engineering service, supervision and inspection furnished by the Town.

E. Storm water drains shall be installed in accordance with the approved plan and profile to the satisfaction of the Director of Public Works, and all lots shall be graded in accordance with the proposed contours of land as shown on said definitive plan.

F. The Owner hereby grants to the Town of Needham a perpetual right and easement to enter upon streets for all appropriate purposes for which public ways are used in the Town of Needham. The Owner agrees for itself that as long as it remains the Developer of said premises, it will keep all catch basin inlets and access thereto clear and free of all debris and/or other materials which might interfere with the proper operation of said drains, and thereafter the owners of said premises will keep catch basin inlets and access thereto clear and free of all debris and/or other materials which might interfere with the proper operation of said drains.

G. Permanent street name signs will be furnished and erected at all entrances, the name to be in conformity as to size and quality with signs now generally in use in the Town of Needham.

(1) Co-incident with the start of any street within a subdivision, temporary street signs shall be installed at all points where permanent signs will be required. These signs may be painted using black block lettering not less than four inches high on a light background.

(2) Complete visibility of these signs must be maintained at all times until they are replaced with the permanent signs specified in Section H.

(3) Permanent street signs and the size and other details shall be furnished and installed at no expense to the Town as directed by the Town Director of Public Works.

H. Install bounds to define the street line at the direction of the Town Engineer and submit to said Town Engineer a certificate by a Registered Land Surveyor that said bounds have been so installed.

I. Prior to the commencement of construction on all major phases of the subdivision including installation of the sewer, water, drains, and street construction, the Owner will notify the Director of Public Works and obtain necessary signatures on the Subdivision Inspection Form.

V. The construction of all ways and the installation of all municipal services shall be completed in accordance with the applicable Subdivision Rules and Regulations and Procedural Rules of the Planning Board, as well as the requirements contained in Sections III and IV above, (except to the extent that applicable standards were waived by the Planning Board as described above in paragraph IV(A) above) within a period of two (2) years from the date of the endorsement by the Board of the approved Definitive Plan. Failure to so complete shall

automatically rescind approval of the subdivision plan, unless such approval is further extended by the planning Board on the request of the Owner.

VI. Prior to the completion of all the work required herein, the Planning Board may, at its discretion, in accordance with the provisions of Subsection (1) of Section 81-U, Chapter 41, release any or all of said lots, for purposes of sale or for the issuance of permits for building therein, upon the furnishing to the Town by the Owner of an agreement and a surety acceptable to the Town, to secure the completion of such part or all of the work specified above, as, at the discretion of the Planning Board should be completed for the proper use of said lots in accordance with the purposes of this Covenant, said surety to be in a penal sum or amount equal to the cost, as estimated by said Director of Public Works, of completing said works. Said release by the Planning Board shall be evidenced by a certificate enumerating the lot or lots released and signed by a majority of said Planning Board, in proper form for recording in the registry of Deeds or registration in the Registry District of the Land Court.

VII. The enforcement of the terms herein shall be made as provided for by General Laws, Chapter 41, Section 81-X and 81-Y, in the name of the Town, and upon any breach thereof the Town shall be entitled to an injunction restraining any further sale of any of the lots included in said plans, until the said breach has been cured or security given therefore satisfactory to the then Planning Board of the said Town.

VIII. Nothing herein shall be deemed to prohibit a conveyance subject to this Covenant by a single deed of the entire parcel of land shown on said subdivision plan or of all lots, subject to this Covenant, by any of the parties named herein to any other person.

IX. The Owner accepts all conditions as set forth in the Definitive Subdivision Decision dated July 21, 2015.

X. This Covenant shall take effect upon approval of said plans by a majority of signatures affixed thereto by the Planning Board.

For Owner's title see Deed recorded with Norfolk County Registry of Deeds in Book 30985, Page 362.

- BALANCE OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, the said Oak Street, LLC, has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by the aforesaid Jorge L. Oslan, its Manager, hereto duly authorized, this day of December, 2015 .

Oak Street, LLC

By: _____
Jorge L. Oslan
Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

December , 2015

Then personally appeared before me the above named Jorge L. Oslan, Manager of Oak Street, LLC, personally known to me or proved to me through the production of sufficient evidence to be the person whose signature is affixed above, and acknowledged that he signed the foregoing document freely for its stated purpose as Manager of Oak Street, LLC.

Notary Public
My commission expires:

ACKNOWLEDGMENT AND ASSENT OF MORTGAGEE

Dedham Institution for Savings, holder of a mortgage interest in the above described premises pursuant to mortgage dated January 31, 2013, recorded in the Norfolk County Registry of Deeds at Book 30985, Page 367, hereby acknowledges, assents to, and agrees to be bound by the foregoing Subdivision Covenant Under Provisions of General Laws Chapter 31, Section 81-U, and agrees that same shall have the same status, force and effect as though executed and recorded before taking of the mortgage interests and further agrees that the mortgage interests shall be subordinate to same.

IN WITNESS WHEREOF the said Dedham Institution for Savings has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by _____, its _____ (title of corporate officer), duly authorized, this _____ day of December, 2015.

Dedham Institution for Savings

by:

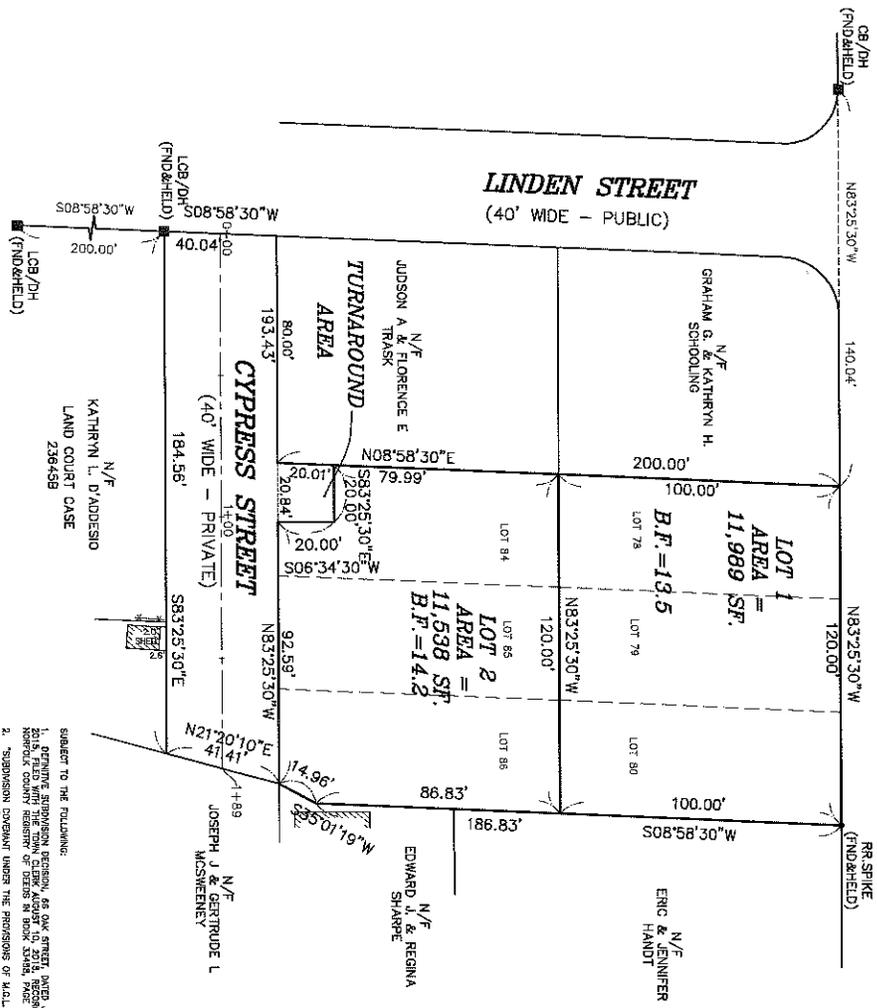
COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

December _____, 2015

Then personally appeared the above named _____, of Dedham Institution for Savings as aforesaid, personally known to me or proved to me through the production of sufficient evidence, namely to be the person whose signature is affixed above, and acknowledged that s/he signed the foregoing document voluntarily for its stated purpose as of Dedham Institution for Savings, before me,

Notary Public
My commission expires:



I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS AND RECORDED DOCUMENTS, AND THAT THE SAME IS SUBJECT TO THE PROVISIONS OF THE MASS. ZONING ACT AND ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS OF THE TOWN OF NEEDHAM.



DATE: _____

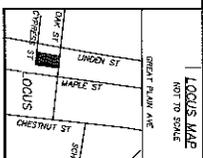


- SUBJECT TO THE FOLLOWING:
1. ALL EASEMENTS AND INTERESTS IN THE LAND SHOWN ON THIS PLAN ARE SUBJECT TO THE PROVISIONS OF THE MASS. ZONING ACT AND ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS OF THE TOWN OF NEEDHAM.
 2. "SUBDIVISION DIVIDANT UNDER THE PROVISIONS OF M.G.L. CHAPTER 41A, SECTION 81--J," TO BE RECORDED HEREIN.
 3. "SEPARATION OF RESTRICTIVE COVENANTS, CYPRESS STREET," TO BE RECORDED HEREIN AND
 4. "TURNAROUND ACQUISITION EXEMPT," TO BE RECORDED HEREIN.
 5. BUILDING FOOTPRINT FOR LOT COVERAGE LIMITED TO 200 SQUARE FEET ON EACH LOT.
 6. BUILDING HEIGHT ALLOWED LIMITED TO 32.0 FEET ON EACH LOT.

DATE	DESCRIPTION
NOVEMBER 10, 2011	REVISION NO. 1
NOVEMBER 10, 2011	REVISION NO. 2
NOVEMBER 10, 2011	REVISION NO. 3
NOVEMBER 10, 2011	REVISION NO. 4
NOVEMBER 10, 2011	REVISION NO. 5
NOVEMBER 10, 2011	REVISION NO. 6
NOVEMBER 10, 2011	REVISION NO. 7
NOVEMBER 10, 2011	REVISION NO. 8
NOVEMBER 10, 2011	REVISION NO. 9
NOVEMBER 10, 2011	REVISION NO. 10

Field Resources, Inc.
 LAND SURVEYORS
 AUGUST 15, 2011 SCALE 1"=20'
 P.O. BOX 324 281 CHESTNUT ST.
 NEEDHAM, MA 01946
 781 444 9935
 fieldresources@hotvill.com

SHEET 1 OF 5
 DEFINITIVE PLAN OF THE SUBDIVISION
 OF LAND IN THE TOWN OF NEEDHAM
 66 OAK STREET
 NEEDHAM, MASS.



FOR REGISTER USE ONLY

APPROVED BY REGISTERING WITH SECTION 81-J
 RECORDING DEPARTMENT, MASS. REGISTER OF DEEDS
 NEEDHAM, MASS. 01946

DATE: 2011
 APPROVAL: _____
 DIRECTOR OF PUBLIC WORKS
 TOWN ENGINEER

I, TOWN CLERK OF THE TOWN OF NEEDHAM,
 HEREBY CERTIFY THAT THE RECORDS OF THE REGISTER
 OF DEEDS HAVE BEEN SEARCHED AND APPROVED AS
 ACCURATE AND CORRECT AND THAT THE SAME ARE
 THE ONLY TRUE AND CORRECT COPY OF THE SAME
 AND RECORDS OF SAID TOWN.
 DATE: _____ TOWN CLERK



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

MEETING DATE: 12/22/2015

Agenda Item	Approve FY17 – FY21 Capital Improvement Plan
Presenter(s)	Kate Fitzpatrick, Town Manager David Davison, Assistant Town Manager/Finance

1.	BRIEF DESCRIPTION OF TOPIC TO BE DISCUSSED		
<p>The Town Manager will recommend that the Board approve the FY2017 – 2021 Capital Improvement Plan for transmittal to the Finance Committee. Please refer to the December 8, 2015 meeting packet for details on the individual capital requests.</p>			
2.	VOTE REQUIRED BY BOARD OF SELECTMEN	YES	NO
<p><i>Suggested Motion:</i> that the Board approve the FY2017 – 2021 Capital Improvement Plan for transmittal to the Finance Committee.</p>			
3.	BACK UP INFORMATION ATTACHED	YES	NO
<p>a. Capital Project Recommendations for Fiscal Years 2017 - 2021</p>			

Town of Needham CIP Summary Tables

Town of Needham

Fiscal Year 2017

Capital Funding Recommendations

Title	Department	Request	CIP Funding	Type	Cash	Debt	Cash Source	Note	Page
Fuel Island Relocation and Upgrade	DPW/Garage	131,000	Yes	Facility	131,000		Free Cash		119
Permanent Message Boards	DPW/Highway	72,000	Hold	Facility				Defer until 2018	51
Public Works Infrastructure Program	DPW/Highway	1,700,000	Yes	Infrastructure	950,000	750,000	Free Cash		112
Replace 2004 UTILITY TRAILER (T-120)*	DPW/Highway	23,031	Yes	Town Fleet	23,031		Free Cash	The utility trailer has a known useable life of at least 10 years and is part of a total package in excess of \$25,000 hence is capital.	17
Replace 2007 INTERNATIONAL 7400 (U-47)*	DPW/Highway	223,109	Yes	Town Fleet	223,109		Free Cash		17
Memorial Park Drainage Improvements	DPW/Parks	490,500	Yes	Facility	490,500		CPA Reserve		121
Replace 2009 FORD F550 Dump Truck (U-70)*	DPW/Parks	68,363	Yes	Town Fleet	68,363		Free Cash		17
Replace 2009 FORD F550 Dump Truck (U-71)*	DPW/Parks	68,363	Yes	Town Fleet	68,363		Free Cash		17
Network Hardware, Servers & Switches	Finance/ITC	30,000	No	Technology				This qualifies as an operating budget expense.	9
Replace 2008 FORD EXPLORER (C-3)*	Fire	46,119	Yes	Town Fleet	46,119		Free Cash		17
Replace 2010 FORD EXPEDITION (C-2)*	Fire	56,635	Yes	Town Fleet	56,635		Free Cash		17
Replace 2013 Ford Explorer (C-43)*	Fire	35,123	Yes	Town Fleet	35,123		Free Cash		17
Replace 2004 Ford E350 VAN*	Human Services/COA	87,353	Yes	Town Fleet	87,353		Other Available Fund (52,000) Free Cash Balance	Article 36 of 2011 ATM (COA Bus)	17
Memorial Park Buildings and Grounds Feasibility Study	Parks & Recreation	50,000	Yes	Facility	50,000		Free Cash		106
Open Space Purchase	Parks & Recreation	1,000,000	No	Land				No property has been identified for immediate purchase.	104
Renovations to Rosemary Pool Complex	Parks & Recreation	550,000	Yes	Facility	550,000		CPA Reserve		100
Rosemary Lake Sediment Removal Engineering & Design	Parks & Recreation	118,000	Yes	Facility	118,000		CPA Reserve		117
Police and Fire Department Expansion/ New Building Feasibility Study	Police	90,000	Yes	Facility	90,000		Free Cash		63

Town of Needham CIP Summary Tables

Town of Needham

Fiscal Year 2017

Capital Funding Recommendations

Title	Department	Request	CIP Funding	Type	Cash	Debt	Cash Source	Note	Page
Bubbler Replacement Program	Public Facilities Operations	25,000	No	Other				This qualifies as an operating budget expense.	49
DPW Boiler Replacement 470 Dedham Avenue	Public Facilities Operations	384,850	Hold	Facility				On hold until the study is completed.	84
Energy Efficiency Upgrade Improvements	Public Facilities Operations	38,154	Yes	Facility	38,154		Free Cash		86
Pollard Locker Replacement	Public Facilities Operations	41,157	Yes	Facility	41,157		Free Cash		96
Replace 2006 Ford Econ Van E250 (U-706)*	Public Facilities Operations	35,073	Yes	Town Fleet	35,073		Free Cash		17
Refurbish Unit #5 - Swap-loader with Attachments	RTS	120,000	Yes	Town Fleet	120,000		Retained Earnings		59
Replace 2008 CASE LOADER 821E*	RTS	263,414	Yes	Town Fleet		269,000			17
RTS Property Improvements	RTS	68,000	Yes	Facility	68,000		Retained Earnings		108
RTS Stormwater Plan	RTS	50,000	Yes	Infrastructure	50,000		Available Fund (22,073)/Retained Earnings Balance	Article 42 of 2007 ATM (Drop Off Area Repairs)	110
High School A Gym Upgrade	School	130,557	Yes	Facility	130,557		Free Cash		88
High School Classroom Expansion Feasibility Study	School	50,000	Yes	Facility	50,000		Free Cash		82
New Elementary School Off Central Avenue	School	69,047,000	Hold	Facility				On hold until decisions are made by MSBA and various boards; funding would be a debt exclusion.	67
Production Center Postage Machine	School	16,770	No	Other				This qualifies as an operating budget expense.	42
School Copiers	School	39,330	Yes	Technology	39,330		Free Cash		39
School Furniture	School	45,000	Yes	Other	45,000		Free Cash		37
School Technology	School	648,450	Partial	Technology	307,750		Free Cash	The balance (\$340,700) of the request qualies as an operating budget expense.	34
Sewer Main Extension Zone I and II	Sewer	73,860	Yes	Infrastructure	73,860		Available Fund (10,335)/Retained	Article 69 of 2006 ATM (Sewer Education)	134
Fire Flow Improvement Study	Water	20,000	Yes	Infrastructure	20,000		Retained Earnings		147

Town of Needham CIP Summary Tables

Town of Needham

Fiscal Year 2017

Capital Funding Recommendations

Title	Department	Request	CIP Funding	Type	Cash	Debt	Cash Source	Note	Page
Replace 2011 Ford F150*	Water	43,679	Yes	Town Fleet	43,679		Retained Earnings		17
Water Service Connections	Water	200,000	Yes	Infrastructure	200,000		Retained Earnings		142
Water System Rehabilitation Program	Water	82,000	Yes	Infrastructure	82,000		Retained Earnings		144
Total		76,261,890			4,332,156	1,019,000			

* The fleet requests were scaled back to just those vehicles which need to be replaced with new equipment.

Recap

General Fund Cash	2,516,117	0
General Fund Debt	0	750,000
CPA Cash	1,158,500	0
CPA Debt	0	0
RTS Enterprise Cash	238,000	0
RTS Enterprise Debt	0	269,000
Sewer Enterprise Cash	73,860	0
Sewer Enterprise Debt	0	0
Water Enterprise Cash	345,679	0
Water Enterprise Debt	0	0
Excluded Debt	0	0
Total	4,332,156	1,019,000

Town of Needham CIP Summary Tables

**Five Year Capital Improvement Plan
Preliminary Tier One Recommendations - All Funding Sources
FY2017 - FY2021**

Title	Code*	Submitting Department	Cat*	2017 Department Request	Tier One Recommendation	2018 Department Request	Preliminary Tier One Recommendation	2019 Department Request	Preliminary Tier One Recommendation	2020 Department Request	Preliminary Tier One Recommendation	2021 Department Request	Preliminary Tier One Recommendation	Five Year Request	Preliminary Five Year Tier One	Page
General Fund/Community Preservation Act																
Non-Public Safety Data Center Servers and Storage Units	NS	Finance	1			145,000		180,000						325,000		1
Public Safety Data Center Servers and Storage Units	NS	Finance	1					30,000				60,000		90,000		3
Public Safety Mobile Devices	PM	Finance	1					35,000	35,000	35,000	35,000			70,000	70,000	5
Town Side Multi-Function Printer Devices	N	Finance	1									35,600	35,600	35,600	35,600	7
Network Hardware, Servers & Switches	R	Finance	1	30,000		50,000	25,000	75,000	35,000	75,000	45,000	75,000	45,000	305,000	150,000	9
Accounting and Revenue Software Package Replacement	N	Finance	1									1,100,000	1,100,000	1,100,000	1,100,000	11
Center at the Heights Computer Lab	P	Finance	1							50,000	50,000			50,000	50,000	15
Firearm Replacement	PM	Police	1							30,160	30,160			30,160	30,160	28
Police Cruiser Radio Replacement	PM	Police	1					70,911	70,911					70,911	70,911	30
Police Use-Of-Force Training Simulator	N	Police	1									45,000	45,000	45,000	45,000	32
Technology Replacement	BMR	School	1	648,450	307,750	645,375	307,925	645,200	282,500	649,700	347,500	649,500	177,050	3,238,225	1,422,725	34
Furniture	R	School	1	45,000	45,000	45,000	45,000	44,806	44,806	25,000	25,000	45,000	45,000	204,806	204,806	37
Copier Replacement	MR	School	1	39,330	39,330	75,460	75,460	60,510	60,510	52,780	52,780	89,010	89,010	317,090	317,090	39
Production Center Postage Machine	QB	School	1	16,770										16,770		42
NHS Athletic Locker Reconfiguration & Addition	N	School	2			41,000	41,000							41,000	41,000	44
School Document Management System	N	School	1							106,400		72,400	178,800	178,800	178,800	46
Bubbler Replacement Program	NB	Public Facilities	2	25,000		25,000								50,000		49
Message Boards	PM	DPW	2	72,000		75,000	147,000	39,000	39,000					186,000	186,000	51
Specialty Equipment	M	DPW	1			30,000	30,000	76,500	76,500	73,000	73,000	163,000	163,000	342,500	342,500	53
Library RFID Conversion Project	PS	Library	1			41,525		58,675						100,200		55
Public Playgrounds	PS	Parks & Recreation	2							600,000				600,000		57
Police and Fire Department Expansion/ New Building Feasibility Study	PM	Police	2	90,000	90,000									90,000	90,000	63
Police/Fire Site Option 3- Stand Alone	PX	Police	2							39,228,453				39,228,453		65
INSIDE SCHOOL OPTION 13: New Elementary School at Central Avenue Site	MX	School	2	69,047,000										69,047,000		67

Town of Needham CIP Summary Tables

**Five Year Capital Improvement Plan
Preliminary Tier One Recommendations - All Funding Sources
FY2017 - FY2021**

Title	Code*	Submitting Department	Cat*	2017 Department Request	Tier One Recommendation	2018 Department Request	Preliminary Tier One Recommendation	2019 Department Request	Preliminary Tier One Recommendation	2020 Department Request	Preliminary Tier One Recommendation	2021 Department Request	Preliminary Tier One Recommendation	Five Year Request	Preliminary Five Year Tier One	Page
Update Pollard Modulars for Full-Day Kindergarten	NS	School	2			50,000								50,000		69
Relocate School Administration to Public Safety Administration Building (PSAB)	PMX	School	2									1,118,200		1,118,200		71
Renovate/Reconstruct Emery Grover Building at Highland Avenue Location	PMX	School	2							1,410,600		12,463,200		13,873,800		74
Needham High School Classroom Expansion	NSX	School	2			5,546,200								5,546,200		79
NHS Classroom Expansion Alternatives Feasibility Study	N	School	2	50,000	50,000									50,000	50,000	82
DPW Boiler Replacement 470 Dedham Avenue	MS	Public Facilities	2	384,850										384,850		84
Energy Efficiency Upgrade Improvements	PM	Public Facilities	2	38,154	38,154	34,263	34,263	26,593	26,593					99,010	99,010	86
High School A Gym Upgrade	M	Public Facilities	2	130,557	130,557	182,000	182,000	64,000	64,000	30,000	30,000			406,557	406,557	88
Pollard Blue & Green Gym Upgrades	M	Public Facilities	2			440,000	440,000	269,000	269,000	30,000	30,000			739,000	739,000	90
Facility Assessment on the Broadmeadow and Eliot	N	Public Facilities	2					85,165					85,165	85,165	85,165	92
High School Boiler Replacement	NS	Public Facilities	2							840,000				840,000		94
Pollard Locker Replacement	N	Public Facilities	2	41,157	41,157									41,157	41,157	96
Emery Grover Window Replacement	NS	Public Facilities	2			249,350								249,350		98
Rosemary Pool Complex Renovations	PMX	Parks & Recreation	2	550,000	550,000	9,600,000								10,150,000	550,000	100
Cricket Field Building Renovations	MS	Parks & Recreation	2					735,000						735,000		102
Open Space Purchase	I	Parks & Recreation	3	1,000,000										1,000,000		104
Improvements to Memorial Park Buildings and Grounds	PM	Parks & Recreation	2	50,000	50,000									50,000	50,000	106
Public Works Infrastructure Program	M	DPW	3	1,700,000	1,700,000	1,550,000	1,300,000	1,650,000	1,300,000	1,700,000	1,300,000	2,125,000	1,300,000	8,725,000	6,900,000	112
Drain System Improvements – Water Quality (EPA)	M	DPW	3	118,000	118,000	2,000,000		118,000		250,000		1,000,000		3,486,000	118,000	117
Fuel Island Relocation and Upgrade at DPW Facility	M	DPW	2	131,000	131,000	870,000	870,000							1,001,000	1,001,000	119
Athletic Facility and Public Recreation Improvements	PM	DPW	3	490,500	490,500	285,000	285,000	570,000	207,000	2,500,000	2,500,000	450,000		4,295,500	3,482,500	121
Town Common Redesign	PM	DPW	3			580,000	580,000							580,000	580,000	123
Trail Improvement Project - Needham Reservoir and Ridge Hill Loop	M	Community Development	3			1,200,000								1,200,000		125
Trail Improvement Project - Rosemary Camp	M	Parks & Recreation	3			9,200	9,200	67,000	67,000	98,500	98,500			174,700	174,700	128

* Refer to the last page for code and cat (category) descriptions

Town of Needham CIP Summary Tables

**Five Year Capital Improvement Plan
Preliminary Tier One Recommendations - All Funding Sources
FY2017 - FY2021**

Title	Code*	Submitting Department	Cat*	2017 Department Request	Tier One Recommendation	2018 Department Request	Preliminary Tier One Recommendation	2019 Department Request	Preliminary Tier One Recommendation	2020 Department Request	Preliminary Tier One Recommendation	2021 Department Request	Preliminary Tier One Recommendation	Five Year Request	Preliminary Five Year Tier One	Page
Equipment and Technology			1	779,550	392,080	1,032,360	483,385	1,276,602	605,227	1,097,040	658,440	2,334,510	1,878,460	6,520,062	4,017,592	
Buildings & Facilities			2	70,609,718	1,080,868	17,112,813	1,714,263	1,218,758	398,593	42,139,053	60,000	13,581,400	85,165	144,661,742	3,338,889	
Infrastructure & Land			3	3,308,500	2,308,500	5,624,200	2,174,200	2,405,000	1,574,000	4,548,500	3,898,500	3,575,000	1,300,000	19,461,200	11,255,200	
Fleet			4	643,169	643,169	1,255,825	690,000	1,194,687	1,387,661	461,893	690,000	1,317,585		4,873,159	3,410,830	
Totals				75,340,937	4,424,617	25,025,198	5,061,848	6,095,047	3,965,481	48,246,486	5,306,940	20,808,495	3,263,625	175,516,163	22,022,511	
General Fund Cash Funding - All Groups					2,516,117		2,817,648		2,743,481		2,708,440		3,263,625		14,049,311	
General Fund Debt Funding - All Groups					750,000		1,370,000		948,000						3,068,000	
General Fund Other Financial Source - All Groups					1,158,500		874,200		274,000		2,598,500				4,905,200	
Total General Fund Tier One Recommended					4,424,617		5,061,848		3,965,481		5,306,940		3,263,625		22,022,511	

Town of Needham CIP Summary Tables

**Five Year Capital Improvement Plan
Preliminary Tier One Recommendations - All Funding Sources
FY2017 - FY2021**

Title	Code*	Submitting Department	Cat*	2017 Department Request	Tier One Recommendation	2018 Department Request	Preliminary Tier One Recommendation	2019 Department Request	Preliminary Tier One Recommendation	2020 Department Request	Preliminary Tier One Recommendation	2021 Department Request	Preliminary Tier One Recommendation	Five Year Request	Preliminary Five Year Tier One	Page
RTS Enterprise																
Refurbish Unit #5 - Swap loader with Attachments	NS	DPW - RTS	1	120,000	120,000									120,000	120,000	59
RTS Property Improvements	NU	DPW - RTS	2	68,000	68,000	250,000	250,000							318,000	318,000	108
RTS Stormwater Plan	NU	DPW - RTS	2	50,000	50,000	125,000	125,000							175,000	175,000	110

* Refer to the last page for code and cat (category) descriptions

Equipment and Technology				120,000	120,000									120,000	120,000	
Buildings & Facilities				118,000	118,000	375,000	375,000							493,000	493,000	
Infrastructure & Land																
Fleet				263,414	269,000			282,176	288,000	247,365	247,365	256,023		1,048,978	804,365	
Total - Recycling and Transfer Station Enterprise				501,414	507,000	375,000	375,000	282,176	288,000	247,365	247,365	256,023		1,661,978	1,417,365	
Cash Funding					238,000		125,000				247,365				610,365	
Debt Funding					269,000		250,000		288,000						807,000	
Other Financial Source																
Total - Recycling and Transfer Station Enterprise					507,000		375,000		288,000		247,365				1,417,365	

Town of Needham CIP Summary Tables

**Five Year Capital Improvement Plan
Preliminary Tier One Recommendations - All Funding Sources
FY2017 - FY2021**

Title	Code*	Submitting Department	Cat*	2017 Department Request	Tier One Recommendation	2018 Department Request	Preliminary Tier One Recommendation	2019 Department Request	Preliminary Tier One Recommendation	2020 Department Request	Preliminary Tier One Recommendation	2021 Department Request	Preliminary Tier One Recommendation	Five Year Request	Preliminary Five Year Tier One	Page
Sewer Enterprise																
Sewer Main Extension Zone I and II	M	DPW - Sewer	3	73,860	73,860	492,400	492,400							566,260	566,260	134
Sewer Service Connections	R	DPW - Sewer	3			50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	200,000	200,000	136
Sewer Pump Station Improvements	M	DPW - Sewer	3			590,000	590,000			630,000	630,000	345,000		1,565,000	1,220,000	138
Sewer Main Replacements	MS	DPW - Sewer	3							100,000		500,000		600,000		140

* Refer to the last page for code and cat (category) descriptions

Equipment and Technology	1															
Buildings & Facilities	2															
Infrastructure & Land	3			73,860	73,860	1,132,400	1,132,400	50,000	50,000	780,000	680,000	895,000	50,000	2,931,260	1,986,260	
Fleet	4					56,054	56,054	537,997	537,997	1,034,218	786,853			1,628,269	1,380,904	
Total - Wastewater Enterprise				73,860	73,860	1,188,454	1,188,454	587,997	587,997	1,814,218	1,466,853	895,000	50,000	4,559,529	3,367,164	
Cash Funding					73,860		598,454		587,997		836,853		50,000		2,147,164	
Debt Funding							590,000				630,000				1,220,000	
Other Financial Source																
Total - Wastewater Enterprise					73,860		1,188,454		587,997		1,466,853		50,000		3,367,164	

Town of Needham CIP Summary Tables

**Five Year Capital Improvement Plan
Preliminary Tier One Recommendations - All Funding Sources
FY2017 - FY2021**

Title	Code*	Submitting Department	Cat*	2017 Department Request	Tier One Recommendation	2018 Department Request	Preliminary Tier One Recommendation	2019 Department Request	Preliminary Tier One Recommendation	2020 Department Request	Preliminary Tier One Recommendation	2021 Department Request	Preliminary Tier One Recommendation	Five Year Request	Preliminary Five Year Tier One	Page
Water Enterprise																
Specialty Equipment	NS	DPW - Water	1			111,000								111,000		61
Service Connections	R	DPW - Water	3	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000	142
Water System Rehabilitation Program	R	DPW - Water	3	82,000	82,000	801,750	399,750	36,500	36,500	375,000	375,000	97,000	97,000	1,392,250	990,250	144
Fire Flow Improvement Study	N	DPW - Water	3	20,000	20,000									20,000	20,000	147
Water Main Replacements	PM	DPW - Water	3			400,000	400,000			4,000,000	4,000,000			4,400,000	4,400,000	151
Birds Hill Water Tank	NS	DPW - Water	3					200,000						200,000		153
Water Distribution Study	NO	DPW - Water	3							200,000				200,000		155

* Refer to the last page for code and cat (category) descriptions

Equipment and Technology	1					111,000								111,000		
Buildings & Facilities	2															
Infrastructure & Land	3			302,000	302,000	1,401,750	999,750	436,500	236,500	4,775,000	4,575,000	297,000	297,000	7,212,250	6,410,250	
Fleet	4			43,679	43,679	126,810	126,810	305,341	305,341	45,469	45,469	35,063	35,063	556,362	556,362	
Total - Water Enterprise				345,679	345,679	1,639,560	1,126,560	741,841	541,841	4,820,469	4,620,469	332,063	332,063	7,879,612	6,966,612	
Cash Funding					345,679		1,126,560		541,841		620,469		332,063		2,966,612	
Debt Funding											4,000,000				4,000,000	
Other Financial Source																
Total - Water Enterprise					345,679		1,126,560		541,841		4,620,469		332,063		6,966,612	

Town of Needham CIP Summary Tables

**Five Year Capital Improvement Plan
Preliminary Tier One Recommendations - All Funding Sources
FY2017 - FY2021**

Title	Code*	Submitting Department	Cat*	2017 Department Request	Tier One Recommendation	2018 Department Request	Preliminary Tier One Recommendation	2019 Department Request	Preliminary Tier One Recommendation	2020 Department Request	Preliminary Tier One Recommendation	2021 Department Request	Preliminary Tier One Recommendation	Five Year Request	Preliminary Five Year Tier One	Page
General Fleet Program																
Core Fleet - Building	R	Building	1													17
Core Fleet - DPF	R	Public Facilities	1	35,073	35,073	36,301				36,000		91,557		198,931	35,073	17
Core Fleet - DPW Garage	R	DPW	1			33,606								33,606		17
Core Fleet - DPW General	R	DPW	1			125,339		38,385				35,063		198,787		17
Core Fleet - DPW Highway	R	DPW	1			45,208		93,581				35,063		173,852		17
Core Fleet - DPW Parks	R	DPW	1									122,446		122,446		17
16 Core Fleet - Finance Assessing	R	Finance	1			35,758								35,758		17
Core Fleet - Fire	R	Fire	1	137,877	137,877					42,504		121,973		302,354	137,877	17
Core Fleet - Human Services	R	Human Services	1	87,353	87,353									87,353	87,353	17
Core Fleet - School	RS	School	1													17
School Van Fleet	RS	School	1			109,749		52,220		54,048		81,122		297,139		17
Snow and Ice Equipment	R	DPW	1			355,400		185,948				295,916		837,264		17
Specialized Equipment - DPW Garage	R	DPW	1			64,097								64,097		17
Specialized Equipment - DPW General	R	DPW	1													17
Specialized Equipment - DPW Highway	R	DPW	1	246,140	246,140	214,374				247,365		313,447		1,021,326	246,140	17
Specialized Equipment - DPW Parks	R	DPW	1	136,726	136,726	5,491		134,892		81,976		220,998		580,083	136,726	17
Specialized Equipment - Fire	R	Fire	1			230,502		689,661	698,000					920,163	698,000	17
Fleet Program Funding***							690,000		689,661		690,000				2,069,661	17
Total - General Fund Fleet				643,169	643,169	1,255,825	690,000	1,194,687	1,387,661	461,893	690,000	1,317,585		4,873,159	3,410,830	

Town of Needham CIP Summary Tables

**Five Year Capital Improvement Plan
Preliminary Tier One Recommendations - All Funding Sources
FY2017 - FY2021**

Title	Code*	Submitting Department	Cat*	2017 Department Request	Tier One Recommendation	2018 Department Request	Preliminary Tier One Recommendation	2019 Department Request	Preliminary Tier One Recommendation	2020 Department Request	Preliminary Tier One Recommendation	2021 Department Request	Preliminary Tier One Recommendation	Five Year Request	Preliminary Five Year Tier One	Page
Enterprise Fleet Program																
Core Fleet	R	DPW - RTS	1													17
Specialized Equipment	R	DPW - RTS	1	263,414	269,000			282,176	288,000	247,365	247,365	256,023		1,048,978	804,365	17
Core Fleet	R	DPW - Sewer	1					38,385	38,385	48,428	48,428			86,813	86,813	17
Specialized Equipment	R	DPW - Sewer	1			56,054	56,054	499,612	499,612	985,790	738,425			1,541,456	1,294,091	17
Core Fleet	R	DPW - Water	1	43,679	43,679	56,054	56,054					35,063	35,063	134,796	134,796	17
Specialized Equipment	R	DPW - Water	1			70,756	70,756	305,341	305,341	45,469	45,469			421,566	421,566	17
Total - Enterprise Fleet***				307,093	312,679	182,864	182,864	1,125,514	1,131,338	1,327,052	1,079,687	291,086	35,063	3,233,609	2,741,631	

** Exclusive of any extraordinary capital recommendations

- Code
- B = Funding may be considered under the operating budget/special warrant article
- C = Recommendation is combined with other requests
- D = Recommendation is deferred or on hold pending other actions
- E = Emergency approval
- F = Funded appropriation outside the capital plan
- G = Request may not qualify as capital submission
- I = Project submission is incomplete or waiting additional information
- M = Submission has been modified from previous submission
- N = New submission with this CIP
- P = Project request has appeared in previous CIP's
- Q = Request does not qualify as a capital submission
- R = Request is a regularly occurring capital expense
- S = No recommendation; under study
- U = Urgent request based on identified conditions
- X = Extraordinary Capital Project

Boxes highlighted in pink indicate that all or portion of the funding would be by debt.

Town of Needham CIP Summary Tables

Provisional Capital Submissions No Recommendation

Title	Department	Cat*	Target Year	Estimated Cost	Page
Athletic Fields Master Plan	Park & Recreation	2	TBD	\$75,000	132
Boat Launch on Charles River	Park & Recreation	2	2018	Unknown	130
Bridge Repairs	Public Works - Engineering	3	2018	Unknown	177
DeFazio Park Parking Lot & Tot Lot	Public Works	3	2020	\$10,000,000	183
DPW Complex	Public Works	2	2018	Unknown	175
Emery Grover Roof Replacement	Public Facilities	2	2022	\$159,035	171
Fire Flow Improvements	Public Works - Water	3	2018	\$2,743,000	149
Fire Station II Renovations	Fire	2	2018	Unknown	159
Hillside School Option XXXX: Sustain Hillside School as Swing Space	School	2	2021	Unknown	161
Irrigation Supply	Public Works - Water	3	2018	Unknown	193
Land Adjacent to Hillside School	School	2	2021	Unknown	77
Mitchell Elementary School Renovation	School	2	2024	\$77,204,100	163
Pollard School Improvements	School	2	2027	\$62,207,800	166

Town of Needham CIP Summary Tables

Provisional Capital Submissions No Recommendation

Title	Department	Cat*	Target Year	Estimated Cost	Page
Pollard School Locker Room Improvements	School	2	2022	Unknown	173
Renovation of Buildings at Camp Property	Park & Recreation	2	2019	\$250,000	185
Sewer System Infiltration & Inflow Removal	Public Works - Sewer	3	2018	Unknown	189
Survey Equipment	Public Works - Engineering	1	2018	\$28,000	179
Technology Systems and Applications Updates	Finance	1	2022	\$100,000	13
Time Clock System	Public Works	1	2018	Unknown	181
Town Faculties Security System	Multiple Departments	2	2022	Unknown	157
Transfer Station Renovations and Expansion	Public Works - RTS	2	2019	\$2,556,000	187
Water Supply Development	Public Works - Water	3	2021	Unknown	191

Cat (Category)

- 1 = Equipment or Technology
- 2 = Building or Facility
- 3 = Infrastructure



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

MEETING DATE: 12/22/2015

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		

Rates Effective July 1, 2016 (FY2017)
Schedule C
Rates for Part-Time, Seasonal, and Temporary Positions
Unless Otherwise Noted Rates Are Hourly

	New Title	Current Rate	New Rate
	Activity Instructor Group		
	Activity Instructor Group A	\$10.00	\$11.00
	Activity Instructor Group B	\$11.00	\$12.00
	Activity Instructor Group C	\$12.00	\$13.00
	Activity Instructor Group D	\$15.00	NC
	Activity Instructor Group E	\$18.00	NC
	Activity Instructor Group F	\$21.00	NC
	Activity Instructor Group G	\$25.00	NC
	Activity Instructor Group H	\$28.00	NC
	Activity Instructor Group I	\$30.00	NC
	Activity Instructor Group J	\$32.00	NC
	Activity Instructor Group K	\$35.00	NC
	Activity Instructor Group L	\$50.00	NC
	Activity Instructor Group M	\$75.00	NC
	Administrative/Office Support Specialist I (AOS)	\$20.65	NC
	Administrative/Office Support Specialist II (AOS+)	\$24.63	NC
	Administrative/Office Support Specialist III (AOS++)	\$25.50	NC
#	Animal Inspector	\$2,500	NC
	Building Monitor I	\$11.85	\$12.00
	Building Monitor II	\$18.84	NC
#	Care of Graves - Veterans Coordinator of Ceremonies	\$2,500	NC
*	Election Clerk	\$175.00	\$200.00
*	Election Inspector	\$145.00	\$170.00
*	Election Warden	\$175.00	\$200.00
	General Services Assistant (GSA)	\$10.00	\$11.00
	Information Technology Specialist (ITS)^	\$45.00	NC
	Laborer/Trades Assistant Year Four	\$13.32	NC
	Laborer/Trades Assistant Year One	\$12.02	NC
	Laborer/Trades Assistant Year Three	\$12.88	NC
	Laborer/Trades Assistant Year Two	\$12.45	NC
#	New Year's Needham Coordinator	\$5,000	NC
	On-call Public Health Nurse	\$31.00	NC
	Parking Clerk	\$25.50	NC
	Playground Maintenance Specialist	\$17.00	NC
	Police Matron	\$20.65	NC

	New Title	Current Rate	New Rate
	Professional/Technical Support Specialist (PTS)	\$26.93	NC
	Professional/Technical Support Specialist II (PTS+)	\$31.00	NC
	Professional/Technical Support Specialist III (PTS++)	\$38.88	NC
	Program Support Assistant I (PSA)	\$17.00	NC
	Program Support Assistant II (PSA+)	\$22.44	NC
	Program Support Assistant III (PSA++)	\$27.78	NC
	Recording Secretary	\$20.65	NC
	Recreation Specialist I Year One	\$10.00	\$11.00
	Recreation Specialist I Year Two	\$10.20	\$11.20
	Recreation Specialist II Year One	\$11.15	\$11.40
	Recreation Specialist II Year Two	\$11.50	\$11.75
	Recreation Specialist III Year One	\$12.05	\$12.30
	Recreation Specialist III Year Two	\$12.45	\$12.70
	Recreation Specialist IV Year One	\$14.00	\$14.30
	Recreation Specialist IV Year Two	\$14.50	\$14.80
	Recreation Specialist V Year One	\$16.55	\$16.90
	Recreation Specialist V Year Two	\$17.10	\$17.45
#	Registrar of Voters	\$545	\$600
	Seasonal Driver Traveling Meals I	\$14.65	\$15.00
	Seasonal Driver Traveling Meals II	\$17.00	NC
	Senior Corps Participant	\$10.00	\$11.00
##	Senior Trip Coordinator	\$150	NC
^	Special Assignment Support (SAS)	\$75.00	NC
&	Special Detail Worker	\$35.00	\$41.00
	Student Intern 1	\$10.50	\$11.00
	Student Intern 2	\$14.25	\$14.50
	Student Intern 3	\$17.25	\$17.50
	Student Intern 4	\$21.00	\$21.25
	Substitute - Building Inspector	\$28.00	\$28.50
	Substitute - Plumbing and Gas Inspector	\$26.00	NC
	Substitute - Wiring Inspector	\$26.00	NC
#	Town Counsel	\$75,140	NC
	Traffic Supervisor	\$20.65	NC
	Van Driver	\$17.00	NC

Schedule C positions have no, or limited, benefits. Unless specified in the job announcement, there are no fringe benefits such as health insurance, retirement, or paid time off.

NC = No Change

* Rate set by the Board of Selectmen, rate is per election day

Annual Rate

Per Event

^ Maximum Hourly Rate by Individual Agreement

& New Rate Effective January 1, 2016

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:	-\$241.87
Water Irrigation:	\$0.00
Water Admin Fees	\$0.00
Sewer Sales:	-\$450.89
Transfer Station Charges:	\$0.00
Total Abatement:	-\$692.76

Order #: 1209

Read and Approved:

 12/17/2015
Assistant Director of Public Works

 12/17/15
Director of Public Works

For the Board of Selectmen

Date: 12/22/15

**Town of Needham
Water Sewer Billing System
Adjustment Form**

Prepared By:	Last Name	First Name	Customer ID#	Location ID#	Street Number	Street Name	Irrigation Water	Domestic Water	Sewer	Total	Reason	Corrected Last Read
												Y/N
DB	Thuy Nguyen Huong		35999	5816	33	Marsh Road	\$0.00	-\$138.97	-\$181.19	-\$320.16	ACC	N
JO	Council on Aging (1)						\$0.00	-\$102.90	-\$269.70	-\$372.60	COA	N

Total: -\$692.76

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.
 TVN = 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